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MAR 12 2007

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

A. Subcase 21-13013

(Insert water right number)

Case No. 39576)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Donna T. Fuchs, Robert E. Fuchs

Address: 3857 E 500 N

Rigby, Idaho 83442

Daytime Phone: 208-745-6268

Name & Address of Attorney, if any:

Ray Rigby

P.O. Box 250, 25 North Second East

Rexburg, Idaho 83440

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: RLF I LLC RLF II LLC RLF III LLC RLF IV LLC C/O Richard D. Devine

Address: P.O. Box 2601

Crested Butte, CO 81224

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ Name and Address
Should be: _____
2. ☐ Source
Should be: _____
3. ☐ Quantity
Should be: _____
4. ☐ Priority Date
Should be: _____
5. ☐ Point of Diversion
Should be: _____
6. ☐ Instream Flow Beginning and Ending Point
Should be: _____
7. ☐ Purpose(s) of Use
Should be: _____
8. ☐ Period of Year
Should be: _____
9. ☐ Place of Use
Should be: _____
10. ☒ I object because:
☒ This water right Should not exist.

☐ This water right was not recommended, but Should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S): See Attached Report

F.

VERIFICATION (must be completed)

STATE OF IDAHO,)
 ss
County of Madison.)

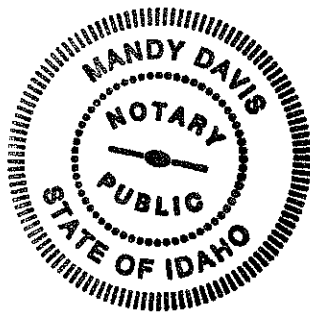
Ray W. Rigby, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objections, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

Ray W. Rigby
(Attorney signing in representative capacity)

Subscribed and sworn before me on: March 9, 2007.



Mandy Davis
Notary Public for Idaho
Residing at St. Anthony
My Commission Expires: 6/24/2011

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the court. **FAX filing will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on March 9, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

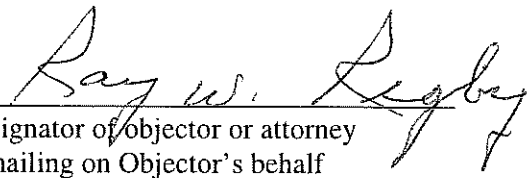
Name: RLF I LLC C/O Richard Devine
Address: P.O. Box 2601
Crested Butte CO 81224

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment and Nat'l Resources Div
550 W. Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise, ID 83711-4449



Signator of objector or attorney
mailing on Objector's behalf

Exhibit 9

FORM 7-34-WARRANT DEED

BOOK 63 PAGE 399

THIS INDENTURE, made this 6th day of June, 1956,
between EARL BARNEY and EULA BARNEY, his wife,
of Chester, County of Fremont, State of Idaho,
the parties of the first part and
GEORGE W. NEDROW and LELA NEDROW, his wife
of Ashton, County of Fremont, 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
TEN AND NO/100 (\$10.00) Dollars
lawful money of the United States of America, and other valuable considerations
to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said parties of the second part, and to their heirs and assigns, forever, all the following described
real estate, situated in Chester, County of Fremont,
State of Idaho, to-wit:

Lots 3 and 4 of Section 7, Township 8, North Range
42, E.B.M., together with 100 miners inches of Fall
River water decreed to Z. Sundberg and purchased by
the parties of the first part herein from Edgar Barney,
with a priority of June 1, 1890.

6500

715

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity,
of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
with the appurtenances unto the parties of the second part, and to their heirs and assigns forever.
And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said parties of the second part, their heirs and assigns, against the said parties
of the first part, and their heirs, and against all and every person and 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.

Executed and Delivered in the Presence of

Ray W. Light

Earl Barney

[SEAL]

Eula Barney

[SEAL]

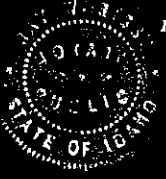
[SEAL]

[SEAL]

715 Per Stamp affixed
of Counselor 4/16/56 - JMB

Ex 9. A

STATE OF IDAHO, BOOK 63 PAGE 400
County of Madison, ss.
On this 6th day of June in the year 1956, before me
Ray W. Rigby, a Notary Public in and for said State, personally appeared
Earl Barney and Eula Barney,
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.

Ray W. Rigby
Notary Public for the State of Idaho,
Residing at Rexburg, Idaho.

No. 284306
WARRANTY DEED
(FORM No. 101)
Earl Barney
TO
George W. Nelson
et al
Dated June 6, 1956
STATE OF IDAHO,
County of Blaine
I hereby certify that this instrument
was filed for record at request of
Shelburne Lumber Co.
at 2:29 minutes past 3
o'clock P. M., this 27th day of
July, 1956, in my
office and duly entered in Book 63
at page 399
Jack A. Stone
By Maud Stone
Register
Fees \$1.50
Mail to
STERN-HOES LAW PUB. CO., PORTLAND, ORE.
#29-226

67-1118

67-1118

Warranty Deed

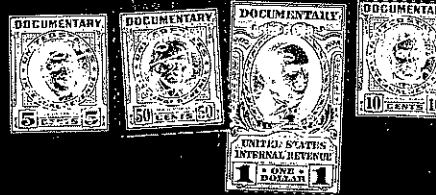
THIS INDENTURE, Made this 10th. day of April
in the year of our Lord One Thousand Nine Hundred and forty-seven, between
Edgar Barney and Lillie Barney, his wife,
of St. Anthony, County of Fremont, State of Idaho,
the part iess of the first part, and

Earl Barney
of St. Anthony, County of Fremont, State of Idaho,
the part y of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
One thousand five hundred and no/100 - - - - - DOLLARS,
lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt
whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part y
of the second part, and to his heirs and assigns forever: All th at certain lot
piece or parcel of land situate, lying and being in the County of Fremont State of Idaho, bounded
and more particularly described as follows, to-wit:

Lots 3, and 4, of Section 7, Township
8 North, Range 42, East Boise Meridian.
Together with 100 inches of Silkie De-
creed water.



Together with all and singular, the tenements, hereditaments and appurtenances therunto 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 therunto incident
unto the said part y of the second part, and to his heirs and assigns forever. And the said parties of th
first part, and their heirs the said premises in the quiet and peaceable possession of the said part y of the second part
his heirs and assigns against the said part iess of the first part, and their heirs and against all and ever
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 part iess of the first part have hereunto set their hand s and seal
the day and year first above written.

Signed, Sealed and Delivered in the Presence of

} Edgar Barney [Seal]
Lillie Barney [Seal]

_____ [Seal]
_____ [Seal]

STATE OF IDAHO,
County of **Fremont**

} ss.

On this **10th.** day of **April** in the year **1947**, before me,
Ralph Litton, a Notary Public in and for said County and State, personally appeared

Edgar Barney and Lillie Barney, his wife,

known to me to

be the person **s** whose name **s are** subscribed to the within instrument, and acknowledged to me that **t he y** 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.



Ralph Litton
Notary Public.
Residence **St. Anthony, Idaho.**

WARRANTY DEED

Edgar Barney

and

Lillie Barney

Dated *April 10*, 19*47*

STATE OF IDAHO,

County of *Fremont* } ss.

I hereby certify that this instrument was filed for

record at the request of

Edgar Barney

at *11* minutes past *4*

o'clock *P.M.*, this *5* day of *June*, A.D. 19*50*

at my office and duly recorded in Book *54*

of Deeds at page *119*

Ralph Litton

Notary Public

By *Wm. J. Reed* Deputy.

Fee, \$ *1.50*

WARRANTY DEED, IDAHO

Book 205 St Anthony

269201

The reason for our objections are as follows:

Warranty Deed 54 119

This deed is dated April 10, 1947

This is the deed recording the sale of land from Edgar Barney to Earl Barney. This deed States that "100 inches of Silkey Decreed Water".

The Silkey right is a decreed right with a 1890 priority date.

Warranty Deed 63 399

This deed is dated June 6, 1956

This is the deed recording the sale of same land from Earl Barney to George Nedrow. This deed States that "100 inches of Fall River water Decreed to Z. Sundberg and purchased by the parties of the first part herein from Edgar Barney, with a priority date of June 1, 1890".

It is our contention that Earl did not ever own any Sundberg water and therefore could not sell it with the property. We have other evidence to further support this that has already been submitted to the Idaho Department of Water Resources.