

11/26/2006

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

RIGHT NUMBER: 1-50B

NAME AND ADDRESS: KYM FERGUSON
15533 E RIRIE HWY
RIRIE ID 83443

ANNE FERGUSON
15533 E RIRIE HWY
RIRIE ID 83443

MIKE FERGUSON
15533 E RIRIE HWY
RIRIE ID 83443

CONNIE FERGUSON
15533 E RIRIE HWY
RIRIE ID 83443

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 2.800 CFS

PRIORITY DATE: 06/01/1897

POINT OF DIVERSION:
T04N R40E S36 SWNWSE Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/01 10/31	2.800 CFS
PLACE OF USE:	<u>IRRIGATION in JEFFERSON County</u>		
	T04N R40E S26 NESW 40.00	T04N R40E S26 NWSW	37.00
	T04N R40E S26 Lot 1 NESE 11.00	T04N R40E S26 Lot 2 NWSE	26.00
	T04N R40E S26 SWSE 40.00	T04N R40E S26 Lot 1 SESE	25.00
	T04N R40E S35 NWNE 34.00		
	213 ACRES TOTAL		

Use of the rights listed below is limited to the irrigation of a combined total of 213 acres in a single irrigation season. Combined Right Nos.: 1-50B, 1-10030, and 1-10468.

This right is limited to the irrigation of 93 acres within the place of use described above in a single irrigation season.

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 1-50.

Use of this right is combined with water from Palisades Reservoir.

Water is delivered through Mattson-Craig Canal.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Warranty Deed

For Value Received

William Brian Kremer and Ruth Kremer, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

Kym Ferguson and Anne Ferguson husband and wife
and Mike Ferguson and Connie Ferguson husband and wife
whose current address is 74 North 4850 East Rigby, Idaho 83442

the grantee, the following described premises, in Jefferson County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

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 Grantee, that they and the owner s in fee simple of said premises; that they are free from all incumbrances

EXHIBIT "A"

TRACT I:

Township 4 North, Range 40 East of the Boise Meridian, Jefferson County, Idaho.
Section 26: N 1/2 SW 1/4; Lot 2; SW 1/4 SE 1/4; West 46 1/2 rods of Lot 1; Lot 24;

Section 35: NW 1/4 NE 1/4;

EXCEPTING THEREFROM: Beginning at the NE Corner of the NW 1/4 NE 1/4 of said Section 35 and running thence West 100 feet; thence South 400 feet; thence East 100 feet; thence North 400 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: A strip of land 30 feet wide lying on the Northerly side of the above described property as conveyed to the State of Idaho in Highway Right-Of-Way Deed, recorded April 10th, 1949, in Book 141 of Deeds, at Page 457, records of Jefferson County, Idaho.

TRACT II:

Beginning at the NE Corner of the NW 1/4 NE 1/4 of said Section 35, and running thence West 100 feet; thence South 400 feet; thence East 100 feet; thence North 400 feet to the point of beginning.

EXCEPTING THEREFROM: A strip of land 30 feet wide lying on the Northerly side of the above described property as conveyed to the State of Idaho in Highway Right of Way Deed, recorded April 10th, 1949, in Book 141 of Deeds, at Page 457, records of Jefferson County, Idaho.

WPK *PK*

**COPY FOR YOUR
INFORMATION**

CONTRACT OF SALE

1. Parties and Effective Date. The parties to this contract are Dorothy Elizabeth Barelli, of Post Office Box 1428, Casper, Wyoming 83602 (seller) and Kym and Anne Ferguson of 15533 East Ririe Highway Ririe, Idaho, 83443 and Mike and Connie Ferguson of 4783 East 50 North, Rigby, Idaho 83442 (buyer).

2. Description of Property. Seller owns an undivided one-fourth interest in real property located in Jefferson County, Idaho, more properly described in Exhibit 1 attached to this contract of sale and incorporated by reference.

3. Consideration. The consideration for buyer's agreement to purchase the interest of seller in said property is set out in this contract.

