

08/14/2006

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-51B

NAME AND ADDRESS: SUSAN MORALES
1577 E WOLVERINE RD
FIRTH ID 83236

LOUIS MORALES
1577 E WOLVERINE RD
FIRTH ID 83236

SOURCE: WOLVERINE CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.140 CFS

PRIORITY DATE: 07/01/1882

POINT OF
DIVERSION: T02S R38E S10 SENENE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.010 CFS
IRRIGATION	04/01 10/31	0.140 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R38E S10	SENE	4.30	T02S R38E S10	NESE	1.30
---------------	------	------	---------------	------	------

STOCKWATER same as IRRIGATION

5.6 ACRES TOTAL

Right Nos. 27-51B and 27-11919 are limited to the irrigation of a combined total of 5.6 acres in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

04/28/2005

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

RIGHT NUMBER: 27-51B

NAME AND ADDRESS: SUSAN MORALES
1577 E WOLVERINE RD
FIRTH ID 83236

JAY L STOLWORTHY
1577 E WOLVERINE RD
FIRTH ID 83236

LOUIS MORALES
1577 E WOLVERINE RD
FIRTH ID 83236

SOURCE: WOLVERINE CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.084 CFS

PRIORITY DATE: 07/01/1882

POINT OF DIVERSION:

T02S R38E S10 SENENE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.010 CFS
IRRIGATION	04/01 10/31	0.084 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R38E S10 SENE 3.5 T02S R38E S10 NESE 0.7

STOCKWATER same as IRRIGATION

4.2 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: Decreed



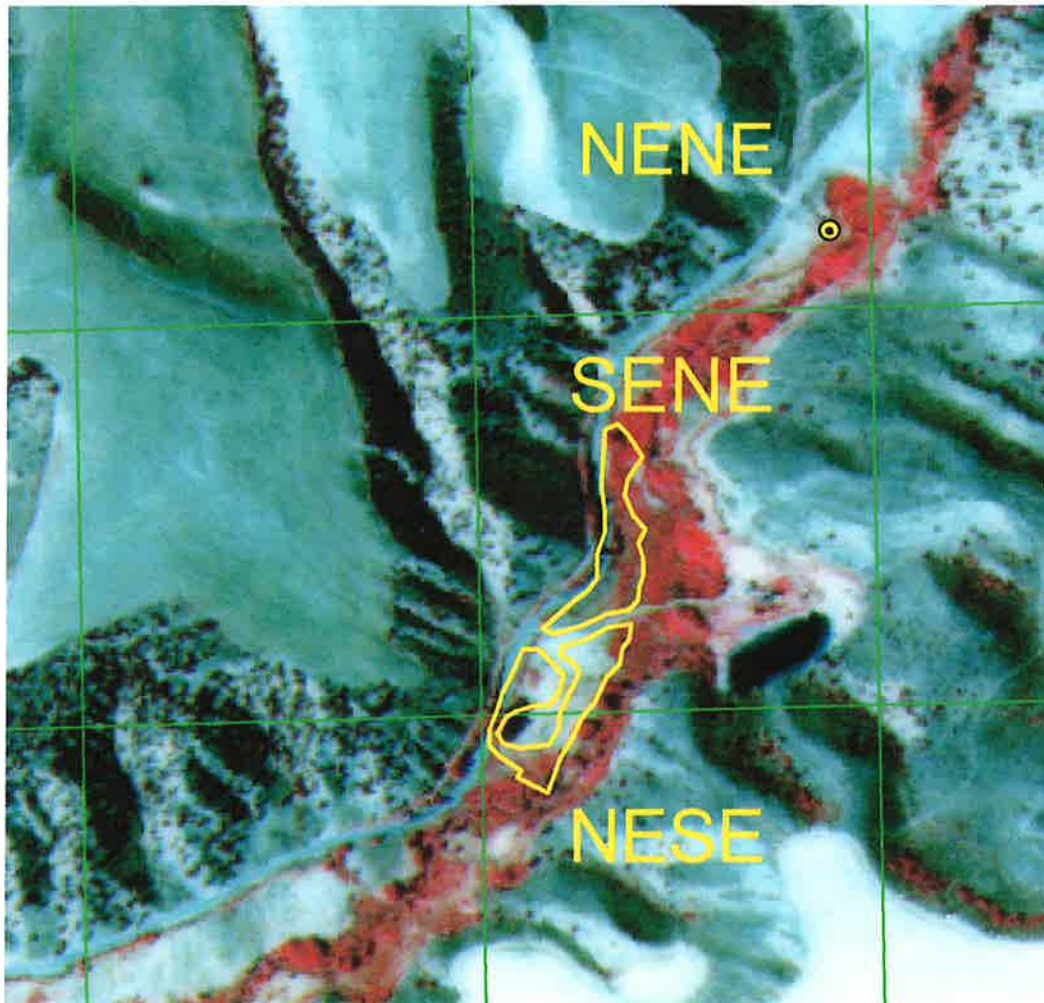
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-51B & 27-11919



600 0 600 1200 Feet

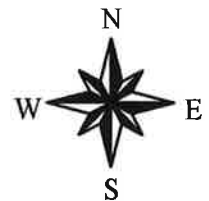
IRRIGATED ACRES 4.2

LEGEND

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

Place of Use: T2S, R38E:
(part of) Sec. 10, SENE, NESE.

Point(s) of Diversion: T2S, R38E:
Sec. 10, SENENE.



