



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Patricia S. Perry
7770 Northwest Canyon Dr.
Corvallis, OR 97330

COPY

January 13, 2004

REF: Snake River Basin Adjudication (SRBA)
Claim No. 27-20A

Subject: Change in Ownership

Response Date: February 6, 2004

Dear Claimant(s),

Lucille Stecklein indicated that you are the current owner of this property and water right referenced above. Before we can modify our records to reflect your ownership, we need form 42-248/42-1409(6) Notice of Change in Water Right Ownership, completed and returned to us.

We will also need a copy of the warranty deed and either a copy of the plat, survey map or aerial photo with the appropriate area marked.

Please fill out the highlighted areas on the notice of change form and submit with the necessary documents by the response date stated above.

If you have any questions please feel free to contact me at (208) 547-3993.

Respectfully,


Cindy E. Bird
Adjudication Bureau

CEB/pb

Enclosure: Form 42-248/42-1409(6) "Notice of Change in Water Right Ownership"
Copy of Notice of Claim A27-00020A



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Elmer & Lucille Stecklein
P.O. Box 116
Blackfoot, ID 83221

April 8, 2004

Re: Snake River Basin Adjudication (SRBA)
Claim 27-20A

Subject: CHANGE IN WATER RIGHT OWNERSHIP

Response Date: May 6, 2004

Dear Elmer & Lucille;

After you called and spoke with Pauline on Thursday, we looked up the claim file 27-20A. It appears that your daughter never sent in the forms to change the water right to her name, so it's still listed in Claude and Grace Lilya's names.

Please file out the "Notice of Change in Water Right Ownership" form and return to our office along with the required documents. Since this claim is still in the adjudication review process there is no filing fee required if returned by the response date noted above.

If you have any questions please feel free to call me at 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/pb

Enclosure: Form 42-248/42-1409(6) Notice of Change in Water Right Ownership

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT

Please print or type. Attach pages with additional information. Instructions are on the back of the form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if an adjudication claim number if there is no corresponding water right record on file space provided (under the "split" heading), if the change in ownership is in division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).
	27-20	A	

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT** of ownership of the property and water right(s) or claim(s) in question, **WITH**
- C. Either of the following (if necessary to clarify division of water rights or **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of your water right(s) and/or adjudication claim(s) (these are usually attached to the **OR**

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

4. New Owner/Claimant(s)

New Mailing Address

City, State and ZIP Code

New Telephone Number

5. Date you acquired the property

Claude E. & Grace S. Lilya
414 North 400 West, Blackfoot,
ELMER AND LUCILE M. STECKLEIN
 Name Connector (Check one): [] and, [] or, [] and/or
P.O. BOX 116 1550 RIVERTON ROAD
BLACKFOOT, ID 83221
208 785-0028
26 APRIL 1993



4-14-04
 Please Call or write
 785-0028

if you need
 any other
 information

Lucia M. Stecken
 P.O. Box 116
 Blackfoot, ID
 83221

Note: Please send me
 one more Notice of
 Change of ownership paper

PART OF THE NW 1/4 OF
SECTION 9, T. 3 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO



LEGEND

- Section Corner Control
- Piped 1/2" x 24" Iron rod with cap marked P.L.S. 5360
- Fence line.
- Found 1/2" Iron Rod
- CHP — Overhead Power
- Existing Powerline

SURVEYORS CERTIFICATE

I, Bryce D. Johnson, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of the survey completed under my supervision.

Bryce D. Johnson
License No. 5360
State of Idaho
Date

HE

RECORD OF SURVEY

ELMER STECKLEIN

SEC. 9, T. 3 S., R. 35 E.B.M.

HARRIS-LEVITT ENGINEERING, INC. 2000 REC. 01-123

PROFESSIONAL ENGINEER AND LAND SURVEYOR

1000 W. 10th St., Suite 200, Boise, ID 83702

PH: (208) 344-1111 FAX: (208) 344-1112

DATE: 01-12-2001

BY: B.D.J.

CHECKED: B.D.J.

