

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

WATER RIGHT NO. 31-118B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ROY LAIRD RANCHES
Current Owner	VALERIA MAXWELL
	PO BOX 194
	DUBOIS, ID 83423
	(208)374-5563
Current Owner	JUDITH A WAGONER
	3700 BROOKFIELD LN
	IDAHO FALLS, ID 83406
	(208)524-1346

Priority Date: 05/01/1894
Basis: Decreed
Status: Valid

<u>Source</u>	<u>Tributary to</u>
BEAVER CREEK	CAMAS CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	04/01	10/31	0.09 CFS		

Total Diversion 0.09 CFS

Location of Point(s) of Diversion:

BEAVER CREEK SENESW Sec. 04 Township 10N Range 36E CLARK County

Place(s) of use:

Place of Use Legal Description: STOCKWATER CLARK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10N	36E	33		SWSE										
		4		SWNE										
				NWSE										
		9		NWNE										
				NESE										

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Dates:

Licensed Date:
Claim Received Date: 11/21/2000
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Decreed Date:
Date Filed with Court:
Objection Filed Date:

SF5 Filed:
Special Master Recom Signed Date:

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Review Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	1/5/01 10:26:45 AM	ECarlson			In Process
POD	1/5/01 10:30:56 AM	ECarlson			In Process
POU	1/5/01 10:45:08 AM	ECarlson			In Process
Priority Date	1/5/01 10:27:44 AM	ECarlson			In Process
Quantity	1/5/01 10:32:50 AM	ECarlson			In Process
Season	1/5/01 10:41:35 AM	ECarlson			In Process
Source	1/5/01 10:29:10 AM	ECarlson			In Process
Summary	1/5/01 10:48:38 AM		1/5/01 10:48:38 AM	ECarlson	Complete
Use	1/5/01 10:42:16 AM	ECarlson			In Process

Other Information:

Receipt Number(s):
State or Federal:
Owner Name Connector: OR
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
PresumptionFlag:
Notice of Error Flag:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log Text</u>
Contacts	1/5/01 10:26:42 AM	ECarlson	1. Appointment has not been scheduled. Comment for 1: Met with claimant previously to review claim.
POD	1/5/01 10:30:52 AM	ECarlson	1. (NO) The basis is not beneficial use. 2. (YES) Parent right has a Point of Diversion. 3. (YES) The claimed Point of Diversion can be verified using the water right file. 8. (NO) Point of Diversion remark was not required. 9. (NO) Point of Diversion condition was not required.
POU	1/5/01 10:45:06 AM	ECarlson	1. (YES) The POU is required. 2. (NO) The basis of claim is not beneficial use. 3. (YES) The Parent Right has a POU. 4. (NO) The claimed POU can not be verified using the water right file. 5. (NO) There is no evidence that there has been a change in the POU. 9. (NO) The file does not contain all the necessary information to verify the POU. Comment for 9: Claimant identified location of stocktroughs. 12. (NO) POU remark was not required. 13. (NO) POU condition was not required.
Priority Date	1/5/01 10:27:40 AM	ECarlson	1. (NO) There has not been a later court decree of the water right(s) from the water source. 4. (NO) The basis of claim is not beneficial use. 5. (NO) The basis of claim is not a posted notice. 6. (YES) Parent right has a priority date. 7. (NO) The basis of claim is not an application or permit. 12. (YES) The claim is recommended. 13. (YES) The claim is coded correctly. 14. (NO) Priority remark was not required. 15. (NO) Priority condition was not required.
Quantity	1/5/01 10:32:47 AM	ECarlson	1. (NO) The basis of claim is not beneficial use. 2. (NO) The basis of claim is not a posted notice. 3. (YES) The parent right has a diversion rate and/or diversion volume.

Season 1/5/01 10:41:32 AM ECarlsen

4. (YES) The claimed diversion rate and/or volume can be verified using the water right file.

6. (NO) The source is not ground water and the purpose of use does not require a diversion volume limit.

7. (NO) The parent right does not have an annual diversion volume limit.

9. (NO) Quantity remark was not required.

10. (NO) Quantity condition was not required.

1. (NO) The basis of claim is not beneficial use.

2. (NO) The parent right does not have a period of use.

4. (NO) There is not evidence that there has been a change to the period of use.

9. (YES) The file contains all the necessary information to verify the period of use.

11. (NO) The basis of is not a decree, license, or a transferred beneficial use right that has had the period of use administratively determined.

13. (NO) Irrigation is not the purposed use.

Comment for 13: IDWR standard

15. (NO) Period of Use remark was not required.

16. (NO) Period of Use condition was not required.

Source 1/5/01 10:29:08 AM ECarlsen

1. (NO) The basis is not beneficial use.

2. (YES) Parent right has a source.

3. (YES) The claimed source can be verified using the water right file.

8. (YES) The source is surface water.

9. (YES) The source is a standard source.

10. (NO) Source remark was not required.

11. (NO) Source condition was not required.

Summary 1/5/01 10:48:36 AM ECarlsen

1. (NO) The basis of the claim is not beneficial use.