4. Purchase Price. The purchase price for the property is \$98,350.00, payable as follows:

- a. \$15,000, cash or cashier's check, paid on or about October 15, 2003, delivered directly to Dorothy Barelli, receipt of which is acknowledged by all parties.
- b. \$10,000 in January and February, 2004, payable to Dorothy Barelli, and delivered to of Amerititle, 497 N. Capital Ave., Idaho Falls ID 83404 at the time of closing.
- c. The remaining balance of \$73,350.00 is payable in four equal, annual installments of principal and accrued interest through escrow at Amerititle. Interest on the unpaid balance will accrue at prime rate plus 1%. At the date of signing of this Contract, prime rate is 4% and therefore interest will accrue on the unpaid principal balance at the rate of 5% as of the date of this Contract. The interest rate on all unpaid principal will be adjusted each year hereafter on January 1 and will be based upon the prime rate as set by the Federal Reserve, plus 1%. The first installment payment will be due

and payable on January 1, 2005. Each payment will first be applied to accrued interest and then to principal balance.

5. Closing and Escrow: The signing of this agreement March _____, 2004, at Amerititle, 497 N. Capital Ave., Idaho Falls ID 83402. Title will not be conveyed at the time of closing. The Warranty Deed will be signed by Dorothy Barelli, and held by Bank of Commerce in escrow until all principal and interest payments are paid in full. If buyer fails to complete payment of the purchase price and seller elects to terminate this contract, the deed shall be returned to seller by the escrow agent.

6. Conveying Title. The property conveyed hereunder to the buyer will be by warranty deed, free from encumbrances, covenants and restrictions and free from easements and rights-of-way, except those of record and those applicable by the Jefferson County Planning and Zoning Commission, if any. The parties mutually agree that a Commitment for Title Insurance has been purchased for this real property transaction, with the cost of the Commitment for Title Insurance being shared equally by the parties to this contract. A copy of said Commitment for Title Insurance is attached hereto as Exhibit B and incorporated by reference.

Buyer has been provided a complete copy of the Commitment for Title Insurance (Exhibit B) and has no objections and accepts the title as shown by the Commitment for Title Insurance dated December 9, 2003.

7. Rentals and Taxes. Buyer has been leasing the property from seller. Buyer will immediately pay the 2003 crop year lease payment due and owing to Dorothy Barelli, less her pro rata share of the 2003 real property taxes assessed against the real property sold hereunder. Buyer will then be responsible to pay all taxes associated with said property due for 2003 and each year thereafter until such time as the terms of this Contract are completed and paid in full.

8. Possession of Property. Buyer may immediately enter upon the property and may begin any improvements pertaining to the use of the property.

9. Breach and Remedies. Time is of the essence of this Contract. In the event that buyer fails to make any payment required by the terms of this Contract, at the time the same falls due and prior to delinquency thereof, including installment payments to seller, payment of all taxes, assessments and insurance premiums, and if such default continues for 30 days after written notice thereof, seller at her option may:

- a. Declare forfeiture of any rights hereunder and cancellation of this Contract.
On such election, all right, title and interest of buyer shall cease.
- b. In lieu of declaring a forfeiture, seller may bring an action or apply for any other relief available in law or equity.
- c. No waiver by seller or buyer, as the case may be, of any default shall be construed by a waiver of any subsequent default.

10. Notices. The addresses of the respective parties is as listed in paragraph one, or such other address as either may give written notice of. Any notices or demand upon either party herein may be mailed or personally delivered to such party at the address given above or subsequent address as he/she may hereinafter furnish in writing to the other party. Notice or demands so given shall be sufficient for any purpose under this Contract. Seller shall give buyer 30 days' prior notice to cure any default. Such notice of default shall be made in writing and given to such party at the address given above.

11. Modification. Modification or other alteration of this agreement shall not be effective unless such shall be in writing and signed by the parties in a manner being as formal as the within instrument.

