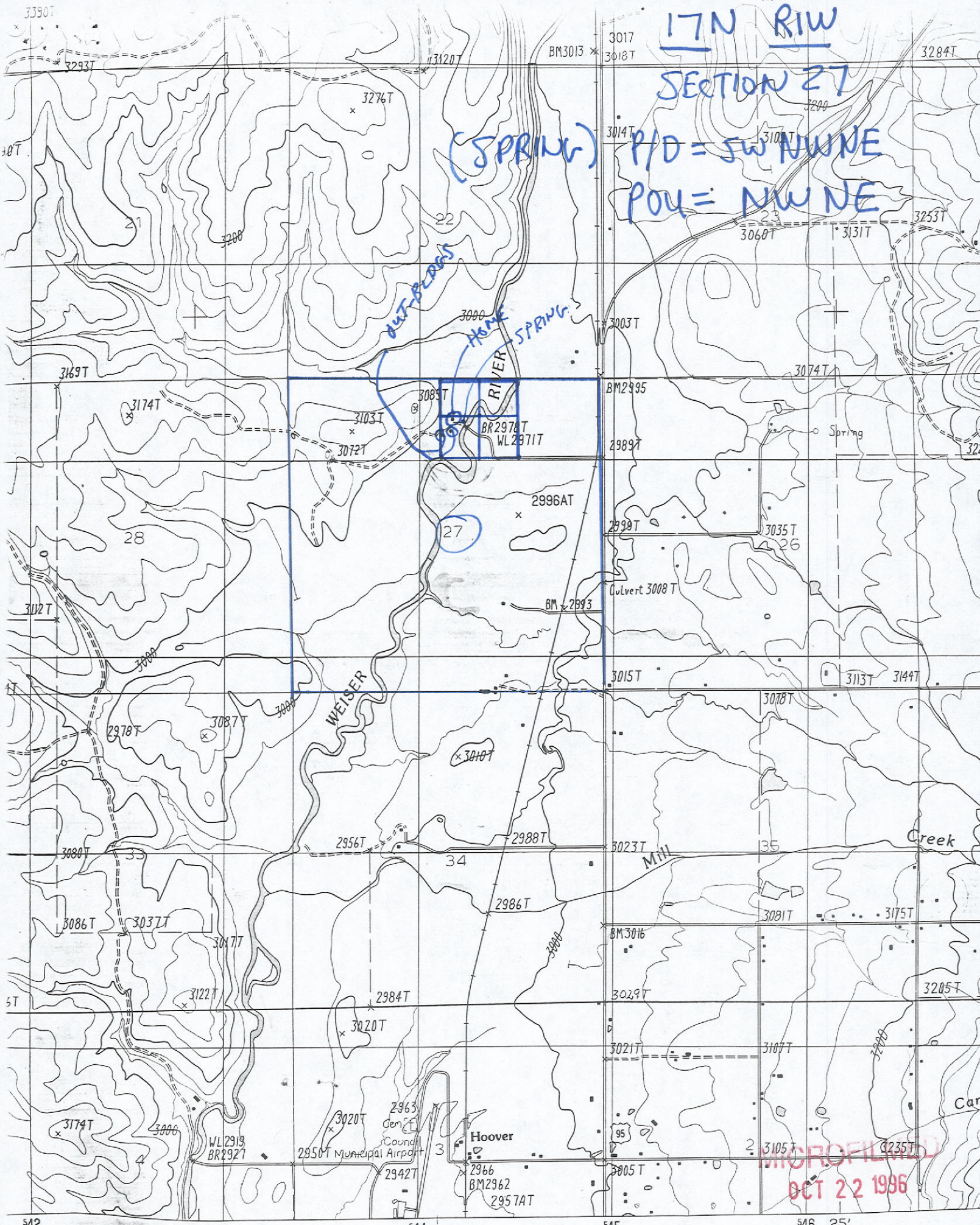




17N RIW

SECTION 27

(SPRING)

P/O = SW NW NE

POU = NW NE

DUT BLASS

HOME SPRING

27

WEISER

Creek

MICROFILMED
OCT 22 1986

SCALE 1:24 000

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: A67-14073
Date Received: 4/20/1995
Receipt No: W018984
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: BARR S JACOBS 208-549-4854
Address: C/O LOIS POYNOR
1266 W 1ST ST
WEISER ID 83672-1522

2. Date of Priority: JUN 1, 1902

3. Source: SPRING Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
17N	01W	27	SW	NW	NE		ADAMS

5. Description of diverting works:
SPRING HS, PUMP, PRESSURE TK, PIPED TO HOME & 3 OUT BLDGS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC 1 HOME, STOCKWATER; 125 RANGE CATTLE & 5 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
17N	01W	27	NW	NE		DOMEST	
			NW	NE		STOCK	

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
A67-00046

14. Remarks:
ADDRESS CHANGED PER CLAIMANT LETTER. 11/17/98 LH

15. Basis of Claim: BENEFICIAL USE

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: A67-14073
Date Received: 4/20/1995
Receipt No: W018984
Received By: Rob