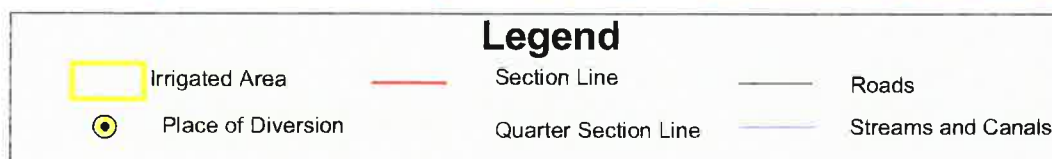
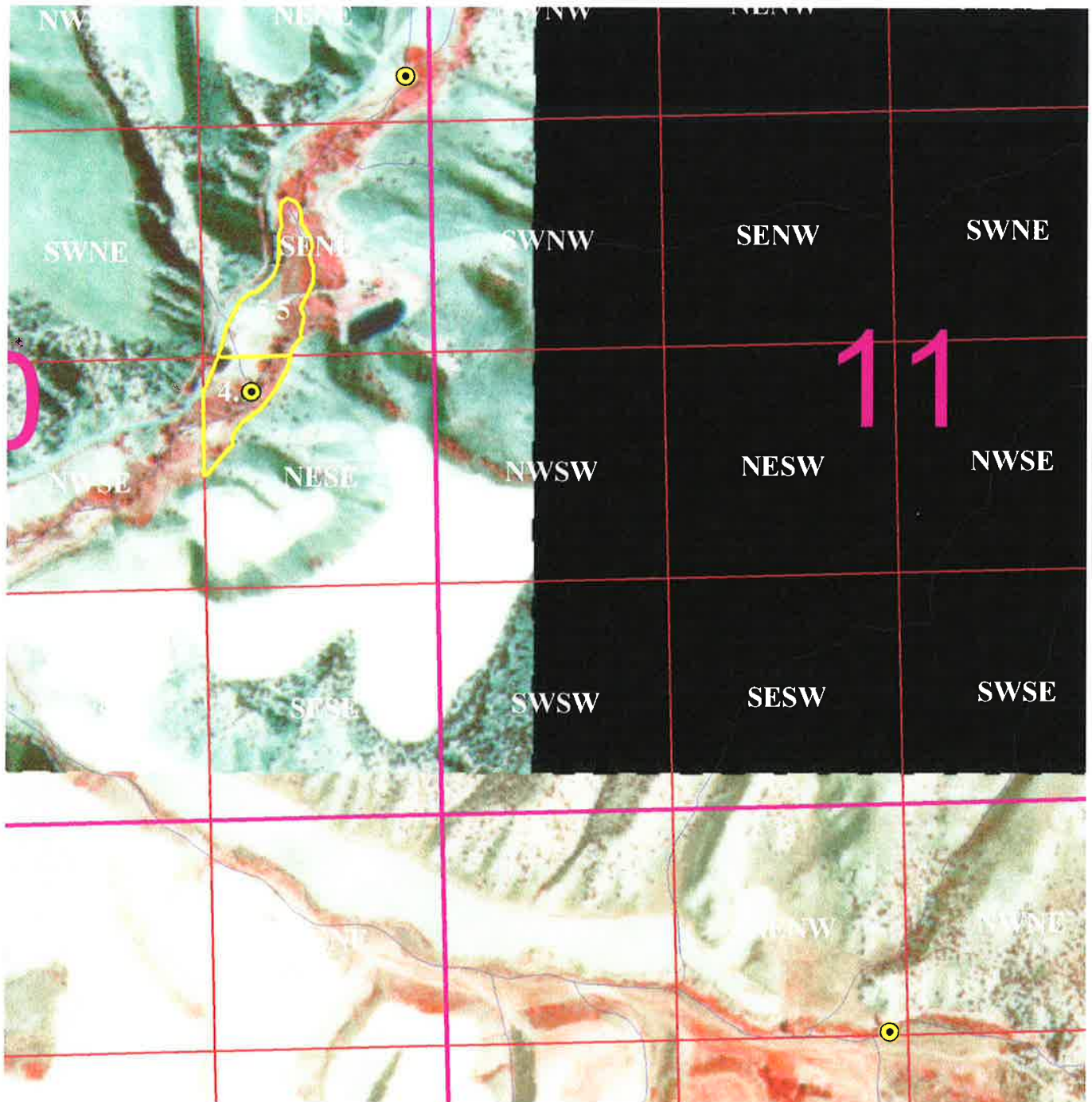
GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: April 2005.

JAN 19 2006

PROFILED

Water Right Claim Number 27-00051B
Township , 2S38E

11/27/2000



IDAHO DEPARTMENT OF WATER RESOURCES RECOMMENDED
WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-51B

NAME AND ADDRESS:

LOUIS MORALES
1577 E WOLVERINE RD
FIRTH ID 83236

SUSAN MORALES
1577 E WOLVERINE RD
FIRTH ID 83236

SOURCE:

Source:
WOLVERINE CREEK

Tributary:
BLACKFOOT RIVER

QUANTITY: 0.140 CFS

The quantity of water under this right for stockwater use shall not exceed
13,000 gallons per day.

PRIORITY DATE: 07/01/1882

POINT OF DIVERSION:

T02S R38E S10 SENENE
Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

Purpose of use:	Period of use:	Quantity:
IRRIGATION	04/15 10/31 ~~04/01 10/31~~	0.140 CFS
STOCKWATER	01/01 12/31	0.010 CFS <u>0.29 AFY</u>

PLACE OF USE:

IRRIGATION within BINGHAM County
T02S R38E S10 SENE 4.3
T02S R38E S10 NESE 1.3
STOCKWATER Same As IRRIGATION
5.6 ACRES TOTAL

Right Nos. 27-51B and 27-11919 are limited to the irrigation of a combined
total of 5.6 acres in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Stockwater use is for 20 range cattle and 2 horses.

Page 73

Jeanette Wolfley, ISB #3948
Attorney At Law
202 North Arthur
Pocatello, ID 83204
(208) 232-1922
Facsimile: (208) 232-7472
wolfleyj@ida.net

Attorney for Shoshone-Bannock Tribes

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

In Re SRBA	)	Water Right Claim: 27-00051B
	)	
	)	
Case No. 39576	)	SETTLEMENT AGREEMENT
_____	)	

The Shoshone-Bannock Tribes ("Tribes") and Susan & Louis Morales, do hereby agree to settle claims for Stockwater use for the above-entitled water right as follows:

1. The Tribes filed objections to Susan & Louis Morales's water right in the above-entitled subcase (the "Water Right").
2. A part of the Tribes objection was based on the lack of an annual volumetric limitation of the Claimant's Stockwater use on water right no. 27-00051B.
3. The volumetric limit for Stockwater use for this water right has been agreed to as follows:

<u>Water Right No.</u>	<u>Purpose of Use</u>	<u>Period of Use</u>	<u>Quantity</u>
27-00051B	Stockwater	01/01-12/31	0.29 AFY

Remarks:

Note: Calculation is based on 20 cattle, 2 horses @ 12 gal per day for 365 days.

The parties agree that this element will be included on the water right.

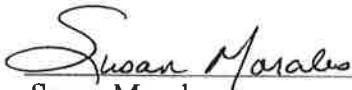
4. The signatories agree that this Agreement is binding upon them and precludes them from taking a contrary position with respect to above-entitled subcase in this or any other proceeding.

5. The parties acknowledge that there still may remain outstanding objections by the Shoshone-Bannock Tribes and the objections by the United States Bureau of Indian Affairs to the lack of volume and any responses by the State of Idaho.

