

12/08/2006

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

RIGHT NUMBER: 22-4045
NAME AND ADDRESS: RANDALL J FOSTER
402 S 200 E
DRIGGS ID 83422
SOURCE: SPRING TRIBUTARY: SINKS
QUANTITY: 1.560 CFS
The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
The rights listed below are limited to a total combined diversion rate of .97 cfs. Combined Right Nos.:22-529B, 22-689, 22-4045.

PRIORITY DATE: 04/01/1954

POINT OF DIVERSION:
T04N R46E S20 NWSWN Within TETON County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01/01 12/31	0.010 CFS
	IRRIGATION	04/15 10/31	1.560 CFS

PLACE OF USE: IRRIGATION in TETON County
T04N R46E S19 NENE 38.00 T04N R46E S19 NWNE 40.00
STOCKWATER same as IRRIGATION
78 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 78 acres in a single irrigation season. Combined Right Nos.:22-529B, 22-689, 22-4045.

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.
The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



Idaho Department of Water Resources

SRBA Recommendation:

22-4045

(Irrigation)

Legend

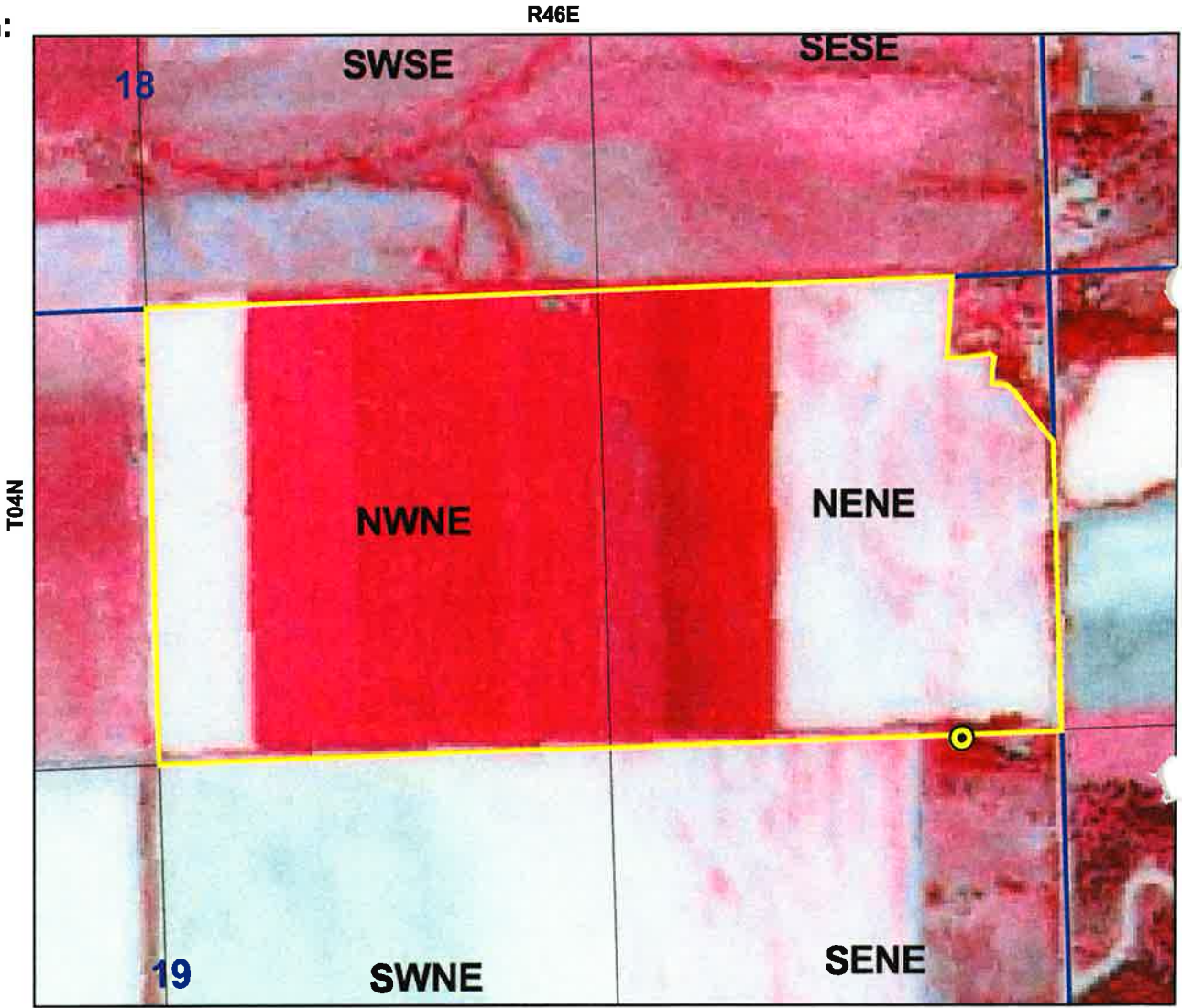
- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Teton County
IDWR Basin 22



Prepared by T. Galbraith
On Friday, December 8, 2006
1987/88 Aerial Photography



0 0.2 0.4 Miles

I Lave|| Johnson state, that I
have witnessed the use of these springs
since 1954. I grew up in that area and
remember it from that date.