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BARR S JACOBS 208-549-4854
Address: HC 62 BOX 1440
COUNCIL ID 83612

2. Date of Priority: JUN 1, 1902

3. Source: SPRING Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
17N	01W	27	SW	NW	NE		ADAMS

5. Description of diverting works:
SPRING HS, PUMP, PRESSURE TK, PIPED TO HOME & 3 OUT BLDGS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC 1 HOME, STOCKWATER; 125 RANGE CATTLE & 5 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
17N	01W	27	NW	NE		DOMEST	
			NW	NE		STOCK	

MICROFILMED
OCT 22 1996

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

A67-00046

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Joanna J. Mink Date: 4-20-95
so attached P.O.A. Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 20th day
of APRIL 19 95

Ron Howerton
Notary Public

Seal

Ron Howerton
Residing at _____ Residing at Boise, Idaho
My Commission Expires December 8, 2000
My Commission Expires _____

08/24/2000

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 67-14073

NAME AND ADDRESS: ROBERTA S SHORE
WILLIAM R SHORE
2055 IVINS RD
BANCROFT, ID 83217

SOURCE: SPRING TRIBUTARY: Weiser River

QUANTITY: 0.09 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT
EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 06/01/1902

POINT OF DIVERSION: T17N R01W S27 SWNWNE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1-01 12-31	0.04 CFS
STOCKWATER	1-01 12-31	0.05 CFS

PLACE OF USE:

DOMESTIC	Within ADAMS County
T17N R01W S27	NWNE
STOCKWATER	Within ADAMS County
T17N R01W S27	NWNE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER
RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL
USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PARCEL NO. RP17N01W270600A STOCKWATER, 125 RANGE
CATTLE, 5 HORSES

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

Case No. 39576

SUBCASE NO. 67-14073

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING

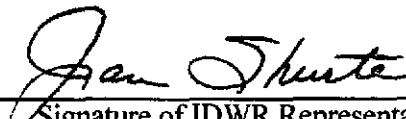
IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

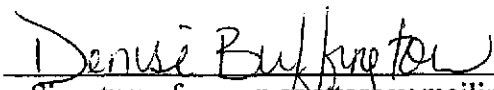
DATED: August 24, 2000


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on August 24, 2000, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

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:
Claimant/Seller for Substitution of Party or attorney of record:
Barr S Jacobs
c/o Lois Poynor
1266 W 1st St
Weiser ID 83672
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Roberta S Shore
William R Shore
2055 Ivins Rd
Bancroft ID 83217
4. One Copy to:
Each party in the subcase or attorney of record:
N / A
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

APR 19 1999

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 67-14073, A67-00046, A67-00047, A67-00048
A67-00049, A67-02053AH
2. The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant L. J. Poyner P/R ESTATE BARR S. JACOBS

- X 4. New Owner/Claimant(s) WILLIAM AND ROBERTA SHANE
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 2055 IVINS ROAD
- City, State and ZIP Code BANCROFT, ID 83217
- New Telephone Number (208) 435-3218

5. Date you acquired the property 11-16-98

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) William Shane

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

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

(Optional)

Recorded ☐Microfilmed ☐Indexed ☐Platted ☐Deed Card ☐Compared ☐Key Punched ☐Master File ☐Abstracted ☐☐☐☐

COPY

Treasurer ☐☐☐☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

MILDRED JACOBS, ^{/aka MILDRED E. JACOBS} a single person, as to her 1/6th interest, GRANTOR(S)
 of 5298 N. Glen Lane County of Ada State of Idaho
 hereby CONVEYS, GRANTS and WARRANTS TO

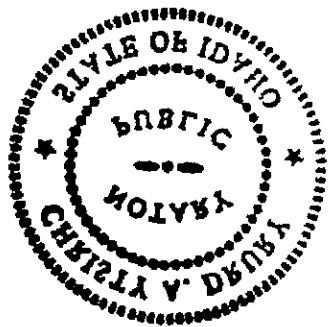
WILLIAM R. SHORE and ROBERTA SHOPE, husband and wife, GRANTEE(S)
 whose current address is 2055 Ivins Rd., Bancroft, Idaho
 for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION Dollars (\$10.00)

the following described tract(s) of land in Adams County, State of Idaho:

A 1/6th interest in the following described property:

More particularly described on attached Exhibit "A"

See original
 Map in
 A67-00046



Location of above described property

House No.

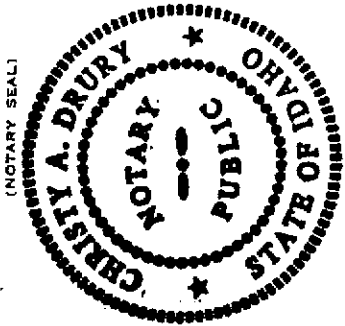
Street

WITNESS the hand of said Grantors this

16th

day of November, A.D. 19 98.

Mildred E. Jacobs
Mildred Jacobs, aka Mildred E. Jacobs



State of Idaho
County of Adams } ss.

