

01/26/2005

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

RIGHT NUMBER: 27-29D

NAME AND ADDRESS: PATRICK TANEY
P.O. BOX 926
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.420 CFS

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

PRIORITY DATE: 05/01/1885

POINT OF DIVERSION:

T03S R35E S18 SWNE Lot 6 Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.420 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T03S R35E S18 Lot 6 SWNE	3.1	T03S R35E S18	SENE	6.5
T03S R35E S18 Lot 5 NESW	11.4			

21 ACRES TOTAL

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**

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

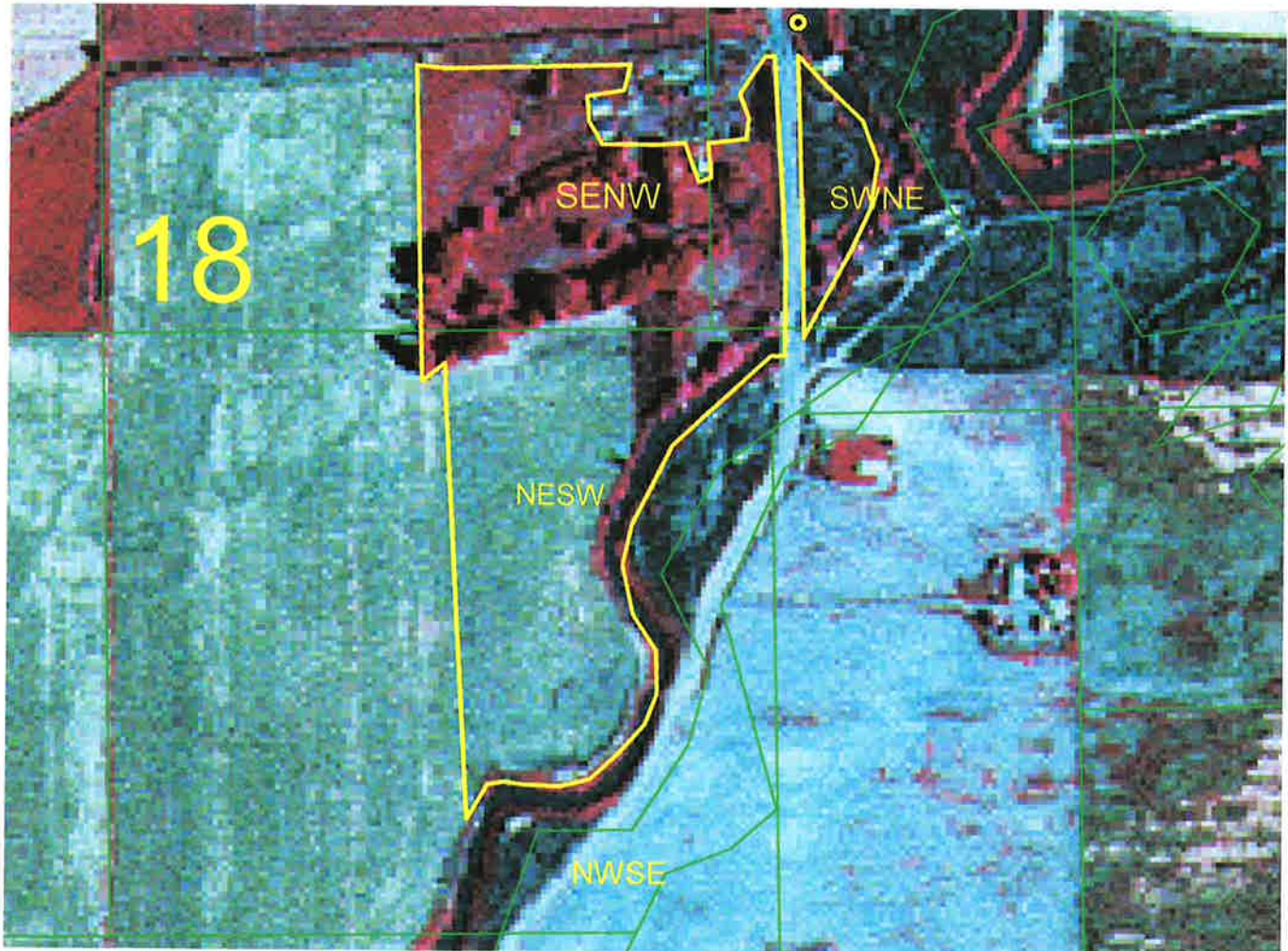


STATE OF IDAHO

Department of Water Resources
Eastern Region



Water Right(s) 27-29D



400 0 400 800 Feet

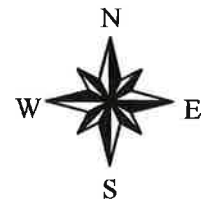
IRRIGATED ACRES 21.0

LEGEND

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

Place of Use: T3S, R35E:
(part of) Sec. 18, SENW,
SWNE, NESW.

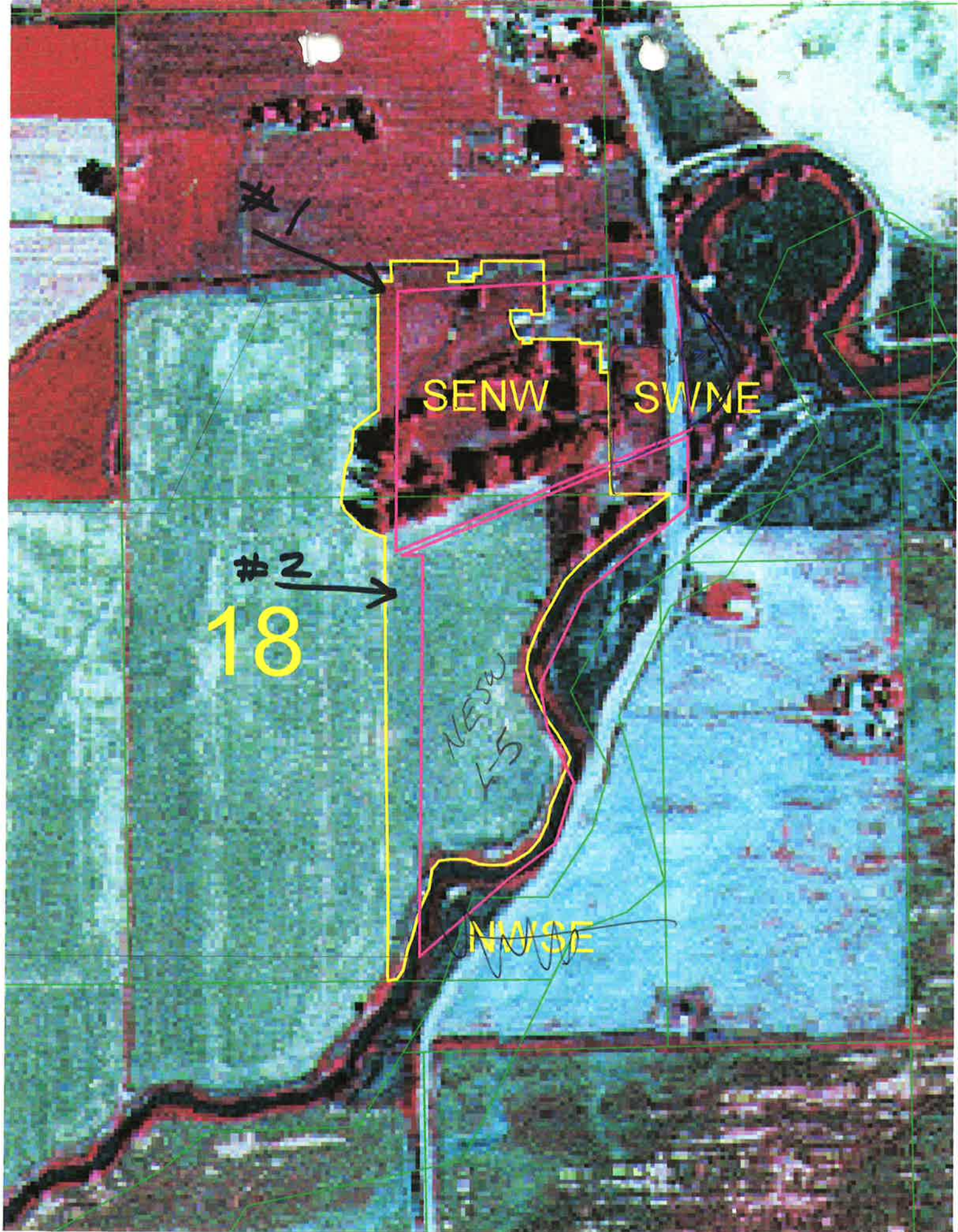
Point(s) of Diversion: T3S, R35E:
Sec. 18, SWNE, Lot 6



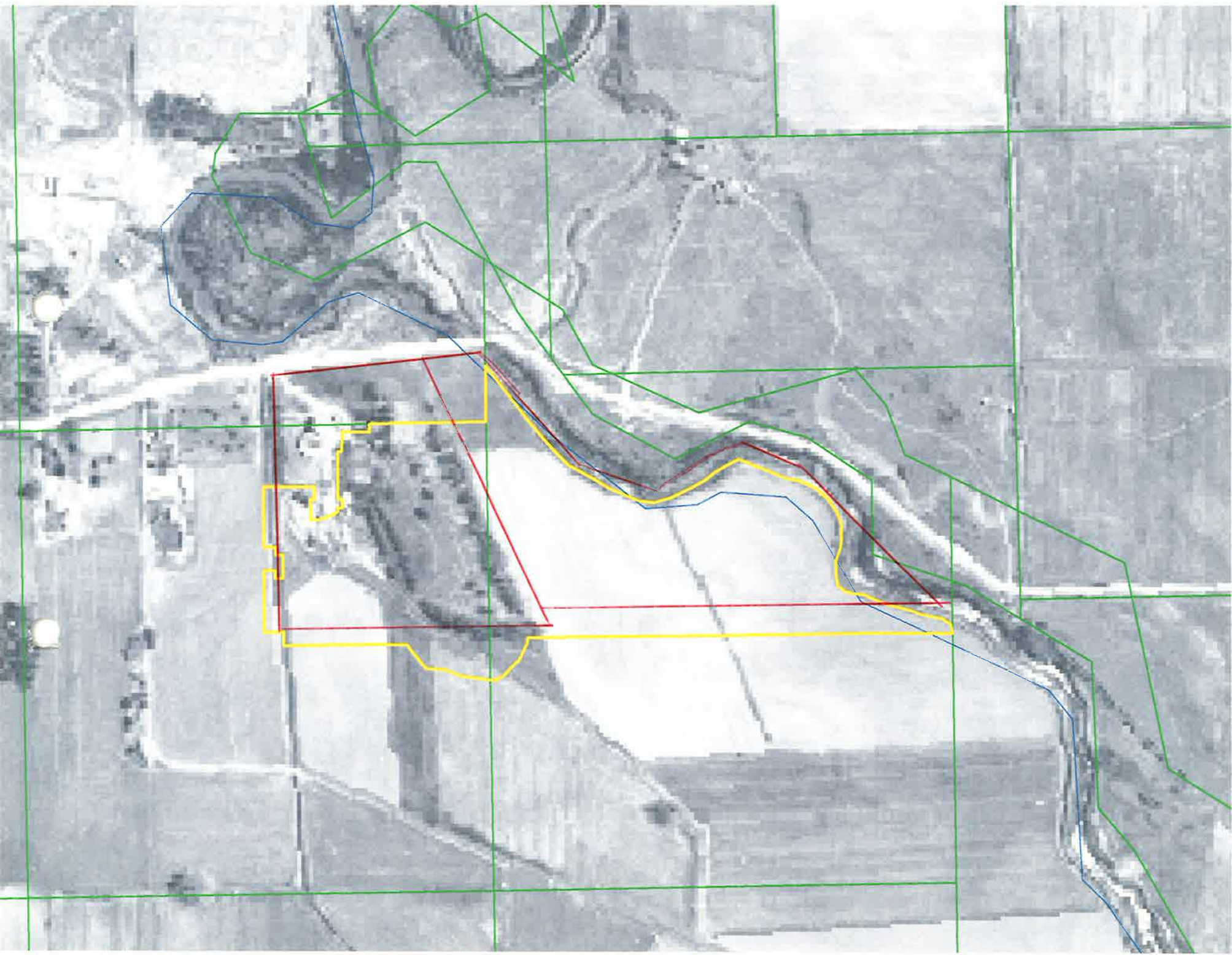
GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: July 2004

SCANNED
JAN 06 2006

PROFILE



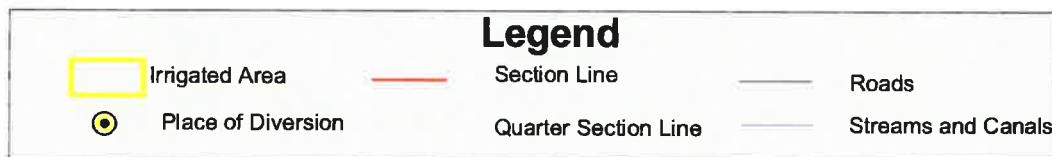
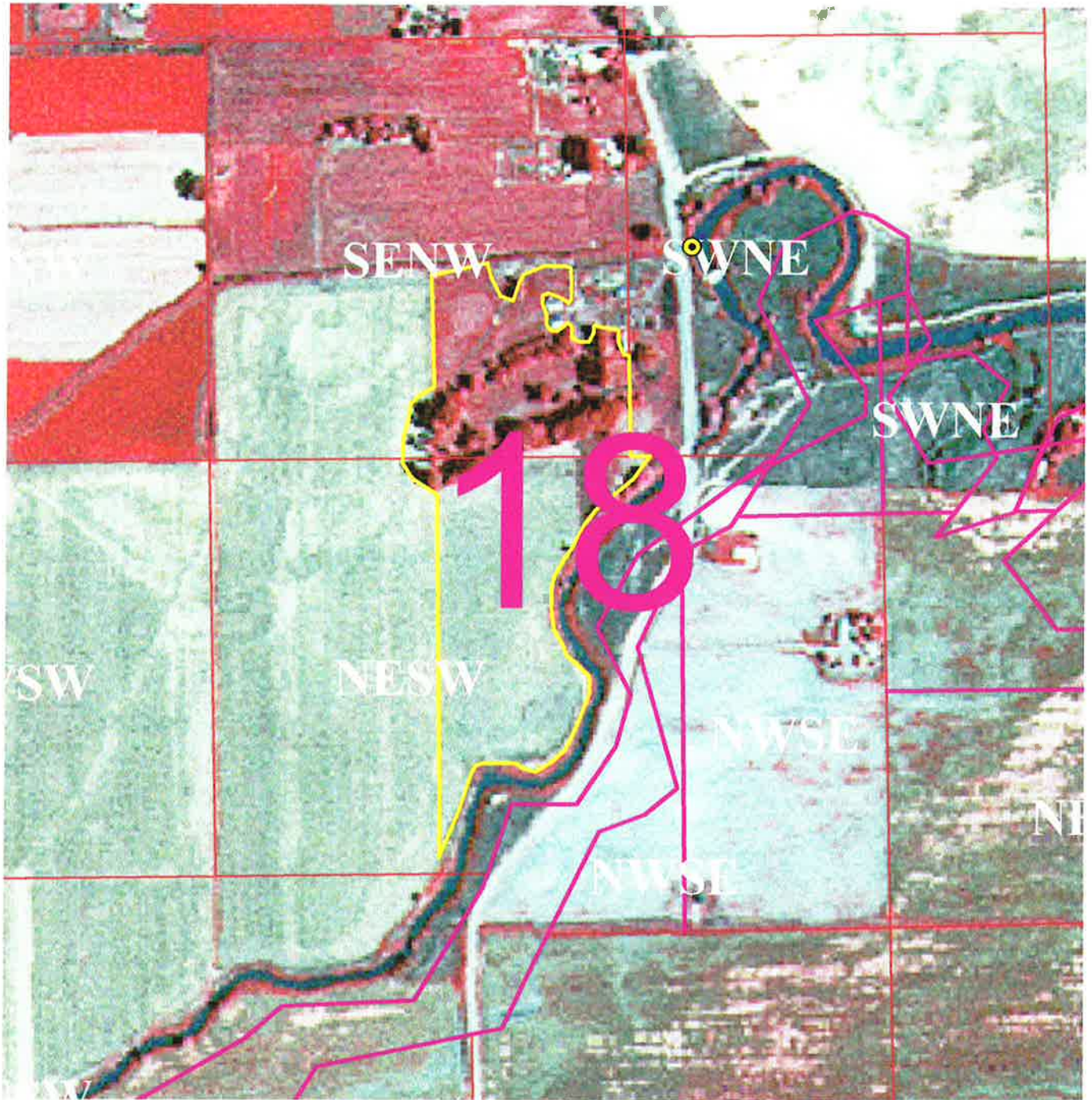
The beginning point may be off inches.



1964 Photo.

Water Right Claim Number 27-00029D
Township , 3S35E

12/20/2000



SCOTT E. AXLINE, ESQ.

491 North Oak

P.O. Box 100

Blackfoot, ID 83221

(208) 785-6274 / (208) 785-6280 Fax

E-mail: Scott-AxlineLaw@cableone.net

Idaho State Bar No. 3277

RECEIVED

DEC 20 2006

DEPARTMENT OF
WATER RESOURCES

RECEIVED

JAN 05 2007

Department of Water Resources
Eastern Region

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

In Re SRBA

) AMENDED

) NOTICE OF APPEARANCE

Case No. 39576

)

)

Subcase No. Of 27-00029D

NOTICE IS HEREBY GIVEN that Scott E. Axline, Attorney at Law, hereby enters his appearance on behalf of the Claimant, Patrick Taney, in the above captioned matter.

All further Notices, Pleadings, filings and correspondence should be directed to said Claimant through said Attorney at the above set-forth address and phone number.

DATED this 14th day of December, 2006.


SCOTT E. AXLINE, ESQ.

Attorney for Claimant, Patrick Taney

*Re and added
12-29-06
JS*

CERTIFICATE OF MAILING

I certify that on 14th day of December, 2006, I mailed the original and copies of this Notice of Appearance, to the following persons:

Original to:

Clerk of the District court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

One copy to the claimant of the water right at the following address:

Patrick Taney
P.O. Box 926
Blackfoot, ID 83221

Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449



Scott E. Axline
Attorney for Claimant, Patrick Taney

Scott E. Axline, Esq.

Attorney at Law

491 North Oak
P.O. Box 100

RECEIVED

DEC 20 2006

DEPARTMENT OF
WATER RESOURCES

BLACKFOOT
IDAHO, 83221

(208) 785-6274
FAX (208) 785-6280

December 14, 2006

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls, ID 83303

RECEIVED

JAN 05 2007

Department of Water Resources
Eastern Region

Re: Claimant - Patrick Taney
Case No. 39576
Subcase No. Of 27-00029D

Dear Madame Clerk:

It was brought to our attention that the Notice of Appearance which was sent out by our office yesterday did not include the Subcase No. Of 27-00029D. Please find enclosed an Amended Notice of Appearance on behalf of Claimant, Patrick Taney, for filing in the above referenced Case No.

If you have any questions or comments, please do not hesitate to contact our office. As always, thank you for your assistance, it is greatly appreciated.

