

November 23, 2001
Stern
1936 South Old Highway 91
Inkom, Idaho 83245
208-775-1900
Ident.# A29-04043A
Civil Case # 39576

State of Idaho
Department of Water Resources
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402 – 1718

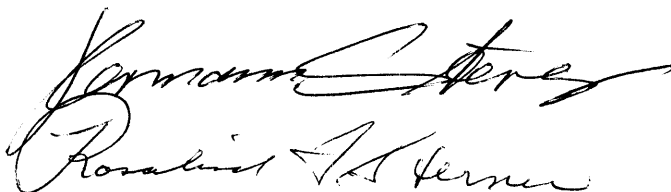
RECEIVED
NOV 26 2001
Department of Water Resources
Eastern Region

Dear Mr. Ruberry,

Enclosed please find all the information pertaining to our property that we were able to assemble. Also included is a copy of our Warrantee Deed and a letter of "known usage" as signed by our neighbor. The pipes used in the past are still along side of the Portneuf.

We would appreciate being able to use water for the purpose of livestock and for irrigation of our hay and pasture area.

Thank You,

The block contains two handwritten signatures. The top signature is in cursive and appears to read 'Hermann Sterner'. The bottom signature is also in cursive and appears to read 'Rosalind F. Sterner'.

Hermann Sterner

Rosalind F. Sterner

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: A29-04042B
Date Received: 4/25/1990
Receipt No: E013500
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TOM EDWARD LANCE
Address: 1936 HWY 91
INKOM ID 83245
208-775-4481

2. Date of Priority: JUN 1, 1955

3. Source: UPPER ROCK CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
08S	36E	11	NE	NE	NW		ANNOCK

5. Description of diverting works:
DIVERSION STRUCTURE, DIVERTED INTO DITCH AND THEN TO A PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	4/25/90	11/01	200		

7. Total Quantity Appropriated is: 0.200 C.F.S. (and/or) 200 A.F.A.

8. Total consumptive use is 25.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
08S	36E	11	SW	SE		IRR	10.0

Section Acres 10.0

Total Acres 10.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
A2904043

14. Remarks:

JOYCE ORDERS HAS FILED ON ENTIRE CLAIM. APPLICANT FEELS HE HAS A
PART OF THIS CLAIM AS PRESALES AGREEMENT
**SEE TRANSFER 2389

15. Basis of Claim: BENEFICIAL USE

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): Kenneth Sterne Date: 11-23-01
Rosalind F. Sterne Date: 11-23-01

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 23rd day
of November 19 2001

Kathleen L. Hume
Notary Public

Residing at Idaho

My Commission Expires 1/18/03

39576

Sterner

November 17, 2001

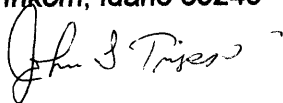
To Whom It May Concern:

I, John Tripp, can attest to certain knowledge that both my Grandfather,
Harold E. Tripp (acquired March 10, 1945)

And my Father,
Fred J. Tripp, (acquired November 15, 1953)

Rightfully used water from the Portneuf River during their ownership of property
Including the area known as 1936 S. Old Highway 91 Inkom, Idaho.

John Tripp
1984 South Old Highway 91
Inkom, Idaho 83245



WARRANTY DEED

20106007

For Value Received **THOMAS E. LANCE** a single person

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **ACCEPTED AND APPROVED:**

INITIAL:

HERMANN STERNER and ROSALIND F. STERNER, husband and wife

whose address is: **1936 OLD HIGHWAY 91, INKOM, ID 83245**

Hereinafter called the Grantee, the following described premises situated in **Bannock County, Idaho**, to-wit:

A PARCEL OF LAND LOCATED IN THE SW¹/₄ SE¹/₄ OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/16 CORNER ON THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH 0°08'38" EAST ALONG THE EAST 1/16 LINE OF SAID SECTION, 192.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°08'38" EAST ALONG THE EAST 1/16 LINE 410.05 FEET; THENCE SOUTH 89°29'38" WEST, 1028.21 FEET TO THE EAST RAILROAD RIGHT OF WAY LINE; THENCE SOUTH 19°02'33" EAST ALONG SAID RIGHT OF WAY LINE, 443.21 FEET; THENCE NORTH 88°50'25" EAST, 882.80 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM OLD U.S. HIGHWAY 91.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 26, 2001


THOMAS E. LANCE

20106007

NO
RECORDED
FIRST AMERICAN TITLE OF



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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

March 7, 2001

Tom E Lance
1936 HWY 91
Inkom ID 83245

Re: Snake River Basin Adjudication (SRBA) Claim 29-04042B

Dear Mr. Lance:

I have begun review of the SRBA claims in the Portneuf River Basin. Upon review and research of the claim referenced above I find no basis for a favorable recommendation of that water right claim. I am enclosing a copy of the memorandum which explains the theory for a **DISALLOWED** recommendation.

I will suggest you make an appointment to visit my office so that we might explore options. Should you have questions regarding this important matter, or wish to make an appointment, please contact me at the 525-7161. Address correction requested.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Allen B. Ruberry'.

Allen B. Ruberry
Sr. Water Resource Agent
Adjudication Bureau

cc: file

Enclosure: Memorandum to the File 29-04042B (copy)

MEMORANDUM

To: the files; 29-04240, 29-04042B, 29-04240C

From: A. Ruberry

Subject: History of 29-04042

29-04042 was originally filed by Fred Tripp on September 17, 1974, pursuant to §42-225a IC, as an irrigation claim for 1.2 cfs, 60 acres, priority date of June 1, 1955.