On the 16th day of Nov A.D. 19 98

personally appeared before me

aka Mildred E. Jacobs
MILDRED JACOBS, a single person,
aka Mildred E. Jacobs

the signer(s) of the within instrument, who duly acknowledged to me that ~~she~~
executed the same.

Christy A. Drury
(NOTARY PUBLIC)

Residing at Treutvally, Idaho My Commission expires: 3/4/04

MAIL, DEED TO:

MAIL TAX NOTICE TO:

Name Mr. & Mrs. William F. Shore

Address _____

City & State _____

Zip _____

WARRANTY DEED

No. _____

Dated _____, 19____

STATE OF IDAHO

ss. _____

County of _____

I hereby certify that this instrument was

filed for record at request of _____

at _____ minutes past _____

o'clock _____ M., this _____ day _____

of _____, A.D. 19____

in my office, and duly recorded in Book _____

of _____ at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees \$ _____

EXHIBIT "A"

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 21: S1/2SE1/4, NE1/4SE1/4

Section 22: SW1/4, W1/2SE1/4

Section 27: NW1/4NE1/4, NW1/4, W1/2SW1/4

Section 28: NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4, E1/2SE1/4

Section 33: NE1/4NE1/4

Section 34: NW1/4NW1/4 EXCEPTING THEREFROM a tract of land described as beginning at a point 20 rods West of the Northeast corner of the NW1/4NW1/4 of said Section 34, and running thence East 20 rods; thence South 80 rods; thence West 40 rods; thence in a Northeasterly direction on a straight line to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following parcel:

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 22: Beginning at the Northwest corner of the SE1/4SE1/4; Thence South along the West line of SE1/4SE1/4 312 feet to a point;

Thence West 355 feet to the Weiser River;

Thence Northeast along the Weiser River to a point where the Weiser River intersects the West line of the E1/2SE1/4;

Thence South along the West line of the E1/2SE1/4 385 feet to the REAL POINT OF BEGINNING.

COPY

PERSONAL REPRESENTATIVE'S DEED

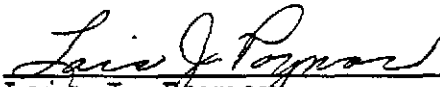
THIS PERSONAL REPRESENTATIVE'S DEED, made by LOIS J. POYNOR, as Personal Representative of the Estate of BARR S. JACOBS, deceased, as to a 5/6ths interest, Grantor, to WILLIAM R. SHORE and ROBERTA SHORE, husband and wife, Grantee, whose current address is:

WHEREAS, Grantor is the qualified Personal Representative of said Estate, filed as Probate Number SP 97-00242 in Washington County, Idaho;

THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee all interest in the following described real property located in Adams County, Idaho, claimed by the estate:

More particularly described on attached Exhibit "A".

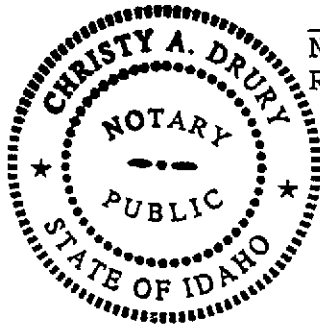
EXECUTED this 16th day of November, 1998.


Lois J. Poynor
Personal Representative of Estate
of Barr S. Jacobs, Deceased

STATE OF IDAHO)
 ADAMS) ss.
County of Washington)

On this the 16th day of Nov 1998, before me the undersigned, a Notary Public in and for said State, personally appeared LOIS J. POYNOR, known to me to be the person whose name is subscribed to the foregoing instrument as the Personal Representative of the Estate of BARR S. JACOBS, deceased, and acknowledged to me that she executed the same for and on behalf of said estate.

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



Christy A. Drury
Notary Public for said State
Residing at: Weiser, Idaho
Fruitvale

EXHIBIT "A"

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 21: S1/2SE1/4, NE1/4SE1/4

Section 22: SW1/4, W1/2SE1/4

Section 27: NW1/4NE1/4, NW1/4, W1/2SW1/4

Section 28: NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4, E1/2SE1/4

Section 33: NE1/4NE1/4

Section 34: NW1/4NW1/4 EXCEPTING THEREFROM a tract of land described as beginning at a point 20 rods West of the Northeast corner of the NW1/4NW1/4 of said Section 34, and running thence East 20 rods; thence South 80 rods; thence West 40 rods; thence in a Northeasterly direction on a straight line to the REAL POINT OF BEGINNING.

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Thence Northeast along the Weiser River to a point where the Weiser River intersects the West line of the E1/2SE1/4;

Thence South along the West line of the E1/2SE1/4 385 feet to the REAL POINT OF BEGINNING.

CONTRACT OF SALE

COPY

THIS AGREEMENT, made and entered into this 16th day of November, 1998, by and between LOIS POYNOR, ^{/aka LOIS J. POYNOR} Personal Representative of the Estate of Barr S. Jacobs, Deceased, 1266 W. 1st, Weiser, Idaho, and MILDRED JACOBS, ^{aka MILDRED E. JACOBS} a single person, 5298 N. Glen Lane, Boise, Idaho 83703, hereinafter referred to as Seller, and WILLIAM R. SHORE and ROBERTA SHORE, husband and wife, 2055 Ivins Rd., Bancroft, Idaho, hereinafter referred to as Buyer.

