

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 _____

Date Received _____

Receipt Number kat _____

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) DuWayne or Carolyn R. Harris Phone (208) 254-3284
Mailing Address Box 298, McCammon, ID Zip 83250

2. Date of Priority (Only one (1) per claim) 6-17-1902

3. Source of water supply (a) Harkness Creek
which is tributary to (b) Portneuf River

4. a. Location of existing point of diversion is: Township 9S Range 36E Section 1,
SE 1/4 of NE 1/4 of SE 1/4, Govt. Lot, _____ B.M., County of Bannock

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. gravity flow ditch,
flood irrigation

6. Water is claimed for the following purposes: _____ (both dates are inclusive) _____ (cfs) _____ (acre feet)
- For Irrigation purposes from 3-15 to 11-15 amount 76 or _____
- For _____ purposes from _____ to _____ amount _____ or _____
- For _____ purposes from _____ to _____ amount _____ or _____
- For _____ purposes from _____ to 11-15 amount _____ or _____
7. Total quantity claimed (a) 76 (cfs) and/or (b) _____ (acre feet)
8. Total consumptive use claimed is 47.5 acre feet per annum.
9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____
10. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
9S	36E	12		15	3	1													19

Total number of acres irrigated 19

11. In which county (ies) are lands listed above as place of use located? Bannock
12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.
13. Describe any other water rights used at the same place and for the same purposes as described above. Portion of 29-00195 (Filed Separately) or None ()
14. Remarks: Excessive flow sheet to be filed later

Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree X
If applicable provide IDWR Water Right Number 29-~~4009~~ 00195 (portion)
Court _____ Case Number _____ Decree Date _____
Plaintiff vs 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 do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Don Wayne Harris Date 4-22-90

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title

of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 22nd day of March 1990

Notary Public Helen Harrington

Residing at Helen Harrington, Notary Public

Residing at Boise, Idaho

My Commission ~~My~~ Commission Expires December 1, 1994

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

A. HUDSON
and
ASSOCIATES



14166 CLEVELAND RD.
PRESTON, IDAHO 83263
(208) 427-6214

180 EAST 2nd SOUTH
SODA SPRINGS IDAHO 83276
(208) 547-4141

LEGAL DESCRIPTION

FOR

DuWAYNE HARRIS
Parcel 2

A parcel of land located in the northwest quarter of Section 12, Township 9 South, Range 36 East, Boise Meridian, Bannock County, ID and further described as follows:

Beginning at the north quarter corner of Section 12;

Thence East 1276.38 feet;

Thence South 1304.59 feet to a 5/8" rebar with cap labelled "A.A. HUDSON PLS 4735" set on the westerly right-of-way line of U. S.

Highway 30 North, the True Point of Beginning;

Thence South 62° 04' 36" West 467.03 feet to a 5/8" rebar with cap;

Thence South 63° 33' 21" West 97.39 feet to a point in the center of the Portneuf River;

Thence along the center of said river through the following courses;

North 17° 32' 17" West 15.57 feet;

North 45° 01' 37" West 86.25 feet;

North 89° 11' 26" West 76.11 feet;

South 83° 50' 09" West 139.33 feet;

North 69° 38' 34" West 45.40 feet;

North 47° 41' 21" West 199.95 feet;

North 43° 01' 00" West 250.74 feet;

North 04° 09' 54" West 8.95 feet;

Thence leaving said center and going North 53° 44' 01" East 634.16 feet along an existing fence to the center of Harkness Creek;

Thence along the center of said creek through the following courses;

North 71° 59' 51" East 19.79 feet;

North 30° 04' 57" East 39.57 feet;

North 00° 32' 56" West 27.51 feet;

North 54° 09' 17" East 150.56 feet;

North 09° 13' 37" East 19.41 feet;

North 23° 28' 29" West 51.82 feet;

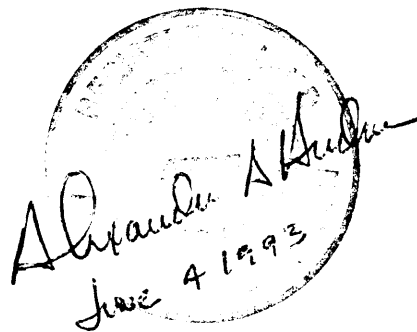
North 11° 09' 18" East 32.29 feet to the westerly right-of-way line of U. S. Highway 30 North, said point is on a 1849.86 foot radius nontangent curve whose center point bears South 52° 51' 25" West;