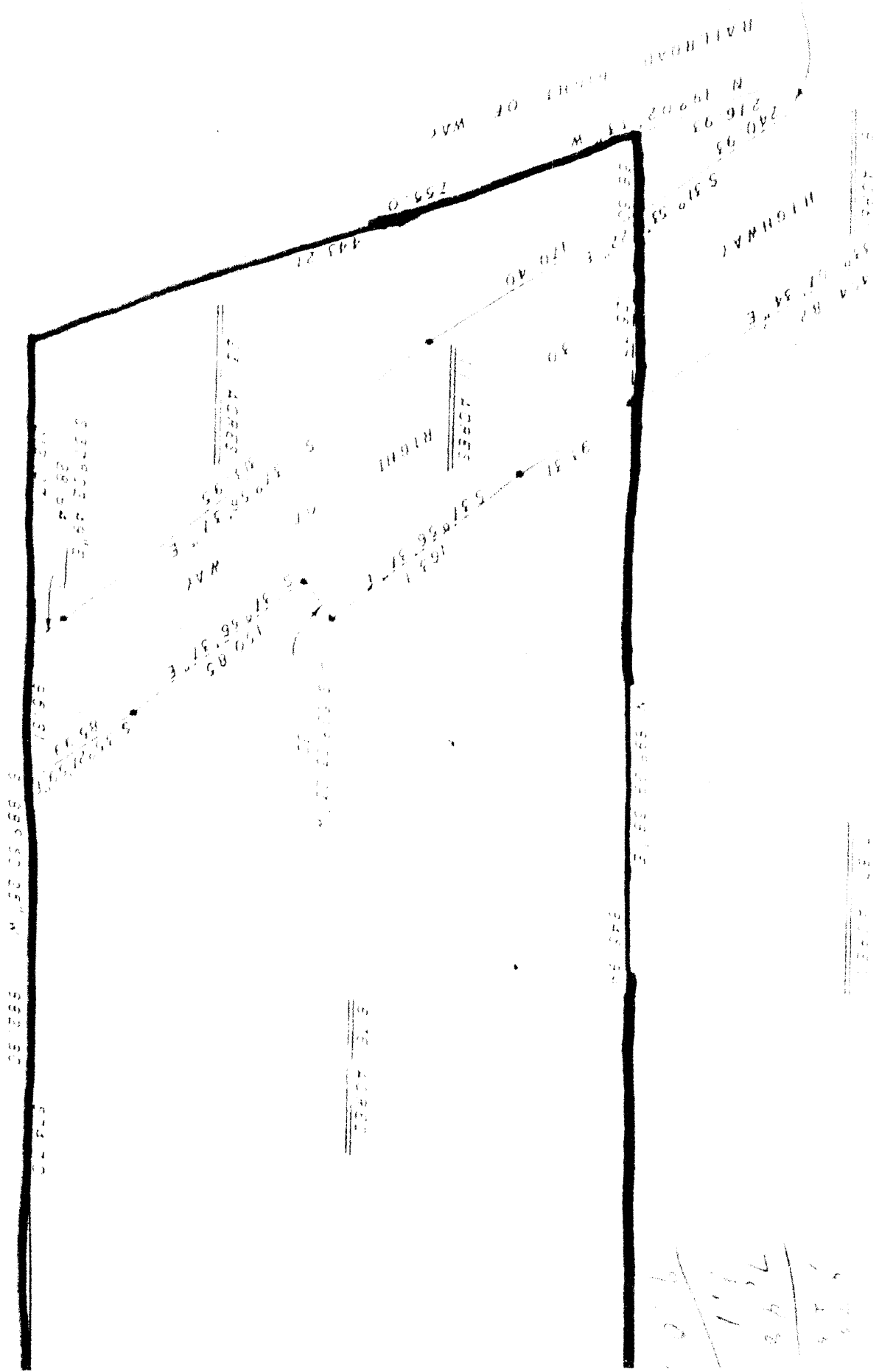
In February 1975, a letter explains that the elements of the claim differ from a transfer application; amendment requested. Letter dated April 1975, acknowledges the lack of response to the request to amend, and suggests cancellation of the transfer application. Then on May 28, 1975, Transfer #2346 (amended) was approved; whereby, the original 1974 claim was changed to add acreage (1 ac) in NWNE Section 11, T8S, R36E. The transfer also acknowledges the reduction of irrigated acres to 31.8.

Statutory claim 29-04042 was filed April 2, 1979, pursuant to §42-243 IC, which basically mirrored Transfer # 2346, 1975; 0.636 cfs on 31.8 acres. Letter dated May 21, 1979 informs claimant of the completion of advertising. Advertising Notice acknowledges the amendment to reduce the original claim to 0.636 cfs,... and reducing irrigated acres to 31.8.

Now comes in the SRBA claims; 29-04042B and C. Attached to these claims are Warranty Deeds which state "Seller grants high water rights out of Rock Creek, pumping rights out of Portneuf River."

THE PROBLEM:

- 1.) 29-04042 was amended to reduce the order of the claim to 0.636 cfs on 31.8 acres, priority date June 1, 1955 (unchanged). As amended, the original claim, now filed in the SRBA, is filed in total by Joyce Orders.
- 2.) 29-04042B and 29-04042C, as filed in the SRBA have no basis. Even though the "Seller grants... rights" of one type or another by deed there is no basis. *The seller has no authority to grant any water rights, of any kind, from either Rock Creek and/or the Portneuf River.* Had the original 1974 claim been perfected, then split by transfer or change of ownership, there might very well have been a basis to a portion of 29-04042. But, that reference was amended away in 1975, by transfer and by a new claim in 1979.
- 3.) 29-04042B and C will be recommended for **DISALLOWAL. P01; NO LAWFUL APPROPRIATION SHOWN.**
- 4.) Documents are filed in 29-04042B.



Form 42-2ABWZ-1409(8) July, 2000

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case 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).	Adjudication Claim No(s).	Split
<u>A29-04043A</u>					

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 SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are 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)

T.E. Lawce

1936 Hwy 91 Packer Rd.

4. New Owner/Claimant(s)

HERMANN & ROSALIND STERNER

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1936 S. Old Highway 91

City, State and ZIP Code

INCOM, IDAHO 83245

New Telephone Number

(208) 775-1900

5. Date you acquired the property

MARCH 31, 2001

Form 42-2-80/42-1-00/46 July, 2000

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

[Signature]
[Signature]

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 1st day of February, 1926, personally appeared before me Jonathan Heaton, a bachelor, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.

LeRoy B. Way
Notary Public residing at
Spokane, Washington.
My Commission Expires 10-23-26

(seal)

RECORDED MAR 22 1926 3 08 PM in Book 58 of Deeds page 272 Records of Bannock County
State of Idaho at the request of P T & T Co
Lillian Sponberg, Recorder. Fee \$1.00

INSTRUMENT NO. 136730

#15504

DMED

THIS INDENTURE, made the 5th day of March, 1925, between Jonathan Heaton, a bachelor, party of the first part, and The Federal Land Bank of Spokane, a corporation organized and existing under the Federal Farm Loan Act party of the second part:

Witnesseth that the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which hereby is acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant to the party of the second part, and to its successors and assigns forever, the following described real estate, situate in the County of Bannock State of Idaho:

The East Half of the Southwest quarter, and the West Half of the Southeast Quarter, Section 11, Township 8 S. R. 36 E. B. M.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, together with all waters and water rights of every kind and description, however evidenced or manifested, which may be appurtenant to said premises, or incident to the ownership thereof, or used in connection therewith, and all watering and irrigating apparatus and fixtures belonging to or used in connection with said premises, and together with any and all stock in any National Farm Loan Association subscribed for or held in connection with loan from The Federal Land Bank of Spokane, secured by mortgage on said property: To Have and To Hold said premises unto the party of the second part, its successors and assigns forever, subject to encumbrances now of record against said property.

IN WITNESS WHEREOF, said party of the first part has signed this indenture, the day and year first above written.

Witnesses:

Jonathan Heaton

(Seal)

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 5th day of March, 1925, personally appeared before me Jonathan Heaton, a bachelor, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.