SALE: WHEREAS, Sellers own certain real property situate in Adams County, Idaho, more particularly described in the attached Exhibit "A" in the proportion of 1/6th, Mildred Jacobs, and 5/6ths Barr S. Jacobs Estate. Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situated in the County of Adams, State of Idaho, more particularly described in Exhibit "A" attached hereto.

PRICE AND TERMS OF PAYMENT: Buyer agrees to pay for the premises and Seller agrees to accept as the purchase price therefor the sum of SEVEN HUNDRED THOUSAND AND NO/100 (\$700,000.00) DOLLARS, payable as follows:

A. TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS down, the receipt of which is hereby acknowledged, and

B. Deferred balance of FOUR HUNDRED FIFTY THOUSAND AND NO/100 (\$450,000.00) DOLLARS with interest ^{/from November 16, 1998} at the rate of seven and one-half percent (7 1/2%) per annum payable as follows:

Sixty (60) equal monthly payments of \$3,625.17 including interest at seven and one-half percent (7 1/2%) per annum, with the first of said monthly payments being due on the 16th day of December, , 1998, with a balloon payment of the balance, \$391,059.40 due on the 61st month following execution of this agreement.

Buyer shall have the right to prepay at any time. Mildred Jacob's 1/6th interest shall be paid from the Buyer's payment at closing of this contract after deduction of 1/6th of the costs of sale, including taxes, title insurance, attorney's fees, and any other expense customarily or by this agreement to be paid by Seller.

WATER SHARES AND RIGHTS: Seller conveys 200 shares Class A stock in the Lost Valley Reservoir storage with the real property.

IMPROVEMENTS: Buyer has inspected all improvements on the premises and accepts them "as is". Buyer shall have the right to remove the house presently on the property in order to build a new home subject to the obligation to insure for the benefit of Seller in the amount of the contract balance.

SUBJECT TO LEASE AGREEMENT: Buyers are purchasing this property subject to the current lease agreement with Henderson Ranches, Lessee, which terminates January 1, 1999. The annual

AS IS:

Vendee warrants and agrees that it has itself or acting through it's authorized agent or agents made a full and complete inspection of the described real and/or personal property, including but not limited to the condition, boundaries, water rights, environmental condition, improvements located thereon or appurtenant thereto, related government files and records and all of their allied and related aspects; Vendee acknowledges that the properties are being sold without a survey; Vendee is purchasing said property, as aforesaid, solely upon said inspection and not upon any statement or statements made by Vendor or Vendor's agent or agents; Vendee agrees that there have been no representations made by Vendor regarding productive or developmental capacity or income derived from the described premises or potential income to be derived therefrom; Vendee acknowledges that Vendor has made no representations regarding any boundary, either current or prospective; Vendee accepts said property and rights being sold or assigned hereunder, in all respects, "AS IS" and without warranty of any type, excepting title is warranted to the extent that the title insurance policy recognizes coverage. This is a sale by description and Vendee assumes all risk with respect to acreage, boundaries, environmental or other condition, water rights, improvements, and all other matters or circumstance relating to the property and rights being sold or assigned hereunder. Excepting for the warranty of title, as aforesaid, Vendor makes no warranty of any type, kind or nature, and expressly disclaims warranties of every type, including warranties of merchantability and fitness for a particular purpose. This disclaimer extends to all remedies, in law and equity.

IF THE PROPERTY ABUTS ANY RIVER, STREAM OR BODY OF WATER, THE FOLLOWING IS DEEMED APPLICABLE AND INCORPORATED AS PART OF THE "AS IS" AGREEMENT:

Vendee acknowledges that a portion of the property is located along the Weiser River and that boundary lines can change through the movement of shore lines through accretion and avulsion. Vendee acknowledges that Vendors have made no representations regarding the river boundary or any other boundary, either current or prospective, and Vendee, with respect to all boundaries, is accepting the property "As Is" and without warranty of any type.

SINGULAR/PLURAL:

Noting that multiple parties are involved, it is agreed that when Vendor and Vendee are used in the singular such shall be read in the plural when appropriate.

[Handwritten signatures and initials]

lease payment shall be prorated between Buyer and Seller with Seller to receive 7/12 and Buyer to receive 5/12 of the annual payment.

PERSONAL PROPERTY: Lessee, Henderson Ranches, has a portable fuel tank to be removed at the end of their lease. That fuel tank is not included in this property sale.

WARRANTY DEED AND ESCROW: At the signing of this Contract of Sale, the Sellers shall also execute their good and sufficient Warranty Deed conveying said property to the Buyer. This deed, together with an executed copy of this Contract of Sale, shall be lodged with Timberline Title, Council, Idaho, as escrow holder. In carrying out the trust imposed in it hereby, said escrow holder shall be guided by the terms and conditions of this Contract of Sale. If and when the Buyer shall have complied with all of the terms and conditions of this Contract of Sale, then the escrow holder is directed to deliver all escrowed papers to the Buyer. Thereupon, the Buyer shall record the Warranty Deed transferring title to the Buyer.