Lave|| Johnson
Dec 5, 2006

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

- Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A2204045					

- The following **REQUIRED** information must be submitted with this form:

- The appropriate **FILING FEE**. See instructions for fee amounts.
- A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- Name and Address of Former Owner/Claimant(s)

Randall J Foster

- New Owner/Claimant(s)

Julia Foster Boyle

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

418 W. 900 S

City, State and ZIP Code

Victor, Idaho 83455

New Telephone Number

208 787-2813

- Date you acquired the property

12-5-1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESINSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3**.
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). If the water right(s) will not be split, skip **Item 6** and go to **Item 7**.
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at **Item 4**, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

RECEIVED

128984

DEC 05 1997

TETON CO., ID
CLERK RECORDERWARRANTY DEED, AGREEMENT
AND
FIRST RIGHT OF REFUSAL

For Value Received RANDALL J. FOSTER, a married man as his sole and separate property

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

DAVID GEORGE FOSTER and CAROLYN FOSTER, husband and wife
whose address is: P.O. BOX 193, DRIGGS, ID, 83422

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

The West 1,155 feet of the North Half of the Northeast Quarter (N1/2NE1/4) of Section 19, Township 4 North, Range 46 East Boise Meridian, Teton County, Idaho.

ALSO TOGETHER WITH A 30 FOOT EASEMENT for ingress and egress and utilities described as follows: Beginning at a point 1,155 feet East along the North Section line from the N1/4 corner of Section 19, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, the TRUE POINT OF BEGINNING; thence continuing East along the North Section line 1,485 feet more or less to the East Section line of said Section 19; thence South 30 feet; thence West 1,485 feet more or less to a point directly South of the Point of Beginning; thence North 30 feet to the Point of Beginning.

TOGETHER WITH ALL appurtenant culinary and irrigation water rights.

TOGETHER WITH a FIRST RIGHT OF REFUSAL to Grantee to purchase the above mentioned 30 foot easement if Grantor ever sells his remaining property. The purchase price will be the same per acre price as a bonified offer for the Grantor's remaining property.

FENCING AGREEMENT: If there is ever a need to build a fence between Grantor's and Grantee's property, Grantor and Grantee agree that the costs will be split 50/50. It is also agreed that Grantee may fence the above mentioned easement and it will be Grantee's responsibility to cover all expenses.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: 12-5-97

Randall J. Foster
RANDALL J. FOSTER

David George Foster
DAVID GEORGE FOSTER

Carolyn Foster
CAROLYN FOSTER

STATE OF IDAHO, COUNTY OF TETON

On this 5th day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared RANDALL J. FOSTER, DAVID GEORGE FOSTER, and CAROLYN FOSTER known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

128984

FILED

AT THE REQUEST OF

First American

30 MINUTES PAST 10 a.m.

DATE Dec. 5, 1997

Asa J. Drake

BY Nora Rigby

Notary Public of Idaho

Residing at

Commission Expires 11-15-2000

★ NOTARY PUBLIC ★

STATE OF IDAHO

Teton County

My Commission Expires 11-15-2000

128984



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.

COUNTERSIGNED
FIRST AMERICAN TITLE COMPANY

BY:

Hayes W. R.
Title Officer

First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

J 768080

ATTEST

Mark R. Arnesen

SECRETARY

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 a purchaser from the insured, or only so long as the

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 any liability or obligation to defend, prosecute, or continue

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 title as 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 to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

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

(b) When liability and the extent of loss or damage has 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 a 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 all rights and remedies which the insured claimant would have



POLICY OF TITLE INSURANCE

First American Title Insurance Company



FIRST AMERICAN TITLE COMPANY
P.O. Box 42
81 North Main Street
Driggs, ID 83422
(208) 354-2771
Fax: (208) 354-8825
Agent for:

First American Title Insurance Company



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 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, 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 rights and remedies against any person or property necessary in 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 be 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 only 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, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All 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 an 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 and 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 any 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 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 any 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.



ALTA Owner's Policy
(6/1/87)
Schedule A

SCHEDULE A

Order No. T-6044

Policy No. J - 768686

Amount of Insurance: \$40,000.00

Premium \$330.00

Date of Policy: December 5, 1997 at 10:30 a.m.

1. Name of Insured:

DAVID GEORGE FOSTER and CAROLYN FOSTER, 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:

DAVID GEORGE FOSTER and CAROLYN FOSTER, husband and wife

4. The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Teton.

SEE ATTACHED SCHEDULE C



SCHEDULE B

Order No. T-6044

Policy No. J - 768686

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; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) 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.

SECTION 2

1. A judgement issued in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Teton, recorded September 27, 1990, Recorder's No. 106647, Records of Teton County, Idaho.
2. Agreement for Electrical Service between Randall J. Foster, and Fall River Rural Electric Cooperative, Inc., recorded March 27, 1996, Recorder's No. 123358, Records of Teton County, Idaho.
3. Subject to a First Right of Refusal and a Fencing Agreement as disclosed in Warranty Deed recorded December 5, 1997, Recorder's No. 128984, records of Teton County, Idaho.

END OF SCHEDULE B



Form No. 1056-4
All Policy Forms

SCHEDULE C

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

The West 1,155 feet of the North Half of the Northeast Quarter (N1/2NE1/4) of Section 19, Township 4 North, Range 46 East Boise Meridian, Teton County, Idaho.

ALSO TOGETHER WITH A 30 FOOT EASEMENT for ingress and egress and utilities described as follows: Beginning at a point 1,155 feet East along the North Section line from the N1/4 corner of Section 19, Township 4 North, Range 46 East, Boise Meridian, Teton County, Idaho, the TRUE POINT OF BEGINNING; thence continuing East along the North Section line 1,485 feet more or less to the East Section line of said Section 19; thence South 30 feet; thence West 1,485 feet more or less to a point directly South of the Point of Beginning; thence North 30 feet to the Point of Beginning.



35 ends

First American Title Company of East Idaho

81 NORTH MAIN STREET, P.O. BOX 42 • DRIGGS, IDAHO 83422

TELEPHONE (208)354-2771

FAX (208)354-8825

David George & Carolyn Foster
P.O. Box 193
Driggs, Idaho 83422

December 17, 1997

RE: Foster/Foster

Dear Mr. & Mrs. Foster,

Enclosed please find the following documents pertaining to the above mentioned Closing:

1. Original recorded Warranty Deed Agreement and First Right of Refusal
2. Policy of Title Insurance

Thank you for allowing **FIRST AMERICAN TITLE COMPANY** to serve you in this transaction.

Sincerely,

Michelle McInelly

First American Title Co.
Michelle McInelly

Claim No. 22-4045

Document Checklist

☐ Copy License/Decree

NIA

☐ Copy Transfer

NIA

☐ Copy Licensing Field Exam

NIA

☒ Check if Ownership/Address Change is Required

yes

☒ Generate, mail and file "Evidence of Priority" letter

☒ Generate Arcview Map

NEED CHANGE OF OWNERSHIP
& WARRANTY DEED

TO DAVID FOSTER HE DIED

DAVID ~~CHAS~~ RIDS HAVE

PROPERTY JULIA BOYLE.

HUSBAND BRIAN BOYLE.

PHONE 787-2813

ADD → 418 W 313~ 2428 900 South

VICTOR

35 AC. WAS SOLD TO DAVID

Contacts Data Entry Form

Claim Number: _____

Owner Type	Full Name	Address	City	State	Zip
------------	-----------	---------	------	-------	-----

Current Owner: RANDALL FOSTER Phone No.: _____

Current Owner: _____ Phone No.: _____

Current Owner: _____ Phone No.: _____

Name connector: and _____, or _____, and/or _____.

Representing Attorney: _____ Phone No.: _____

Accompanied By: _____ Phone No.: _____

Relationship to Claimant: _____ Date of Field Exam: _____

Discussion of right origin and split history. Questions and problems.

THIS IS A STATUTORY CLAIM POB 15
 UNNAMED SPRINGS & WHICH ARE LOCATED
 IN SEC. 20. HAS BEEN THRU THE COURT
 IN SILVERSTAR VS. - RON CARLSON + VERN FOSTER
 WENT TO DO A REAL CLOSE FIELD EXAM
 COULD BE P.O.D. RANDALL SPRINGS CLAIMS FROM
 P.O.D. 1/04

POB ARE 2 UNNAMED SPRINGS RUN DOWN A
 NATURAL CHANNEL TO P.O.D. THEN DIVIDED INTO
 AN IRRIGATION DITCH. WHICH RUNS DOWN
 THE SOUTH SIDE OF THE PROPERTY FOR
 1/2 MILE.

SEE TOPOGRAPHICAL MAP ON LAST PAGE

THE CLAIMED P.O.D. IS IN ERROR. IT SHOULD BE
 SE 1/4 NE 1/4 NE 1/4 4N 46E SEC 19

.441875 TO DAVID FOSTER
 .63125 TO RANDAL FOSTER

Reviewer: _____ Date: _____

Priority Date Data Entry Form

Claim Number: _____

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: April 1 1920 Claimed Basis: Statutory

Recommended Priority Date: _____ Recommended Basis: _____

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

Statutory

Reviewer: _____

Date: _____

Water Right No(s). _____



GPS DATA:

Tag # A0009582 Location: ON FENCE

Diversion Data:

Source: UNNAMED Spring Trib to: SORENSEN CREEK

MOTOR

Make: _____ Model: _____ Hp: _____
SN: _____

PUMP

photo TAKEN IN South West DIRECTION
Make: _____ Model: _____ Disch: _____
SN: _____

NOTES:

pod ARE INCORRECT ON THIS CLAIM
pod NEEDS TO BE AMENDED. NATURAL
CHANNEL FROM Springs TO POU. THEN INTO
A MAN MADE IRRIGATION DITCH, DOWN ALONG SOUTH
SIDE OF PROPERTY. SEE TOPOGRAPHICAL MAP ON LAST PAGE

Field Exam Date: 11. 30. 05 Agent: NICK OLSON

Season of Use and Quantity Data Entry Form

Claim Number: _____

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	4/15	10/15	1.61 CFS	

Overall Diversion Rate 1.61 CFS Overall Diversion Volume _____Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

IDWR STD S.O.U. 4/15 - 10-31

Reviewer: _____

Date: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

April 29, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

RANDALL J FOSTER

402 S 200 E

DRIGGS ID 83422

RE: EVIDENCE OF PRIORITY FOR SRBA WATER RIGHT CLAIM 22-4045

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 22, the Teton River drainage. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. As the claimant, you are responsible for submitting the necessary proof to support the priority date.