Sincerely,



Diana Steinmetz

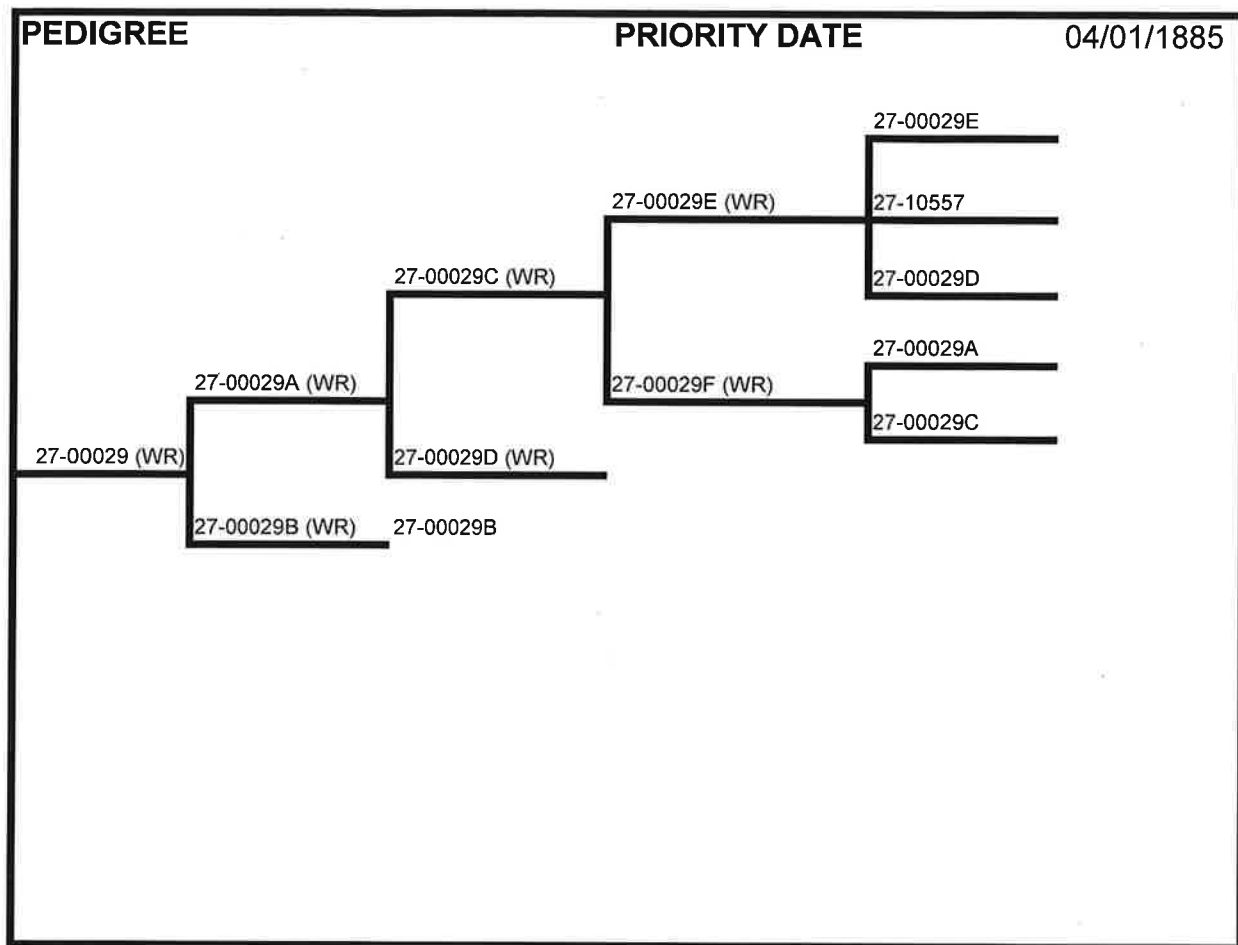
Legal Secretary

Diana-Axlinelaw@cablone.net

Enclosure

SCANNED

DEC 21 2006



Water right #	Water right #	to adjudication claim #
27-00029	27-00029A	
	27-00029B	27-00029B
27-00029A	27-00029C	
	27-00029D	
27-00029C	27-00029E	27-00029E
		27-10557
		27-00029D
	27-00029F	27-00029A
		27-00029C

01/26/2005

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 27-29D

Patrick Taney
P.O. Box 926
Blackfoot, ID 83221
Telephone Number: (208) 785-2546

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

 X I AGREE with this proposed recommendation: no changes need to be made.

DATE: 5-23-05 SIGNATURE: Patrick J. Taney

Please print your name: Patrick J. Taney

IDWR Regional Office, 900 N Skyline Dr. Ste A, Idaho Falls, ID 83402, (208) 525-7161

RECEIVED
MAY 31 2005
Department of Water Resources
Eastern Region

SCANNED

JUN 01 2005

PROFILE

KWJ
SL31

Notes

7-13-04 Letter To Claimant re amendment BP

7-14-04 Claimant called re slight change on
shape. CB/BP

7-15-04 Received amended claim from claimant PB

1/26/05 Recommended as noted. CB.

PROFILED

SCANNED

JAN 06 2006

Notes

3/31/04 Pat will send me a copy of the survey done before Stecklein sold/purchased? 785-2546.

I explained that we can come up with a shape but it won't be 21 acres once you take out for the home.

4/2/04 Patrick called and said it will take him about a month to get the warranty deed. Because it has to be surveyed. CB

7/6/04 Patrick Taney came in and brought me surveys of his land and corrected warranty deed. He will also get me a copy of T 1936, T-7548 & T-7549 from Benham Co.

11:22 AM. Called Michael Cisell to check the GCDB in T3S R35E and verify it's correct. He said he could see a problem within this area and also T3S, R34E.

Mike Michael will convert these a different way and get back to me. CB.

7/7/04 Rec'd. county assessors map. CB

Notes

10-15-03 Called Bingham Co. mailing address
for Patrick is: Patrick Taney
P.O. Box 926
Blackfoot, ID 83221
785-2546

2-3-04 I talked to Clamont, verified his address,
he owns 23 acres & irrigating 21. BT

2-18-04 Sent Mr. Taney an address update
form & POB Bx

2/19/04 Patrick called and made an apt for
10Am friday 2-27-04. CB.

2/27/04 Received address update and documents
CB

3/2/04 documents support 21 inches of Leon Misslen
water priority 5-1-1885 (27-29)

3/31/04 called Patrick Taney back to let
him know that his warranty deed
doesn't include the piece across the
road. He said the County traded
that piece to his dad when they
straightened the road right there.

July 6, 2004

From:
Patrick Taney
P.O. Box 926
Blackfoot, ID 83221
(208) 785-2546

Cindy:

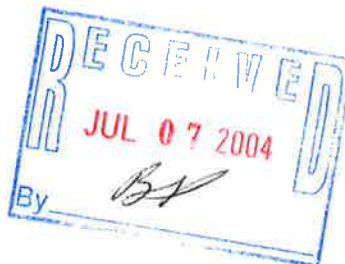
This is the information the county assessor office provided. I don't know if this is sufficient to resolve the map discrepancies.

If more information is required, please provide details.

Thank you for the services provide by your organization.

Patrick Taney

Patrick J. Taney



LOT 2
38.20

T-1934

NORMAN R & PHYLLIS E WRIGHT
D 4-15-42 59/487
D 5-27-41 64/169
D 8-20-30 53/425
D 2-14-42 65/75
D 3-4-91 396505

LA VERELLE & DEANNA STECKLEIN
D 4-9-79 251141

LOT 3
38.20

T-7336

LOT 4
53.60

LA VERELLE & DEANNA STECKLEIN
WD 6-3-76 212973
R OF W DEED 230617

T-11939
LARRY A & JUANITA B GRINNETT
QCD 2-27-98 462265

T-8948
NORMAN KIP & MACY C WINTER
WD 10-12-88 375226-7

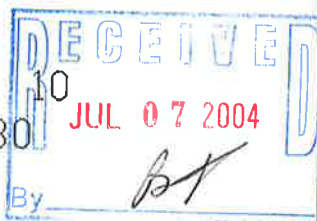
T-7550

LOT 5
42.50

T-1936

TRIBAL

LOT 10
26.30



LOT 6
31.15

T-1936
E OF RD

T-7549

T-7548

TRIBAL

#858
SHERMAN GEORGE

LOT 9
28.50

TRIBAL

LOT 14
7.23

#857
EUGENE GEORGE

#856
RUTH JACKSON
GEORGE

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	Patrick Tancy	PO Box 926	Blackfoot	ID	83221	185-2546

Name connector: and ____, or ____, and/or ____

Current Owner _____

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

Reviewer: CS

Date:

Priority Date Data Entry Form

Claim Number: A27-29D

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: _____ Claimed Basis: _____

Recommended Priority Date: 5-1-1885 Recommended Basis: Decree☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

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

decree
warranty deeds

Reviewer: CBDate: 3/3/02

Priority DateClaim No. -

1. Should this water use have been included in a later court decree of the water rights from this source? Yes ☐ No ☒
If Yes, go to 2
If No, go to 4
2. Was the owner or the owner's predecessor in interest of the place of use joined in the later decree? Yes ☐ No ☐
If Yes, go to 3a
If No, go to 4
- 3a. Is the date the decree was entered after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin. Go to 3b
If No, go to 4
- 3b. Do the facts support disallowing the claim, or recommending the claim as an enlargement or an expansion? Yes ☐ No ☐
If Yes, go to 11
If No, go to 4
4. Is the basis of claim a decree or license? Yes ☒ No ☐
If Yes, go to 5
If No, go to 7
5. Does the decree or license have a Priority Date? Yes ☒ No ☐
If Yes, go to 6
If No, Consult the attorney assigned to the Basin, go to 15
6. Did the Claimant claim the decreed or licensed Priority Date? Yes ☒ No ☐
If Yes, recommend the Priority Date claimed. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
If No, Obtain an amended claim if necessary. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
7. Is the basis of claim a Permit or Application? Yes ☐ No ☐
If Yes, go to 10e
If No, go to 8
8. Is the basis of claim a posted notice? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin, go to 15
If No, go to 9
9. Is the Priority Date claimed after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, go to 11
If No, go to 12
- 10e. Will the license be issued prior to filing the Director's Report? Yes ☐ No ☐
If Yes, recommend the Priority Date shown on the license, go to 15
If No, recommend the Priority Date shown on the Permit. All other elements should be recommended as shown on the Permit. Add Condition Code A01 to the Recommendation, go to 15
11. Is the claim for an expansion or enlargement under 42-1416B or 42-1426? Yes ☐ No ☐
If Yes, go to 12
If No, disallow with condition P01.
12. Does the claim file contain sufficient evidence of Priority Date? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, Request additional evidence of Priority Date, go to 13
13. Has additional evidence of priority date been submitted? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, recommend a Priority Date based on available evidence if possible. If some of the claimed water uses can be recommended with the Priority Date supported by the evidence, then do so, go to 14
14. Can any portion of the claim be recommended as a valid water right? Yes ☐ No ☐
If Yes, go to 15
If No, disallow with condition P01.
15. Is the basis of claim coded correctly? Yes ☒ No ☐
If Yes, go to 16
If No, Enter the appropriate basis of claim. *decree*
16. Is a Priority Date remark and/or condition required? Yes ☐ No ☒
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.

Point of Diversion and Source Data Entry FormClaim Number: A27-29D

Water Right Point of Diversion: T____, R____, Sec.____,____,____,____, County:_____

Source:_____ Tributary:_____

Claimed Point of Diversion: T____, R____, Sec.____,____,____,____, County:_____

Source:_____ Tributary:_____

Recommended Point of Diversion: T____, R____, Sec.____,____,____,____, County:_____

Source:_____ Tributary:_____

☒ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						

Other rights from this POD? _____

Document how the POD and Source were verified and/or Pump and Motor data:

Transfers Changing POD _____

Reviewer: CBDate: 7/22/04

Point of DiversionClaim No.

1. Is the basis of claim a Decree or License?
If Yes, go to 4
If No, go to 2
Yes (☒) No (☐)
2. Is the basis of claim a Permit or Application?
If Yes, go to 3
If No, go to 6
Yes (☐) No (☐)
3. Has the License been issued?
If Yes, go to 5
If No, recommend the POD as shown on the Permit. Go to 10
Yes (☐) No (☐)
4. Does the parent right have a POD?
If Yes, go to 5
If No, go to 6
Yes (☐) No (☒)
5. Can the claimed POD be verified using the water right file?
If Yes, recommend the POD as shown in the water right file. Go to 10
If No, go to 6
Yes (☐) No (☐)
6. Is there evidence that there has been a change in the POD?
If Yes, go to 7
If No, go to 9
Yes (☐) No (☒)
7. Can the change be verified as an accomplished transfer?
If Yes, add condition C03, go to 9
If No, Notify claimant that a transfer is necessary before the claimed POD can be recommended. Go to 8
Yes (☐) No (☐)
8. Was a transfer filed?
If Yes, recommend the POD as shown on the approved transfer. Go to 10
If No, go to 9
Yes (☐) No (☐)
9. Does the file contain all of the necessary information to verify the POD?
If Yes, recommend the POD as it existed on 11-19-1987. Describe how the POD was verified. Go to 10
If No, collect the necessary information. Conduct field exam if necessary. Recommend the POD as it existed on 11-19-1987. Go to 10
Yes (☒) No (☐)
10. Is a POD remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. POD review is complete
If No, POD review is complete.
Yes (☐) No (☒)

Source**Claim No.** _____

1. Is the basis of claim a Decree or License?

If Yes, go to 4

If No, go to 2

Yes (☒) No (☐)

2. Is the basis of claim a Permit or Application?

If Yes, go to 3

If No, go to 6

Yes (☐) No (☐)

3. Has the License been issued?

If Yes, go to 5

If No, recommend the Source as shown on the Permit. Go to 11

Yes (☐) No (☐)

4. Does the parent right have a Source?

If Yes, go to 5

If No, go to 7

Yes (☒) No (☐)

5. Can the claimed Source be verified using the water right file?

If Yes, recommend the Source as shown in the water right file. Go to 11

If No, go to 7

Yes (☒) No (☐)

6. Is the basis of claim a Posted Notice?

If Yes, consult the attorney assigned to the basin. Go to 7

If No, go to 7

Yes (☐) No (☐)

7. Is there evidence that there has been a change in the Source?

If Yes, go to 8

If No, go to 10

Yes (☐) No (☐)

8. Can the change be verified as an accomplished transfer?

If Yes, add condition C02, go to 10

If No, Notify claimant that a transfer is necessary before the claimed Source can be recommended. Go to 9

Yes (☐) No (☐)

9. Did the claimant file a transfer?

If Yes, recommend the Source as shown in the transfer. Go to 11

If No, go to 10

Yes (☐) No (☐)

10. Does the file contain all of the necessary information to verify the Source?

If Yes, recommend the Source as it existed on 11-19-1987. Go to 11

If No, collect the necessary information. Recommend the Source as it existed on 11-19-1987. Go to 11

Yes (☐) No (☐)

11. Is a Source remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Source review is complete.

If No, Source review is complete.

Yes (☐) No (☒)

Place Of Use Data Entry Form

Claim Number: A27-29D☐ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres 21.

Document how the POU was verified:

Link Shape

Transfers Changing POU MoReviewer: CBDate: 1/26/05

Place of Use

Claim No. -

1. Is the basis of claim a Decree or License?

If Yes, go to 2a

If No, go to 2b

Yes (☒) No (☐)

2a. Is a POU required?

If Yes, go to 5

If No, go to 14

Yes (☒) No (☐)

2b. Is a POU required?

If Yes, go to 3

If No, go to 14

Yes (☐) No (☐)

3. Is the basis of claim a Permit or Application?

If Yes, go to 4

If No, go to 7

Yes (☐) No (☐)

4. Has the License been issued?

If Yes, go to 6

If No, recommend the POU as shown on the Permit. Go to 14

Yes (☐) No (☐)

5. Does the parent right have a POU?

If Yes, go to 6

If No, go to 7

Yes (☒) No (☐)

6. Can the claimed POU be verified using the water right file?

If Yes, recommend the POU as shown in the water right file. Go to 14

If No, go to 7

Yes (☐) No (☒)

7. Is there evidence that there has been a change in the POU?

If Yes, go to 8

If No, go to 13

Yes (☒) No (☐)

8. Can the change be verified as an accomplished transfer?

If Yes, add condition C05, go to 13

If No, go to 9

Yes (☒) No (☐)

9. Does the change include an enlargement of the POU?

If Yes, describe the evidence that supports that there has been an enlargement in the POU. Go to 10

If No, describe the evidence that supports the change occurred after 11-19-1987. Notify claimant that a transfer is necessary before the claimed POU can be recommended. Go to 12

Yes (☐) No (☐)

10. Was an enlargement claim filed?

If Yes, go to 13

If No, notify claimant that an enlargement claim is necessary. Go to 11

Yes (☐) No (☐)

11. Did the claimant file an enlargement claim?

If Yes, go to 13

If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13

Yes (☐) No (☐)

12. Was a transfer filed?

If Yes, recommend the POU as shown on the approved transfer. Go to 14

If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13

Yes (☐) No (☐)

13. Does the file contain all of the necessary information to verify the POU?

If Yes, go to 14

If No, collect the necessary information. Conduct field exam if necessary. Go to 14

Yes (☒) No (☐)

14. Is a POU remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. POU review is complete.

If No, POU review is complete.

Yes (☐) No (☒)

Purpose of Use Data Entry Form

Claim Number: A27-29D☐ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
<u>Irrigation.</u>				

Document how the Purpose of Use was verified:

decree

Transfers Changing Purpose of Use _____

Reviewer: CBDate: 3/3/04

Purpose of Use

Claim No.

1. Is the basis of claim a Decree or License?

If Yes, go to 4

If No, go to 2

Yes (☒) No (☐)

2. Is the basis of claim a Permit or Application?

If Yes, go to 3

If No, go to 6

Yes (☐) No (☐)

3. Has the License been issued?

If Yes, go to 5

If No, recommend the Purpose(s) of Use as shown on the Permit. Go to 13

Yes (☐) No (☐)

4. Does the parent right have a Purpose of Use?

If Yes, go to 5

If No, go to 6

Yes (☒) No (☐)

5. Can the claimed Purpose of Use be verified using the water right file?

If Yes, recommend the Purpose(s) of Use that is (are) claimed and shown in the water right file. Go to 13

If No, go to 6

Yes (☒) No (☐)

6. Is there evidence that there has been a change in the Purpose of Use?

If Yes, go to 7

If No, go to 11

Yes (☐) No (☐)

7. Can the change be verified as an accomplished transfer?

If Yes, add condition C04, go to 11

If No, go to 8

Yes (☐) No (☐)

8. Does the change include an enlargement of the Purpose of Use?

If Yes, describe the evidence that supports that there has been an enlargement in the Purpose of Use. Go to 9

If No, Describe the evidence that supports the change occurred after 11-19-1987. Notify claimant that a transfer is necessary before the claimed Purpose(s) of Use can be recommended. Go to 12

Yes (☐) No (☐)

9. Was an enlargement claim filed?

If Yes, go to 11

If No, Notify claimant that an enlargement claim is necessary. Go to 10

Yes (☐) No (☐)

10. Did the claimant file an enlargement claim?

If Yes, go to 11

If No, recommend only the Purpose(s) of Use that existed on the date established as the priority date of this right. Go to 13

Yes (☐) No (☐)

11. Does the file contain all of the necessary information to verify the Water Use?

If Yes, recommend the Purpose(s) of Use in existence on 11-19-1987. Go to 13

If No, collect the necessary information. Conduct field exam if necessary. Recommend the Purpose(s) of Use in existence on 11-19-1987. Go to 13

Yes (☐) No (☐)

12. Did the claimant file a transfer?

If Yes, recommend the Purpose(s) of Use shown on the approved transfer. Go to 13

If No, recommend only the Purpose(s) of Use in existence on 11-19-1987. Go to 13

Yes (☐) No (☐)

13. Is a Purpose of Use remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Purpose of Use review is complete.

If No, purpose of Use review is complete.