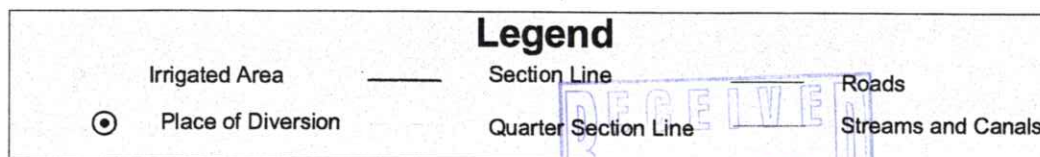
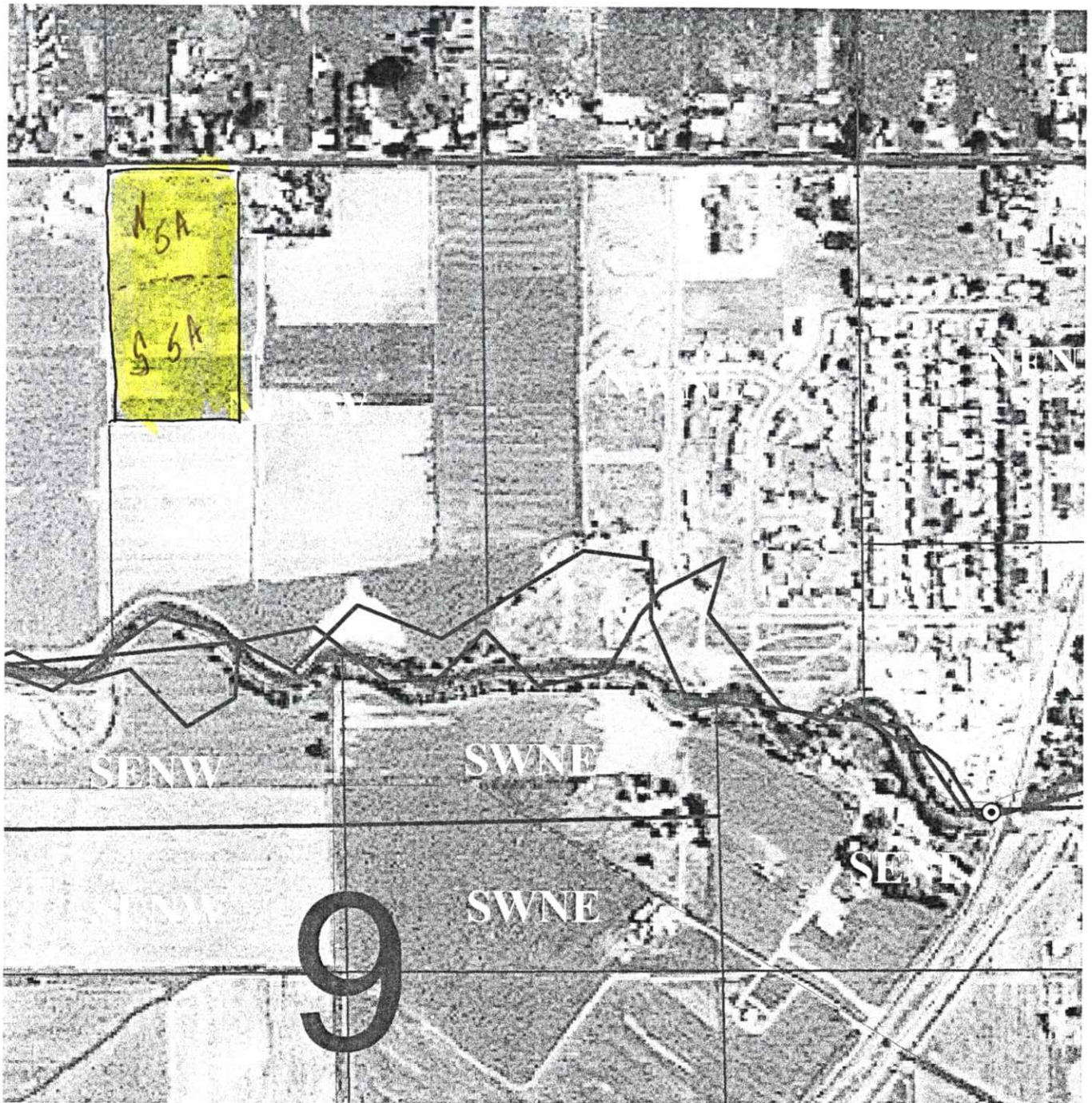
SCALE: 1" = 200'

NO OTHER ADJUSTMENTS

Erin and or Lucile M Stecklein
P.O. Box 116 Becht, Idaho 83221
1550 Riverton Road

Water Right Claim Number 27-00020A
Township, 3S35E

12/19/2000



400 0 400 800 Feet

APR 14 2004

By *BA*



**SPATIAL
DYNAMICS**

Original parcels before 1915 have 4 divisions / building rights.
Lot sizes are to be a minimum of 1 acre.

