

1-14845-K

2-1

DEED

502094
lak

FOR VALUE RECEIVED, GENERAL SALES, INC.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant,
Bargain, Sell and Convey unto GEORGE HERBERT HENRICHS and MAURINE D. HENRICHS,
husband and wife
grantee, the following described real estate, to-wit:

See attached Schedule "A" Schedule "B"
Subject to attached restrictions

Schedule "A"

A TRACT OF LAND IN THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION
15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., BANNOCK COUNTY, IDAHO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MARSH CREEK
ROAD THAT IS NORTH 89° 16' EAST ON THE LATITUDINAL CENTERLINE OF SECTION
15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M. 1873.44 FEET FROM THE WEST
QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 89° 16' 10" EAST 2092.25
FEET, MORE OR LESS, TO THE EAST 1/16 LINE OF SAID SECTION 15; THENCE
SOUTH 00° 10' 30" EAST ON EAST 1/16 LINE OF SAID SECTION 15, 585.60 FEET;
THENCE WEST 919.50 FEET; THENCE SOUTH 71° 43' 45" WEST 240.01 FEET; THENCE
SOUTH 85° 33' 15" WEST 163.78 FEET; THENCE SOUTH 72° 32' 30" WEST 240.13
FEET; THENCE SOUTH 77° 18' 30" WEST 332.28 FEET; THENCE NORTH 69° 40' 30"
WEST 394.40 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF
MARSH CREEK ROAD; THENCE NORTHERLY ON THE SAID EASTERLY RIGHT OF WAY LINE
ON A CURVE TO THE LEFT WITH A RADIUS OF 2894.79 FEET FOR A DISTANCE OF
151.14 FEET; THENCE NORTH 11° 02' EAST ON THE SAID EASTERLY RIGHT OF WAY
LINE 508.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING...

Grantor reserves unto itself the right to use the necessary water from Walker Creek
to irrigate its property adjacent to the above described property.

Schedule : "B"

NO DWELLING SHALL BE PERMITTED ON THE ABOVE DESCRIBED PROPERTY
HAVING LESS THAN 1,000 SQUARE FEET EXCLUSIVE OF GARAGE. SAID DWELL-
ING SHALL BE OF NEW CONSTRUCTION MATERIALS. NO USED MATERIAL OR USED
DWELLINGS SHALL BE MOVED ON TO THE ABOVE DESCRIBED PROPERTY. ANY
TRAILER HOUSE IN GOOD CONDITION MAY BE MOVED ON DESCRIBED PROPERTY
AS LONG AS THEY ARE A MINIMUM SIZE OF 12 FEET BY 50 FEET.

GRANTEES UNDER ANY CONVEYANCE SHALL NOT AT ANYTIME CONDUCT, OR PERMIT
TO BE CONDUCTED ON SAID PROPERTY, ANY TRADE OR BUSINESS OTHER THAN
FARMING. SAID LAND CAN BE USED FOR PRIVATE DWELLING OR RESIDENCE
AND NOT FOR A COMMERCIAL BUSINESS.

ALL LIVESTOCK SHALL BE LIMITED TO TWO PER ACRE, EXCEPT GOATS AND PIGS,
WHICH SHALL BE LIMITED TO TWO EACH ON THE ABOVE DESCRIBED TRACT.

THE ABOVE DESCRIBED PROPERTY SHALL NOT BE USED AS A DUMPING GROUND OR
FOR STORAGE OF LARGE QUANTITIES OF EQUIPMENT OR MATERIALS.

GRANTOR RESERVES ONE-HALF OF ALL MINERAL RIGHTS.

502094

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantees
their heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused
its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its
Secretary this November 22, 1972

By General Sales, Inc.

PRESIDENT

ATTEST:

SECRETARY.

CORPORATE SEAL

STATE OF IDAHO, COUNTY OF Bannock
On this 22nd day of November, 1972
before me, a notary public in and for said State, personally
appeared L. Don Hammond
and

known to me to
be the President and Secretary of the corporation that exe-
cuted this instrument or the persons who executed the instru-
ment on behalf of said corporation, and acknowledged to me
that such corporation 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.

Residing at Pocatello
Comm. Expires 12-15-75
Notary Public
Idaho

NOTARY SEAL

This instrument furnished by the AMERICAN LAND TITLE CO.

OFFICIAL RECORD NO. 255
BANNOCK COUNTY, IDAHO
TIM EAKS, RECORDER
In fee 2.00 DUTY

Nov 28 10 36 AM '72

Am. Land Title Co.

RECORDED AT REQUEST

502094

14845-K 2-1

502026 *my*

REAL ESTATE MORTGAGE

For Value Received, GEORGE HERBERT HENRICHS and MAURINE D. HENRICHS, husband and wife

the mortgagors, do hereby grant, bargain, sell and convey unto
POCATELLO CHAROLAIS RANCHES, INC.

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

See attached Schedule "A" Schedule "B"
Subject to attached restrictions

✓ #132
#12307-35
1/23/85
American Land Title
Don Hammond

Schedule "A"

#133
American Land Title
(Litter) 8702

A TRACT OF LAND IN THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MARSH CREEK ROAD THAT IS NORTH 89° 16' EAST ON THE LATITUDINAL CENTERLINE OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M. 1873.44 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 89° 16' 10" EAST 2092.25 FEET, MORE OR LESS, TO THE EAST 1/16 LINE OF SAID SECTION 15; THENCE SOUTH 00° 10' 30" EAST ON EAST 1/16 LINE OF SAID SECTION 15, 586.60 FEET; THENCE WEST 919.50 FEET; THENCE SOUTH 71° 43' 45" WEST 240.01 FEET; THENCE SOUTH 85° 33' 15" WEST 163.78 FEET; THENCE SOUTH 72° 32' 30" WEST 240.13 FEET; THENCE SOUTH 77° 18' 30" WEST 332.28 FEET; THENCE NORTH 69° 40' 30" WEST 394.40 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF MARSH CREEK ROAD; THENCE NORTHERLY ON THE SAID EASTERLY RIGHT OF WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 2894.79 FEET FOR A DISTANCE OF 151.14 FEET; THENCE NORTH 11° 02' EAST ON THE SAID EASTERLY RIGHT OF WAY LINE 508.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING...

Grantor reserves unto itself the right to use the necessary water from Walker Creek to irrigate its property adjacent to the above described property.