Yes (☐) No (☒)

Period of Use and Quantity Data Entry FormClaim Number: A27-29D☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

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

Overall Diversion Rate _____

Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/1	10/31	0.42	

Overall Diversion Rate 0.42

Overall Diversion Volume _____

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

IDWR STD SOU 4/1 - 10/31Reviewer: CBDate: 3/3/04

Period of Use

Claim No. _____

1. Is the basis of claim a Decree or License?
If Yes, go to 4
If No, go to 2
Yes ☒ No ☐
2. Is the basis of claim a Permit or Application?
If Yes, go to 3
If No, go to 6
Yes ☐ No ☐
3. Has the License been issued?
If Yes, go to 5
If No, recommend the Period of Use as shown on the Permit. Go to 18
Yes ☐ No ☐
4. Does the parent right have a Period of Use?
If Yes, go to 5
If No, go to 6
Yes ☐ No ☒
5. Can the claimed Period of Use be verified using the water right file?
If Yes, go to 14
If No, go to 6
Yes ☐ No ☐
6. Is there evidence that there has been a change in the Period of Use?
If Yes, go to 7
If No, go to 12
Yes ☐ No ☒
7. Does the change include an enlargement in the Period of Use?
If Yes, go to 9
If No, go to 8
Yes ☐ No ☐
8. Can the change be recommended as an accomplished transfer?
If Yes, add Condition C10. Describe the evidence that supports the change occurred after 11-19-1987. Go to 12
If No, notify claimant that a transfer is necessary. Go to 11
Yes ☐ No ☐
9. Was an enlargement claim filed?
If Yes, go to 12
If No, notify claimant that an enlargement claim is necessary. Go to 10
Yes ☐ No ☐
10. Did the claimant file an enlargement claim?
If Yes, go to 12
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
Yes ☐ No ☐
11. Was a transfer filed?
If Yes, go to 14
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
Yes ☐ No ☐
12. Does the file contain all of the necessary information to verify the Period of Use?
If Yes, go to 13
If No, collect the necessary information. Conduct field exam if necessary. Go to 13
Yes ☐ No ☒
13. Is the basis of claim a decree, license or a transferred beneficial use right that has had the Period of Use administratively determined?
If Yes, go to 14
If No, go to 15
Yes ☐ No ☒
14. Is irrigation claimed as a purpose of use?
If Yes, go to 16
If No, recommend the Period of Use of the parent right. Go to 18
Yes ☐ No ☐
15. Is irrigation claimed as a purpose of use?
If Yes, recommend the "standard" Period of Use for the location of the POU. Go to 18
If No, the Period of Use is usually recommended as claimed. Go to 18
Yes ☒ No ☐
16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards?
If Yes, go to 17
If No, recommend the Period of Use of the parent right. Go to 18
Yes ☐ No ☐
17. Was the Period of Use shortened by a Transfer to a "standard" Period of Use that is shorter than the current standard Period of Use?
If Yes, recommend the current standard Period of Use if the Period of Use of the parent right prior to the transfer was not established, equal to, or longer than the current standard. If the Period of Use of the parent right prior to the transfer was shorter than the current standard, recommend the Period of Use of the parent right and add the appropriate shoulder remark. Consult attorney assigned to the Basin if the Period of Use was an element transferred. Go to 18
If No, recommend the Period of Use of the parent right. Add appropriate shoulder remark. Go to 18
Yes ☐ No ☐
18. Is a Period of Use remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. Period of Use review is complete.
Yes ☐ No ☒

QuantityClaim No. -

1. Is the basis of claim a Decree or License?

If Yes, go to 4
If No, go to 2

Yes (☒) No (☐)

2. Is the basis of claim a Permit or Application?

If Yes, go to 3
If No, go to 6

Yes (☐) No (☐)

3. Has the License been issued?

If Yes, go to 5
If No, recommend the Quantity shown on the Permit. Go to 11

Yes (☐) No (☐)

4. Does the parent right have a diversion rate and/or volume?

If Yes, go to 5
If No, go to 7

Yes (☒) No (☐)

5. Can the claimed diversion rate and/or volume be verified using the water right file?

If Yes, go to 8
If No, go to 7

Yes (☒) No (☐)

6. Is the basis of claim a posted notice?

If Yes, consult the attorney assigned to the Basin. Go to 7
If No, go to 7

Yes (☐) No (☐)

7. Is a flow measurement required?

If Yes, attach all related measurement documents. Describe the flow measurement that was made. Go to 9
If No, describe why a flow measurement is not required. Go to 9

Yes (☐) No (☐)

8. Does the parent right have an annual diversion volume limit?

If Yes, go to 10
If No, go to 9

Yes (☐) No (☒)

9. Is the source Ground Water and does the purpose of use require a diversion volume limit?

If Yes, go to 10
If No, go to 11

Yes (☐) No (☒)

10. Is irrigation a purpose of use?

If Yes, view the map of field irrigation requirements. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12
If No, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

Yes (☐) No (☐)

11. Has a diversion volume limit for this water use been established by a decree, license or transfer?

If Yes, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12
If No, go to 12

Yes (☐) No (☒)

12. Is a Quantity remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Quantity review is complete.
If No, quantity review is complete.

Yes (☒) No (☒)

Summary

Claim No. _____

1. Is the basis of claim a Decree, License, Permit, Application or Posted Notice?

Yes (☒) No (☐)

If Yes, go to 2

If No, go to 3

2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?

Yes (☐) No (☒)

If Yes, consult the attorney assigned to the Basin. Document the period of time the right or portion of the right was not used. Go to 4

If No, status will be set as Active. Go to 5

3. Is the water being used for all of the purposes claimed and to the extent claimed?

Yes (☐) No (☐)

If Yes, status will be set as Active. Go to 5

If No, consult the attorney assigned to the Basin. Recommend only the uses found and limit the elements of those uses to the extent of the beneficial use found. Go to 4

4. Is any portion of the claim being recommended?

Yes (☐) No (☐)

If Yes, status will be set as Active. Go to 5

If No, claim will be disallowed. Enter the appropriate condition code. Status will be set as Disallowed. Go to 5

5. Is an additional remark and/or condition required?

Yes (☒) No (☐)

If Yes, enter the appropriate remark and/or condition. Go to 6

If No, go to 6

6. Would you like to view the recommended right?

Yes (☒) No (☐)

If Yes, go to 7

If No, the review is incomplete. The recommendation must be viewed to complete the review.

7. Is this a "split" or "combined" right?

Yes (☒) No (☐)

If Yes, go to the Update Pedigree Process in Workflow when the review is complete. Do any necessary data entry. Go to 8

If No, go to 8

8. Do you have documents you would like to attach or link to the file?

Yes (☐) No (☒)

If Yes, go to PowerDOCS and profile the documents. Go to 9

If No, go to 9

9. Would you like to set the verification date?

Yes (☒) No (☐)

If Yes, the review is complete.

If No, the review is incomplete. The recommendation must be verified to complete the review.

Summary Data Entry Form

Claim No.: _____

Remarks and Conditions (Include Type, Category and Code if applicable):

C18

C05

R31 Qty Cond.

Split or Combined Right Analysis:

see attached

Attached Field Notes or Other Documents:

Claim No.:

27-29D

Reviewer

CB

Date

3/3/04



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 13, 2004

Patrick Taney
P.O. Box 926
Blackfoot, ID 83221

Ref: Snake River Basin Adjudication (SRBA)
Claim A27-29D

Subject: AMENDED CLAIM

RESPONSE DATE: JULY 27, 2004

Dear Patrick;

I finally got the legal description clarified and have amended your claim to reflect the correct place of use. Please review these documents and sign them in front of a Notary and return them to me in my office in Soda Springs. Thanks for your patients.

If you have any additional questions please feel free to contact me in the Soda Springs office at 547-3993.

Respectfully,

Cindy E. Bird

Enclosure: Amended Notice of Claim 27-29D

501 N MAPLE #305
BLACKFOOT ID 83221-1700

ASSESSMENT NOTICE

DO NOT PAY.

& ESTIMATE OF TAX
** REMINDER ** 2ND 1/2 2003 TAX DUE JUNE 21, 2004
JANICE LAWES, TAX COLL. 501 N MAPLE #210 782-3090

PARCEL DESCRIPTION:

T3S R35E SEC 18
T-1936 E OF RD

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: (208) 782-3017

PARCEL ADDRESS:

TANEY JOHN/ALVINA M

C/O TANEY, PATRICK
PO BOX 926
BLACKFOOT ID 83221

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 28, 2004

Tax Code Area: 54-0000

Parcel Number: RP 0370202

A

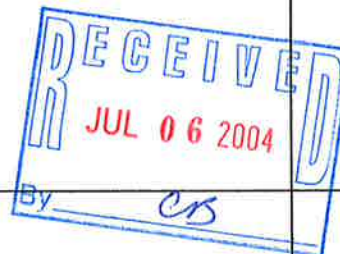
ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
12 RURAL RES LAND	1.500 AC		13,550
SUBTOTAL:	1.500		13,550
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:			13,550

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
COUNTY SCHOOL 55 BLKFT/SR FIRE BLFT RURAL LIB FLOOD #7 AMBULANCE DIST AMB OVERRIDE			208-782-3160 208-785-8800 208-785-3366 208-785-8628 208-785-1940 208-782-3160	09/07/2004 06/30/2004 09/08/2004 08/09/2004 08/09/2004 09/07/2004 NO RESPONSE
SUBTOTAL: FEES: TOTAL PROPERTY TAXES & FEES:				



THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

501 N MAPLE #305
BLACKFOOT ID 83221-1700

ASSESSMENT NOTICE

DO NOT PAY.

& ESTIMATE OF TAX
** REMINDER ** 2ND 1/2 2003 TAX DUE JUNE 21, 2004
JANICE LAWES, TAX COLL. 501 N MAPLE #210 782-3090

PARCEL DESCRIPTION:

T3S R35E SEC 18
T-7549 AND T-7548

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: (208) 782-3017

PARCEL ADDRESS:

238 S 550 W

TANEY PATRICK J LIVING TRUST
% TANEY PATRICK J TTEE
PO BOX 926
BLACKFOOT ID 83221

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 28, 2004

Tax Code Area: 54-0000

Parcel Number: RP 0370201

A

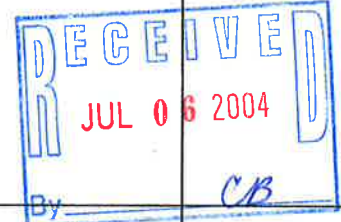
ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
2 IRRGTD PASTURE	19.850 AC	11,414	11,414
10 RURAL HOMESITE	1.000 AC	17,100	17,100
31 RURAL RES BLDG		41,200	41,200
32 RURAL IMP ON AG		1,900	1,900
SUBTOTAL:	20.850	71,614	71,614
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		71,614	71,614

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
COUNTY	374.30		208-782-3160	09/07/2004
SCHOOL 55	545.44		208-785-8800	06/30/2004
3LKFT/SR FIRE	68.80		208-785-3366	09/08/2004
3LFT RURAL LIB	42.96		208-785-8628	08/09/2004
FLOOD #7	8.12		208-785-1940	08/09/2004
AMBULANCE DIST	22.64		208-782-3160	09/07/2004
AMB OVERRIDE	6.00			NO RESPONSE
SUBTOTAL:	1,068.26			
FEES:	44.00			
TOTAL PROPERTY TAXES & FEES:	1,112.26			

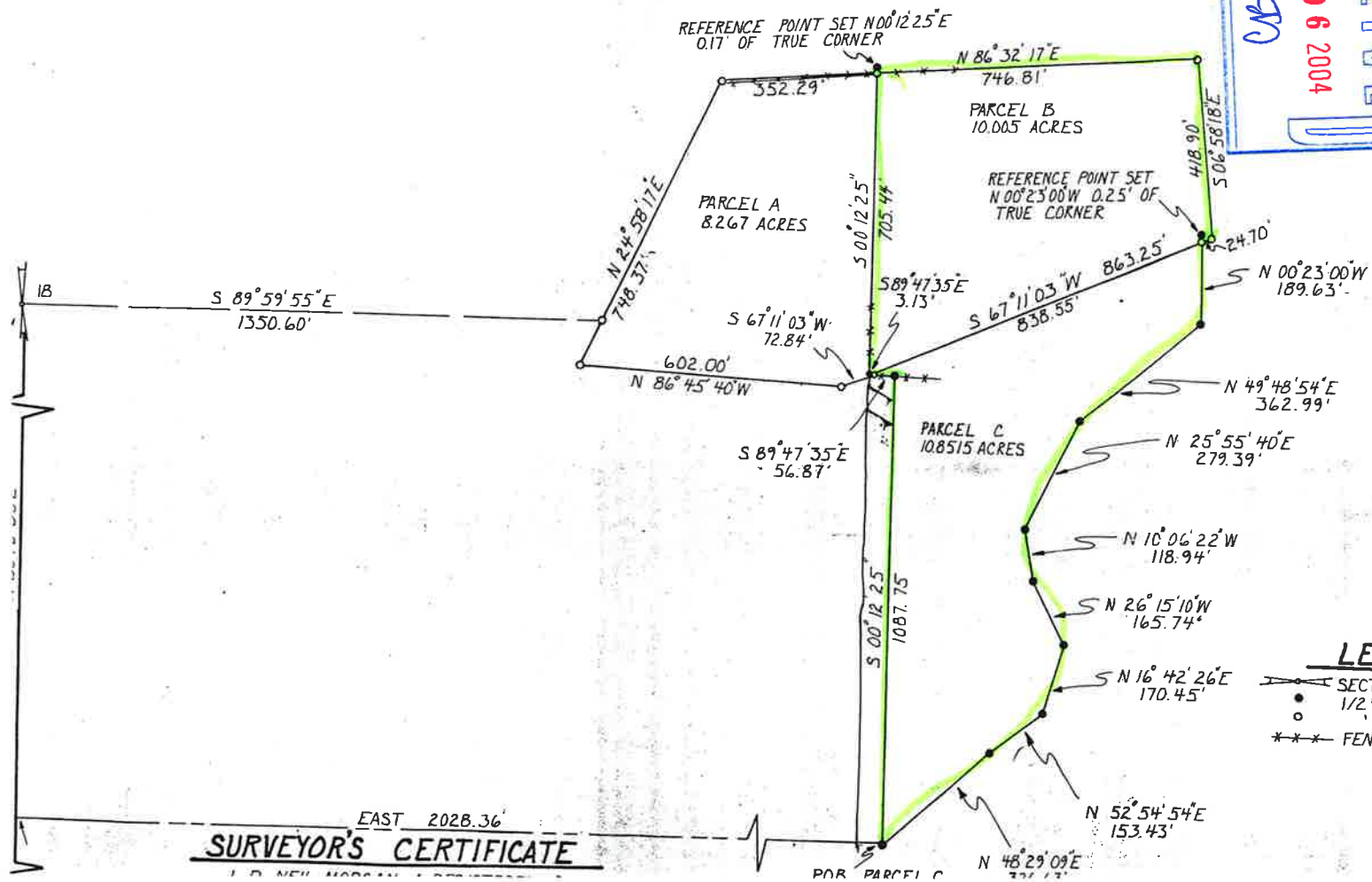


THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

SECTION 10, T.55., R.55E., D.M.

RECEIVED
JUL 06 2004
40

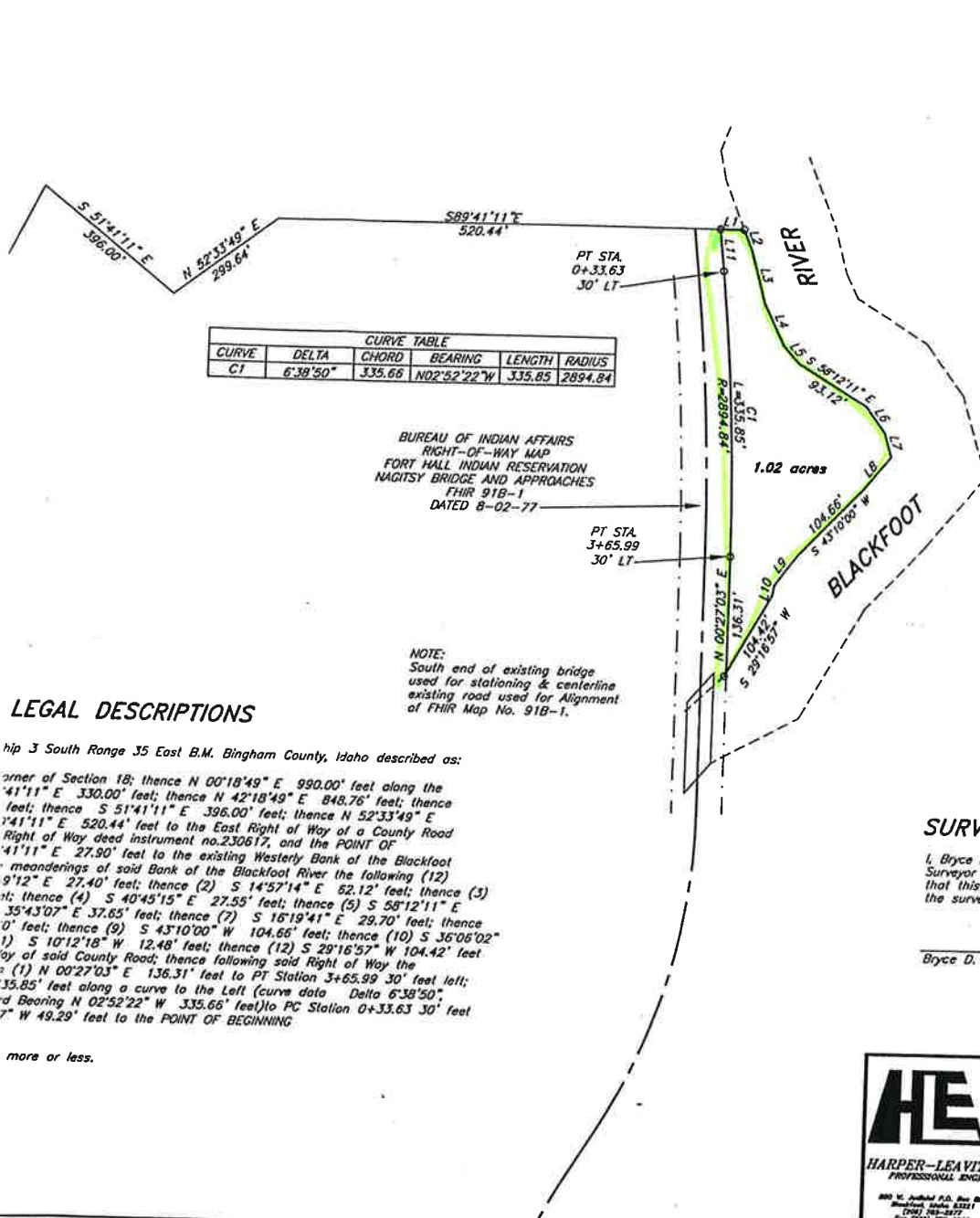


**PART OF
THE NE 1/4
SECTION 18, T. 3 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO**

RECORDER'S CERTIFICATE

Instrument No. _____
Time of Day _____
Date _____
Recorded in Bingham County, Idaho _____

County Recorder



LEGAL DESCRIPTIONS

hip 3 South Range 35 East B.M. Bingham County, Idaho described as:

corner of Section 18; thence N 00°18'49" E 990.00' feet along the
"41'11" E 330.00' feet; thence N 42°18'49" E 848.76' feet; thence
feet; thence S 51°41'11" E 396.00' feet; thence N 52°33'49" E
"41'11" E 520.44' feet to the East Right of Way of a County Road
Right of Way deed instrument no.230617, and the POINT OF
"41'11" E 27.90' feet to the existing Westerly Bank of the Blackfoot
meanderings of said Bank of the Blackfoot River the following (12)
"9'12" E 27.40' feet; thence (2) S 14°57'14" E 62.12' feet; thence (3)
it; thence (4) S 40°45'15" E 27.55' feet; thence (5) S 58°12'11" E
35°43'07" E 37.65' feet; thence (7) S 16°19'41" E 29.70' feet; thence
0' feet; thence (9) S 43°10'00" W 104.66' feet; thence (10) S 36°06'02"
1) S 10°12'18" W 12.48' feet; thence (12) S 29°16'57" W 104.42' feet
oy of said County Road; thence following said Right of Way the
2 (1) N 00°27'03" E 136.31' feet to PT Station 3+65.99 30' feet left;
35.85' feet along a curve to the Left (curve data Delta 6°38'50",
rd Bearing N 02°52'22" W 335.66' feet) to PC Station 0+33.63 30' feet
7" W 49.29' feet to the POINT OF BEGINNING

more or less.

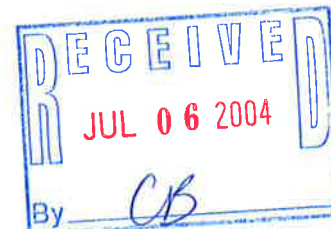
SURVEYORS CERTIFICATE

I, Bryce D. Jolley, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of the survey completed under my supervision.

Bryce D. Jolley License No. 5360 Date _____



RECORD OF SURVEY			
PATRICK TANEY			
SEC. 18, T. 3 S., R. 35 E.B.M.			
HARPER-LEAVITT ENGINEERING, INC.	JOB NO.	04-073	SHEET
PROFESSIONAL ENGINEERS AND LAND SURVEYORS	DATE	8/04/04	1
280 W. Southfield P.O. Box 808 Bozeman, Idaho 83721 (208) 782-8277 Fax (208) 782-2290	282 N. Capitol Ave., P.O. Box 10081 Bozeman, Idaho 83708 (208) 554-8112 Fax (208) 554-8128	DRAWN BY:	C.A.L.
		CHECKED BY:	R.D.L.
		APPROVED BY:	J.L.L.