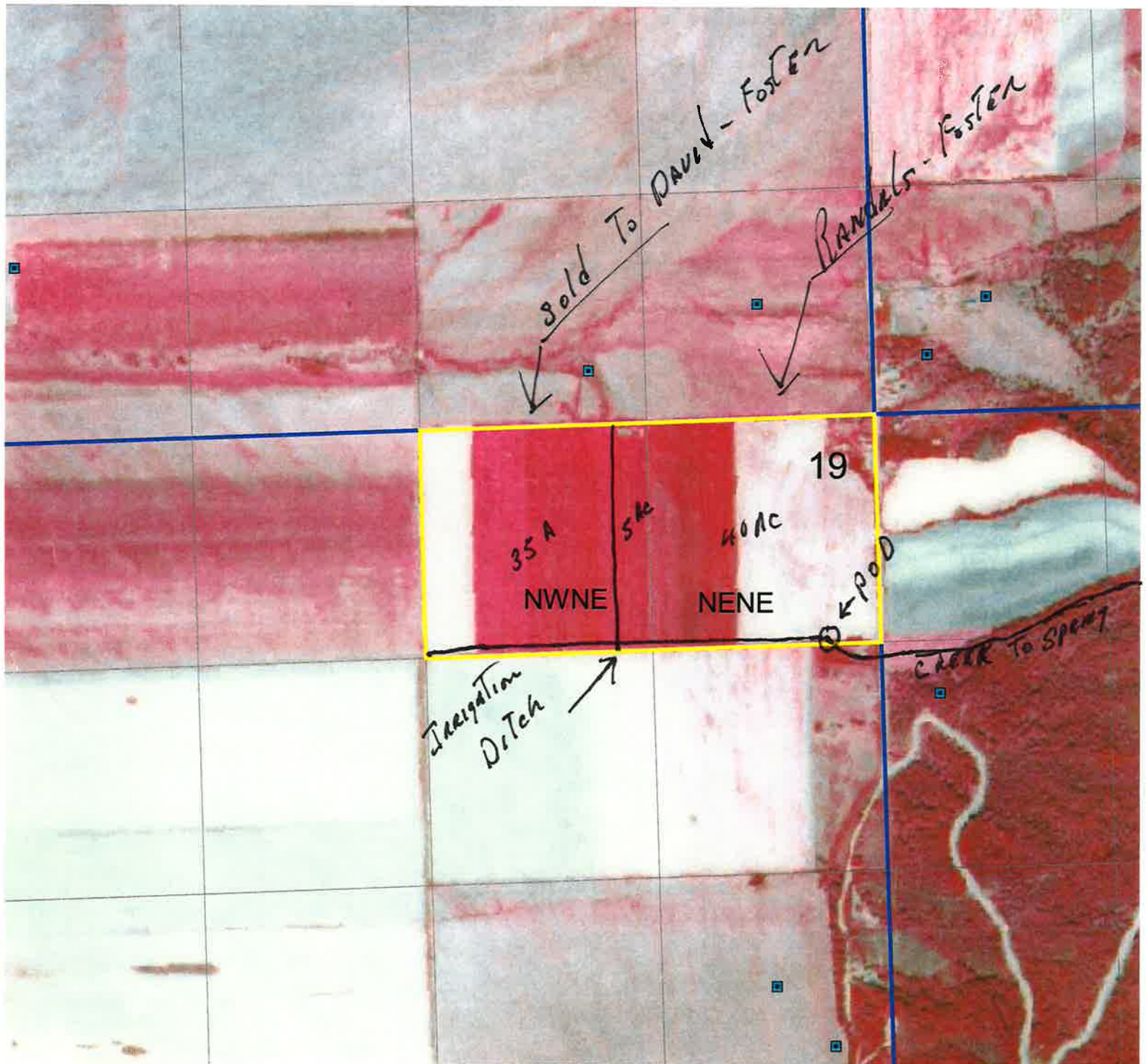
Your claim, as referenced above, claims a Priority Date of APRIL 1, 1920, from SORENSON CREEK.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence which are acceptable and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date". PLEASE READ THE ENCLOSED PAMPHLET.

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

22-4045
4N 46E





State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

DECEMBER 12, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RANDALL J FOSTER
728 S 5TH W
REXBURG ID 83440

RE: CHANGE IN OWNERSHIP FOR A22-00689, -00529B
AND -04045

Dear Mr. Foster:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed are copies of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,


Jo Thompson
Adjudication Secretary

Enclosure: Notices of Claim

~ Celebrating Our Centennial Year of Service to Idaho 1895-1995 ~

To: SB
all 424 12/11/96
RECEIVED
SEP 20 1996

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

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

1. Water Right Number(s) A 22-00689, A22-00529B, A22-04045
Adjudication Claim Number(s) _____
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 on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Vernal J. Foster
P.O. Box 116 Swan Valley, ID 83449
4. New Owner/Claimant(s) Randall J. Foster
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 728 South 5th West
City, State and ZIP Code Rexburg, Idaho 83440
New Telephone Number (208) 356-9558
5. Date you acquired the property Feb. 2, 1996
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 actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
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/Claimant(s) Randall J. Foster Date 9-17-96