Schedule B

NO DWELLING SHALL BE PERMITTED ON THE ABOVE DESCRIBED PROPERTY HAVING LESS THAN 1,000 SQUARE FEET EXCLUSIVE OF GARAGE. SAID DWELLING SHALL BE OF NEW CONSTRUCTION MATERIALS. NO USED MATERIAL OR USED DWELLINGS SHALL BE MOVED ON TO THE ABOVE DESCRIBED PROPERTY. ANY TRAILER HOUSE IN GOOD CONDITION MAY BE MOVED ON DESCRIBED PROPERTY AS LONG AS THEY ARE A MINIMUM SIZE OF 12 FEET BY 50 FEET.

GRANTEES UNDER ANY CONVEYANCE SHALL NOT AT ANYTIME CONDUCT, OR PERMIT TO BE CONDUCTED ON SAID PROPERTY, ANY TRADE OR BUSINESS OTHER THAN FARMING. SAID LAND CAN BE USED FOR PRIVATE DWELLING OR RESIDENCE AND NOT FOR A COMMERCIAL BUSINESS.

ALL LIVESTOCK SHALL BE LIMITED TO TWO PER ACRE, EXCEPT GOATS AND PIGS, WHICH SHALL BE LIMITED TO TWO EACH ON THE ABOVE DESCRIBED TRACT.

THE ABOVE DESCRIBED PROPERTY SHALL NOT BE USED AS A DUMPING GROUND OR FOR STORAGE OF LARGE QUANTITIES OF EQUIPMENT OR MATERIALS.

GRANTOR RESERVES ONE-HALF OF ALL MINERAL RIGHTS.

This form provided by the POCATELLO TITLE COMPANY, INC.

502026

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said mortgagees ,
their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of -----
TWENTY FOUR THOUSAND NINE HUNDRED and 00/100----- DOLLARS
with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the
mortgagee, with final payment due November 20, 1983
and providing for acceleration of the due date of the principal for default in the payment of interest or any installment
of principal, and providing for a reasonable attorney's fee in case of suit or action.

The mortgagorS covenant and agree with the mortgagee as follows: That theY ARE ownerS in fee simple of the above described premises and that they
are free from all encumbrances

That theY will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That theY will pay all taxes, liens and assessments
of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency. That theY will keep the buildings
on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagee with loss, if any, payable to the mortgagee as its
interest may appear, in the sum of at least \$ -0- , and deliver such policy or policies of insurance to the mortgagee , until the sums secured by this mortgage are
fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the then date or procure a title report
from a reputable title company and the mortgagorS agree to pay the cost thereof upon demand.

If the mortgagorS shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the same or
procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purpose shall be added to the indebted-
ness hereby secured, and shall be repayable on demand, with interest at the rate of eight (8) per cent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagorS hereby sell and assign to the mortgagee
any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagorS shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms
and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest,
or assigns, at his option, may declare the entire indebt-
edness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the
moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of
such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the surplus, if any there be, pay over
to the mortgagorS . their heirs and assigns.

Dated: November 22, 1972

George Herbert Henrichs
George Herbert Henrichs
Maurine D. Henrichs
Maurine D. Henrichs

STATE OF IDAHO, COUNTY OF Bannock
On this 22nd day of November, 1972
before me, a Notary Public in and for said State, personally
appeared GEORGE HERBERT HENRICHS and
MAURINE D. HENRICHS, husband and wife

NOTARY SEAL

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

Notary Public,
Residing at _____ Idaho.
Comm. Expires 7-15-75

502026

NO.
RECORDED AT REQUEST

Amer. Land Title Co.

Nov 27 1 35 PM '72

OFFICIAL RECORD BK. NO. 255 --
BANNOCK COUNTY, IDAHO
TIM ENKSEN, RECORDER
FEE 2.00 REPUTY ms

INSTRUMENT NO.

DEED

02103

Claim #
29-041014
29-04103
29-10014

FOR VALUE RECEIVED,

GENERAL SALES, INC.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant,
Bargain, Sell and Convey unto GEORGE HERBERT HENRICHS and MAURINE D.
HENRICHS, husband and wife
grantee, the following described real estate, to-wit:

- See attached Schedule "A"
- Subject to attached restriction Schedule B

Schedule "A"

A TRACT OF LAND IN THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST 1/16 LINE OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., THAT IS NORTH 89° 16' 10" EAST ON THE LATITUDINAL CENTERLINE OF SAID SECTION 15, 1,322.09 FEET AND SOUTH 00° 10' 30" EAST, 20.62 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 35 E., B. M.; THENCE SOUTH 00° 10' 30" EAST, ON THE WEST 1/16 LINE OF SAID SECTION 15, 439.08 FEET; THENCE SOUTH 78° 26' 25" EAST, 388.44 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF MARSH CREEK ROAD; THENCE NORTHEASTERLY ON THE SAID WESTERLY RIGHT OF WAY LINE ON A CURVE WITH A RADIUS OF 2,834.79 FEET FOR AN ARC DISTANCE OF 58.80 FEET; THENCE NORTH 11° 02' EAST, ON THE SAID WESTERLY RIGHT OF WAY LINE 373.52 FEET; THENCE NORTH 78° 44' WEST, ON THE CENTERLINE OF WALKER CREEK ROAD, 475.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPT: THAT PORTION TO BE RESERVED FOR WALKER CREEK ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST 1/16 LINE OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., THAT IS NORTH 89° 16' 10" EAST ON THE LATITUDINAL CENTER LINE OF SAID SECTION 15, 1,322.09 FEET AND SOUTH 00° 10' 30" EAST, 20.62 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M.; THENCE SOUTH 00° 10' 30" EAST, 25.51 FEET; THENCE SOUTH 78° 44' EAST, 470.24 FEET; THENCE NORTH 11° 02' EAST, 30.00 FEET; THENCE NORTH 78° 44' WEST, 475.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING...

PARCEL 2:

A TRACT OF LAND IN THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST 1/16 LINE OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., THAT IS NORTH 89° 16' 10" EAST ON THE LATITUDINAL CENTERLINE OF SAID SECTION 15, 1,322.09 FEET AND SOUTH 00° 10' 30" EAST, 459.70 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 35 E., B. M.; THENCE SOUTH 00° 10' 30" EAST, 91.30 FEET; THENCE SOUTH 48° 24' 40" EAST, 404.77 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF MARSH CREEK ROAD; THENCE NORTH 16° 54' EAST, ON THE SAID WESTERLY RIGHT OF WAY LINE, 61.21 FEET; THENCE NORTHEASTERLY ON THE SAID WESTERLY RIGHT OF WAY LINE ON A CURVE WITH A RADIUS OF 2,834.79 FEET, FOR AN ARC DISTANCE OF 234.53 FEET; THENCE NORTH 78° 26' 25" WEST, 388.44 FEET, MORE OR LESS, TO THE POINT OF BEGINNING...

