

DEPARTMENT OF
WATER RESOURCES

My phone number is: 208-356-3633

MOTION TO FILE A LATE NOTICE OF CLAIM

A *Motion to File a Late Notice of Claim* will require a hearing before the Presiding Judge.

☒ I did not file a Notice of Claim to the use of the water in the SRBA because:

It has only recently been brought to our attention by IDWR that this water right had never been claimed even though it had been licensed on or about 4-19-79. We were not previously aware of this because the warranty deed the Buckwalters received from their predecessor provided for all of the water on the land they purchased. Furthermore, they have always been diverting the water since the time of the purchase, as was done by their predecessor, and have never had reason to believe that any of their rights had not been claimed in the SRBA.

☐ I filed a Notice of Claim and elected to defer judicial proceedings on my domestic or stock watering use. I desire to reinstate my Notice of claim for domestic or stock watering use.

☒ I am providing legal and factual documentation for my claimed use of water. You must described these documents and attach a readable copy. (You do not need to fill this out if you are reinstating a Notice of Claim for domestic or stock watering use, but you **must** attach a copy of your Notice of Claim.)

I have attached a copy of the warranty deed which deeds all water rights to Kenneth and Julia Buckwalter, along with a copy of title insurance which shows the Buckwalters have good title to the land to which water right #34-2251 appertains. I am also attaching the license.

I have attached:

☒ A fully completed Notice of Claim (available from IDWR).

☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$_____.

☒ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$260.00. The lands upon which the claim is made are the same lands included in other rights and all adjudication fees have been paid.

Follow these instructions regarding the hearing on this motion.

1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.

2. Fill in the following information:

This motion will be heard on: Tuesday, August 19th 2008, at 1:30 P.M.

at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

MOTION TO FILE AN AMENDED NOTICE OF CLAIM

A Motion to File and Amended Notice of Claim may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely given when justice so requires.

- ☐ I must amend my Notice of Claim to the use of the water in the SRBA because:

- ☐ I am providing legal and factual documentation to support my amended Notice of Claim. You must describe these documents and attach a readable copy.

I have attached:

- ☐ An Amended Notice of Claim (available from IDWR).
- ☐ Payment of the following additional fees required by IDWR:

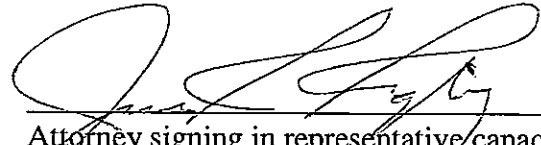
VERIFICATION

STATE OF IDAHO,)
 ss
County of Madison.)

Jerry R. Rigby, being first duly sworn, upon oath, deposes and says:

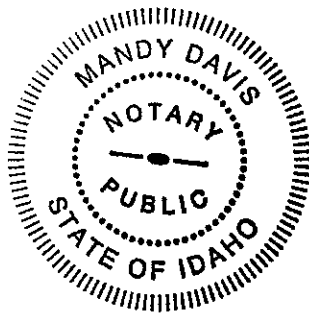
That I am the attorney of party/claimant filing this motion for late or amended claim (as listed on Page 2) as defined by I.C. §§ 4204101A(1) and (7) or that I am the attorney for the party/claimant filing this motion for late or amended claim and that I have read this motion, know its contents, and believe that the statements are true to the best of my knowledge.

Signature of person filing motion



Attorney signing in representative capacity.

Subscribed and sworn to before me on May 14, 2008.





Notary Public for Idaho
Residing at: ST. Anthony
My Commission Expires: 6-24-2011

CERTIFICATE OF MAILING

I certify that on January 31, 2008, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to

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

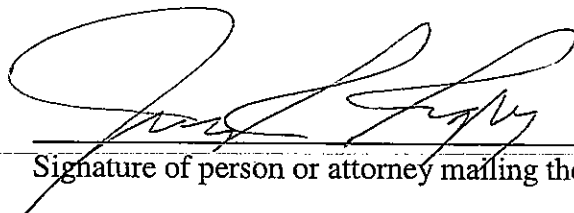
2. Copies to:

IDWR Document Depository
P. O. Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MSC 033
Boise, ID 83724

3. If you are filing an amended Notice of Claim in a subcase being heard before the Presiding Judge or Special Master, you must serve a copy on all parties in that subcase.