Date _____
8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

May 25, 2004

Randall J. Foster
402 South 200 East
Driggs, Idaho 83422
(208) 354-8463

Idaho Dept. Water Resources
900 N. Skyline Dr., Suite A
Idaho Falls, Idaho 83402-1718

RECEIVED

MAY 26 2004

Department of Water Resources
Eastern Region

4N46E

To Whom It May Concern,

This information is provided as Evidence of Priority Date for SRBA Water Right **Claim 22-4045**. This is a Statutory Claim filed by Vernal J. Foster on November 17, 1980. An April 1, 1920 priority date was given to the claim. The Claim to Water Right is enclosed. I inherited the property from Vernal J. Foster and ownership of the claim was changed on 12/12/1996. In December of 1997, I sold the west 35 acres of the described place of use to David G. Foster. He is deceased and I am not aware of the current owner or if they have changed the ownership of their share of this water right but it should have no bearing on the priority date of claim 22-4045.

The beneficial use of this claim is for irrigation and stock water use for the water from two seasonal springs. The flow from these springs is dependent on snow pack and ground moisture content. The flow rate varies from year to year. They are unnamed springs which are tributaries to Sorensen Creek. Two maps are included. One map shows the location of the springs and ditch leading to the place of use of the water. The second map is a topographical map showing that prior to any diversions of the water, the springs were tributaries to Sorensen Creek. An onsite study will reveal that there are not now or ever have been any natural or man made diversions from the springs to the place of use of the water right. Once the water reaches the place of use, it is diverted into a ditch taking the water along the South boundary of the place of use. It has historically been used to flood irrigate the property. Any wastewater or overflow goes into the Sorensen Creek drainage.

I am enclosing copies of court records adjudicating the water rights of Sorensen Creek and Crandall Springs. I am submitting this as proof that the place of use of Water Right No. 22-4045 was being used for agricultural purposes prior to 1920. Although I have no legal proof that my predecessors dug the ditch running on the south border of the 80-acre place of use, it is logical to assume that they dug the ditch for additional water to irrigate their property. It would be foolish to allow the water to run through the middle of the property into the Sorensen Creek drainage when no one had filed a claim on the water from these two springs.

Although maps and documents are used to establish water rights, an on-sight study of the water claimed in water right No. 22-4045 would verify the validity of this water right. I would be readily available to assist in an on-sight study and answer any questions you may have. If you require further information, please contact me at the above referenced address/phone number.

Respectfully yours,

Randall J. Foster

Randall J. Foster

RECEIVED

MAY 26 2004

Department of Water Resources
Eastern Region

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Eastern Region

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

NOVEMBER 17, 1980

VERNAL FOSTER
SWAN VALLEY

ID 83449

RE: Claim No. 22-4045

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,



RONALD D. CARLSON *by kw*
Eastern Region Supervisor

Enclosure

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Vernal Foster

(Name of Claimant)

483-2072

Swan Valley, Idaho

83449

(Zip Code)

Telephone No.

354-2425

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) April 1, 1920

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Unnamed Spring tributary to Sorensen Creek

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	<u>1 cfs</u>	Use	<u>Irrigation</u>	Period of Use From <u>April 1</u>	To <u>October 1</u>
Quantity	<u>.01 cfs</u>	Use	<u>Stockwater</u>	Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity	_____	Use	_____	Period of Use From _____	To _____
Quantity	_____	Use	_____	Period of Use From _____	To _____
Quantity	_____	Use	_____	Period of Use From _____	To _____

- (4) 1.01 cfs TOTAL QUANTITY USED.
(cfs, gpd, AFA)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

SE ¼ NW ¼, Sec. 20 Twp. 4N Rge. 46E B.M., County of Teton

Additional points of diversion:

- B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system, and give the date of the change. Ditch approximately one-half mile long.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

