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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
29 4101 A	400-2157	Entire rights			
29-10014					
29-4103					

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) Josephine V. Henrichs
2526 50. Mt. Oak Rd. McCammon, IDA. 83250.
4. New Owner/Claimant(s) Curtis or Jodeana Dynn
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or
- New Mailing Address P.O. Box 101
- City, State and ZIP Code Idaho, IDAHO 83245
- New Telephone Number (208) 254-3660
5. Date you acquired the property July 16-1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that George H. and/or Della Maurine Henrichs
(Name of Claimant)
Route 1, Box 11, McCammon, Idaho 83250 Telephone No. 254-3620
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) March 15, 1912

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Marsh Creek tributary to Portneuf River

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive)	
Quantity		Use		(Mo., Day)	(Mo., Day)
Quantity	0.30 cfs	Use	Irrigation	Period of Use From 3/15	To 11/15
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

- (4) 0.30 cfs TOTAL QUANTITY USED.

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

NW ¼ SE ¼, Sec. 15 Twp. 8S Rge. 36E B.M., County of Bannock

Additional points of diversion:

- B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Private ditch

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

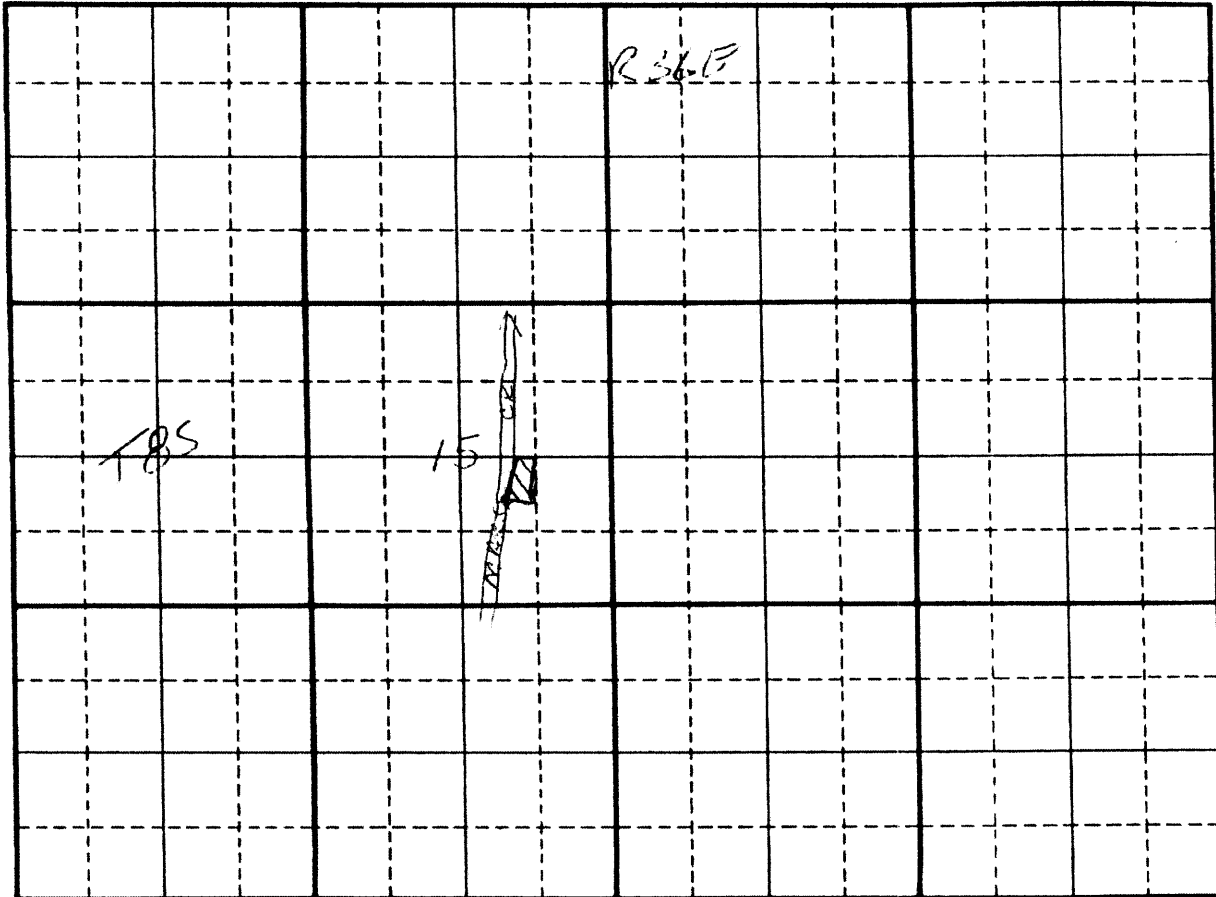
No. of acres 11

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered:

- (7) If you are claiming water as a member of an organization, list name of organization:

- (8) Remarks This water was purchased through land sales evidenced by Title Insurance 502094, Bannock County and purchase agreement, attached.



Scale: 2 inches equal 1 mile.

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 Bonneville) ss.

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 19th day of June, 1979.
Della Maurine Hunsicker
(Claimant)
Clifford Hunsicker
Notary Public
Residing at Idaho Falls, Idaho

My commission expires 6/15/81

FOR DEPARTMENT USE ONLY

Received by <u>CA</u>	Date <u>6-19-79</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>BR</u>	Date <u>6-19-79</u>		claimant by:	
\$20.00 fee received by <u>CA</u>	Date <u>6-19-79</u>			
Published in <u>Idaho State Journal</u>	<u>6/19/79</u>			
Dates <u>June 28 & July 5, 1979 & July 12, 1979</u>				

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL I

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.

EXCEPTING THE FOLLOWING:

A tract of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and 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, marked by a found $\frac{1}{2}$ -inch pin, on the Easterly right of way line of MARSH CREEK ROAD that is North 89°16' East, on the latitudinal centerline of said Section 15, Township 8 South, Range 36, E.B.M., 1873.44 feet from the West quarter corner of said Section 15, the said point being the TRUE POINT OF BEGINNING; thence South 11°13' West, (recorded as South 11°02' West) 175 feet along said Easterly right of way line at MARSH CREEK ROAD; thence North 89°14' East, 1404.19 feet to a set $\frac{1}{2}$ -inch by 24 inch iron pin with a yellow plastic cap inscribed "H&V LS 977"; thence continuing 15 feet, more or less, to the thread of MARSH CREEK; thence Northerly along the thread of MARSH CREEK to a point that bears North 89°16' East, 15 feet, more or less, to a set $\frac{1}{2}$ -inch by 24 inch iron pin with a yellow plastic cap inscribed "H&V LS 977", said pin being North 0°25' East, 170.53 feet from the previously cited pin; thence South 89°16' West, 1371.36 feet to the POINT OF BEGINNING.

PARCEL II

A tract of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and 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, marked by a found $\frac{1}{2}$ -inch pin, on the Easterly right of way line of MARSH CREEK ROAD that is North 89°16' East, on the latitudinal centerline of said Section 15, Township 8 South, Range 36, E.B.M., 1873.44 feet from the West quarter corner of said Section 15, the said point being the TRUE POINT OF BEGINNING; thence South 11°13' West, (recorded as South 11°02' West) 175 feet along said Easterly right of way line at MARSH CREEK ROAD; thence North 89°14' East, 1404.19 feet to a set $\frac{1}{2}$ -inch by 24 inch iron pin with a yellow plastic cap inscribed "H&V LS 977"; thence continuing 15 feet, more or less, to the thread of MARSH CREEK; thence Northerly along the thread of MARSH CREEK to a point that bears North 89°16' East, 15 feet, more or less, to a set $\frac{1}{2}$ -inch by 24 inch iron pin with a yellow plastic cap inscribed "H&V LS 977", said pin being North 0°25' East, 170.53 feet from the previously cited pin; thence South 89°16' West, 1371.36 feet to the POINT OF BEGINNING.

FA #24283

WARRANTY DEED

For Value Received **JOSEPHINE V HENRICHs**, an unmarried person

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

CURTIS DUNN and JODEANA DUNN, husband and wife

whose address is: **2526 MARSH CREEK ROAD, MCCAMMON, IDAHO 83250**

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

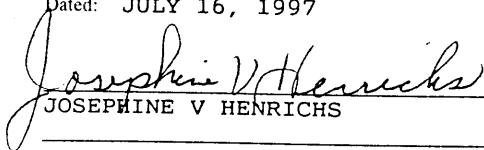
SEE ATTACHED LEGAL DESCRIPTION - EXHIBIT "A"



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: JULY 16, 1997

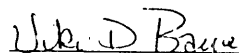

JOSEPHINE V HENRICHs

STATE OF IDAHO)

: ss

COUNTY OF BANNOCK)

On This 16TH day of JULY, in the year 1997, before me, a Notary Public in and for said State, personally appeared JOSEPHINE V HENRICHs, known or identified to me to be the person(s) whose name(s) IS subscribed to the within Instrument, and acknowledged to me that SHE executed the same.


Vicki D. Bauer Notary Public of Idaho
Residing at POCATELLO
Commission Expires: 3/29/2002

CURTIS R. DUNN JODEANA DUNN 2526 MARSH CREEK ROAD MCCAMMON, ID 83250	IRELAND BANK MAIN & CENTER - BOX 205 DOWNEY, ID 83234	ACCOUNT #: 518867838 Loan Number 117130134 Date JULY 16, 1997 Maturity Date JULY 15, 2012 Loan Amount \$ 53,824.00 Renewal Of NEW BORROWING
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of **FIFTY THREE THOUSAND EIGHT HUNDRED TWENTY FOUR AND NO/100** * * * * * Dollars \$ **53,824.00**

☒ **Single Advance:** I will receive all of this principal sum on **JULY 16, 1997**. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____.

☐ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from **JULY 16, 1997** at the rate of **9.500 %** per year until **AUGUST 15, 1997**.

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be **1.000% OVER** the following index rate: **NEW YORK PRIME RATE OF INTEREST AS QUOTED IN THE WALL STREET JOURNAL**

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ **Frequency and Timing:** The rate on this note may change as often as **DAILY**. A change in the interest rate will take effect **ON THE SAME DAY**.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a **ACTUAL/365** basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☐ **LATE CHARGE:** If a payment is made more than _____ days after it is due, I agree to pay a late charge of _____.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☒ are ☐ are not included in the principal amount above: **LOAN FEE \$530.00, TITLE INS./CLOSING \$1,270.00, FILING FEE \$24.00**

PAYMENTS: I agree to pay this note as follows:

☐ **Interest:** I agree to pay accrued interest _____.

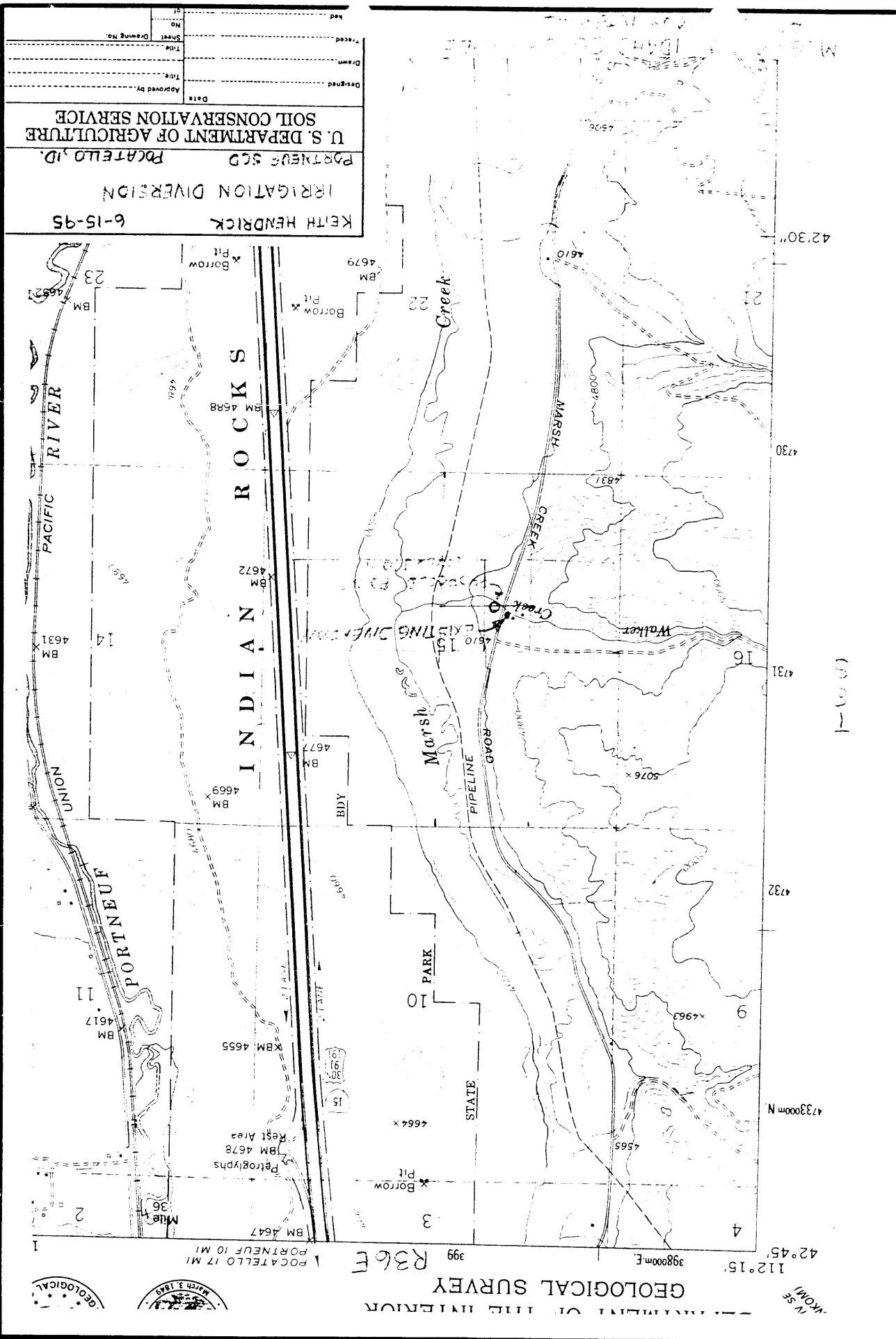
☐ **Principal:** I agree to pay the principal _____.

☒ **Installments:** I agree to pay this note in **180** payments. The first payment will be in the amount of **\$562.19** and will be due **AUGUST 15, 1997**. A payment of **\$562.19** will be due **ON THE 15TH DAY OF EACH MONTH** thereafter. The final payment of the entire unpaid balance of principal and interest will be due **JULY 15, 2012**.

PURPOSE: The purpose of this loan is **BUSINESS: PURCHASE FARMLAND**

ADDITIONAL TERMS:

SEE MORTGAGE OF EVEN DATE



Thomson/Poescy

Rubens

Henrichs 32.09 ACRES

Wardle
Norman
Meckling

41 Girard 10.269 ACRES

42 W.5C 10.518 ACRES

