

08/31/2005

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

RIGHT NUMBER: 27-37C

NAME AND ADDRESS: AUDREY H BEAN
1240 REBECCA DR
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.970 CFS

Use of the rights listed below is limited to a total combined diversion rate of 0.97 cfs. Combined Right Nos.: 27-4F, 27-16A, 27-37C.

PRIORITY DATE: 03/20/1886

POINT OF DIVERSION:
T03S R35E S8 SWSENE 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	0.970 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T03S R35E S07 Lot 6 SWSW	5.9	T03S R35E S07 Lot 7 SESW	8.9
T03S R35E S07 Lot 20 SESW	0.3	T03S R35E S07 Lot 8 SWSE	1.2
T03S R35E S07 Lot 21 SWSE	2.6		

18.9 ACRES TOTAL

Use of the rights listed below is limited to the irrigation of a combined total of 18.9 acres in a single irrigation season. Combined Right Nos.: 27-4F, 27-16A, 27-37C.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Water is delivered through Central Ditch.

05/13/2005

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

RIGHT NUMBER: 27-37C

NAME AND ADDRESS: AUDREY H BEAN
1240 REBECCA DR
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.970 CFS

Use of the rights listed below is limited to a total combined diversion rate of 0.75 cfs. Combined Right Nos.: 27-4F, 27-16A, 27-37C.

PRIORITY DATE: 03/20/1886

POINT OF DIVERSION:
T03S R35E S8 SWSENE 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	0.970 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T03S R35E S07 Lot 6 SWSW	5.9	T03S R35E S07 Lot 7 SESW	8.9
T03S R35E S07 Lot 20 SESW	0.3	T03S R35E S07 Lot 8 SWSE	1.2
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EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Water is delivered through Central Ditch.

Use of this right is combined with water from Blackfoot Irrigation Co.



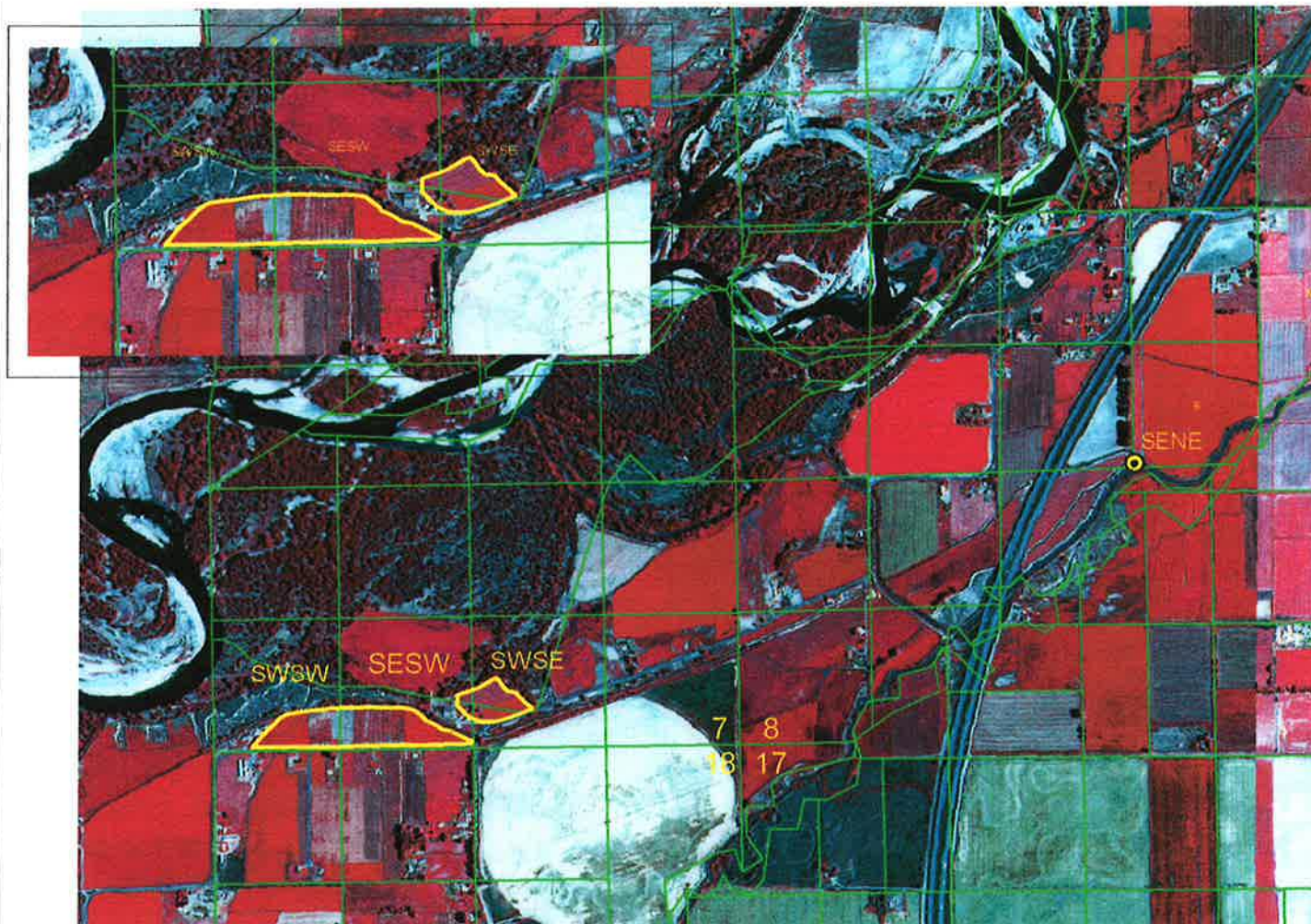
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-37C



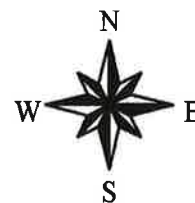
800 0 800 1600 Feet

- LEGEND**
- ⊙ Point of Diversion
 - Place of Use
 - Townships
 - Sections
 - Quarter-Quarters

SCANNED

Place of Use: T3S, R35E:
(part of) Sec. 7, SWSW, SESW, SWSE.