TITLE INSURANCE: The Seller shall within a reasonable time and not more than thirty days from the date of contract, provide a title insurance policy in the amount of \$700,000.00, showing an insurable title subject only to current taxes, and any easements of record. Costs of the title insurance policy shall be paid by the Seller and the original policy shall be placed in escrow.

TAXES, ASSESSMENTS AND IMPROVEMENT LIENS: Seller covenants to have paid all taxes on the herein described property for the year 1997. All 1998 tax assessments, water assessments or other assessments levied on said property shall be prorated as of the 1st day of November, 1998. Thereafter, all taxes and assessments, ditch or water charges levied against said property shall be paid by the Buyer. The Buyer shall not allow any such taxes, assessments, improvement liens, or other charges to become delinquent on said property during the term of this Agreement.

POSSESSION OF PROPERTY: Buyer may enter into possession of such property on the 16th day of November, 1998, and continue in such possession for and during the life of this agreement. Buyer shall maintain such premises and all improvements thereon in good repair, shall permit no waste thereof, and shall take the same care thereof that a prudent owner would take.

EXCHANGE OF LANDS: Due to change in the channel of the Weiser River, lands have been exchanged with Steven and Elsie Shumway for convenience of Sellers and the Shumways. The parties agree to formalize the transfer to pass title. The property involved is described in the attached Exhibit "B".

ADDRESSES: For the purposes of any notices required under the provisions of this agreement, the following are the addresses of the parties until such time as each shall notify the other in writing of a change of address:

Seller: Estate of Barr S. Jacobs, Lois Poynor, Pers. Rep.
1266 West 1st, Weiser, Idaho 83672

Mildred Jacobs
5298 N. Glenn Lane
Boise, Idaho 83703

Buyer: William R. & Roberta Shore
2055 Ivins Rd.
Bancroft, Idaho

INSPECTION OF PREMISES: The Buyer acknowledges that he has been given full opportunity for inspection and accepts the property in its present condition without relying on any representation of the Seller or his agents.

FIRE INSURANCE: Buyer shall keep the buildings erected and to be erected upon such property insured against fire in the amount of the reasonable insurable value thereof in insurance companies to be approved by the Seller for the mutual benefit and protection of the parties hereto, showing the Seller as a named insured. A copy of said policy shall be placed in escrow.

FORFEITURE: Time and punctuality of payment are of the essence and a material part of this contract; and in the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matter in which such default occurred. The notice shall be served upon Buyer by depositing the same in any United States Post Office, addressed to Buyer at Buyer's address specified herein or such other address as Buyer shall request in writing to the escrow holder, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the

post office as aforesaid. If Buyer shall fail to cure such default within thirty (30) days after the service of such notice as aforesaid, then Seller may elect to:

A. Declare the entire unpaid balance on the contract including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Seller to be immediately due and owing and,

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyer to Seller, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyer of election to pursue this remedy is required prior to suit, or (2) Declare this contract to be terminated due to said default. In that event, this contract shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this contract. In that event Buyer agrees to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property, and shall be retained as liquidated damages. If notice of election of this remedy is not

given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyer agrees to immediately vacate the premises upon receipt of the notice.

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for breach thereof.

D. In the event it becomes necessary for either of the parties hereto to place this agreement in the hands of the attorney for enforcement of their rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorneys' fee incurred by the prevailing party, and shall further pay the costs of preparation of any default notice, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

ESCROW FEE: It is mutually understood and agreed between the parties that the escrow fees will be equally divided between the parties. Timberline Title will also do the closing of this transaction, and all closing costs will be equally divided between Seller and Buyer.

LEGAL FEE: It is understood by all parties hereto that the attorneys drafting this agreement represent the Seller, and the Buyer is free to have this contract reviewed by an attorney of his own choosing. Buyer agrees to pay to the Seller an amount

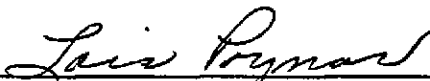
equal to one-half of the attorney fee incurred by the Seller as a reimbursement of the costs of drafting this agreement and accompanying documents.

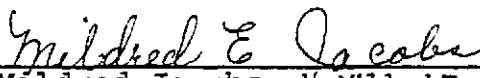
ATTORNEY'S FEES: In the event suit or action arises hereunder for the enforcement of any of the rights of the parties hereto, the prevailing parties in such litigation shall be entitled, in addition to any other award meet by the Court, to a reasonable sum to be fixed by the Court for attorney's fees.

ADDITIONAL COVENANTS: This agreement expresses the entire agreement of said parties and no oral representations or warranties were made inducing either of the parties to enter into this Agreement. THIS AGREEMENT SHALL BE BINDING upon the heirs, executors, administrators and assigns of the parties hereto.

