

03/28/2005

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

RIGHT NUMBER: 27-14D
NAME AND ADDRESS: ROBERT E REID
911 REID RD
FIRTH ID 83236

CHRISTY J REID
911 REID RD
FIRTH ID 83236

SOURCE: BLACKFOOT RIVER TRIBUTARY: SNAKE RIVER
QUANTITY: 1.330 CFS
PRIORITY DATE: 08/01/1871
POINT OF DIVERSION:

T02S R37E S11 NWNWSW Within BINGHAM County
T02S R37E S11 NWSW is unsurveyed, nonfederal land.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	1.330 CFS

PLACE OF USE:

<u>IRRIGATION Within BINGHAM County</u>					
T02S R37E S10	NENW	40.0	T02S R37E S10	NWNW	40.0
T02S R37E S10	SWNW	30.0	T02S R37E S10	SENW	28.0
T02S R37E S10	NWSW	14.0	T02S R37E S10 Lot 4	SWSW	15.0
T02S R37E S10	SESW	7.9	T02S R37E S15	NWNW	5.5
T02S R37E S16	NENE	17.0	T02S R37E S16 Lot 1	NWNE	32.0

229.4 ACRES TOTAL

T02S R37E S10 SESW, S15 NWNW and S16 NENE is unsurveyed,
nonfederal land

This right is limited to the irrigation of 66.5 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: Decreed

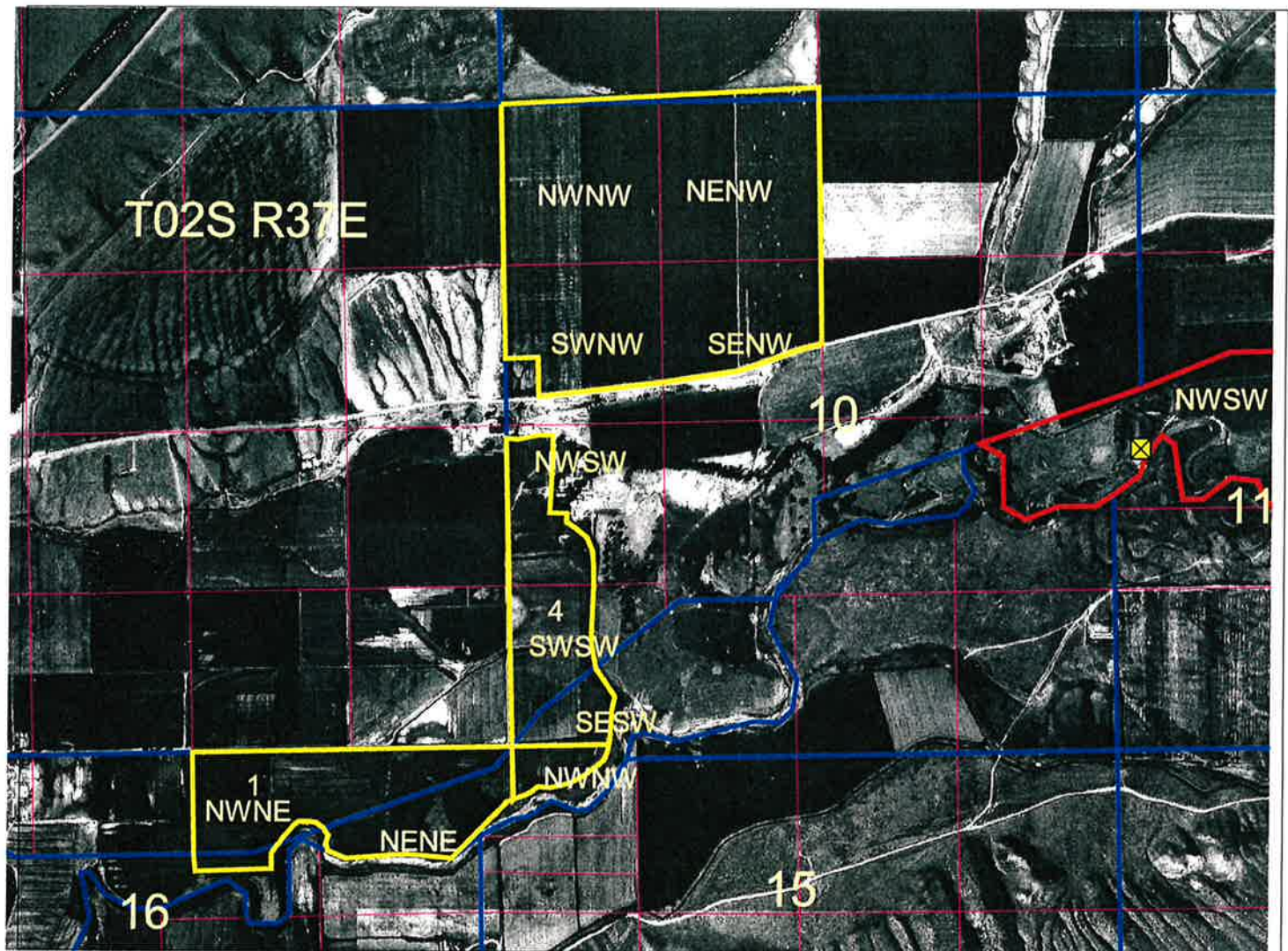
Use of this right is combined with water from Eastern Idaho Water Company.

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

Water is delivered through the Just Ditch.