6. This Agreement does not create a precedent for settlement of other disputes or outstanding objections.

7. The Agreement has been reached through good faith negotiations for the purpose of resolving legal disputes.

Dated this 13th day of April, 2008.


Susan Morales

 5/2/08
Jeanette Wolfley, Attorney at Law
For the Shoshone-Bannock Tribes


Louis Morales

Peter Monson
For U.S. Department of Justice

David J. Barber
Deputy Attorney General
For the State of Idaho



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 W Center Street, Soda Springs, Idaho 83276-1575

Phone: (208) 547-3993 FAX: (208) 547-3939 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

March 23, 2007

Jay L Stolworthy
Susan Morales
Louis Morales
1577 E Wolverine Rd
Firth, ID 83236

REF: SRBA Rights 27-51B and 27-11919

Subject: Basin 27 Objections to Irrigation Use

Dear Claimants:

This letter concerns the objection filed by the Shoshone-Bannock Tribes and/or the Bureau of Indian Affairs (collectively referred to as "the Tribal Objectors") to your water right in the Snake River Basin Adjudication (SRBA) and the concurrence of the Idaho Department of Water Resources (IDWR) in a proposed settlement agreement to resolve the objection.

It is IDWR's understanding that you have agreed to settle the volume objection made by the Tribal Objectors to your water right by including a specific total annual volume limit on your irrigation water right. Recently, the Tribal Objectors requested that IDWR concur in the settlement agreement. IDWR is reluctant to concur in such settlements because of a lack of information regarding actual diverted volumes in Basin 27. If a volume limit is to be included in a water right, IDWR wants to make sure that the volume limit is as accurate as possible. To this end, IDWR is currently in the process of implementing a study intended to provide a basis for determining diverted volumes in Basin 27. Still, IDWR realizes that that some water users might have information that would provide actual diverted volumes for their water rights, thus eliminating the need to wait for completion of the study. As such, IDWR is requesting any information you have to support historical diversion amounts for your water right. If you have any such information, please send it to the address listed above.

SCANNED

JUN 06 2007

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

Respectfully,

Cindy E. Bird
Adjudication Bureau

CC: BIA, U.S. Dept. Of Justice
Jeanette Wolfley, Shoshone-Bannock Tribes
State Of Idaho, David Barber
Garrick Baxter, Deputy Attorney General

SCANNED
JUN 06 2007

RECEIVED

MAR 15 2006

DEPARTMENT OF
WATER RESOURCES

State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
GovernorKARL J. DREHER
Director

March 1, 2006

JAY STOLWORTHY
984 CITADEL
IVINS UT 84738-6019

*words modified,
NCAD prepared. m 3-15-06*

RE: Snake River Basin Adjudication (SRBA)

cc: W.A. **Notices of Claim to a Water Right #27-51B and 27-11919 and Water Rights**

**35-7000A, 35-7000C, 35-7368C, 35-8911, 35-8912, 35-8913, 35-8914, 35-8915,
35-8920, 35-13377 and 35-13378**

Dear Claimant:

Mail we sent to you was returned undeliverable. We have enclosed the returned mail. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, list any other water rights you have, and return this letter by March 20, 2006. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water right claim(s) referenced above, please call this office toll-free at 1/800-451-4129 so we can contact the new owner(s) regarding their water right(s) and updating our records.

Sincerely,

Sally
Sally Sherman
Technical Records Specialist
Adjudication Bureau

RECEIVED

MAR 22 2006

Department of Water Resources
Eastern Region

SS:region

Enclosure:

Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Jay Stolworthy
Water Right Holder's Signature

435 628-5959
Telephone No.

SCANNED

MAR 15 2006

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
322 East Front Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

27-518 7 recs
27-11919

W/Rs

~~27~~
35-7000 A, C
- 7368 C
- 8911
- 8912
- 8913
- 8914
- 8915
- 8920
35-13377
✓ - 13378

JAY L STOLWORTHY
1577 E WOLVERINE RD
FIRTH ID 83720

STOL577 832362022 1105 06 02/01/06
FORWARD TIME EXP RTN TO SEND
STOLWORTHY
984 CITADEL
IVINS UT 84738-6019

RETURN TO SENDER

832362022 1105 06 02/01/06

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
\$ 00.29³
02 1A
0004389390 JAN 27 2006
MAILED FROM ZIP CODE 83702

RECEIVED

FEB 03 2006

DEPARTMENT OF
WATER RESOURCES

SCANNED
MAR 15 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

EASTERN REGION
August 18, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

LOUIS & SUSAN MORALES
1577 E WOLVERINE RD
FIRTH ID 83236

RE: Notice of Change of Water Right Ownership (NCO) for 27-51B, 27-11919
and Notice of Completed Administrative Proceeding (NCAP)

Dear Mr. & Mrs. Morales:

On March 18, 2005, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: Jay Stolworthy

PROFILED

SCANNED

AUG 16 2006

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

In Re SRBA)

Water Rights: 27-51B, 27-11919

Case No. 39576)

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

☐ Address change

☒ Substitution of Party STOLWORTHY - MORALES

☐ I.C. § 42-222 transfer

☐ point of diversion ☐ place of use

☐ period of use ☐ nature of use

☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 14 Aug 2006

Ernest M. Carlson

Signature of IDWR Representative

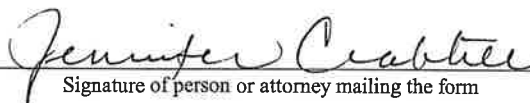
SCANNED

AUG 16 2006

CERTIFICATE OF MAILING

I certify that on August 18, 2006, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707
2. One copy to:
Claimant/Seller for Substitution of Party or attorney of record:
JAY STOLWORTHY
984 E CITADEL RD
IVINS UT 84738
3. One copy to:
Claimant/Purchaser for Substitution of Party, or attorney of record:
LOUIS & SUSAN MORALES
1577 E WOLVERINE RD
FIRTH ID 83236
4. One copy to:
Each party in the subcase, or attorney of record
JEANETTE WOLFLEY
202 N ARTHUR
POCATELLO ID 83204
5. One copy each to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

SCANNED

AUG 16 2006

Form 42-148/42-148B(5) July, 2000

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.