93134

6/2/93

Thence southeasterly along said curve through a central angle of $02^{\circ} 15' 22''$, a distance of 72.84 feet (Chord=South $36^{\circ} 00' 54''$ East 72.84 feet) to the point of curve to spiral;
Thence along a spiral whose center line length is 240.00 feet and whose center line central angle is $03^{\circ} 36'$ (Chord=South $32^{\circ} 28' 30''$ East 236.18 feet) to a State of Idaho right-of-way monument set at Station 75+91.38 of Project F-FG-148(20);
Thence South $31^{\circ} 17' 00''$ East (basis of bearing) 601.29 feet along said right-of-way to the True Point of Beginning;

Containing 13.5 acres of land.



A circular notary seal containing a handwritten signature, "Alexander A. Hudson", and the date "June 4 1993".

A. A. HUDSON

and

ASSOCIATES



14166 CLEVELAND RD.
PRESTON, IDAHO 83263
(208) 427-6214

180 EAST 2nd SOUTH
SODA SPRINGS IDAHO 83276
(208) 547-4141

LEGAL DESCRIPTION

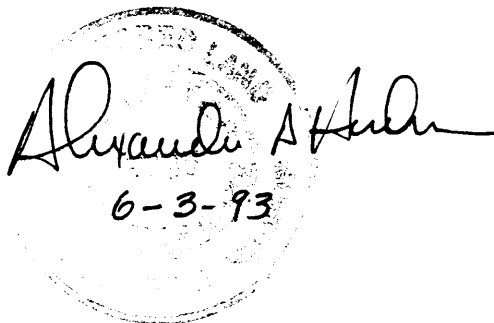
FOR

DuWAYNE HARRIS
Parcel 1

A parcel of land located in Section 12, Township 9 South, Range 36 East, Boise Meridian, Bannock County, ID and further described as follows:

Beginning at the north quarter corner of Section 12;
Thence East 1276.38 feet;
Thence South 1304.59 feet to a 5/8" rebar with cap labelled "A.A. HUDSON PLS 4735" set on the westerly right-of-way line of U. S. Highway 30 North, the True Point of Beginning;
Thence South 31° 17' 00" East (basis of bearings) 380.12 feet along said right-of-way line to a 5/8" rebar with cap set on a fence line;
Thence South 64° 32' 19" West 595.84 feet along said fence line and its extension to the center of the Portneuf River;
Thence along the center of said river North 40° 02' 55" West 104.78 feet; North 23° 18' 16" West 155.79 feet; North 17° 32' 17" West 100.31 feet;
Thence North 63° 33' 21" East 97.39 feet to a 5/8" rebar with cap;
Thence North 62° 04' 36" East 467.03 feet to the True Point of Beginning;

Containing 5.0 acres of land.



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WARRANTY DEED

For Value Received, Rose Priestly, Nellie Holmes and Dorothy Stokes, as statutory trustees for SouthEast Securities Company, Inc., a defunct Idaho corporation, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto DuWayne Harris and Carolyn Harris, husband and wife, hereinafter referred to as Grantee, whether one or more, whose current address is 104 Center, McCammon, Idaho 83250, the following described premises, in Bannock County, Idaho, to wit:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL WHICH LIES SOUTHWEST OF STATE HIGHWAY 30 NORTH, AND NORTHEAST OF THE PORTNEUF RIVER: BEGINNING AT THE SOUTH 1/16TH CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO; THENCE SOUTH ALONG THE MERIDIONAL CENTERLINE, 1187.0 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH ALONG THE MERIDIONAL CENTERLINE 133.0 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 64°17' WEST, 5490 FEET, MORE OR LESS, TO THE NORTHEAST BOUNDARY OF THE STATION GROUNDS OF THE OREGON SHORT LINE RAILROAD; THENCE NORTH 25°43' WEST ALONG THE NORTHEAST BOUNDARY OF THE OREGON SHORT LINE RAILROAD STATION GROUNDS, 360 FEET, MORE OR LESS, TO THE NORTH CORNER OF SAID STATION GROUNDS; THENCE IN A NORTHEASTERLY DIRECTION AT RIGHT ANGLES TO THE OREGON SHORT LINE RAILROAD, 445 FEET, MORE OR LESS, TO THE RIGHT BANK OF THE PORTNEUF RIVER; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE RIGHT BANK OF THE PORTNEUF RIVER 115 FEET, MORE OR LESS; THENCE IN A WESTERLY DIRECTION AND ALONG THE CENTERLINE OF THE ROAD LEADING TO THE CROSSING OF THE OREGON SHORT LINE RAILROAD, 305 FEET, MORE OR LESS, TO THE CENTER OF THE ROAD LEADING TO THE HARKNESS WAGON BRIDGE; THENCE IN A NORTH AND EASTERLY DIRECTION ALONG SAID ROAD, 165 FEET, MORE OR LESS, TO THE CENTER OF THE