Idaho Department of Water Resources

Claim No.: 27-14D, 27-21D, 27-10667
27-10943, 27-12068



0 1320 2640 3960 5280 Feet

- ☒ Point of diversion.shp
- Place of use.shp
- Township/Range
- Sections
- QQ



1992 DOQQ Photography
Prepared by: Ernest Carlsen
Date Prepared: March 2005

PROFILED

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 27-14D V1

WATER RIGHT NUMBER: 27-14D V1

<u>Owner Type</u>	<u>Name and Address</u>
Security Interest	THE BANK OF COMMERCE 1730 W BROADWAY PO BOX 1887 IDAHO FALLS, ID 83403
Original Owner	N A JUST , ID
Original Owner	EMMA JUST , ID
Current Owner	ROBERT E REID 911 REID RD FIRTH, ID 83236 (208)785-2062
Current Owner	CHRISTY J REID 911 REID RD FIRTH, ID 83236 (208)785-2062

Priority Date: 08/01/1871

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BLACKFOOT RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	1.330 CFS	
	<u>Total Diversion:</u>	1.330 CFS	

Location of Point(s) of Diversion

BLACKFOOT RIVER NW1/4NW1/4SW1/4 Sec. 11, Twp 02S, Rge 37E, B.M.
BINGHAM County

Place of Use

IRRIGATION

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 27-14D V1

Total Acres: 229.4

Conditions of Approval:

1. F01 Water is delivered through the Just Ditch.
2. C18 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.
3. T02S R37E S11 NWSW is unsurveyed, nonfederal land.
4. K06 This right is limited to the irrigation of 66.5 acres within the place of use described above in a single irrigation season.
5. T02S R37E S10 SESW, S15 NWNW and S16 NENE is unsurveyed, nonfederal land
6. Use of this right is combined with water from Eastern Idaho Water Company.

Remarks:

Comments:

SubCase:

SubCase Number: 27-14D

Class: 1

SF5 Filed Date:

Special Master Recom Signed Date:

Attorney Assigned:

Adjudication Agent: ecarlsen

Basis of Claim: Decreed

Date Filed: 3/10/2006 Objection Status: Active

Date Filed: 3/8/2006 Objection Status: Active

Date Filed: 4/27/2006 Objection Status: Active

Date Filed: 3/8/2006 Objection Status: Active

Water Supply Bank:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 02 2007
Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right

**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

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

1. Water Right No(s): 27-14A, 27-28A, 27-29B, 27-14D, 27-12068, 27-10943, 27-21D and 27-10667
PD PD AS AS AS AS AS AS
2. The following **REQUIRED** information must be submitted with this form:

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

B) A **FEE** of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest:

The Bank of Commerce
c/o Western AgCredit, FLCA
406 W. South Jordan Parkway, Suite #500
P.O. Box 95850
South Jordan, UT 84095-0850.

4. Name of Water Right Owner/Claimant(s):

ROBERT E. REID and CHRISTY J. REID

5. Expiration Date of Notification Period: March 1, 2027

6. Is this a Renewal of Request for Notification () YES (X) NO

The Bank of Commerce
By: Western AgCredit, FLCA, Servicing Agent

7. Signature(s) (and title if applicable): By: [Signature]
David G. Brown
Vice President - Credit Services

DE DONE
CM 4-27-07

For Office Use Only

Received by _____
Receipted by gc
Processed by _____

Date _____
Date 4-3-07
Date _____

Fee \$ 200 -
Receipt No. EO 32743
WR _____ Date _____

PROFILED

SCANNED
MAY 11 2007

PEDIGREE**PRIORITY DATE** 07/01/1870

27-00014A (D) recommended as 27-00014B, C, D

27-00014 (WR) 27-00014B

27-00014C

27-00014D

Water right #

27-00014

to adjudication claim #

27-00014A

27-00014B

27-00014C

27-00014D Disallowed recommended as 27-00014B, C, D

Notes

11/1/04 1130pm Robert Reid had an appointment with me in Soda Springs. He purchased Steve Lyons' property in March of this year, he may withdraw the Steve Lyons' claims to this water. He is going to do some research and get back to me on it.

11/13/04 added an installment land sales agreement between Vincent Reid & Robert Reid. Which conveyed water that Vincent purchased. CO.

SCANNED

DEC 29 2005

PROFILED

INSTALLMENT LAND SALE CONTRACT

THIS AGREEMENT, Made and entered into this 7th day of April, 1983, by and between VINCENT REID and GWEN REID, husband and wife, of Route 1, Box 218, Firth, Idaho 83236, hereinafter referred to as "Vendors", and ROBERT E. REID and CHRISTY REID, husband and wife, of Route 1, Box 219, Firth, Idaho 83236, hereinafter referred to as "Purchasers".

WITNESSETH:

SECTION I. PROPERTY: The Vendors, in consideration of the covenants and agreements on the part of the Purchasers to be kept and performed as hereinafter set forth, do hereby agree to sell and convey unto the Purchasers, and the Purchasers hereby agree to buy, all of that certain parcel of land, together with improvements situate thereon, being in the County of Bingham, State of Idaho, and more particularly described on the attached Exhibit "A", which by this reference is made a part hereof.

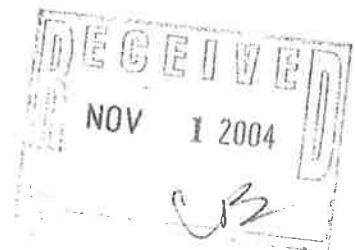
SECTION II. PURCHASE PRICE: The Purchasers agree to pay to the Vendors as the purchase price for the above-described real property and appurtenances the sum of ONE-HUNDRED-SEVENTY-THOUSAND-NINE-HUNDRED-TEN AND NO/100 DOLLARS (\$170,910.00), as follows:

The sum of \$27,000.00 as downpayment, the receipt of which is hereby acknowledged in the form of rent applied to a purchase option.

The remaining balance, the sum of \$143,910.00, with interest at the rate of eight percent (8%) per annum from date hereof, in annual amortized installments as follows:

\$14,625.00, including principal and interest, on April 15, 1983, and a like sum of \$14,625.00 on the 15th day of April of each and every year thereafter until such time as the remaining balance, including accrued interest, shall have been paid in full. Each installment payment shall be applied first to interest and the balance to the reduction of principal.