DELOG
CB
3/2/05
RECEIVED
MAR 18 2005
Department of Water Resources
Eastern Region

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
~~27-7582~~	~~27-7582~~	~~1/2~~			
claim- 27-11919	27-11919	1/2			
claim- 27-51B	27-51B	1/2			

OK
JC
8-10-06

2. The following REQUIRED information must be submitted with this form:

- A. The appropriate FILING FEE. See instructions for fee amounts. *6*
- B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- 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 your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) JAY L. Stolworthy
1577 E. Wolverine Rd.
4. New Owner/Claimant(s) LOUIS MORALES, JR.
Name Connector (Check one: () and, () or, () and/or
New Mailing Address 1577 E. Wolverine Rd.
City, State and ZIP Code Firth, Idaho 83234
New Telephone Number 208 346-6088
5. Date you acquired the property JAN. 18, 2005



2s

38E

10

SENE

SCANNED

JAN 19 2006

PROFIT

NO
Stolworthy says the split should be =
2 acres retained by him and 5 acres goes to
new owners

deed describes that
Morales gets all the property
appurtenant to water right
27-51B and 27-11919. JC 8-10-06

Form 02-34842-1 (05/99) July, 2000

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in Item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to Item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to Item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Susan Morales
(include title if applicable) Lucas Morales

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
Receipted by _____ Date _____ Receipt No. _____
Processed by _____ AI Date _____ WR _____ Date _____



SINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 9 DEP. 2

549560

2005 JAN 18 PM 4:28

AFTER RECORDING MAIL TO:

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY, INC.
168 WEST PACIFIC STREET
BLACKFOOT, IDAHO 83221

FIRST AMERICAN TITLE COMPANY

WARRANTY DEED

File No.: 104278-B (Id)

Date: January 07, 2005

For Value Received, Jay L. Stolworthy whose name also appears of record as Jay Lloyd Stolworthy and Cindy Stolworthy, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto The Susan Morales Trust, hereinafter called the Grantee, whose current address is 5005 S. FAIRBROOK LANE, SALT LAKE CITY, UT, the following described premises, situated in Bingham County, Idaho, to-wit: 84117

PARCEL 1:

PART OF SECTION 10 AND 11, TOWNSHIP 2 SOUTH, RANGE 38 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS N. 0°16'20" E. 801.83 FEET ALONG THE EAST LINE OF SAID SECTION 10 FROM THE E $\frac{1}{4}$ CORNER OF SAID SECTION 10, AND RUNNING THENCE S. 72°40'58" E. 128.43 FEET; THENCE S. 64°45'39" E. 646.38 FEET; THENCE S. 88°27'48" E. 620.63 FEET; THENCE S. 0°16'20" W. 1110.08 FEET; THENCE N. 90°00'00" W. 120.30 FEET; THENCE N. 76°48'07" W. 454.61 FEET; THENCE S. 68°03'23" W. 494.92 FEET; THENCE S. 89°37'47" W. 631.11 FEET; THENCE N. 57°24'51" W. 1170.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WOLVERINE ROAD; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY: (1) N. 22°58'39" E. 313.17 FEET; THENCE (2) N. 33°40'19" E. 58.14 FEET; THENCE (3) N. 42°24'52" E. 84.71 FEET; THENCE (4) N. 54°28'46" E. 73.53 FEET; THENCE (5) N. 48°10'09" E. 125.96 FEET; THENCE (6) N. 172°6'46" E. 119.02 FEET; THENCE (7) N. 06°23'12" E. 76.71 FEET; THENCE (8) N. 00°34'53" W. 190.07 FEET; THENCE (9) N. 01°40'58" E. 64.47 FEET; THENCE (10) N. 09°34'40" E. 86.03 FEET; THENCE (11) N. 15°07'27" E. 113.77 FEET; THENCE (12) N. 17°41'17" E. 29.08 FEET; THENCE S. 53°47'54" E. 90.34 FEET; THENCE S. 72°40'58" E. 818.35 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A 40 FOOT DITCH EASEMENT BEING 20 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:



Date: 01/07/2005

Warranty Deed
- continued

File No.: 104278-B (ld)

PART OF THE NE $\frac{1}{4}$ OF SECTION 10 AND THE NW $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 38 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS S. 00'16"20" W. 946.23 FEET ALONG THE EAST LINE OF SAID SECTION 10 AND N. 89'43"40" E. 77.42 FEET TO THE POINT OF DIVERSION OF A SPRING FROM THE NE CORNER OF SAID SECTION 10, AND RUNNING THENCE S. 59'45"48" W. 108.11 FEET; THENCE S. 26'29"28" W. 34.71 FEET; THENCE S. 35'29"37" W. 162.00 FEET; THENCE S. 44'20"07" W. 151.47 FEET; THENCE S. 52'28"03" W. 168.46 FEET; THENCE S. 46'36"55" W. 98.04 FEET; THENCE S. 25'11"43" W. 196.89 FEET; THENCE S. 47'38"40" W. 66.93 FEET.

RESERVING UNTO GRANTORS THE FOLLOWING EASEMENT:

A 60 FOOT POWER EASEMENT BEING 30 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF THE NE $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 38 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT THAT IS S. 00'16"20" W. 633.51 FEET ALONG THE EAST LINE OF SAID SECTION 10 FROM THE NE CORNER OF SAID SECTION 10, AND RUNNING THENCE THE FOLLOWING 17 COURSES 30 FEET FROM AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY OF WOLVERINE ROAD: (1) S. 34'09"47" W. 415.28 FEET; THENCE (2) S. 34'58"14" W. 110.45 FEET; THENCE (3) S. 40'41"40" W. 102.37 FEET; THENCE (4) S. 48'43"32" W. 148.10 FEET; THENCE (5) S. 52'24"04" W. 389.01 FEET; THENCE (6) S. 38'10"58" W. 68.15 FEET; THENCE (7) S. 17'41"17" W. 21.08 FEET; THENCE (8) S. 17'41"17" W. 28.40 FEET; THENCE (9) S. 15'07"27" W. 111.64 FEET; THENCE (10) S. 09'34"40" W. 82.50 FEET; THENCE (11) S. 01'42"17" W. 61.22 FEET; THENCE (12) S. 00'34"53" E. 191.90 FEET; THENCE (13) S. 06'23"12" W. 81.44 FEET; THENCE (14) S. 17'26"46" W. 130.17 FEET; THENCE (15) S. 48'10"09" W. 135.85 FEET; THENCE (16) S. 54'28"46" W. 72.01 FEET; THENCE (17) S. 42'24"52" W. 62.95 FEET; THENCE S. 10'09"10" E. 210.36 FEET TO AN EXISTING POWER POLE.

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 assessments 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.