NT9. 2110 5289.24

3-15-98
088 # 1072 443444

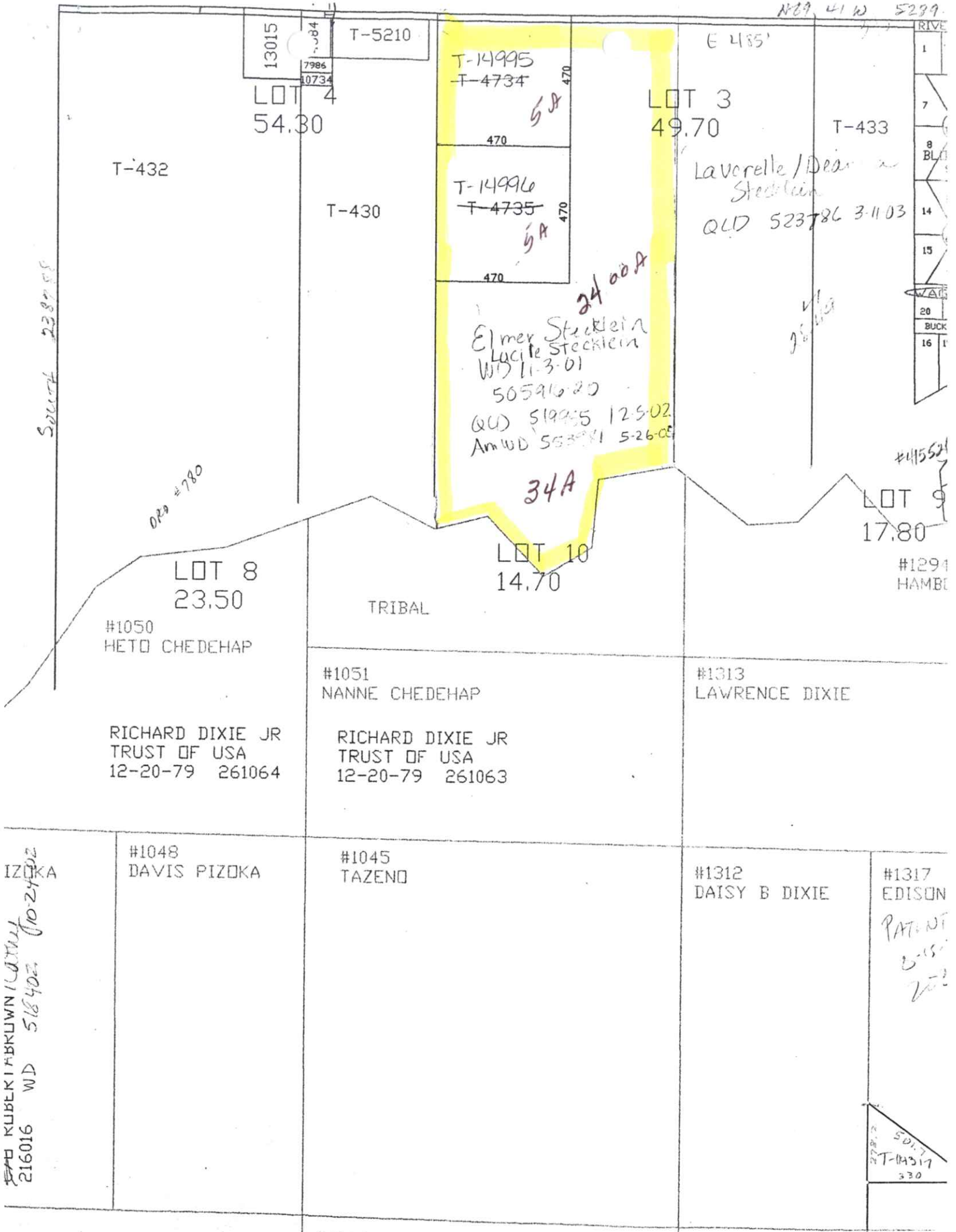
Elmer and Lucile M. Stucklen
Claim # 27-000204