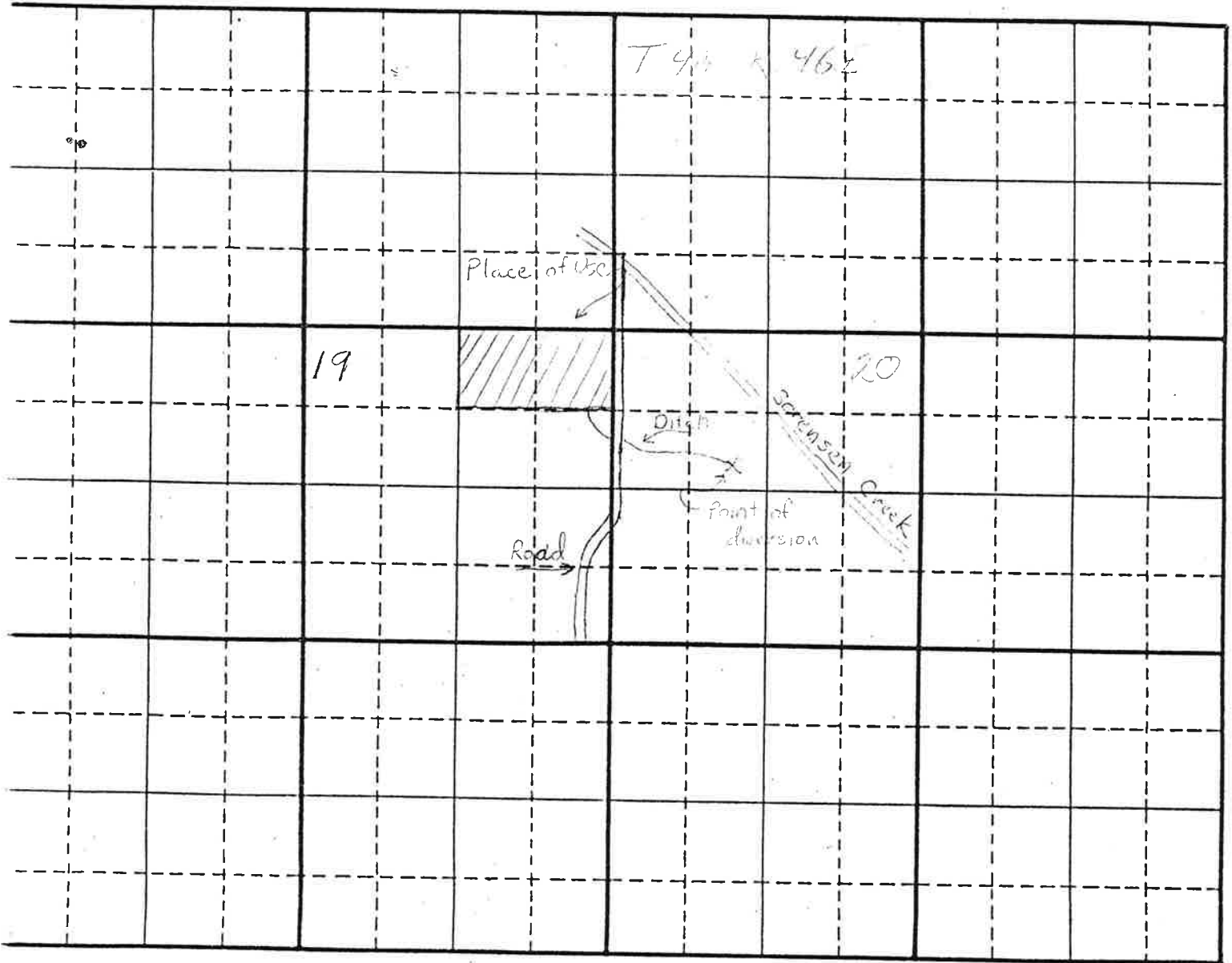
No. of acres 80

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Water used for stock water, approximately 100 head of range cattle.

NOTE: Include here the type and number of stock watered: 100 head, range cattle

- (7) If you are claiming water as a member of an organization, list name of organization:

(8) Remarks _____



scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)

) ss.

County of Teton)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 9th day of October, 19 80.

(seal)