By: Jay L. Stolworthy aka Jay Lloyd Stolworthy By: Cindy Stolworthy
Jay L. Stolworthy aka Jay Lloyd Stolworthy Cindy Stolworthy



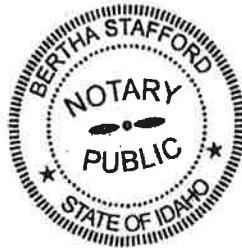
Date: 01/07/2005

Warranty Deed
- continued

File No.: 104278-B (1d)

STATE OF Idaho)
)
COUNTY OF BONNEVILLE)
)

On this ^{19th} ~~11th~~ day of January, 2005, before me, a Notary Public in and for said State, personally appeared **Jay L. Stolworthy also known as Jay Lloyd Stolworthy and Cindy Stolworthy**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



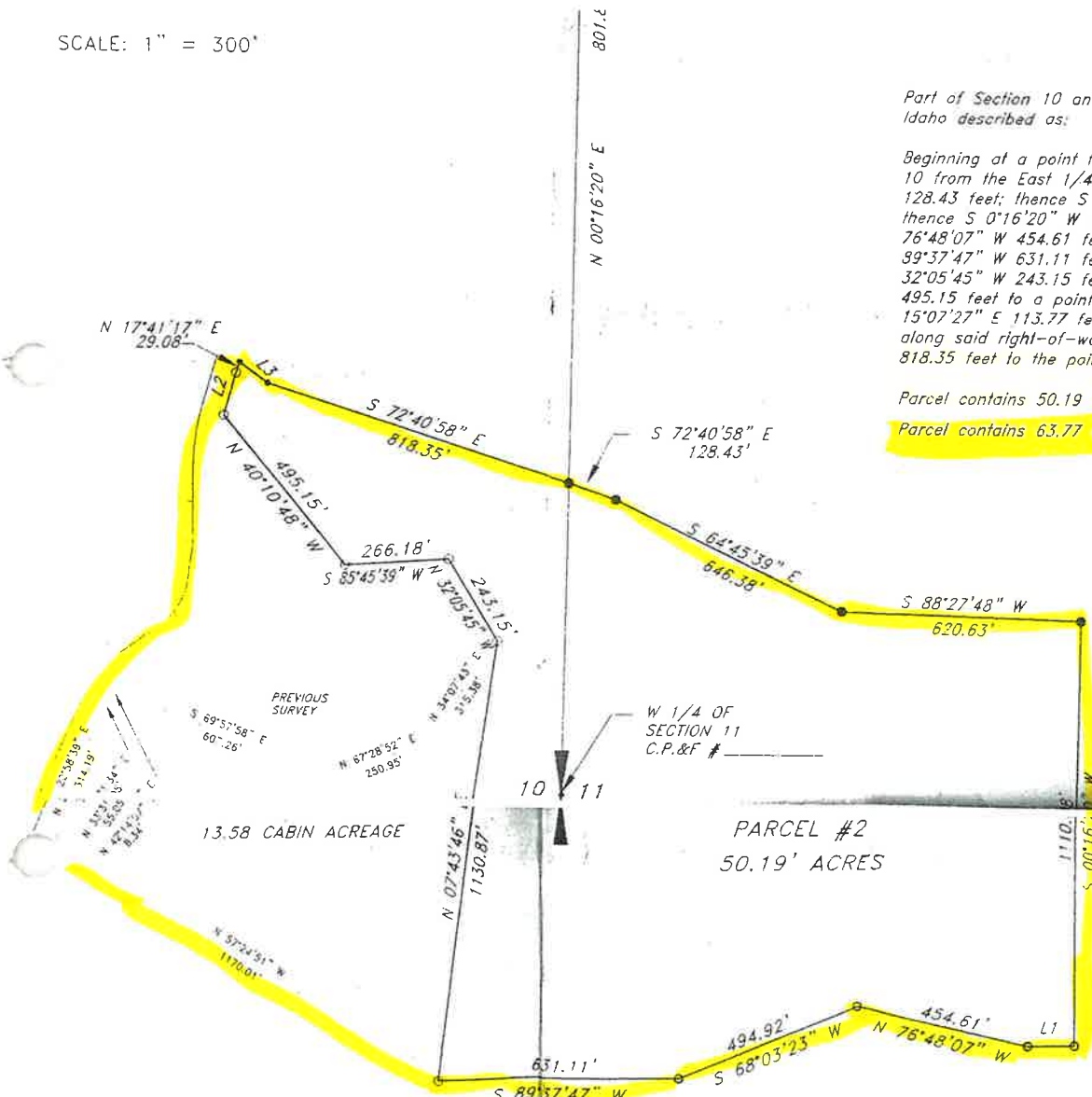
Bertha Stafford
Notary Public for the State of Idaho
Residing at: *Idaho Falls, ID*
My Commission Expires: *1-27-05*

549560

Page 3 of 3



SCALE: 1" = 300'



Part of Section 10 and 11, Township 2 South, Range 38 East, B.M., Bingham County, Idaho described as:

Beginning at a point that is N 0°16'20" E 801.83 feet along the east line of said Section 10 from the East 1/4 Corner of said Section 10 and running thence S 72°40'58" E 128.43 feet; thence S 64°45'39" E 646.38 feet; thence S 88°27'48" W 620.63 feet; thence S 0°16'20" W 1110.08 feet; thence N 90°00'00" W 120.30 feet; thence N 76°48'07" W 454.61 feet; thence S 68°03'23" W 494.92 feet; thence S 89°37'47" W 631.11 feet; thence N 07°43'46" E 1130.87 feet; thence N 32°05'45" W 243.15 feet; thence S 85°45'39" W 266.18; N 40°10'48" W 495.15 feet to a point on the southerly right-of-way of Wolverine Road; thence N 15°07'27" E 113.77 feet along said right-of-way; thence N 17°41'17" E 29.08 feet along said right-of-way; thence S 53°47'54" W 90.34 feet; thence S 72°40'58" E 818.35 feet to the point of beginning.

Parcel contains 50.19 acres.

Parcel contains 63.77 acres total with cabin acreage and parcel #2

PARCEL #2
50.19' ACRES

13.58 CABIN ACREAGE



RECORD OF SURVEY

CABIN AND PARCEL #2
Sec.10, T.2 S., R.38 E., B.M.

HARPER-LEAVITT ENGINEERING, INC.
PROFESSIONAL ENGINEERS AND LAND SURVEYORS

800 W. JARVIS ST., P.O. BOX 888, BLACKFOOT,
IDAHO 83201 (208) 785-2877 OR 2880
805 N. CAPITOL AVE., P.O. BOX 20881, IDAHO FALLS
IDAHO 83403 (208) 524-0212

JOB NO.:	07730	SHEET
DATE:	5-17-08	3
DRAWN BY:	HLR	
CHECKED BY:		OF
		3

COPYRIGHT © 2008 HLE
ALL RIGHTS RESERVED.