#1311 L07
RALPH DIXIE 24.0

RICHARD DIXIE JR
TRUST OF USA
257603 9-14-79

N 41 W 5239



13015
T-5210
7986
10734

LOT 4
54.30

T-14995
T-4734

LOT 3
49.70

T-433

T-432

T-430

T-14996
T-4735

Lavorelle / Dean
Stecklein
QLD 523786 3-11-03

Elmer Stecklein
Lucile Stecklein
WD 11-3-01
505916-20
QU 519935 12-5-02
Am WD 553081 5-26-05

029 #780

LOT 8
23.50

#1050
HETO CHEDEHAP

TRIBAL

LOT 10
14.70

#1051
NANNE CHEDEHAP

RICHARD DIXIE JR
TRUST OF USA
12-20-79 261064

RICHARD DIXIE JR
TRUST OF USA
12-20-79 261063

#1313
LAWRENCE DIXIE

LOT 9
17.80
#1294
HAMB

IZOKA
216016 WD 518402 10-24-02

#1048
DAVIS PIZOKA

#1045
TAZENO

#1312
DAISY B DIXIE

#1317
EDISON
PATENT
6-15-01
2-1-01

501.7
T-14317
330

Copy

*Elmer and Lucile M Stecklein
Claim # 27-00020A*

QUIT CLAIM DEED

THIS INDENTURE made this ____ day of February, 2004, between Patricia S. Perry, Grantor, to Elmer Stecklein and Lucile M. Stecklein, of 1550 Riverton Road, Blackfoot, ID 83221, Grantees.

WITNESSETH: That the said Grantor, for and in consideration of good and valuable consideration paid by the said Grantees, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit claim unto the said Grantees, and to its heirs and assigns all the certain land situate, lying and being in the County of Bingham, State of Idaho, described as follows, to wit:

See Exhibit "A" attached hereto.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT TO Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor hereunto sets his hand the day and year first above written.

Patricia S. Perry
Patricia S. Perry



STATE OF IDAHO)
) ss.
County of Bingham)

and
Elmer Steadman or (Lucile M)
Claim # 27-00020A

On this ____ day of February, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared PATRICIA S. PERRY, 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 above written.

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____



QUIT CLAIM DEED - 2

QUIT CLAIM DEED

Elmer Stecklein and or (Lucile M) Stecklein
Claim # 27-00020A

THIS INDENTURE made this ____ day of February, 2004, between Lava Rock Holding Trust II, with Elmer Stecklein, Lucile Stecklein and Patricia S. Perry as Trustees, Grantor, to Elmer Stecklein, Lucile M. Stecklein, and Patricia S. Perry of 1550 Riverton Road, Blackfoot, ID 83221, Grantees.

WITNESSETH: That the said Grantor, for and in consideration of good and valuable consideration paid by the said Grantees, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit claim unto the said Grantees, and to its heirs and assigns all the certain land situate, lying and being in the County of Bingham, State of Idaho, described as follows, to wit:

See Exhibit "A" attached hereto.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT TO Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor hereunto sets his hand the day and year first above written.

Lava Rock Holding Trust II
By: Elmer Stecklein, Trustee

Lava Rock Holding Trust II
By: Lucile Stecklein, Trustee

Patricia S. Perry, Trustee

Lava Rock Holding Trust II
By: Patricia S. Perry, Trustee

QUIT CLAIM DEED - 1



and or (Lucile M)
Elmer Stecklein
Claim #
27-00020A

STATE OF BINGHAM)
 : ss.
COUNTY OF IDAHO)

On this ____ day of February, 2004, before me a Notary Public of said State, personally appeared ELMER STECKLEIN, LUCILE STECKLEIN, and PATRICIA S. PERRY, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same as Trustees for the Lava Rock Holding Trust II.

Notary Public for Idaho
Residing at _____
Commission Expires _____



*Elm Section and
Claim # (Lucien M)
27-00020A*



NORTH PARCEL

Part of section 9, Township 3 South, Range 35 East, B.M., Bingham County, Idaho described as: Beginning as a point that is N 89 degrees 35' 15" W 1324.04 feet along the section line from the North quarter corner of said Section 9 and running thence S 00 degrees 41' 37" W 466.69 feet; thence S 89 degrees 35' 15" E 466.69 feet; thence N 00 degrees 41' 37" E 466.69 feet; thence N 89 degrees 35' 15" W 466.69 feet to the point of beginning.