Earl G. Sewel, Notary Public

My Commission Expires May 1, 1981

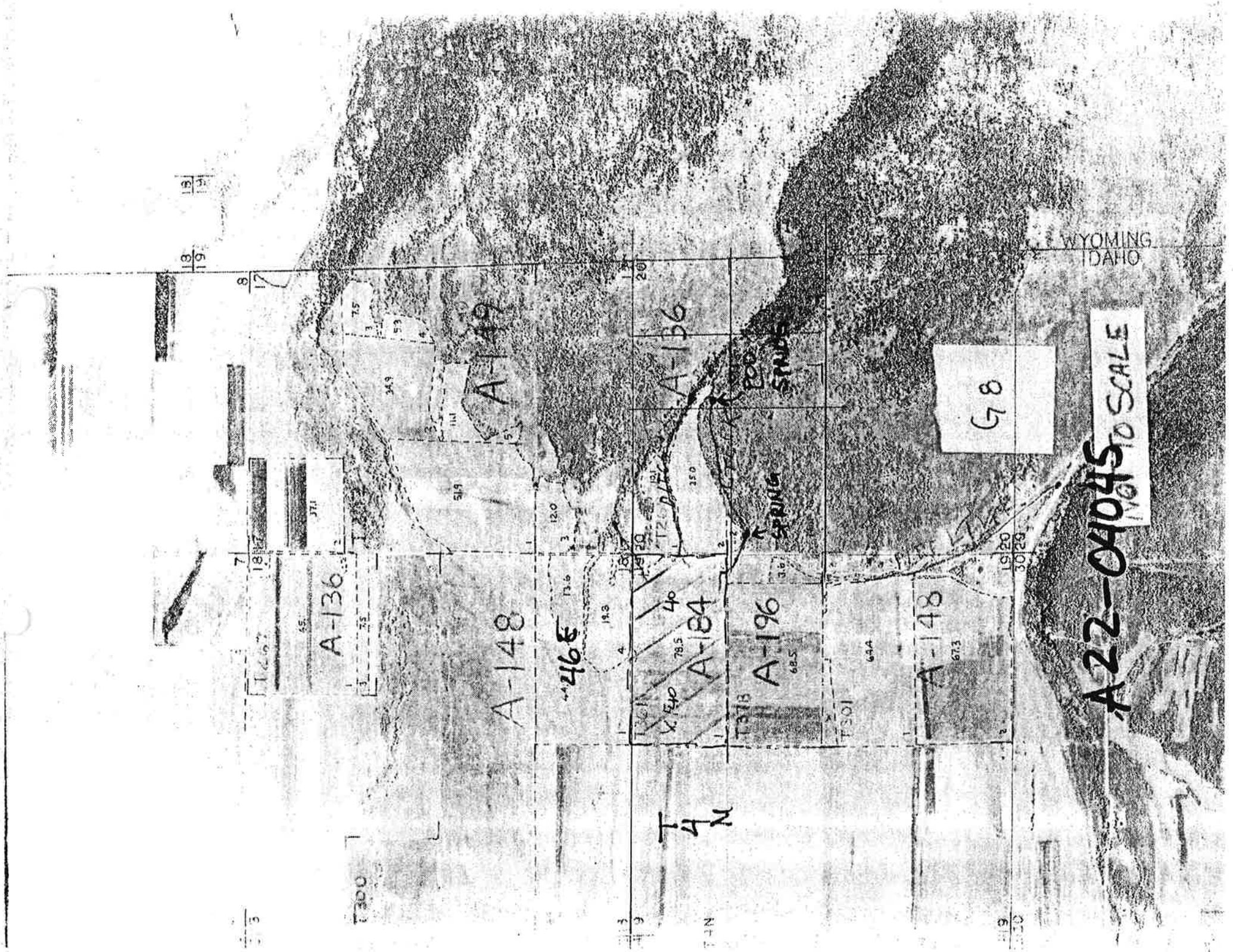
My commission expires _____

Vernal Foster
(Claimant) Vernal Foster

Jim Dimes
Notary Public
Residing at Driggs

FOR DEPARTMENT USE ONLY

Received by kw Date 10/16/80 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by H.W.J. Date 10-16-80
\$20.00 fee received by kw Date 10/20/80 #16047
Published in Teton Valley News
Dates 10/30 & 11/06/80