Prepayments are not permitted under this Contract without the prior written consent of the Vendors.



SECTION III. POSSESSION: The Vendors have surrendered possession to the Purchasers. The Purchasers agree to possess, maintain and preserve the real and personal property in good order and repair during the term of this Agreement. All buildings, improvements and fixtures which may be placed upon said property by the Purchasers shall be and remain a part of the realty and shall not be considered as personalty, and should Purchasers default hereunder, the same shall revert to and re-invest in the Vendors. The Purchasers further agree not to commit waste upon said premises or to suffer waste to be committed thereon by others during said term. The Purchasers shall be entitled to the quiet and peaceful possession thereof for so long as they shall not be in default under the terms and conditions of this Agreement. Title to the real property described in this Contract is retained by Vendors, and shall remain in the Vendors, and no legal or equitable title to the same or any part thereof shall pass to the Purchasers until Purchasers have fully performed all of the terms, covenants and conditions of this Contract.

SECTION IV. TAXES AND ASSESSMENTS: The taxes and assessments levied on the above-described property shall be prorated as of January 1, 1982. The Vendors shall pay all taxes and assessments levied upon the property hereinabove described prior to that date and the Purchasers shall pay all subsequent taxes and assessments levied upon the property hereinabove described before the same become delinquent.

SECTION V. CAVEAT: PURCHASERS ACKNOWLEDGE AND AGREE THAT THEY HAVE BEEN INFORMED AND UNDERSTAND THAT VENDORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, TO PURCHASERS, EXCEPT AS TO TITLE CONTAINED IN THE TITLE CLAUSE IN THIS CONTRACT.

Purchasers acknowledge that Vendors and Vendors' agents have made no representations of any material fact concerning the real property described in this Contract; that Purchasers have made a thorough independent examination and inspection of the said property

and are relying solely upon their own examination and inspection thereon; and that Purchasers are acquiring the property "as is". Purchasers further acknowledge that Vendors have made no representations or warranties as to whether or not the boundary lines of said property are accurate, nor any representation as to the number of acres or number of square feet or frontage contained in the legal description of the property described in this Contract. Purchasers acknowledge further that they have been informed and understand that the property described in this Contract has not been surveyed and that Vendors are not responsible or liable to obtain or provide a survey of said property. Purchasers have been provided a legal description of the property which is the same description as that used in this Contract. Purchasers have had adequate opportunity to examine and inspect the boundaries of said property and have made their own determination as to acreage, square footage and/or frontage, and whether the fence lines and boundaries are accurate and are purchasing the said property in reliance upon their own determination thereof and regardless whether or not said fence lines and boundaries are accurate.

SECTION VI. INSURANCE: The Purchasers agree that they will cause all of the insurable improvements on the real property described in this Contract to be insured against loss by fire and other hazards, casualties, contingencies and risks embraced within the term "extended coverage", and in an amount not less than their full insurable value. Said policy shall include an endorsement or endorsements insuring all of the parties to this Contract and all who may have an insurable interest in said improvements as their interest may appear under the terms of this Contract. The said policy of insurance and all of the receipts for payments of premiums for said policy shall be timely delivered to Vendors. Purchasers shall promptly pay all premiums upon said insurance policy.

SECTION VII. TITLE EVIDENCE: Upon receiving the payments as hereinafter provided for, the Vendors agree to furnish to the

Purchasers an Owners Title Insurance Policy at the time of the final payment, insuring the Purchasers a fee simple title, subject only to those things aforementioned and the usual printed exceptions of title insurance companies.

SECTION VIII. ENCUMBRANCES: The Vendors hereby disclose to the Purchasers that the real property, which is the subject to this agreement, is currently encumbered by various Mortgages in favor of The Federal Land Bank Association of Spokane. It is agreed that the Purchasers herein do not assume said obligations and that the Vendors herein agree to pay said obligations according to the terms thereof and to hold Purchasers harmless from any default on account thereof.

The Vendors warrant that the unpaid balance of the various Federal Land Bank Mortgages do not exceed the unpaid balance of this Contract. It is hereby agreed that in the event Vendors fail to keep said mortgage payments current, the Purchasers herein may apply payments as called for in this agreement on said Mortgages and receive credit for such payments on the installments required hereunder. At no time shall Vendors allow the unpaid balance of said Mortgages to exceed the unpaid balance of this agreement.

SECTION IX. CONVEYANCE OF TITLE: Conveyance of title to the property hereinabove described shall be by and through a good and sufficient Warranty Deed, conveying a fee simple marketable title, free and clear of all liens and encumbrances excepting those assumed by the Purchasers hereunder or those herein set forth, or any other suffered, created or incurred by the Purchasers. Delivery of the Warranty Deed shall be upon the full performance of the obligations of the Purchasers.

SECTION X. NOTICE: Vendors and Purchasers agree to execute and deliver to the closing agent for recordation a Notice of Installment Land Sale Contract in the form attached hereto as Exhibit "B".

SECTION XI. DUE ON SALE CLAUSE: If all or any part of the property, or an interest therein, is sold, assigned, leased or transferred by Purchasers without Vendors' written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Contract, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or descent, Vendors may, at Vendors' option, declare all the sums secured by this Contract to be immediately due and payable. Vendors shall have waived such option to accelerate if, prior to the sale or transfer, Vendors and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Vendors and that the interest payable on the sums secured by this Contract shall be at such rate as Vendors shall request. If Vendors have waived the option to accelerate provided, and if Purchasers' successor in interest has executed in written assumption agreement accepted in writing by Vendors, Vendors shall release Purchasers from all obligations under this Contract. If Vendors exercises such option to accelerate, Vendors shall mail Purchasers Notice of acceleration. Such Notice shall provide a period of not less than thirty (30) days from the date the Notice is mailed within which Purchasers may pay the sums declared due. If Purchasers fail to pay such sums prior to the expiration of such period, Vendors may, without further Notice or demand on Purchasers, invoke any remedies permitted herein.