Parcel subject to a public road right-of-way along the North side of said parcel.

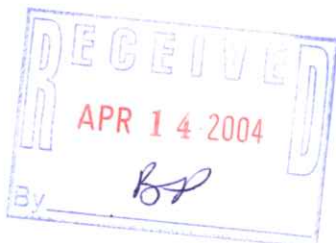
SOUTH PARCEL

Part of Section 9, Township 3 South, Range 35 East, B.M., Bingham County, Idaho described as: Beginning at a point that is N 89 degrees 35' 15" W 1324.04 feet along the Section line and S 00 degrees 41' 37" W 466.69 feet from the North quarter corner of said Section 9 and running thence S 00 degrees 41' 37" W 466.69 feet; thence S 89 degrees 35' 15" E 466.69 feet; thence N 00 degrees 41' 37" E 466.69 feet; thence N 89 degrees 35' 15" W 466.69 to the point of beginning.

Together with the following described right-of-way;

Part of Section 9, Township 3 South, Range 35 East, B.M., Bingham County, Idaho described as: Beginning at a point that is N 89 degrees 35' 15" W 827.35 feet along the section line from the North quarter corner of said Section 9 and running thence N 89 degrees 35' 15" W 30 feet; thence S 00 degrees 41' 37" W 933.38 feet; thence S 89 degrees 35' 15" E 30 feet; then N 00 degrees 41' 37" E 933.38 feet to the point of beginning.

Included with the real property are Water Certificates, Numbers 229 and 249, constituting 10 shares of Miner Ditch Company, Inc. water for irrigating purposes.



Elmer and Lucile M Stecklein
Claim #27-00020A

CONTRACT FOR DEED

THIS AGREEMENT MADE AND ENTERED INTO THIS 26 th day of April, 1993, between CLAUDE E LILYA and GRACE S LILYA, husband and wife, of 414 North 400 West, Blackfoot, Bingham County, Idaho, hereinafter referred to as the Seller, and ELMER STECKLEIN and LUCILE M STECKLEIN, husband and wife, of 943 South 1700 West, Pingree, Idaho 83262, and Patricia S Perry of 7770 North West Canyon Drive, Corvallis, Oregon, 97330, hereinafter referred to as the Buyers.

W I T N E S S E T H

1. CONVEYANCE OF TITLE: Seller hereby covenants and agrees that if the said Buyer shall first make the payments and perform the covenants hereinafter mentioned on Buyer's part to be paid, kept and performed, Seller will convey and assure to the Buyer in fee simple, by good and sufficient Warranty Deed, the real property hereinafter described, free from all encumbrances except rights of way and easements, reservations in Federal patents and State deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations and ordinances of any governmental unit, and except for those herein assumed or agreed to be assumed by the Buyer or hereafter created or caused by reason of any act or deed of the Buyer, the following described real property situated in Bingham County, Idaho, to-wit:

NORTH PARCEL

Part of Section 9, Township 3 South, Range 35 East, B. M., Bingham County, Idaho described as:

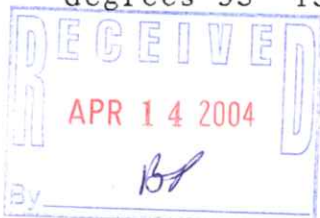
Beginning at a point that is N 89 degrees 35' 15" W 1324.04 feet along the section line from the North quarter corner of said Section 9 and running thence S 00 degrees 41' 37" W 466.69 feet; thence S 89 degrees 35' 15" E 466.69 feet; thence N 00 degrees 41' 37" E 466.69 feet; thence N 89 degrees 35' 15" W 466.69 feet to the point of beginning.

Parcel subject to a public road right-of-way along the North side of said parcel.

SOUTH PARCEL

Part of Section 9, Township 3 South, Range 35 East, B.M., Bingham County, Idaho described as:

Beginning at a point that is N 89 degrees 35' 15" W 1324.04 feet along the section line and S 00 degrees 41' 37" W 466.69 feet from the North quarter corner of said Section 9 and running thence S 00 degrees 41' 37" W 466.69 feet; thence S 89 degrees 35' 15" E 466.69 feet; thence N 00 degrees 41' 37" E 466.69 feet; thence N 89 degrees 35' 15" W 466.69 feet to the point of beginning.