**PART OF
THE NE 1/4 OF
SECTION 18, T. 3 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO**

RECORDER'S CERTIFICATE

Instrument No. _____
Time of Day _____
Date _____
Recorded in Bingham County, Idaho

County Recorder



0 50 100 200
SCALE: 1" = 100'

CURVE TABLE				
CURVE	DELTA	CHORD	BEARING	LENGTH RADIUS
C1	6°38'50"	335.66	N02°52'22"W	335.85 2894.84

BUREAU OF INDIAN AFFAIRS
RIGHT-OF-WAY MAP
FORT HALL INDIAN RESERVATION
NAGITSY BRIDGE AND APPROACHES
FHIR 918-1
DATED 8-02-77

PT STA.
3+65.99
30' LT

NOTE:
South end of existing bridge
used for stationing & centerline
existing road used for Alignment
of FHIR Map No. 918-1.

LEGAL DESCRIPTIONS

Part of Section 18 Township 3 South Range 35 East B.M. Bingham County, Idaho described as:

Commencing at the SW corner of Section 18; thence N 00°18'49" E 990.00' feet along the Section line; thence S 89°41'11" E 330.00' feet; thence N 42°18'49" E 848.76' feet; thence N 26°18'49" E 1848.00' feet; thence S 51°41'11" E 395.00' feet; thence N 52°33'49" E 299.64' feet; thence S 89°41'11" E 520.44' feet to the East Right of Way of a County Road extended as described in Right of Way deed instrument no.230617, and the POINT OF BEGINNING. Thence S 89°41'11" E 27.90' feet to the existing Westerly Bank of the Blackfoot River; thence following the meanderings of said Bank of the Blackfoot River the following (12) Twelve courses (1) S 21°49'12" E 27.40' feet; thence (2) S 14°57'14" E 62.12' feet; thence (3) S 25°43'12" E 54.80' feet; thence (4) S 40°45'15" E 27.55' feet; thence (5) S 58°12'11" E 93.12' feet; thence (6) S 35°43'07" E 37.65' feet; thence (7) S 16°19'41" E 29.70' feet; thence (8) S 39°05'45" W 51.60' feet; thence (9) S 43°10'00" W 104.66' feet; thence (10) S 36°06'02" W 45.59' feet; thence (11) S 10°12'18" W 12.48' feet; thence (12) S 29°16'57" W 104.42' feet to the Easterly Right of Way of said County Road; thence following said Right of Way the following (3) Three courses (1) N 00°27'03" E 136.31' feet to PT Station 3+65.99 30' feet left; thence (2) Northwesterly 335.85' feet along a curve to the Left (curve data Delta 6°38'50", Radius 2894.84' feet, Chord Bearing N 02°52'22" W 335.66' feet) to PC Station 0+33.63 30' feet left; thence (3) N 06°11'47" W 49.29' feet to the POINT OF BEGINNING

Parcel contains 1.02 acres more or less.

SURVEYORS CERTIFICATE

I, Bryce D. Jolley, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plot is an accurate representation of the survey completed under my supervision.

Bryce D. Jolley Date



HE	RECORD OF SURVEY	
	PATRICK TANEY	
	SEC. 18, T. 3 S., R. 35 E.B.M.	
	HARPER-LEAVITT ENGINEERING, INC. PROFESSIONAL ENGINEERS AND LAND SURVEYORS 800 W. Jackson P.O. Box 800 Boise, Idaho 83721 (208) 333-8977 Fax (208) 333-8999	
JOB NO.: 04-073 DATE: 6/26/04 DRAWN BY: S.J.L. CHECKED BY: S.J.L. APPROVED BY: S.J.L.	SHEET 1 OF 1	

**SNAKE RIVER BASIN ADJUSTICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

Claim Number(s):

27-29 D

Previous Mailing Address:

Patrick Taney
2769 N. Garland Ave. Apt 49
Garland, TX 75040

New Mailing Address:

PO Box 926
Blackfoot, ID 83221

Telephone Number:

(208) 785-2546

Signature of Claimant(s):

Patrick J. Taney

Please return this completed form to the address indicated below:

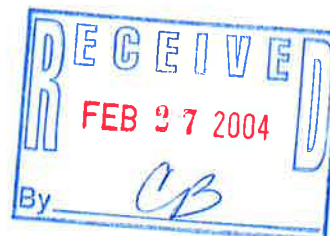
☐ Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400

☐ Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037

☐ Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

☐ Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste A.
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177

☒ Adjudication Bureau
Idaho Dept. of Water Resources
15 West Center Street
Soda Springs, ID 83276
Ph. 208/547-3993 or
FAX 208/547-3939





State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

18 February 2004

Patrick Taney
P. O. Box 926
Blackfoot, ID 83221

COPY

Re: Snake River Basin Adjudication (SRBA)
Claim 27-29D

Subject: ADDRESS CHANGE, DEED & PLACE OF USE (POU)

RESPONSE DATE: 2 MARCH 2004

Dear Claimant(s):

The Idaho Department of Water Resources has begun its water right review in Basin 27. The Notice(s) of Claim identified with the number shown above, has been filed in the SRBA.

In order to update our records with current information, please sign the enclosed "Change in Address of Notice of Claim" form and return it to our Soda Springs office.

Upon further review of this claim, we are unable to identify the 21 irrigated acres. Please provide this office with a copy of your deed together with an aerial map indicating the acres in question.

Another item that needs to be clarified concerns changes is in the POU.

Decreed POU: T2S, R36E, Section 23, 24, 25, 26, 34
T3S, R36E, Sections 3, 4.

Claimed POU: T3S, R35E, Section 18, SENW & NESW, Lot 5.

A water right owner who has made a change in the place of use of a water right prior to commencement of the SRBA without prior IDWR approval may claim the change in the SRBA. IDWR may recommend a right as changed, however, only if the change meets certain requirements. One of those requirements is that the changes not result in injury to other water rights, or that the change be conditioned to prevent injury to other water rights.

Before IDWR may recommend your claim, you must provide IDWR with the date the change was made and some evidence tending to support that date. If the

change was made before November 19, 1987, then the date provided must include the month, day and year. If the change was made after November 19, 1987, then a specific date is not necessary, and the evidence need only support that the change occurred sometime after November 19, 1987.

If we do not hear from you by the above response date, then your claim to water from the new POU will not be recommended to be decreed in the SRBA Court.

If you have any questions please feel free to contact me at 547-3993 in Soda Springs.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/bjp
Enclosure: Change in Address of Notice of Claim

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Eastern District Office
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

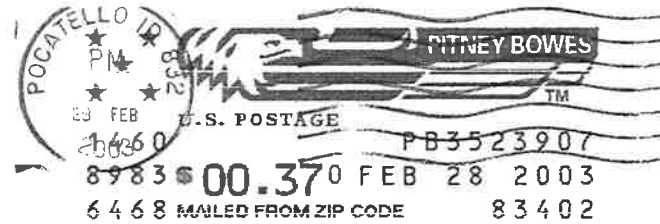
RETURN SERVICE REQUESTED

RECEIVED

1 1 1 1 1 1
Department of Water Resources
Eastern Region

PATRICK TANEY
2769 N GARLAND AVE APT #49
GARLAND TX 75040

RETURN
TO SENDER
NOT DELIVERABLE
AS ADDRESSED





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 7, 1997

PATRICK TANEY
2769 N GARLAND AVE APT #49
GARLAND TX 75040

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim to a Water Right #A27-00029D,
A27-10783, and Docket Sheet Subscription
Change of Address

Dear Claimant:

Thank you for notifying us of the change in address of the Notices of Claim and docket sheet subscription referenced above. Our records have been changed accordingly. The SRBA Court has changed their records for your docket sheet subscription.

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

Sincerely,

A handwritten signature in cursive script that reads 'S. Sherman'.

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

April 20, 1997

Snake River Basin Adjudication
253 3RD Avenue North
Twin Falls, ID

To Whom It May Concern:

This is to inform of a change of Address:

Patrick Taney
2769 N. Garland Ave. Apt. #49
Garland, Tx 75040

Sincerely

Patrick J. Taney

A27-10783

R27-10783

A27-00029D

} modified
05-07-97

.ss

SRBA Court changed
their docket sheet
records (per Danni).

CHANGE IN ADDRESS

This form is solely for purposes of notifying IDWR of a change in address of an adjudication claim.

[] Water Right Number (s): A27-00029D
A27-10783

[] Old Mailing Address: 2038 Palm Space 260
Las Vegas, NV 89104

[] New Mailing Address: 634 Wicken
Duncanville, TX 75137

New Telephone Number: (214) 780-5915

[X] Signature of Claimant: *Patrick J. Sney*
Date: 12/76/91

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

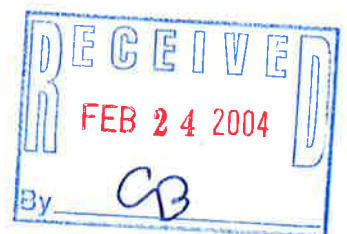
Final Review and Data-Entry

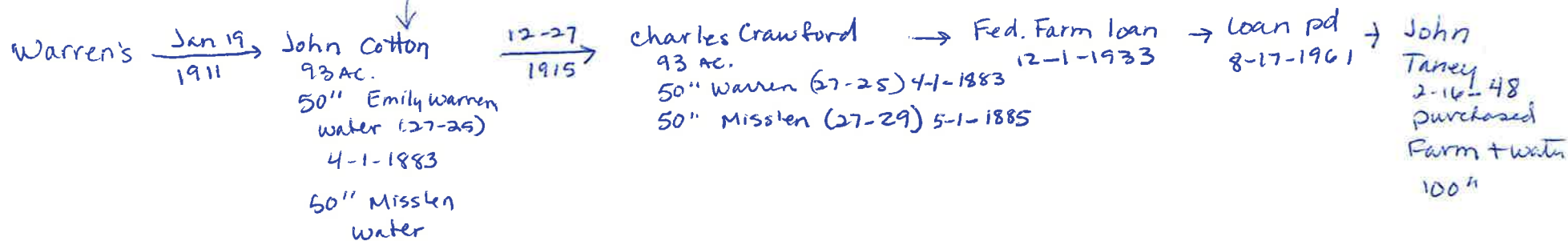
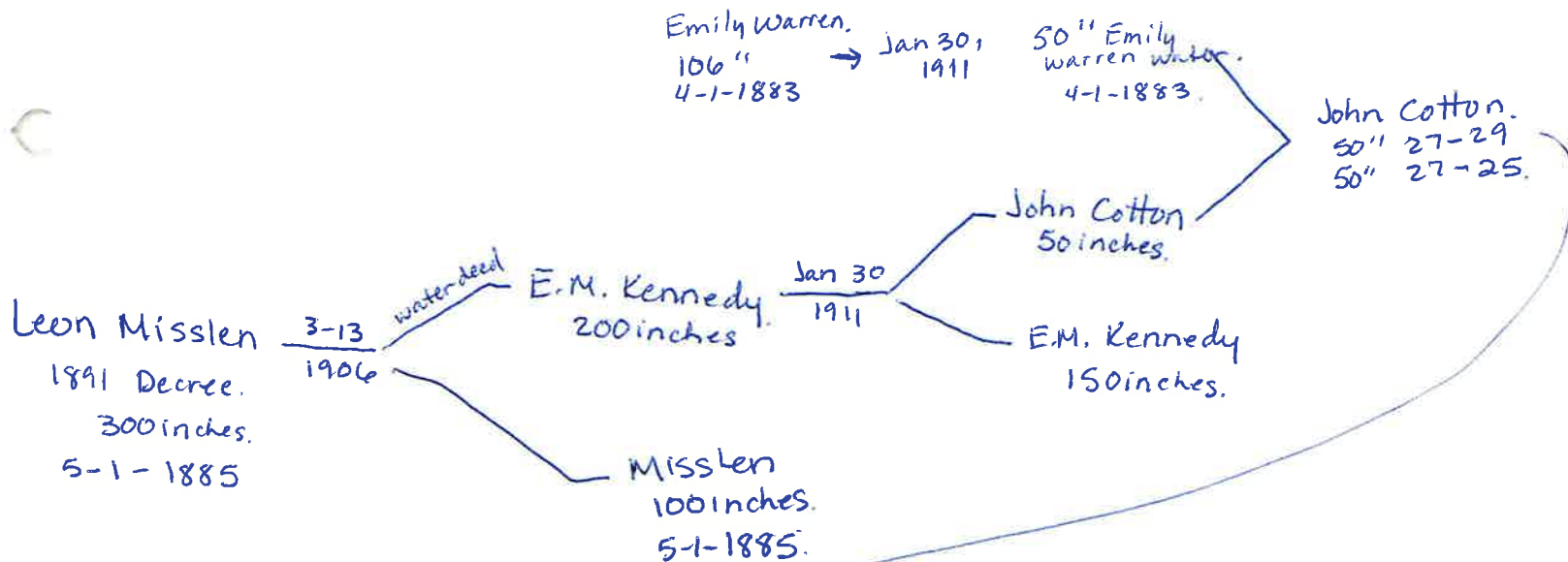
Date: By:

Summary

Property & Water Rights History: Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County

- 1) Warranty Deed: John & Alvina Taney to Patrick J. Taney (Present Owner). Date: 12/1979
- 2) Quitclaim Deed, for 21 inches of Leon Misslin Deed Water. 12/1979
- 3) Property Aerial Map (Configuration of Property)
- 4) Surveyor's Certificate
- 5) Statement concerning water flow pattern from the Blackfoot River to Property.
- 6) Warranty Deed, for the reconfiguration of property between LaVerelle & Deanna Stecklein & John & Alvina Taney. (1 each). 12/1979
- 7) Warranty Deed: John & Alvina Taney To LaVerelle & Deanna Stecklein. 10/1977
- 8) Warranty Deed: Robert & Mary Crawford To John & Alvina Taney. 2/1948
- 9) Federal Land Bank of Spokane: Robert & Mary Crawford assumed Property Ownership & Mortgage from Charles & Cora Crawford. 7/1946
- 10) John & Zona Cotton To Charles Crawford. 12/1915
- 11) George & Anna Warren, Joseph & Urda Warren To John Cotton. 1/1911
- 12) Warranty Deed: E.M. & Isabella Kennedy To John Cotton. 1/1911
- 13) Water Deed: Leon Misslen To E.M. Kennedy. 3/1906
- 14) Quitclaim Deed: Fred Steven To John Cotton. 2/1912
- 15) Documents From the Fifth Judicial District of The State of Idaho. 8/1891

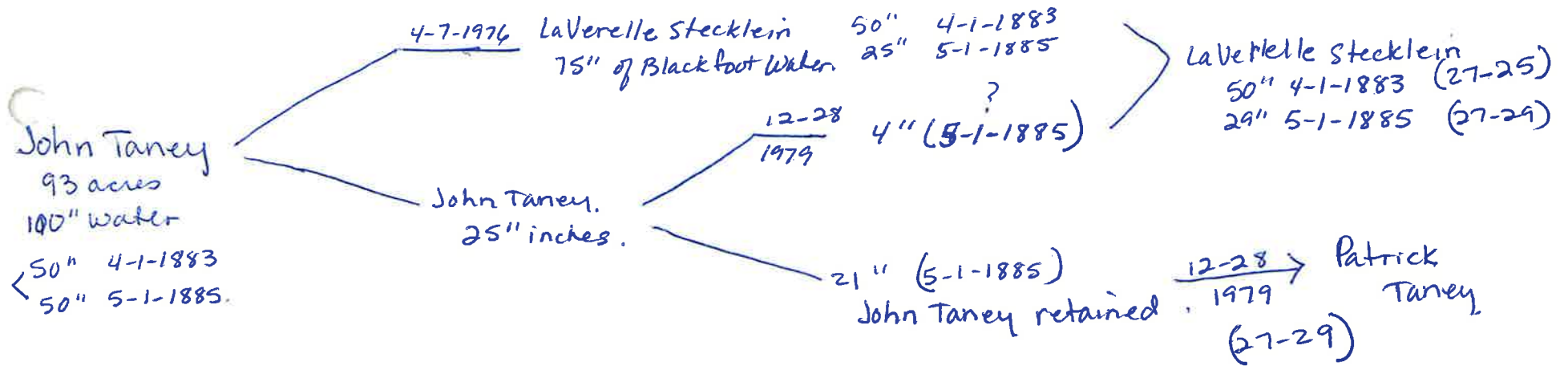




→ 4-7-1976 LaVerelle Stecklein.
75" of Blackfoot water.
3/4 interest in Pump.

10-28
1979

interest in Pump
back to John Taney,
10.8515 acres.



QUITCLAIM DEED

12-28-1979

For Value Received, JOHN TANEY and ALVINA M. TANEY, husband and wife, of Bingham County, Idaho, and PATRICK J. TANEY of Las Vegas, Nevada, Grantors,

do hereby convey, release, remise and forever quit claim unto Laverelle Stecklein and DEANNA STECKLEIN, husband and wife, of Route 3, Box 157, Blackfoot, Bingham County, Idaho 83221, Grantees,

the following described ~~XXXXXXXXXX~~ water rights in Blackfoot River:

50 inches of the waters decreed to Emily Warren, with priority of April 1, 1883, and 29 inches of the water decreed to Leon Misslin, with priority of April 1, 1885, all as decreed in the case of Fred S. Stevens, et al, vs. Eastern Idaho Water Company, dated August 1, 1891.

This conveyance is made to clarify the intent of the Grantors, John Taney and Alvina M. Taney, husband and wife, as to the water rights conveyed by that certain warranty deed dated April 7, 1976, and the water rights conveyed by them by warranty deed dated December 28, 1979, all to the Grantees above named,

COPY

together with their appurtenances.

Dated: December 28, 1979.

Patrick J. Taney

John Taney

Alvina M. Taney

STATE OF IDAHO, COUNTY OF Bingham

On this 28th day of December, 1979, before me, a notary public in and for said State, personally appeared JOHN TANEY and ALVINA M. TANEY, husband and wife, and PATRICK J. TANEY,

RECORDING DATA:

known to me to be the person S who se name S are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

Idaho

Residing at Blackfoot

Comm. Expires: January 31, 1982.

(P)

WARRANTY DEED

261370

12-28-1979

For Value Received, We, JOHN TANEY and ALVINA M. TANEY, husband and wife, of Bingham County, Idaho,

the grantors, do hereby grant, bargain, sell, and convey unto PATRICK J. TANEY, of 126 S. 15th, Apt. 18, Las Vegas, Nevada 89101,

the grantee, the following described premises, to-wit:

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point in a fence line that is North 00°16'00" East along the section line 2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60 feet and North 24°58'17" East 632.53 feet; and North 86°32'17" East along a fence line 352.29 feet; all from the Southwest corner of said Section 18; and running thence North 86°32'17" East 746.81 feet; thence South 06°58'18" East 418.90 feet; thence South 67°11'03" West 863.25 feet; thence North 89°47'37" West 3.13 feet; thence North 00°12'25" East 705.44 feet to the point of beginning.

SUBJECT TO an existing right-of-way 20.00 feet in width for a private roadway along the entire North line of the above-described tract as granted by deed from the Grantors above named to LaVerelle Stecklein and Deanna Stecklein.

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18; and running thence along the West bank of the Blackfoot River North 48°29'09" East 326.63 feet; thence North 52°54'54" East 153.43 feet; thence North 16°42'26" East 170.45 feet; thence North 26°15'10" West 165.74 feet; thence North 10°06'22" West 118.94 feet; thence North 25°55'40" East 279.39 feet; thence North 49°48'54" East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North 00°23'00" West 189.63 feet; thence South 67°11'03" West 838.55 feet; thence South 89°47'35" East 56.87 feet; thence South 00°12'25" West 1087.75 feet to the point of beginning.

ALSO 21 inches of the decreed water of the Blackfoot River decreed in the case of Fred S. Stevens, et. al vs. Eastern Idaho Water Company, with priority April 1, 1885.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Also an electric motor and pump used to divert water from the Blackfoot River at the Northeast corner of the last-described tract.

JOHN TANEY

ALVINA M. TANEY

STATE OF IDAHO, COUNTY OF Bingham

On this 28th day of December, 1979, before me, a notary public in and for said State, personally appeared JOHN TANEY and ALVINA M. TANEY, 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.

Notary Public

Blackfoot

Idaho

Reading at

Jan 31, 1982

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19 _____, in my office, and duly recorded in Volume _____
of the Official Records.

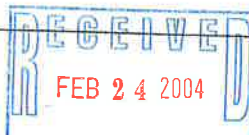
Ex-Officio Recorder

By _____

Deputy.

Fees \$ _____
Mail to: _____

INSTRUMENT No.