Signature of person or attorney mailing the form

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 _____

Date Received: _____

Receipt No: _____

Received By: _____

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Kenneth L. Buckwalter, Julia L. Buckwalter Phone (208) 588-2434

Mailing Address P.O. Box 216, Mackay, Idaho ZIP 83251
Street or Box City State

2. Date of Priority (Only one (1) per claim) 02/03/1926
Month Day Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other () (a) Lower Cedar Creek
which is tributary to (b) Sinks

4. a. Location of Point of Diversion is: Township 07N, Range 24 E.B.M, Section 2,
NE, 1/4 of SW, 1/4 of _____, 1/4 Govt. Lot _____, BM., County of Custer

Additional points of diversion if any: _____

If available, GPS Coordinates _____

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

Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4 of _____, 1/4
Govt. Lot _____, BM., County of _____

ending point is: Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4 of
_____, 1/4 Govt. Lot _____, BM., County of _____

5. 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. Headgate on Lower Cedar Creek and a canal.

Last Name Buckwalter Ident No. 34-2251

6. Water is claimed for the following purposes:

(both dates are inclusive MM-DD)

(cfs)

(acre feet)

For Irrigation purposes from 04/01 to 10/31 amount 2.0 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.0 c.f.s. (cfs) and/or (b) _____ (acre feet)

8. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.) _____

9. 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.

Twn	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	24E	8												40					40
07N	24E	17					35			25									60

Total number of acres irrigated 100 acres

10. In which county (ies) are lands listed above as place of use located? Custer

11. 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.

12. Describe any other water rights used at the same place and for the same purposes as described above.

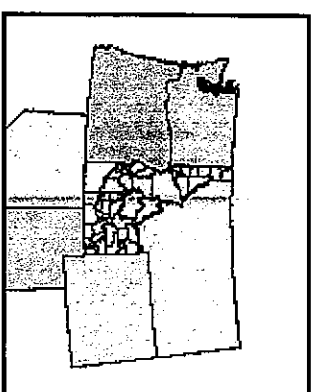
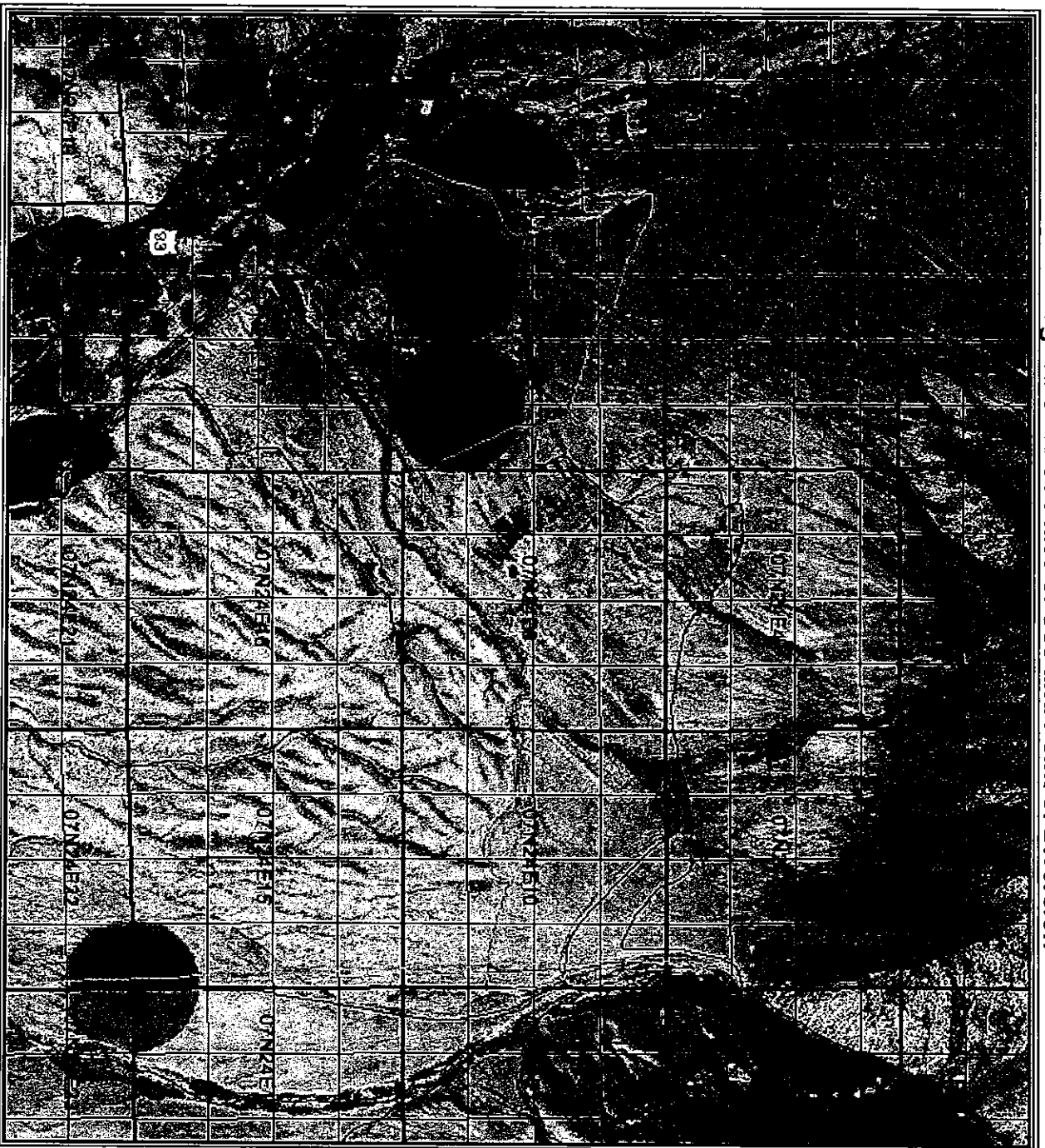
12 acres in Section 8 and 20 acres in Section 17 are watered by _____ or None ()
water rights 34-543, 34-808, 34-884, 34-885, and 34-886