PARCEL 3:

A TRACT OF LAND IN SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MARSH CREEK ROAD THAT IS NORTH 88° 58' EAST ALONG NORTH LINE OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M., 1845.94 FEET, THENCE SOUTH 8° 53' EAST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 1336.95 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 36 E., B. M.; THENCE NORTH 89° 07' 00" EAST ON NORTH 1/16 LINE OF SAID SECTION 15, 1917.84 FEET, MORE OR LESS, TO THE EAST 1/16 LINE OF SAID SECTION 15, THENCE SOUTH 00° 10' 30" EAST ON THE EAST 1/16 LINE OF SAID SECTION 15, 190.00 FEET; THENCE SOUTH 89° 07' 40" WEST 1892.25 FEET, MORE OR LESS, TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE IN NORTHERLY DIRECTION A CURVE WITH A RADIUS OF 848.51 FEET, FOR AN ARC DISTANCE OF 72.61 FEET; THENCE NORTH 8° 53' WEST 119.03 FEET, MORE OR LESS, TO THE POINT OF BEGINNING...

Grantor reserves unto itself the right to use the necessary water from Walker Creek to irrigate its property adjacent to the above described property.

2-2

502103

Schedule "B"

NO DWELLING SHALL BE PERMITTED ON THE ABOVE DESCRIBED PROPERTY HAVING LESS THAN 1,000 SQUARE FEET EXCLUSIVE OF GARAGE. SAID DWELLING SHALL BE OF NEW CONSTRUCTION MATERIALS. NO USED MATERIAL OR USED DWELLINGS SHALL BE MOVED ON TO THE ABOVE DESCRIBED PROPERTY. ANY TRAILER HOUSE IN GOOD CONDITION MAY BE MOVED ON DESCRIBED PROPERTY AS LONG AS THEY ARE A MINIMUM SIZE OF 12 FEET BY 50 FEET.

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ALL LIVESTOCK SHALL BE LIMITED TO TWO PER ACRE, EXCEPT GOATS AND PIGS, WHICH SHALL BE LIMITED TO TWO EACH ON THE ABOVE DESCRIBED TRACT.

THE ABOVE DESCRIBED PROPERTY SHALL NOT BE USED AS A DUMPING GROUND OR FOR STORAGE OF LARGE QUANTITIES OF EQUIPMENT OR MATERIALS.

GRANTOR RESERVES ONE-HALF OF ALL MINERAL RIGHTS

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantees their heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this November 22, 1972

By General Sales, Inc.

L. Don Hammond

PRESIDENT.

ATTEST:

CORPORATE SEAL

SECRETARY.

STATE OF IDAHO, COUNTY OF Bannock

On this 22nd day of November, 19 72
before me, a notary public in and for said State, personally
appeared L. Don Hammond and

known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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

Residing at
Comm. Expires

Pocatello

NOTARY SEAL

Notary Public
Idaho

502103

RECORDED AT REQUEST OF
Am. Land Title Co.

Nov 28 3 11 PM '72

OFFICIAL RECORD BK. NO. 255
BANNOCK COUNTY, IDAHO
TIM ERIKSON, RECORDER
FEE 2.00 DEPUTY 1.00

This instrument furnished by the AMERICAN LAND TITLE CO.



United States
Department of
Agriculture

Soil
Conservation
Service

250 South 4th--Suite 112
Pocatello, Idaho 83201

March 14, 1988

Keith Henrichs
2526 S. Marsh Creek Rd.
McCammon, Idaho 83250

Dear Keith:

As a follow-up to your question on the Hondoho gravelly silt loam, this soil has a lower water holding capacity than the average silt loam soil in Bannock County. As stated in our letter dated March 2, 1988, its water holding capacity is 4.8 to 6.6 inches, while the average silt loam is 11.4 to 12.6 inches of water.

Thus, if the State of Idaho, Department of Water Resources typical allocation per acre is .02 cfs per acre on average soils, then to have adequate water as stated above, an increase of 50% is needed.

The above information applies to all soils in your area labeled Honodaho gravelly silt loam.

Sincerely,

David L. Curtis
District Conservationist

jw
cc: file

MICROFILMED

NOV 12

A29-04101



The Soil Conservation Service
is an agency of the
United States Department of Agriculture





file
United States
Department of
Agriculture

Soil
Conservation
Service

250 South 4th--Suite 112
Pocatello, Idaho 83201

March 14, 1988

Keith Henrichs
2526 S. Marsh Creek Rd.
McCammon, Idaho 83250

Dear Keith:

As a follow-up to your question on the Hondoho gravelly silt loam, this soil has a lower water holding capacity than the average silt loam soil in Bannock County. As stated in our letter dated March 2, 1988, its water holding capacity is 4.8 to 6.6 inches, while the average silt loam is 11.4 to 12.6 inches of water.

Thus, if the State of Idaho, Department of Water Resources typical allocation per acre is .02 cfs per acre on average soils, then to have adequate water as stated above, an increase of 50% is needed.

The above information applies to all soils in your area labeled Honodaho gravelly silt loam.

Sincerely,

David L. Curtis
District Conservationist

jw
cc: file



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is an agency of the
United States Department of Agriculture





United States
Department of
Agriculture

Soil
Conservation
Service

250 South 4th--Suite 112
Pocatello, Idaho 83201

March 14, 1988

Keith Henrichs
2526 S. Marsh Creek Rd.
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Dear Keith:

As a follow-up to your question on the Hondoho gravelly silt loam, this soil has a lower water holding capacity than the average silt loam soil in Bannock County. As stated in our letter dated March 2, 1988, its water holding capacity is 4.8 to 6.6 inches, while the average silt loam is 11.4 to 12.6 inches of water.

Thus, if the State of Idaho, Department of Water Resources typical allocation per acre is .02 cfs per acre on average soils, then to have adequate water as stated above, an increase of 50% is needed.

The above information applies to all soils in your area labeled Honodaho gravelly silt loam.