Edna and Lucien M. Stecker
Claim # 27000 20A

Page 2

Together with the following described right-of-way:

Part of Section 9 Township 3 South, Range 35 East, B.M., Bingham County, Idaho described as:

Beginning at a point that is N 89 degrees 35' 15" W 827.35 feet along the section line from the North quarter corner of said Section 9 and running thence N 89 degrees 35' 15" W 30.00 feet; thence S 00 degrees 41' 37" W 933.38 feet; thence S 89 degrees 35' 15" E 30.00 feet; then N 00 degrees 41' 37" E 933.38 feet to the point of beginning.

INCLUDED with real property are Water Certificates, Numbers 229 and 249, constituting 10 shares of Miner Ditch Company, Inc. water for irrigating purposes.

2. PAYMENT: The Buyer agrees to pay the Seller as the purchase price for the above described real property the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$ 60,000.00), in lawful money of the United States of America, in the manner following, to-wit:

(a) DOWN PAYMENT The amount of TWENTY THOUSAND AND NO/100 (\$20,000) the receipt of which is hereby acknowledged, on execution of this contract.

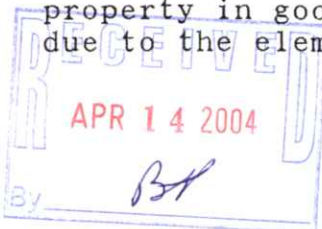
(b) The balance sum of FORTY THOUSAND DOLLARS (\$40,000.00) to be paid thusly:

Said sum shall bear interest at the rate of five per cent (5%) per annum from the 26 th day of April 1993 to April 26, 1994. Payment, which must be paid in 1994, no later than April 26, 1994, being TWENTY THOUSAND AND NO /100 DOLLARS (\$20,000.00) on the principal and \$2,000.00 accrued interest.

(c) The 1995 payment of TENTY THOUSAND AND NO/100, (\$20,000) must be paid in 1995 on the principal, together with ONE THOUSAND AND NO/100 DOLLARS, accrued interest, upon which the Seller will issue deed, and water certificates.

3. TAXES AND ASSESSMENTS: Seller shall pay all taxes and assessments for 1992 and prior years, Buyer to pay 1993 taxes and assessments and all thereafter. It is understood that the payments as called for by this paragraph are in addition to the installment payments hereinbefore referred to. Buyer understands and agrees that under no circumstances shall Buyer allow said taxes to become delinquent, but shall pay the same as they become due and payable, failure to do so to be considered a material breach of this contract. It is understood that there are no liens or mortgages or other outstanding debts on the property.

4. MAINTENANCE AND IMPROVEMENTS; Buyer shall maintain said property in good condition at all times, reasonable deterioration due to the elements excepted. Erection of buildings or fixtures



Elmer and Lucile M. Tabor
or
Claim # 27000 70 A

Page 3

shall be done without creating any lien on said property, and such erections or improvements shall become appurtenant to said real estate and shall not be removed therefrom. In the event of default, all improvements or alterations placed on said premises shall revert to the Seller without process of law.

5. ENCUMBRANCE OF PROPERTY: Buyer understands and agrees, and this paragraph is of the essence, that Buyer shall at no time, without the written consent of the Seller first secured, encumber, mortgage or otherwise create or cause to be created by reason of any act or deed of the Buyer a lien or encumbrance against the property described in this Contract. Creation of such a lien or encumbrance by the Buyer shall constitute a material breach of this Contract and give Seller the right to terminate and cancel this Contract, as more fully hereinafter provided.

(6) POSSESSION DATE: Upon signing and payment, according to the terms in this contract, possession is immediate.

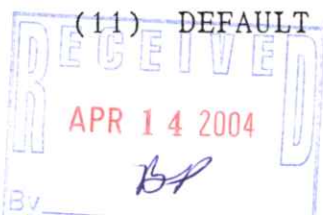
(7) CAVEAT: Buyer acknowledges that Buyer has personally examined this property and that Buyer will accept upon transfer of possession to Buyer of the above described premises, in the conditions they are now whether apparent from visual examination or not. Buyer's own inspection thereof as to the condition thereof, and acknowledges that neither Seller nor Seller's representatives have made any representations in respect thereto not specifically set forth herein. Buyer takes said premises as they are, subject to any defects in the nature of soil, weeds, noxious weeds, rock or any other characteristic of the soil which may be detrimental to the farming or use thereof, and Buyer will not hold, nor attempt to hold, Seller liable for any such defect; nor will Buyer because of such defect rescind this Contract.

(8) INSURANCE: In the event Buyer places any improvements on the premises, herein, Buyer shall insure the same against loss by fire or other elements with a reputable insurance company to the full insurable value of such improvements.

(9) DEFICIENCIES: If Buyer fails to pay taxes and assessments Seller may make payments due without notice to the Buyer.

(10) DISTRIBUTION OF MONEY TO HEIRS OR SELLER: In the event both Claude E Lilya and Grace S Lilya die before the purchase price called for by this Contract is paid in full, then by execution hereof they do hereby authorize and instruct the Buyer here under to pay the balance of any payments due as the same become due and payable, and are paid to Claudon E Lilya, son, and Velma LaRie Peck, daughter, administrators of the Seller's estate.

(11) DEFAULT CLAUSE: The parties to this Contract each agree that



Edna and Lucile M. St.assen
Claim # 27000 20A

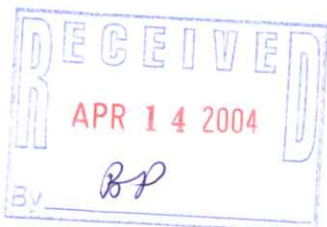
time is the essence of this Contract and that time and punctuality of payment and performance here under are a material part of this

Page 4

Contract, and if the Buyer fails to make a payment of principal or interest, or make any other payment as called for here in, promptly upon the due date thereof, then Seller may demand in writing that the terms hereof be complied with, or payments which are in default shall be made within one hundred and eighty (180) days from the date of such demand on Buyer, and in the event the Buyer fails to correct said default within such default period, Seller shall be released from all obligations in law and in equity to convey said property, and may immediately re-enter and take possession of said property, and every part thereof, and evict the said Buyer therefrom; and any consideration which shall have been paid heron by the Buyer shall and may be retained by the Seller as rental for said property during such occupancy by the Buyer, and as liquidated damages for the breach of this Contract; and the Buyer shall forfeit all rights thereto and all payments made on said property; notice of default shall be deemed given to the Buyer by the Seller depositing the same in any United States Post Office, by registered or certified mail, or hand delivered to any of the three listed asS 1700 West, Pingree, Idaho or delivered to Buyer's.

(12) SUIT AND LEGAL FEES CLAUSE: It is understood and agreed between the parties that in the event litigation develops between them with respect to the interpretation or enforcement of the within Contract, or with respect to breach of obligation here under by either of the parties, or as a result of an alleged default of either party hereunder, and it is necessary for either of the parties to incur legal expense by way of making demand for performance upon the other party, or legal expense is incurred by either party as a result of making demand for performance upon the other party, the party in default, or found to be at fault or liable by the court or the party failing to secure the relief sought as a result of the institution of litigation, shall pay all cost of enforcement, including a reasonable attorney's fee, whether such fee is incurred by way of making demand for performance upon the other party, or by virtue of institution of legal proceedings. If any such expense is incurred by Seller prior to suit, or Seller is awarded cost or expenses by a court of competent jurisdiction, Seller may add such expense and costs on to the unpaid principal balance of this Contract, and such expense and costs must be paid by Buyer before delivery of title to Buyer.

(13) HEIRS, ETC.: That all of the covenants and agreements herein contained shall extend to and be obligatory upon all the heirs, executors, administrators, successors or assigns of the respective parties hereto.



Elmer and Lucile M Stecklein
Claim# 27-00020A

Page 5

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in execution hereof.

Claude E Lilya
Claude E Lilya
Grace S Lilya
Grace S Lilya
Elmer Stecklein
Elmer Stecklein
Lucile M Stecklein
Lucile M Stecklein
Patricia S Perry
Patricia S Perry

STATE OF IDAHO)
 : ss.
County of Bingham)

On this 18th day of May 18 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Claude E Lilya and Grace S Lilya, husband and wife, and Elmer Stecklein and Lucile M Stecklein, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

My commission expires

11/16/1998

Donna Cronquist
Notary Public for State of Idaho
Residing at Blackfoot, Idaho