13. Remarks: This water right has a license date of 04/19/1979. We have only recently
become aware that a claim was never filed on this right. Attached is a warranty
deed and title insurance evidencing ownership of the land to which this right
pertains. Also attached is a copy of the license printed off by IDWR in Idaho
Falls.

Last Name Buckwalter Ident No. 34-2251

Water Right # 34-2251 Place of Use and Point of Diversion

Created: May 14, 2008



- Legend**
- Major Roads
 - Interstate
 - U.S. Highway
 - State Highway
 - Other
 - Lakes
 - Major Rivers
 - 2001 - 100,000
 - 1001 - 20,000
 - 201 - 10,000
 - Rivers
 - Rivers & Streams
 - Creeks & Ditches
 - Other Streams
 - PLS - Section
 - PLS - Quarter quarter
 - Cities
 - Counties
 - State
 - High Res. NAIP (2004)



Prepared by the Analysis Map Server at:

Idaho Department of Water Resources
322 East Front Street, P.O. Box 33720
Boise, Idaho 83720-0028
PH: (208) 387-4800
www.idwr.idaho.gov

The Idaho Department of Water Resources is maintaining this web site as a public service. Persons using information from this site for official purposes, or other purposes, for which accuracy and completeness are required, are hereby notified that they should first verify the information with the public records or other primary sources from which the information was obtained.

14. Basis of Claim (Check One) Beneficial Use _____ Posted Notice _____ License ☒ Permit _____ Decree _____

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 34-2251

15. 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 under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____
Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent *Jerry R. Rigby* Date 5-14-08

Title and Organization ATTORNEY

Please Print Name

16. Notice of Appearance:

Notice is hereby given that I, Jerry R. Rigby, 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 *Jerry R. Rigby*

Address P.O. Box 250, Rexburg, Idaho 83440

Date 5-14-08

Last Name Buckwalter Ident No. 34-2251

RECEIVED

MAR 8 2000

216958

WARRANTY DEED

Department of Water Resources

For Value Received, **DAVID HORRE' & LINDA HORRE'**, husband and wife,
of PO Box 7, Mackay, Idaho 83251 does hereby grant, bargain, sell and convey unto
KENNETH L. BUCKWALTER & JULIA L. BUCKWALTER, husband and wife, of
2987 Buckwalter Road, Manheim, PA 17545 the following described real estate located in
Custer County, Idaho to wit:

The exact legal description of said property is attached hereto as Exhibit A
and is hereby incorporated into this Warranty Deed as though set forth
herein. Said property consists of about 1225 acres more or less.