54247

Scott HX one
P.O. 100
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 18⁰⁰ DEP JP
2004 JUN 25 AM 9:22
CK 7427
RECORDED AT THE REQUEST OF

CORRECTION DEED

Warranty Deed to Correct instrument #261370
and any subsequent Deeds

For Value Received, I, Alvina M. Taney, Individually and as Personal Representative of the Estate of my deceased husband, John Taney, of Bingham County, Idaho, the grantors, do hereby grant, bargain, sell, and convey unto PATRICK J. TANEY, of P.O. Box 926, Blackfoot, Idaho 83221, the grantee, the following premises contained in the following description, to-wit:

The legal description set forth in exhibit "A" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 5545, recorded on the 11th day of March, 1948.

Excepting therefrom the following described premises, to wit:

The legal description set forth in exhibit "B" attached hereto and incorporated thereby as if set forth in full and as described in Bingham County Instrument #212973, recorded on the 2nd day of June, 1976.

As modified by the following land exchange in 1979, to wit:

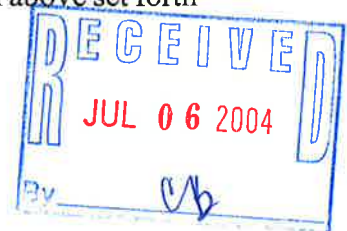
The legal description set forth in exhibit "C" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261368, recorded on the 31st day of December, 1979.

The legal description set forth in exhibit "D" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261369, recorded on the 31st day of December, 1979.

This Correction Deed shall not effect the water rights previously transferred by Bingham County Instrument # 261367.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances as herein above set forth

27-25-4
27-29



and that they will warrant and defend the same from all lawful claims whatsoever.

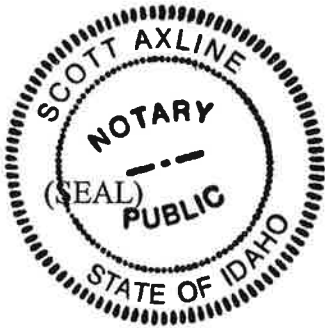
Alvina M. Taney Alvina M. Taney

Alvina M. Taney
Individually

Alvina M. Taney
As Personal Representative of the
Estate of John Taney

STATE OF IDAHO)
 :SS
COUNTY OF BINGHAM)

On the 24th day of June, 2004, before me, a notary public for the State of Idaho, personally appeared Alvina M. Taney, Individually and as Personal Representative of the Estate of John Taney, X who is personally known to me to be the signer of the above instrument, and acknowledged that she signed it.



Scott Axline
NOTARY PUBLIC
RESIDING IN Blackfoot
COMMISSION EXP. 08-2006

Exhibit "A"

Commencing at the Southwest corner of Section 18, Township 3 South, Range 35 E. B. M., and running thence North 15 chains; thence East 5 chains; thence North 42° East 12.88 chains; thence North 26° East 28 chains; thence South 52° East 6 chains; thence North 52°15' East 4.54 chains; thence East 7.3 chains to the West bank of the Blackfoot River; thence meandering said Blackfoot River as follows: South 37° East 5.72 chains; thence South 34°30' West 6.66 chains; thence South 55°30' West 5.1 chains; thence South 24°15' West 4.34 chains; thence South 15°45' East 5.54 chains; thence South 61°15' West 6.1 chains; thence South 19°45' West 4.54 chains; thence South 34°30' West 5.19 chains; thence West 5.93 chains; thence South 58° West 11 chains; thence South 22°45' West 2.46 chains; thence South 3°03' East 7.9 chains; thence West 11.91 chains to the place of beginning.

Together with all water and ditch rights thereunto belonging or in anywise appertaining and particularly 100 inches of decreed water in the Blackfoot River.

[illegible]

Beginning at a point which is N. 330 feet, E. 330 feet, N. 42° E. 848.3 feet, N. 25° E. 1849 feet and S. 73° E. 132 feet from the SW corner of said Section 18, thence S. 53° E. 274 feet, thence N. 52° 15' E. 330 feet, thence S. 87° 30' W. 494 feet to the point of beginning.

EXCEPTING THEREFROM. A portion of the West half of said Section 18 described as: Beginning at a point in a fence line that is N 06° 14' 00" E. along the Section line 2627.22 feet to the West quarter corner, thence S 69° 19' 15" W. 1350.50 feet from the SW corner of said Section 18, thence N 24° 33' 17" E. 2002.22 feet to Eps 632.53 feet; thence N 35° 32' 17" E. along a fence line 1091.10 feet, thence S 06° 52' 12" E. along a fence line to the W. line of a County Road 418.20 feet, thence S 67° 11' 03" W. along a fence 956.09 feet, thence N 26° 45' 49" W. 502.00 feet, thence N 24° 33' 17" E. along a fence line 1508.22 feet to the point of beginning.

[illegible][illegible]

Receipts of the above income and other property may be used for mitigation of the tax liability only if it applies to taxes of the decedent which of Black and White's estate is entitled to a credit for taxes so paid. The estate may, upon payment of the tax liability, in no event, elect to use any of the above for other than the above purposes. The estate may, however, elect to use the above for other than the above purposes if the estate so elects.

Subject's taxes include taxes on income for the year 1976. With this Grant, we are obligated to carry out the existing 1976 year of government duties, and to fulfill rights of way, law, order and regulation, and to ensure the public's working and other population of the

Exhibit "C"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18; and running thence along the West bank of the Blackfoot River North 48°29'09" East 326.63 feet; thence North 52°54'54" East 153.43 feet; thence North 16°42'26" East 170.45 feet; thence North 26°15'10" West 165.74 feet; thence North 10°06'22" West 118.94 feet; thence North 25°55'40" East 279.39 feet; thence North 49°48'54" East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North 00°23'00" West 189.63 feet; thence South 67°11'03" West 838.55 feet; thence South 89°47'35" East 56.87 feet; thence South 00°12'25" West 1087.75 feet to the point of beginning.

Parcel contains 10.8515 acres.

ALSO all of the right, title, and interest of the Grantors in and to an electric motor and pump used to divert water from the Blackfoot River at the Northeast corner of the above-described tract.

Exhibit "D"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East along the section line 2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60 feet from the Southwest corner of said Section 18; thence North 24°58'17" East 632.63 feet; thence North 86°32'17" East along a fence line 352.29 feet; thence South 00°12'25" West 705.44 feet; thence South 89°47'35" East 3.13 feet; thence South 67°11'03" West 72.84 feet; thence North 86°45'40" West 602.00 feet thence North 24°58'17" East 115.84 feet to the point of beginning.

Parcel contains 8.267 acres.

ALSO an easement for a private roadway 25.00 feet in width extending from the Northeast corner of the above-described tract North 86°32'17" East 746.81 feet to the County road; thence South 06°58'18" East along said road 20.00 feet; thence South 86°32'17" West 747.00 feet more or less to the East line of said tract; thence North 00°12'25" East 20.00 feet to the point of beginning. The Grantors reserve to themselves, their heirs and assigns, the right to maintain gates at both ends of the said private road to prevent use thereof by the public and in order to turn livestock, and further reserve the right to terminate this easement in the event the lands above described are used for other than farming purposes.

Also, 4 inches of the decreed water of the Blackfoot River, decreed in the case of Fred S. Stevens, et. al. vs. Eastern Idaho Water Company, with priority of April 1, 1885, from the decree of Leon Misslin.

542476

542477

CORRECTION DEED

Special Warranty Deed to Correct Instruments # 504274 and 504747
and any subsequent Deeds

1. **Date**

June 24, 2004.

2. **Parties**

Grantor: Patrick J. Taney, a single person.

Current Address: P.O. Box 926
Blackfoot, Idaho 83221

Grantee: PATRICK J. TANEY, Sole Trustee, or his successors in Trust, under the
PATRICK J. TANEY LIVING TRUST, dated July 10, 2001, and any
amendments thereto.

Current Address: c/o Patrick J. Taney, Trustee
P.O. Box 926
Blackfoot, Idaho 83221

3. **Property**

Idaho County: Bingham

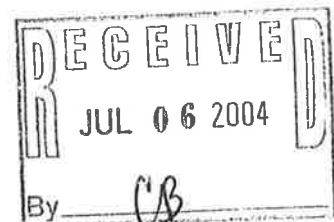
Transferred Interest: Grantor's entire fee simple.

The following premises contained in the following description, to-wit:

The legal description set forth in exhibit "A" attached hereto and incorporated
thereby as if set forth in full, which legal description is taken from Bingham County
Instrument # 5545, recorded on the 11th day of March, 1948.

Excepting therefrom the following described premises, to wit:

The legal description set forth in exhibit "B" attached hereto and incorporated
thereby as if set forth in full and as described in Bingham County Instrument
#212973, recorded on the 2nd day of June, 1976.



14.7

As modified by the following land exchange in 1979, to wit:

The legal description set forth in exhibit "C" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261368, recorded on the 31st day of December, 1979.

The legal description set forth in exhibit "D" attached hereto and incorporated thereby as if set forth in full, which legal description is taken from Bingham County Instrument # 261369, recorded on the 31st day of December, 1979.

This Correction Deed shall not effect the water rights previously transferred by Bingham County Instrument # 261367.

All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.

Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance.

4. Consideration

Ten Dollars and other good and valuable consideration, receipt of which is acknowledged.

5. Grant

Grantor, for consideration listed above hereby grants, bargains, sells, conveys and confirms to grantee, its successors and assigns, the transferred interest in the property described in this deed.

6. Warranties

Grantor, for himself, his heirs, successors and assigns, covenants with grantee, its successors, and assigns as follows:

Grantor is currently the owner of the property as described in this deed.

Grantor has good right to convey the property described in this deed to Grantee.

The property described in this deed is free from all encumbrances, except as otherwise shown in this deed or of record.

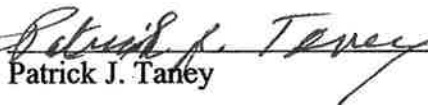
Grantor and his heirs and successors will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to grantee, his heirs, successors and assigns against the lawful claims of all persons.

The warranty in this deed:

- (1) is limited in this matter to the coverage the grant(s) have under any policy of title insurance or damages of \$10.00 (whichever is greater) and
- (2) is to confirm that the doctrine of after acquired title applies.

7. Construction

In construing this deed, and where the contest so requires, the singular includes the plural and the masculine, the feminine and the neuter.


Patrick J. Taney

STATE OF IDAHO)
 :ss
COUNTY OF BINGHAM)

On the 24th day of June, 2004, before me, a notary public for the State of Idaho, personally appeared Patrick J. Taney,
X who is personally known to me
to be the signer of the above instrument, and acknowledged that he signed it.




NOTARY PUBLIC
RESIDING IN Blackfoot
COMMISSION EXP. 08-2006

Exhibit "A"

Commencing at the Southwest corner of Section 18, Township 3 South, Range 35 E. B. M., and running thence North 15 chains; thence East 5 chains; thence North 42° East 12.68 chains; thence North 26° East 28 chains; thence South 52° East 6 chains; thence North 52°15' East 4.54 chains; thence East 7.3 chains to the West bank of the Blackfoot River; thence meandering said Blackfoot River as follows: South 37° East 5.72 chains; thence South 34°30' West 6.66 chains; thence South 55°30' West 5.1 chains; thence South 24°15' West 4.34 chains; thence South 15°45' East 5.54 chains; thence South 61°15' West 6.1 chains; thence South 19°45' West 4.54 chains; thence South 34°30' West 5.19 chains; thence West 5.93 chains; thence South 58° West 11 chains; thence South 22°45' West 2.46 chains; thence South 3°03' East 7.9 chains; thence West 11.91 chains to the place of beginning.

Together with all water and ditch rights thereunto belonging or in anywise appertaining and particularly 100 inches of decreed water in the Blackfoot River.

Exhibit "B"

Exhibit "C"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North $00^{\circ}16'00''$ East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18; and running thence along the West bank of the Blackfoot River North $48^{\circ}29'09''$ East 326.63 feet; thence North $52^{\circ}54'54''$ East 153.43 feet; thence North $16^{\circ}42'26''$ East 170.45 feet; thence North $26^{\circ}15'10''$ West 165.74 feet; thence North $10^{\circ}06'22''$ West 118.94 feet; thence North $25^{\circ}55'40''$ East 279.39 feet; thence North $49^{\circ}48'54''$ East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North $00^{\circ}23'00''$ West 189.63 feet; thence South $67^{\circ}11'03''$ West 838.55 feet; thence South $89^{\circ}47'35''$ East 56.87 feet; thence South $00^{\circ}12'25''$ West 1087.75 feet to the point of beginning.

Parcel contains 10.8515 acres.

ALSO all of the right, title, and interest of the Grantors in and to an electric motor and pump used to divert water from the Blackfoot River at the Northeast corner of the above-described tract.

Exhibit "D"

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East along the section line 2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60 feet from the Southwest corner of said Section 18; thence North 24°58'17" East 632.63 feet; thence North 86°32'17" East along a fence line 352.29 feet; thence South 00°12'25" West 705.44 feet; thence South 89°47'35" East 3.13 feet; thence South 67°11'03" West 72.84 feet; thence North 86°45'40" West 602.00 feet thence North 24°58'17" East 115.84 feet to the point of beginning.

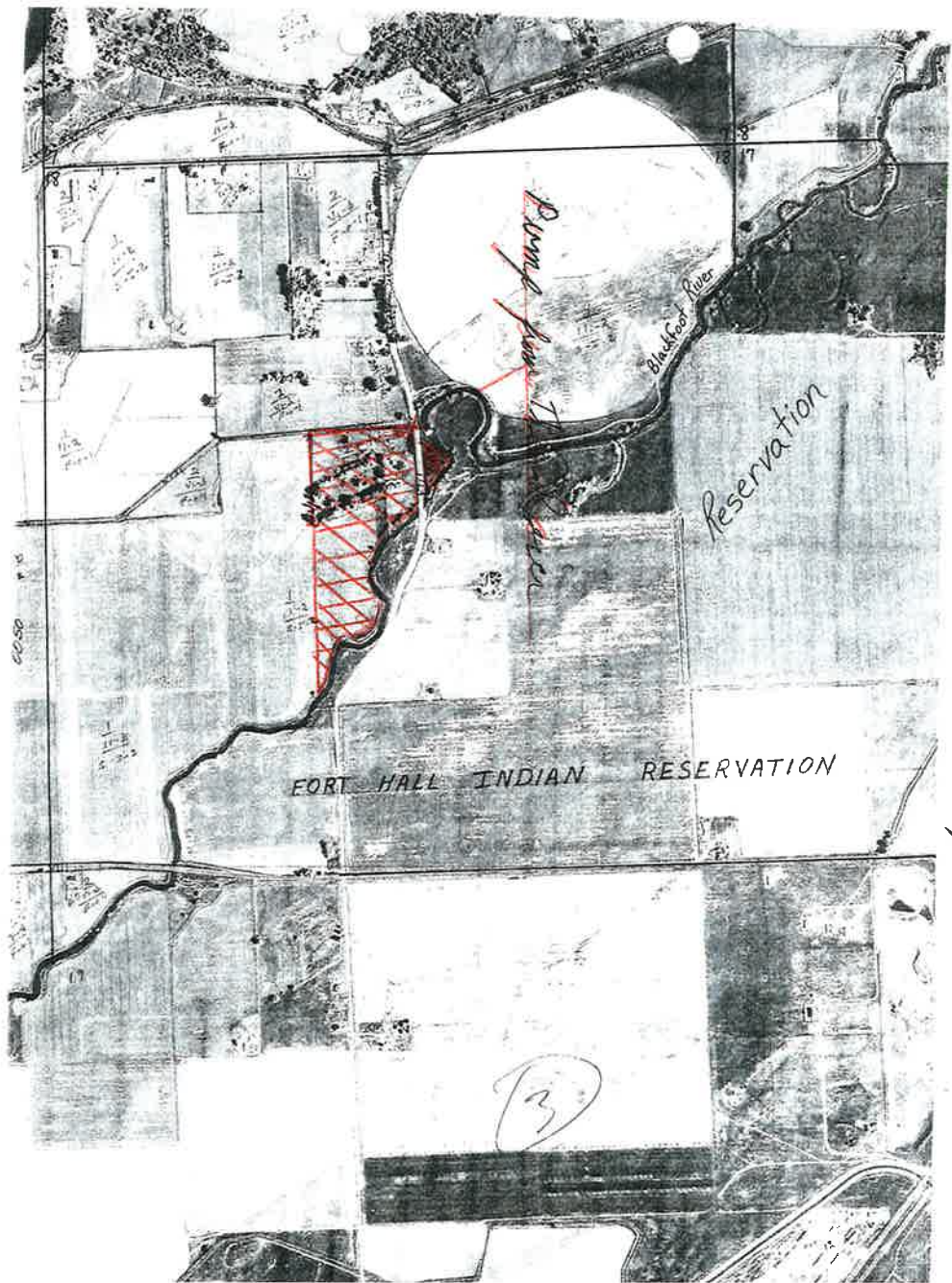
Parcel contains 8.267 acres.

ALSO an easement for a private roadway 25.00 feet in width extending from the Northeast corner of the above-described tract North 86°32'17" East 746.81 feet to the County road; thence South 06°58'18" East along said road 20.00 feet; thence South 86°32'17" West 747.00 feet more or less to the East line of said tract; thence North 00°12'25" East 20.00 feet to the point of beginning.

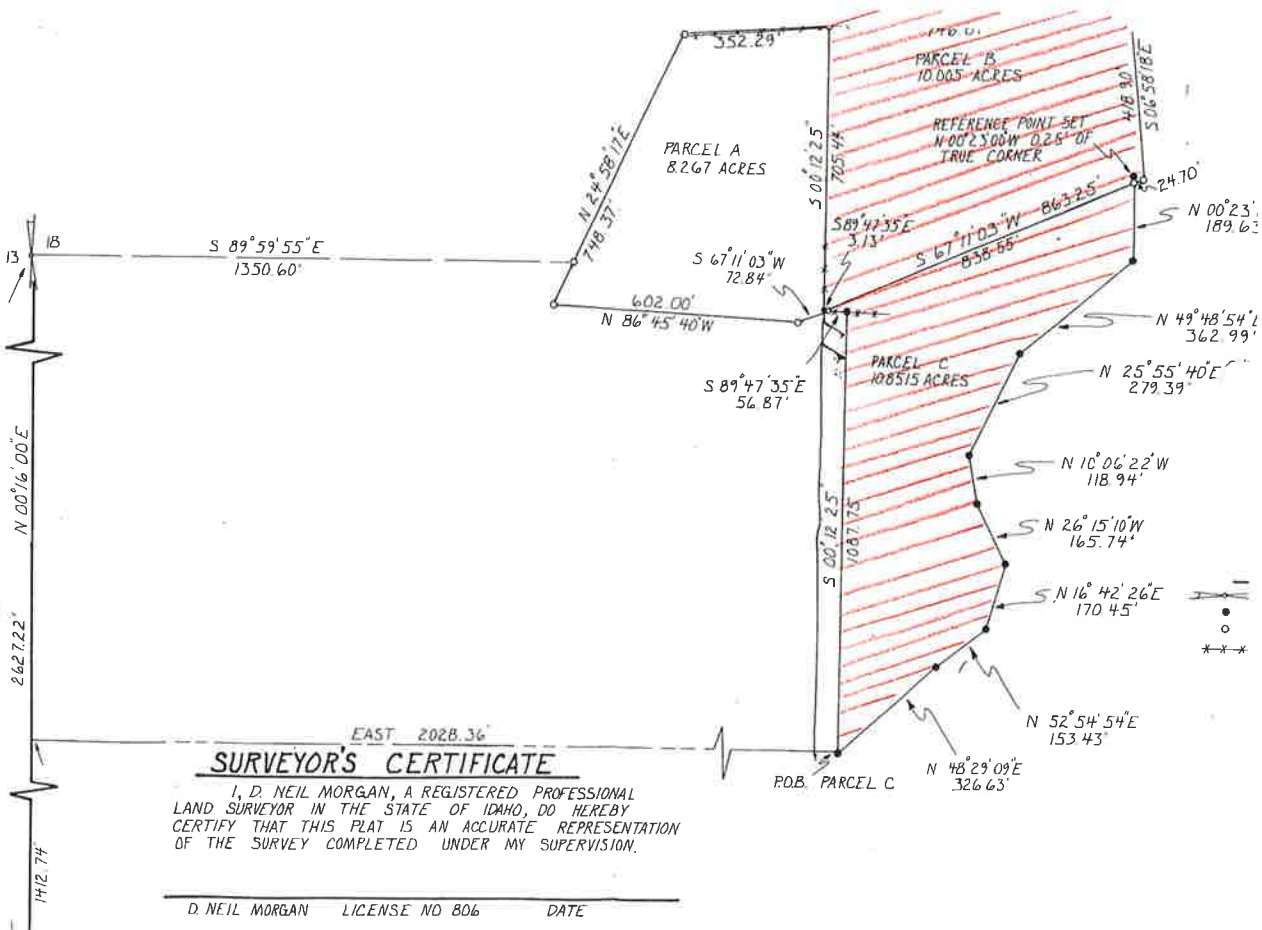
The Grantors reserve to themselves, their heirs and assigns, the right to maintain gates at both ends of the said private road to prevent use thereof by the public and in order to turn livestock, and further reserve the right to terminate this easement in the event the lands above described are used for other than farming purposes.