As used in this contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

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


Lois Poynor, Personal Representative of Barr S. Jacobs Estate
aka Lois J. Poynor


Mildred Jacobs, aka Mildred E. Jacobs

"Seller"

William R. Shore
William R. Shore

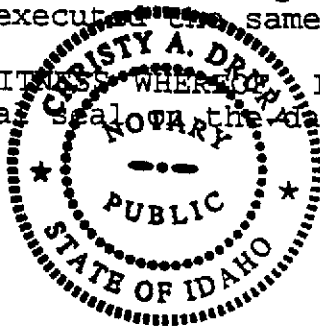
Roberta Shore
Roberta Shore

"Buyer"

STATE OF IDAHO)
County of Adams) ss.
~~County of Washington~~)

On this the 16th day of Nov 1998, before me the undersigned, a Notary Public in and for said State, personally appeared LOIS POYNOR, ^{aka Lois J. Poyner} Personal Representative of the Barr S. Jacobs Estate, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for and on behalf of said estate.

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



Christy A. Drury
Notary Public for said State
Residing at: Weiser, Idaho
Fruitvale

STATE OF IDAHO)
County of Adams) ss.

On this the 16th day of Nov 1998, before me the undersigned, a Notary Public in and for said State, personally appeared MILDRED JACOBS, ^{aka Mildred E. Jacobs} a single person, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

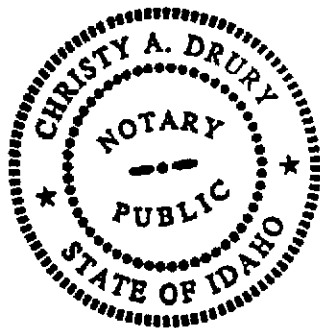
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Christy A. Drury
Notary Public for said State
Residing at: Fruitvale, Idaho

STATE OF IDAHO)
 Adams) ss.
County of ~~Washington~~)

On this the 16th day of November 1998, before me the undersigned, a Notary Public in and for said State, personally appeared WILLIAM R. SHORE and ROBERTA SHORE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Christy A. Drury
Notary Public for said State
Residing at ~~Weiser~~, Idaho
Fruitvale

EXHIBIT "A"

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 21: S1/2SE1/4, NE1/4SE1/4

Section 22: SW1/4, W1/2SE1/4

Section 27: NW1/4NE1/4, NW1/4, W1/2SW1/4

Section 28: NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4, E1/2SE1/4

Section 33: NE1/4NE1/4

Section 34: NW1/4NW1/4 EXCEPTING THEREFROM a tract of land described as beginning at a point 20 rods West of the Northeast corner of the NW1/4NW1/4 of said Section 34, and running thence East 20 rods; thence South 80 rods; thence West 40 rods; thence in a Northeasterly direction on a straight line to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following parcel:

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 22: Beginning at the Northwest corner of the SE1/4SE1/4; Thence South along the West line of SE1/4SE1/4 312 feet to a point;

Thence West 355 feet to the Weiser River;

Thence Northeast along the Weiser River to a point where the Weiser River intersects the West line of the E1/2SE1/4;

Thence South along the West line of the E1/2SE1/4 385 feet to the REAL POINT OF BEGINNING.

EDWARD F. MINK
Ag-Consultant
Fieldman

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
RES: (208) 983-0066

"MINK"

**EDWARD F. OR JOANN J.
WEST 124 SOUTH 5TH
GRANGEVILLE, IDAHO 83530**

3390

17N RIW

SECTION 27

(SPRING)