Sincerely,

David L. Curtis
District Conservationist

jw
cc: file



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United States Department of Agriculture





United States
Department of
Agriculture

Soil
Conservation
Service

250 South 4th--Suite 112
Pocatello, Idaho 83201

March 2, 1988

Keith Henrichs
2526 S. Marsh Creek Rd.
McCammon, Idaho 83250

Dear Keith:

The soil on your property is classified as Hondoho Arbone gravelly silt loam. This soil is formed in alluvium derived from mixed sources.

The Hondoho soil is the dominant soil present here and below the 15 inch depth it is a composite of very gravelly loam and very cobbly loam.

Due to the above nature of this soil, it is very droughty and porous. Its water holding capacity is quite low when compared to the average silt loam soil in Bannock county. Specifically, its water holding capacity for a 60 inch profile varies from 4.8 to 6.6 inches of water, while the average silt loam varies from 11.4 to 12.6 inches of water.

Thus, the only way to have adequate irrigation water is to increase the amount of water needed by 40 to 50 per cent.

One other way to insure adequate irrigation water is to put it in a measuring devise at your property line.

David L. Curtis

David L. Curtis
District Conservationist

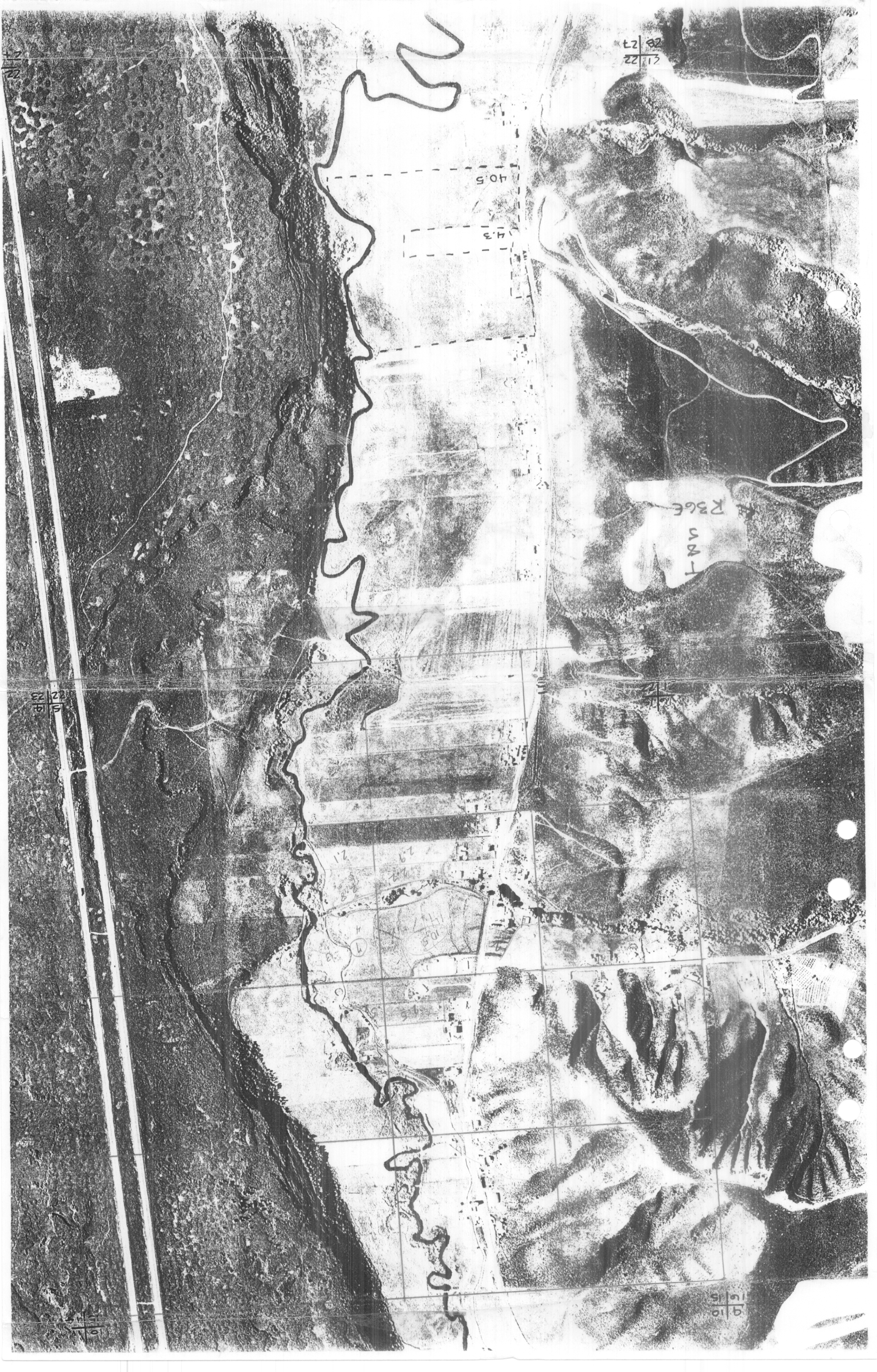
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cc: file



The Soil Conservation Service
is an agency of the
United States Department of Agriculture



MICROFILMED
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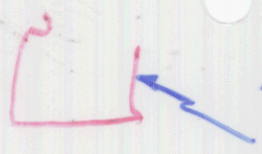
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T 8 S

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29-07633
(LOOMIS)



29-04101B
(TROMSAY)

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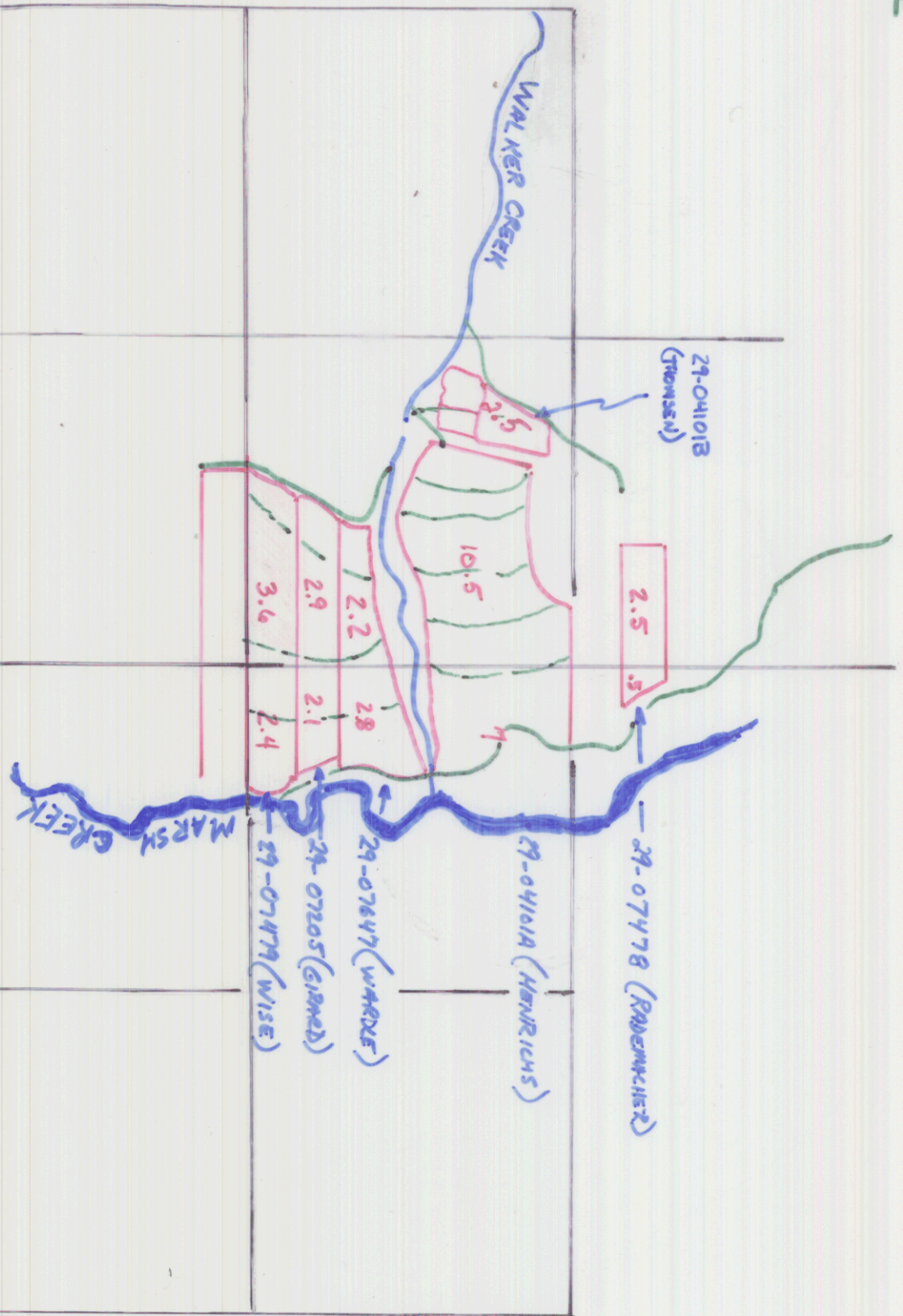
29-07478 (RADENKILLER)

29-04101A (HARRIS)

29-07647 (WARRLE)

29-07205 (GIMMEL)

29-07479 (WISE)



A0012657

Claim # 29-04101A

2904103

29041014

WALKER CREEK IRRIGATION ROTATION AGREEMENT

The undersigned water users of Walker Creek, located in Bannock County, Idaho, hereby agree to distribute the water of Walker Creek until such time as the rights and priorities of the parties have been formally adjudicated. The agreed distribution shall be as follows:

(A). If the flow of Walker Creek exceeds .36 cubic foot per second ("cfs"), the waters of Walker Creek shall be distributed by the undersigned users on a 10-day rotation period. The order of delivery and number of hours of use per rotation for each user shall be:

Keith Henrichs - 96 hours

Raymond Girard - 36 hours

Gene Wise - 31 hours

Bob Wardle - 31 hours

Chuck Thompson - 16 hours (Joann Porsy)

Kathy John Shultz - 10 hours

Norman Rademacher - 20 hours permit.

(B). If the water flow of Walker Creek falls below .36cfs, as measured as set forth below, then the above stated 10-day rotation period shall be modified and the undersigned users shall go to a 20-day rotation period. The modification from the 10-day rotation period to the 20-day rotation period will be based on the same acreage as the 10-day rotation period and on the same water allotment of .02cfs/acre/user. The number of hours of use per rotation credited to each user under the 20-day rotation period shall be:

Keith Henrichs - 192 hours

Raymond Girard - 72 hours

Gene Wise - 62 hours
Bob Wardle - 62 hours
Chuck Thompson - 32 hours
John Shultz - 20 hours
Norman Rademacher - 40 hours

The reason for the modification from a 10-day rotation period to a 20-day rotation period when the flow of Walker Creek falls below .36cfs is to allow the parties longer periods of time to irrigate so that they may preserve, in times of low water, their pastures and other appurtenant property. Any of the undersigned users may use the water during their stated turn on each rotation or may pass their turn to another user they so designate. Any such designation shall not effect the designating party's use of the water on the next rotation. Each of the undersigned users is responsible for regulating their headgate at both the beginning and end of their respective turn.

For a determination of which rotation period to use at any particular time, the measurement of the flow of water in Walker Creek shall be done at such time as the water level appears to be approaching .36cfs. Any of the undersigned users may request the Portneuf River water master, if he or she so consents, or some other third person mutually agreed upon by all of the undersigned users to measure the water. If a

disagreement arises as to measurement, any of the undersigned users may request that a Department of Water Resources official measure the flow of water in Walker Creek. Such measurement by a Department of Water Resources official shall be deemed conclusive as to the level of flow in Walker Creek.

All measurements of the flow of Walker Creek used to make any determination under this agreement shall take place at the point of diversion used by water users Wardle, Wise and Girard. Any such measurements shall take place at a consistent hour at each time of measurement. An hour agreed upon by the parties is 10:00 a.m. on the day of measurement, or such consistent time as is convenient to the Portneuf River water master, the mutually agreed upon third party, or the Department of Water Resources official.

This agreement shall be in force and effect during the time period from March 15 through November 15 of each and every year, beginning with March 15, 1989, until an adjudication of the rights of the undersigned water users of Walker Creek is finally and fully completed. All prior agreements among the Walker Creek water users are superceded by this agreement. This agreement is binding on heirs, personal representatives, successors and assigns of any of the undersigned water users.

All of the undersigned, including the Department of Water Resources, agree that no adjudication has been completed on Walker Creek and that this agreement does not have any binding effect on any of the undersigned parties on any future adjudication. This agreement is solely a compromise agreement of a continuing controversy as to the rights and priorities of the parties to the use of Walker Creek and shall be considered solely in that regard. It shall not be considered as an admission in any regard by any of the undersigned parties as to their claims, licenses, permits or other arguments they may have in a subsequent adjudication. It shall not be considered binding, and shall not be used by any of the parties, including the Department of Water Resources, in any adjudication and shall not be considered by any Court in any hearing or other proceeding on an adjudication. All of the parties hereto reserve their objections to the various claims of the other users. The Department of Water Resources acknowledges and understands that the purpose of this agreement is solely for the purpose of a settlement of an on-going controversy. This agreement is a temporary, interim agreement until an adjudication of the rights of the parties can be formally determined.

The Department of Water Resources agrees that any cease and desist order issued to any of the undersigned

users is hereby terminated. It is further understood that the parties who received cease and desist orders do not admit that the Department of Water Resources had any legal authority to issue the cease and desist orders.

The Department of Water Resources agrees to recognize this agreement and not to intervene in the agreement or interfere with any of the use of the undersigned unless such parties do not abide by the rotation agreement set forth above. The undersigned users understand that the Department of Water Resources cannot view the agreement as revising any water rights the parties may be determined as having in an adjudication, but is solely an interim agreement.

IN WITNESS WHEREOF the undersigned hereby execute this agreement and acknowledge that each clearly understands the terms and conditions stated herein.

Dated: 1-19-89

Keith Henrichs
Keith Henrichs

Dated: 2-5-89

Raymond Girard
Raymond Girard

Dated: 2-4-89

Gene R. Wise
Gene Wise

Dated: 2-4-89

Bob Wardle
Bob Wardle

Dated: 2-4-89

Chuck Thompson
Chuck Thompson

Dated: Feb 6 1989

John Shultz
John Shultz

Dated: Feb 5, 89

Norman E. Rademacher
Norman Rademacher

Acknowledged and Approved by
the State of Idaho, Department
of Water Resources

Dated: _____

By _____
Norman C. Young
Administrator
Resource Administration Div.
Department of Water Resources

ADDENDUM

The attached Rotation Agreement is incorporated by reference and hereby made a part of the Walker Creek Irrigation Rotation Agreement.

April 16, 1990 Johnson had to close Wise, Waudel & Guard head-gate to get our water turn.

All during 1991 irrigation we have to close the Waudel Guard & Wise head-gate.

C THOMSEN

1989

(16)

2 P.M. March 15	TO	6 A.M. March 16
2 P.M. March 25	TO	6 A.M. March 26
2 P.M. Apr 4	TO	6 A.M. Apr 5
2 P.M. Apr 14	TO	6 A.M. Apr 15
2 P.M. Apr 24	TO	6 A.M. Apr 25
2 P.M. May 4	TO	6 A.M. May 5
2 P.M. May 14	TO	6 A.M. May 15
2 P.M. May 24	TO	6 A.M. May 25
2 P.M. June 3	TO	6 A.M. June 4
2 P.M. June 13	TO	6 A.M. June 14
2 P.M. June 23	TO	6 A.M. June 24
2 P.M. July 3	TO	6 A.M. July 4
2 P.M. July 13	TO	6 A.M. July 14
2 P.M. July 23	TO	6 A.M. July 24
2 P.M. Aug 2	TO	6 A.M. Aug 3
2 P.M. Aug 12	TO	6 A.M. Aug 13
2 P.M. Aug 22	TO	6 A.M. Aug 23
2 P.M. Sept 1	TO	6 A.M. Sept 2
2 P.M. Sept 11	TO	6 A.M. Sept 12
2 P.M. Sept 21	TO	6 A.M. Sept 22
2 P.M. Oct 1	TO	6 A.M. Oct 2
2 P.M. Oct 11	TO	6 A.M. Oct 12
2 P.M. Oct 21	TO	6 A.M. Oct 22
2 P.M. Oct 31	TO	6 A.M. nov 1
2 P.M. nov 10	TO	6 A.M. nov 11
2 P.M. nov 20	TO	6 A.M. nov 21
2 P.M. nov 30	TO	6 A.M. dec 1

J SCHULTZ

1989

(10)

6 A.M. March 16	TO	4 P.M. March 16
6 A.M. March 26	TO	4 P.M. March 26
6 A.M. Apr 5	TO	4 P.M. Apr 5
6 A.M. Apr 15	TO	4 P.M. Apr 15
6 A.M. Apr 25	TO	4 P.M. Apr 25
6 A.M. May 5	TO	4 P.M. May 5
6 A.M. May 15	TO	4 P.M. May 15
6 A.M. May 25	TO	4 P.M. May 25
6 A.M. June 4	TO	4 P.M. June 4
6 A.M. June 14	TO	4 P.M. June 14
6 A.M. June 24	TO	4 P.M. June 24
6 A.M. July 4	TO	4 P.M. July 4
6 A.M. July 14	TO	4 P.M. July 14
6 A.M. July 24	TO	4 P.M. July 24
6 A.M. Aug 3	TO	4 P.M. Aug 3
6 A.M. Aug 13	TO	4 P.M. Aug 13
6 A.M. Aug 23	TO	4 P.M. Aug 23
6 A.M. Sept 2	TO	4 P.M. Sept 2
6 A.M. Sept 12	TO	4 P.M. Sept 12
6 A.M. Sept 22	TO	4 P.M. Sept 22
6 A.M. Oct 2	TO	4 P.M. Oct 2
6 A.M. Oct 12	TO	4 P.M. Oct 12
6 A.M. Oct 22	TO	4 P.M. Oct 22
6 A.M. nov 1	TO	4 P.M. nov 1
6 A.M. nov 11	TO	4 P.M. nov 11
6 A.M. nov 21	TO	4 P.M. nov 21
6 A.M. Dec 1	TO	4 P.M. Dec 1

N RADEMACHER

1989

(20)

4 P.M. March 16	TO 12 NOON March 17
4 P.M. March 26	TO 12 NOON March 27
4 P.M. Apr 5	TO 12 NOON Apr 6
4 P.M. Apr 15	TO 12 NOON Apr 16
4 P.M. Apr 25	TO 12 NOON Apr 26
4 P.M. May 5	TO 12 NOON May 6
4 P.M. May 15	TO 12 NOON May 16
4 P.M. May 25	TO 12 NOON May 26
4 P.M. June 4	TO 12 NOON June 5
4 P.M. June 14	TO 12 NOON June 15
4 P.M. June 24	TO 12 NOON June 25
4 P.M. July 4	TO 12 NOON July 5
4 P.M. July 14	TO 12 NOON July 15
4 P.M. July 24	TO 12 NOON July 25
4 P.M. Aug 3	TO 12 NOON Aug 4
4 P.M. Aug 13	TO 12 NOON Aug 14
4 P.M. Aug 23	TO 12 NOON Aug 24
4 P.M. Sept 2	TO 12 NOON Sept 3
4 P.M. Sept 12	TO 12 NOON Sept 13
4 P.M. Sept 22	TO 12 NOON Sept 23
4 P.M. Oct 2	TO 12 NOON Oct 3
4 P.M. Oct 12	TO 12 NOON Oct 13
4 P.M. Oct 22	TO 12 NOON Oct 23
4 P.M. nov 1	TO 12 NOON nov 2
4 P.M. nov 11	TO 12 NOON nov 12
4 P.M. nov 21	TO 12 NOON nov 22
4 P.M. Dec 1	TO 12 NOON Dec 2

Begin

G L 'C

K HENFICHS

1989

(96)

12 NOON March 17	TO 12 NOON March 21
12 NOON March 27	TO 12 NOON March 31
12 NOON Apr 6	TO 12 NOON Apr 10
12 NOON Apr 16	TO 12 NOON Apr 20
12 NOON Apr 26	TO 12 NOON Apr 30
12 NOON May 6	TO 12 NOON May 10
12 NOON May 16	TO 12 NOON May 20
12 NOON May 26	TO 12 NOON May 30
12 NOON June 5	TO 12 NOON June 9
12 NOON June 15	TO 12 NOON June 19
12 NOON June 25	TO 12 " July 19
12 July 5	TO 12 " July 29
12 July 15	
12 noon July 25	
12 NOON Aug 5	
12 NOON Aug 15	
12 NOON Sept 1	
12 NOON Sept 11	
12 NOON Sept 21	
12 NOON Sept 31	
12 NOON Oct 1	
12 NOON Oct 11	
12 NOON Oct 21	
12 NOON Oct 31	
12 NOON Nov 1	
12 NOON Nov 11	
12 NOON Nov 21	
12 NOON Dec 1	

B. WARDLE

1989

(31)

12 NOON March 21	TO 7 P.M. March 22
12 NOON March 31	TO 7 P.M. Apr 1
12 NOON Apr 10	TO 7 P.M. Apr 11
12 NOON Apr 20	TO 7 P.M. Apr 21
12 NOON Apr 30	TO 7 P.M. May 1
12 NOON May 10	TO 7 P.M. May 11
12 NOON May 20	TO 7 P.M. May 21
12 NOON May 30	TO 7 P.M. May 31
12 NOON June 9	TO 7 P.M. June 10
12 NOON June 19	TO 7 P.M. June 20
12 NOON June 29	TO 7 P.M. June 30
12 NOON July 9	TO 7 P.M. July 10
12 NOON July 19	TO 7 P.M. July 20
12 NOON July 29	TO 7 P.M. July 30
12 NOON Aug 8	TO 7 P.M. Aug 9
12 NOON Aug 18	TO 7 P.M. Aug 19
12 NOON Aug 28	TO 7 P.M. Aug 29
12 NOON Sept 7	TO 7 P.M. Sept 8
12 NOON Sept 17	TO 7 P.M. Sept 18
12 NOON Sept 27	TO 7 P.M. Sept 28
12 NOON Oct 7	TO 7 P.M. Oct 8
12 NOON Oct 17	TO 7 P.M. Oct 18
12 NOON Oct 27	TO 7 P.M. Oct 28
12 NOON Nov 6	TO 7 P.M. Nov 7
12 NOON Nov 16	TO 7 P.M. Nov 17
12 NOON Nov 26	TO 7 P.M. Nov 27
12 NOON Dec 6	TO 7 P.M. Dec 7

End

B. GIRARD

1989

(32)

7 P.M. March 20	TO 7 A.M. March 21
7 P.M. Apr 1	TO 7 A.M. Apr 2
7 P.M. Apr 11	TO 7 A.M. Apr 12
7 P.M. Apr 21	TO 7 A.M. Apr 22
7 P.M. May 1	TO 7 A.M. May 2
7 P.M. May 11	TO 7 A.M. May 12
7 P.M. May 21	TO 7 A.M. May 22
7 P.M. May 31	TO 7 A.M. June 1
7 P.M. June 10	TO 7 A.M. June 11
7 P.M. June 20	TO 7 A.M. June 21
7 P.M. June 30	TO 7 A.M. July 1
7 P.M. July 10	TO 7 A.M. July 11
7 P.M. July 20	TO 7 A.M. July 21
7 P.M. July 30	TO 7 A.M. Aug 1
7 P.M. Aug 9	TO 7 A.M. Aug 10
7 P.M. Aug 19	TO 7 A.M. Aug 20
7 P.M. Aug 29	TO 7 A.M. Aug 30
7 P.M. Sept 8	TO 7 A.M. Sept 9
7 P.M. Sept 18	TO 7 A.M. Sept 19
7 P.M. Sept 28	TO 7 A.M. Sept 29
7 P.M. Oct 8	TO 7 A.M. Oct 9
7 P.M. Oct 18	TO 7 A.M. Oct 19
7 P.M. Oct 28	TO 7 A.M. Oct 29
7 P.M. Nov 7	TO 7 A.M. Nov 8
7 P.M. Nov 17	TO 7 A.M. Nov 18
7 P.M. Nov 27	TO 7 A.M. Nov 28

G WISE

1989

(31)

7 A.M. March 24	TO 2 P.M. March 25
7 A.M. Apr 3	TO 2 P.M. Apr 4
7 A.M. Apr 13	TO 2 P.M. Apr 14
7 A.M. Apr 23	TO 2 P.M. Apr 24
7 A.M. May 3	TO 2 P.M. May 4
7 A.M. May 13	TO 2 P.M. May 14
7 A.M. May 23	TO 2 P.M. May 24
7 A.M. June 2	TO 2 P.M. June 3
7 A.M. June 12	TO 2 P.M. June 13
7 A.M. June 22	TO 2 P.M. June 23
7 A.M. July 2	TO 2 P.M. July 3
7 A.M. July 12	TO 2 P.M. July 13
7 A.M. July 22	TO 2 P.M. July 23
7 A.M. Aug 1	TO 2 P.M. Aug 2
7 A.M. Aug 11	TO 2 P.M. Aug 12
7 A.M. Aug 21	TO 2 P.M. Aug 22
7 A.M. Aug 31	TO 2 P.M. Sept 1
7 A.M. Sept 10	TO 2 P.M. Sept 11
7 A.M. Sept 20	TO 2 P.M. Sept 21
7 A.M. Sept 30	TO 2 P.M. Oct 1
7 A.M. Oct 10	TO 2 P.M. Oct 11
7 A.M. Oct 20	TO 2 P.M. Oct 21
7 A.M. Oct 30	TO 2 P.M. Oct 31
7 A.M. Nov 9	TO 2 P.M. Nov 10
7 A.M. Nov 19	TO 2 P.M. Nov 20
7 A.M. Nov 29	TO 2 P.M. Nov 30
7 A.M. Dec 9	TO 2 P.M. Dec 10

C THOMSEN

1989

(32)

10 A.M. March 15	TO	6 P.M. March 16
10 A.M. Apr 4	TO	6 P.M. Apr 5
10 A.M. Apr 24	TO	6 P.M. Apr 25
10 A.M. May 14	TO	6 P.M. May 15
10 A.M. June 3	TO	6 P.M. June 4
10 A.M. June 23	TO	6 P.M. June 24
10 A.M. July 13	TO	6 P.M. July 14
10 A.M. Aug 2	TO	6 P.M. Aug 3
10 A.M. Aug 22	TO	6 P.M. Aug 23
10 A.M. Sept 11	TO	6 P.M. Sept 12
10 A.M. Oct 1	TO	6 P.M. Oct 2
10 A.M. Oct 21	TO	6 P.M. Oct 22
10 A.M. nov 10	TO	6 P.M. nov 11
10 A.M. nov 30	TO	6 P.M. Dec 1

N RADEMACHER

1989

(42)

6 P.M. March 16	TO	10 A.M. March 18
6 P.M. Apr 5	TO	10 A.M. Apr 7
6 P.M. Apr 25	TO	10 A.M. Apr 27
6 P.M. May 15	TO	10 A.M. May 17
6 P.M. June 4	TO	10 A.M. June 6
6 P.M. June 24	TO	10 A.M. June 26
6 P.M. July 14	TO	12 A.M. July 16
6 P.M. Aug 3	TO	12 A.M. Aug 5
6 P.M. Aug 23	TO	12 A.M. Aug 25
6 P.M. Sept 12	TO	12 A.M. Sept 14
6 P.M. Oct 2	TO	12 A.M. Oct 4
6 P.M. Oct 22	TO	10 A.M. Oct 24
6 P.M. nov 11	TO	10 A.M. nov 13
6 P.M. Dec 1	TO	10 A.M. Dec 3

C THOMSEN

1989

(32)

10 A.M. March 15	TO	6 P.M. March 16
10 A.M. Apr 4	TO	6 P.M. Apr 5
10 A.M. Apr 24	TO	6 P.M. Apr 25
10 A.M. May 14	TO	6 P.M. May 15
10 A.M. June 3	TO	6 P.M. June 4
10 A.M. June 23	TO	6 P.M. June 24
10 A.M. July 13	TO	6 P.M. July 14
10 A.M. Aug 2	TO	6 P.M. Aug 3
10 A.M. Aug 22	TO	6 P.M. Aug 23
10 A.M. Sept 12	TO	6 P.M. Sept 13
10 A.M. Oct 2	TO	6 A.M. Oct 5
10 A.M. Oct 24	TO	6 A.M. Oct 25
10 A.M. nov 13	TO	6 A.M. nov 14
10 A.M. Dec 3	TO	6 A.M. Dec 4

K HENRICHS

1989

(192)

6 A.M. March 19	TO	6 A.M. March 27
6 A.M. Apr 8	TO	6 A.M. Apr 16
6 A.M. Apr 28	TO	6 A.M. May 6
6 A.M. May 18	TO	6 A.M. May 26
6 A.M. June 7	TO	6 A.M. June 15
6 A.M. June 27	TO	6 A.M. July 5
6 A.M. July 17	TO	6 A.M. July 25
6 A.M. Aug 6	TO	6 A.M. Aug 14
6 A.M. Aug 26	TO	6 A.M. Sept 3
6 A.M. Sept 15	TO	6 A.M. Sept 23
6 A.M. Oct 5	TO	6 A.M. Oct 13
6 A.M. Oct 25	TO	6 A.M. Nov 2
6 A.M. Nov 14	TO	6 A.M. Nov 22
6 A.M. Dec 4	TO	6 A.M. Dec 12

Remember
using our
Water Lolo
Day got caught
Called Hirsch
1992

Aug 26. 099
Shuff & Work
using our water
for 11 hrs
Sept 15 no
water at 7:2
also go to work
1-24
2-24
3-24

B WADDE

1989

(62)

6 A.M. March 27	TO	8 P.M. March 29
6 A.M. Apr 16	TO	8 P.M. Apr 18
6 A.M. May 6	TO	8 P.M. May 8
6 A.M. May 26	TO	8 P.M. May 28
6 A.M. June 15	TO	8 P.M. June 17
6 A.M. July 5	TO	8 P.M. July 7
6 A.M. July 25	TO	8 P.M. July 27
6 A.M. Aug 14	TO	8 P.M. Aug 16
6 A.M. Sept 3	TO	8 P.M. Sept 5
6 A.M. Sept 23	TO	8 P.M. Sept 25
6 A.M. Oct 13	TO	8 P.M. Oct 15
6 A.M. Nov 2	TO	8 P.M. Nov 4
6 A.M. Nov 22	TO	8 P.M. Nov 24
6 A.M. Dec 12	TO	8 P.M. Dec 14

B STARRD

1989

(77)

6 A.M. March 19	TO	6 P.M. Apr 1
6 A.M. Apr 18	TO	6 P.M. Apr 20
6 A.M. May 8	TO	6 P.M. May 10
6 A.M. May 28	TO	6 P.M. May 30
6 A.M. June 17	TO	6 P.M. June 19
6 A.M. July 7	TO	6 P.M. July 9
6 A.M. July 27	TO	6 P.M. July 29
6 A.M. Aug 16	TO	6 P.M. Aug 18
6 A.M. Sept 5	TO	6 P.M. Sept 7
6 A.M. Sept 25	TO	6 P.M. Sept 27
6 A.M. Oct 15	TO	6 P.M. Oct 17
6 A.M. Nov 4	TO	6 P.M. Nov 6
6 A.M. Nov 24	TO	6 P.M. Nov 26
6 A.M. Dec 14	TO	6 P.M. Dec 16

639