Also, 4 inches of the decreed water of the Blackfoot River, decreed in the case of Fred S. Stevens, et. al. vs. Eastern Idaho Water Company, with priority of April 1, 1885, from the decree of Leon Misslin.

542477



Southwest Cornal Section 18, 120m above sea level 35 E. 6. M



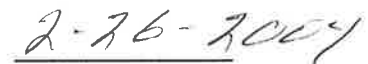
To Whom It May Concern:

The Decreed Water associated (Reference: Stevens VS Eastern Idaho Water Co. 1891) with the Property located at Section 18, Township 3, South Range 35 E.B.M. The original diversion source from the Blackfoot River utilized the Steven Dam and associated canal and ditch system. This point was approximately a mile and half Northeast of the Property.

In the mid to late 1950's the supply source change from the Steven Dam to another Dam located 150 feet from the Northeast boundary of the Property. Electrical operated lift Pump was installed on the Northeast corner of the property and water was supplied through a head gate and buried culver system to the pump pit.

This Pumping System has been utilized to supply decreed water to the property for approximately the last forty-six years.


Patrick J. Taney


Date

5

AFFIDAVIT

6-11-1920

State of Idaho :
County of Bingham :ss.

W.H. Stufflebeam, being first duly sworn, deposes and says that he was well and personally acquainted with Joseph Warren the grantor of that certain warranty deed dated September 3rd, 1884 and recorded in book "B" of Deeds at page 760 of the records of Bingham County, Idaho; and also with Emily Warren, the grantee of that certain Warranty Deed, dated May 16th, 1888 and recorded in book "E" of Deeds at page 5 of the records of Bingham County, Idaho; and hereby certifies that the said mentioned Joseph Warren and Emily Warren were husband and wife on September 3rd, 1884 affiant further certifies that Alice Warren Miller, one of the grantors of those two certain quitclaim deeds dated April 20th, 1904 and recorded in book "15" of Deeds at pages 382 and 389 of the records of Bingham County, Idaho, was the daughter of Joseph Warren, deceased, named in his will and in the Probate Proceedings of his estate in Bingham County, Idaho, as Alice Warren.

Affiant further certifies that Emily Warren Hodder, grantor of that certain Warranty Deed dated February 2nd, 1904 and recorded in book "3" of Deeds at page 74 of the records of Bingham County, Idaho, was the widow of Joseph Warren, deceased, and named in his will and in the Probate Proceedings of his estate in Bingham County, Idaho, as Emily Warren.

Affiant further certifies that George Warren, one of the grantors of that certain Warranty Deed, dated August 3rd, 1907 and recorded in book "9" of Deeds at page 402 of the records of Bingham County, Idaho, is the identical person who is named as George R. Warren in those two certain Quitclaim deeds dated April 20th, 1904 and recorded in book "15" of Deeds at page 382 and 389 of the records of Bingham County, Idaho, and who also the grantee in that certain Warranty Deed, dated March 2nd, 1904 and recorded in book "15" of Deeds at page 483 of the records of Bingham County, Idaho.

W. H. Stufflebeam,
Subscribed and sworn to before me this 11th day of June,
1920.

N. J. Thorstenberg, Notary Public
of Idaho
Residing at Blackfoot, Idaho.

(Seal)
My commission expires
Jan. 25, 1921.

Recorded-June 11th, 1920 at-
1:06 P.M., in book "E" of Miscel-
laneous at page 29 of the re-
cords of Bingham County, Idaho.

6.9

36

WARRANTY DEED

212973

4-7-1976

For Value Received, We, JOHN TANEY and ALVINA M. TANEY, husband and wife,
of Bingham County, Idaho,

the grantor S, do hereby grant, bargain, sell, and convey unto LAVERELLE STECKLEIN and
DEANNA STECKLEIN, husband and wife, of Route 3, Box 82, Blackfoot, Idaho 83221,

the grantee S, the following described premises, to-wit:

212973

TO
BINGHAM COUNTY, IDAHO
GRACE WILLIAMS, RECORDER

'76 JUN 2 PM 4 04

OFFICIAL RECORD OK NO
FEE 2.00 DEPUTY
RECEIVED AT REQUEST OF

BINGHAM TITLE & TRUST CO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee S, that they are the owners in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that they will warrant and
defend the same from all lawful claims whatsoever.
Dated: April 7, 1976.

(2)

John Taney
Alvina M. Taney

STATE OF IDAHO, COUNTY OF Bingham

On this 7th day of April, 1976,
before me, a notary public in and for said State, personally
appeared JOHN TANEY and ALVINA M. TANEY,
husband and wife,

known to me to be the person S whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Grace Williams
Notary Public

Residing at Blackfoot, Idaho
Comm. Expires: January 31, 1978

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Volume
of the Official Records.

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

INSTRUMENT NO.

11.5

2

Subject to: taxes and water assessments for the year 1976, which the Grantees assume and agree to pay; to all existing reservations in government patents; to all existing rights of way for roads and irrigation ditches, and to existing building, zoning and other regulations of use.

reserved by the Grantors.

Water Company, and a 3/4 interest in and to an electric motor and pump used to divert such water from Blackfoot River at the Northeast corner of the tract herein

Together with the water rights and ditch rights of way used for the irrigation of the lands hereby conveyed, and particularly 75 inches of the decreed water of Blackfoot River, decreed in the case of Fred S. Stevens, et al., vs The Eastern Idaho Water Company, and a 3/4 interest in and to an electric motor and pump used to divert such water from Blackfoot River at the Northeast corner of the tract herein

ALSO EXCEPTING THEREFROM That portion thereof lying East of the County Road, to the point of beginning;

thence N. 26° E. 96.2 feet, thence S. 52° E. 122 feet, thence S. 87°35' W. 134.5 feet

N. 42° E. 848.8 feet, and N. 26° E. 1751.5 feet from the SW corner of said Section 18,

ALSO EXCEPTING THEREFROM: Beginning at a point which is N. 990 feet, E. 330 feet;

E. along a fence line 115.84 feet to the point of beginning;

W. along a fence 936.09 feet; thence N. 86°45'40" W. 602.00 feet; thence N. 24°58'17" E. along a fence line on the W. line of a County Road 418.90 feet; thence S. 67°11'03" 632.53 feet; thence N. 86°32'17" E. along a fence line 1099.10 feet; thence S. 06°58'18" feet from the SW corner of said Section 18, thence N. 24°58'17" E. along a fence line Section line 2627.22 feet to the West quarter corner, and S. 89°19'55" E. 1356.60 described as: Beginning at a point in a fence line that is N 00°16'00" E. along the EXCEPTING THEREFROM. A portion of the West half of said Section 18 to the point of beginning;

thence S. 52° E. 274 feet, thence N. 52°15' E. 350 feet, thence S. 87°35' W. 494 feet

N. 26° E. 1848 feet and S. 52° E. 122 feet from the SW corner of said Section 18,

Beginning at a point which is N. 990 feet, E. 330 feet, N. 42° E. 848.3 feet,

521.4 feet; thence W. 786.06 feet to the place of beginning; also

thence S. 58° W. 726 feet; thence S. 22°45' W. 162.36 feet; thence S. 3°03' E. thence S. 19°45' W. 299.64 feet; thence S. 34°30' W. 342.54 feet; thence W. 391.38 24°15' W. 286.44 feet; thence S. 15°45' E. 385.64 feet; thence S. 61°15' W. 402.6 feet; 377.2 feet; thence S. 34°30' W. 439.56 feet; thence S. 55°36' W. 336.6 feet; thence S. of the Blackfoot River; thence following said Blackfoot River as follows: S. 37° E. S. 52° E. 396 feet; thence N. 52°15' E. 299.64 feet; thence E. 481.8 feet to the W. bank thence E. 330 feet; thence N. 42° E. 848.76 feet; thence N. 26° E. 1848 feet; thence Commencing at the SW corner of said Section and running thence N. 990 feet East of the Boise Meridian, in Bingham County, Idaho, described as:

A portion of Section 16, Township 3 South, Range 35,

WARRANTY DEED

108-1979

For Value Received, We, JOHN TANEY and ALVINA M. TANEY, husband and wife, of Bingham County, Idaho,

the grantors, do hereby grant, bargain, sell, and convey unto LaVERELLE STECKLEIN and DEANNA STECKLEIN, husband and wife, of Route 3, Box 157, Blackfoot, Idaho 83221,

the grantee, the following described premises, to-wit:

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East along the section line 2627.22 feet (to the West 1/4 corner) and South 89°19'55" East 1350.60 feet from the Southwest corner of said Section 18; thence North 24°58'17" East 632.63 feet; thence North 86°32'17" East along a fence line 352.29 feet; thence South 00°12'25" West 705.44 feet; thence South 89°47'35" East 3.13 feet; thence South 67°11'03" West 72.84 feet; thence North 86°45'40" West 602.00 feet thence North 24°58'17" East 115.84 feet to the point of beginning.

Parcel contains 8.267 acres.

ALSO an easement for a private roadway 25.00 feet in width extending from the Northeast corner of the above-described tract North 86°32'17" East 746.81 feet to the County road; thence South 06°58'18" East along said road 20.00 feet; thence South 86°32'17" West 747.00 feet more or less to the East line of said tract; thence North 00°12'25" East 20.00 feet to the point of beginning.

The Grantors reserve to themselves, their heirs and assigns, the right to maintain gates at both ends of the said private road to prevent use thereof by the public and in order to turn livestock, and further reserve the right to terminate this easement in the event the lands above described are used for other than farming purposes.

Also, 4 inches of the decreed water of the Blackfoot River, decreed in the case of Fred S. Stevens, et. al. vs. Eastern Idaho Water Company, with priority of April 1, 1885, from the decree of Leon Misslin.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: December 28, 1979.

JOHN TANEY

ALVINA M. TANEY

STATE OF IDAHO, COUNTY OF

On this 28th day of December, 1979, before me, a notary public in and for said State, personally appeared JOHN TANEY and ALVINA M. TANEY, 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.

Notary Public

Residing at Blackfoot, Idaho

Comm. Expires Jan. 31, 1982

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Volume _____
of the Official Records.

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

6

WARRANTY DEED

261368

For Value Received, We, LaVERELLE STECKLEIN and DEANNA STECKLEIN, husband and wife, of Bingham County, Idaho,

the grantors, do hereby grant, bargain, sell, and convey unto JOHN TANEY and ALVINA M. TANEY, husband and wife, of Route 3, Box 104, Blackfoot, Idaho 83221,

the grantees, the following described premises, to-wit:

Part of Section 18, Township 3 South, Range 35, East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 00°16'00" East 1412.74 feet along the section line and East 2028.36 feet from the Southwest corner of said Section 18; and running thence along the West bank of the Blackfoot River North 48°29'09" East 326.63 feet; thence North 52°54'54" East 153.43 feet; thence North 16°42'26" East 170.45 feet; thence North 26°15'10" West 165.74 feet; thence North 10°06'22" West 118.94 feet; thence North 25°55'40" East 279.39 feet; thence North 49°48'54" East 362.99 feet; thence leaving said Blackfoot River and running along a fence line on the West side of a county road North 00°23'00" West 189.63 feet; thence South 67°11'03" West 838.55 feet; thence South 89°47'35" East 56.87 feet; thence South 00°12'25" West 1087.75 feet to the point of beginning.

Parcel contains 10.8515 acres.

ALSO all of the right, title, and interest of the Grantors in and to an electric motor and pump used to divert water from the Blackfoot River at the Northeast corner of the above-described tract.

79 DEC 31 PM 4 48
261368

RECORDED AT THE REQUEST OF

Alan Hennrich
Jurich, Martech, et al

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GranteeS, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: December 28, 1979.

LaVerelle Stecklein
LaVERELLE STECKLEIN

Deanna Stecklein
DEANNA STECKLEIN

STATE OF IDAHO, COUNTY OF Bingham

On this 28th day of December, 1979, before me, a notary public in and for said State, personally appeared LaVerelle Stecklein and Deanna Stecklein, 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.

[Signature]
Notary Public
Residing at Blackfoot, Idaho
Comm. Expires Jan. 31, 1982

STATE OF IDAHO, COUNTY OF

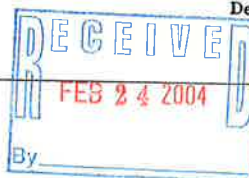
I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19 _____, in my office, and duly recorded in Volume _____ of the Official Records.

Ex-Officio Recorder

By _____ Deputy.

Fees \$ _____
Mail to: _____



INSTRUMENT No.

2-16-1948

WARRANTY DEED

THIS INDENTURE, Made this 16th day of February

in the year of our Lord one thousand nine hundred and forty-eight, between

ROBERT CRAWFORD and MARY CRAWFORD, husband and wife,

of the County of Bingham State of Idaho

the parties of the first part, and

JOHN TANEY

of the County of Bingham State of Idaho

the party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of EIGHTEEN THOUSAND FIVE HUNDRED and no/100- -(\$18,500.00)- - - - DOLLARS, lawful money of the United States of America,

to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Bingham State of Idaho, to-wit:

Commencing at the Southwest corner of Section 18, Township 3 South, Range 35 E. B. M., and running thence North 15 chains; thence East 5 chains; thence North 42° East 12.86 chains; thence North 26° East 28 chains; thence south 52° East 6 chains; thence North 52°15' East 4.54 chains; thence East 7.3 chains to the West bank of the Blackfoot River; thence meandering said Blackfoot River as follows: South 37° East 5.72 chains; thence South 34°30' West 6.66 chains; thence South 55°30' West 5.1 chains; thence South 24°15' West 4.34 chains; thence South 15°45' East 5.54 chains; thence South 61°15' West 6.1 chains; thence South 19°45' West 4.54 chains; thence South 34°30' West 5.19 chains; thence West 5.93 chains; thence South 58° West 11 chains; thence South 22°45' West 2.46 chains; thence South 3°03' East 7.9 chains; thence West 11.91 chains to the place of beginning.

Together with all water and ditch rights thereunto belonging or in anywise appertaining and particularly 100 inches of decreed water in the Blackfoot River.

Subject to a mortgage in favor of the Federal Land Bank in the sum of \$5,209.34 now of record against said property.

Subject to taxes for the year 1948.



TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainders and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in the presence of

Robert Crawford (SEAL)
Mary Crawford (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF ^{Washington} IDAHO } ss.
County of *Spokane*

On this *21st* day of February in the year 19 *48*, before me

Violet J. Ash

, a Notary Public

in and for said State, personally appeared

ROBERT CRAWFORD and MARY CRAWFORD, 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.

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

Violet J. Ash
Notary Public for the State of *Wash*
residing at *Cheney, Wash*

My commission expires *May 17, 1951*

UNRECORDED
5545
COMPARED

WARRANTY DEED

TO

Dated *19* 19
STATE OF IDAHO } ss.
County of *Bingham*

I hereby certify that this instrument was filed for record at request of

John J. Jones
at *20* minutes past *11*
o'clock *A.M.*, this *11* day
of *March* A. D. 19*48*
in my office, and duly recorded in Book *7*
of *47* at page *47*

Ex-Officio Recorder,
By *Mary J. Randall* Deputy
Fee \$ *1*

Mail to
11-2-48
11-2-48

App. 421373-Crawford
No. 42315

19½ YEAR LOAN

DIRECT LOAN
\$ 5,000.00

THE FEDERAL LAND BANK OF SPOKANE

State of Idaho

December 1st, 1933

FOR VALUE RECEIVED, I promise to pay to the order of THE FEDERAL LAND BANK OF SPOKANE, at its office in the City of Spokane, Washington, the sum of

FIVE THOUSAND DOLLARS

with interest at the rate of five and one-half per cent per annum, both principal and interest being payable semi-annually in manner and form as follows:

Thirty-eight equal semi-annual payments of

TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS

each, payable on the 1st day of June and December in each year, beginning on the 1st day of June, 1934, and a final payment of

EIGHTY-THREE DOLLARS AND FORTY-THREE CENTS

payable on the 1st day of June, 1953, unless this note shall matured sooner by extra payments on account of principal. Each of said payments shall be applied first to the payment of interest accrued to the maturity thereof, the remainder to be applied to payment of principal.

All payments not made when due shall bear interest thereafter until paid at eight per cent per annum. If any default be made in any such payments, or in case of failure to comply with any of the requirements or covenants contained in the mortgage given by the makers hereof to secure the payment of this note, then at the election of the holder of this note, without presentment or demand, the principal sum hereof, and all accrued interest thereon shall become due and payable at once.

Any maker of this note shall have the privilege of paying, on any installment due date after five years from the date hereof, one or more additional installments of principal. Any principal payments in addition to those hereinbefore contracted to be made shall operate to discharge the debt evidenced hereby at an earlier date and shall not reduce the amount or defer the due date of any installment hereinabove provided for.

The makers, sureties, endorsers, guarantors, and all other persons liable for the payment hereof waive presentment for payment, notice of dishonor or protest and notice of protest.

In case of suit to collect the makers hereof agree to pay a reasonable attorney's fee in addition to other costs.

This note is secured by first mortgage on real estate in Bingham County, State of Idaho

CANCELLED
AUG 17 1961
FARM LOAN REGISTRAR
TWELFTH FARM CREDIT DISTRICT
SPOKANE, WASHINGTON

Post Office:

Blackfoot, Idaho

Route 3

Charles E. Crawford
Cora E. Crawford

In case of any suit to foreclose this mortgage, or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon the happening of any default hereunder or during the continuance thereof, or upon the maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act as amended, and are subject to all the terms, conditions and provisions thereof, which Act is made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

Charles E. Crawford
Cora E. Crawford

STATE OF IDAHO,

County of Bingham } ss.

On this 25 day of April, in the year 1934, before me, the undersigned, a Notary Public

in and for the State of Idaho, personally appeared Charles E. Crawford and Cora E. Crawford, 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.

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

Y. C. Budanan
Notary Public for the State of Idaho,
residing at Blackfoot
My commission expires March 9 1938

9

The undersigned National Farm Loan Association, organized and existing under the Federal Farm Loan Act as amended, by its proper officers thereunto duly authorized by resolution of its Board of Directors duly adopted, 19....., and pursuant to the provisions of said Act as amended, hereby endorses and becomes liable, under the terms and provisions of said Act as amended, for the payment of the indebtedness secured by the within mortgage.

48345

Dated this.....day of....., 19.....

National Farm Loan Association

By.....
President

ATTEST:

~~XXXXXX~~

Amortization Mortgage

13687

FROM

Charles F. Crawford, et. ux.

TO

The Federal Land Bank of Spokane

STATE OF IDAHO,

County of Bingham } ss.

I hereby certify that the within instrument was filed for record in the office of the County

Recorder of said County on the 26

day of April

A. D. 19 34, at 3 o'clock

and 30 minutes, P M.,

at the request of.....

The Bingham Title & Trust Co.

and recorded on page 116

of Book 64 of Mortgages.

P. B. Dance

County Recorder

By Harold L. Burge, Deputy

Mail to

THE FEDERAL LAND BANK OF SPOKANE
SPOKANE, WASHINGTON

(Recorder's seal must be affixed)

The fee for recording this mortgage is \$ 4.40
and was paid by.....

DC



MORTGAGE REAMORTIZATION AGREEMENT

(L. No. 48315)

THIS AGREEMENT, Made this 22nd day of July, 1946, between

Robert Crawford and Mary Crawford, husband and wife,

hereinafter designated as Mortgagors, and The Federal Land Bank of Spokane, a corporation organized and existing under the Federal Farm Loan Act, approved July 17, 1916, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, hereinafter designated as Mortgagee, WITNESSETH:

THAT, WHEREAS, By mortgage recorded in Book 64 of Mortgages, at page 116, records of Bingham County, State of Idaho, Mortgagors, or their predecessors in interest, mortgaged to The Federal Land Bank of Spokane, a corporation, the real property described therein, reference to which mortgage as so recorded is hereby made for the terms thereof and the description of said property; and

WHEREAS, There is owing Mortgagee upon the debt secured by said mortgage the aggregate sum of \$4,388.95 as of July 1st, 1946, being the date as of which this agreement is effective; and

WHEREAS, The Mortgagors desire that the said indebtedness be reamortized;

NOW, THEREFORE, In consideration of the premises and the mutual promises of the parties hereto it is agreed:

That the said total sum now owing under said mortgage, as hereinabove set forth, with interest from the date as of which this agreement is effective at the rate of 4 1/2 % per annum on an amortization plan, shall be paid in 40 semi-annual installments payable on the 1st day of June and the 1st day of December in each year hereafter until said indebtedness shall be fully paid; the first such installment to be due and payable on the 1st day of December, 1946, and the last such installment to be due and payable on the 1st day of June, 1966; each of such installments, ~~except the last~~, to be in the sum of \$167.56, the final installment to be in the sum of \$167.56.

Extra payments on installments may be made on any installment date and, unless otherwise agreed in writing by Mortgagee, any such payments shall operate to reduce the balance owing and to discharge the debt evidenced hereby at an earlier date, but shall not alter the obligation to pay full semi-annual installments as above provided until the debt is paid in full.

In consideration of the change in terms of payment herein provided, Mortgagors hereby covenant and agree to pay the said aggregate amount unpaid under the terms of said note and mortgage, with interest at the rate specified, at the times and in the amounts as above set forth, it being expressly agreed that if Mortgagors were not heretofore personally liable under said note and mortgage they hereby assume and agree to pay the debt owing thereunder, and to perform each of the other agreements therein provided of the mortgagors therein named.

The said mortgage and the lien thereof (except as to any property heretofore released therefrom of record) and the note secured thereby, as the times for payment are hereby changed, are continued in full force and effect in each of the covenants and agreements therein contained including the provision for penalty interest on installments not paid when due, and mortgagee may at its option declare the entire indebtedness due and payable upon default in the payment of any of the sums secured, when due as so specified, or for any other cause for acceleration of maturity specified in said mortgage.

Mortgagee hereby expressly reserves all rights against sureties, guarantors and all parties liable for the payment of said indebtedness, and any persons who may have any interest in or lien upon any or all of the property so mortgaged, who do not consent hereto, and the right of itself and of all such parties to maintain any action on the original note and mortgage necessary to preserve such rights. All rights of any one against whom rights are herein reserved may be enforced as if this agreement had not been made.

The Mortgagors and all other persons hereafter becoming liable for the payment of the above debt consent to all indulgences, extensions, renewals and reamortizations granted or permitted by the Mortgagee.

This agreement is for the benefit of and binding upon the heirs, representatives, successors and assigns of all parties executing the same, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Robert Crawford
Robert Crawford
Mary Crawford
Mary Crawford

Mortgagors

THE FEDERAL LAND BANK OF SPOKANE

By [Signature]
Vice-President
Mortgagee

Attest:
[Signature]
Assistant Secretary

Approved: [Signature]
Attorney

STATE OF IDAHO }
County of Bingham } ss.

On this 9th day of August, 1946, before me, a Notary Public in and for the said state, personally appeared Robert Crawford and Mary Crawford, husband and wife,

known to me to be the person(s) described in and whose name(s) are subscribed to and who executed the foregoing instrument and acknowledged to me that they executed, signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal the day and year last above written.

Press T. S. Samuel
Notary Public in and for the State of Idaho

Residing at Blackfoot, Idaho

My commission expires 8-1-48

Document No. 53614

TO
THE FEDERAL LAND BANK OF
SPOKANE

Mortgage Reamortization Agreement

STATE OF IDAHO, } ss.
County of Bingham. }

I hereby certify that the within instrument was filed for record.

this 23rd at the request of Press T. S. Samuel
on the 20 day of AUG 1946

at 11 minutes past 3 o'clock

P.M. and was duly recorded in

Book 24 of Deeds Page 188

Bingham County Records.

Press T. S. Samuel
County Recorder

Press T. S. Samuel
Deputy Recorder

Recorder's Fee \$ 2.00

MAIL TO:
FEDERAL LAND BANK OF SPOKANE
SPOKANE, WASHINGTON

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

12-1-1933

KNOW ALL MEN BY THESE PRESENTS, That on this 1st day of December, 1933Charles E. Crawford and Cora E. Crawford, husband and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell and convey to THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act as amended, with its principal place of business in the city of Spokane, County of Spokane, State of Washington, hereinafter called the Mortgagee,

the following described real estate situate in the County of Bingham, State of Idaho, to-wit:

Commencing at the Southwest corner of Section Eighteen, Township Three South, Range Thirty-five, East of the Boise Meridian, and running thence North 15 chains, thence East 5 chains, thence North 42° East 12.86 chains, thence North 26° East 28 chains, thence South 52° East 6 chains, thence North 52½° East 4.54 chains, thence East 7.3 chains to the West bank of Blackfoot River, thence meandering said Blackfoot River as follows: South 37° East 5.72 chains, thence South 34½° West 6.66 chains, thence South 55½° West 5.1 chains, thence South 24½° West 4.34 chains, thence South 15 ¾° East 5.54 chains, thence South 61½° West 8.1 chains, thence South 19 ¾° West 4.54 chains, thence South 34½° West 5.19 chains, thence West 5.93 chains, thence South 58° West 11 chains, thence South 22 ¾° West 2.46 chains, thence South 5.05° East 7.9 chains, thence West 11.91 chains to place of beginning.

Together with all water rights, and rights in ditches, canals and laterals, and rights of way therefor, appurtenant to said premises or used in connection therewith now and/or at any time during the existence of this mortgage, including (but not limited to) the following:

100 inches of the waters of the Blackfoot River by decree of the District Court for Bingham County, Idaho, in case of Stevens vs. Eastern Idaho Water Co., recorded in Book 1 of Judgments, page 107, records of Bingham County, Idaho, and by transfer of rights decreed therein,

CANCELLED

AUG 17 1961

FARM LOAN REGISTRAR
TWELFTH FARM CREDIT DISTRICT
SPOKANE, WASHINGTON

By PR

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced or manifested, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith; and together with all of the rents, issues and profits of the mortgaged property.

To have and to hold the same with the appurtenances unto the mortgagee, its successors and assigns forever.

This conveyance is intended as a mortgage to secure the performance of the covenants and agreements herein after contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order

of the mortgagee, of even date herewith, for the principal sum of -----

----- Dollars (\$ 5000.00 -----),
FIVE THOUSAND -----

with interest thereon from date until maturity at the rate of 5 1/2 per cent per annum, payable semi-annually, on the whole of said principal sum from time to time remaining unpaid, both principal and interest being payable to the said mortgagee at its office in the City of Spokane, State of Washington, on an amortization plan in 38 semi-annual installments of \$ 212.50 each and a final installment of \$ 83.43 which is due in 19 1/2 years from the date hereof, unless matured sooner by extra payments on account of principal; and providing also for reasonable attorney's fees in addition to other costs in case of suit thereon. Installments not paid when due shall bear interest thereafter until paid at the rate of 8 per cent per annum.

Each of the mortgagors covenants that they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage said premises in the manner and form aforesaid, and that said premises are free from encumbrance, and each of the mortgagors shall and will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

And each of the mortgagors further covenants and agrees:

To pay all debts and moneys secured hereby, when from any cause the same shall become due;

Not to permit the buildings on said premises to become vacant or unoccupied; not to remove or demolish or permit the removal or demolition of any buildings or improvements now or hereafter existing on said premises; not to cut or remove or permit the cutting or removal of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husband-like manner, using approved methods of preserving the fertility of the cultivated portions thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for; not to commit or suffer waste of any kind whatsoever upon said premises; and not to use or permit the use of said premises for any unlawful or objectionable purpose;

Not to permit or suffer any tax, assessment, or other lien or encumbrance prior to the lien of this mortgage, to exist at any time against said premises;

To procure and deliver to the mortgagee before any interest or penalty on any tax or assessment shall begin to run or accrue, the official receipt of the proper officer showing payment thereof;

To complete all buildings in course of construction, or about to be constructed thereon, if any, within a reasonable time from the date hereof in accordance with any agreement heretofore made between the parties hereto;

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgage clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy, which, if not used in accordance with the rules and regulations of the Land Bank Commissioner for repair or reconstruction of the buildings damaged or destroyed, may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of 8 per cent per annum, and all such expenditures shall be immediately repayable by the mortgagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage.

The loan secured by this instrument having been made by the party of the second part in reliance upon the fact that a portion of the land herein described is irrigable, and for the irrigation of which the parties of the first part have made proper provision, both as to the water supply and drainage, it is expressly stipulated and agreed that at any time after five years from the date hereof the directors of said bank shall deem such provision for water supply or drainage no longer adequate and shall so declare by appropriate action entered on their minute book, the bank

be entitled to call upon the parties of the first part to, at their option, either reduce the balance due on the loan to fifty per cent of the then value of the security as determined by a federal appraiser, or to give such additional security as shall, upon the valuation of a federal appraiser, provide security in double the amount of balance

the loan; and in event the parties of the first part shall, within sixty days after receiving such written notice, or refuse to meet such requirements, the bank may at its option, and after four months' notice in writing to parties of the first part, declare the note hereby secured due and payable, and be entitled to foreclose this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee given before said expenditure is made, or if title to said premises or any part thereof shall be acquired by any subsequent owner who does not assume the payment of the indebtedness secured hereby and performance of the covenants and agreements hereof, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, the balance of unpaid principal with accrued interest and other indebtedness hereby secured, shall, at the election of the mortgagee become immediately due without notice, this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more installments shall not be considered as a waiver or relinquishment of the right to exercise such option in case of the same or other default, but such option shall be and remain continuously in full force and effect during the continuance of default or condition herein specified.

418721

WARRANTY DEED

12-27-1915

John Cotton and
Zona Cotton, his wife

TO

Charles E. Crawford

Dated - December 27th, 1915 -

Consideration - \$ 12000.00 -

Recorded - December 27th, 1915 at -

4:30 P.M. in book "29" of Deeds at -

Page 198 of the records of Bingham County, Idaho -

Witness -

Geo. F. Gagon

John Cotton (Seal)
Zona Cotton (Seal)Acknowledged by John Cotton and Zona Cotton, his wife -
December 27th, 1915 before Geo. F. Gagon, a Notary Public
of Bingham County, Idaho: Sealed: Commission ex-
pires Dec. 15th, 1919 -

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part, and to his heirs and assigns forever, all the following described property in Bingham County, Idaho -

Commencing at the southwest corner of Section 18 Township 3 south of range 35 E.B.M., in Idaho, and running thence north 15 chains, thence east 5 chains thence North 42° East 12.86 chains, thence North 26° east 28 chains, thence south 52° east 6 chains, thence North 52½° East 4.54 chains, thence East 7.3 chains to the West bank of Blackfoot River, thence meandering said Blackfoot River as follows, south 37° East 5.72 chains, thence south 34½° west 6.66 chains, thence south 55½° west 5.1 chains, thence south 24½° west 4.34 chains, thence south 15½° east 5.54 chains, thence south 61½° west 6.1 chains, thence south 19½° west 4.54 chains, thence south 34½° west 5.19 chains, thence west 5.93 chains, thence south 58° west 11 chains, thence south 22½° west 2.46 chains, thence south 3.05° east 7.9 chains; thence West 11.91 chains to the place of beginning, containing 93.87 acres. Together with all ditches, ditch rights of way and water rights thereto appertaining and belonging and particularly 50 inches of water in the Blackfoot River, as decreed to Emily Warren in the case of Fred S. Stevens et al vs. The Eastern Idaho Water Co., the Judgment therein being recorded in book "1" of Judgment pages 107-116 records of Bingham County, Idaho, also 50 inches of

(OVER)

5.28.5

FILE 38

the decreed water of Blackfoot River as decreed to Leon Misslen, in the case of Fred S. Stevens, et al. vs. The Eastern Idaho Water Company et al above referred to, and as conveyed to the grantor, John Cotton by E.M. Kennedy and wife, by warranty deed, dated January 30, 1911, which said deed is recorded in the records of Bingham County, Idaho, in book "19" of Deeds, page 439 to which deed reference is hereby made, also a right of way for a ditch conveyed to grantor, John Cotton, by quitclaim deed, executed by Fred S. Stevens, which said deed is recorded in the records of Bingham County, Idaho, in book "20" of Deeds, page 113, to which deed reference is hereby made for a more complete description, of said ditch right of way, with the covenants appertaining thereto.

To Have and To Hold in the quiet and peaceable possession of the said second party, his heirs and assigns forever, and the said first parties will warrant and forever defend.

I.R.S. \$8.50.

10

This Indenture, Made the 19th day of January in the year of our Lord one thousand nine hundred and eleven, between George R. Warren and Anna C. Warren, husband and wife, and Joseph H. Warren and Urda E. Warren husband and wife. of the County of Bingham and State of Idaho, the part ies of the first part, and John Cotton of the County of Bingham and State of Idaho the part y of the second part,

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of

Eight thousand, four hundred

DOLLARS,

lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the certain lot piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: Commencing at the Southwest corner of section eighteen (18), township three (3) south, of range thirty five (35) East of the Boise Meridian, in Idaho, and running thence north fifteen (15) chains; thence east five (5) chains; thence north forty two (42) degrees, east, twelve and 86/100 (12.86) chains, thence north twenty six (26) degrees east, twenty eight (28) chains, thence south fifty two (52) degrees east six (6) chains; thence north fifty two and one fourth (52 1/4) degrees east, four and 54/100 (4.54) chains; thence east seven and 3/10 (7.3) chains to the west bank of Blackfoot River; thence meandering said blackfoot River as follows; South thirty seven (37) degrees east five and 72/100 (5.72) chains; thence south thirty four and one half (34 1/2) degrees west six and 66/100 (6.66) chains; thence south fifty five and one half (55 1/2) degrees west five and one tenth (5.1) Chains; thence south twenty four and one fourth (24 1/4) degrees west four and 34/100 (4.34) chains thence south fifteen and three fourth (15 3/4) degrees east five and 54/100 (5.54) chains; thence south sixty one and one fourth (61 1/4) degrees west six and one tenth (6.1) chains; thence south nineteen and three fourths (19 3/4) degrees west four and 54/100 (4.54) chains, thence south thirty four and one half (34 1/2) degrees west five and 19/100 (5.19) chains; thence west five and 93/100 (5.93) chains; thence south fifty eight (58) degrees west eleven (11) chains; thence south twenty two and three-fourth (22 3/4) degrees west two and 46/100 (2.46) chains. thence south three and 5/100 (3.05) degrees east seven and nine tenths (7.9) chains, thence west eleven and 91/100 (11.91) chains to the place of beginning, containing ninety three and 87/100 (93.87) acres. Together with all ditches, ditch rights of way and water rights thereto appertaining and belonging, and particularly fifty (50) inches of water in the Blackfoot River, as decreed to Emily Warren in the case of Fred S. Stevens, et al Vs the Eastern Idaho Water Co. the judgment therein being recorded in Book 1 of Judgments pages 107- 116, records of Bingham Co. Idaho

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part y of the second part, and to his heirs and assigns forever, and the said part ies of the first part and their, and the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part ies of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

John W. Jones

George R. Warren (SEAL)

Anna C. Warren (SEAL)

Joseph H. Warren (SEAL)

Urda E. Warren (SEAL)

STATE OF IDAHO,
County of Bingham } ss.

I DO HEREBY CERTIFY THAT, On this 19th day of January in the year of 19 11 before me, John W. Jones, a Notary Public

in and for said County and State, personally appeared

George R. Warren and Anna C. Warren husband and wife, and Joseph H. Warren and Urda E. Warren, husband and wife

known to me to be the person s whose name s are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho

[Seal]

the day and year first above written.

John W. Jones

Notary Public

My commission expires July 17, 1913

WARRANTY DEED

1-30-1911

E.M.Kennedy and
Isabella Kennedy husband and wife

TO

John Cotton

Dated- January 30th, 1911-

Consideration- \$ 500.00-

Recorded- February 8th, 1911 at-

9:12 A.M. in book "19" of Deeds at-

Page 439 of the records of Bingham County, Idaho-

Witness-

P.W.Powers

E. M. Kennedy (Seal)

Isabella Kennedy (Seal)

Acknowledged by E.M.Kennedy and Isabella Kennedy, his-
wife, January 30th, 1911 before P.W.Powers a Notary-
Public of Bingham County, Idaho: No Seal-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey
and confirm unto the party of the second part, and to his heirs and assign
forever, all the following described water in Bingham County, Idaho.

ches of water in the Blackfoot River, said water being heretofore decreed 50 in-
to One Leon Misslen as appears in the Blackfoot River Decree, being 50
inches of the 1885 decree to Leon Misslen and deeded to E.M.Kennedy on
March 13, 1906.

To Have and To Hold in the quiet and peaceable possession
of the said second party, his heirs and assigns forever, and the said first
parties will warrant and forever defend.

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WATER DEED

3-13-1906

Leon Misslen

TO

E. M. Kennedy

Dated- March 13th, 1906-

Consideration- \$ 1.00-

Recorded- April 8th, 1907 at-

10:30 A.M. in book "8" of Deeds at-

Page 623 of the records of Bingham County, Idaho-

Witness-

Eph. H. Watson

Leon Misslen (Seal)

Acknowledged by Leon Misslen, March 1906 before-
Eph. H. Watson, a Notary Public of Bingham County, Idaho-
Sealed:

DESCRIPTION and REMARKS

The party of the first part does hereby grant, bargain, sell, convey and confirm unto the party of the second part, and to his heirs and assigns forever, all the following described water in Bingham County, Idaho-
200 inches or the waters of that certain stream known as Blackfoot river in the County of Bingham, and State of Idaho, said water being water heretofore decreed to said Leon Misslen by the District Court of the Fifth Judicial District of the State of Idaho, in and for the county of Bingham, State of Idaho, on the 1st day of May, 1885 as appears from the records of said court, said water herein conveyed being over and above all exception claims to water under the statutes of the state of Idaho, the same being the separate property of the grantor herein.

To Have and To Hold in the quiet and peaceable possession of the said second party, his heirs and assigns forever, and the said first parties will warrant and forever defend.

QUITCLAIM DEED

2-13-1912

Fred S. Stevens

TO

John Cotton

Dated- February 13th, 1912-

Consideration- \$ 1.00-

Recorded- February 14th, 1912 at-

10:00 A.M. in book "20" of Deeds at-

Page 113 of the records of Bingham County, Idaho-

Witness-

Geo. F. Gagon

Fred S. Stevens

Acknowledged by Fred S. Stevens, February 13th, 1911 before Geo. F. Gagon a Notary Public of Bingham County, Idaho: Sealed: Commission expires Dec. 20th, 1915-

DESCRIPTION and REMARKS

The party of the first part does hereby demise, release and forever quitclaim unto the party of the second part, and to his heirs and assigns forever, all the following described property in Bingham County, Idaho-

A right of way for a ditch or canal beginning at a point where the East line of the Public highway running North and South along the West side of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 18 Twp. 3 S.R. 35 E.B.M., intersects with what is known as the Stevens Canal, thence south along the East line of said public highway to the land of John Cotton, and right of way to be of sufficient width to construct said ditch to a carrying capacity of 150 inches of water. Also a perpetual right to carry 150 inches of water through the ditch or canal now owned and used by the party of the first part and known as the Stevens ditch, commencing at the Blackfoot River and running in a southwesterly direction through the land of the party of the first part to the public highway above mentioned.

It is stipulated and agreed by and between the parties hereto and as a part of the consideration hereof, that the said party of the second part will pay in money or labor a proportionate part of any expense to be hereafter incurred in maintaining and in keeping in proper condition and repair the said Stevens Ditch or Canal and the diversion dam used in connection therewith.

To Have and To Hold unto the said second party, his heirs and assigns forever.

CONTINUATION OF ABSTRACT OF TITLE

NO. 17

BLACKFOOT ABSTRACT COMPANY, BLACKFOOT, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR BINGHAM COUNTY.

Fred S. Stevens, et al
Plaintiffs

VS
Eastern Idaho Water DO.,
et al
Defendants

This cause having been heretofore tried by the Court
without a jury and the Court having made its findings of fact and
conclusions of law.

It is now ordered, adjudged and decreed that the following
parties are entitled to divert from the Blackfoot River the amount
of water herein indicated and the right of each party dates from
the time hereinafter stated and set opposite each name, to-wit:-
Among other names is found that of.

EMILY WARREN, April 1st, A.D. 1883- 106 INCHES
Leon Misslen, April 1st, A.D. 1885-300 inches

It is ordered, adjudged and decreed that the several
quantities of water herein decreed shall be the quantities herein-
before named, measured under a four inch pressure, and that the
first appropriation in point of time is first in point of right
and all appropriations of equal or of the same date are of equal
rights, It is further adjudged and decreed that in case of
insufficiency of water to supply all parties the entire volume
is to be devoted to and used by those appropriators who are
first in point of time.

It is further adjudged and decreed that all water diverted from any stream mentioned in the decree by any party hereto shall be diverted through a box or flume, so arranged and constructed as to permit of the water so diverted, being measured under a four inch pressure and when the waters of the streams mentioned in this decree are not used for irrigation of lands all waters shall be returned to the natural channel of the stream and no diversion thereof allowed.

It is further ordered, adjudged and decreed that all parties to this action shall have the right to use the waters of the several streams named in this decree for domestic purposes.

Done in open Court this August 1st, 1891.

Chas. Cobb, Judge, Pro-tem.

Recorded in Judgment Book
"1" at Pages 107 to 116.

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FLB

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In the District Court of the Fifth Judicial District of the State of Idaho, in and for Bingham County.

Fred S. Stevens et al, Plaintiffs,

vs

Eastern Idaho Water Co. et al., Defendants,

This cause having been heretofore tried by the Court, without a jury, and the Court having made its findings of fact and conclusions of law,

It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated, and the right of each party dates from the time hereinafter stated and set opposite each name, to wit:—

Fred S. Stevens, July, 6th A.D. 1869. — 138 inches
Henry Dunn, July, 1st A.D. 1870 — 300 inches
N.A. Just and }
Emma Just, August, 1st A.D. 1871 — 200 inches
Leon Misslew, July, 1st A.D. 1873 — 200 inches
John Misslew, April, 1st A.D. 1874 — 120 inches
H.R. Lewis, March, 1st A.D. 1875 — 100 inches
Presto Burrell March, 1st A.D. 1876 — 100 inches
William Kirkpatrick May, 1st A.D. 1878 — 100 inches
F.M. Shumaker April 1st A.D. 1879 — 90 inches
Eastern Idaho Water Co. March, 25th A.D. 1880 — 1800 inches

P.B. Fox, Jr.
William Howard
A. Whitten
Susan E. Whitten
and Calvin Miles } March, 25th A.D. 1880 — 600 inches

Levi Warren, April 1st A.D. 1882, — 50 inches.
Emily Warren, April 1st A.D. 1883 — 106 inches.
Daniel G. Miller, April 1st A.D. 1883 — 100 inches.
Fred S. Stevens, October 1st A.D. 1884 — 140 inches

N.A. Just and }
Emma Just } April 1st A.D. 1885 — 100 inches.
Leon Misslew, May 1st A.D. 1885 — 300 inches.
Robert Miller, May 1st A.D. 1885 — 150 inches.

P. B. Fox Jr.
 William Howard
 A Whitten
 Susan E Whitten
 Calvin Miles

June 1st A.D. 1885 - 1500 inches

W. W. Ritter

July 23^d A.D. 1885 - 560 inches

Thomas H. Weber

July 23^d A.D. 1885 - 480 inches

Jamies Drew

October 1st A.D. 1885 - 6 inches

✓ Eastern Idaho Water Co. October 1st A.D. 1885 - 1000 inches

H. R. Lewis and

Sarah Lewis

March 1st A.D. 1886 - 160 inches

Jamies Welch

March 20th A.D. 1886 - 400 inches

William H. Davidson

April 5th A.D. 1886 - 352 inches

David S. Morgan

April 5th A.D. 1886 - 132 inches

William Morgan

April 5th A.D. 1886 - 100 inches

William A. Downing

April 5th A.D. 1886 - 120 inches

F. Little

October 4th A.D. 1886 - 240 inches

Charles S. Burton

October 4th A.D. 1886 - 240 inches

John Sharp, sr

November 1st A.D. 1886 - 320 inches

F. W. Jennings

November 1st A.D. 1886 - 400 inches

Donald Tolmie

April 1st A.D. 1887 - 100 inches

Samuel Borup

April 1st A.D. 1887 - 50 inches

Jacob Eliason

Caroline Eliason

May 1st A.D. 1889 - 145 inches

Maylaw C. Fox

December 4th A.D. 1889 - 640 inches

That the following rights heretofore set forth, to-wit:

The right of H. R. Lewis dating from the 1st day of March A.D. 1875, for 100 inches; the right of W. W. Ritter, dating from the 23^d day of July A.D. 1885 for 560 inches; the right of Thomas H. Weber, dating from the 23^d day of July A.D. 1885 for 480 inches; the right of H. R. Lewis and Sarah Lewis dating from the 1st day of March, A.D. 1886, for 160 inches; the right of F. Little dating from the 4th day of October, A.D. 1886, for 240 inches; the right of Charles S. Burton, dating from the 4th day of October, A.D. 1886, for 240 inches; the right of John Sharp, sr, dating from the 1st day of November A.D. 1886, for 320 inches; the right of F. W. Jennings, dating from the 1st day of November, A.D. 1886, for 400 inches; the right of Donald Tolmie, dating from the 1st day of April A.D. 1887 for 100 inches; the right of Jacob Eliason and Caroline Eliason

No R&D

27	29	C	Llyon, Everett	1885-05-01	irrigation		s	29	0.40				
27	29	B	Lyon, Steve	1885-05-01	irrigation		s	29	1.60				
27	29	E	Natural Guardian (Cox Enterprises)	1885-05-01	irrigation		s	29	1.40				
27	29	D	Taney, Patrick	1885-05-01	irrigation		s	29	0.42				
27	29	A	Younie Ditch Co.	1885-05-01	irrigation	27-17	s	29	0.60				
							5	29	4.42	6.00	1.58	300	

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

02/04/2004

WATER RIGHT NO. 27-29D

Owner Type	Name and Address
Current Owner	JOHN COTTON BLACKFOOT, ID 83221
Original Owner	LEON MISSLEN

Priority Date: 05/01/1885

Basis: Decreed

Status: Active

Source	Tributary
BLACKFOOT RIVER	SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	1 CFS	
Total Diversion			1 CFS	

Location of Point(s) of Diversion:

BLACKFOOT RIVER	Sec. 18	Township 03S	Range 35E	BINGHAM County
-----------------	---------	--------------	-----------	----------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03S	35E	18												

Dates:

Licensed Date:

Decreed Date: 08/01/1891

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

<http://www.idwr.state.id.us/apps/ExtSearch/RightReportAJ.asp?BasinNumber=27&Sequenc...> 2/4/2004

Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:

State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY.

27-C ~~original~~ Copy
Transfers
Noted

Fred S. Stevens, et al.)
Plaintiffs,)
-VS-)
Eastern Idaho Water Co. et al.,)
Defendants.)
)

This cause having been heretofore tried
by the Court, without a jury, and the Court having made its
findings of fact and conclusions of Law:

It is now ordered, Adjudged and Decreed, that the
following parties are entitled to divert from the Blackfoot
River, the amount of water herein indicated, and the right
of each party dates from the time hereinafter stated and
set opposite each name, to-wit:-

0015	Fred S. Stevens	July 6, A. D. 1869	138 Inches ✓
0015	Henry Dunn	July 1, A. D. 1870	300 Inches ✓
0015	N. A. Just and)	August 1, A. D. 1871	200 Inches ✓
0015	Emma Just)		
0015	Leon Misslen	July 1st, A. D. 1873	200 Inches ✓ Trans #92-221
0017	John Misslen	July 1st, A. D. 1874	120 Inches ✓ Trans #58
0015	H. R. Lewis	March 1st, A. D. 1875	100 Inches ✓
0005	Presto Burrell	March 1st, A. D. 1876	100 Inches ✓
0020	William Kirkpatrick	May 1st, A. D. 1878	100 Inches ✓
0021	P. M. Shoemaker	April 1st, A. D. 1879	90 Inches TRANS # 1962
0022	Eastern Idaho Water Co.	March 25, A. D. 1880	1800 Inches
Trans 2468	P. B. Fox Jr.)		
	William Howard)		
	A. Whitten)		

Younie D.

RECORDED
MAY 15 1996

27	0023	Susan E. Whitten & Calvin Mills	) :)	March 25, A. D. 1880	✓ 600 Inches	Trans # 784, 787, 807
27	0001	Levi Warren		April 1, A. D. 1882	✓ 50 Inches	
27	0025	Emily Warren		April 1, A. D. 1883	✓ 108 Inches	
27	0026	Daniel Y. Miller		April 1, A. D. 1883	✓ 100 Inches	
27	0027	Fred S. Stevens		October 1, A. D. 1884	✓ 140 Inches	
27	0028	N. A. Just & Emma Just	) :)	April 1st, A. D. 1885	✓ 100 Inches	
27	0029	Leon Misslen		May 1st, A. D. 1885	✓ 300 Inches	Trans # 58 - 144
27	0003	Robert Millen		May 1st, A. D. 1885	✓ 150 Inches	Trans # 109
27	0004	P. B. Fox Jr. William Howard A. Whitten Susan Whitten Calvin Mills	) : : : :)	June 1st, A. D. 1885	✓ 1500 Inches	Trans # 237 - 246 - 328 # 465 - 531 - 707 - 1100 - 29 # 852 - 853 - 854, 1561 # 1962, 2445, 2578, 2933
27	0032	W. W. Riter		July 3rd, A. D. 1885	560 Inches	
27	0033	Thomas G. Weber		July 23, A. D. 1885	480 Inches	
27	0002	James Drew		Oct. 1st, 1885 A. D.	6 Inches	
27	0035	Eastern Idaho Trans # 246 Water Co.		October 1st, A. D. 1885	1000 Inches	
27	0036	H. R. Lewis & Sarah Lewis	) :)	March 1, A. D. 1886	160 Inches	
27	0037	James Welch		March 20th, A. D. 1886	400 Inches	
27	0038	William E. Danilson		April 5th A. D. 1886	352 Inches	Little Butte Irr. Syst
27	0039	David S. Morgan		April 5th, A. D. 1886	132 Inches	" "
27	0040	William Morgan		April 5th, A. D. 1886	100 Inches	" "
27	0041	William A. Downing		April 5th, A. D. 1886	180 Inches	
27	0042	F. Little		October 4th A. D. 1886	240 Inches	27-42 Bear Lake Grange
27	0043	Charles S. Burton		October 4th A. D. 1886	240 Inches	
27	0044	John Sharp Sr.		November 1, A. D. 1886	320 Inches	27-11016 Roland 128" L&L
27	0045	F. W. Jennings		November 1, A. D. 1886	400 Inches	
27	0046	Donald Tolmie		April 1st, A. D. 1887	100 Inches	

MAY 15 1936

(2)

#7.

The North-east quarter of the South-east quarter and the South-east quarter of the North-east quarter of section No. 4, in Township No. 3, South of Range 36 East of Boise Meridian; and also of Lot 2 and south $\frac{1}{2}$ of South-west $\frac{1}{4}$ of Section 26 and Lots 1, 2, 3, and 4, and north $\frac{1}{2}$ of N. W. $\frac{1}{4}$ and South-west $\frac{1}{4}$ of North-west $\frac{1}{4}$ of section 35, and the North-east $\frac{1}{4}$ of the South-east $\frac{1}{4}$ of Section 34, Township 2 South of Range 36 East of Boise Meridian; and also Lots 5 and 6, and North-west $\frac{1}{4}$ of South-west $\frac{1}{4}$ of Section 3 and South-east $\frac{1}{4}$ of the South-east $\frac{1}{4}$ of Section 4 in Township 3 South of Range 36 East of Boise Meridian; said lands in all being in area, seven hundred and seventy three and 65/100 acres.

27-16
Leon Mislen:

That the defendant Leon Mislen is now and has been continuously since the year 1873 the owner and in the possession of and entitled to the possession the following described lands, to-wit:

The Lot numbered (1,) one of section 34, in township 2 south and the lots numbered 1, 2, and 4, of section 3 in Township 3 South of Range 36 East of Boise Meridian, containing one hundred and sixty-five & 64/100 acres: Also the south-east quarter of section 23, and the North-east quarter of Section 26, and Lots 1 and 2 of section 25, and Lot 2 of section 24 in Township 2 South of Range 36 East of Boise Meridian, and containing 614 17/100 acres: Also Lot 1 in section 4 and Lot 3 and the South-west quarter of the north-west quarter of section 3, in Township 3 South of Range 36 East of Boise Meridian, and containing 160 acres, more or less; Also the south-west quarter of south-east quarter of section 34 in Township No. 2 South of Range No. 36 East of Boise Meridian, and containing 40 acres; all of said land being situate in Bingham County, Idaho.

27-17
John Misslen:

That the defendant John Mislen is and was at all the times hereinafter mentioned a citizen of the United States; that in the year 1873 said defendant was and since has been, and now is, the owner and in the possession of and entitled to the possession of the following

RECORDED

SCANNED

JUL 13 2001

Log for claim 27-00029D

Spatial Dynamics LTD

12/20/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03s35e	18	SENE	10	7.6	
03s35e	18	NESW	11	11	
Totals:			21	18.6	

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 27-29D
Date Received: 5/24/1989
Receipt No: E007897
Received By:

AMENDED

AMENDED

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

1. Name of Claimant(s)

PATRICK TANEY Phone: ~~(214) 780-5915~~ (208) 785-2546
~~2769 N GARLAND AVE APT #49~~ P.O. BOX 926
~~GARLAND TX USA 75040~~ BLACKFOOT, ID 83221

2. Date of Priority: 05/01/1885

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
03S	35E	18	SW NE 6	BINGHAM	

5. Description of diverting works:

PUMP IN DITCH TO FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From To	C.F.S.	(or) A.F.A
IRRIGATION	3/15 11/15	0.42	

7. Total Quantity Appropriated is:
0.42 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
03S	35E	18	SE	NW		IRRIGATION	10
			NE	SW	5	IRRIGATION	11
03S	35E	18	SE	NW		IRRIGATION	6.5
			SW	NE	6	IRRIGATION	3.1
			NE	SW	5	IRRIGATION	11.4
Section Acres							21
Total Acres							21

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:

14. Remarks:

ADDRESS CHANGE BY CLAIMANT CORRESPONDENCE.
7-13-04 AMENDED CLAIM TO CORRECT THE POU.

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):

Daniel J. Terry

Date: 7-14-04

Date: _____

State of Idaho)

County of Briefam)

SS.

Subscribed and sworn (or affirmed) before me this 14th day

of July, 2004

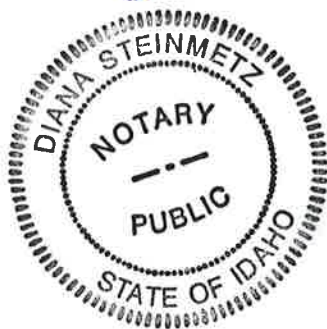
Diana Steinmetz

Notary Public

Residing at Briefam County

My commission Expires

8-20-10



SCANNED

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: A27-00029D
Date Received: 5/24/1989
Receipt No: E00 7897
Received By: AWJ

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PATRICK TANEY
Address: ~~2038 PALM SPACE 260~~
~~LAS VEGAS, NV~~

See attached
DE 1-2-92 JD
-89104

702
~~200~~-457-0435



2. Date of Priority: MAY 01, 1885

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
03S	35E	18	SW	NE		6	BINGHAM

5. Description of diverting works:
PUMP IN DITCH TO FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.420		

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

8. Total consumptive use is 62.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	35E	18	SE	NW		IRR	10.0
			NE	SW	5	IRR	11.0

Section Acres 21.0

A27-00029D

Page 1

Date: 05/24/89

MICROFILMED

NOV 12 1992

10. Place of Use: Continued

Total Acres 21.0

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:
 NONE

14. Remarks:

15. Basis of Claim: DECREED
 Water Right Number: 270029
 Case Number:
 Court :
 Decree date: 8/01/1891

FRED S. STEVENS
Decree Plaintiff

vs

EASTERN IDAHO WATER COMP. ET A
Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): *Patrick J. Toney* Date: *5-24-89*

Date: _____

State of Idaho)
County of *Bonneville*) SS.

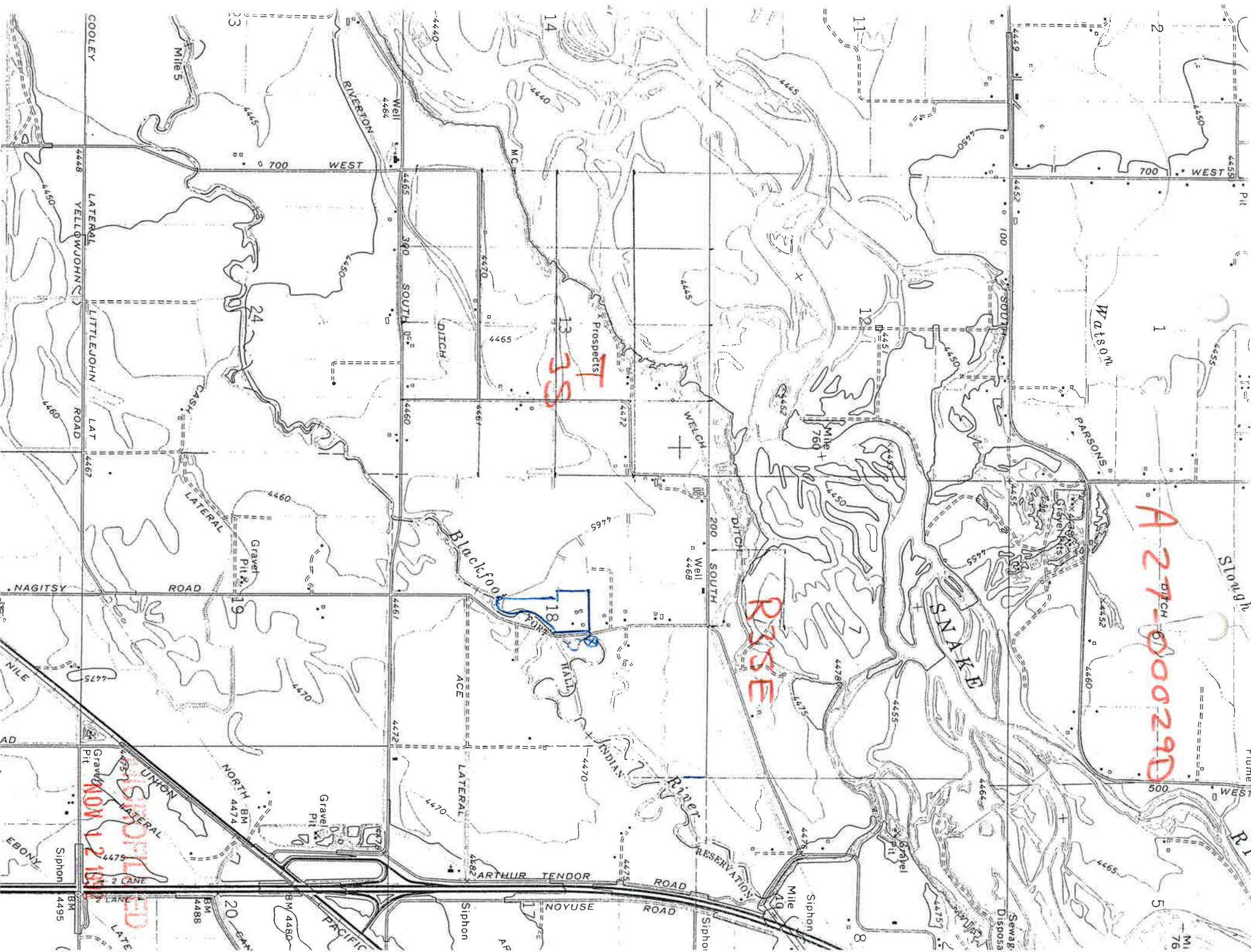
Subscribed and sworn (or affirmed) before me this *24th* day

of *May* 19 *89*

Betty J. Thompson
Notary Public

Seal

Residing at BETTY J. THOMPSON, NOTARY PUBLIC
RESIDING AT 1710 S. 1000 E., IDAHO
My Commission Expires EXPIRES: 6-30-94



A 27-000290

UNION
LATERAL
NOV 12 1953
2 CANE
LATE