



# STATE OF IDAHO

Department of Water Resources

Water Right(s): **31-120**

T10N R36E

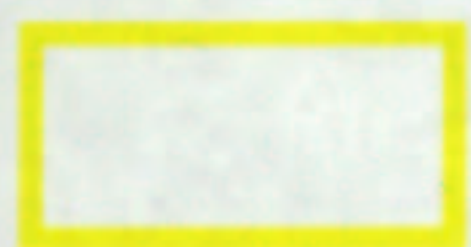


0 1320 2640 3960 5280 Feet

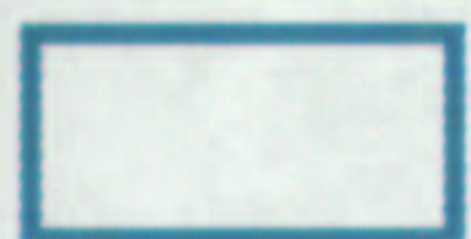
## LEGEND



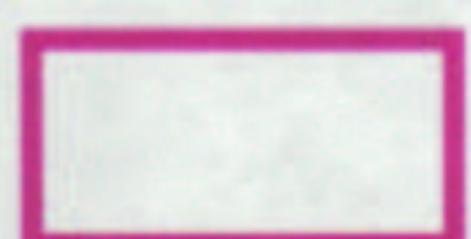
Point of Diversion



Place of Use



Section Line



Quarter-section line

**Acres Irrigated = 39.5**



GIS Place of Use Illustration  
1987/1988 NAPP photography  
Prepared by: E. Carlsen  
Date: January 2001

31-120

T10N R36E

27

28

NWSW  
37.0

SWSW  
2.5

34

33

01/05/2001

IDAHO DEPARTMENT OF WATER RESOURCES  
Adjudication Recommended Right Report

WATER RIGHT NO. 31-120

|                   |                         |
|-------------------|-------------------------|
| <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           |
| Original Owner    | JAMES LAIRD             |
|                   | X                       |
|                   | X, ZZ 0                 |

Priority Date: 09/22/1914  
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> |
| IRRIGATION            | 04/01       | 10/31     | 2 CFS                 |               |                    |
| STOCKWATER            | 04/01       | 10/31     | 0.11 CFS              |               |                    |

Total Diversion 2 CFS

Location of Point(s) of Diversion:

BEAVER CREEK      SWSENW      Sec. 21      Township 10N      Range 36E      CLARK County

IRRIGATION Use:  
Acre Limit: 39.5

Place(s) of use:

Place of Use Legal Description: IRRIGATION      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          | 27             |            | NWSW         | 37           |            | SWSW         | 2.5          |            |              |              |            |              |              |

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          | 27             |            | SESW         |              |            | NWSW         |              |            | SWSW         |              |            |              |              |

Total Acres: 39.5

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: 06/14/1988  
Enlargement Use Priority Date:  
Enlargement Statute Priority Date:  
Decreed Date: 11/01/1930  
Date Filed with Court:  
Objection Filed Date:  
SF5 Filed:  
Special Master Recom Signed Date:

Element Reviewed/Verified Dates:

| Element       | Last Review Date   | Reviewer | Last Verified Date | Verifier | Status     |
|---------------|--------------------|----------|--------------------|----------|------------|
| Contacts      | 1/5/01 10:57:46 AM | ECarlsen |                    |          | In Process |
| POD           | 1/5/01 11:35:52 AM | ECarlsen |                    |          | In Process |
| Priority Date | 1/5/01 10:58:56 AM | ECarlsen |                    |          | In Process |
| Quantity      | 1/5/01 12:47:08 PM | ECarlsen |                    |          | In Process |
|               | 1/5/01 11:37:49 AM | ECarlsen |                    |          | In Process |
| Season        | 1/5/01 11:38:53 AM | ECarlsen |                    |          | In Process |
| Source        | 1/5/01 11:32:46 AM | ECarlsen |                    |          | In Process |
| Use           | 1/5/01 12:48:20 PM | ECarlsen |                    |          | In Process |

Other Information:

Receipt Number(s):  
State or Federal: S  
Owner Name Connector: OR  
Water District Number: 31  
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:

| Element       | Date Time Stamp    | Reviewer | Log Text                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------|--------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contacts      | 1/5/01 10:57:43 AM | ECarlsen | 1. Appointment has not been scheduled.<br>Comment for 1: Met previously with claimants. Subsequent to commencement of SRBA, the irrigation system has been converted to sprinkler irrigation on a new pou.                                                                                                                                                                                                |
| POD           | 1/5/01 11:35:50 AM | ECarlsen | 1. (NO) The basis is not beneficial use.<br>2. (YES) Parent right has a Point of Diversion.<br>3. (YES) The claimed Point of Diversion can be verified using the water right file.<br>8. (NO) Point of Diversion remark was not required.<br>9. (NO) Point of Diversion condition was not required.                                                                                                       |
| POD           | 1/5/01 11:07:53 AM | ECarlsen | Edited point location                                                                                                                                                                                                                                                                                                                                                                                     |
| Priority Date | 1/5/01 10:58:52 AM | ECarlsen | 1. (NO) There has not been a later court decree of the water right(s) from the water source.<br>4. (NO) The basis of claim is not beneficial use.<br>5. (NO) The basis of claim is not a posted notice.<br>6. (YES) Parent right has a priority date.<br>7. (NO) The basis of claim is not an application or permit.<br>12. (YES) The claim is recommended.<br>14. (NO) Priority remark was not required. |

|          |                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|--------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Quantity | 1/5/01 12:47:05 PM | ECarlsen | <p>15. (NO) Priority condition was not required.</p> <p>1. (NO) The basis of claim is not beneficial use.</p> <p>2. (NO) The basis of claim is not a posted notice.</p> <p>3. (YES) The parent right has a diversion rate and/or diversion volume.</p> <p>4. (NO) The claimed diversion rate and/or volume can not be verified using the water right file.</p> <p>5. (NO) A flow measurement was not required.</p> <p>Comment for 5: Hubble Analysis for this soil type, Buist, and filed in claim folder 31-117 for property also owned by the claimant revealed an irrigation requirement of .04 cfs/ac.</p> <p>6. (NO) The source is not ground water and the purpose of use does not require a diversion volume limit.</p> <p>9. (NO) Quantity remark was not required.</p> |
| Quantity | 1/5/01 11:37:47 AM | ECarlsen | <p>10. (NO) Quantity condition was not required.</p> <p>1. (NO) The basis of claim is not beneficial use.</p> <p>2. (NO) The basis of claim is not a posted notice.</p> <p>3. (YES) The parent right has a diversion rate and/or diversion volume.</p> <p>4. (YES) The claimed diversion rate and/or volume can be verified using the water right file.</p> <p>7. (NO) The parent right does not have an annual diversion volume limit.</p> <p>9. (NO) Quantity remark was not required.</p>                                                                                                                                                                                                                                                                                    |
| Season   | 1/5/01 11:38:50 AM | ECarlsen | <p>10. (NO) Quantity condition was not required.</p> <p>1. (NO) The basis of claim is not beneficial use.</p> <p>2. (NO) The parent right does not have a period of use.</p> <p>4. (NO) There is not evidence that there has been a change to the period of use.</p> <p>9. (NO) The file does not contain all the necessary information to verify the period of use.</p> <p>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.</p> <p>13. (YES) Irrigation is the purposed use.</p>                                                                                                                                                                                              |
| Source   | 1/5/01 11:32:42 AM | ECarlsen | <p>15. (NO) Period of Use remark was not required.</p> <p>16. (NO) Period of Use condition was not required.</p> <p>1. (NO) The basis is not beneficial use.</p> <p>2. (YES) Parent right has a source.</p> <p>3. (YES) The claimed source can be verified using the water right file.</p> <p>8. (YES) The source is surface water.</p> <p>9. (YES) The source is a standard source.</p> <p>10. (NO) Source remark was not required.</p>                                                                                                                                                                                                                                                                                                                                        |
| Use      | 1/5/01 12:48:17 PM | ECarlsen | <p>11. (NO) Source condition was not required.</p> <p>1. (NO) The basis of claim is not beneficial use.</p> <p>2. (YES) The parent right has a purpose of use.</p> <p>3. (YES) The claimed purpose of Use can be verified using the water right file.</p> <p>11. (NO) Purpose of Use remark was not required.</p> <p>12. (NO) Purpose of Use condition was not required.</p>                                                                                                                                                                                                                                                                                                                                                                                                    |

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 31-120  
Date Received: 6/14/88  
Receipt No:  
Received By: *E02633b*  
*gc*

**AMENDED 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

ROY LAIRD RANCHES Phone: (208)374-5563

PO BOX 194  
DUBOIS ID 83423

JUDITH A WAGONER Phone: (208)524-1346

3700 BROOKFIELD LANE  
IDAHO FALLS ID USA 83406

2. Date of Priority: 09/22/1914

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   | 21      | SW SE NW              | CLARK  |

5. Description of diverting works:

DAM TO OPEN DITCH.

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) A.F.A |
|------------|-------|-------|--------|------------|
| IRRIGATION | 04/15 | 10/15 | 2      |            |
| STOCKWATER | 04/15 | 10/15 | 0.11   |            |

7. Total Quantity Appropriated is:  
2 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   | 27      | SW  | SW     |     | STOCKWATER    |       |
|          |       |         | NW  | SW     |     | STOCKWATER    |       |
|          |       |         | NE  | SW     |     | STOCKWATER    |       |
|          |       |         | SE  | NW     |     | STOCKWATER    |       |
|          |       |         | NW  | SW     |     | IRRIGATION    | 38    |
|          |       |         | SW  | SW     |     | IRRIGATION    | 16    |
|          |       |         |     |        |     | Section Acres | 54    |
|          |       |         |     |        |     | Total Acres   | 54    |

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: STOCKWATER: 1000 SHEEP, 250 CATTLE.

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

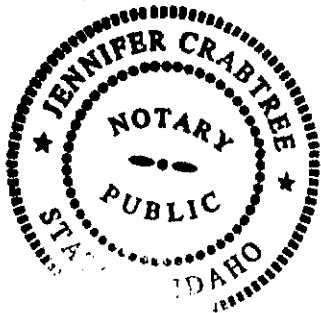
of Nov 2000

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: A31-00120  
Date Received: 6/14/1988  
Receipt No: 4000100  
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: ROY LAIRD RANCHES 208-754-5217  
Address: P.O. BOX 62  
DUBOIS, ID 83423  
OR  
Name: JUDITH A. WAGONER 208-524-1346  
Address: 3700 BROOKFIELD LANE  
IDAHO FALLS, ID 83406  
OR  
Name: VALERIA MAXWELL 208-754-5217  
Address: P.O. BOX 62  
DUBOIS, ID 83423

2. Date of Priority: SEP 22, 1914

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

4. Point of Diversion:

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

5. Description of diverting works:  
2 DAMS WITH HEADGATES (P/D #1 & #2), HEADGATE P/D #3.

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/15 | 10/15 | 2.000  |      |        |
| STOCKWATER | 04/15 | 10/15 | 0.110  |      |        |

7. Total Quantity Appropriated is:  
2.000 C.F.S. (and/or) A.F.A.

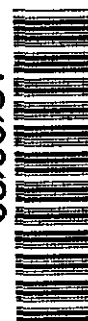
8. Total consumptive use is 310.0 Acre Feet Per Annum.

A31-00120

Page 1

Date: 06/14/88

A3100120



MICROFILMED

NOV 17 1992

9. Non-irrigation uses:

STOCKWATER/ 250 HEAD CATTLE, 1000 HEAD SHEEP.

10. Place of Use:

| Township | Range | Section | 1/4 | of | 1/4 | Lot | Use           | Acres |
|----------|-------|---------|-----|----|-----|-----|---------------|-------|
| 10N      | 36E   | 27      | SE  |    | NW  |     | STOCK         |       |
|          |       |         | NE  |    | SW  |     | STOCK         |       |
|          |       |         | NW  |    | SW  |     | STOCK         |       |
|          |       |         | SW  |    | SW  |     | STOCK         |       |
|          |       | 28      | SW  |    | NW  |     | IRR           | 1.0   |
|          |       |         | SW  |    | NW  |     | STOCK         |       |
|          |       |         | SE  |    | NW  |     | IRR           | 20.0  |
|          |       |         | SE  |    | NW  |     | STOCK         |       |
|          |       |         | NE  |    | SW  |     | IRR           | 20.0  |
|          |       |         | NE  |    | SW  |     | STOCK         |       |
|          |       |         | NW  |    | SW  |     | IRR           | 2.0   |
|          |       |         | NW  |    | SW  |     | STOCK         |       |
|          |       |         | SW  |    | SW  |     | IRR           | 28.0  |
|          |       |         | SW  |    | SW  |     | STOCK         |       |
|          |       |         | SE  |    | SW  |     | IRR           | 36.0  |
|          |       |         | SE  |    | SW  |     | STOCK         |       |
|          |       |         | NW  |    | SE  |     | IRR           | 1.0   |
|          |       |         | NW  |    | SE  |     | STOCK         |       |
|          |       |         | SW  |    | SE  |     | IRR           | 1.0   |
|          |       |         | SW  |    | SE  |     | STOCK         |       |
|          |       |         |     |    |     |     | Section Acres | 109.0 |
|          |       | 33      | NW  |    | NE  |     | IRR           | 2.0   |
|          |       |         | NW  |    | NE  |     | STOCK         |       |
|          |       |         | NE  |    | NW  |     | IRR           | 6.0   |
|          |       |         | NE  |    | NW  |     | STOCK         |       |
|          |       |         | NW  |    | NW  |     | IRR           | 7.0   |
|          |       |         | NW  |    | NW  |     | STOCK         |       |
|          |       |         |     |    |     |     | Section Acres | 15.0  |
|          |       |         |     |    |     |     | Total Acres   | 124.0 |

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:

31-0117, 31-0118, 31-0119, 31-0122.

14. Remarks:

15. Basis of Claim: DECREED  
Water Right Number:  
Case Number:  
Court :  
Decree date:

ERNEST SAUVE

Decree Plaintiff

W. H. ABBOTT

vs

Decree Defendant

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): *Justin C. Nguyen* Date: 6/14/88  
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 Clark ) ss.

Subscribed and sworn (or affirmed) before me this 14<sup>th</sup> day

of June 19 88

Seal

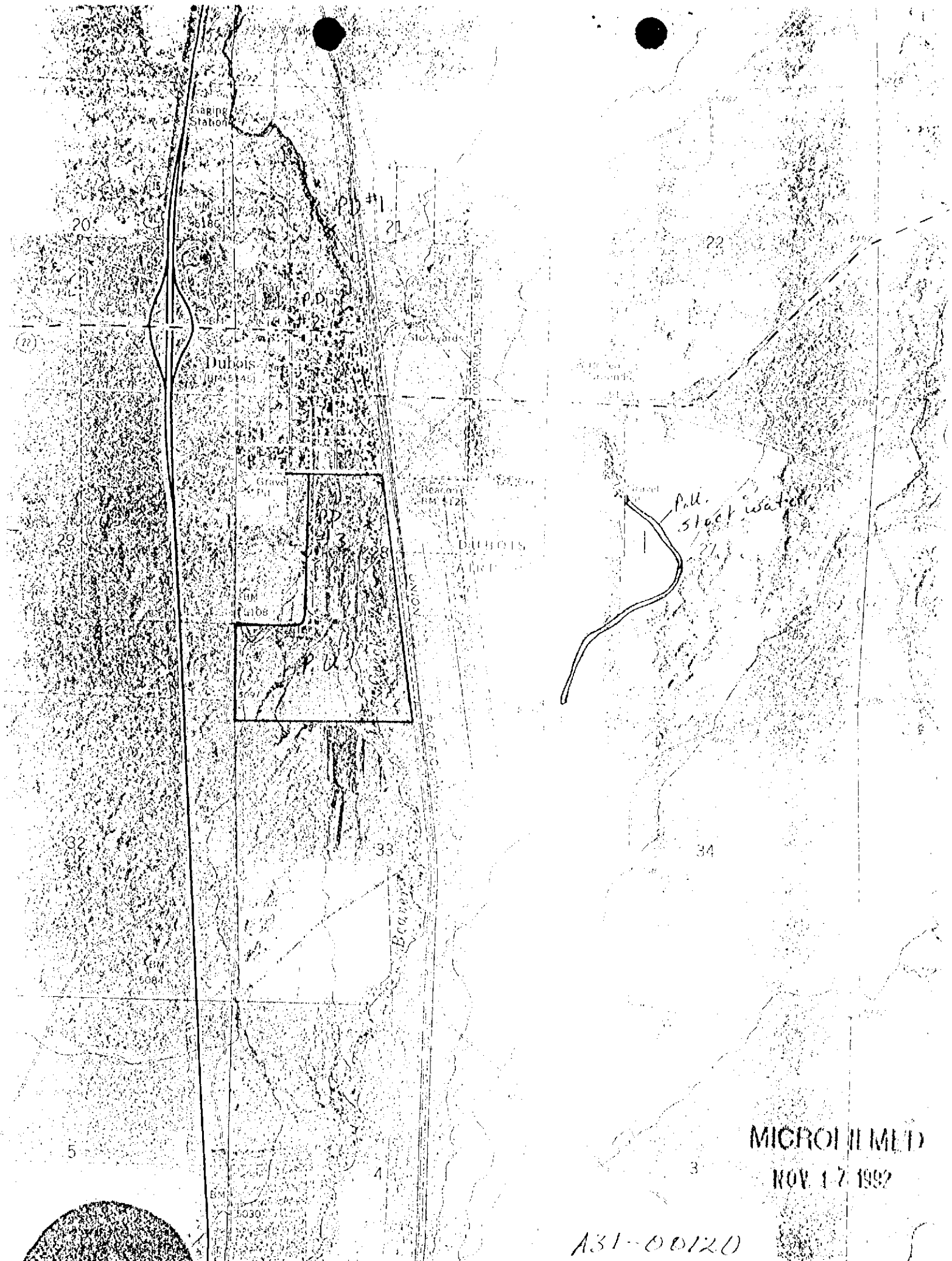
Carsten Fritschle  
Notary Public

Residing at

Eagle, Id

My Commission Expires

3-21-94



MICROFILMED  
NOV 17 1992

A31-00120



# STATE OF IDAHO

Department of Water Resources

Water Right(s): **31-120**

T10N R36E



0 1320 2640 3960 5280 Feet

## LEGEND



Point of Diversion

Place of Use

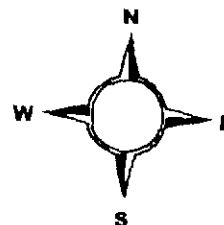


Section Line



Quarter-section line

Acres Irrigated :: 39.5



GIS Place of Use Illustration  
1987/1988 NAPP photography  
Prepared by: E. Carlsen  
Date: January 2001

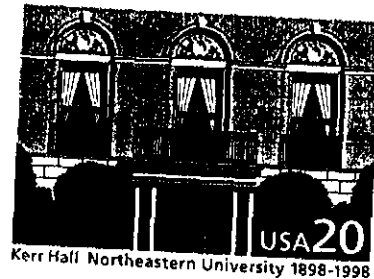
DEAR SIR OR MADAM:

WATER RIGHT NUMBERS A31-00117, A31-00118, A31-00119 AND  
A31-00120 HAVE BEEN CHANGED TO REFLECT THE ADDRESS ON THE  
FRONT OF THIS CARD.

RESPECTFULLY SUBMITTED;

*Cheri Vandermeulen*

CHERI VANDERMEULEN  
RECORDS CLERK  
DEPARTMENT OF WATER RESOURCES



ROY LAIRD RANCHES  
PO BOX 194  
DUBOIS ID 83423-0194



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

June 8, 2000

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

Roy Laird Ranches  
PO Box 194  
Dubois, ID 83423-0194

P.O. Box 62  
Dubois, ID

RE: Snake River Basin Adjudication (SRBA)  
Water Rights #31-07273, A31-00117, A31-00118, A31-00119  
& A31-00120

83423

208-751-5217

Dear Water Right Holder:

Mail recently sent to you was returned to us by the Postal Service. They also advised us your address has changed to the above address. We have enclosed the returned mail.

Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, **list any other water rights you have**, and return this letter by June 22, 2000. Thank you for your help.

**If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.**

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1/800-451-4129 to obtain a form to make this required change to the water right records.

Sincerely,

Sally Sherman  
Technical Records Specialist  
Adjudication Bureau

SS:region

Enclosure:

Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Water Right Holder's Signature

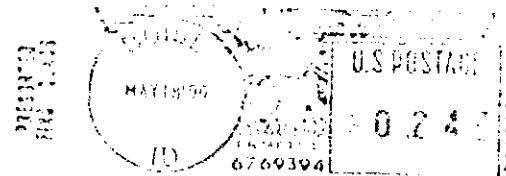
Telephone No.

*Valerie J. McPherson* 1-208-374-5563

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
1301 North Orchard Street, P.O. Box 83720  
Boise, Idaho 83720-0098

Return Service Requested

31-07273  
A31-00117  
✓ - 00118  
✓ - 00120



LAIR 062

RECEIVED

MAY 25 2000

Department of Water Resources

A31-00119  
ROY LAIRD RANCHES  
PO BOX 62

DUBOIS

ID 83423

LAIR062 034232001 1699 04 05/23/00  
RETURN TO SENDER  
LAIRD  
PO BOX 194  
DUBOIS ID 83423-0194  
RETURN TO SENDER

AUMS 83423





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.

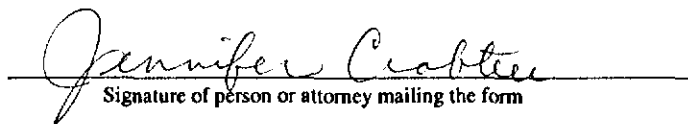
DATED: June 6, 2001

Ernest Carlier  
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: 31-120  
NAME AND ADDRESS: DOUGLAS DREXLER  
7759 TALL OAKS DR  
PARK CITY UT 84098

SOURCE: BEAVER CREEK                      TRIBUTARY: CAMAS CREEK

QUANTITY: 2.000 CFS

PRIORITY DATE: 09/22/1914

POINT OF  
DIVERSION: T10N R36E S21 SWSNW Within CLARK County

PURPOSE AND  
PERIOD OF USE:

| <u>PURPOSE OF USE</u> | <u>PERIOD OF USE</u> | <u>QUANTITY</u> |
|-----------------------|----------------------|-----------------|
| STOCKWATER            | 04/01 10/31          | 0.110 CFS       |
| IRRIGATION            | 04/01 10/31          | 2.000 CFS       |

PLACE OF USE: STOCKWATER Within CLARK County

|               |      |               |      |
|---------------|------|---------------|------|
| T10N R36E S27 | SESW | T10N R36E S27 | NESW |
| T10N R36E S27 | NWSW | T10N R36E S27 | SWSW |

IRRIGATION Within CLARK County

|               |      |      |               |      |     |
|---------------|------|------|---------------|------|-----|
| T10N R36E S27 | NWSW | 37.0 | T10N R36E S27 | SWSW | 2.5 |
|---------------|------|------|---------------|------|-----|

39.5 ACRES TOTAL

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.  
THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

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.

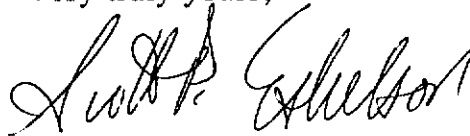
Therefore, delivered herewith is a copy of the First Amendment to Contract of Sale. For your purposes, the operative provisions are found at Section 1, and in particular Section 1.1 (Stockwater) and Section 1.2 (Irrigation Water). Please note that all of irrigation right no. 31-00120 is to be transferred 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". The signature is fluid and cursive, with the first name "Scott" being more prominent.

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: saskelson@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



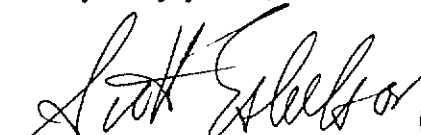
RE: Laird - Drexler escrow

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

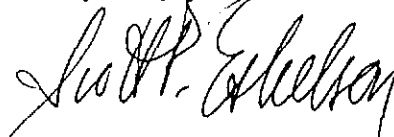
Ladies and Gentlemen:

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

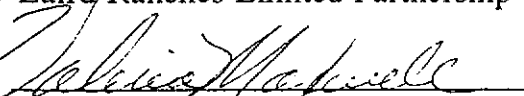
First American Administrative Services, Inc.

May 15, 2001

Page 2

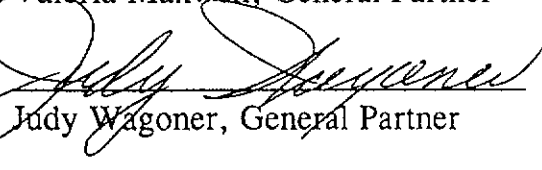
Accepted and Agreed to:

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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SENT BY:

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*  
Valeria Maxwell, General Partner

Date: *05/16/01*

By: *Jody Wagoner*  
Jody Wagoner, General Partner

Date: *05/16/01*

The Drexler Group, LLC

By: *Doug E. Drexler*  
Title: *Owner*

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.

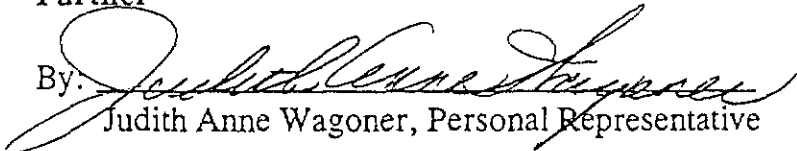
Except as specifically modified or amended herein, the Original Contract continues in full force and effect.

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

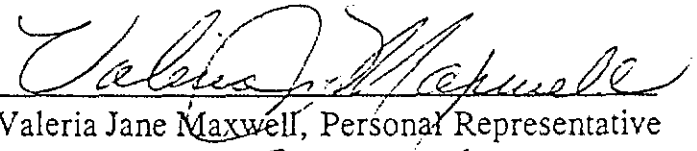
SELLER: ROY LAIRD RANCHES LIMITED  
PARTNERSHIP, an Idaho limited partnership

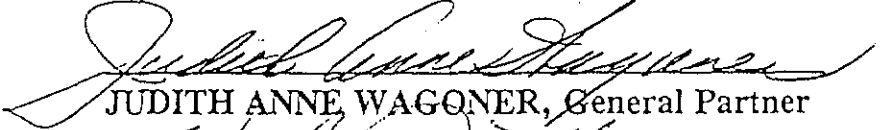
ESTATE OF PHYLLIS L. LAIRD, General  
Partner

By:

  
Judith Anne Wagoner, Personal Representative

By:

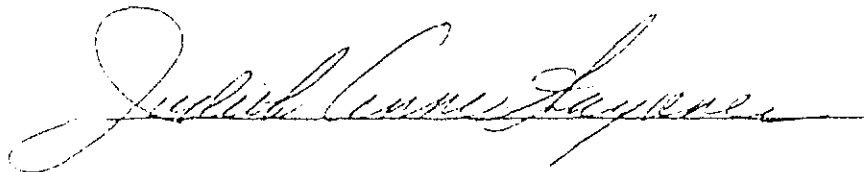
  
Valeria Jane Maxwell, Personal Representative

  
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:

Title:

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

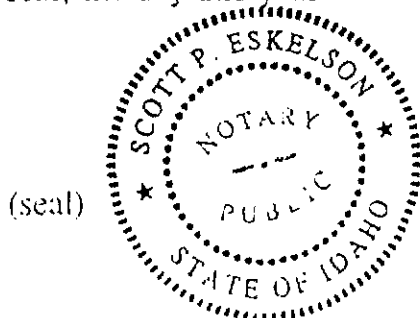
STATE OF IDAHO )

) ss.

County of Bonneville )

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.



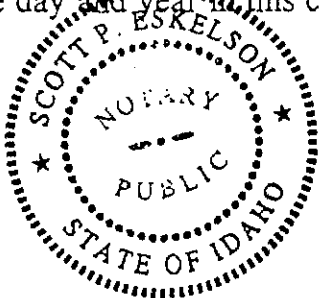
Scott P. Eskelson  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: 10-25-2004

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.

(seal)



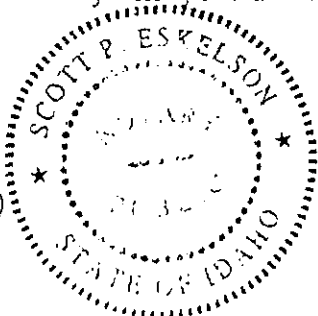
Scott P. Eskelson  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: 10-25-2004

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.

(seal)

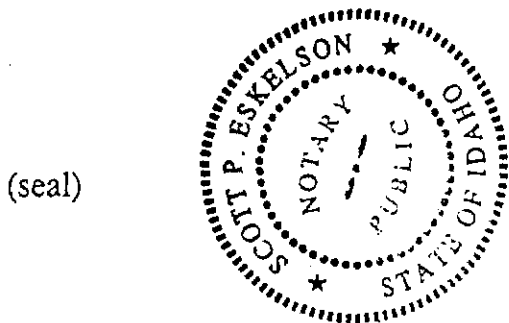


Scott P. Eskelson  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My commission expires: 10-25-2004

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.

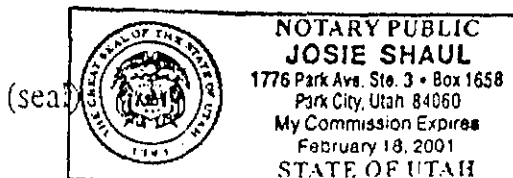


Scott P. Eskelson  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My commission expires: 10-25-2004

STATE OF IDAHO Utah  
 ) ss.  
County of Summit )

On the 11<sup>th</sup> 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.



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

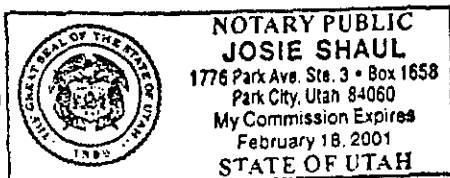
STATE OF IDAHO<sup>67-11-1</sup>)

County of Summit) ss.

On the 11<sup>th</sup> day of January, 2001, before me, the undersigned, a Notary Public, in and for the State of <sup>Utah</sup>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 his capacity as managing member 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 E½ and that part of the E½W½ 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

01/16/2001

FEB 09 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: 31-120

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 J. Maxwell

Please print your name:

Valeria J. Maxwell

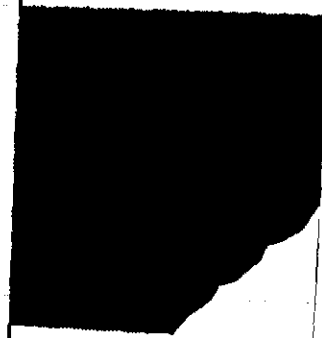
IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, (208) 525-7161

31-120

T10N R36E

28

27



SWSW  
2.5

33

34

## FAX COVER

Law Office  
**Stephen E. Martin**  
Stephen E. Martin, Esq.  
Scott P. Eskelson, Esq.  
425 Holmes Avenue (83401)  
P.O. Box 3189  
Idaho Falls, Idaho 83403-3189

TO: JenniferCOMPANY: Idaho Water ResourcesFAX #: (208) 525-7177RE: LAIRD SALES TO DREXLER AND COURTWRIGHT

## ITEMS:

1. Three Special Warranty Deeds

## COMMENTS:

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by collect telephone at (208) 522-0791, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

If you do not receive pages of this fax, please contact us at the number listed above.

Telecopier Operator

Cheryl*Doug Drexler**-(800) 550 8830**(208) 390-4828**Stacy Gaudin**Chapman**Mike Kern attorney**350-3633**-0768 FAX.*PAGES: 11 (including cover sheet)DATE: May 17, 2000

**FAX COVER SHEET**

Law Offices of  
**Stephen E. Martin, PLLC**

Stephen E. Martin, Email: semartin@srv.net  
Scott P. Eskelson, Email: seeskelson@onewest.net

425 Holmes Avenue (83401)  
P.O. Box 3189  
Idaho Falls, Idaho 83403-3189

Telephone (208) 523-6644  
Facsimile (208) 522-0791

TO: Jennifer FROM: Scott P. Eskelson  
COMPANY: Idaho Water Resources PAGES: 17 (including cover sheet)  
FAX #: (208) 525-7177 DATE: May 17, 2000  
RE: LAIRD SALES TO DREXLER AND COURTWRIGHT

**ITEMS:**

1. Three Special Warranty Deeds

**COMMENTS:**

*This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by collect telephone at (208) 522-0791, and return the original message to us at the above address via the U.S. Postal Service. Thank you.*

*If you do not receive pages of this fax, please contact us at the number listed above.*

Telecopier Operator

Cheryl

Law Offices

**RIGBY, THATCHER, ANDRUS  
RIGBY, KAM & MOELLER, Chartered**

Ray W. Rigby  
Gordon S. Thatcher  
G. Rich Andrus  
Jerry R. Rigby  
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Gregory W. Moeller

P.O. Box 250  
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Rexburg, ID 83440

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Rexburg: (208) 356-3633  
Fax: (208) 356-0768  
E-Mail: [Rexlaw@rigby-thatcher.com](mailto:Rexlaw@rigby-thatcher.com)

7-8-30-00  
① This  
② 2001 rnth. agreement.  
Randy H 201.#  
208-374-5391  
5271  
dnt. (m sn.

August 22, 2000

Scott P. Eskelson  
Attorney at Law  
425 South Holmes Avenue  
Idaho Falls, Idaho 83401

Dear Scott:

**RE: Transfer of Water Rights to Doug Drexler**

I just wanted to touch bases with you to insure that the appropriate steps are being taken to transfer the water right that was appurtenant to the property to Doug Drexler. We have heard rumors that your clients may attempt to switch an older water right that has not historically been used on the property. We just wanted to insure that the water right that has been historically used on the property by Randy Grover is transferred to Mr. Drexler.

If you anticipate any problems, please contact me as soon as possible. *junior*

Sincerely,

Michael S. Kam

MSK:dc

Drexler.ltr

## SPECIAL WARRANTY DEED

THIS INDENTURE is made this \_\_\_\_\_ day of May, 2000, between **ROY LAIRD RANCHES LIMITED PARTNERSHIP**, an Idaho limited partnership, c/o Judith Anne Wagoner, 3700 Brookfield Lane, Idaho Falls, ID 83406, the "Grantor", and **DOUGLAS DREXLER**, a single man, as to his sole and separate property as to both income and principal, of Summit County, Utah, whose mailing address is 7759 Tall Oaks Drive, Park City, Utah 84098, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Clark, State of Idaho, to-wit:

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, Clerk 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.

SUBJECT TO all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

SUBJECT TO an existing Farm Lease in favor of Randy Grover as Tenant dated May 24, 1996, and which expires by its terms December 31, 2002. Buyer agrees to accept the property subject to said Lease, to assume the obligations of Landlord thereunder, and to perform the same and shall be entitled to the rent due to the Landlord under the same.

FURTHER RESERVING unto the Seller one-half (1/2) of all gas, oil, geothermal or other mineral rights.

FURTHER SUBJECT TO existing verbal grazing agreements previously granted by the Seller to other third parties. Seller is further retaining the

right to all grazing fees to be paid by said parties both before and after the closing date.

FURTHER SUBJECT TO the following items:

1. **Section 33:**  
Agreement upon the terms, conditions and provisions contained therein:  
Dated: April 19, 1916  
Parties: Oregon Short Line Railroad Company  
Recorded: May 8, 1916, in Book 1 at page 100, Clark County
2. **Section 33:**  
Agreement upon the terms, conditions and provisions contained therein:  
Dated: May 8, 1916  
Parties: Oregon Short Line Railroad Company  
Jack McKeun  
Recorded: May 24, 1916, in Book 1 at page 118, Clark County
3. **Section 9:**  
Agreement upon the terms, conditions and provisions contained therein:  
Dated: September 5, 1916  
Parties: Oregon Short Line Railroad Company  
Recorded: September 26, 1916, Book 1 of Misc. At Page 129, Clark County
4. **Section 4:**  
Contract upon the terms, conditions and provisions contained therein:  
Recorded: January 27, 1919, in Book 1 of Deeds at Page 24, Clark County  
Party of the First Part: Director General of Railroads, United States Railroad Administration  
Party of the Second Part: Stanley E. Orin

5. **Section 29:**  
Easement granted to American Telephone and Telegraph Company of Wyoming recorded July 22, 1929 in Book 2 of Misc., page 261, records of Clark County.
6. **Section 31:**  
Easement granted to American Telephone and Telegraph Company of Wyoming recorded July 22, 1929 in Book 2 of Misc., page 263, records of Clark County.
7. **Section 29:**  
Easement granted to American Telephone and Telegraph Company of Wyoming recorded August 3, 1929 in Book 2 of Misc., page 278, records of Clark County.
8. **Section 29:**  
Easement granted to American Telephone and Telegraph Company of Wyoming recorded August 3, 1929 in Book 2 of Misc., page 288, records of Clark County.
9. **Section 31:**  
Easement granted to American Telephone and Telegraph Company of Wyoming recorded August 3, 1929 in Book 2 of Misc., page 289, records of Clark County.
10. **Section 29:**  
Restrictions contained in that certain Right of Way Deed to the State of Idaho, recorded April 11, 1931, in Book 4, at Page 688, records of Clark County.
11. **Various Sections in Townships 10 and 11 North, Range 36EBM:**  
Easement granted to Utah Power & Light Company recorded in Book 11 at Page 476, records of Clark County.
12. **Section 33:**  
Restrictions contained in that certain Right of Way Deed to the State of Idaho, recorded in Book Unknown, at Page 223, records of Clark County.