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WEST ABUTMENT OF THE HARKNESS WAGON BRIDGE; THENCE NORTHWESTERLY ALONG THE LEFT BANK OF THE PORTNEUF RIVER, 435 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF THE UNION MILL AND ELEVATOR CO'S LAND; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID TRACT AND A CONTINUATION THEREOF TO THE RIGHT BANK OF THE PORTNEUF RIVER; THENCE ALONG THE RIGHT BANK OF THE PORTNEUF RIVER TO A POINT ON THE PROJECTED LINE OF THE NORTHWEST FENCE OF THE HARKNESS CORRAL; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID FENCE AND THE PROJECTED LINE THEREOF TO THE CENTER OF THE CHANNEL OF HARKNESS CREEK; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER OF THE CHANNEL OF HARKNESS CREEK TO ITS INTERSECTION WITH THE SOUTH 1/16TH LINE OF SECTION 1, TOWNSHIP 9 SOUTH, RANGE 36 E.B.M. AT A POINT 440.0 FEET, MORE OR LESS, WEST OF THE SOUTH 1/16TH CORNER ON THE EAST LINE OF SAID SECTION 1; THENCE EAST ALONG THE SOUTH 1/16TH LINE OF SAID SECTION 1 AND SECTION 6, TOWNSHIP 9 SOUTH, RANGE 37 E.B.M., TO THE POINT OF BEGINNING. . .

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all incumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED: _____

Rose Priestly
Rose Priestly, as an individual

Rose Priestly
Rose Priestly, a Statutory Trustee
for Southeast Securities, Inc., a
defunct Idaho corporation

Nellie Holmes
Nellie Holmes, a Statutory Trustee
for Southeast Securities, Inc., a
defunct Idaho corporation

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Dorothy Stokes

Dorothy Stokes, a Statutory Trustee
for Southest Securities, Inc., a
defunct Idaho corporation

STATE OF IDAHO)
SS
COUNTY OF BANNOCK)

On this 20 day of August, 1984, before me, the
undersigned Notary Public, in and for said State, personally
appeared ROSE PRIESTLY, known 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 first written above.

NOTARY PUBLIC STATE OF IDAHO
THOMAS J. HOLMES
RESIDING AT POCA TELLO, IDAHO
MY COMM. IS PERPETUAL

NOTARY PUBLIC - STATE OF IDAHO
Residing at: Pocatello, Idaho

STATE OF IDAHO)
SS
COUNTY OF BANNOCK)

On this 20 day of August, 1984, before me, the
undersigned Notary Public, in and for said State, personally
appeared ROSE PRIESTLY, a Statutory Trustee for Southeast
Securities, Inc., a defunct Idaho corporation, known 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 first written above.

NOTARY PUBLIC STATE OF IDAHO
THOMAS J. HOLMES
RESIDING AT POCA TELLO, IDAHO
MY COMM. IS PERPETUAL

NOTARY PUBLIC - STATE OF IDAHO
Residing at: Pocatello, Idaho

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STATE OF KANSAS)
) SS
 COUNTY OF DOUGLAS)

On this 1st day of July, 1985, before me, the undersigned Notary Public, in and for said State, personally appeared NELLIE HOLMES, a Statutory Trustee for Southeast Securities, Inc., a defunct Idaho corporation, known 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 first written above.