LeRoy B. Way
Notary Public residing at
Spokane, Wash.
My Commission Expires Oct 23, 1926

(seal)

RECORDED MAR 22 1926 3 09 PM in Book 58 of Deeds page 273 Records of Bannock County
State of Idaho at the request of P T & T Co
Lillian Sponberg, Recorder. Fee \$1.00

INSTRUMENT NO. 136731

DMED

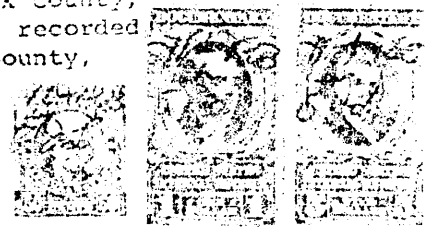
20774

Printed and For Sale by—Gateway Printers, Inc., Boise, Idaho

THIS INDENTURE, made this 29 day of October 1963 in the year of our Lord, One Thousand Nine Hundred and 63, between HAROLD E. TRIPP and PHEBE TRIPP, husband and wife, of McCammon, County of Bannock, State of Idaho the parties of the first part, and FRED J. TRIPP of McCammon, County of Bannock, State of Idaho the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One dollar and other good and valuable consideration DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to wit:

The E½ SW¼, W½ of the SE¼, Section 11, Township 8 South, Range 36, EBM, EXCEPT THEREFROM the land heretofore conveyed to Fred J. Tripp by that certain deed dated the 15th day of November, 1963, between Harold E. Tripp and Phebe Tripp, and Fred J. Tripp and Gladys Lee Tripp, recorded on the 10th day of June, 1964, at 4:35 P. M., book 118 of deeds, page 400 and EXCEPT ALSO, that certain deed dated the 20th day of March, 1963, between Harold E. Tripp and Phebe Tripp and Fred J. Tripp and Gladys Lee Tripp, being instrument number 390377 records of Bannock County, recorded April 1, 1963, at 12:09 P. M. and recorded in the official record book 178, Bannock County, Idaho.



Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to his heirs and assigns forever and the said parties of the first part, and their heirs and assigns warrant the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said parties of the first part, and their heirs and assigns against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

[Signature]
[Signature]

Harold E. Tripp
Phebe Tripp

[SEAL]
[SEAL]

392587

STATE OF IDAHO.

COUNTY OF Bannock

} ss:

On this 30th day of October, in the year 1963, before me the undersigned, a Notary Public in and for said County and State, personally appeared HAROLD E. TRIPP and PHEBE TRIPP, 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.



Mildred E. Lindquist
Notary Public

Residence: McCall, Idaho

WARRANTY DEED

TO

Dated _____, 1963

STATE OF IDAHO.

COUNTY OF _____ } ss:

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____

o'clock M. this _____ day of _____

A. D. 1963

at my office and duly recorded in Book _____

of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy

Fee \$ _____

392587
Fred J. Tripp
McCall, Idaho
Nov 1 2 32 PM '63

10/12

2-1

1-27843

Form No. 270

Printed and For Sale by - Gateway Printers, Inc., Pocatello

989 Real Estate Agreement
(ESCROW)

587132

THIS AGREEMENT, Made and entered into this 21th day of October, 1977, between Fred A. Tripp and Joyce Tripp - Husband and Wife, of McCammon, County of Blaine, State of Idaho, hereinafter called "Vendor," and Tom Edward Lance and Sharon D. Lance - Husband and Wife, of Pocatello, County of Blaine, State of Idaho, hereinafter called "Purchaser,"

WITNESSETH, That the Vendor, in consideration of the covenants and agreements on the part of the Purchaser, hereinafter contained, agrees to sell and convey unto the Purchaser, and the Purchaser agree to buy, all that certain piece or parcel of land situated and lying and being in McCammon, County of Blaine, State of Idaho, and bounded and particularly described as follows, to-wit:

Parcel of land located in the Southwest quarter of the Southeast Quarter of section 11, Township 36 South, Range 30 East, Boise Meridian Blaine County, Idaho, being more particularly described as follows: Beginning at the East 1/16 corner on the South line of said section 11, Township 36 South, Range 30 East, Boise Meridian; thence North 88°01'32" East along the East 1/16 line of said section, 192.17 feet to the true point of beginning; thence continuing North 88°01'32" East along the East 1/16 line 419.05 feet; thence South 89°26'39" West, 1,000.21 feet to the east railroad right of way line; thence South 18°42'33" East along said right of way line, 442.21 feet; thence North 88°01'32" East, 882.80 feet to the true point of beginning. Said parcel containing 1.12 acres, except old U.S. Highway 89-191-20 North, which contains 1.12 acres.

together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; subject, however, to all zoning laws, city ordinances, easements, restrictive agreements and right of ways of public roads as of the date of this agreement.

for the sum of "Nineteen Thousand and No/100----- DOLLARS, (\$19,000.00), lawful money of the United States of America, and the said Purchaser, in consideration of the premises, agree to pay to the said Vendor, the said sum of Nineteen thousand and No/100----- DOLLARS, (\$19,000.00), as follows, to-wit:

\$2,500.00 Receipt of which is hereby acknowledged -
\$16,500.00 \$172.00 or more due on the 1st day of Dec. 1977 and a like amount or more due on the 1st day of each succeeding month thereafter until Principal and Interest are fully paid. Principal to bear interest at the rate of 2 1/2 % per annum from October 31, 1977. In addition \$2 per month will be paid as a collection and service fee, making the total payment \$176.00

The Purchaser, S, agree to keep the buildings located on said premises insured against loss by fire for their insurable value with the loss payable to the Vendor, S, as present owner, S, and to the Purchaser, S, as purchaser, S, under contract, as their respective interests may appear, premiums on said policies to be paid by the Purchaser, S, on and after the date of this contract, provided, however, that if the buildings located on said premises are now insured against loss by fire, the parties hereto agree to prorate the premiums heretofore paid on said policies as of the date the Purchaser, S, take possession of said premises, in which event proper orders shall be placed on said policies to protect the interests of the respective parties as they may appear.

The Vendor, S, agree to pay all state, city, school and county taxes and all assessments, of whatsoever nature, which were levied against said premises for the year 1976, and prior years and 12ths of the taxes and assessments levied against said premises for the year 1977, and the Purchaser, S, agree to pay 2470 /12ths of all state, city, school and county taxes and assessments, of whatsoever nature, which were assessed against said premises for the year 1977, and all of said taxes and assessments for each and every year thereafter.

The Vendor, S, agree to deliver to the Purchaser, S, an Abstract of Title to said premises showing good, marketable title in the Vendor, S, free and clear of all encumbrances, said Abstract of Title, however, is to be placed in escrow, as hereinafter provided, as soon as the same is examined by the attorneys for the Purchaser, S, or, in lieu of an Abstract of Title, the Vendor, S, may, at their option, deliver a Title Insurance Policy which shall insure the Purchaser, S, against loss or damage by reason of any defect in or lien or encumbrance affecting the title to said real estate or by reason of the unmarketability of the title of the Vendor.