3. (NO) There is no indication that there has been a five year period of continuous nonuse that could result in a recommendation of forfeiture or partial forfeiture.

5. (NO) General remark was not required.

6. (NO) Explanatory remark was not required.

7. (YES) Additional condition was required.

8. (YES) Wanted to view the recommended right.

9. (YES) This is a split right.

10. (NO) This is not a combined right.

11. (NO) Documents were not linked or attached to this file.

12. (YES) Set the verification date.

Use 1/5/01 10:42:11 AM ECarlsen

1. (NO) The basis of claim is not beneficial use.

2. (YES) The parent right has a purpose of use.

3. (YES) The claimed purpose of Use can be verified using the water right file.

11. (NO) Purpose of Use remark was not required.

12. (NO) Purpose of Use condition was not required.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 31-118B
Date Received: 11/21/00
Receipt No: EUG 336
Received By: JC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

VALERIA MAXWELL Phone: (208)374-5563

PO BOX 194
DUBOIS ID USA 83423

JUDITH A WAGONER Phone: (208)524-1346

3700 BROOKFIELD LANE
IDAHO FALLS ID USA 83406

ROY LAIRD RANCHES Phone: (208)374-5563

PO BOX 194
DUBOIS ID USA 83423

2. Date of Priority: 05/01/1894

3. Source: BEAVER CREEK Trib. to: CAMAS CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
10N	36E	4	SE NE SW	CLARK

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	04/15	10/15	0.09	

7. Total Quantity Appropriated is:
0.09 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10N	36E	4	NW SW	SE NE	STOCKWATER STOCKWATER	
10N	36E	9	NW NE	NE SE	STOCKWATER STOCKWATER	
10N	36E	33	SW	SE	STOCKWATER	

11. Place of use in counties: CLARK

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Decreed

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s):

Judith Hayner

Date:

11/22/00

Date:

For Organizations:

I do solemnly swear or affirm that I am _____ of _____ Title

_____, that I have signed the foregoing Organization

document in the space below as _____ of Title

_____, and that the statements contained in the Organization foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)

County of

Bonneville

) SS.

Subscribed and sworn (or affirmed) before me this

22nd

of

Nov

2000

Jennifer Crabtree

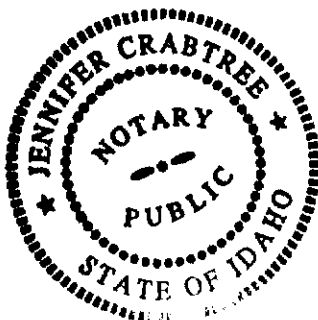
Notary Public

Residing at

Idaho Falls Id

My commission Expires

9/23/03



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 31-118B
Date Received: 11/21/00
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

A31001188



1. Name of Claimant(s)

VALERIA MAXWELL Phone: (208)374-5563

PO BOX 194
DUBOIS ID USA 83423

JUDITH A WAGONER Phone: (208)524-1346

3700 BROOKFIELD LANE
IDAHO FALLS ID USA 83406

ROY LAIRD RANCHES Phone: (208)374-5563

PO BOX 194
DUBOIS ID USA 83423

2. Date of Priority: 05/01/1894

3. Source: BEAVER CREEK Trib. to: CAMAS CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
10N	36E	4	SE NE SW	CLARK

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	04/15	10/15	0.09	

7. Total Quantity Appropriated is:
0.09 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10N	36E	4	NW	SE	STOCKWATER	
			SW	NE	STOCKWATER	
10N	36E	9	NW	NE	STOCKWATER	
			NE	SE	STOCKWATER	
10N	36E	33	SW	SE	STOCKWATER	

11. Place of use in counties: CLARK

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Decreed

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim ReportWATER RIGHT NO. 31-118 *B.*

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	VALERIA MAXWELL PO BOX 194 DUBOIS, ID 83423 (208)374-5563
Current Owner	JUDITH A WAGONER 3700 BROOKFIELD LANE IDAHO FALLS, ID 83406 (208)524-1346
Current Owner	ROY LAIRD RANCHES PO BOX 194 DUBOIS, ID 83423 (208)374-5563
Original Owner	PHYLLIS L LAIRD BOX 62 DUBOIS, ID 83423
Original Owner	JAMES LAIRD X X, ZZ 0

Priority Date: 05/01/1894
Basis: Decreed
Status: Valid

Source
BEAVER CREEK

Tributary to
CAMAS CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/15	40/15	2.75 CFS		
STOCKWATER	4/15	10/15	0.09 CFS		

Total Diversion ~~2.75 CFS~~
0.09 cfs.

Point(s) of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
10N	36E	21	SW NE SW	0	CLARK
10N	36E	4	SE NE SW	0	CLARK
10N	36E	28	SE SE NW	0	CLARK
10N	36E	21	SW SE NW	0	CLARK

IRRIGATION Use:
Acre Limit: ~~124~~

Place(s) of use:

Place of Use Legal Description: IRRIGATION

CLARK County

Townshi	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
10N	36E	28		SWNW 1			SENW 20							
				NESW 20			NWSW 2			SWSW 28			SESW 36	

-33- NWSE 1 ————— SWSE 1
 NWNE 2 —————
 NENW 6 ————— NWNW 7

Place of Use Legal Description: STOCKWATER CLARK County

Townshi	Rang	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
2	8	0		S10NE.										
10N	36E	4		NESE.			NWSE.			SWSE.				
11N		33		SWSE.										
Total Acres: 124		9		NWNE.			NESE.							

Remarks:

- General TRANS-1988 ON WATER RIGHT-31-0118.^^ P/D FOR STOCK-NESW, S4, T10N, R36E.^^ THIS CLAIM IS BASED ON WATER RIGHTS NUMBERS 31-0118 AND 31-0122. CHANGED ADDRESS PER REQUEST CV/06-13-00.

Dates:

Licensed Date:
 Claim Received Date:
 Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:

Other Information:

Receipt Number(s):
 State or Federal: S
 Owner Name Connector: OR
 Overall Max Diversion Rate: 2.75
 Overall Max Diversion Volume: 0
 Generic Max Rate per Acre:
 Generic Max Volume per Acre:
 Civil Case Number:
 Old Case Number:
 Decree Plaintiff:
 Decree Defendant:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Cary Act Number:
 Mitigation Plan: False



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

June 7, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

DOUGLAS DREXLER
7759 TALL OAKS DR
PARK CITY UT 84098

RE: Notice of Change of Water Right Ownership (NCO) for 31-118B, 31-120 and
Notice of Completed Administrative Proceeding (NCAP)

Dear Mr. Drexler:

On June 4, 2001, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: Scott P. Eskelson, Atty
Judith A Wagoner
Roy Laird Ranches
Valeria Maxwell

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Water Rights: 31-118B, 31-120

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party WAGONER, LAIRD, MAXWELL -- DREXLER
- ☐ I.C. § 42-222 transfer
 - ☐ point of diversion ☐ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: June 6, 2001

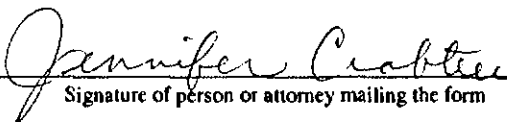


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on June 8, 2001, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707
2. One copy to:
Claimant/Seller for Substitution of Party or attorney of record:
JUDITH A WAGONER
ROY LAIRD RANCHES
VALERIA MAXWELL
3700 BROOKFIELD LN
IDAHO FALLS ID 83406
3. One copy to:
Claimant/Purchaser for Substitution of Party, or attorney of record:
DOUGLAS DREXLER
7759 TALL OAKS DR
PARK CITY UT 84098
4. One copy to:
Each party in the subcase, or attorney of record
N/A
5. One copy each to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

06/05/2001

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 31-118B

NAME AND ADDRESS: DOUGLAS DREXLER
7759 TALL OAKS DR
PARK CITY UT 84098

SOURCE: BEAVER CREEK

TRIBUTARY: CAMAS CREEK

QUANTITY: 0.090 CFS

PRIORITY DATE: 05/01/1894

POINT OF
DIVERSION:

T10N R36E S4 SENESW Within CLARK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
STOCKWATER

PERIOD OF USE
04/01 10/31

QUANTITY
0.090 CFS

PLACE OF USE:

STOCKWATER Within CLARK County

T10N R36E S33
T10N R36E S04
T10N R36E S09

SWSE
NWSE
NESE

T10N R36E S04
T10N R36E S09

SWNE
NWNE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY
FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF
THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A
POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION
42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

RECEIVED

JUN 04 2001

Department of Water Resources
Eastern Region

Law Offices of
Stephen E. Martin, PLLC

Stephen E. Martin, Email: sem@onewest.net
Scott P. Eskelson, Email: seskelson@onewest.net

P.O. BOX 3189
IDAHO FALLS, ID 83403-3189
PHONE: (208) 523-6644
FAX: (208) 522-0791

OFFICES:
425 S. HOLMES
IDAHO FALLS, ID 83401

May 21, 2001

Mr. Bryce Cantor
Mr. Ernie Carlsen
Idaho Dept. Of Water Resources
Eastern Region Office
Idaho Falls, ID

VIA HAND DELIVERY

RE: Roy Laird Ranches - Drexler

Dear Mr. Cantor:

I am addressing this letter to you as evidently you have been communicating over the past two or three days with Mr. Drexler. This will also be a situation and transaction with which Ernie is long familiar.

At long last another transaction has been completed between the parties. This transaction involved the acquisition, by Mr. Drexler, of some unrelated BLM grazing permits and a portion of a State of Idaho land lease (also dealing with grazing). With the completion of those transactions this Amendment to the original agreement between the parties becomes operative. It has been held in escrow with First American Title until this time.

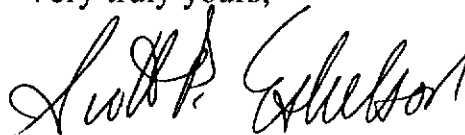
Therefore, delivered herewith is a copy of the First Amendment to Contract of Sale. For your purposes, the operative provisions are found at Section 1, and in particular Section 1.1 (Stockwater) and Section 1.2 (Irrigation Water). Please note that all of irrigation right no. 31-00120 is to be transferred to Mr. Drexler. All stock water which is appurtenant to the land purchased by Mr. Drexler is to be transferred to him as well. The parties realize and agree that this would mean some stock water under other water

rights (than 31-00120) will be transferred. All other water rights (stock or irrigation) are to be retained by Roy Laird Ranches Limited Partnership. Will you please take appropriate action to transfer these rights.

We realize that at the current time, given the status of the Director's recommendation report for the basin in which these rights are located, that what will ultimately result will be a recommendation to the court that when a decree is issued these rights would be decreed to Mr. Drexler. It is our understanding that this procedure is followed, rather than the transfer of the right under the normal forms because the Director has now submitted his report for this basin. However, again, we simply want to do everything required to be certain the rights are transferred to Mr. Drexler as specified in the Amendment.

Please contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott P. Eskelson", written in a cursive style.

Scott P. Eskelson

cc: Doug Drexler
Valeria Maxwell
Judy Wagoner

Law Offices of
Stephen E. Martin, PLLC

Stephen E. Martin, Email: sem@onewest.net
Scott P. Eskelson, Email: seskelson@onewest.net

P.O. BOX 3189
IDAHO FALLS, ID 83403-3189
PHONE: (208) 523-6644
FAX: (208) 522-0791

OFFICES:
425 S. HOLMES
IDAHO FALLS, ID 83401

May 17, 2001

First American Administrative Services

Attn: Kim

VIA FAX (208) 785-2851

FAXED

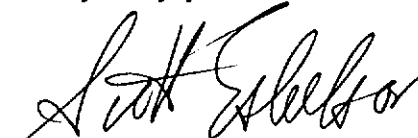
RE: Laird - Drexler escrow

Dear Kim:

Enclosed with this letter please see a letter dated May 15, 2001 I prepared addressed to you. This has been signed by Judy and Valeria. I will also include an additional signature page signed by Mr. Drexler which was just signed by me. I think it is self explanatory.

Then, just a few minutes ago I received a fax. This is a copy of the State of Idaho Lease which has now been signed. This was the final documents we were waiting for anyway and the original should now be on its way to you. So, could you please send me the original Amendment to Contract as soon as possible. I would say please send it FedEx and bill our office. I really want to get it and get it over to the State Water Resources Dept. So they can take care of some other matters. Please call if there are questions.

Very truly yours,


Scott P. Eskelson

Law Offices of
Stephen E. Martin, PLLC

Stephen E. Martin, Email: sem@onewest.net
Scott P. Eskelson, Email: seskelson@onewest.net

P.O. BOX 3189
IDAHO FALLS, ID 83403-3189
PHONE: (208) 523-6644
FAX: (208) 522-0791

OFFICES:
425 S. HOLMES
IDAHO FALLS, ID 83401

May 15, 2001

First American Administrative Services, Inc.
P.O. Box 580
Blackfoot, ID 83221

Attention: Kim

Re: Laird - Drexler Escrow 4062

Ladies and Gentlemen:

The last remaining documents from the State Department of Lands have been approved and are simply awaiting signature. Therefore, rather than delay further, the parties would like to conclude this transaction.

This letter would authorize you to (i) close this escrow, (ii) disburse the funds you are holding payable to Valeria Maxwell and Judy Wagoner (you may send them to my office), (iii) distribute the original First Amendment to Contract to my office, and (iv) deliver to each party the respective documents you are now holding pertaining to the BLM grazing permits. This escrow would then be considered fulfilled and closed and the First Amendment to Contract would become operative.

I will then deliver a copy of the First Amendment to Contract to the Idaho Department of Water Resources so that they can process the transfer of the water rights involved therein. Thank you for your cooperation.

Very truly yours,



Scott P. Eskelson

First American Administrative Services, Inc.

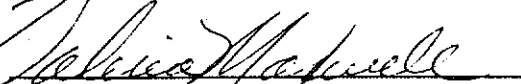
May 15, 2001

Page 2

Accepted and Agreed to:

Roy Laird Ranches Limited Partnership

By:


Valeria Maxwell, General Partner

Date:

05/16/01

By:


Judy Wagoner, General Partner

Date:

05/16/01

The Drexler Group, LLC

By:

Date:

Title:

SENT BY:

5 1 1:05PM

STEPHEN E. MARTIN

435 658 2597;# 4/10

p.2

First American Administrative Services, Inc.

May 15, 2001

Page 2

Accepted and Agreed to:

Roy Laird Ranches Limited Partnership

By:

Valeria Maxwell, General Partner

Date:

05/16/01

By:

Jody Wagoner, General Partner

Date:

05/16/01

The Drexler Group, LLC

By:

Doug E. Drexler

Date:

5/17/01

FIRST AMENDMENT TO CONTRACT OF SALE

This Agreement is made and entered into the 11 day of Jan, 2001, by **ROY LAIRD RANCHES LIMITED PARTNERSHIP**, an Idaho limited partnership, c/o Judith Anne Wagoner, 3700 Brookfield Lane, Idaho Falls, ID 83406, joined by **JUDITH ANNE WAGONER** and **VALERIA JANE MAXWELL**, as their sole and separate property as to any property identified herein, (hereinafter collectively "Seller"), **DOUGLAS DREXLER**, a single man, as to his sole and separate property as to both income and principal, whose address is: 7759 Tall Oaks Drive, Park City, UT 84098, (hereafter "Buyer"), and **THE DREXLER GROUP, LLC**, a Utah limited liability company, (hereafter "Drexler"), whose address is 7759 N. Tall Oaks Drive, Park City, UT 84098.

RECITALS:

A. On May 18, 2000, Seller and Buyer entered into a Contract of Sale ("the Original Contract") pursuant to which Buyer is purchasing certain real property in Clark County, Idaho from Seller. The property which is the subject of the Original Contract is described as follows:

Tract 1:

Township 10 North, Range 36 East of the Boise Meridian,
Clark County, Idaho:

Section 3: Lot 4, S1/2NW1/4, N1/2SW1/4

Section 4: That portion lying East of the Highway.

EXCEPTING THEREFROM: Highway right of way.

ALSO EXCEPTING THEREFROM: Railroad right of way.

ALSO EXCEPTING THEREFROM: Beaver Creek right of way.

Section 9: E1/2

EXCEPTING THEREFROM: Railroad right of way.

Section 10: W1/2NW1/4, S1/2SW1/4, NE1/4SW1/4

Section 14: N1/2SW1/4, SE1/4SW1/4, W1/2SE1/4

Section 15: S1/2S1/2, NE1/4SW1/4, NW1/4SE1/4

Section 22: All

EXCEPTING THEREFROM: County road right of way.

Section 23: W1/2E1/2, W1/2

EXCEPTING THEREFROM: County road right of way.

Section 26: N1/2NW1/4

Section 27: NE1/4NE1/4, W1/2E1/2, E1/2NW1/4, SW1/4

EXCEPTING THEREFROM: County road right of way.

Township 11 North, Range 36 East of the Boise Meridian,
Clark County, Idaho:

Section 28: SW1/4NE1/4, E1/2NW1/4, SW1/4NW1/4,
SW1/4, W1/2SE1/4, SE1/4SE1/4

EXCEPTING THEREFROM: Highway right of way.

ALSO EXCEPTING THEREFROM: Railroad right of way.

ALSO EXCEPTING THEREFROM: Sheep Experimentation Station Access.

Section 29: E1/2SE1/4

EXCEPTING THEREFROM: Sheep Experimentation Station Access.

Section 31: NE1/4, E1/2NW1/4, Lots 1, 2, 3, 4, 5 and 6,
NE1/4SW1/4, NW1/4SE1/4

EXCEPTING THEREFROM: County road right of way.

Section 32: NE1/4NE1/4, NE1/4SE1/4, Lot 1

EXCEPTING THEREFROM: Beaver Creek right of way.

Section 33: All

EXCEPTING THEREFROM: Highway right of way.

ALSO EXCEPTING THEREFROM: Railroad right of way.

ALSO EXCEPTING THEREFROM: Sheep Experimentation Station Access.

Tract 2:

Township 10 North, Range 36 East of the Boise Meridian,
Clark County, Idaho:

Section 21: E1/2SE1/4 (Judith Anne Wagoner and Valeria
Jane Maxwell, as owners)

EXCEPTING THEREFROM: County road right of
way.

Said property is hereafter referred to as "the Contract Property".

B. Seller and Drexler have now entered into a further agreement for the sale by Seller of certain grazing rights entitled "Contract to Purchase AUM's". Seller holds those rights under permits with the State of Idaho Department of Lands and U.S. Department of Interior, Bureau of Land Management ("the Grazing Permits"). That agreement for the sale of grazing rights is dated Jan 11, 2001, 2000, (hereafter "the Grazing Permit Contract").

C. Certain misunderstandings have arisen between Seller and Buyer as to the water rights which were to be assigned to Buyer under the terms of the Original Contract, as those water rights were described on page 3 of the Original Contract. Seller and Buyer have now resolved those differences and the water rights to be transferred to Buyer shall be as set forth in this Agreement and the parties desire to further provide certain agreements relating to the potential future transfer of the Grazing Permits.

D. The execution of this Agreement is a condition precedent to the obligations of Seller under the Grazing Permit Contract as more fully set forth therein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **Water Rights.** The water rights to be transferred and assigned to Buyer under the terms of the Original Contract shall be as follows:

1.1 Stock Water. All stock water rights appurtenant to the Contract Property purchased by Buyer. These rights have previously been identified and split up by the Idaho Department of Water Resources and no further action is required thereon.

1.2 Irrigation Water. 2,000 CFS (100 miner's inches) for irrigation use under State of Idaho Water Right No. 31-00120 (priority date of 1914). The parties will

execute appropriate documents to cause this transfer to be made as stated in Section 1.4 below.

1.3 Other Rights Retained. All other rights under State of Idaho Water Rights No. 31-00117, No. 31-00118, and No. 31-00119, or under any other claims made by Seller in the proceeding now commonly known as "the Snake River Adjudication", together with any other water rights of any type whatsoever now held by Seller shall be retained by Seller and are not transferred to Buyer.

1.4 Action to Transfer Rights. Seller and Buyer agree to take all action necessary for the transfer of the water rights identified herein which are to be transferred to Buyer, including but not limited to, the execution of documents to transfer the irrigation rights under State of Idaho Water Right No. 31-00120 in such a manner that those irrigation rights shall become appurtenant (upon the records of the Idaho Department of Water Resources), to the land which Buyer is purchasing from Seller and shall thereafter be capable of use on those lands in accordance with the laws of Idaho.

1.5 Location and Use of Water. Buyer acknowledges and agrees:

(a) Currently the location for use and the largest number of acres which may be irrigated in Section 27, T 10 N, Range 36 EBM under Water Right No. 31-00120 is 80 acres. It may be possible to obtain approval to water additional acres in that Section or to transfer such right to other land, but such action may require an application to the Idaho Department of Water Resources to change the place of use and acres irrigated under said water right and would require the approval of that application by the Idaho Department of Water Resources. The responsibility shall be upon Buyer for any change in place of use or increase in acreage.

(b) Under current policies and law administered by the Idaho Department of Water Resources, a water right holder is permitted to use, for irrigation purposes, one (1) miner's inch of water per acre. Seller makes no representation that the Idaho Department of Water Resources will recommend approval of the full 100 inches of water to be transferred to Buyer under State of Idaho Water Right No. 31-00120 for use upon 80 acres of land in Section 27, T 10 N, Range 36 EBM. Buyer may be required to submit additional information to the Department in order to justify the recommendation and approval of the Department for usage greater than the normal rate. Such information could include, but not be limited to, information as to soil porosity, transport loss or requirements of particular types of plants grown on the land.

2. Grazing Permits.

2.1 Restriction on Transfer. It is further agreed that from and after the date of execution of this Agreement the Grazing Permits may be transferred by Buyer only in accordance with the terms of this Agreement. Those Grazing Permits are identified as: See Schedule "1" attached hereto and incorporated by reference. This Schedule "1" is the same as attached to the Contract to Purchase AUM's; that is, the Grazing Permit Contract as defined herein.

2.2 Transfer of Permits. No further sale, transfer, or assignment of the Grazing Permits shall be made without the prior written consent of Seller so long as any portion of the purchase price set forth in the Original Contract remains unpaid ("a Prohibited Assignment"). For purposes of this Agreement and the Original Contract, the term Prohibited Assignment shall include a transfer or attempted transfer of any form or type as identified in the first paragraph of Section 19 of the Original Contract or any other action which would cause the Permits to no longer be associated with the property being purchased under the Original Contract as the base property for the Permits.

2.3 Default Upon Transfer. The parties to this Agreement recognize that, despite the provisions of Section 2.2 hereof, without providing a lien upon the Grazing Permits, it would be possible for Drexler to cause the Grazing Permits to be transferred upon the records of the issuing agency. The parties hereto desire to provide for remedies which would be available to Seller in the event of a Prohibited Assignment. Therefore, in the event that Drexler shall make a Prohibited Assignment, such action shall constitute an event of default under Section 12 of the Original Contract and Seller may then proceed to pursue any remedies provided to Seller under Section 12(c) in the Original Contract regardless of the fact that the Buyer may not otherwise be in default under the terms of the Original Contract. Buyer joins in the execution of this Agreement to evidence his agreement to the provision of Sections 2.2 and 2.3 hereof and the remedies and rights agreed upon herein.

2.4 Maintenance of Grazing Permits. Until the full and complete performance of all Buyer's obligations under the Original Contract, Drexler and Buyer agree as follows:

- (a) Drexler and Buyer shall take all action necessary to maintain the Grazing Permits in full force and effect, including payment of all required fees associated with the Grazing Permits, compliance with all laws and regulations

governing the Grazing Permits and renewal of the Grazing Permits to the full extent permitted by governing law.

(b) The land sold to Buyer under the Original Contract shall be and remain the base property associated with each Grazing Permit.

3. Personal Obligation.

Pursuant to the terms of the Grazing Permit Contract the Grazing Permits are to be purchased by and held in the name of Drexler. Nevertheless, in order to assure the coordination of obligations contained in this Agreement with those set forth in the Original Contract, Buyer and Drexler both join in the execution of this Agreement and agree to the terms hereof. In addition, Buyer agrees that Buyer shall take all action necessary to cause Drexler to fulfill its obligations under this Agreement.

4. Settlement.

The parties agree that this Agreement represents a full and final settlement of all issues, disagreements or claims between the parties with respect to the water rights described in the Original Contract. Upon the performance by Seller and Buyer of their respective obligations stated herein with respect to the water rights identified herein, Buyer and Seller each release the other from and waive any claim, right or cause of action arising out of any disagreement or dispute pertaining to those water rights described in the Original Contract and neither shall hereafter be liable to the other, except for the performance of the obligations stated herein. The terms of this Agreement are intended to be a full and final expression and settlement of the water rights to be conveyed to Buyer and the water rights to be retained by Seller under the Original Contract.

5. Year 2000 Grazing.

The parties also desire to clarify the division of funds received from grazing of cattle (under the verbal arrangements described in the Original Contract) on the Contract Property during the 2000 grazing season. The Seller shall be entitled to grazing fees from lessees for all cattle until the time when the cattle (except bulls) were moved off the Contract Property onto government permit lands. This occurs typically in July. The Buyer will be entitled to grazing fees from lessees for bulls left on the Contract Property after that date. The Buyer will be entitled to fall grazing fees if cattle are returned and grazed on the Contract Property in the fall of the year 2000. After the year 2000, all grazing fees shall belong to Buyer. Seller and Buyer both agree that, for purposes of

determining dates and numbers of animals, they will rely upon information submitted by grazing lessees in accordance with the past practices and records of those lessees as submitted to Seller for prior years.

6. Continuing Effect.

Except as specifically modified or amended herein, the Original Contract continues in full force and effect.

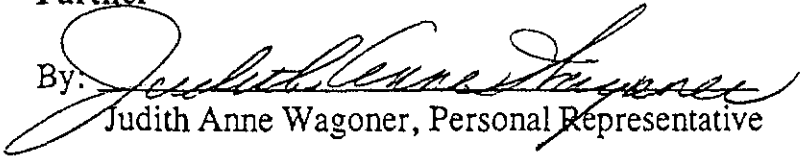
IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.

SELLER:

ROY LAIRD RANCHES LIMITED
PARTNERSHIP, an Idaho limited partnership

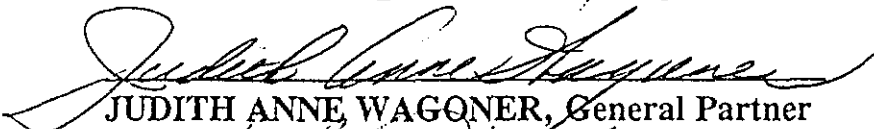
ESTATE OF PHYLLIS L. LAIRD, General
Partner

By:


Judith Anne Wagoner, Personal Representative

By:

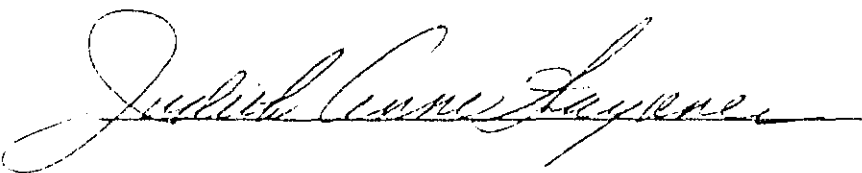

Valeria Jane Maxwell, Personal Representative


JUDITH ANNE WAGONER, General Partner


VALERIA JANE MAXWELL, General Partner

ADDRESS FOR ROY LAIRD RANCHES
LIMITED PARTNERSHIP:

c/o Judith Anne Wagoner
3700 Brookfield Lane
Idaho Falls, ID 83406



JUDITH ANNE WAGONER, Individually
3700 Brookfield Lane
Idaho Falls, ID 83406

Valeria J Maxwell
VALERIA JANE MAXWELL, Individually ..
P.O. Box 194
Dubois, ID 83406

BUYER:

THE DREXLER GROUP, LLC
By: Doug & Doreen
Title: member manager

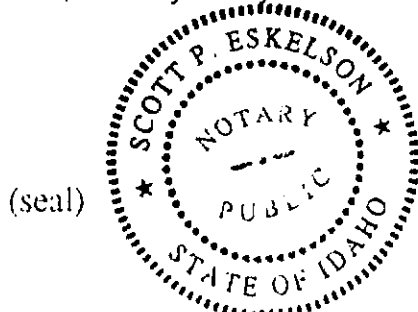
ADDRESS FOR BUYER:
7759 N. Tall Oaks Drive
Park City, UT 84098

STATE OF IDAHO)
County of Bonneville) ss.

Doug & Doreen, an individual

On the 2 day of Jan, 2001, before me, the undersigned, a notary public, in and for said State, personally appeared JUDITH ANNE WAGONER and VALERIA JANE MAXWELL, known or identified to me to be the persons whose names are subscribed to the within instrument, as the co-personal representatives of the Estate of Phyllis L. Laird, and acknowledged to me that they executed the same as such co-personal representative, and on behalf of said Estate as a general partner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

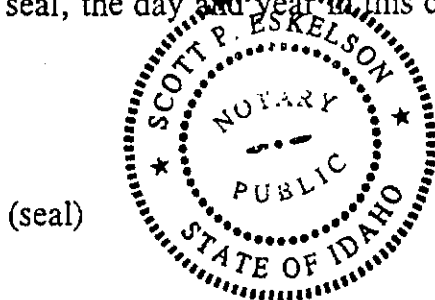


Scott P. Eskelson
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 10-25-2004

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 2 day of Jan, 2001, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared **JUDITH ANNE WAGONER** and **VALERIA JANE MAXWELL**, known or identified to me to be two of the partners in the partnership of Roy Laird Ranches Limited Partnership, an Idaho limited partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

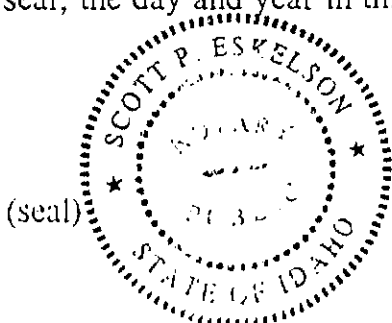


Scott P. Eskelson
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 10-25-2004

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 2 day of Jan, 2001, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared **JUDITH ANNE WAGONER**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



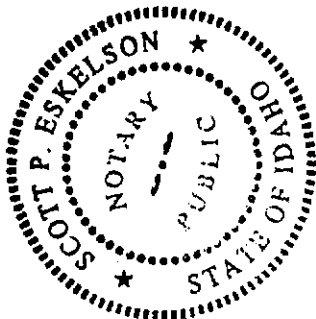
Scott P. Eskelson
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 10-25-2004

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 2 day of Jan, 2001, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared **VALERIA JANE MAXWELL**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)



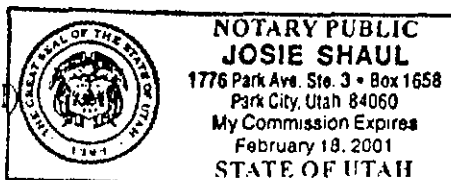
Scott P. Eskelson
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 10-25-2004

STATE OF ~~IDAHO~~ Utah
) ss.
County of Summit)

On the 11th day of January, 2001, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared **DOUGLAS DREXLER**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)



Josie Shaul
Notary Public for Idaho Utah
Residing at: Summit County
My commission expires: 2-18-01

STATE OF IDAHO^{utah})

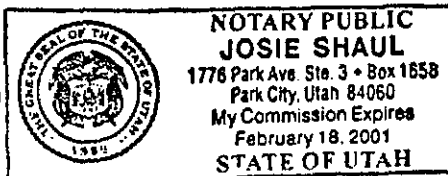
County of Summit)

ss.

On the 11th day of January, 2001, before me, the undersigned, a Notary Public, in and for the State of ~~Idaho~~^{utah}, personally appeared DOUGLAS DREXLER, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as member
manager of The Drexler Group, LLC, and that said company executed the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)



Josie Shaul
Notary Public for ~~Idaho~~^{utah}
Residing at: Summit County
My commission expires: 2-18-01

\\Secretary3\c\MyFiles\SEM-Clients\2664\Drexler-AmendedContract.wpd

SCHEDULE "1"

IDENTIFICATION OF PERMITS TO BE TRANSFERRED

1. State of Idaho - Department of Lands
Lease No. G-9010
Expiration Date: 2004

AUM's assigned to Buyer: 61 AUM's constituting those AUM's leased by the State of Idaho, Department of Lands, located in the E $\frac{1}{2}$ and that part of the E $\frac{1}{2}$ W $\frac{1}{2}$ which is East of the railroad tracks in Section 16, Township 10 N., Range 36 E.B.M. These AUM's are further described on the printout entitled "Lease Master Records" attached hereto and incorporated by reference on the first line on that sheet under the heading "Legal Description of Leased Ground." This will constitute a partial assignment or division of this lease. All other AUM's or rights granted under this lease are retained by Seller.

2. United States Department of Interior - Bureau of Land Management
Current Operator No. 113222
Preference No. 63
Term ends: 2/26/2008
Allotment: 15023 Dubois
Total AUM's in this permit: 620 AUM's
Total AUM's transferred to Buyer: 434 AUM's
Total AUM's to be retained by Seller: 186 AUM's

The AUM's transferred to Buyer shall be 434 AUM's in the Dubois 15023 Allotment lying on the north side of the Kilgore Highway. Seller retains all AUM's on the south side of the Kilgore Highway under the 15023 Dubois allotment except sheep AUM's, which are part of the 434 transferred and all AUM's on the West Create Butter 05065 and Twin Buttes 13000 Allotments.

RECEIVED

FEB 09 2001

01/16/2001

NOTICE OF ERROR
REPLY

Department of Water Resources
Eastern Region

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 9, 2001

Water right number: 31-118B

ROY LAIRD RANCHES
VALERIA MAXWELL

PO BOX 194
DUBOIS, ID 83423

Daytime Telephone Number: (208)374-5563

Evening Telephone Number:

JUDITH A WAGONER
3700 BROOKFIELD LN
IDAHO FALLS, ID 83406

Daytime Telephone Number:

Evening Telephone Number: (208)524-1346

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE:

Feb 9, 01

SIGNATURE:

Valeria S. Maxwell

Please print your name:

Valeria S. Maxwell

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, (208) 525-7161