12. Integration of Agreement. Seller and buyer acknowledge that the terms of this Contract may vary from the terms contained in any other preliminary agreements made prior to the execution of this Contract and may vary from any negotiations between the

parties prior to the execution of this Contract. Seller and buyer agree that the terms, covenants and conditions of this Contract shall supersede all such prior negotiations and agreements; that there are no other agreements not contained in this Contract; and that this Contract shall be and is the final expression and agreement of the parties and shall control. No modification of the Contract shall be valid unless in writing and executed by the parties to this Contract.

13. Severance and Validity. In the event any provision of this Contract or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect and shall in no way be effected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

14. Time and Binding Effect. Time is of the essence of this agreement. This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, heirs and assigns.

15. Attorney Fees. In the event the buyer finds it necessary to retain counsel to enforce the terms of this agreement, the buyer shall be responsible for all reasonable attorney's fees and costs incurred by the non-defaulting party enforcing such.

16. Governing Law. This agreement shall be governed and interpreted by the laws of the State of Idaho.

17. Preparation of Contract. Buyers acknowledge by their signature hereto that this document was prepared by Ronald L. Swafford of Swafford Law Office, Chartered on seller's behalf. Buyer further acknowledges that Ronald L. Swafford has not advised them in this matter whatsoever and that they fully understand their right to have legal

counsel for advice prior to the execution of this document.

Dated: ^{Dec} ~~March~~ 30, 2004.

By: _____
Dorothy Barelli
Seller

By: Kym Ferguson
Kym Ferguson

By: Anne Ferguson
Anne Ferguson

By: Mike Ferguson
Mike Ferguson

By: Connie Ferguson
Connie Ferguson

counsel for advice prior to the execution of this document.

April
Dated: ~~March~~ *14*, 2004. *SM*
PEC 30th 2004 \$64-

By: *Dorothy Barelli*
Dorothy Barelli
Seller

By: *Kym Ferguson*
Kym Ferguson

By: *Anne Ferguson*
Anne Ferguson

By: _____
Mike Ferguson

By: _____
Connie Ferguson

STATE OF Wyoming
COUNTY OF Natrona

)
:SS.
)

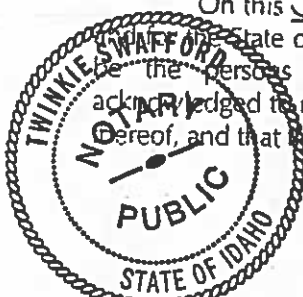


On this 14 day of April 2004, before me, the undersigned, a notary public in and for the State of Wyoming, personally appeared Dorothy Elizabeth Barelli, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the same, understood the contents and legal effect thereof, and that she has executed the same of her own free will and choice.

Linda Z Martinez
NOTARY PUBLIC
Residing at:
Commission expires:

STATE OF IDAHO
COUNTY OF BONNEVILLE

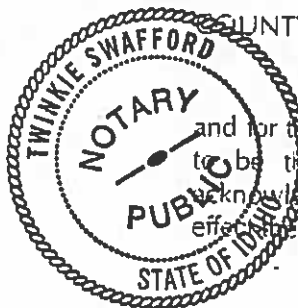
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On this 30 day of December, 2004, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Kym and Anne Ferguson, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they have read the same, understood the contents and legal effect thereof, and that they have executed the same of her own free will and choice.

STATE OF IDAHO

Twinkie Swafford
NOTARY PUBLIC
Residing at:
Commission expires:



COUNTY OF BONNEVILLE

On this 30 day of December, 2004, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Mike and Connie Ferguson, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they have read the same, understood the contents and legal effect thereof, and that they have executed the same of her own free will and choice.

Twinkie Swafford
NOTARY PUBLIC
Residing at:
Commission expires: 10/08/09

STATE OF _____

)

:ss.

COUNTY OF _____

)

On this ____ day of March, 2004, before me, the undersigned, a notary public in and for the State of Wyoming, personally appeared Dorothy Elizabeth Barelli, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the same, understood the contents and legal effect thereof, and that she has executed the same of her own free will and choice.

NOTARY PUBLIC

Residing at:

Commission expires:

STATE OF IDAHO

)

)

COUNTY OF BONNEVILLE

)

On this ____ day of March, 2004, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Kym and Anne Ferguson, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they has read the same, understood the contents and legal effect thereof, and that they has executed the same of her own free will and choice.

NOTARY PUBLIC

Residing at:

Commission expires:

STATE OF IDAHO

)

)

COUNTY OF BONNEVILLE

)

On this ____ day of March, 2004, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Mike and Connie Ferguson, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they have read the same, understood the contents and legal effect thereof, and that they have executed the same of her own free will and choice.

NOTARY PUBLIC

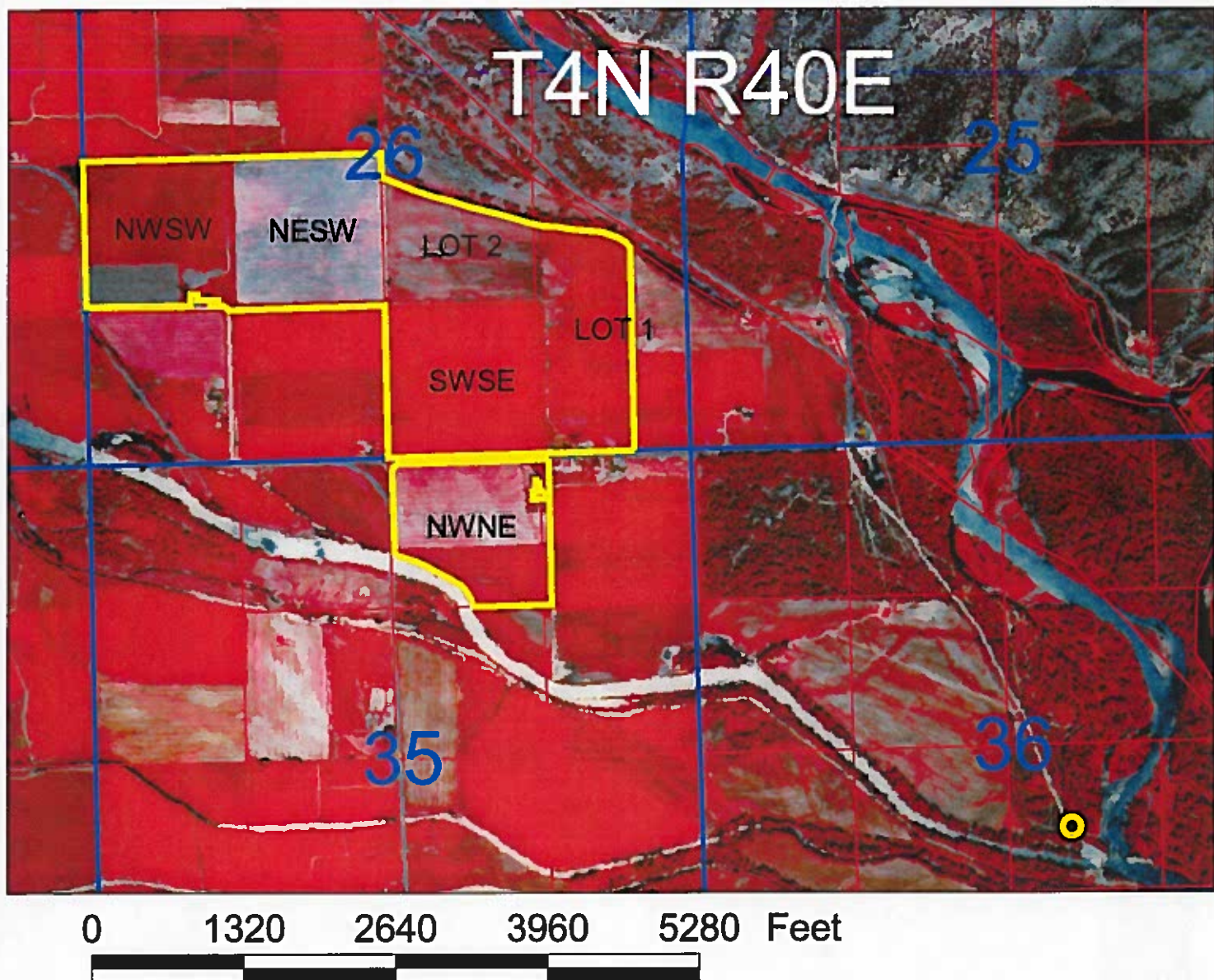
Residing at:

Commission expires:

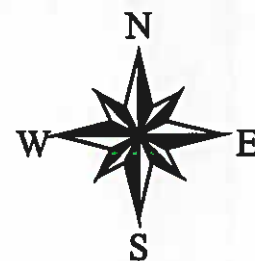


Department of Water Resources

Claim No.: 1-50B, 1-10030,
and 1-10468



-  Place of Use
-  Point of diversion
-  Sections
-  QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by M. Holliday
Date: February 2005

0.03 CFS/AC

1-50

R.A. CRAIG

4.8 CFS

6/1/1887

SNAKE RIVER

4N 40E 26 N $\frac{1}{2}$ SW $\frac{1}{4}$

SE SW

SW SE

160 ACRES

A 1-50 A

HICKMAN

2.6 CFS

disallow, not within decreed Pou

A 1-50 B

KREMER

2.8 CFS

may be undeclaimed

A 1-50 C

CLARK

1.2 CFS

appears to be correctly claimed

Replevin decrees show ownership of SWSE at Craig and as Mattson in 1-125.

SCANNED

AUG 1 2001

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: A01-00050B
Date Received: 11/21/1988
Receipt No: E004253
Received By: HCJ

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: W. B. KREMER
Address: 4966 E. 100 N.
RIGBY, ID

208-538-7879

83442

2. Date of Priority: JUN 01, 1887

3. Source: SNAKE RIVER, SOUTH FORK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	40E	36	SW	NW	SE		JEFFERSON

5. Description of diverting works:
CRAIG-MATTSON CANAL - CONCRETE HEADING WITH A METAL SCREW GATE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.800		

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

8. Total consumptive use is 300.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
04N	40E	26	NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SE		IRR	40.0
Section Acres							120.0

A01-00050B

Page 1

Date: 11/21/88

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OCT 19 1992

A0100050B



10. Place of Use: Continued

Total Acres 120.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
 A01-10030, A01-00255

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/16/1910

REXBURG IRR. CO. ET AL
Decree Plaintiff

vs

TETON IRR. CANAL CO. ET AL
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 ☒ 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): x W.B. Kremer Date: x 11-21-88

Date: _____

State of Idaho)
County of Bonneville) SS.

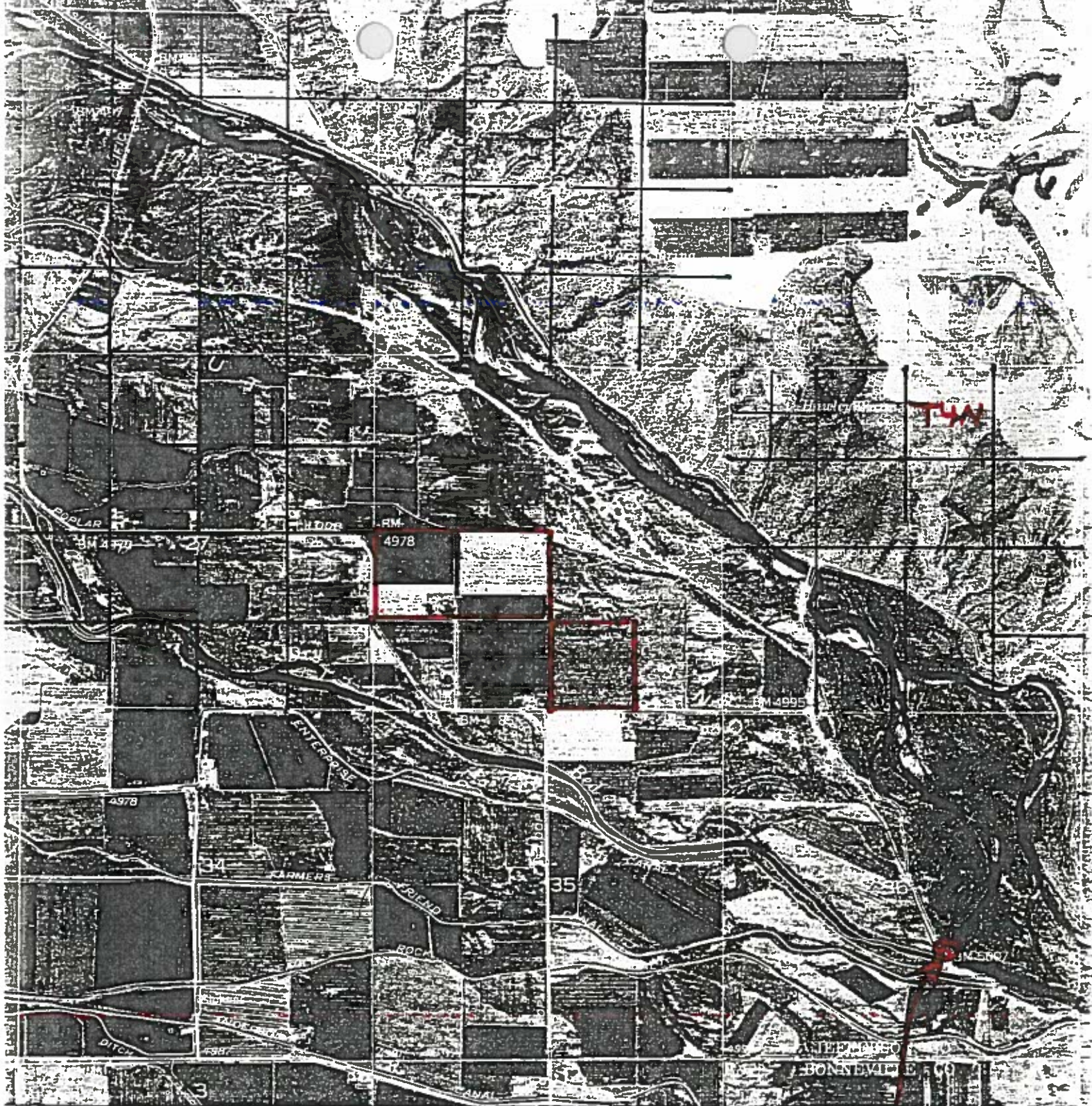
Subscribed and sworn (or affirmed) before me this 21st day
of Nov 19 88

Betty Thompson
Notary Public

Seal

Residing at Idaho Falls

My Commission Expires 6-94



by the Geological Survey
 in cooperation with the Soil Conservation Service

Map prepared from 1:78 000-scale
 photographs taken August 5, 1976

and 10,000-foot grid ticks; Idaho coordinate
 zone (transverse Mercator)

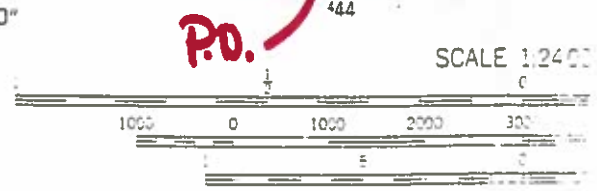
Universal Transverse Mercator grid ticks,
 1927 North American datum

Images transformed by scanning techniques
 to produce double or mismatched images;
 positions of image positions for map point.

R40E
A01-0050B

MICROFILMED

OCT 19 1992



OZALID PRINTS MAY BE PURCHASED FROM THE
 IDAHO DEPARTMENT OF LANDS, STATE OF IDAHO

THIS MAP COMPLIES WITH NATIONAL MAP ACT
 FOR SALE BY U. S. GEOLOGICAL SURVEY