SECTION XII. DEFAULT: Time and the faithful performance of this Contract by the Purchasers is hereby declared to be of the essence, and in the event Purchasers shall default in the performance of the terms of this Agreement, Vendors may cause a Notice in writing to be given to Purchasers, specifying the manner in which said default occurred.

The Notice shall be served upon Purchasers by depositing the same in any United States Post Office, addressed to Purchasers at the following address:

Robert E. Reid and Christie Reid
Route 1, Box 219
Firth, Idaho 83236

or at such other address as Purchasers shall request in writing, certified mail, postage prepaid, and such Notice shall be deemed served upon it being deposited in the Post Office as aforesaid. If Purchasers shall fail to cure such default within one-hundred-twenty (120) days after the service of such Notice as aforesaid, then Vendors may elect to:

A. Declare the entire unpaid balance on the Contract, including principal, interest, taxes, assessments, attorney's fees and any other sums owing to Vendors, to be immediately due and owing, and

B. Elect to either:

1. Bring suit to establish the balance owing hereunder as the debt due by Purchasers to Vendors and to foreclose this Contract as a real estate mortgage, clearing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, however, excluding the right to a deficiency judgment; no Notice to Purchasers of election to pursue this remedy is required prior to suit other than that set forth hereinabove, or

2. Declare this Contract to be terminated due to said default. In that event, this Contract shall be immediately terminated and Purchasers shall forfeit all right to said premises, and all payments made hereon shall be retained by Vendors as liquidated damages for the breach of this Contract. In that event, Purchasers agree to immediately surrender possession of the premises and to any improvements made thereon. If notice of election of this remedy

is not given in the Notice of Default, than an additional certified mail notice of election to terminate the Contract shall be given and Purchasers agree to immediately vacate the premises upon receipt of the notice.

C. Pursue any other remedy in law or equity to enforce the performance of this Contract or to recover damages for breach thereof.

SECTION XIII. FINAL EXPRESSION: This agreement shall supersede any and all other agreements, written or oral, between the parties concerning the matter hereof, and no modification hereof shall be valid unless in writing, executed by all parties hereto.

SECTION XIV. HEIRS AND ASSIGNS: All of the covenants and agreements herein contained shall extend to and be obligatory upon all of the heirs, executors and administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the date herein written.

VENDORS

Vincent Reid
Vincent Reid

Gwen Reid
Gwen Reid

PURCHASERS

Robert E. Reid
Robert E. Reid

Christie Reid
Christie Reid

STATE OF IDAHO)
) ss.
County of Bingham)

On this 27th day of April, 1983, before me, a Notary Public in and for said State, personally appeared VINCENT REID and GWEN REID, husband and wife, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

(SEAL)


Notary Public for State of Idaho
Residing at: Blackfoot, Idaho

STATE OF IDAHO)
) ss.
County of Bingham)

On this 27th day of April, 1983, before me, a Notary Public in and for said State, personally appeared ROBERT E. REID and CHRISTIE REID, husband and wife, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

(SEAL)


Notary Public for State of Idaho
Residing at: Blackfoot, Idaho

Township 2 South, Range 37 E.B.M., Bingham County, Idaho

Section 10: N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying N. of a County Road.

Sections 10, 15 and 16: Beginning at the NW corner of Lot 1 in Section 16, thence E. to the SE corner of Section 9, Township and Range aforesaid; thence N. along the W. line of Section 10 to the NW corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10; thence E. to the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10; thence S. 1030 feet; thence W. 584 feet; thence S. 2,270 feet; thence S. 50° E. to the N. side of the Blackfoot River; thence in a Westerly direction following the meanderings of said Blackfoot River to a point where the N. bank of said river intersects with the W. boundary of Lot 1 in said Section 16; thence N. to the place of beginning.
EXCEPTING THEREFROM: Beginning at a point which is S. 1,030 feet and W. 584 feet from the NE corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10; and running thence S. to a point on the South fence line of existing corrals; thence W. at right angles to the East side of a private road; thence N. along the East side of the private road to a point due W. of the point of beginning; thence E. to the point of beginning.
TOGETHER WITH all riparian rights appurtenant thereto.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including 50 inches of the Alvin and Chick Just Purchase of the N.A. Just Decree 1871; 66 $\frac{2}{3}$ inches of the N.A. Just Decree 1871; 33 $\frac{1}{3}$ interest of the N.A. Just Decree 1871; (1 share of the Eastern Idaho Water Company) 44.5 inches of that purchase from Berkley Larsen in 1960 of the Shoemaker Decree 1879.

1.00 cfs. (27-23)-27-10943

1.33 cfs. - 27-140

0.32 cfs. 27-210

0.57 cfs. 27-10667

EXCEPTING THEREFROM AND RESERVING UNTO THE GRANTORS, THEIR SUCCESSORS AND ASSIGNS FOREVER, all mineral and mineral rights of every kind and character now known to exist or hereafter be discovered, located on this land, including, without limiting the generality of the foregoing, coal, oil, geothermal and gas rights thereto.

SUBJECT TO Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments.

SCANNED

JUL 13 2001

Log for claim 27-00014D

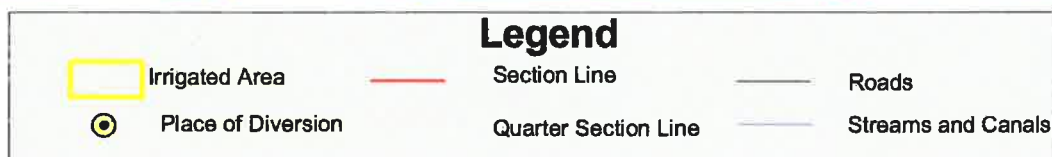
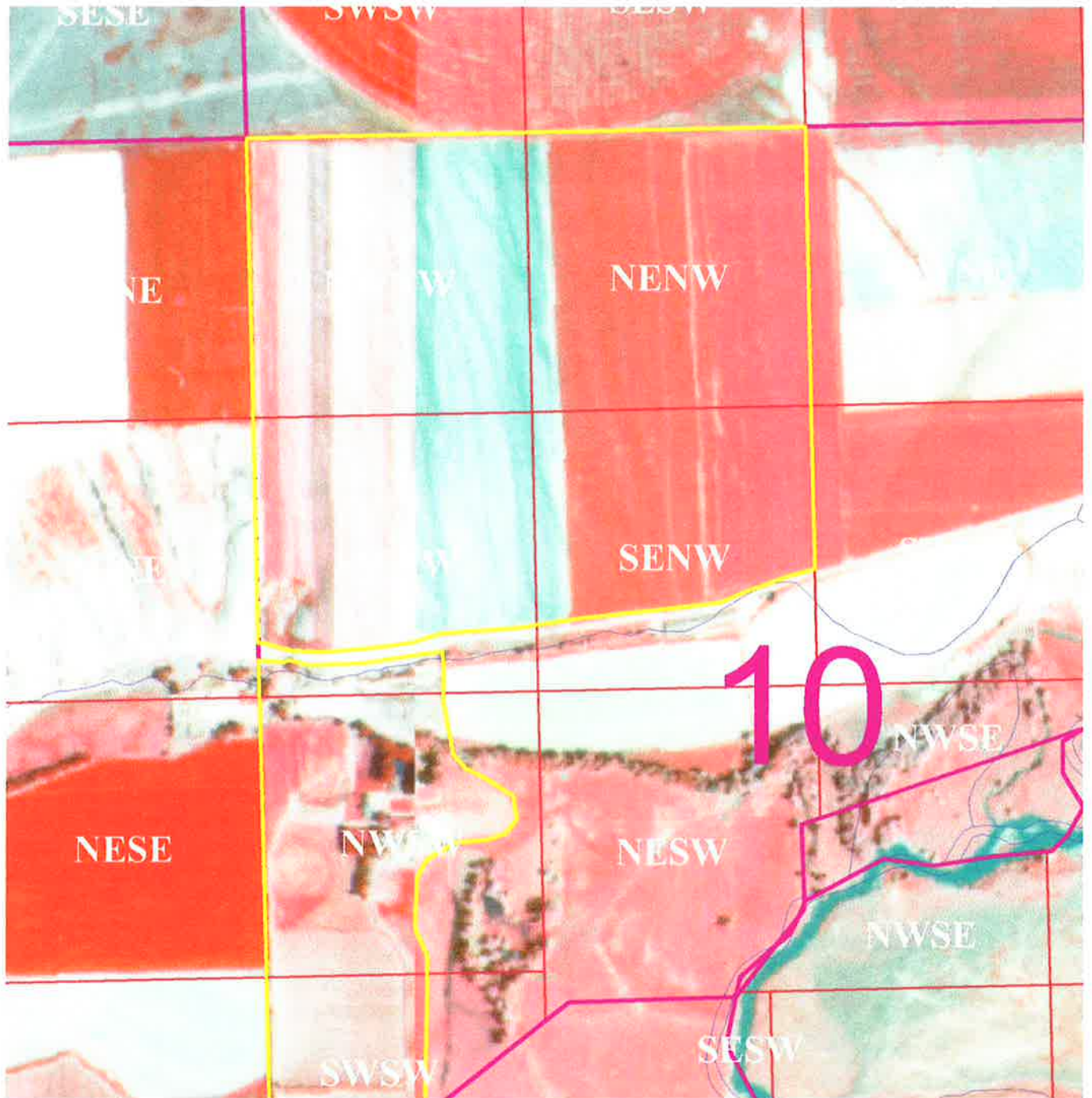
Spatial Dynamics LTD

11/8/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s37e	10	NENW	40	40	
02s37e	10	NWNW	40	40	
02s37e	10	SWNW	32	35	
02s37e	10	SEnw	27	28	
02s37e	10	NWSW	12	27	Indiscernible
02s37e	10	SWSW	10	16	Indiscernible
02s37e	16	NENE	30	40	NWNW qq sec.15 acreage included, since no GCD
02s37e	16	NWNE	16	32	
Totals:			207	258	

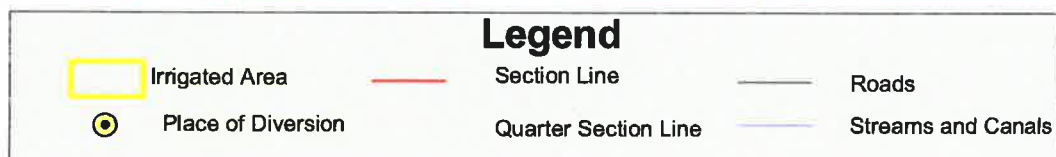
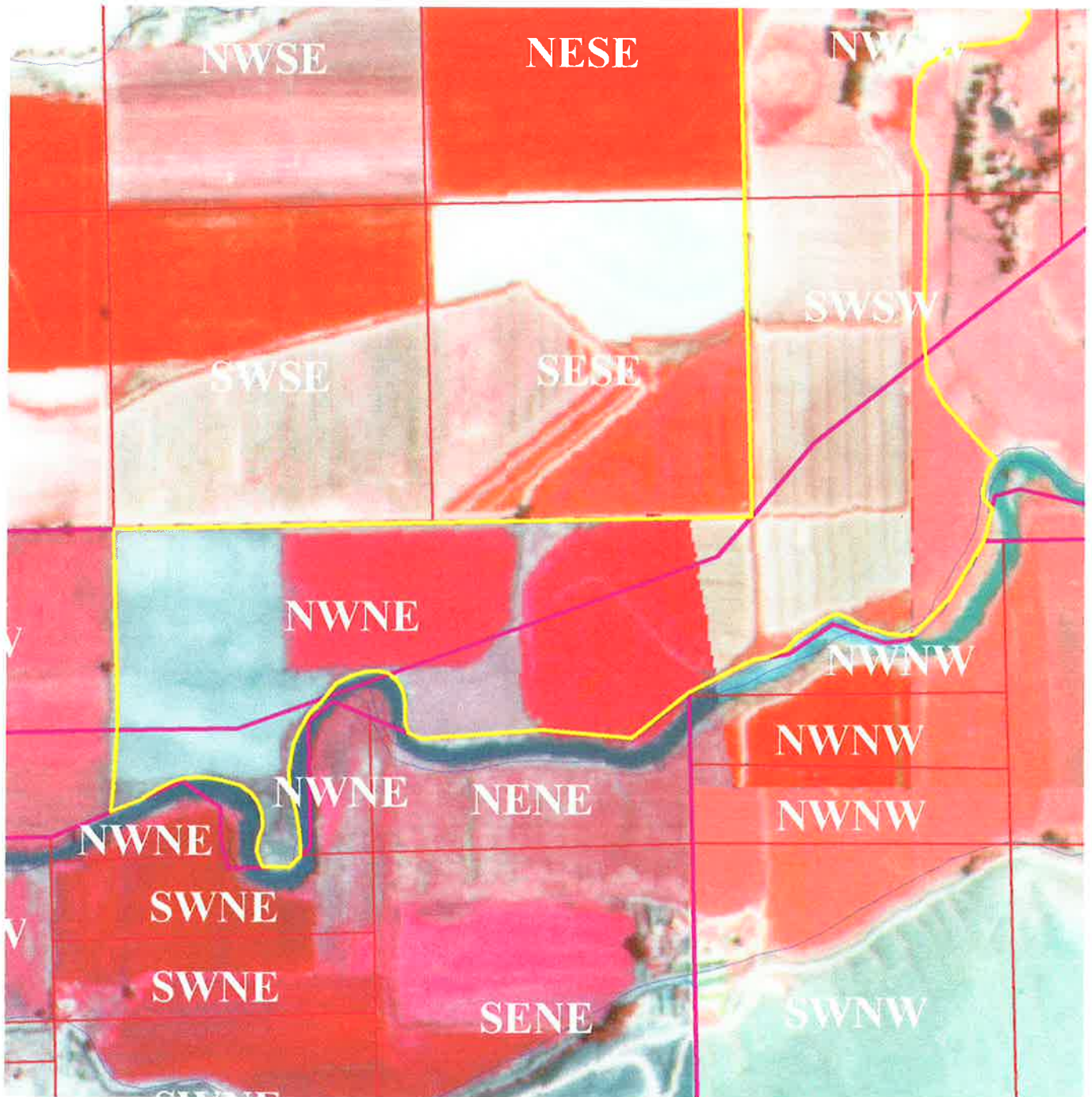
Water Right Claim Number 27-00014D
Township , 2S37E

11/08/2000



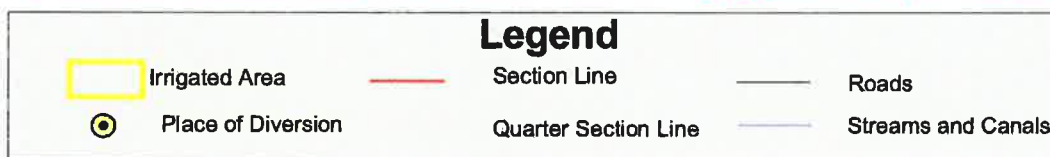
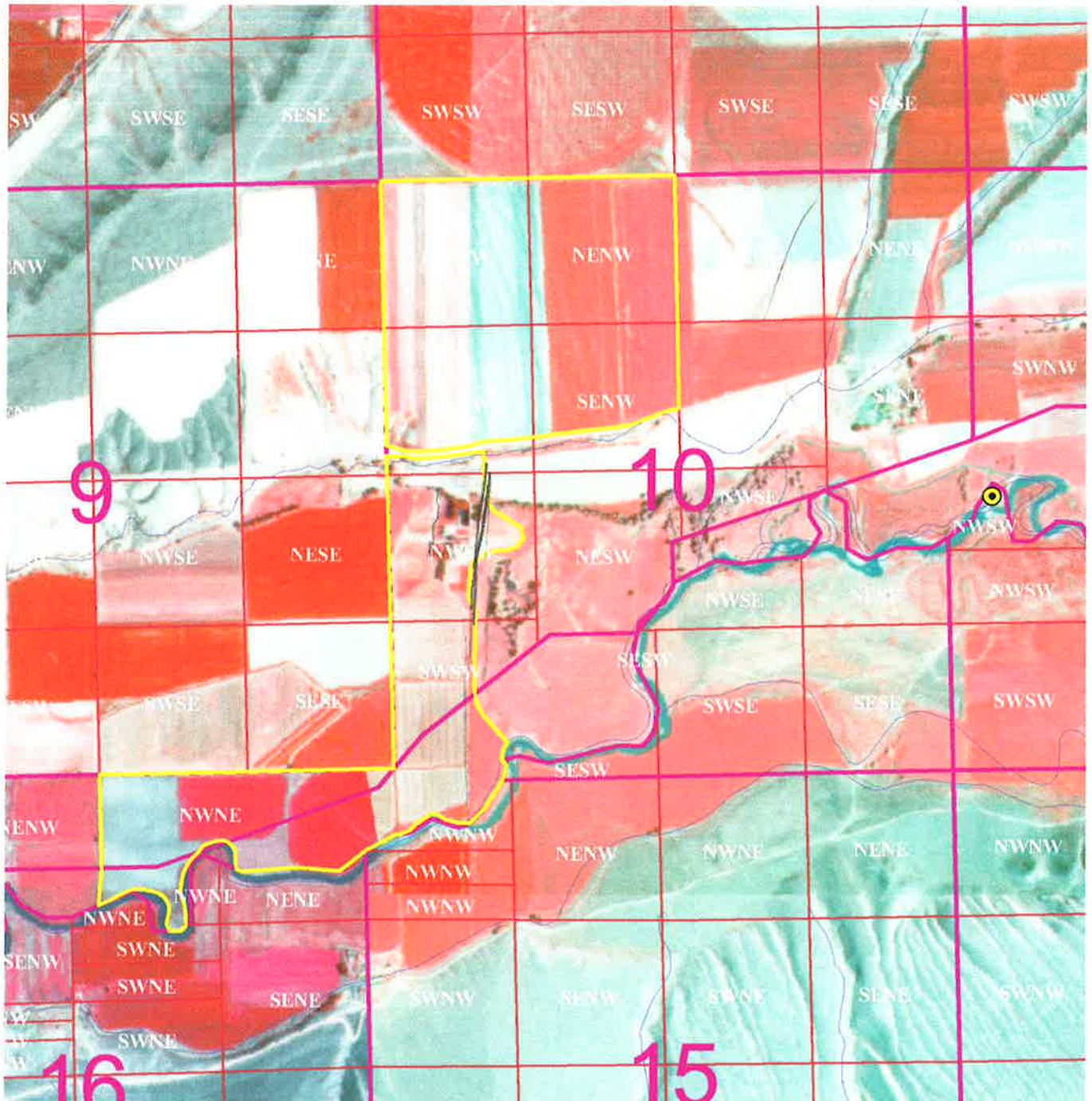
Water Right Claim Number 27-00014D
Township , 2S37E

11/08/2000



Water Right Claim Number 27-00014D
Township , 2S37E

11/08/2000



IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 27-14

WATER RIGHT NUMBER: 27-14

Owner Type Name and Address

Current Owner EMMA JUST

, ID

Current Owner N A JUST

, ID

Priority Date: 08/01/1871

Basis: Decreed

Status: Active

Source

BLACKFOOT RIVER

Tributary

SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31		
IRRIGATION	/ to /	4.000 CFS	
	<u>Total Diversion:</u>	4.000 CFS	

Location of Point(s) of Diversion

BLACKFOOT RIVER

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	37E	9									X	X					X	X	
02S	37E	10			X	X					X				X	X			
						L 1					L 3				L 1	L 2			

DOMESTIC same as IRRIGATIONConditions of Approval:Remarks:

- General P/D NOT GIVEN IN DECREE.
P/U INCOMPLETE. ALSO BEING 320 ACRES IN SECS. 10 & 11, T2S, R37E.

AJ5809NP
No. A27-00014D

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 19

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CHRISTY REID	08/01/1871	IRRIGATION	03-15 11-15	1.330 CFS	
C	ROBERT REID					
	911 REID RD					
	FIRTH ID 83236			TOTAL DIVERSION:	1.330 CFS	
	(208) 785-2062			CONSUMPTIVE USE:		477.50 AFA

Water Source: BLACKFOOT RIVER

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion: T02S R37E S11 NWNWSW

BINGHAM County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE				
				NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
02S	37E	10	:					40	40	32	27			12	10					161.0
02S	37E	15	:							10										10.0
02S	37E	16	:	20		16														36.0
																			TOTAL ACRES	207.0

POU County: BINGHAM

Non-Irrigation Uses: NONE

Other Rights: 21-0004K, 00021 (PORTIONS)

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

A27-00004T A27-00014A A27-00014B A27-00014C A27-00021A A27-00021B A27-00021C A27-00021D A27-00022D A27-00023C
A27-00028 A27-00028A A27-00029B A27-00035D A27-10398 A27-10657 A27-10667 A27-10943

Other Water Rights Listing Overlapping Place(s) of Use:

A27-00004K A27-00004T A27-00014B A27-00021 A27-00021A A27-00021D A27-00022D A27-00023A A27-00035D A27-10389
A27-10667 A27-10943

Remarks: GEN RIGHT SPLIT BY DIVISION OF OWNERSHIP OF PROPERTY BETWEEN WALLACE,
FRED AND ROBERT REID.

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

Misc: Water District Number: 27 Field Inspection Flag:
Presumption Flag: D

Audit: 05/17/89 VERNER 09/16/94 JTHOMPSO 03/29/95 POST-STD

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 27-14D
Date Received: 5/31/1989
Receipt No: E008335
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

ROBERT E REID Phone: (208) 785-2062
911 REID RD
FIRTH ID USA 83236

CHRISTY J REID Phone: (208) 785-2062
911 REID RD
FIRTH ID USA 83236

2. Date of Priority: 08/01/1871

3. Source: BLACKFOOT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02S	37E	11	NW NW SW	BINGHAM	

5. Description of diverting works:

HEADWORKS OF N.A. JUST DITCH. REDIVERTED BY PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	1.33	

7. Total Quantity Appropriated is:
1.33 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
02S	37E	10	NE NW	IRRIGATION	40
			NW NW	IRRIGATION	40
			SW NW	IRRIGATION	30
			SE NW	IRRIGATION	28
			NW SW	IRRIGATION	14
			SW SW	IRRIGATION	15
			SE SW	IRRIGATION	7.9

					Section Acres	174.9
02S	37E	15	NW	NW	IRRIGATION	5.5
					Section Acres	5.5
02S	37E	16	NE	NE	IRRIGATION	17
			NW	NE	IRRIGATION	32
				1		
					Section Acres	49
					Total Acres	229.4

11. Place of use in counties: BINGHAM

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

RIGHT SPLIT BY DIVISION OF OWNERSHIP OF PROPERTY BETWEEN WALLACE, FRED AND ROBERT REID.

15. Basis of Claim: Decreed

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): *Robert E. Reid* Date: 3-28-05
 _____ Date: _____

State of Idaho)
 County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 28 of March 2005



Ernest M. Carlsen
 Notary Public

Residing at *Idaho Falls*

My commission Expires 8-21-2009

JUL 13 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: A27-00014D
Date Received: 5/17/1989
Receipt No: 8008335
Received By: SEN

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT REID 208-785-2062
Address: 911 REID RD.
FIRTH, ID 83236
OR
Name: CHRISTY REID 208-785-2062
Address: 911 REID RD.
FIRTH, ID 83236



2. Date of Priority: AUG 01, 1871

3. Source: BLACKFOOT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02S	37E	11	NW	NW	SW		BINGHAM

5. Description of diverting works:
HEADWORKS OF N.A. JUST DITCH. REDIVERTED BY PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.330		

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

8. Total consumptive use is 477.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	37E	10	NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	32.0
			SE	NW		IRR	27.0
			NW	SW		IRR	12.0
			SW	SW		IRR	10.0
			Section Acres				
		15	NW	NW		IRR	10.0
Section Acres						10.0	
		16	NE	NE		IRR	20.0
			NW	NE		IRR	16.0
Section Acres						36.0	
Total Acres						207.0	

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
21-0004K, 00021 (PORTIONS)

14. Remarks:
RIGHT SPLIT BY DIVISION OF OWNERSHIP OF PROPERTY BETWEEN WALLACE,
FRED AND ROBERT REID.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

FRED S. STEVENS, ET AL
Decree Plaintiff

vs

EASTERN IDAHO WATER 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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

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): Robert E Reid Date: 5-31-89

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 31 day

of May 19 89

Seal

[Signature]

Notary Public

Residing at Bahofalls, ID

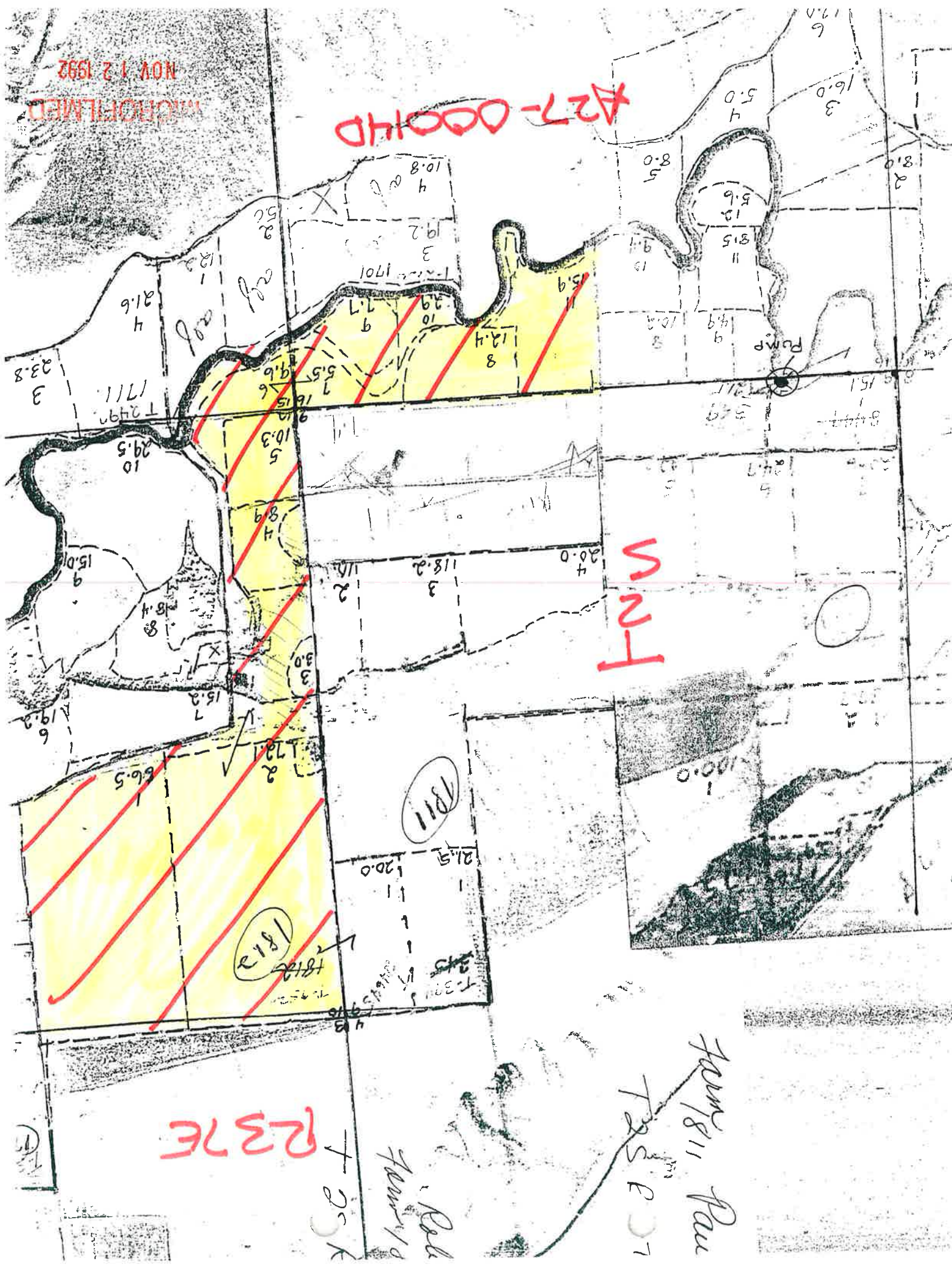
My Commission Expires 22 Aug 1994

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A27-00014D

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POINT OF DIVERSION

UNCLASSIFIED
DATE 12-19-92

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