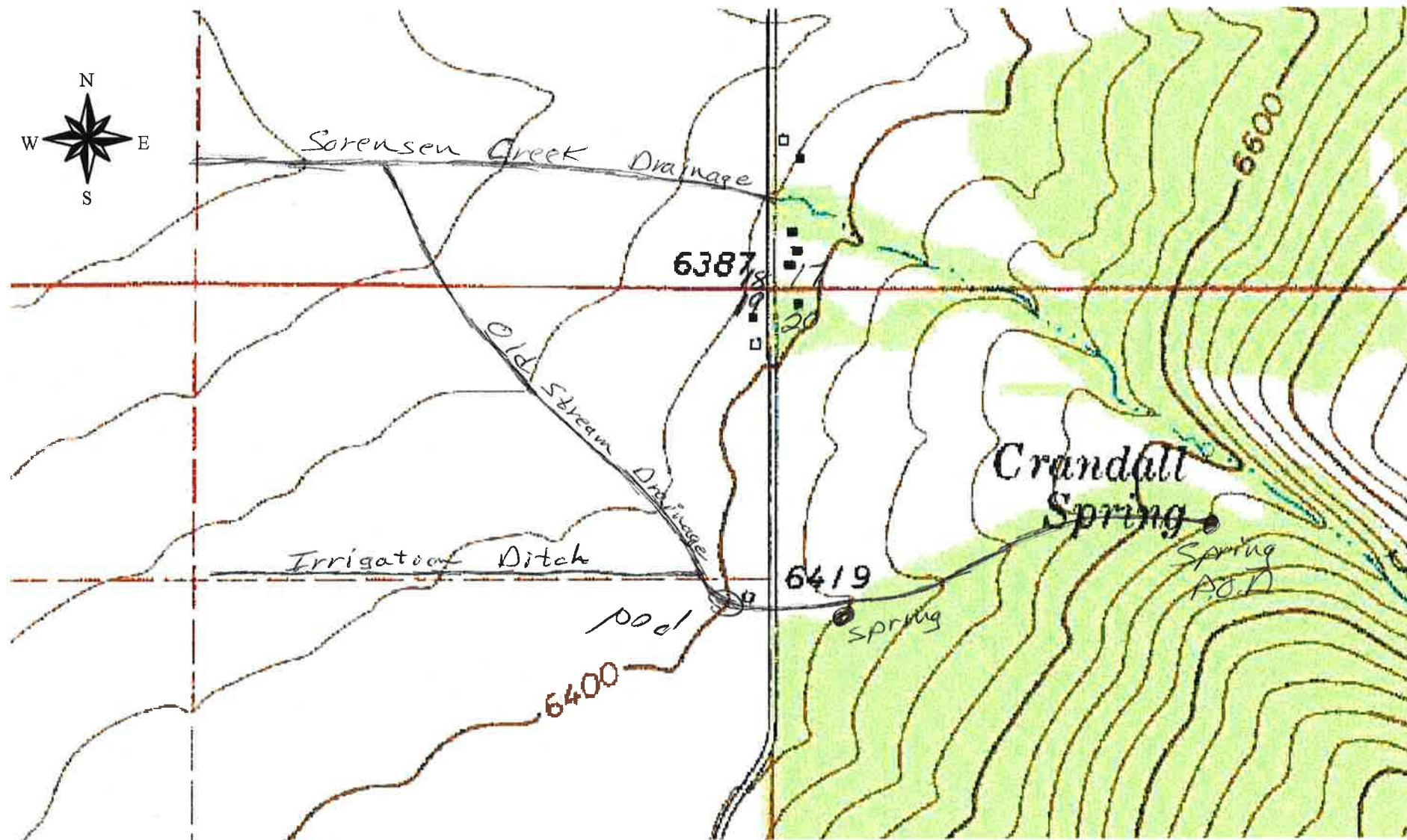


68

WYOMING
IDAHO

A22-04045
NOT TO SCALE

Randall Foster



0.5

0

0.5 Miles

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 22-4045
Date Received: 10/5/1988
Receipt No: E002928
Received By:

AMENDED

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RANDALL J FOSTER Phone: (208)354-8463
402 S 200 E
DRIGGS ID USA 83422

2. Date of Priority: 04/01/1920

3. Source: SPRING , SPRING Trib. to: SORENSEN CREEK , SORENSEN CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	46E	20	NW SW NW	TETON	
04N	46E	20	SW NW NE	TETON	

5. Description of diverting works:

HEADWORKS IN SPRING TO DITCH FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	1.6	
STOCKWATER	01/01	12/31	0.01	

7. Total Quantity Appropriated is:
1.61 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
----------	-------	---------	----------------	-----	-------

22-4045

04/23/2002

1

*Sent for Signature
4/23/02
PBR*

*← Problem?
1 POD*

*Part of this RT. has been
SOLD 7/1999 - W 35AC OF NWNE
Sec 19,
To: David G. Foster*

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: A22-04045
Date Received: 10/ 5/1988
Receipt No: E002928
Received By:

COPY FOR YOUR FILES	NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW	COPY FOR YOUR FILES
1. Name: RANDALL J FOSTER Address: 728 S 5TH W REXBURG ID	83440	208-356-9558
2. Date of Priority: APR 1, 1920		
3. Source: SPRING Trib. to: SORENSEN CREEK		
4. Point of Diversion:		
Township 04N	Range 46E	Section 20
	1/4 of SW	1/4 of NW
		1/4 of NE
		Lot NW
		County TETON
5. Description of diverting works: HEADWORKS IN SPRING TO DITCH FOR FLOOD IRRIGATION		
6. Water is used for the following purposes:		
Purpose	From	To
IRRIGATION	04/15	10/15
STOCKWATER	01/01	12/31
	C.F.S.	(or) A.F.A.
	1.000	
	0.010	
7. Total Quantity Appropriated is: 1.010 C.F.S. (and/or) A.F.A.		
8. Total consumptive use is 160.0 Acre Feet Per Annum.		
9. Non-irrigation uses: S/100 RANGE.		
10. Place of Use:		
Township 04N	Range 46E	Section 19
	1/4 of NE	1/4 of NE
		Lot NE
		Use IRR
		Acres 40.0
		STOCK
A22-04045	Page 1	Date: 12/12/96

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	46E	19	NW	NE		IRR	40.0
			NW	NE		STOCK	
						Section Acres	80.0
						Total Acres	80.0

11. Place of use in counties: TETON

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

13. Other Water Rights Used:
FOX CREEK IRRIGATION CANAL RTS.

14. Remarks:
TWO SPRINGS EMPTY INTO DITCH. HAS BEEN IN PLACE SINCE PRIORITY
DATE CLAIMED.
___CHANGED OWNERSHIP 12/12/96/JT/SB

15. Basis of Claim: STATUTORY CLAIM

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: A22-04045
Date Received: 9/19/1988
Receipt No: E002928
Received By: ES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: VERNAL FOSTER 208-483-2072
Address: BOX 116
SWAN VALLEY, ID 83449

2. Date of Priority: APR 01, 1920

3. Source: SPRING Trib. to: SORENSEN CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	46E	20	SW	NW	NE		TETON
			NW	SW	NW		TETON

5. Description of diverting works:
HEADWORKS IN SPRING TO DITCH FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	1.000		
STOCKWATER	01/01	12/31	0.010		

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

8. Total consumptive use is 160.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/100 RANGE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	46E	19	NE	NE		IRR	40.0

A22-04045

Page 1

Date: 09/19/88

MICROFILMED
OCT 29 1992



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	46E	19	NE	NE		STOCK	
			NW	NE		IRR	40.0
			NW	NE		STOCK	
					Section Acres		80.0
					Total Acres		80.0

11. Place of use in counties: TETON

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

13. Other Water Rights Used:
FOX CREEK IRRIGATION CANAL RTS.

14. Remarks:
TWO SPRINGS EMPTY INTO DITCH. HAS BEEN IN PLACE SINCE PRIORITY
DATE CLAIMED.

15. Basis of Claim: STATUTORY CLAIM

MICROFILMED
OCT 29 1992

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: 1

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): Norval Foster Date: 9-19-88
_____ Date: _____

State of Idaho)
County of Booneville) SS.

Subscribed and sworn (or affirmed) before me this 19 day
of September 19 88

[Signature]
Notary Public

Seal

Residing at Idaho Falls, ID.
My Commission Expires 22 Aug. 1994