Together with any and all, BLM range and range rights, water and water rights,
ditch and ditch rights appurtenant thereto and used in connection therewith; subject to
the provision that the Sellers shall retain sole ownership of approximately 580
inches of water for the use on Seller's retained property located in Section 7 of
Township 7 North, Range 24 E. B. M. , Custer County, Idaho.

DEED RESERVATIONS FOR EASEMENTS:

1. Grantors do hereby reserve and retain an easement up Warren Canyon
Road approximately 75' in width for the purpose of a roadway including ingress and
egress and for utilities. The exact legal description is attached hereto as Exhibit B
and incorporated herein as though set forth at large.

2. Grantors do also reserve and retain a 24' in width easement for relocating
a water main line for agricultural irrigation use, maintenance and repair. Said

WARRANTY DEED - PAGE ONE

34-00543
✓ -00582
✓ -00585
✓ -00586

34-00808
✓ -00884
✓ -00885
✓ -00886
✓ -10434

easement shall run east to west on the North boundary of the land being conveyed in Section 8, and is for the purpose of delivering water to Grantors' retained land in Section 7.

DEED RESTRICTION: Grantors do hereby place the following restrictive covenants on the property conveyed:

1. Grantees and or Grantee's successors, heirs and/or assigns, shall not sell convey, lease, rent or in any way divide the N $\frac{1}{2}$ S $\frac{1}{2}$ of Section 8 except as one "whole parcel" of 160 acres. Meaning and intending that there can be no property division of said 160 acres.
2. Likewise, the property located in Section 10 shall also be left as one "whole parcel" of 160 acres. Meaning and intending that there can be NO property division of said 160 acres.
3. The balance of the property located in Section 8 and all of the property located in Section 9 shall not be sold, conveyed, leased, rented or in anyways divided into parcels less than forty (40) acres in size.
4. All property herein conveyed located in Sections 8, 9, 10 and 17 shall be used either for residential or agricultural use. There shall be no trailer houses erected or placed on any of said property. Meaning and intending that no trailer houses are permitted.

WARRANTY DEED - PAGE TWO

34-00543
 -00582
 -00585
 -00586
 -00808
 -00884
 -00885
 -00886
 -10434

5. No commercial use other than agriculture shall be permitted on any of the property herein conveyed.

ALL OF THE ABOVE RESTRICTIONS SHALL RUN WITH THE LAND
FOR A TIME PERIOD OF 25 ^{11.07} YEARS AFTER THE DEATH OF THE LAST
SURVIVING GRANTOR OF THIS WARRANTY DEED.

Together with any and all Improvements located on said Property.

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 said property is free from all other encumbrances excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: As of This 30 day of October, 1998.

David a Horre
DAVID HORRE

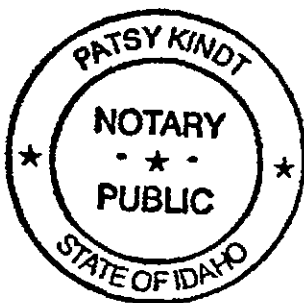
Linda Horre
LINDA HORRE

WARRANTY DEED - PAGE THREE

34-00543
-00582
-00585
-00586
-00808
-00884
-00885
-00886
-10434

STATE OF IDAHO)
 :SS
County of Custer)

On this 30 day of October 1998, before me, a Notary Public in and for said State,
personally appeared DAVID HORRE' and LINDA HORRE', known to me to be the
persons whose names are subscribed to the within instrument and acknowledged to me that they
executed the same.