Judy A. Walburn

 NOTARY PUBLIC - STATE OF KANSAS

Residing at: Lawrence, Kansas

My commission expires October 21, 1988.

STATE OF LOUISIANA)
) SS
 PARISH JEFFERSON)
~~COUNTY~~

On this 16th day of July, 1985, before me, the undersigned Notary Public, in and for said State, personally appeared DOROTHY STOKES, a Statutory Trustee for Southeast Securities, Inc., a defunct Idaho corporation, known 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 first written above.

NOTARY

(SEAL)

SEAL

NO 755391

NOTARY PUBLIC - STATE OF LOUISIANA

Residing at:

5020 Utica Street

Metairie, Louisiana 70006

AMERICAN LAND TITLE CO.

MY COMMISSION EXPIRES AT DEATH

'85 AUG 16 A11:02

OFF

LAB

FEE

8.00

429

me

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$13,500.00

December 7, 1984

FOR VALUE RECEIVED, the undersigned, hereinafter referred to as "Maker", whether one or more, promises to pay to the order of Rose Priestly, a single woman, at 435 South 7th Avenue, Pocatello, Idaho 83201, or at such other place as the holder may designate in writing, the principal sum of Thirteen Thousand, Five Hundred Dollars (\$13,500.00), together with interest thereon at the rate of 8%, simple interest per annum, payable as follows:

Fifteen (15) equal annual payments of \$1,577.20 with the first payment being due December 10, 1984, and thereafter on each December 10th until paid in full. Maker may, after December 31, 1987, prepay in full or in part outstanding principal obligation. Maker may not prepay prior to December 31, 1987. Each payment is due on December 10th of the respective year. A late charge of \$75.00 shall be assessed for any payment not made timely.

All payments shall be first applied to interest and then to principal.

Maker may prepay in whole or part at any time.

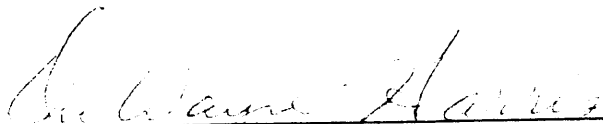
Payments of both principal and interest are to be made in lawful money of the United States of America.

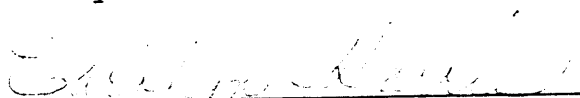
All past-due installments of principal and/or interest shall bear interest from the due date until payment at the highest legal rate permitted by Idaho law and Idaho Code Section 28-22-104(1); provided, however, said rate shall not be less than the rate provided in this note unless precluded by law.

All payments made under this note, whether on account of the principal sum or interest, shall be made without setoff or counterclaim against the holder or payee.

This note is secured by a deed of trust of even date herewith and is to be construed and enforced according to the laws of the State of Idaho. Upon the maker's failure to pay any sum required to be paid by the terms of this note or the securing deed of trust, promptly when they severally become due, or upon breach of any stipulation, agreement or covenant of this note or of the deed of trust, or in the event of maker's default, the entire sum of principal and interest remaining unpaid shall, at the option of the holder hereof, become immediately due and payable. Failure to exercise said option shall not constitute a waiver of the right to exercise the same at any subsequent time.

If action is necessary to collect this note or any portion thereof, maker agrees to pay, in addition to the costs and disbursements as are allowed by law, the holder's attorney fees incurred in such action, whether or not suit is instituted. The makes and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non-payment of this note.


DuWayne Harris


Carolyn Harris

MEMORANDUM AGREEMENT

THIS MEMORANDUM AGREEMENT is made by and between:

ROSE PRIESTLY, a single woman,
hereinafter referred to as "Seller" and

DuWAYNE HARRIS and CAROLYN HARRIS, Husband and Wife,
hereinafter referred to as "Buyers" and shall be as follows:

RECITALS

A. On August 25, 1984, Seller and Buyers agreed that Seller would sell to Buyers and Buyers would purchase from Seller real estate located between the highway and the Portneuf River in McCammon, Idaho, with the appropriate share of water rights from Harkness Creek, the legal description for which property is more particularly describes on the attached Exhibit "A".