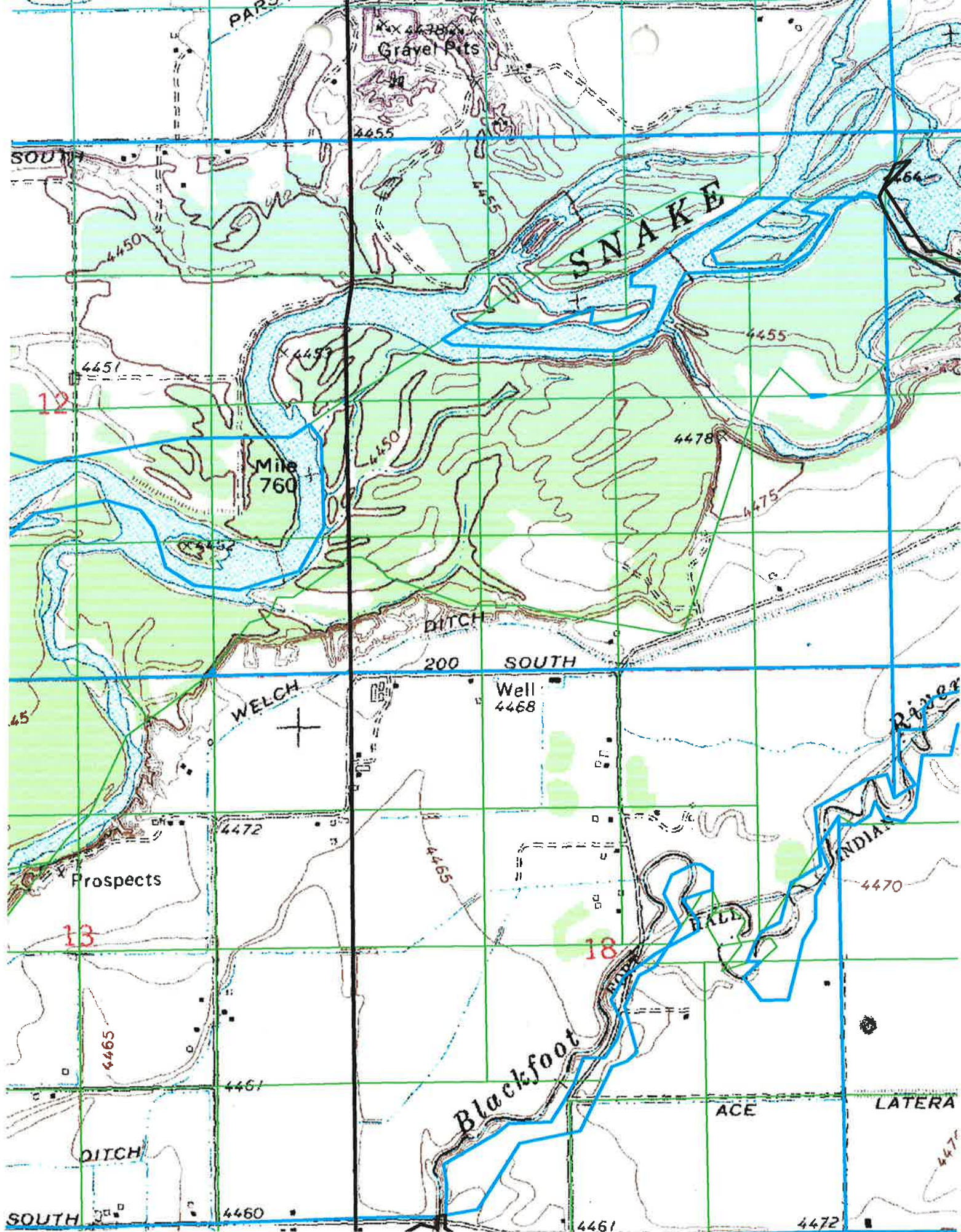
Point(s) of Diversion: T3S, R35E:
Sec. 8, SWSENE.

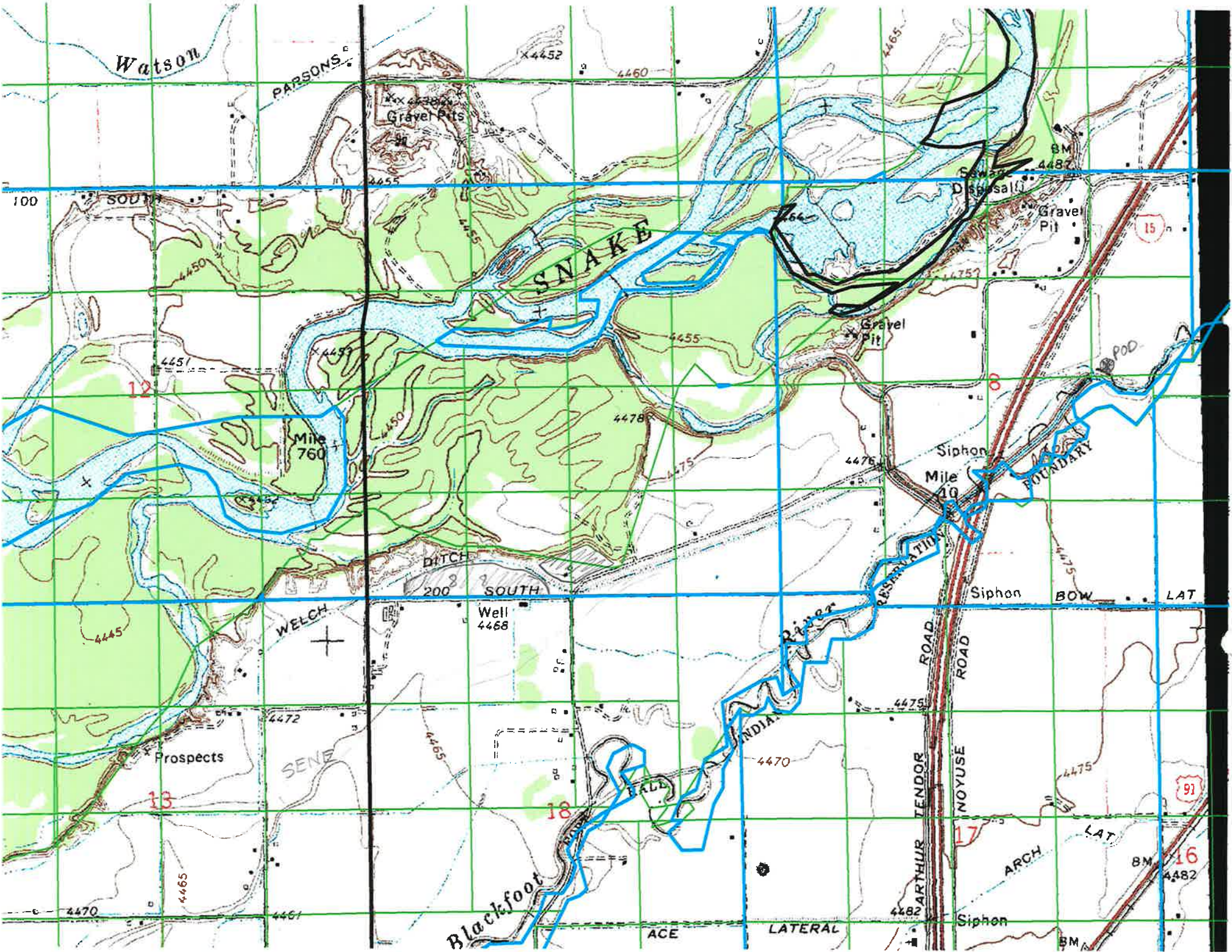


GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: May 2005.

JAN 09 2006

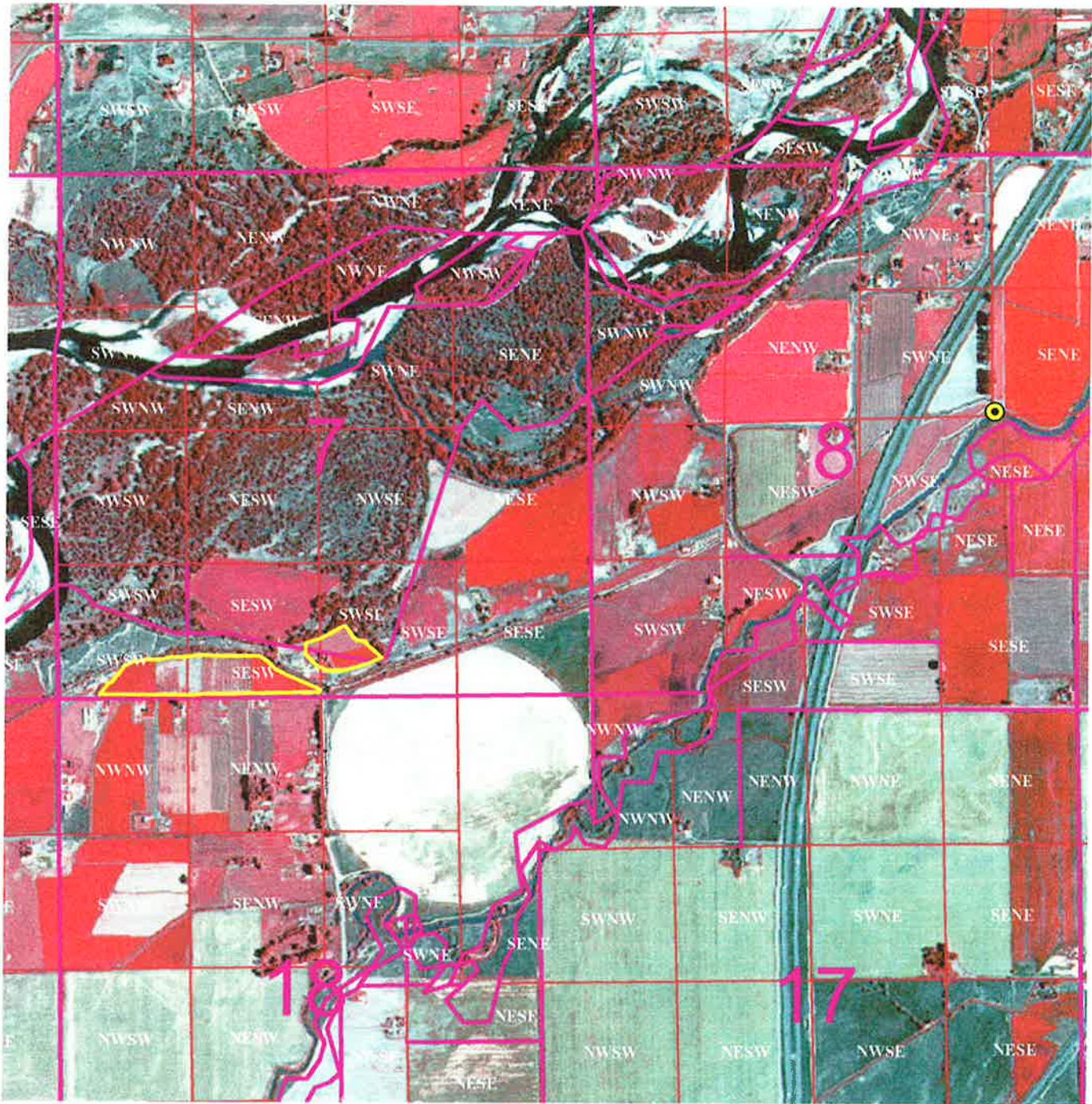
PROFILED





Water Right Claim Number 27-00037C
Township , 3S35E

12/20/2000



**Irrigated Area**

**Place of Diversion**

Legend

**Section Line**

**Quarter Section Line**

**Roads**

**Streams and Canals**



05/13/2005

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: 27-37C

AUDREY H BEAN
1240 REBECCA DR
BLACKFOOT ID 83221
Telephone Number: (208)785-0792

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:

Reference to the "Blackfoot Irrigation Co." should be removed.

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

I don't belong to the Blackfoot Irrigation Co.

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

DATE:

July 24-05

SIGNATURE:

Audrey H. Bean

Please print your name:

Audrey H. Bean

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

RECEIVED

AUG 01 2005

Department of Water Resources
Eastern Region

SCANNED

JAN 09 2006

PROFILED

KMJ
8/2

Notes

2/1/05 There was only $48\frac{1}{2}$ " of water under the Welch water claim, not 60".
Romule/Nation were conveyed 1.5" in 1971 which left $48\frac{1}{2}$ " for Andrey Bean - CB.

Recommend $48\frac{1}{2}$ " of Welch, now look at the rest of the claims by Andrey Bean to see how this fits into the overall system. CB

~~Check to SDE to see what~~

Verify what Canal Company is also ~~over~~ on the the POU.

Combined acre limits,

23 March 2004

Claim 27-37C

Zane Caldwell (785-1283) returned our call. He said that he sold the ground to Audrey Bean and didn't have any information that would be helpful.

He has 2 acres that he irrigates. The delivering ditch is Miners Ditch, the owner of the water is the Corbette Slug.

Barbara



adjusted shapes

Lot 6 22.95

Lot 7 = 17 ac

Lot 8 8.07 ac
48.02 ac

Notes

12-8-03 Evidence of priority letter to Claumont, BP

1-5-04. returned Audrey Bean's call in reference to evidence, old warranty deeds, abstract of title, affidavit ect.

1-6-04 Received Right of way for ditch from Audrey Bean today

2-27-04 Received the letter sent to Zane Caldwell from AG's office. Sent Audrey Bean additional info.

3/2/04 Zane Caldwell called because he got Candice's letter. Audrey Bean owns the property but if we need additional information then he would be willing to help. 785-1283. CB

3/1/04 resent a letter to audrey bean for ownership CB

3-24-04 Received warranty deed.

5-19-04 Email to Merlen, BP

5-26-04 Received RE Sales Agreement - all pages, BP

Contacts Data Entry Form

Owner Type _____ Full Name Audrey H. Bean. Address 1240 Rebecca Dr. Blackfoot City _____ State _____ Zip 83221 Phone 185-0192

Current Owner _____

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

Current Owner _____ ID _____

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: _____

Date: 9/2/04

Priority Date Data Entry Form

Claim Number: A27-00037C

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: _____ Claimed Basis: _____

Recommended Priority Date: 3/20/1886 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

Reviewer: CBDate: 8/2/04

Priority Date

Claim No. _____

1. Should this water use have been included in a later court decree of the water rights from this source? Yes () No (X)
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 (X) No ()
If Yes, go to 5
If No, go to 7
5. Does the decree or license have a Priority Date? Yes (X) 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 (X) 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 (X) No ()
If Yes, go to 16
If No, Enter the appropriate basis of claim.
16. Is a Priority Date remark and/or condition required? Yes () No (X)
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.
- done*

Point of Diversion and Source Data Entry Form

Claim Number: A 27-00037C

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 35, R 35E, Sec. 8, L-8 SENE, County: BenghamSource: Blackfoot R. Tributary: Snake.☐ Use Claimed POD and Source as Recommended POD and Source

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

Other rights from this POD? yes, central ditch

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

field examlink 27-37C.pod.shpTransfers Changing POD NOReviewer: CBDate: 8/2/04

Point of Diversion

Claim No. 27-37C

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. 27-37C

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: C27-00037C☐ 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
3S	3SE	7	SWSW		Bingham	6		Irrigation
			SESW		"	7		Irrigation
			SWSE		"	8		Irrigation

Total Acres 18.8 ac.

Document how the POU was verified:

1987/88 NAPP Photography.Link 27-37C Shp.Transfers Changing POU NOReviewer: CBDate: 5/6/05.

Place of Use

Claim No. _____

1. Is the basis of claim a Decree or License? Yes () No ()
If Yes, go to 2a
If No, go to 2b
- 2a. Is a POU required? Yes () No ()
If Yes, go to 5
If No, go to 14
- 2b. Is a POU required? Yes () No ()
If Yes, go to 3
If No, go to 14
3. Is the basis of claim a Permit or Application? Yes () No ()
If Yes, go to 4
If No, go to 7
4. Has the License been issued? Yes () No ()
If Yes, go to 6
If No, recommend the POU as shown on the Permit. Go to 14
5. Does the parent right have a POU? Yes () No ()
If Yes, go to 6
If No, go to 7
6. Can the claimed POU be verified using the water right file? Yes () No ()
If Yes, recommend the POU as shown in the water right file. Go to 14
If No, go to 7
7. Is there evidence that there has been a change in the POU? Yes () No ()
If Yes, go to 8
If No, go to 13
8. Can the change be verified as an accomplished transfer? Yes () No ()
If Yes, add condition C05, go to 13
If No, go to 9
9. Does the change include an enlargement of the POU? Yes () No ()
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
10. Was an enlargement claim filed? Yes () No ()
If Yes, go to 13
If No, notify claimant that an enlargement claim is necessary. Go to 11
11. Did the claimant file an enlargement claim? Yes () No ()
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
12. Was a transfer filed? Yes () No ()
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
13. Does the file contain all of the necessary information to verify the POU? Yes () No ()
If Yes, go to 14
If No, collect the necessary information. Conduct field exam if necessary. Go to 14
14. Is a POU remark and/or condition required? Yes (X) No ()
If Yes, enter the appropriate remark and/ or condition. POU review is complete.
If No, POU review is complete.

Purpose of Use Data Entry Form

Claim Number: A 27-00037C☐ 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

Document how the Purpose of Use was verified:

deed

Transfers Changing Purpose of Use _____

Reviewer: CBDate: 2/1/05

Purpose of Use

Claim No. 27-37C

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 Form

Claim Number: A27-00037C☐ 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	0.97	

Overall Diversion Rate 0.97 Overall Diversion Volume _____

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

Irrigation SOU (IDWR) 4/1 - 10/31
wellch analysis shows 48 1/2"

Reviewer: CBDate: 2/1/05

Period of Use

Claim No. 27-37C

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 ☒

Quantity

Claim No. 27-37C

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.

27 - 37C

1. Is the basis of claim a Decree, License, Permit, Application or Posted Notice?
If Yes, go to 2
If No, go to 3
Yes ☒ No ☐
2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?
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
Yes ☐ No ☒
3. Is the water being used for all of the purposes claimed and to the extent claimed?
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
Yes ☐ No ☐
4. Is any portion of the claim being recommended?
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
Yes ☐ No ☐ NO A/L -
5. Is an additional remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. Go to 6
If No, go to 6
Yes ☒ No ☐
6. Would you like to view the recommended right?
If Yes, go to 7
If No, the review is incomplete. The recommendation must be viewed to complete the review.
Yes ☒ No ☐
7. Is this a "split" or "combined" right?
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
Yes ☒ No ☐
8. Do you have documents you would like to attach or link to the file?
If Yes, go to PowerDOCS and profile the documents. Go to 9
If No, go to 9
Yes ☐ No ☒
9. Would you like to set the verification date?
If Yes, the review is complete.
If No, the review is incomplete. The recommendation must be verified to complete the review.
Yes ☒ No ☐

Summary Data Entry Form

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

C18

FOI Exp Rem. Central Ditch

ES6 E14 Pou Rem. 18.8 ac Comb. No. 27-

16A, 27-4F ~~and 27-30A~~ES2 E04 Qty Rem. 0.75 cfs ; 27-16A, 27-4F ~~27-30A~~

E04 E29 Exp Cond. Blackfoot Irrigation Co.

Split or Combined Right Analysis:

Attached Field Notes or Other Documents:

Claim No.:

27-37C

Reviewer

CB

Date

5/6/05

Basin No.	Sequence Number	Split Suffix	Name	Basis of a Claim	yyyy-mm-dd Priority Date	Remarks	Useage	Other Water Rights Used	S=Stevens	ven s Decree	Total CFS	Recommended diversion (inches)
27	37	L	Anderson, Donald	Decreed	1886-03-20	Welch Irrigation Co. T.52	irrigation	27-2125	s	37	1.08	54.00
27	37	C	Bean, Audrey H.	Decreed	1886-03-20		irrigation	27.4F	s	37	0.97	48.50
27	37	P	Bergeman, E. V.		1886-03-20		irrigation		s	37	0.28	14.00
27	12017		Clements, Casey A.	Decreed	1886-03-20	Parent is 27-12067	irrigation		s	37	0.38	19.00
27	11997		Coffman, Harvey	Decreed	1886-03-20		irrigation		s	37	0.10	5.00
27	10550		Ganske, Robert L.	Decreed	1886-03-20	Claim based on Miner's shares & F&W 27-23B. AMENDED	irrigation		s	37	0.06	3.00
27	10844		Gay, Walter A.	Decreed	1886-03-20		irrigation		s	37	0.17	8.67
27	37	M	Hamilton, Wesley	Decreed	1886-03-20		irrigation	27-4G	s	37	1.30	65.00
27	12015		Hansen, Helen	Decreed	1886-03-20	Parent is 27-12067	irrigation		s	37	0.03	1.50
27	37	F	Hill, Stanley	Decreed	1886-03-20		irrigation		s	37	0.12	6.00
27	12016		Hospkins, Robert	Decreed	1886-03-20	Parent is 27-12067	irrigation		s	37	0.03	1.50
			LDS Church	Decreed	1886-03-20		irrigation		s	37		0.00
27	10358		Leiseth, Jason	Decreed	1886-03-20	probably 27	irrigation		s	37	0.00	0.00
27	37	A	McDaniel, Brett	Decreed	1886-03-20	T#52. Welch Irrigation	irrigation		s	37	1.76	88.00
27	11994		Nation, Howard S.	Decreed	1886-03-20	Parent right 27-11120	irrigation		s	37	0.015	0.75
27	12014		Novosad, Joyce	Decreed	1886-03-20	Parent is 27-12067	irrigation		s	37	0.16	8.00
27	11995		Romrell, Don	Decreed	1886-03-20	Parent Right 27-11120	irrigation		s	37	0.015	0.75
27	37	E	Rowbury, Rex C.	Decreed	1886-03-20	T#52	irrigation		s	37	0.12	6.00
27	37	B	Stecklein, LaVerelle	Decreed	1886-03-20		irrigation		s	37	0.00	0.00
27	37	G	Stecklein, LaVerelle	Decreed	1886-03-20		irrigation	27-27B, 7065, 2126, 10552, 10555, 26B	s	37	0.69	34.33
27	37	J	Winter, Norman	Decreed	1886-03-20		irrigation		s	37	0.10	5.00
27	37	H	Worthington, Dallen	Decreed	1886-03-20		irrigation		s	37	0.04	2.00
27	37	K	Wright, Franklin D.	Decreed	1886-03-20		irrigation	27-27C, 23F	s	37	0.04	2.00
27	37	N	Yancey, Merlin	Decreed	1886-03-20		irrigation		s	37	0.50	25.00
								TOTALS			7.96	398.00

Grant Atkinson to Frank Field 16 Mar 1953 - Audrey Bean Property

3-16-1953

30177-1

WARRANTY DEED

THIS INDENTURE, Made this 16th day of March 1953

in the year of our Lord one thousand nine hundred and fifty-three
GRANT ATKINSON and MURIEL ATKINSON, husband and wife,
of the County of Maricopa State of Arizona
the parties of the first part, and
FRANK FIELD and CERETTA E. FIELD, husband and wife,
of the County of Bingham State of Idaho
the parties of the second part.

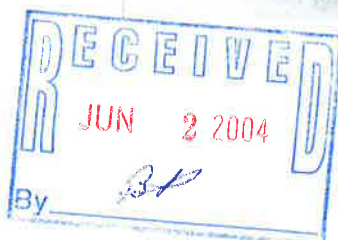
WITNESSETH, that the said parties of the first part, for and in consideration of the
sum of ONE and no/100 - - - - - DOLLARS
lawful money of the United States of America, and other valuable considerations,
to them in hand paid by the said
parties of the second part, the receipt whereof is hereby acknowledged, have granted,
bargained and sold, by these presents do grant, bargain, sell, convey and confirm
unto the said parties of the second part, and to their heirs and assigns forever, all of
the following described real estate, situated in the County of
Bingham, State of Idaho, to-wit

Lots Six (6) and Seven (7) in Section Seven (7), Township Three (3)
South, Range Thirty-five (35), East Boise Meridian;

Also; Beginning at the Northwest corner of the Southeast quarter
of the Southeast quarter of Section Seven (7), Township Three (3)
South, Range Thirty-five (35), East Boise Meridian, and running
thence South 30°6' West 960 feet to a point thence South 57°51'
West 1,000 feet to quarter corner common to Sections Seven (7) and
Eighteen (18) in said Township and Range; thence North 600 feet
to South of the left bank of the old channel of Snake River; thence
Northeasterly along the left bank of said old channel with original
meanders thereof to the intersection of said meanders with the
East and West center line through the Southeast quarter of above
described Section; thence East on the last said East and West
center line 520 feet to place of beginning;

Together with the appurtenant ditches and water rights.

This deed is given subject to a mortgage in favor of National Public
Service, Inc., a Washington Corporation, in the unpaid principal
sum of \$6,500.00, which the grantees assume and agree to pay.



9.1.1.2

30177-2

Signed, sealed and delivered in the presence of

Grant Atkinson (SEA)

Musil Atkinson (SEAL)

----- (SEAL)

54

On this 18th day of March In the year 19 53, before me
Fred Arnett., a Notary Public

in and for said State, personally appeared

GRANT ATKINSON and MURIEL ATKINSON, husband and wife,
known to me to be the persons, whose names are subscribed to the within instrument
and acknowledge to me that they executed the same.

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

Fred Smith
Notary Public for the State of Arizona
residing at Mesa, Arizona

My Commission Expires June 20, 1955
My commission expires _____, 19__

WARRANTY DEED

No. 3

TO

MAR 31 1953

19

STATE OF IDAHO

County of } No.

Ex-Officio Recorder,
By Elyse Smith
From, \$ 1.50 Deputy.
Mail to _____
104-12 of Court File

RECEIVED
JUN 2 2004
By *BP*

3-25-1953

Warranty Deed

This Indenture, made this 25th day of March in the year of our Lord one thousand nine hundred and fifty-three, between **Frank Field and Ceretta E. Field**, Husband and wife, of the County of Bingham, State of Idaho the parties of the first part, and

O. E. Cook and Nerene Cook, husband and wife, of the County of Bingham, State of Idaho, the parties of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One and no/100 dollars lawful money of the United State of America, and other valuable considerations, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Bingham, State of Idaho, to-wit:

Lot Six (6) and Seven (7) in Section Seven (7), Township Three (3) South, Range Thirty-five (35), East Boise Meridian;

ALSO, beginning at the Northwest corner of the Southeast quarter of the Southeast quarter (**SE1/4SE1/4**) of **Section Seven (7), Township Three (3) South, Range Thirty-five (35)**, east Boise Meridian, and running

Thence South 30°6' West 960 feet to a point

Thence South 57°51' West 1,000 feet to quarter corner common to Section Seven (7) and Eighteen (18) in said Township and Range;

Thence North 600 feet to South of the left bank of the old channel of Snake River;

Thence Northeasterly along the left bank of said old channel with original meanders thereof to the intersection of said meanders with the East and West center line through the Southeast quarter of above described Section;

Thence East on the last said East and West center line 520 feet to place of beginning;

Together with the water rights and appurtenances thereunto belonging and appertaining.

9.1.1.3

Frank Field to Orval Cook 25 March 1953 – Audrey Bean Property

14-1494

WARRANTY DEED

THIS INDENTURE, Made this 25th day of March

in the year of our Lord one thousand nine hundred and fifty-three

between

FRANK FIELD and GERITA E. FIELD, husband and wife,

of the County of Blaine State of Idaho

the parties of the first part, and

O. E. COOK and MERENE COOK, husband and wife,

of the County of Blaine State of Idaho

the parties of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE and no/100 ----- DOLLARS lawful money of the United States of America, and other valuable considerations,

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

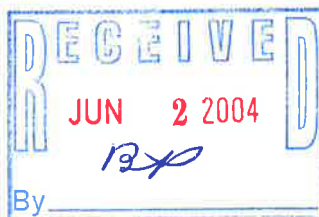
lots Six (6) and Seven (7) in Section Seven (7), Township Three (3) South, Range Thirty-five (35), East Boise Meridian;

Also, Beginning at the Northwest corner of the Southeast quarter of the Southeast quarter (SE1/4) of Section Seven (7), Township Three (3) South, Range Thirty-five (35), East Boise Meridian, and running thence South 30° 51' West 960 feet to a point thence South 57° 51' West 1,000 feet to quarter corner common to Sections Seven (7) and Eighteen (18) in said Township and Range; thence North 600 feet to South on the left bank of the old channel of Snake River; thence Northeasterly along the left bank of said old channel with original meanders thereof to the intersection of said meanders with the East and West center line through the Southeast quarter of above described Section; thence East on the East and West center line 500 feet to place of beginning.

Together with the water rights and appurtenances thereto belonging and appertaining.

LGL LTR

2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14



Frank Field to Orval Cook 25 March 1953 – Audrey Bean Property

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder 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 part 1st of the first part,

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part 1st of the second part, and to their 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 parties of the second part, their 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

Frank Field (SEAL)

Beretta E. Field (SEAL)

STATE OF IDAHO }
County of Bingham } ss.

On this 26th day of March in the year 1953, before me

H.B. Fitzpatrick, a Notary Public

in and for said State, personally appeared

FRANK FIELD and BERETTA E. FIELD, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that he 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.

H.B. Fitzpatrick
Notary Public for the State of Idaho

My commission expires Sept 24, 1953 residing at Blackfoot, Idaho

2 3 4 5 6 7 8 9 10 11 12

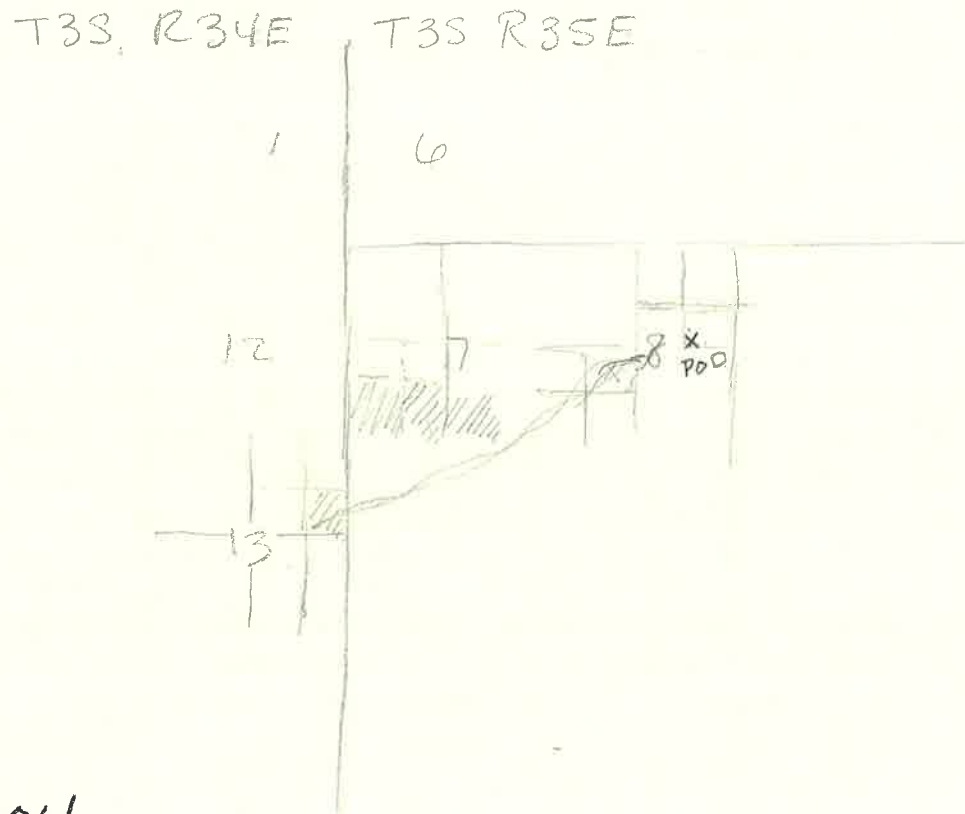
LGL LTR



NESW + L-7 Sec 8 T3S R35E
F.S. L-3 & SESE Sec. 7

through SENE Sec. 13, T3S, R34E.

100 yards N. of NW corner Ezell's field.



1-23-04

Analysis of ditch right away. CB

Right-of-way for ditch



Mary Edwards,

TO

No. 23870

J. W. Ezell,

This Indenture, made the 21st day of December, in the year of our Lord, one thousand nine hundred and eight, between Mary Edwards, a widow,

of the County of Bingham, and State of Idaho, the part Y of the first part and J. W. Ezell, of the County of Bingham, and State of Idaho, the part Y of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of One hundred forty and no/100 (\$140.00) DOLLARS

lawful money of the United States of America to her 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:

An undivided one-sixth interest representing a right of way for Fifty inches of water measured under a four (4) inch pressure through and in the following described ditch, to-wit: Beginning at the dam constructed across the Blackfoot river, known as the Stevens' dam extending through the field of John Kirkpatrick or what is known as the old Garrett field in the NE 1/4 of the SW 1/4 and lot seven (7) of section 8, twp. 3 south, of range 35 E. B. M., thence through the land of F. S. Stevens being lot 3 and SE 1/4 of SE 1/4 of section 7, in said township and range, thence through the SE 1/4 of the NE 1/4 of section 15, twp. 3 south of range 34 E. B. M. to a point about 100 yards north of the northwest corner of Ezell's field (being the land last above described) which said point will be the point of diversion of the water belonging to the first party herein.

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 Y of the first part and her heirs, 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 Y of the first part and her 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 Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Mary X Edwards (SEAL)
mark (SEAL)
(SEAL)
(SEAL)

W. A. Beakley and also witness to

mark Charles Edwards, also witness

STATE OF IDAHO,
County of Bingham, ss.

I DO HEREBY CERTIFY THAT, On this 21st day of December, in the year of 1908, before me, William A. Beakley a notary public, in and for said County and State, personally appeared Mary Edwards

known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, the day and year first above written.

(Seal) William A. Beakley, Notary Public.
My commission expires February 4, 1909.

Recorded at the request of J. W. Ezell Dec., 21, 1908 at 3:30 p. m.

Recorder's fees \$ H. B. Curtis, Recorder.
By S. H. Curtis, Deputy Recorder.



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

9 December 2003

Audrey Bean
1240 Rebecca Drive
Blackfoot, ID 83221

COPY

Re: Snake River Basin Adjudication (SRBA)
Claim 27-37C

Subject: EVIDENCE OF PRIORITY DATE

Response Date: 8 January 2004

Dear Claimant(s):

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

The referenced claim is not a decreed right based on Welch Irrigation. In the Stevens' 1891 decree the Welch water was decreed as mining, not irrigation and cannot be converted to irrigation. The mining purpose is non-consumptive while, irrigation is consumptive. Therefore, it can only be recommended to the Court as a beneficial use claim. However, before we can prepare the recommendation, we need evidence to support when the water was put to beneficial use for irrigation.

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

For your reference, I have enclosed the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some examples of Documents Which May Be Evidence of the Priority Date**".

If we do not hear from you by the above referenced response date we will recommend to the Court that this claim be disallowed.

If you have any questions not covered by this letter, please feel free to contact me at 547-3993.

Respectfully,

A handwritten signature in cursive script, appearing to read "Cindy E. Bird".

Cindy E. Bird
Adjudication Bureau

CEB/bjp

Enclosure: Evidence of Priority Brochure

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

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

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just 1 adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing wa right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	<u>27-4F</u>	_____	_____	<u>27-10/63 (D/S)</u>	_____
_____	<u>27-16A</u>	_____	_____	_____	_____
_____	<u>27-37C</u>	_____	_____	_____	_____
_____	<u>27-7079</u>	_____	_____	_____	_____
_____	<u>27-16D</u>	_____	_____	_____	_____

PD issue:
\$25.00

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s)

ZANE AND MARTIN CADDWELL
442 W RIVINGTON RD Blackfoot Id 83

4. New Owner/Claimant(s)

Audrey H. Beeson
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1240 Rebecca Dr.

City, State and ZIP Code

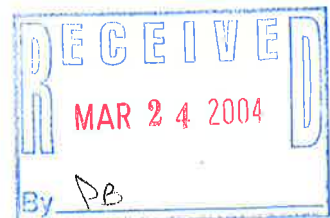
Blackfoot, Id 83221

New Telephone Number

208 785-0792

5. Date you acquired the property

From February 28 - '03





Close

From: Payne, Barbara**To:** 'Merlin Yancey '**Cc:****Subject:** Welch Water 27-37C**Sent:** 5/19/2004 3:19 PM**Importance:** Normal

Hi Merlin,

I am working on Audrey Bean's claim for water with the Welch priority date. We have the deed to her from Zane Caldwell but it doesn't mention water.

We also have a copy of the water deed from Theodore Stecklein to Caldwell for 10 Miner's inches of Welch water. I assume this is in connection with the land sold to Caldwell. Since the warranty deed does not mention water and there has not been a separate water deed submitted, we need documentation transferring the water from Caldwell to Bean.

Another point is that we have documentation on Theodore Stecklein selling water but don't know how and when he obtained the water he is selling. If you know of any documents that will fill in the missing gaps, please forward a copy to us so we can finalize the recommendations. If a clean path cannot be established, those claims may be disallowed.

Thanks.

Barbara :-}

March 23-04
Please let me know
if these documents are
sufficient evidence to
prove my ownership
of Welch water.
Thanks, Audrey



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNST MONEY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING

ID# 0200403

DATE February 4, 2003

1. REAL ESTATE OFFICES:

Listing Agency	<u>Preferred Properties</u>	Office Phone #	<u>785-7555</u>
Office Fax #	<u>E-Mail</u>	Other Phone #	<u></u>
Listing Agent	<u>Susan Caldwell</u>	Phone #	<u></u>
Selling Agency	<u>Town & Country Real Estate</u>	Office Phone #	<u>785-2474</u>
Office Fax #	<u>785-2890</u>	Other Phone #	<u></u>
Selling Agent	<u>Kathy Chidester</u>	Phone #	<u>684-3919</u>

2. BUYER:

Audrey H. Bean

(Hereinafter called "BUYER")

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY
KNOWN AS 546 West Riverton Road

City Blackfoot County Bingham ID, Zip 83221

legally described as: ☐

OR ☒ Legal Description Attached as addendum # 1 (Addendum must accompany original offer)

3. TOTAL PURCHASE PRICE: Two Hundred and Ninety Thousand DOLLARS,

\$ 290,000 payable upon the following **TERMS AND CONDITIONS** (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

\$ 1,000 **A. EARNST MONEY:** Buyer hereby deposits One Thousand DOLLARS as Earnst

Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____ and a receipt is hereby

acknowledged. Earnst Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling

Broker ☐ other _____ for the benefit of the parties hereto, and John S. Chidester (Broker)

shall hold the completely executed Broker's copy of this Agreement.

The responsible Broker shall be John S. Chidester

B. ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 34 through 52, fill blanks with N/A (Not

Applicable). FUNDS MAY NOT BE OBTAINED FROM FINANCING UNDER THIS OPTION. BUYER Agrees to provide SELLER within _____ business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

\$ _____ **C. NEW LOAN PROCEEDS:** This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA

☐ RD ☐ OTHER _____ **FIRST LOAN** of \$ _____ not including mortgage insurance, with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other _____. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

BUYER ☐ has applied ☐ shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a **written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting**. If such written commitment is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnst Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnst Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

\$ 215,000 **D. ADDITIONAL FINANCIAL TERMS:**

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

\$ 74,000 **E. APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, not including closing costs, to be paid by BUYER at closing.

In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 6 Pages.

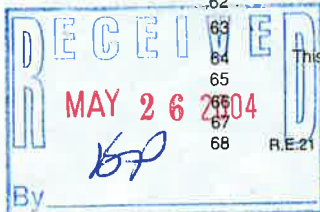
BUYER'S Initials (ALT) Date 2/4/03 SELLER'S Initials (SC) (MC) Date 2-5-03

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R.E.21 Effective Date 08/02



PAGE 2 OF 6 - RE-21 PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho ID#: 0200403

5. OTHER TERMS AND/OR CONDITION: Partial released to be granted to the Buyer as the contract is paid off. There is always to be a 21% note reduction of paid principal balance on a per acre basis over and above the portion that is released. In other words to get a release of 25% of acreage on this property 46% of the mortgage would have to be paid towards the original principal balance of property

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.

The following additional items are specifically:

(A) INCLUDED IN THIS SALE: dishwasher, refrigerator, range all out buildings, all window coverings, 60 shares Welch water-1886, 10 shares Fox-Whitten water 1885, 22 shares Nisson water 1872. All division rights (15), flood head gates, all wheel lines, hand lines, irrigation pumps, and other irrigation equipment on the property, all farm equipment, pelet stove.

(B) EXCLUDED IN THIS SALE: None

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 3 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 6 Pages.

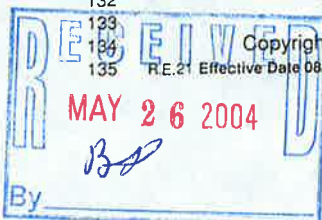
BUYER'S Initials (JB) Date 2/4/03 SELLER'S Initials (JC) (MC) Date 2-5-03

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RE-21 Effective Date 08/02



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PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho ID#: 0200403

(E) HOME OWNER'S EXPANDED COVERAGE ENDORSEMENT: This endorsement attaches to and becomes a part of a Standard Title Policy. This endorsement shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which the insured owner resides either at date of policy or at any time prior to the time insured owner acquires knowledge of a potential claim hereunder. The Title company hereby insures the insured Owner of the estate or interest against loss or damage which the Insured Owner shall sustain by reason of existence at date of policy of any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in progress or completed at date of policy, except a work of improvement for which said insured Owner has agreed to be responsible. Also covers other problems but only after a final court order of judgment that requires removal. Home Owner's Expanded Coverage Endorsement requested: ☐ NO ☐ YES, If yes, additional premium paid by ☐ BUYER ☐ SELLER.

(F) The parties agree that Alliance Title Company shall provide title policy and preliminary report of commitment.

10. INSPECTION: BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 157 to 173. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

BUYER'S acceptance of the condition of the property is a contingency of this Agreement

FHA INSPECTION REQUIREMENT, If applicable: "For your protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to Seller pertinent section(s) of written inspection reports. SELLER shall have 3 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days that they will not continue with the transaction and will receive their Earnest Money back.

4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

11. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No ☐ N/A. BUYER hereby acknowledges receipt of a copy of the Seller's Property Condition Disclosure Form and understand the SELLER may accept another offer until such time that the BUYER waives their right to rescind said purchase agreement within three (3) business days from date of receipt of the Seller's Property Conditions Disclosure Form. BUYER below hereby ☒ does, ☐ does not waive the right to rescind based on the Seller's Property Condition Disclosure Report.

12. LEAD PAINT DISCLOSURE: The subject property ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right. (e) that, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

13. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s: ☐ Yes ☒ No ☐ N/A

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 6 Pages.

BUYER'S Initials () Date 2/4/03 SELLER'S Initials () Date 2-5-03

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R.E.21 Effective Date 08/02

Company: BP

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PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho

ID#: 0200403

14. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☒ No ☐ N/A Association fees/dues are \$ _____ per _____

☒ N/A ☐ BUYER ☐ SELLER to pay Homeowner's Association **SET UP FEES** for this property in the amount of \$ _____ at closing.
☒ N/A ☐ BUYER ☐ SELLER to pay Homeowner's Association **TRANSFER FEES** for this property in the amount of \$ _____ at closing.

15. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER

16. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.
SELLER agrees to pay up to \$ 0 lender repair costs only.
BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee				X	Title Ins. Extended Coverage Lender's Policy - Mortgage Policy				X
Closing Escrow Fee			X		Title Ins. Extended Coverage Owner's Policy				X
Lender Document Preparation Fee				X	Homeowner's Expanded Coverage Endorsement				X
Flood Certification/Tracking Fee				X	Well Inspection				X
Lender Required Inspections				X	Septic Inspections				X
Tax Service Fee				X	Septic Pumping				X
Attorney Contract Preparation Fee				X	Survey				X
					Fuel in Fuel Tank - Amount to be Determined by Supplier		X		

17. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the Premises approximately 1 day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and Premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the Broker(s) of any liability.

18. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: none

19. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) February 28, 2003.
The parties agree that the **CLOSING AGENCY** for this transaction shall be Alliance Title Company
If a long-term escrow / collection is involved, then the long-term escrow holder shall be Alliance Title Company

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 6 Pages.
BUYER'S Initials (BP) Date 2/4/03 SELLER'S Initials (ZE) (ME) Date 2-5-03

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R.E.21 Effective Date 08/02



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PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho ID#: 0200403
20. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ a.m. ☐ p.m.
Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, security and/or other forms of deposit, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of _____ closing.

21. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

22. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

23. SINGULAR AND PLURAL terms each include the other, when appropriate.

24. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302(15).

25. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

26. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

27. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorneys' fees.

28. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

29. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

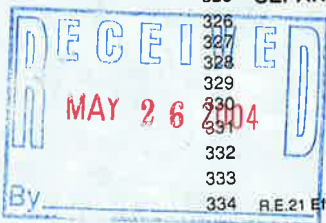
Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 6 Pages.
BUYER'S Initials (ab) () Date 2/4/03 SELLER'S Initials (mc) (mc) Date 2-5-03

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PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho ID#: 0200403

30. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

32. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER and SELLER.

33. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) February 5, 2003 at (Time) 12:00 Noon ☐ a.m. ☐ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

34. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature Audrey H. Beon BUYER Signature _____
 BUYER (Print Name) Audrey H. Beon BUYER (Print Name) _____
 Date 2/4/03 Time 4:55 ☐ a.m. ☒ p.m. Date _____ Time _____ ☐ a.m. ☐ p.m.
 Address 1340 Rebecca Dr. Address _____
 City Blackfoot State ID Zip 83221 City _____ State _____ Zip _____

35. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
☐ SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM(S) # _____

SELLER Signature Zane Caldwell SELLER Signature Marlene Caldwell
 SELLER (Print Name) Zane Caldwell SELLER (Print Name) Marlene Caldwell
 Date 2/5/03 Time 4:10 ☐ a.m. ☒ p.m. Date 2/5/03 Time 4:10 ☐ a.m. ☒ p.m.
 Address 546 W. Riverton Rd Address _____
 City Blackfoot State Idaho Zip 83221 City _____ State _____ Zip _____

36. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on Date 2/6/03 Time 2:00 ☐ a.m. ☒ p.m.

BUYER: Audrey H. Beon BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 6 of 6 Pages.
 BUYER'S INITIALS (ab) (____) Date 2/4/03 SELLER'S INITIALS (____) (____) Date _____

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R.E.21 Effective Date 08/02

B47238

523337

WARRANTY DEED

For Value Received **ZANE CALDWELL AND MARTHA MARLENE CALDWELL**, husband and wife

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

AUDREY H BEAN, a widow

whose address is: **1240 Rebecca Dr, Blackfoot, Idaho 83221**

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

Lots 6 and 7 in Section 7, Township 3 South, Range 35, E.B.M., Bingham County, Idaho, EXCEPTING THEREFROM a tract of land located in Lot 6, described as follows: Beginning at point N. 78°30'04" E. 122.60 feet from the SW corner of Section 7; thence N. 00°27'33" E. 79.94 feet; thence N. 63°34'36" E. 454.36 feet; thence N. 77°37'45" E. 136.44 feet; thence S. 46°00'45" W. 449.78 feet; thence N. 89°44'00" W. 217.19 feet; more or less, to the True Point of Beginning

ALSO all those portions of Lots 8, 17, and 21, lying W. of the following described line in Section 7, Township 3 South, Range 35 E.B.M., Bingham County, Idaho, Beginning at a point on the N line of a country road that is N. 89°40'00" W. along the section line 1833.85 feet and N. 435.46 feet from the SE corner of said Section 7 and running thence N. 12°03'49" W. along a fence line 706.74 feet; thence N. 20°46'00" E. 844.94 feet; thence N. 02°34'40" E. 376.69 feet; thence N. 36°58'12" E. 55.02 feet; thence N. 35°09'55" W. on the extension of a fence line to the intersection of the N. line of Lot 17.

ALSO all Lot 20, Section 7, Township 3 South, Range 35 E.B.M., Bingham County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessment as agreed to by parties above.

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

Dated: February 27, 2003

Zane Caldwell
Zane Caldwell

Martha Marlene Caldwell
Martha Marlene Caldwell

FIRST AMERICAN TITLE

RECORDED IN THE PEOPLE

2003 FEB 28 PM 2

FEE \$1.00

BLACKFOOT, IDAHO

...e of a country road that is N. 89°40'00" W. along the section line ...
...at from the SE corner of said Section 7 and running thence N. 12°03'40" W. along a fence line
...6.74 feet; thence N. 20°46'00" E. 844.94 feet; thence N. 02°34'40" E. 3.369 feet; thence N.
...°58'12" E. 55.02 feet; thence N. 35°09'55" W. on the extension of a fence line to the
...tersection of the N. line of Lot 17.

LSO all Lot 20, Section 7, Township 3 South, Range 35 E.B.M., Bingham County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning
finances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments
agreed to by parties above.

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

Dated: February 27, 2003

Zane Caldwell
Zane Caldwell

Martha Marlene Caldwell
Martha Marlene Caldwell

STATE OF Idaho

COUNTY OF BINGHAM

On this 27th day of February, 2003, before me Lori Day, personally appeared Zane Caldwell and Martha Marlene
Caldwell, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to
the within instrument, and acknowledged to me that they executed the same.

Lori Day
Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/03



FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF

2003 FEB 28 PM 2:45

FEE \$1.00

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

523337



T

7172.0 HFT
548

22.2

Ditch

South River Road 2005

12/7
13/8

27.1

River Road

South River Road

27.1



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

Audrey Bean
1240 Rebecca Drive
Blackfoot, Idaho 83221

March 1, 2004

Re: Snake River Basin Adjudication (SRBA)
Claim 27-37C

Subject: EVIDENCE OF OWNERSHIP OF WELCH WATER

Response Date: March 26, 2004

Dear Audrey:

The Department of Water Resources is currently investigating water right claims in Basin 27. IDWR information indicates that your water right claim is based on a water right decreed in *Stevens v. Eastern Idaho Water Co.*, Judgment Book 1, pp. 106-117 (Bingham County, Idaho August 1, 1891), to James Welch. This water right was decreed for 400 inches (8.0 cfs) with a March 20, 1886, priority date. This water right was numbered sometime after the decree by IDWE as water right no. 27-37.

The Department has received multiple claims to this water right totaling more than 8.0 cfs. In order to make a complete and accurate recommendation of your water right, each element of the water right must be proven. The Department needs information that shows you are a successor to the original James Welch water right. This could be established through deeds or other conveyance documents that show you own a portion of the original water right.

The previous information you submitted to me in January only refers to the ditch. It doesn't provide any evidence to support the ownership of the water right.

Please provide the information by the above referenced response date. If you have any questions, please feel free to contact me at 547-3993.

Respectfully;

Cindy E. Bird
Adjudication Bureau

CEB/ceb



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WARDEN

February 24, 2004

COPY

MARLENE AND ZANE CALDWELL
442 W RIVER RUN RD
BLACKFOOT ID 83221-6302

RE: *SRBA Claim based on decreed water right No. 27-37 C*

Dear Claimant(s):

I am the Deputy Attorney General assigned to represent the Idaho Department of Water Resources (IDWR or the "Department") in Basin 27 in the Snake River Basin Adjudication.

The Department of Water Resources is currently investigating water right claims in Basin 27. IDWR information indicates that your water right claim is based on a water right decreed in *Stevens v. Eastern Idaho Water Co.*, Judgment Book 1, pp. 106-117 (Bingham County, Idaho August 1, 1891), to James Welch. This water right was decreed for 400 inches (8.0 cfs) with a March 20, 1886, priority date. This water right was numbered sometime after the decree by IDWR as water right no. 27-37.

The Department has received multiple claims to this water right totaling more than 8.0 cfs. In order to make a complete and accurate recommendation of your water right, each element of the water right must be proven. The Department needs information that shows you are a successor to the original James Welch water right. This could be established through deeds or other conveyance documents that show you own a portion of the original water right.

Please provide this information by March 26, 2004, to Cindy Bird at the Soda Springs Office for the Idaho Department of Water Resources. You can contact her at 208-547-3993. If you have any further questions regarding this matter, you can contact Cindy or you can contact me directly at 208-327-5404.

Very Truly Yours,

A handwritten signature in cursive script, reading "Candice M. McHugh".

Candice M. McHugh
Deputy Attorney General
Idaho Dept. of Water Resources

c: electronically Cindy Bird, IDWR

SCANNED

JUL 19 2001

Log for claim 27-00037C

Spatial Dynamics LTD

12/20/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03s35e	7	SWSW	8	5.6	
03s35e	7	SESW	0	0.3	
03s35e	7	SESW	10	9	
03s35e	7	SWSE	3	1.3	
03s35e	7	SWSE	0	2.5	
Totals:			21	18.7	

AJ5809NP
No. A27-00037C

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 43

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ZANE CALDWELL	03/20/1886	IRRIGATION	03-15 11-15	1.170 CFS	
C	MARLENE CALDWELL					
	546 W RIVERTON RD					
	BLACKFOOT ID 83221			TOTAL DIVERSION:	1.170 CFS	
	(208) 785-1283			CONSUMPTIVE USE:		40.00 AFA
Water Source: BLACKFOOT RIVER		Tributary to: SNAKE RIVER		Stage: DECREED		

AJ5809NP
No. A27-00037C

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 44

Point(s) of Diversion: T03S R35E S08 SWSENE BINGHAM County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE													
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:						
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM			
				-----				:	-----				:	-----				:	-----				:	-----				:	-----
03S	35E	7	:					:					:	06-08 07-10				:	08-03				:					:	21.0
																							TOTAL ACRES		21.0				

POU County: BINGHAM

Non-Irrigation Uses: INCIDENTAL STOCKWATERING OF 40 HEAD CATTLE

Other Rights: 27-00004F

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

A27-00003F A27-00004F A27-00004H A27-00012 A27-00016A A27-00025A A27-00025C A27-00037A A27-00037F A27-00037H
A27-00037J A27-00037L A27-02019A A27-10267 A27-11120 A27-11199

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

A27-00003B A27-00004F A27-00012 A27-00016A

Remarks: GEN THIS IS PORTION OF ORIGINAL RIGHT OWNED AND USED BY CLAIMANT.

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

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

Audit: 04/03/89 VERNER 09/28/94 JTHOMPSO 11/29/94 ECARLSEN 03/29/95 POST-STD

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: A27-00037C
Date Received: 4/03/1989
Receipt No: E006662
Received By: ESJ

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ~~ZANE CALDWELL~~ 208-785-1283
Address: 546 W. RIVERTON ROAD
BLACKFOOT, ID 83221
OR
Name: MARLENE CALDWELL 208-785-1283
Address: 546 W. RIVERTON ROAD
BLACKFOOT, ID 83221

A2700037C



2. Date of Priority: MAR 20, 1886

3. Source: BLACKFOOT Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03S	35E	8	SW	SE	NE		BINGHAM

5. Description of diverting works:
CONCRETE WALLS W/ CHECK BOARDS DIRECT FLOW INTO CENTRAL DITCH.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.170		

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

8. Total consumptive use is 40.0 Acre Feet Per Annum.

9. Non-irrigation uses:
INCIDENTAL STOCKWATERING OF 40 HEAD CATTLE

MICROFILMED

NOV 12 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	35E	7	SW	SW	6	IRR	8.0
			SE	SW	7	IRR	10.0
			SW	SE	8	IRR	3.0
						Section Acres	21.0
						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:
27-00004F

14. Remarks:
THIS IS PORTION OF ORIGINAL RIGHT OWNED AND USED BY CLAIMANT.

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

FRED S. STEVENS, ET AL
Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL
Decree Defendant

(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.

NOV 12 1992

T3S

T
3
S

POINT OF
DIVERSION
WELCH DITCH

A27-00004F
A27-00037C

PLACE OF USE

R3SE

BLACKFOOT RIVER

MICROFILMED

NOV 12 1992