Patsy Kindt
Notary Public for Idaho
Residing at Challis, Idaho
My Commission Expires: 3/12/2004

34-00543
-00582
-00585
-00586
-00808
-00884
-00885
-00886
-10434

TOWNSHIP 7 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

Section 8: NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 3, 4, 5, 6 and 7, and N $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 9: N $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$
 Section 10: W $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 14: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 15: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 17: NE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM the following described parcel from the SE $\frac{1}{4}$ NW $\frac{1}{4}$

A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 17, Township 7 North, Range 24 East, Boise Meridian, Custer County, State of Idaho, more particularly described as follows:

Beginning at a point lying on the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, point bears North 77°29'07" East, 1363.77 feet from the West Quarter corner of said Section 17; thence North 0°42'03" East, 437.61 feet along said West line to a point; thence South 7°32'29" East, 382.23 feet to a point, thence South 43°25'39" West, 80.76 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the following:

A parcel of land generally described as being a portion of the east half of the northwest quarter of Section 17, Township 7 North, Range 24 East of the Boise Meridian, Custer County, Idaho, and a portion of the southwest quarter of the northwest quarter of said Section 17, said parcel of land being more particularly described as follows.

Commencing at the west one-quarter corner of said Section 17, (said corner being monumented by an aluminum capped rebar established by P.L.S. 907), thence South 89°58'08" East along the south boundary of the west half of the northwest quarter of said Section 17, a distance of 1327.49 feet to the southwest corner of the east half of the northwest quarter of said Section 17, (said corner being monumented by a plastic capped 5/8 inch diameter rebar established by P.L.S. 3577), and the POINT OF BEGINNING of this land description, thence North 00°39'31" East along the

34-00543
 -00582
 -00585
 -00586
 -00808

34-00884
 -00885
 -00886
 -10434

to a found 5/8 inch diameter capped rebar (P.L.S. 3577), and the easterly boundary of a county road right-of-way, thence along the easterly boundary of said county road right-of-way, along a curve concave to the northeast, said curve having a radius of 1592.27 feet, a central angle of $3^{\circ}17'47''$, a distance of 91.61 feet (curve length), thence leaving the easterly boundary of said county road right of way, North $45^{\circ}17'51''$ East, a distance of 644.82 feet, thence North $79^{\circ}09'36''$ East, a distance of 347.39 feet; thence North $50^{\circ}13'43''$ East, a distance of 599.31 feet, thence South $89^{\circ}56'53''$ East, parallel with the South boundary of the east half of the northwest quarter of said Section 17, a distance of 130.84 feet to the east boundary of the northwest quarter of said Section 17, thence South $00^{\circ}27'53''$ West along the east boundary of the northwest quarter of said Section 17, a distance of 1035.16 feet to the center one-quarter corner of said Section 17, (said corner being monumented by a capped rebar established by P.L.S. 907), thence North $89^{\circ}56'53''$ West along the South boundary of the east half of the northwest quarter of said Section 17, a distance of 1327.42 feet to the southwest corner of the east half of the northwest quarter of said Section 17, and the POINT OF BEGINNING.

ALSO INCLUDING A parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, more particularly described as follows:

Beginning at a point which is North $87^{\circ}31'46''$ East, 1329.37 feet from the West Quarter corner of said Section 17, Point of Beginning lying on the Northeasterly right of way line of the old Blackfoot to Challis Stage Road, thence 124.76 feet along a curve to the right on said right of way line, said curve having a radius of 1592.27 feet, and a chord of 124.73 feet which bears North $36^{\circ}56'01''$ West; thence North $34^{\circ}41'20''$ West, 39.47 feet along said right of way line to a point; thence leaving said right of way line North $43^{\circ}25'39''$ East, 145.94 feet to a point lying on the East line of the Southwest Quarter of said Section 17; thence South $0^{\circ}42'03''$ West, 238.16 feet along said East line to the POINT OF BEGINNING.

Section 22. NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 23. NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 26: N $\frac{1}{2}$ S $\frac{1}{2}$ and the North 45 rods of the S $\frac{1}{2}$ SW $\frac{1}{4}$

34-00543
 -00582
 -00585
 -00586
 -00808
 -00884
 -00885
 -00886
 -10434

DESCRIPTION OF EASEMENT

A seventy (70') feet wide easement for the purpose of ingress and egress over and across a portion of the northwest quarter of said Section 17, Township 7 North, Range 24 East, Boise Meridian, the centerline of said seventy feet wide easement being more particularly described as follows:

Beginning at a point on the easterly boundary of an existing county road right-of-way, from which the west one-quarter corner of said Section 17 bears South 82°44'12" West, 1262.23 feet, thence from the centerline POINT OF BEGINNING of said seventy feet wide access easement, along the centerline of said easement, the following three courses:

North 45°17'51" East, 650.45 feet;

North 79°09'36" East, 348.18 feet,

North 50°13'43" East, 568.00 feet to the end of said seventy feet wide access easement.