P/O = SW NW NE

POU = NW NE

OUT-ROADS

HOME SPRING

RIVER

WEISER

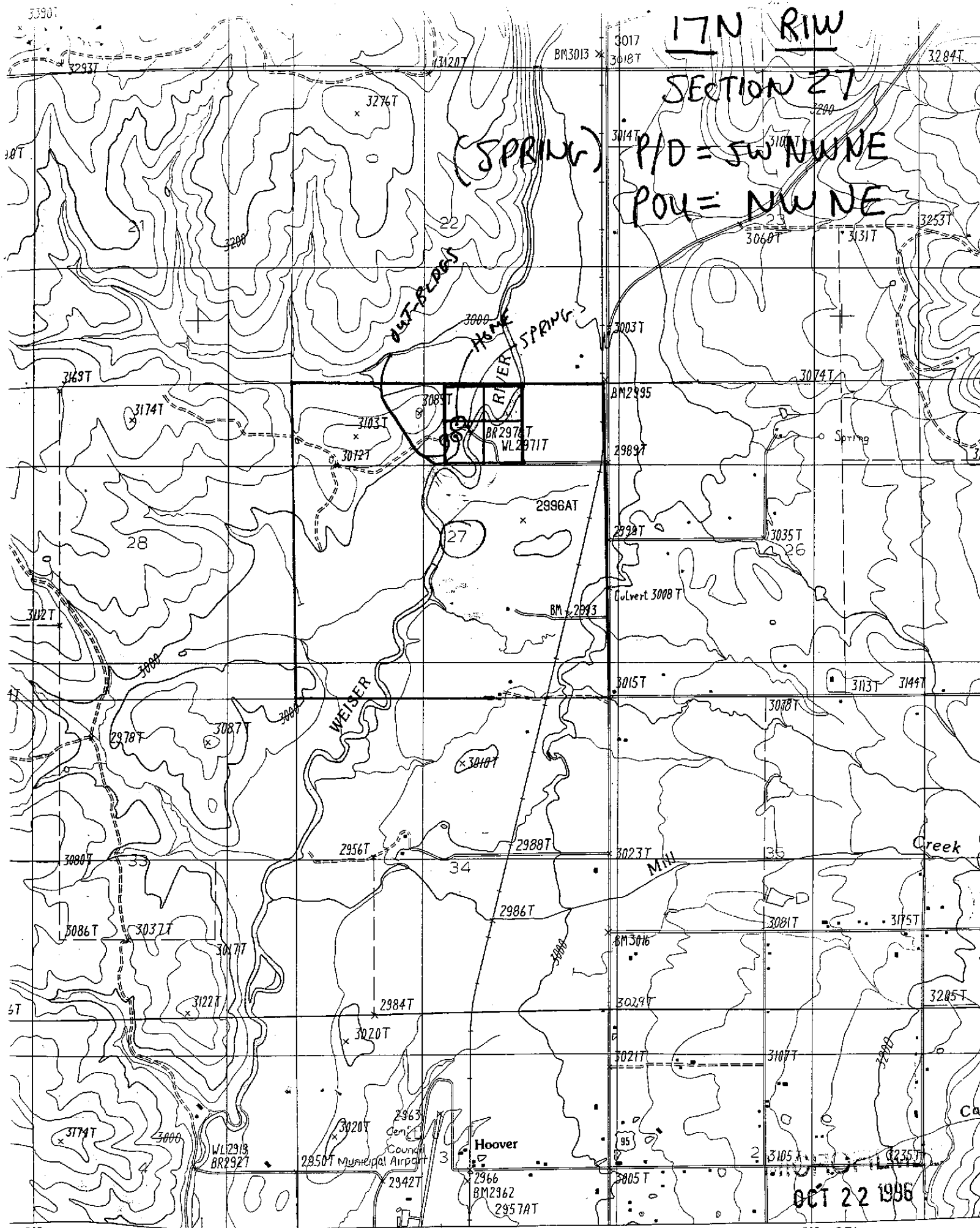
MIN

Creek

Can

SCALE 1:24 000

OCT 22 1996



GENERAL POWER OF ATTORNEY

Know All Men by These Presents: That

Barr S. Jacobs

of Council, County of Adams, State of Idaho,
 has made, constituted and appointed, and by these presents do make, constitute, and appoint
Joann J. Mink, of Grangeville, County of
Idaho, State of Idaho, my true and lawful attorney for
 and in my name, place and stead, and for my use and benefit, to ask, demand,
 sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests,
 interest, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing,
 payable, or belonging to me, and have, use, and take all lawful ways and means in my
 name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to com-
 promise and agree for the same, and acquittances, or other sufficient discharges for the same, for
 and in my name, to make, seal, and deliver; to bargain, contract, agree for, purchase, receive,
 and take lands, tenements, hereditaments, and accept the seisin and possession of all lands, and all deeds
 and other assurances in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey,
 mortgage, and hypothecate lands, tenements, and hereditaments upon such terms and conditions, and
 under such covenants as she shall think fit. Also, to bargain and agree for, buy, sell, mortgage,
 hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise,
 choses in action, and other property in possession or in action, and to make, do, and transact all and every
 kind of business of what nature or kind soever, and also for me and in my name
 and as my act and deed to sign, seal, execute, deliver, and acknowledge such deeds, leases, and
 assignment of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter-
 parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases, and satisfaction of mort-
 gages, judgments and other debts, and such other instruments in writing of whatever kind and nature as
 may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all
 and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully
 to all intents and purposes as I might or could do if personally present (with full power of sub-
 stitution or revocation), hereby ratifying and confirming all that my said attorney (or his
 substitute or substitutes) shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, have hereunto set hand and seal the
 day of _____, 19____.

Signed, sealed and delivered in the presence of

Barr S. Jacobs (Seal)
 _____ (Seal)

STATE OF IDAHO,

County of Blaine } ss.

On this 25 day of January in the year 19 94, before me
Patricia Mink

I, Patricia Mink, Notary Public, personally appeared Barry J. Jacobs, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

in this certificate first above written.

Patricia Mink

No. 85396

POWER OF ATTORNEY
GENERAL

BARR S. JACOBS

TO

JOANN J. MINK

Dated January 25, 19 94

STATE OF IDAHO,

County of ADAMS } ss.

I hereby certify that this instrument
was filed for record at the request of
Joann J. Mink

at 35 minutes past 2

o'clock P M., this 25 day

of January, A.D. 19 94,

in my office, and duly recorded in Book

Power of Attny at page ---

Michael Fisk

Ex-Officio Recorder.

By Sarah Wilson, Deputy.