BINGHAM COUNTY, IDAHO

This plat is an accurate representation of the survey completed under my supervision.

Wm. H. Leavitt License No. 4563 Date



ING PREVIOUS SURVEY

22'57" E

5077.37'

NW CORNER
OF SECTION 11
C.P.&F #



SCALE: 1" = 300'

BOUNDARY DESCRIPTION

Parcel 2

Part of Section 10 and 11, Township 2 South, Range 38 East, B.M., Bingham County, Idaho described as:

Beginning at a point that is N 0°16'20" E 801.83 feet along the east line of said Section 10 from the East 1/4 Corner of said Section 10 and running thence S 72°40'58" E 128.43 feet; thence S 64°45'39" E 646.38 feet; thence S 88°27'48" W 620.63 feet; thence N 0°16'20" W 1110.08 feet; thence N 90°00'00" W 120.30 feet; thence N 76°48'07" W 454.61 feet; thence S 68°08'23" W 494.92 feet; thence S 89°37'47" W 631.11 feet; thence N 07°43'46" E 1130.87 feet; thence N 32°05'45" W 243.15 feet; thence S 85°45'39" W 266.18 feet; thence N 40°10'48" W 495.15 feet to a point on the southerly right-of-way of Wellstone Road; thence N 15°07'27" E 113.77 feet along said right-of-way; thence N 72°41'17" E 29.08 feet along said right-of-way; thence S 53°47'54" W 90.34 feet to the point of beginning.

Parcel contains 50.19 acres.

Parcel contains 63.77 acres total with cabin acreage

N 17°41'17" E
29.08'

L2

L3

S 72°40'58" E
818.35'

S 72°40'58" E
128.43'

N 40°10'48" W
495.15'

S 85°45'39" W
266.18'

N 32°05'45" W
243.15'

S 64°45'39" E
646.38'

S 88°27'48" W
620.63'

PREVIOUS SURVEY
S 69°57'58" E
60°.26'

N 67°28'52" E
250.95'

W 1/4 OF
SECTION 11
C.P.&F #

10 11

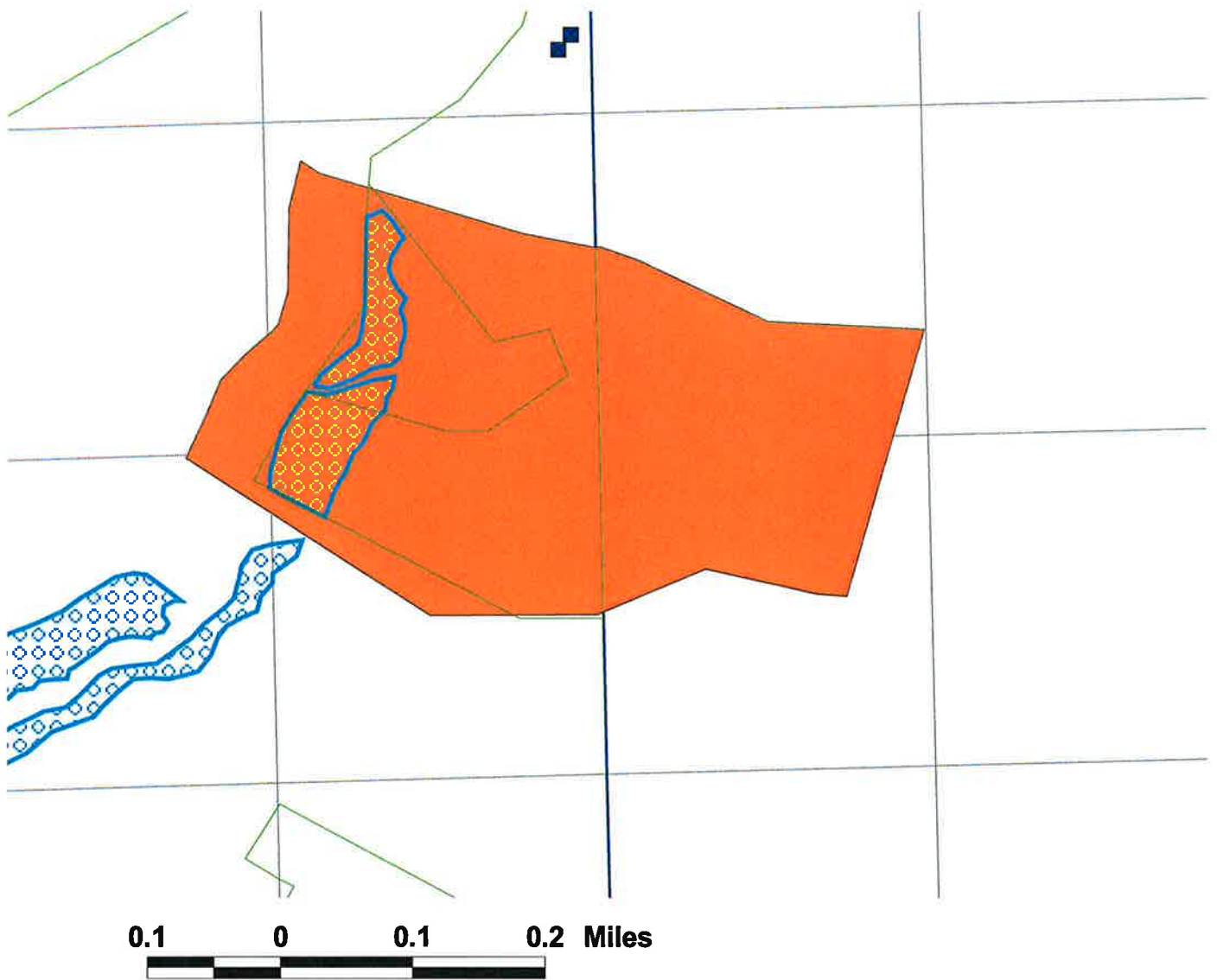
13.58 CABIN ACREAGE

PARCEL #2
50.19 ACRES

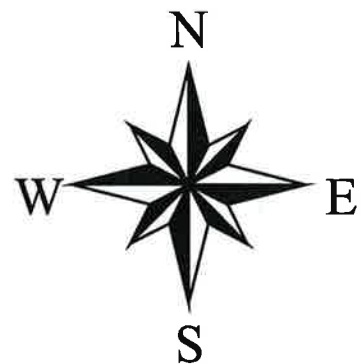
7°43'46" E
130.87'