B. The parties purchased a property purchase offer and desire to make a formal written memorandum of their agreement.

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

1. Price. The purchase price shall be Thirteen Thousand, Five Hundred Dollars (\$13,500.00) with interest from August 25, 1984, at the rate of 8% per annum. Buyers shall execute a promissory note in favor of Seller, which note shall provide for annual payment of One Thousand, Five Hundred Seventy-Seven Dollars and Twenty Cents (\$1,577.20) with the first payment being due December 10, 1984, and on December 10th of each year thereafter until paid in full. At any time subsequent to December 31, 1987, Buyers may prepay in full or in part with no penalty. Buyers may not prepay prior to January 1, 1988. All payments shall be due on December 10th of the respective year and there shall be a late payment charge of \$75.00 for any payment that has not been made on December 10th. All payments shall be made directly to Rose Priestly or her heirs and assigns unless the Buyers desire to, at

their cost, provide for an escrow agent to receive the payments and disburse them to Rose Priestly, in which case those payments shall be due to the escrow agent on December 10th of each respective year with the applicable late charge being charged for any late payments. The parties acknowledge that the Exhibit "B" attached hereto is an amortization schedule showing the payment schedules based upon the foregoing. Buyers shall execute a promissory note in favor of the Seller in the form set forth on the attached Exhibit "D".

2. Security. Buyers shall grant to Seller a security interest in the real estate described on the attached Exhibit "A" and the appurtenant waters, which real estate is the subject of this agreement. The security interest shall be in the form a Deed of Trust, a copy of which is attached hereto as Exhibit "C" and the terms and conditions of said Deed of Trust are incorporated herein by reference and are made a part of this contract and memorandum agreement.

3. Warranty Deed and Title. Seller shall execute a Warranty Deed in favor of Buyers, which Warranty Deed shall be simultaneously recorded with and subsequent to the aforementioned Deed of Trust. Seller warrants and represents that she has merchantable title to the subject real estate and agrees to furnish, at her cost, title insurance in favor of the Buyers.

4. Survey. Buyers have had the property surveyed, and the surveyed description is used as the legal description for the premises, all as set forth in the attached Exhibit "A". The cost of the survey shall be borne by Buyers.

5. Closing. This transaction shall close at the offices of Manning, Holmes & Winmill, Chartered, on Friday, December 7, 1984, at the hour of ten o'clock A.M.

6. Fees for Drafting this Agreement. The memorandum agreement and underlying documents, including the promissory note and Deed of Trust, have been drafted by Manning, Holmes & Winmill, Chartered, who represent the Seller in this transaction. Seller

and Buyers have agreed that Buyers shall pay one-half of the attorney fees for drafting this agreement, but Buyers understand that Manning, Holmes & Winmill, Chartered is not representing them in this transaction, and they are specifically advised to seek separate and independent legal counsel should they have any question concerning this agreement.

7. Costs. Seller shall bear the cost of title insurance and recording the Deed of Trust. Buyers shall bear the cost of the survey and recording the Warranty Deed. Real estate taxes shall be prorated to December 7, 1984, with Seller paying a prorata share of the real estate taxes up to December 7 of 1984 and Buyers payment a prorata share from December 7, 1984, to the end of the year. Taxes shall be based upon the most recent assessment available at the date of closing.

8. Default. Time is of the essence in this agreement. Subsequent to closing, the terms of default defined in the underlying Deed of Trust and promissory note shall govern for purposes of this transaction.

9. Surviveability. This contract and the terms thereof shall survive the recording of the Warranty Deed and Deed of Trust.

DATED this _____ day of _____, 1984.

SELLER:

Rose Priestly
ROSE PRIESTLY

BUYERS:

Duwayne Harris
DuWAYNE HARRIS

Carolyn Harris
CAROLYN HARRIS

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE PROPERTY DESCRIBED IN INSTRUMENT #224943, BANNOCK COUNTY, IDAHO RECORDS, WHICH LIES SOUTHWEST OF STATE HIGHWAY 30 NORTH, AND NORTHEAST OF THE WEST BANK OF THE PORTNEUF RIVER;

SAID PARCEL CONTAINING 15 ACRES MORE OR LESS; AND INCLUDING THE APPURTENANT WATER RIGHTS IN HARKNESS CREEK.