Fees, \$ 6.00

Indexed

SYMS-YORK CO., PRINTERS & BINDERS, BOISE

MICROFILMED
OCT 22 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

April 9, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

William R. and Roberta Shore
P.O. Box 547
Bancroft, ID 83612

RECEIVED

APR 20 2001

WATER RESOURCES
WESTERN REGION

RE: Snake River Basin Adjudication (SRBA)
Address Change Request
Water Rights #67-14073, 67-46, 67-47, 67-48, 67-49, 67-2053AH
and 29-586

Dear Mr. & Mrs. Shore:

I have modified our records as you requested to reflect your new address on the water rights listed above.

Water right #29-586 was not in your note, Mrs. Shore, but it has your old address on Ivins Rd., so I changed that right also to reflect your current address. If you have sold the property and water right #29-586, the new owner must contact us before we can remove your names.

If you have any questions, please give me a call at 208/327-7862.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau
208/327-7862
ssherman@idwr.state.id.us

SS:region

A note from

Mrs. Bobbie Shore **RECEIVED**

STATE OF IDAHO
DEPT. OF WATER RESOURCES APR - 6 2001
P.O. BOX 83720
BOISE, ID. 83720-0009 Department of Water Resources

GENTLEMEN:

PLEASE CHANGE OUR ADDRESS FROM:

WILLIAM R. + ROBERTA SHORE
2055 IVINS RD.
BANCROFT, ID. 83217

TO:

WILLIAM R. + ROBERTA SHORE
P.O. BOX 547
BANCROFT, ID. 83612

-WATER RIGHTS -
#67-14073, A67-00046,
A67-00047, A67-00048,
A67-00049, + A67-00053 AH

Thanker,

Roberta Shore

Mrs. Shore
called me
4-16-01 +
told me they
sold 29-506
and the turn
to Council, not
Bancroft.
I changed
all records
to Council +
did an NCAP.

4-16-01

+ changed ph. #
to Council #

records mailed 4-6-01.

Mrs. Shore didn't realize
she'd put Bancroft as old
and new address.

201/256-4565



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 24, 2000

ROBERTA S SHORE
WILLIAM R SHORE
2055 IVINS RD
BANCROFT ID 83217

RE: Water Right No. 67-14073

Dear Property Owners:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

Please note, the ownership has also been changed on claim numbers A67-00046, A67-00047, A67-00048, A67-00049 and A67-02053AH, and copies are enclosed.

Thank you for your patience and cooperation, as we have had several ownership changes to process and complete. If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region

DB:db

Enclosures

cc: Barr S Jacobs, c/o Lois Poynor

AJ0749NP
No. R67-14073

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 11/17/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BARR S JACOBS C/O LOIS POYNOR 1266 W 1ST ST WEISER ID 836721522 (208) 549-4854	06/01/1902	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.05 CFS 0.04 CFS	
TOTAL DIVERSION:					0.09 CFS	

Water Source: SPRING

Tributary to: WEISER RIVER

Stage: BENEFICIAL USE

Point(s) of Diversion: T17N R01W S27 SWNWNE ADAMS County

Place of use Legal Description for: STOCKWATER

NE				NW				SW				SE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac									
17N	01W	27	: S	:	:	:	:								

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac									
17N	01W	27	: D	:	:	:	:								

POU County: ADAMS

Non-Irrigation Uses: 1 HOME

Other Rights: A67-00046

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP17N01W270600A
STOCKWATER, 125 RANGE CATTLE, 5 HORSES

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 11/17/98 LHARRIS



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED

JUL 30 1998

July 20, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ESTATE OF BARR S JACOBS
C/O LOIS PAYNOR
1266 W 1 ST
WEISER ID 83672-1522

- POYNOR

RE: Snake River Basin Adjudication (SRBA)
Notice of Claims A67-14073, A67-00046, A67-00047, A67-00048, A67-00049, A67-02053AH
Change of Address

Dear Ms. Paynor:

The Department has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water rights can be sent only to the address on your water rights or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter. Please return the letter by August 31, 1998. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

Anita L. Warntjes
Administrative Assistant
Adjudication Bureau

ALW
CC:region

#####

The address is correct as shown above or as otherwise changed.

Claimant Signature

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: FEB-12-1998
PAGE: A-154

RIGHT NUMBER: 67-14073

NAME & ADDRESS: BARR S JACOBS *Estate of*
~~HC 62 BOX 1440~~ *c/o POYNOR, Lois*
COUNCIL ID 83612 *1266 W 15th ST*
WEISER ID 83672-1522

SOURCE: SPRING TRIBUTARY: WEISER RIVER

QUANTITY: 0.09 CFS

PRIORITY DATE: 06/01/1902

POINT OF DIVERSION: T17N R01W S27 SWNWNE *✓* Within ADAMS County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.05 CFS
	DOMESTIC DOMESTIC 1 HOME, STOCKWAT	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within ADAMS County
T17N R01W S27 NWNE *✓*

DOMESTIC Within ADAMS County
T17N R01W S27 NWNE *✓*

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 17N01W 270600 A

SW-125 R.C. 5 H

Verified by *alw* Date: *6/19/98*
Verification Source: *county alpha listing*