1110.08' W
S 00°16'20" E

27-51B Morales Deed



- Bingham taxlots
- Recommendation POU
- 21-51b.shp
- Theme1.shp
- Sections
- GCDB02S38E GCDB
- Recommendation POD
- Administrative BasinsAdminbas.shp



PEDIGREE

PRIORITY DATE

07/01/1882

27-50 |

27-51a

27-51(wr)

27-51b

water right

**water right
27-51**

**adjudication
27-51a
27-51b**

kmj 07/18/2006

RECEIVED

JUL 06 2005

04/28/2005

Department of Water Resources
Eastern Region

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: 27-51B

Louis Morales
1577 East Wolverine Road
Firth, ID 83236
Telephone Number: (208) 346-6466

Jay L. Stolworthy
1577 East Wolverine Road
Firth, ID 83236
Telephone Number: (208) 346-6466

Susan Morales
1577 East Wolverine Road
Firth, ID 83236
Telephone Number: (208) 346-6466

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

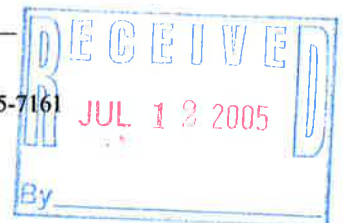
DATE: 6/15/05 SIGNATURE: Louis Morales, Jr.

Please print your name: Louis Morales, Jr.

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

SCANNED

JUN 29 2005



KMJ
5/18

RECEIVED

JUL 06 2005

Department of Water Resources
Eastern Region

NOTICE OF ERROR
REPLY

04/28/2005

RECEIVED

JUN 29 2005

DEPARTMENT OF
WATER RESOURCES

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.

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Firth, ID 83236
Telephone Number: (208) 346-6466

Susan Morales
1577 East Wolverine Road
Firth, ID 83236
Telephone Number: (208) 346-6466

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

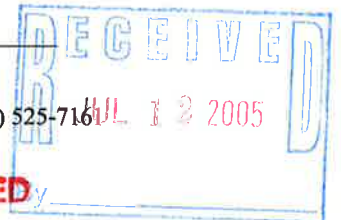
DATE: 6/15/05 SIGNATURE: Louis Morales, Jr

Please print your name: LOUIS MORALES, JR

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

SCANNED

JUN 29 2005



KWS
7/18

Notes

27-518

27-11919

1/23/04 Jay Stallworthy - What do I need. He called back to say that the documents are in Peggy Stallworthy's Lloyd Stallworthy's files.

1-30-04 Peggy & Robin have been at the courthouse searching documents they found information on the property except something from E.A. Stallworthy to Lloyd Stallworthy.

4/27/05 received ownership change. It splits the property between Jay Stallworthy and Louis Morales, Jr. We need an address update for Jay.

- Source. Jones ckr is south of claimant's property. He has no way to get Jones ckr to his pos. Recommend only Wolvume ckr.

27-518

Made 2 extra

T2S R38E

discrepancies for

Sec. 10

"back" claimants

SENE 2.0 + 1.5 = 3.5

NESE 0.7

4.2

(4.2)

Notes

9-15-03

27-51 / A 1.46 / File content of 27-51
1.6 / B 0.14 / copied to box A+B. RD

1-13-04 Decreed source Wolverine Crk. No
POD or POU listed in decree. No sou restriction
in decree.

ISSUES:

1. When was the POD on Jones Creek added?
2. Is stock water in-stream or is it diverted
to a trough?

1-13-04 Sent clarification letter on change in POD & source
to claimant. RE

INTER-DEPARTMENT MEMO

TO: Pauline / Barbara

FROM: Cindy

27-11918 - SIA.
SUBJECT: 27-11919 SIB.

DATE: 1-13-04

Please draft a letter to claimants requesting
information on when the POD and source
was changed and evidence to support the change.
Also, find out if the stock watering is in-stream
or diverted to a trough. What source is used for
stock water?

Contacts Data Entry Form

Owner Type _____ Full Name _____ Address _____ City _____ State _____ Zip _____ Phone _____

Current Owner _____ Jay L. Stolworthy 1577 E. Wolverine Rd.
Name connector: and X, or _____, and/or _____
Current Owner _____ LOUIS Morales, JR.
Current Owner _____ 1577 E. Wolverine Rd.
Firth, ID 83236.

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:

4/27/05 received ownership change to split
this right.

right will be split after the preliminary
report

No address update received for Jay Stolworthy.

Reviewer: _____

Date: _____

Point of Diversion and Source Data Entry Form

Claim Number: A27-51B

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 2S, R 38E, Sec. 10, SE, NENE. County: Bingham.Source: Wolverine crk Tributary: Blkft River.☐ Use Claimed POD and Source as Recommended POD and Source

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

Other rights from this POD? _____

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

Transfers Changing POD noReviewer: CBDate: 4/27/05

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the paper.

Split or Combined Right Analysis:

$27 - 51$ $\swarrow$ $A 1.46$
 1.6 $\searrow$ $B 0.14$

Basin No.	Sequence Number	Split Suffix	Name	yyyy-mm-dd Priority Date	Useage	Other Water Rights Used	S=Stevens	Stevens Decree #	Total CFS			
27	51	B	Stolworthy, Jay	1882-07-01	irrigation/stock	27-53	s	51	0.15			
27	51	A	Stolworthy, Lloyd Family Ptn. LTD	1882-07-01	irrigation/stock	27-53	s	51	1.57			
							2	51	1.72	1.60	(0.12)	80



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

Jay Stolworthy
1577 East Wolverine Road
Firth, Idaho 83236

January 13, 2004

Re: Snake River Basin Adjudication (SRBA)
Claims A27-51B & A27-11919

Subject: CHANGES IN THE POINT OF DIVERSION (POD),
AND SOURCE

RESPONSE DATE: February 13, 2004

COPY

Dear Claimant(s):

Our office is reviewing your above referenced Notice of Claims and need some additional in-formation to recommend your claims to the SRBA Court.

A water right owner who has made changes in the point of diversion (POD), and source of a water right prior to the commencement of the SRBA without prior IDWR approval may claim the change in the SRBA. IDWR may recommend a right as changed, however, only if the changes meet certain requirements. One of those requirements is that the changes not result in injury to another water user.

Before we can recommend your claims, you must provide us with the date the changes were made and some evidence tending to support the changes. If the changes occurred prior to November 19, 1987, then the date must include the month, day and year the change occurred. If the change occurred after November 19, 1987, then no date or evidence is required and the claim will be recommended as it was prior to November 19, 1987.