34-00543
-00582
-00585
-00586
-00808
-00884
-00885
-00886
-10434

0216958
Custer County Reg of
Custer County
little
Ti 05 PM
10/30/98
Ethel M Peck, Clerk
Deputy

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.



CUSTER COUNTY TITLE, INC.
8th & Main
P.O. Box 370
Challis, ID 83226
(208) 879-4424
Fax: (208) 879-5249
Agent for:

First American Title Insurance Company

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Givney* SECRETARY
COUNTERSIGNED BY: *Larry Rindt*

J 531187

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including

for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction and disposition of all appeals therefrom, adverse to the insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which hereafter executed by an insured and which is a charge lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing the policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**
Whenever the Company shall have settled and paid claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against

Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable

had this policy not been issued. If requested by the Company the insured claimant shall transfer to the Company all right and remedies against any person or property necessary order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy but the Company, in that event, shall be required to pay or that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, or service of the Company in connection with its issuance, the breach of a policy provision or other obligation, or arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any attached hereto by the Company is the entire policy or contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by an action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and an statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California 92701, or to the office which issued this policy.

SCHEDULE A

Order No. 9986

Policy No. J 531187

Amount of Insurance: \$950,000.00

Premium \$2,617.50

Date of Policy: October 30, 1998 2:05 P.M.

1. Name of Insured:

KENNETH L. BUCKWALTER AND JULIA L. BUCKWALTER, husband and wife

2. The estate or interest in the land which is covered by this policy is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

KENNETH L. BUCKWALTER AND JULIA L. BUCKWALTER, husband and wife

4. The land referred to in this policy is described as follows:

See attached Schedule C

SCHEDULE B

Order No. 9986

Policy No. J 531187

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; © water rights, claims or title to water whether or not the matters excepted under (a), (b), or © are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 1998, which are paid in full.
8. Easement for Electric Distribution System dated September 21, 1951, from W.I. Nielson and Pearl M. Neilson, husband and wife, to Salmon River Electric Cooperative, Inc., as shown in Deed recorded May 8, 1952, in Book 30 Deeds, Page 29, records of Custer County, Idaho.
9. Any adverse claim based on or arising from any question as to the location or origination of those roads referred to in the description of this land.

SCHEDULE B - Continued

Order No. 9986

Policy No. J 531187

10. Easement dated September 7, 1994, from United States of America, acting through Forest Service, Department of Agriculture, to David A. Horre' and Linda G. Horre', husband and wife, recorded September 28, 1994, as instrument No. 207468, records of Custer County, Idaho.
11. Underground right of way easement from David A. Horre' to Lost River Electric Cooperative, Inc., recorded June 26, 1995, as instrument No. 208966, records of Custer County, Idaho.
12. A portion of the described property is accessed by way of Bureau of Land Management road and subject to the terms and conditions of the access across said lands.
13. Deed Reservations for Easements and Restrictions as contained in the Deed from David Horre' and Linda Horre', husband and wife, to Kenneth L. Buckwalter and Julia L. Buckwalter, husband and wife, recorded October 30, 1998, as instrument No. 216958, records of Custer County, Idaho.

SCHEDULE C

Order No. 9986

Policy No. J 531187

The land referred to in this policy is situated in the State of Idaho, County of Custer and is described as follows:

TOWNSHIP 7 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO

Section 8: NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 3, 4, 5, 6 and 7, and N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 9: N $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 10: W $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 14: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 15: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 17: NE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM the following described parcel from the SE $\frac{1}{4}$ NW $\frac{1}{4}$

A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 17, Township 7 North, Range 24 East, Boise Meridian, Custer County, State of Idaho, more particularly described as follows:

Beginning at a point lying on the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, point bears North 77°29'07" East, 1363.77 feet from the West Quarter corner of said Section 17; thence North 0°42'03" East, 437.61 feet along said West line to a point; thence South 7°32'29" East, 382.23 feet to a point; thence South 43°25'39" West, 80.76 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the following:

A parcel of land generally described as being a portion of the east half of the northwest quarter of Section 17, Township 7 North, Range 24 East of the Boise Meridian, Custer County, Idaho, and a portion of the southwest quarter of the northwest quarter of said Section 17; said parcel of land being more particularly described as follows:

Commencing at the west one-quarter corner of said Section 17, (said corner being monumented by an aluminum capped rebar established by P.L.S. 907), thence South 89°58'08" East along the south boundary of the west half of the northwest quarter of said Section 17, a distance of 1327.49 feet to the southwest corner of the east half of the northwest quarter of said Section 17; (said corner being monumented by a plastic capped 5/8 inch diameter rebar established by P.L.S. 3577), and the POINT OF BEGINNING of this land description, thence North 00°39'31" East along the west boundary of the east half of the northwest quarter of said Section 17, a distance of 59.14 feet to a found 5/8 inch diameter capped rebar (P.L.S. 3577), and the easterly boundary of a county road right-of-way, thence along the

easterly boundary of said county road right-of-way, along a curve concave to the northeast, said curve having a radius of 1592.27 feet, a central angle of $3^{\circ}17'47''$, a distance of 91.61 feet (curve length); thence leaving the easterly boundary of said county road right of way, North $45^{\circ}17'51''$ East, a distance of 644.82 feet; thence North $79^{\circ}09'36''$ East, a distance of 347.39 feet; thence North $50^{\circ}13'43''$ East, a distance of 599.31 feet; thence South $89^{\circ}56'53''$ East, parallel with the South boundary of the east half of the northwest quarter of said Section 17, a distance of 130.84 feet to the east boundary of the northwest quarter of said Section 17, thence South $00^{\circ}27'53''$ West along the east boundary of the northwest quarter of said Section 17, a distance of 1035.16 feet to the center one-quarter corner of said Section 17, (said corner being monumented by a capped rebar established by P.L.S. 907), thence North $89^{\circ}56'53''$ West along the South boundary of the east half of the northwest quarter of said Section 17, a distance of 1327.42 feet to the southwest corner of the east half of the northwest quarter of said Section 17, and the POINT OF BEGINNING.

ALSO INCLUDING A parcel of land in the $SW\frac{1}{4}NW\frac{1}{4}$ of Section 17, more particularly described as follows:

Beginning at a point which is North $87^{\circ}31'46''$ East, 1329.37 feet from the West Quarter corner of said Section 17, Point of Beginning lying on the Northeasterly right of way line of the old Blackfoot to Challis Stage Road; thence 124.76 feet along a curve to the right on said right of way line, said curve having a radius of 1592.27 feet, and a chord of 124.73 feet which bears North $36^{\circ}56'01''$ West; thence North $34^{\circ}41'20''$ West, 39.47 feet along said right of way line to a point; thence leaving said right of way line North $43^{\circ}25'39''$ East, 145.94 feet to a point lying on the East line of the Southwest Quarter of said Section 17; thence South $0^{\circ}42'03''$ West, 238.16 feet along said East line to the POINT OF BEGINNING.

Section 22: $NE\frac{1}{4}NE\frac{1}{4}$

Section 23: $NW\frac{1}{4}NW\frac{1}{4}$

Section 26: $N\frac{1}{2}S\frac{1}{2}$ and the North 45 rods of the $S\frac{1}{2}SW\frac{1}{4}$

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 34-2251

WATER RIGHT NUMBER: 34-2251

Owner Type Name and Address
 Current Owner W H WARREN
 MACKAY, ID 83251

Priority Date: 02/03/1926
 Basis: License
 Status: Not Claimed

Source Tributary
 LOWER CEDAR CREEK SINKS

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	2.000 CFS	
DOMESTIC	/ to /		
<u>Total Diversion:</u>		2.000 CFS	

Location of Point(s) of Diversion

LOWER CEDAR CREEK NE1/4SW1/4 Sec. 2, Twp 07N, Rge 24E, B.M.
 CUSTER County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	24E	8												40.0					40.0
07N	24E	17					35.0		25.0										60.0

Total Acres: 100

DOMESTIC same as IRRIGATIONConditions of Approval:Remarks:Comments:

1. tluke 12/19/2005 10:48:04 AM Status Change

Comment: This right was required to be claimed in the SRBA, but it was not claimed in the SRBA.

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 34-2251

Licensed Date: 4/19/1979
Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 34
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False
Combined Use Limits:

Water Supply Bank: