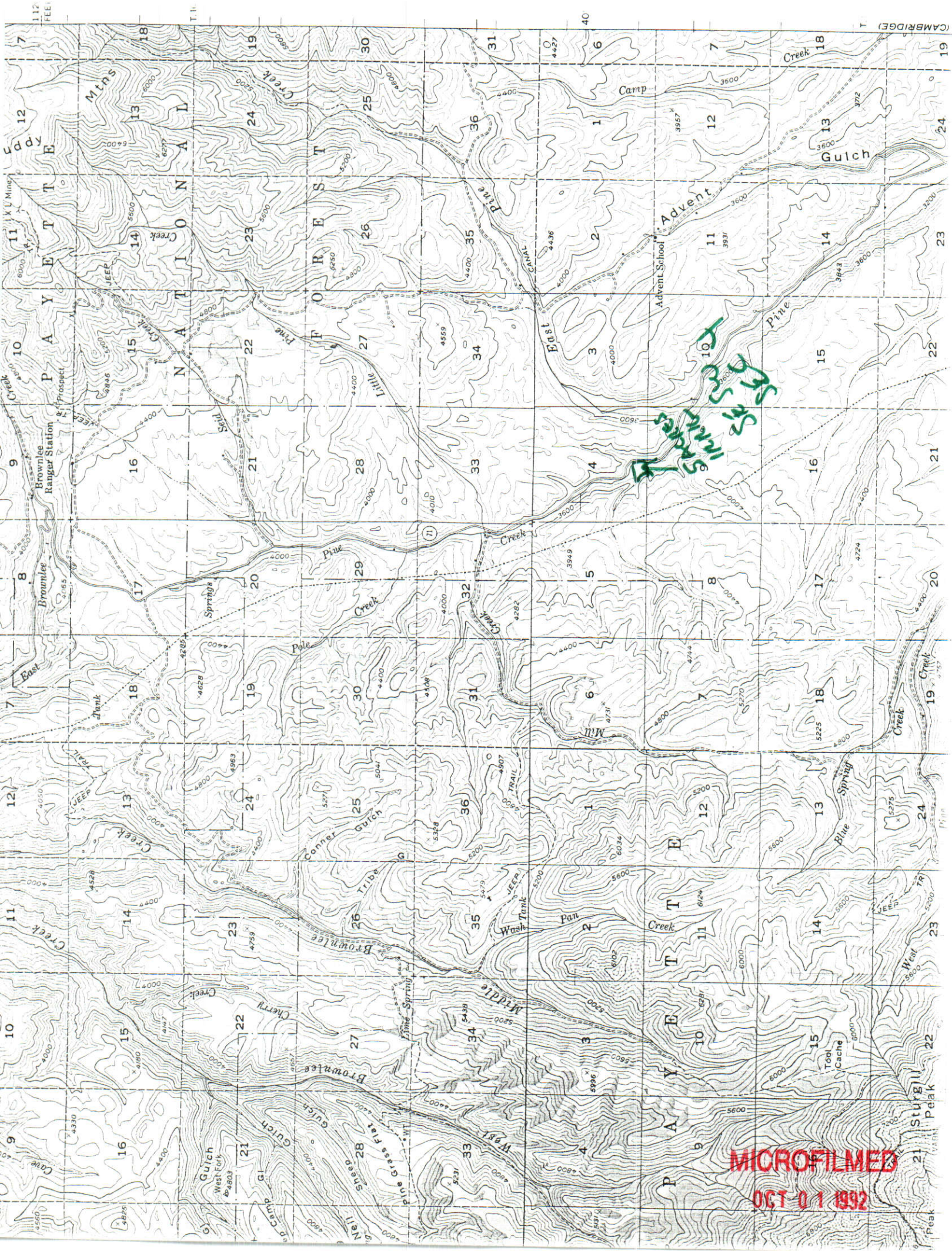




IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

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: A67-00224A
Date Received: 7/03/1989
Receipt No: W003445
Received By: Rdh

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM J. NANCE 208-888-9550
Address: 4240 W. VICTORY
MERIDIAN, ID 83642

OR

Name: CINDY M. SEDLACEK-NANCE 208-888-9550
Address: 4240 W. VICTORY
MERIDIAN, ID 83642

2. Date of Priority: MAY 01, 1904

3. Source: PINE CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	04W	4	SW	SE			WASHINGTON

5. Description of diverting works:
GRAVITY FLOW, DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.100		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15N	04W	4	SE	SW		IRR	4.5
			SW	SE		IRR	0.5
						Section Acres	5.0
						Total Acres	5.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
NONE

14. Remarks:
THIS WATER RIGHT IS SPLIT INTO A & B.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

JOHN T. MUIR

Decree Plaintiff

vs

WILLIAM ALLISON

Decree Defendant

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): William James Hance Date: July 3, 1989

Date: _____

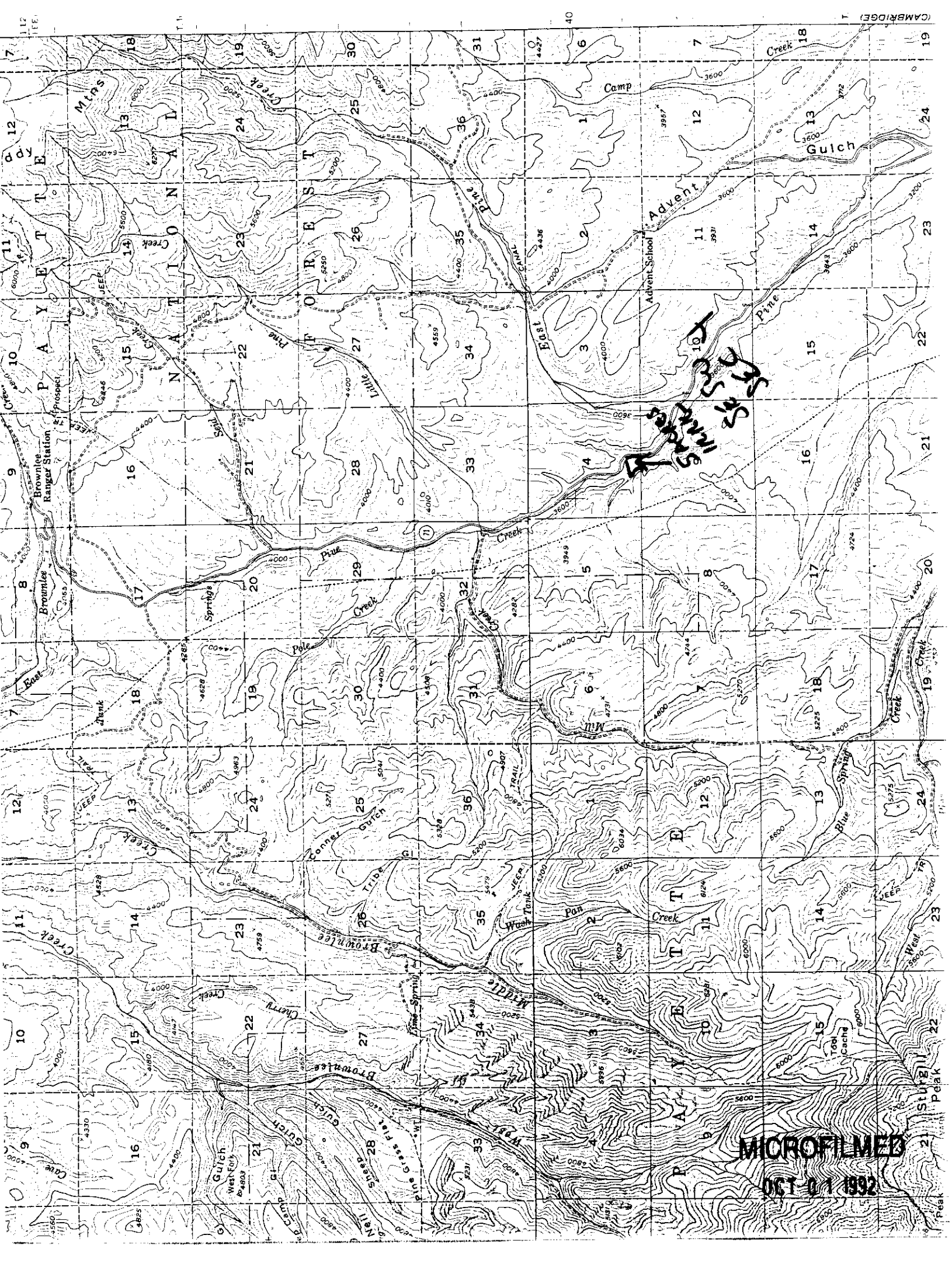
State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 3rd day
of July 19 89

Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
My Commission Expires Residing at Boise, Idaho
My Commission Expires December 8, 1994



Handwritten: Pine Gulch

MICROFILMED
OCT 01 1992

4 3. Buyer shall have the right and privilege to make any and
5 all payments in advance of the due date without suffering any
6 penalty or disadvantage.

7 SURVEY: Within three (3) years from the date of this agreement,
8 the Seller shall cause the herein described property to be surveyed
9 by a licensed surveyor at the Seller's expense. The survey shall
10 set the exact boundaries of the herein described property and the
11 exact acreage thereof. It is anticipated that the real property
12 described will contain approximately forty (40) acres. The survey
13 shall also include a more definite legal description of the right-
14 of-way herein granted by the Seller to the Buyer.

15 OIL, MINERAL AND WATER RIGHTS: The Seller is transferring all
16 rights which he has to the herein described property, including that
17 certain oil and gas lease dated August 8, 1980, with S.O.C. Oil
18 Co. which is recorded in Book 4 of Leases at page 220 as Instrument
19 No. 121161, records of Washington County, Idaho, as said lease
20 applies to the herein described real property. Additionally, the
21 Seller agrees to transfer five (5) inches of water rights to the
22 Buyer.

23 WARRANTY DEED, QUITCLAIM DEED AND ESCROW: At the signing of
24 this Contract of Sale, the Seller shall also execute his good and
25 sufficient Warranty Deed conveying said property to the Buyer.
26 The Buyer shall also execute his good and sufficient Quitclaim Deed
27 conveying the property to the Seller. Both of these deeds, together
28 with an executed copy of this Contract of Sale, shall be lodged
29 with Weiser Valley Title Company, Weiser, Idaho, as escrow holder.
30 In carrying out the trust imposed in it hereby, said escrow holder
31 shall be guided by the terms and conditions of this Contract of Sale.
32

67-00224 A

THIS AGREEMENT, made this 3rd day of January, 1985, by and between FRANK C. SHIRTS and MARY LOUISE SHIRTS, husband and wife hereinafter referred to as Seller, and WILLIAM JAMES NANCE and CINDY SEDLACEK NANCE, husband and wife, hereinafter referred to as Buyer.

SALE: 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 Washington, State of Idaho, described as follows, to-wit:

In Township 15 North, Range 4 West of the Boise Meridian:

Section 4: All that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ lying southwesterly of the right of way of U.S. Highway #71 as described in right of way deed recorded in Book 77 of Deeds at page 14, records of Washington County, Idaho.

TOGETHER WITH an Easement twenty (20) feet in width on an existing road as said road crosses the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 15 North, Range 4 West of the Boise Meridian lying West of the right of way of U. S. Highway #71, as said roadway crosses Pine Creek, thence North to the subject property.

PRICE AND TERMS OF PAYMENT: Buyer agrees to pay for the premises and Seller agrees to accept as the purchase price thereof the sum of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, to be paid as follows:

1. SIX THOUSAND FIVE HUNDRED AND NO/100 (\$6,500.00) DOLLARS on the signing and delivery of this Contract, the receipt of which is hereby acknowledged, and

2. Balance of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$13,500.00) DOLLARS payable in equal monthly installments of TWO HUNDRED AND NO/100 (\$200.00) DOLLARS, including both principal and interest, with payments to apply first to interest and then to principal, which includes interest at the rate of ten percent