It is further agreed by and between the parties that a copy of this agreement, together with a good and sufficient Warranty Deed, shall be delivered by the Vendor, S, to the Purchaser, S, and the Abstract of Title or Title Insurance Policy to said premises, together with

990

587132

It is further agreed that this agreement cannot be assigned by the Purchaser S to any person, firm or corporation without the written consent of the Vendor S. A violation of this clause of the agreement shall be considered material and will give the right to the Vendor S to forfeit any and all rights of the Purchaser S in and to the said premises as hereinafter provided.

Time is of the essence of this agreement and in case the Purchaser S shall fail, refuse or neglect to pay to the Vendor S or the escrow holder the money as is agreed herein to be paid or to pay the taxes and assessments at the time the same shall become due or shall fail to fulfill any of the covenants or agreements on their part to be kept and performed, then and in that event the Vendor S shall be relieved from obligation in law or in equity to convey said property and the Vendor may, at their option forfeit any and all rights of the Purchaser S in and to the said real estate, and all money paid to the Vendor S or the escrow holder by the Purchaser S under this agreement shall be retained by the Vendor S as liquidated damages for non-performance of this contract and as rent for said premises, and the Vendor S shall have the right to demand the escrow holder to re-deliver to them the escrow papers and from the time the escrow papers are re-delivered to the Vendor S the Purchaser S shall cease to have any right, title or interest in and to said premises and agree S to immediately surrender peaceable possession of the same to the Vendor.

It is agreed that the above remedy is cumulative and the Vendor S shall have any other remedy for the enforcement of this contract given to them by the laws of the State of Idaho.

It is further agreed that the seller will pay the initial escrow charges and the buyer will pay all escrow charges thereafter.

It is further agreed that if it becomes necessary for the Vendor S to bring an action in any court of competent jurisdiction for the enforcement of this contract for the repossession of said premises upon failure of the Purchaser S to make the payments and perform the covenants as herein specified, the Purchaser S shall pay all court costs contracted by the Vendor S together with a reasonable attorney's fee.

It is further agreed that the stipulations herein set forth are to apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto and the Purchaser S shall have possession of said premises on the 24th day of October 1977.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Fred J. Tripp
Joyce Tripp

Tom Edward Lance (SEAL)
Sharon D. Lance (SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO.
COUNTY OF Blaine ss.

On the 24th day of October, in the year 1977, before me, a Notary Public in and for said State personally appeared Tom Edward Lance and Sharon D. Lance, Husband and Wife, and Fred J. Tripp and Joyce Tripp, Husband and Wife.

known to be the person whose name is 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.

NOTARY SEAL

(SEAL)

Notary Public.
Residing at Bonatello, Idaho

My commission expires July 2, 1977

587132

RECORDED AT REGISTRY
Am. Land Title Co.
OCT 31 4 30 PM '77
110
2.00 In

777

WARRANTY DEED

1-45535-45
(9)

For Value Received

FRED J. TRIPP AND JOYCE TRIPP, Husband and Wife

750379
JH

the grantors, do hereby grant, bargain, sell and convey unto

Tom Edward Lance and Sharon D. Lance, Husband and Wife

whose current address is
1335 Eastridge
Pocatello, ID

the grantees, the following described premises, in Bannock County Idaho, to wit:

A parcel of land located in the Southwest quarter of the Southeast Quarter of Section 11, Township 8 South, Range 36 East, Boise Meridian Bannock County, Idaho, being more particularly described as follows:

Beginning at the East 1/16 corner on the South line of said section 11, Township 8 South, range 36 east, Boise meridian; Thence north 0°08'38" East along the East 1/16 line of said section, 192.17 feet to the true point of beginning; thence continuing North 0°08'38" East along the east 1/16 line 410.05 feet; thence South 89°29'38" West, 1,028.21 feet to the east railroad right of way line; thence South 19°02'33" East along said right of way line, 443.21 feet; thence North 88°50'25" East, 882.80 feet to the true point of beginning.

Said parcel containing 9.12 acres. except old U. S. Highway 90-191-30 North, which contains 1.12 acres.

Seller grants high water rights out of Rock creek, pumping rights out of Portneuf River and ~~culinary water out of spring on adjacent property~~, also easement across sellers adjacent land for pipeline and maintenance of pipeline carrying water from Rock creek across sellers ground to purchasers ground. Grantors reserve an easement to carry water from Rock creek, water from Portneuf and also from the Spring.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 24, 1977

Fred J. Tripp

STATE OF IDAHO, COUNTY OF Bannock
On this 24th day of Oct., 1977
before me, a notary public in and for said State, personally appeared

Fred J. Tripp and Joyce Tripp
Husband and Wife

NOTARY SEAL

known to me to be the person whose name is are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Alan Hunt England
Notary Public
Residing at Pocatello, Idaho
Comm. Expires July 9, 1979

NO. 750379
REQUEST OF
AMERICAN LAND TITLE CO.
85 MAY 30 P4:27

OFFICIAL RECORD
BANNOCK COUNTY, IDAHO
LARRY W. LAMAN - RECORDER
FEE \$2.00 DEPUTY JH

Furnished by the AMERICAN LAND TITLE CO., Pocatello, Idaho

tion that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that it executed the same, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(SEAL)
Commission Expires Oct. 7, 1947

E. C. Prestbye
Notary Public in and for the State of
Washington
Residing at Spokane, Washington

RECORDED MAR 10 1945 9 06 AM in Book 91 of Deeds, Page 637, Records of Bannock County,
State of Idaho. At request of H. E. Tripp, Route 1, McCammon.

Anna Keefe, Recorder

Fee \$1.40

INSTRUMENT NO. 236121

QUITCLAIM DEED

THE AMALGAMATED SUGAR COMPANY, a corporation, grantor, for valuable consideration, hereby quitclaims to FRANKLIN COUNTY SUGAR COMPANY, grantee, all of its right, title and interest in and to that certain real property in Bannock County, Idaho, particularly described as follows:

A certain piece or parcel of ground, described as follows: Beginning at a point 180 feet west of the southwest corner of Block Seven (7) of South McCammon Townsite, thence four hundred (400) feet north along the right-of-way of the Oregon Short Line Railroad; thence west one hundred twenty (120) feet; thence south four hundred (400) feet; thence east one hundred twenty (120) feet to the point of beginning.

IN WITNESS WHEREOF, The Amalgamated Sugar Company has hereby caused this instrument to be executed by its officers thereunto duly authorized, and its corporate seal affixed hereto this 27th day of February, 1945.

(CORPORATE SEAL)

THE AMALGAMATED SUGAR COMPANY
By H. A. Benning
President
By J. R. Bachman
Secretary

STATE OF UTAH)
COUNTY OF WEBER) SS.

On the 27th day of February, A. D., 1945, personally appeared before me H. A. BENNING and J. R. BACHMAN, who being by me duly sworn, did say that they are the PRESIDENT and SECRETARY, respectively, of THE AMALGAMATED SUGAR COMPANY, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said H. A. BENNING and J. R. BACHMAN acknowledged to me that said corporation executed the same.

(SEAL)
Commission Expires Oct. 15, 1948

A. M. Squires
Notary Public

RECORDED MAR 10 1945 10 20 AM in Book 91 of Deeds, Page 638, Records of Bannock County,
State of Idaho. At request of Franklin Co. Sugar Co., Preston, Idaho.

Anna Keefe, Recorder

Fee 60¢

INSTRUMENT NO. 236124

QUIT CLAIM DEED

THIS INDENTURE, Made the 10th day of February in the year of our Lord One Thousand Nine Hundred and forty-five between L. D. Hickman and Jennie P. Hickman, husband and wife of Arimo, of the County of Bannock and State of Idaho the parties of the first part, and Walter F. Grossenbach and Mary A. Grossenbach, his wife of Arimo, of the County of Bannock and State of Idaho, the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 and other valuable consideration DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever Quit claim unto the said parties of the second part, and to their heirs and assigns all that certain land situated in Bannock County, of the State of Idaho, particularly described as follows, to-wit:

The Northeast quarter of the Northwest quarter of Section Ten,
Township Eleven South, Range Thirty-six, East of the Boise Meridian.

STATE OF IDAHO

County of BANNOCK

ss.

On this 22nd day of February in the year 1945, before me, Roy L. Black, a Notary Public in and for County and State, personally appeared Arlie R. Helms, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

Roy L. Black
Notary Public in and for Idaho,
Residing at Pocatello, Idaho
My commission expires June 2, 1948.

Filed for record at the request of H. T. A. Co March 8, 1945, at 25 minutes past 3 o'clock P.M. in Record of Deeds, Book 91, page 636.

Anna Keefe, Recorder

Fee \$1.00

INSTRUMENT NO. 236116

#15504-Hess, L. Edw.

Form FID 410
M891 (Rev 6-44)

WARRANTY DEED

THIS INDENTURE, made this 29th day of December, 1944, between THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Act of Congress known as the Federal Farm Loan Act, as amended, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, the party of the first part, and H. E. TRIPP, party of the second part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant to the party of the second part, and to his heirs and assigns forever, the following described real estate, situate in the County of Bannock, State of Idaho, to wit:

The East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 11, Township 8 South, Range 36 East of the Boise Meridian.

(\$1.65 I. R. S. attached to Deed and cancelled)

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, and all waters and water rights, and all watering and irrigating apparatus and fixtures which are appurtenant to or incident to the ownership of said premises; but nothing herein contained shall be construed as a warranty of any water right.

To Have and To Hold said premises unto the party of the second part, his heirs and assigns forever, subject to the following:

1. Unpaid taxes, assessments and water charges, including but not limited to those levied or imposed by the United States Reclamation or Indian Service or by any water or irrigation or drainage district or company, and all other unpaid charges, liens or assessments imposed by or pursuant to law on the above described property, including any and all deferred charges,
2. Any lien imposed by law by reason of the outstanding indebtedness of any drainage, irrigation or other special improvement district; and any lien or encumbrance revived or placed on said property by, through or under the party of the second part.
3. The exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the state in which said land is situate, or in deeds from railway companies; and any and all easements, rights of way for railroads, roads or highways or other servitudes.

The party of the first part hereby covenants that, except as hereinabove stated, it will forever Warrant and Defend the title to said premises and the quiet and peaceable possession thereof unto the said party of the second part, or his assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its proper and duly authorized officers:

(CORPORATE SEAL)
ATTEST:
Willard M. Rees
Assistant Secretary

THE FEDERAL LAND BANK OF SPOKANE
By G. C. Fish
S. C. Fish
Vice-President

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.

On this 29th day of December 1944, before me (a notary public in and for the above named state) personally appeared S. C. Fish, to me known to be Vice-President of the corpora-

1-22774-JM

WARRANTY DEED

554993

For Value Received FRED J. TRIPP and JOYCE TRIPP, husband and wife

the grantors do hereby grant, bargain, sell and convey unto

WILLIAM R. HOADLEY and RUTH C. HOADLEY,
husband and wife

whose current address is 4761 Whitaker Road, Pocatello, Idaho 83201

the grantee s, the following described premises, in Bannock County Idaho, to wit:

A tract of land in Section 11, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Commencing at the East 1/16 corner on the south line of said Section 11; thence North 192.17 feet to the true point of beginning; thence South 89°59'09" West 888.04 feet, more or less, to the East edge of the Union Pacific Railroad Right of Way; thence North 19°04' West along said East right of way 755 feet; thence Northeasterly 1110 feet, more or less, to a point which North 820.10 feet from the true point of beginning; thence South 820.10 feet to the true point of beginning.....

Seller grants high water rights out of Rock Creek, pumping right out of Portneuf River and culinary water out of spring on adjacent property, also easement across sellers adjacent land for pipeline and maintenance of pipeline carrying water from Rock Creek across sellers ground to purchasers ground. Grantors reserves an easement to carry water from Rock Creek, water from Portneuf and also from the spring.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 10, 1976

Fred J. Tripp

Joyce Tripp

STATE OF IDAHO, COUNTY OF Bannock
On this 10th day of May, 1976,
before me, a notary public in and for said State, personally
appeared Fred J. Tripp and Joyce Tripp
husband and wife

NOTARY SEAL

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they have executed the same.

Nancy J. Williams
Notary Public

Residing at Pocatello, Idaho
Comm. Expires 3-7-80

554993

NO
RECORDED AT REQUEST
Amer. Land Title Co.

MAY 20 8 43 AM '76

RECEIVED
BANKS & COMPANY
TIMOTHY L. BANKS
FEE 1.00 DEPUTY MS

Furnished by the AMERICAN LAND TITLE CO., Pocatello, Idaho

00207

55118AKE
R4057000100
R4057006901
R4057006301
R4057008200
R4057008101
R4055000800



PIONEER TITLE COMPANY
OF BANNOCK COUNTY

135 North Arthur Avenue / P.O. Box 1057 / Pocatello, Idaho 83204 / Telephone (208) 233-9593

20006315
9-1

20020382

[Handwritten initials]

WARRANTY DEED

For Value Received
NOEL ORDERS and JOYCE ORDERS, who acquired title as JOYCE TRIPP, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

ROCK CHUCK RANCH LP

hereinafter referred to as Grantee, whose current address is

6429 ASLETT ROAD, McCAMMON, ID 83250

the following described premises, to-wit:

LEGAL DESCRIPTION EXHIBIT "A" ATTACHED

****RE-RECORDED TO CORRECT LEGAL DESCRIPTION****

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: April 21, 2000.

[Signature of Noel Orders]
NOEL ORDERS

[Signature of Joyce Orders]
JOYCE ORDERS



STATE OF IDAHO)
COUNTY OF BANNOCK)

On This 21st day of April, in the year 2000, before me, a Notary Public in and for said State, personally appeared: NOEL ORDERS and JOYCE ORDERS, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same;

20020382

PIONEER TITLE
REC'D DEC 20 11 0 26

[Signature of Arlene K. Evans]
Notary Public of Idaho
Residing at Pocatello, Idaho
Commission expires: 8/29/04

772

2-2

20020382

Exhibit A

A parcel of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 8 South, Range 36 East, Boise Meridian; and the North half of Section 12, Township 8 South, Range 36 East, Boise Meridian; and all of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 8 South, Range 36 East, Boise Meridian; and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and the West 440 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 8 South, Range 37 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Beginning at the West quarter corner of Section 12, Township 8 South, Range 36 East, Boise Meridian, the same being the point of beginning; thence East along the latitudinal centerline of said Section 12, a distance of 5280 feet, more or less, to the East quarter corner of said Section 12; thence North along the East line of said Section 12, a distance of 1320 feet, more or less, to the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 8 South, Range 37 East;

thence East along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 1760 feet; thence North a distance of 1320 feet, more or less, to the North line of said Section 7; thence West along said North line a distance of 1760 feet, more or less, to the common corner of Section 6 and 7, Township 8 South, Range 37 East and Sections 1 and 12, Township 8 South, Range 26 East;

thence North along the East line of Section 1, Township 8 South, Range 36 East, a distance of 1320 feet, more or less, to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 1; thence along the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, West a distance of 1320 feet; thence South a distance of 1320 feet, more or less, to the North line of Section 12, Township 8 South, Range 36 East;

thence continuing South a distance of 765 feet, more or less, to the Northerly right of way line of Upper Rock Creek Road; thence following said right of way line in a Westerly direction a distance of 2332.57 feet, more or less, to a point easterly of an irrigation pond; thence leaving said right of way and following the irrigation pond, South 0° East a distance of 150 feet; thence West a distance of 200 feet; thence North 0° West a distance of 150 feet, more or less, to the northerly right of way line of Upper Rock Creek Road;

thence Westerly along said northerly right of way a distance of 1198.64 feet, more or less, to the Southeast corner of that property described in Instrument No. 823642 (Tax 20); thence South 0° East a distance of 400 feet; thence South 78°13'55" West a distance of 1748.76 feet, more or less, to the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 8 South, Range 36 East; thence South along said line a distance of 1065 feet, more or less, to the Southwest corner of Tax 28; thence Northeasterly along the boundary of said Tax 28 a distance of 966.07 feet, more or less; thence North 45° East along said Tax 28, a distance of 103 feet, more or less, to the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11; thence East a distance of 340 feet, more or less, to the point of beginning.

440

Bannock County, Idaho

INSTRUMENT No 300772

WARRANTY DEED

This Indenture, Made this 15th day of November in the year of Our Lord One Thousand Nine Hundred and Fifty-three, between

HAROLD E. TRIPP and PHEBE TRIPP, husband & wife

of McCammon, County of Bannock, State of Idaho, the part of the first part, and

FRED J. TRIPP and GLADYS LEE TRIPP, husband & wife,

of McCammon, County of Bannock, State of Idaho, the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

ONE AND NO/100

lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby acknowledge, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever, All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

Beginning at the Center $\frac{1}{4}$ Cor. of Section 11, T. 8 S., R. 36 E.B.M. thence running S 89°27' E. along the latitudinal Centerline of said section a distance of 1320.0 feet, more or less to the East $\frac{1}{16}$ corner of said section: Thence running South on the East $\frac{1}{16}$ line of said section a distance of 1131.5 feet, more or less, to a point which lies 188.5 feet North of the SE $\frac{1}{16}$ corner of said section; Thence running West Parallel to and 188.5 feet distant from the South $\frac{1}{16}$ line of said section a distance of 1242.9 feet, more or less to an intersection with the North-Easterly Right of Way Line of the U.S. 30N Highway; Thence running N 19°01' W. along said Right of Way line a distance of 1200.9 feet, more or less to an intersection with the latitudinal centerline of said section; Thence running S 89°27' E. along said latitudinal centerline a distance of 325.08 feet to the Point of Beginning.

Being a portion of the NW $\frac{1}{4}$ Set and a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, T. 8 S. 36 E.B.M., and containing 37.51 acres.

Together with, all and singular, the tenements, hereditaments and appurtenances thereto in anywise by any writing and the rents, issues and profits thereof:

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and profits thereof, unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, the said parties of the second part, and to their heirs and assigns against the said parties of the first part, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and defend by these presents hereunto made.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Harold E. Tripp

Phebe Tripp

STATE OF IDAHO,

County of BANNOCK

On this 15th day of November, in the year 1953, before me, Cleve E. Cook, a Notary Public in and for said County and State, personally appeared:

HAROLD E. TRIPP & PHEBE TRIPP

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

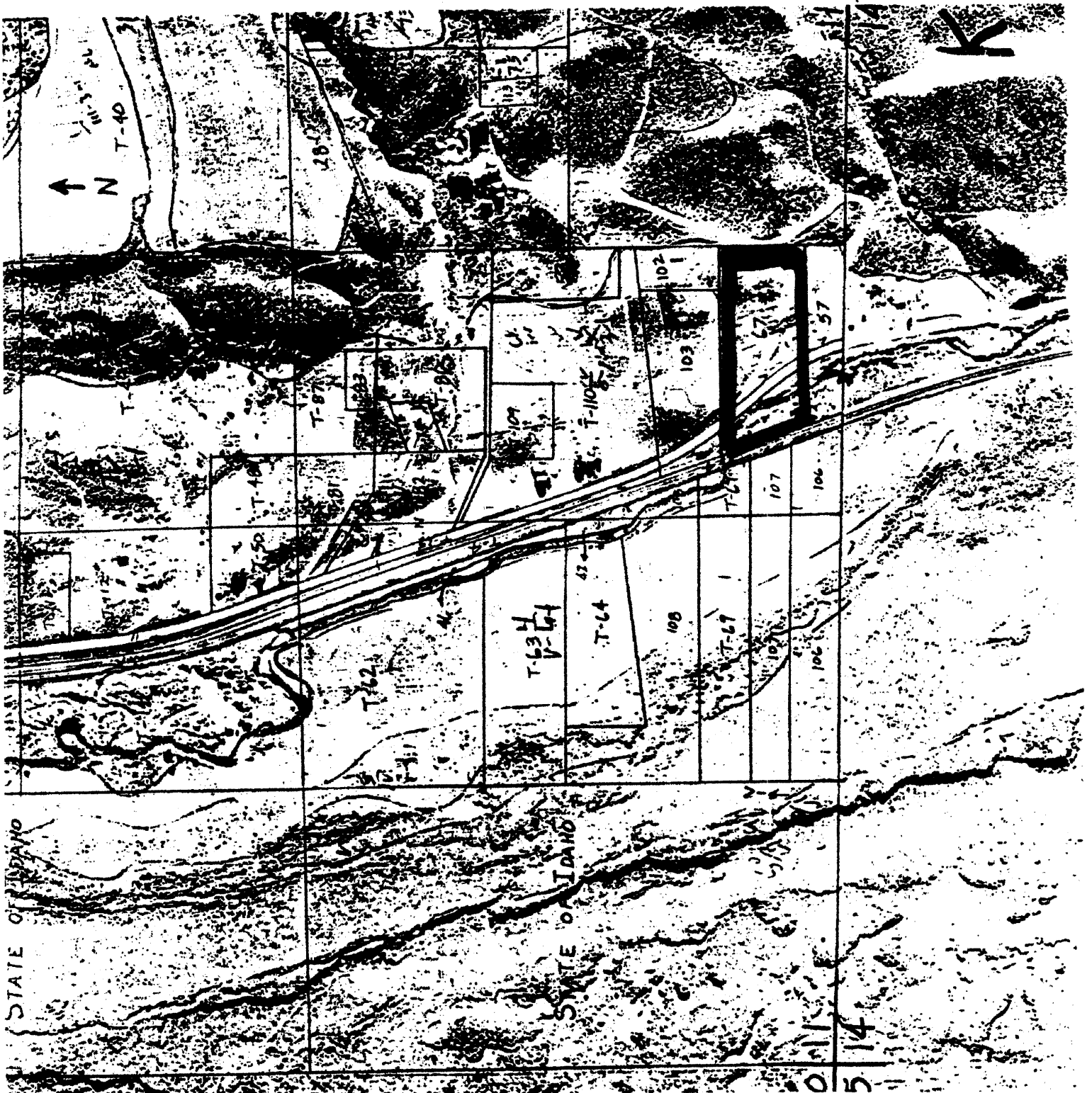
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Cleve E. Cook Notary Public
Residence: McCammon, Idaho
My Commission expires: 1 August, 1954

Plat Map

Borrower/Client Hermann & Rosalind Sterner			
Property Address 1936 Old Highway 91			
City Inkorn	County Benneock	State ID	Zip Code 83245
Lender Cendant Mortgage Corp.			



Instrument No.

Page 10.

NOTICE OF WATER APPROPRIATION

STATE OF IDAHO

ss.

Bannock County.

TO ALL CONCERNED:

Notice is hereby given: That William A. Lish, of McCammon, of the County of Bannock and State of Idaho, hereby claims the water of that certain spring un-named here, flowing to the extent or amount of one (1) cubic foot per second of time, to be diverted at the point where the said spring issues from the ground, and situated about 150 yards in a southeasterly direction from the southeast corner of the southwest quarter of the southeast quarter of section 11, township 18 South of Range 36 E.B.M., at which said point a copy of this notice is posted.

It is intended to use the waters above described for agricultural and domestic purposes upon the W $\frac{1}{4}$ S $\frac{1}{4}$ and E $\frac{1}{4}$ S $\frac{1}{4}$ Section 11, T. 18 S. R. 36, East Boise Meridian in Idaho, containing 160 acres.

Said waters are intended to be diverted by means of a dam and a ditch about one fourth of a mile in length, running in a general north westerly direction from the point of diversion and distributed over and upon the lands above described, and having its terminus in the south west quarter of the southeast quarter of section 11, above described.

The works for the diversion and distribution of the waters above described are intended to be fully completed and in use within two year (2) from the date of this notice.

Witness the hand of claimant at McCammon Bannock County, Idaho this 23rd day of July A.D. 1902.

Claimant.

State of Idaho

ss.

County of Bannock

William A. Lish, being first duly sworn according to law, deposes and says that he is of lawful age and the claimant of the water right mentioned in the foregoing notice and whose name is subscribed thereto; that the statements in said notice contained are true and that the original notice of which the foregoing is a true copy was posted in a conspicuous place at the point of diversion therein described on the 23rd day of July A.D. 1902 at 3:40 o'clock P.M.

William A. Lish

Subscribed and sworn to before me by the said William A. Lish this 23rd day of July A.D. 1902.

J.H. Stinger,

Justice of the Peace.

Recorded: July 25, 1902 at 2:35 P.M.

in Book 2 Water Loc. page 191, Records Bannock County, Idaho

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO WATER RIGHT

1. Name of claimant: McCann, Idaho
2. Name of claimant: McCann, Idaho
3. Name of claimant: McCann, Idaho

4. Name of claimant: McCann, Idaho
5. Name of claimant: McCann, Idaho
6. Name of claimant: McCann, Idaho

7. Name of claimant: McCann, Idaho
8. Name of claimant: McCann, Idaho
9. Name of claimant: McCann, Idaho

10. Name of claimant: McCann, Idaho
11. Name of claimant: McCann, Idaho
12. Name of claimant: McCann, Idaho

13. Name of claimant: McCann, Idaho
14. Name of claimant: McCann, Idaho
15. Name of claimant: McCann, Idaho

16. Name of claimant: McCann, Idaho
17. Name of claimant: McCann, Idaho
18. Name of claimant: McCann, Idaho

19. Name of claimant: McCann, Idaho
20. Name of claimant: McCann, Idaho
21. Name of claimant: McCann, Idaho

22. Name of claimant: McCann, Idaho
23. Name of claimant: McCann, Idaho
24. Name of claimant: McCann, Idaho

25. Name of claimant: McCann, Idaho
26. Name of claimant: McCann, Idaho
27. Name of claimant: McCann, Idaho

28. Name of claimant: McCann, Idaho
29. Name of claimant: McCann, Idaho
30. Name of claimant: McCann, Idaho

31. Name of claimant: McCann, Idaho
32. Name of claimant: McCann, Idaho
33. Name of claimant: McCann, Idaho

34. Name of claimant: McCann, Idaho
35. Name of claimant: McCann, Idaho
36. Name of claimant: McCann, Idaho

37. Name of claimant: McCann, Idaho
38. Name of claimant: McCann, Idaho
39. Name of claimant: McCann, Idaho

40. Name of claimant: McCann, Idaho
41. Name of claimant: McCann, Idaho
42. Name of claimant: McCann, Idaho

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions
 Section, township and range of the public land survey system.

State of Idaho
County of BONAVILLE

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

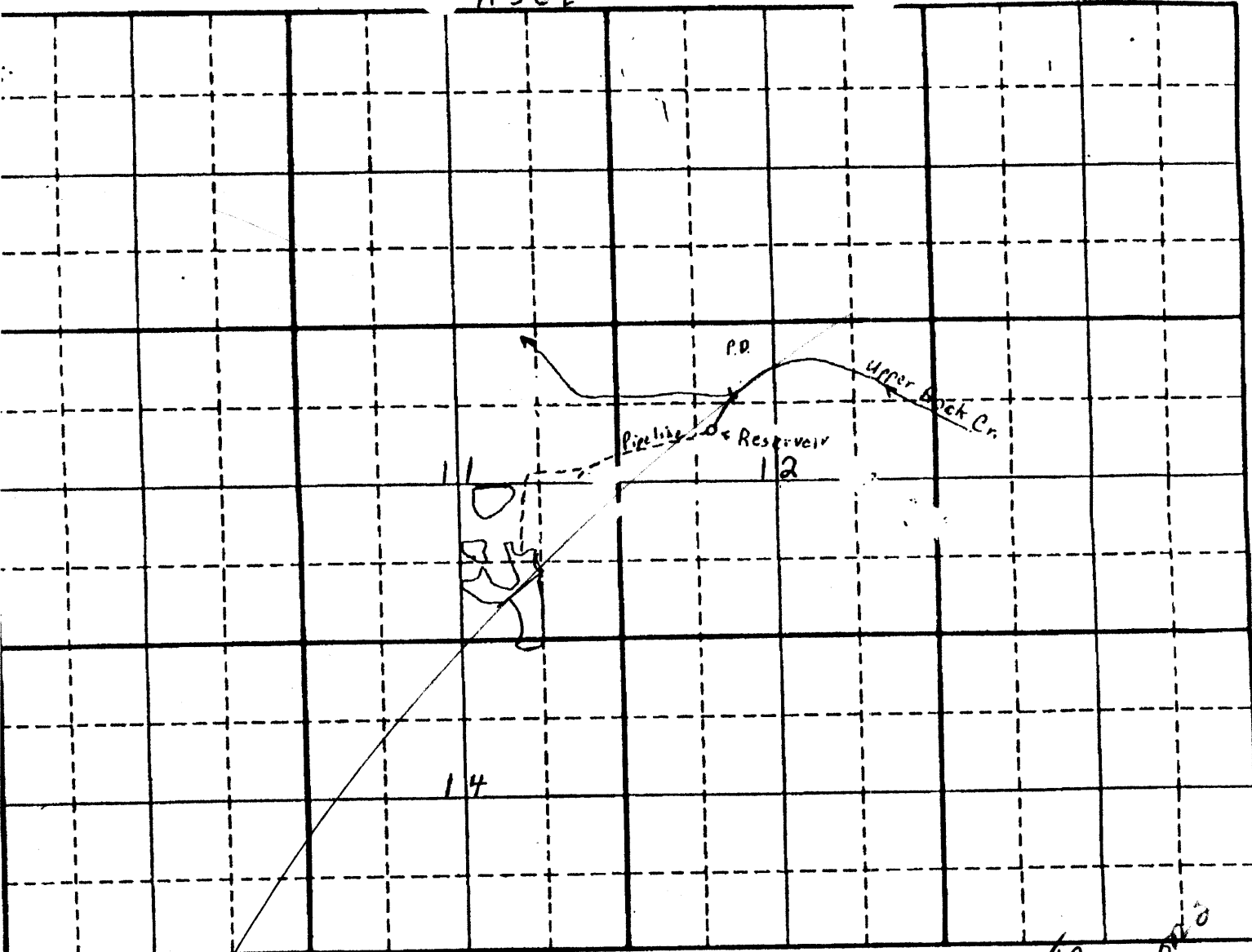
Sworn to before me this 17 day of SEPTEMBER, 1974.

Notary Public
Residing at FIRTH, IDAHO

My commission expires 2/14/78

Received by NA Date 9-11-76 Exception filed by: _____ Forwarded to _____ Date _____
 Prelim. check by SC Date 9/18/76 claimant by: _____
 \$10.00 fee received by MB Date 9-17-76
 A payment for subscription for NR 10-9-76 #13059

R 36 E



Scale: 2 Inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water of 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho

County of Bonneville

)
) ss.

** This map does NOT RELATE TO 4043A IT DOES RELATE TO 4042 Joyce O'Connell*

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Mrs. Fred J. Dries
(Claimant)

Sworn to before me this 2nd day of April, 1979.

Calvin Whaley
Notary Public
Residing at Idaho Falls, Idaho

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: A29-04043AIdent. Number A29-14631Date Received 4-23-90Receipt Number 4-2 E013500

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) TELL EDWARD LANCE Phone (208) 775-4481Mailing Address 1936 Hwy 91 TIRKOM IDAHO Zip 832452. Date of Priority (Only one (1) per claim) 7/25/19023. Source of water supply (a) Portneuf River
which is tributary to (b) Snake4. a. Location of existing point of diversion is: Township 8S Range 36E Section 11,
SW 1/4 of SE 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of BannockAdditional points of diversion if any: None

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

Township 8S Range 36E Section 11, SW 1/4 of SE 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of Bannock
ending point is: Township 8S Range 36E Section 11, SW 1/4 of SE 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of Bannock5. 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. Pump - from river

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrig purposes from 4/1 to 10/30 amount 0.20 or 2.4
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.20 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 25 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) None

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. 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	
85	36E	11															10		10

Total number of acres irrigated 10

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 X 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.
Part of Claim no. 294042 - listed from Fred J. Tripp or None ()

14. Remarks: Water of Mr. Tripp has filed

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 294043
Court _____ Case Number _____ Decree Date 7/25/02
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) Tom E. Lance

Date 4-21-90

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 _____

Title _____

of _____

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 Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 23rd day of April 19 90

Notary Public Betty J. Thompson

Residing at _____

My Commission Expires _____

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 Lance Ident. Number _____

Copies White-State, Yellow-Claimant

Scale: 2 inches equals 1 mile

[illegible]

LANCE

Copies: White-State, Yellow-Claimant



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 20, 2001

Rose and Herman Sterner
1936 Old Hwy 91
Inkom ID 83245

RE: EVIDENCE OF PRIORITY FOR A29-04043A

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 29. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. **As the claimant, you are responsible for submitting the necessary evidence to support the priority date.**

The above referenced claim to a water right claims a July 25, 1902 priority date from a spring. Your claim references source as the Portneuf River. Since the two sources do not match the evidence submitted will not satisfy the priority date requirement. As a side note; a Posted Notice only shows intent to divert it is not evidence of Beneficial Use.

In addition, I have not received the Notice of Change of Water Right Ownership form with a supporting document (deed, etc.) showing you as the new owner.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind

of Evidence is Required” and “Some Examples of Documents Which May Be Evidence of the Priority Date”.

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

In addition to this request, I am enclosing copies of two other letters requesting action with respect to this water right claim, which had no response from your office.

.....
The Department will not recommend the Notice of Claim be decreed by the court if evidence of a priority date is not submitted. The Notice of Claim will be disallowed.
.....

Please submit the documentation supporting the priority date within 30 days of the date of this letter, referencing all documents with the corresponding Claim number. If you have any questions not covered by this letter or the enclosed pamphlet, please feel free to contact this office.

Respectfully submitted,



 Allen B. Ruberry
Sr. Water Resource Agent
Adjudication Bureau

cc: File

Enclosure: Brochure on “Evidence of Priority”
Notice(s) of Claim A29-04043A