18.5 ACRES - SEE SURVEY

EXHIBIT "B"

AMORTIZATION SCHEDULE

8% from August 25, 1984

Annual Payment of \$1,577.20 ✓

<u>Payment Date</u>	<u>Payment No.</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal Balance</u>
				\$13,500.00
✓ 12/10/84	1	316.60	1,260.60	12,239.40
✓ 12/10/85	2	979.15	598.05	11,641.35
✓ 12/10/86	3	931.31	645.89	10,995.46
✓ 12/10/87	4	879.64	697.56	10,297.90
✓ 12/10/88	5	823.83	753.37	9,544.53
✓ 12/10/89	6	763.56	813.64	8,730.89
✓ 12/10/90	7	698.47	878.73	7,852.16
12/10/91	8	628.17	949.03	6,903.13
12/10/92	9	552.17	1,025.03	5,878.10
12/10/93	10	470.17	1,107.03	4,771.07
12/10/94	11	381.61	1,195.59	3,575.48
12/10/95	12	285.96	1,291.24	2,284.24
12/10/96	13	182.66	1,394.54	889.70
12/10/97	14	<u>71.10</u>	<u>889.70</u>	
		7,964.40	13,500.00	

Notice of Water Right

12007 = 1
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State of Idaho,
Bannock County. ss.

To Whom It May Concern.

Water Locations
Records

Notice Is Hereby Given

1st, That Henry O. Harkness of McCallum Idaho hereby claims the waters of Canyon Creek to the extent of five (5) cubic feet per second.

2nd, Said waters are now and have been diverted at or near a point where this Notice is posted and more definitely described as follows to-wit: In the S.E. 1/4 of the S.E. 1/4 of Sec 1 Tp 9 S. of R 36. E.B.M. about 40 rods in a north easterly direction from the north east corner of Lot No 1 Sec 12 Tp 9 So R 36 E.B.M.

3rd, Said waters are claimed for agricultural and domestic purposes, and the place of its use is upon the lands hereinafter described.

4th, Said waters are diverted by means of a ditch about four (4) feet wide and Two (2) feet deep running from the point of diversion to the lands hereinafter described. The general course of said ditch is in a south westerly direction and the length thereof is about 40 rods. Said waters are used for the irrigation of the N.E. 1/4 of the N.E. 1/4 and Lot 2 Sec 12 Tp 9 So R 36 E.B.M. and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 E.B.M. and containing 305, 667/100 acres.
LOTS 1 and 6

5th The works for the diversion of said waters as above described are now fully completed.

In Witness Whereof said claimant has hereunto set his hand at McCallum Bannock County Idaho this 21st day of May 1897.

Henry O. Harkness

State of Idaho
Bannock County. ss.

Henry O. Harkness being first duly sworn, on his oath says that he is of lawful age and the claimant of the Water Right above described and whose name is subscribed thereto; that the statements therein contained are true and that the original notice of which the foregoing is a true copy, was posted in a conspicuous place at or near the point of diversion above described, (as provided by law) on the 21st day of May 1897.

Henry O. Harkness

Subscribed and sworn to before me this 21st day of May 1897.

Seal

C. E. Arney Probate Judge

Request of S. A. Hamnford May 21st 1897. at 4:30 PM. Fee \$6.00

John Scott Recorder

Notice of Water Right.

State of Idaho ss.
Bannock County.

Water Location Records
To Whom It May Concern.

Notice is hereby given:

1st, That Henry O. Harkness of McCallum Idaho, hereby claims the waters of the Harkness Springs to the extent of Five (5) cubic feet per second.

2nd, Said waters are now and have been diverted at or near a point where this Notice is posted and more definitely described as follows to-wit: At the said Spring near the Section line between Sections three (3) and ten (10) in Twp 9 S. R. 37 E. B. M.

3rd, Said waters are claimed for agricultural and domestic purposes, and the place of their use is upon the lands hereinafter described.

4th, Said waters are diverted by means of a ditch about four (4) feet wide and two (2) feet deep running from the point of discovery in a westerly direction to Canyon Creek a distance of about two and one fourth (2 1/4) miles. The general course of said ditch is westerly. And conducts the waters of said Spring into said Canyon Creek, and mingling with the waters thereof are used for ~~the~~ irrigating the N.E. 1/4 of the N.E. 1/4 and Lot 2 Sec 12 Twp 9 S. R. 36 East and Lots 2, 3, 4, E 1/2 SW 1/4 Sec 7 and Lots 1 and 6 Sec 18 Twp 9 So R. 37 E. B. M. and containing 305.66/100 acres.

5th, The works for the diversion of said waters as above described are now fully completed.

In witness whereof said claimant has hereunto set his hand at McCallum Bannock County Idaho this 21st day of May 1897.
Henry O. Harkness

State of Idaho. ss.
Bannock County.

Henry O. Harkness, being first duly sworn, on his oath says that he is of lawful age and the claimant of the Water Right above described, and whose name is subscribed thereto; that the statements therein contained are true and that the original notice of which the foregoing is a true copy, was posted in a conspicuous place at or near the point of diversion above described, (as provided by law) on the 21st day of May 1897.
Henry O. Harkness

Subscribed and sworn to before me this 21st day of May 1897.

Request of G. A. Hammarford May 21st 1897. at 4:30 PM
C. E. Arney Probate Judge

State of Idaho,)

Notice of Water Location.

(SS.

Bannock County.)

Water Locations Book
Page II 2

To Whom it may concern. Notice is hereby given.

1. That Henry O. Harkness, of McCammon, Idaho, hereby claims the waters of Harkness' Springs to the extent of 15 cubic feet per second.

2. Said waters are to be diverted at or near a point where this Notice is posted, and more definitely described as follows to wit- At the said Springs situate in Section 3, in Township No. 9 South of Range 37, E.B.M. in the County of Bannock, State of Idaho.

3. Said waters are claimed for the purpose of irrigating the following described lands, to wit: the W. 1/2 Sec. 7, S. 1/2 Sec. 6 T. 9 S. R. 37 E. B. M. N. E. 1/4 N. E. 1/4 & Lots 1, 2, 3, Sec. 12 and S. 1/2 S. E. 1/4 & Lot 7 in Sec. 1. T. 9 So. R. 36 E. B. M. and also for supplying water for domestic and mechanical uses to the inhabitants of the village of McCammon, a settlement on the Port Neuf River in Bannock County Idaho, at or near the intersection of the Idaho and Montana divisions of the Oregon Short Line Rail Road.

4. Said waters are to be diverted by means of a ditch running from the point of diversion in a westerly direction to and augmenting the waters of a creek, known as Harkness' Creek, emptying into the Port Neuf River, at a point nearly opposite of Harkness' Mill and thence distributed on the lands above described; and also to be diverted by means of an iron pipe running from the point of diversion to a reservoir to be located at a point in a westerly direction from the said Springs and thence conducted by iron pipes to the said Village of McCammon and distributed to the inhabitants thereof.

5. The works for the diversion and distribution of said waters for irrigating the lands above described, are now completed and have been in use for several years, and the works for the diversion and distribution of said waters for supplying the inhabitants of the village of McCammon are now in process of construction and will be completed within 60 days from date hereof.

In witness whereof the said Henry O. Harkness has hereunto affixed his signature this 17th day of June, 1902.

Henry O. Harkness,

State of Idaho,)

Bannock County.) SS.

Henry O. Harkness, being first duly sworn on his oath says, that he is of lawful age and the claimant of the water right above described and whose name is subscribed thereto; that the statements therein contained are true and that the original notice, of which this is a true copy, was posted in a conspicuous place at or near the point of diversion above described (as provided by law) on the 17th day of June, 1902, at the hour of 12:01 o'clock P.M.

Henry O. Harkness,

Subscribed and sworn to before me this 17th day of June, 1902.

J. H. Stinger,

Justice of the Peace.

Recorded at request of H. O. Harkness, at 9.50 o'clock A.M. August 4th, 1902.

By E. G. Gallet,
Deputy.

J. S. Campbell,

Recorder.

Fee 80¢