13. **Various Sections in Township 11 North, Range 36EBM:**  
Resolution Granting an Easement for Highway Purposes unto the State of Idaho, recorded April 14, 1931, Book 1, Page 387, records of Clark County.
14. **Various Sections in Township 11 North, Range 36EBM:**  
Easement ranted to United States of America, recorded March 13, 1934 in Book 9 at Page 206, records of Clark County.
15. **Sections 29 and 32:**  
Easement and Right of Way granted to The Idaho Live Stock Lands, Incorporated, recorded December 3, 1940 in Book 3 at Page 24, records of Clark County.
16. **Various Sections in Townships 10 and 11 North, Range 36EBM:**  
Easement granted to Utah Power & Light Company recorded July 17, 1943 in Book 3 of Misc., Page 116, records of Clark County.
17. **Section 4:**  
Borrow Permit granted to State of Idaho recorded January 17, 1961 in Book 4 of Misc., page 452, records of Clark County.
18. **Various Sections in Townships 10 and 11 North, Range 36EBM:**  
Restrictions contained in that certain Warranty Deed to the State of Idaho, recorded September 17, 1963, in Book 15, at Page 221, records of Clark County.
19. **Section 27:**  
Borrow Permit granted to State of Idaho recorded April 23, 1963 in Book 4 of Misc., page 584, records of Clark County.
20. **Sections 22 and 23:**  
Restrictions contained in that certain Quitclaim Deed to the State of Idaho, recorded January 29, 1963, in Book 15, at Page 145, records of Clark County.

21. **Sections 22 and 23:**  
Restrictions contained in that certain Quitclaim Deed to the State of Idaho, recorded January 29, 1963, in Book 15, at Page 146, records of Clark County.
22. **Section 27:**  
Restrictions contained in that certain Quitclaim Deed to the State of Idaho, recorded January 29, 1963, in Book 15, at Page 144, records of Clark County.
23. **Sections 22 and 23:**  
Easement granted to Clark County, recorded April 23, 1963 in Book 4, Page 585, records of Clark County.
24. **Section 29:**  
Borrow Permit granted to State of Idaho recorded April 23, 1963 in Book 4 of Misc., page 453, records of Clark County.
25. **Various Sections in Township 11 North, Range 36EBM:**  
Restrictions contained in that certain Right of Way Deed to the State of Idaho, recorded September 17, 1963, in Book 15, age Page 224, records of Jefferson County.
26. **Section 28:**  
Easement granted to United States of America By and Through the Secretary of Agriculture, recorded August 23, 1963 in Book 4 at Page 614, records of Clark County.
27. **Various Sections in Township 11 North, Range 36EBM:**  
Restrictions and Conditions contained in that certain Deed to the State of Idaho, recorded November 2, 1964, in Book 15, at Page 390, records of Jefferson County.
28. **Various Sections in Townships 10 and 11 North, Range 36EBM:**  
Easement granted to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, recorded August 18, 1989 as Instrument No. 42486, records of Clark County.

29. **Various Sections in Township 11 North, Range 36EBM:**  
Easement granted to Pacificorp, an Oregon corporation, dba Utah Power & Light Company, recorded July 30, 1990 as Instrument No. 42998, records of Clark County.
30. **Various Sections in Township 11 North, Range 36EBM:**  
Easement granted to Pacificorp, an Oregon corporation, dba Utah Power & Light Company, recorded July 16, 1990 as Instrument No. 42974, records of Clark County.
31. **Section 27:**  
Easement grant to Clark County, recorded April 5, 1994 as Instrument No. 45055, records of Clark County.
32. **Various Sections in Township 11 North, Range 36EBM:**  
Easement granted to United States of America, recorded July 27, 1995 as Instrument No. 45868, records of Clark County.
33. **Various Sections in Township 11 North, Range 36EBM:**  
Easement granted to United States of America, recorded July 27, 1995 as Instrument No. 45869, records of Clark County.

No BLM, State of Idaho, or USDA (United States Forest Service) grazing rights, permits or leases are transferred as a part of this sale.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

**ROY LAIRD RANCHES LIMITED  
PARTNERSHIP, an Idaho limited partnership**

**GENERAL PARTNERS:**

**ESTATE OF PHYLLIS L. LAIRD**

By: \_\_\_\_\_  
Judith Anne Wagoner, Personal Representative

By: \_\_\_\_\_  
Valeria Jane Maxwell, Personal Representative

\_\_\_\_\_  
**JUDITH ANNE WAGONER**

\_\_\_\_\_  
**VALERIA JANE MAXWELL**

STATE OF IDAHO        )  
                                  ) ss.  
County of \_\_\_\_\_)

On the \_\_\_\_\_ day of May, 2000, 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.

(seal)

\_\_\_\_\_  
Notary Public for Idaho

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF IDAHO           )  
                                  ) ss.  
County of Bonneville     )

On the \_\_\_\_\_ day of May, 2000, 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.

(seal)

\_\_\_\_\_  
Notary Public for Idaho

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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E. W. Laird 31 119 ✓

1910 - May 2 0.8 c.f.s.

31 120 ✓  
1914 - September 22 2.0 c.f.s.

Source: Dry Creek (otherwise known as Beaver Creek).

Point of Diversion: In the Northwest Quarter of the Southwest Quarter of Section 21, Township 10 North, Range 36 East, B.M.

For use on the following described land, to-wit: The Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 28; the Northwest Quarter of the Northwest Quarter, and the Southwest Quarter of the Northwest Quarter of Section 27; all in Township 10 North, Range 36 East, B.M.

No. 62