Also, is the stock watering in-stream or diverted to a trough and what source is used for stock water?

This office must receive your response by the response date shown above. If no response is received then your claim to Water Rights 27-51B and 27-11919 will not be recommended to be decreed.

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

Respectfully,

Cindy E. Bird

Cindy E. Bird
Adjudication Agent

CEB/pb

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

In the Matter of the Estate of
of Sample Orr, deceased.

Decree of Distribution of Estate.

Fred S. Stevens, et al., the duly appointed, qualified and acting
administrators of Plaintiffs. vs. Sample Orr, deceased, having on
the 15th day of August, 1906, filed in this court his petition
setting forth among other matters, that all of the accounts
Eastern Idaho Water Co., et al., are finally paid and settled, and
said estate is Defendants. : to be closed, and that a portion

of said estate is to be distributed among the
heirs of said deceased, and that matter being an issue
in this cause having been heretofore tried by the said
Court without a jury and the Court having made its
findings of fact and conclusions of law.

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

to-wit:- Among others is that of-
Sample Orr- July 1st A. D. 1882- 80 inches
Daniel M. Taylor April 1st A. D. 1888 10 inches

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

Done in open Court this August, 1st A. D. 1891.
Chas. Cobb,
Judge Pro. Tem.

Recorded in Judgment Book "1" at
pages 107-116 of the records of Bingham
County, Idaho.

An undivided 1/14 interest therein, to
the heirs of deceased Sample Orr, deceased, as undivided
of 1/14 interest therein, to Mary S. Willingham, daughter
of deceased, an undivided 1/14 interest therein, to Elsie
daughter of deceased an undivided 1/14 interest therein, to
Elsie Chapman, daughter of deceased, an undivided 1/14 interest
therein, to Margaret Orr, son of deceased, an undivided 1/14
interest therein, to John Orr, grandson of deceased, the wife
said of John Orr, deceased, an undivided 1/14 interest therein,
undivided 1/14 interest therein.

That the said Sample Orr, now deceased, and the said
Marshall Orr, now deceased, died subsequent to the death of

NOV 12 1892

WARRANTY DEED

H. D. MacCosham and
Sue A. MacCosham, husband and wife

TO

Leonard D. Cox

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham

Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband
and wife, January, 1943, before Emery P. Carr a Notary
Public for Idaho, residing at Pocatello, Idaho:
Sealed: Commission expires August 1, 1946-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The S $\frac{1}{2}$ of Section 10; the E $\frac{1}{2}$ of the NE $\frac{1}{4}$; the N $\frac{1}{2}$ of the N $\frac{1}{2}$, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14; the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the S $\frac{1}{2}$ of the N $\frac{1}{2}$ and the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 15; the E $\frac{1}{2}$ of Section 22; the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 23; and the NE $\frac{1}{4}$, and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

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

\$8.80 I.R.S. attached and cancelled.

NOV 12 1992

RECEIPT No. E005927
L. STOLWORTHY LTD Fam. Trust
A27-00051
1.6 cfs 7/01/1982
WOLVERINE & JONES Cks.

T.25. R.38E.
SEC. 10 SENE
S²SW
NESW
SE⁴ (PARTS OF)
SEC. 14 NWNW
SEC. 15 NENE
Total Ac 81 ac

Stockwater 0.12 cfs

CONTRACT OF SALE
12 DEC. 1996

A L. STOLWORTHY LTD Fam Trust
A27-00051A
1.46 cfs
P.O.W. AS:

T.25. R.38E.

SEC. 10 S²SW
NESW
S²SE
NWSE
SEC. 14 NWNW
SEC. 15 NENE

Total Ac 74.0 ac

Stockwater 0.1096 $\Rightarrow$ 0.11 cfs

B JAY STOLWORTHY
A27-00051B

0.14 cfs

P.O.W. AS:

T.25. R.38E.

SEC. 10 SENE 5.0 ac
NESE 2.0 ac
7.0 ac

Stockwater 0.01

SCANNED

Log for claim 27-00051B

Spatial Dynamics LTD

11/27/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s38e	10	SENE	5	5.5	
02s38e	10	NESE	2	4.1	
Totals:			7	9.6	

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 14, 1998

JAY STOLWORTHY
1577 E WOLVERINE RD
FIRTH ID 83236

RE: CHANGE IN OWNERSHIP FOR A27-00051

Dear Mr. Stolworthy:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A27-00051A, 1.46 cfs on 74 acres, L. Stolworthy Ltd.
Family Partnership
A27-00051B, 0.14 cfs on 7 acres, Jay Stolworthy

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure

RECEIPT NO. E005927
L. STOLWORTHY LTD Fam. TRUST
A27-00051
1.6 cfs 7/01/1882
WOLVERINE & JONES CRs.

T.25. R.38E.
SEC. 10 SENE
S2SW
NESW
SE⁴ (PARTS OF)

SEC. 14 NWNW
SEC. 15 NENE

TOTAL AC 81 AC

STOCKWATER 0.12 cfs

CONTRACT OF SALE
12 DEC. 1996

A L. STOLWORTHY LTD Fam TRUST
A27-00051A
1.46 cfs
P.O.U. AS:
T.25. R.38E.

SEC. 10 S2SW
NESW
S2SE
NWSE
SEC. 14 NWNW
SEC. 15 NENE

TOTAL AC 74.0 AC
STOCKWATER 0.1096 $\Rightarrow$ 0.11 cfs

B JAY STOLWORTHY
A27-00051B
0.14 cfs
P.O.U. AS:

T.25. R.38E.
SEC. 10 SENE 5.0 AC
NENE 2.0 AC
7.0 AC

STOCKWATER 0.01

Split for Jay Stodolny

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	38E	10	SE	NE		IRR	5.0
			NE	SW		IRR	10.0
			SW	SW		IRR	13.0
			SE	SW		IRR	2.0
			NE	SE		IRR	2.0
			NW	SE		IRR	12.0
			SW	SE		IRR	15.0
			SE	SE		IRR	2.0
						Section Acres	61.0
		14	NW	NW		IRR	7.0
						Section Acres	7.0
		15	NE	NE		IRR	13.0
						Section Acres	13.0
						Total Acres	81.0

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:
A27-00051.

14. Remarks:

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

FRED S. STEVENS, ET AL.
Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL
Decree Defendant

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

DELOG AR 5-29-98
RECEIVED

MAY 28 1998

Department of Water Resources
Eastern Region

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

1. Water Right Number(s) _____
Adjudication Claim Number(s) A27-00051 + A27-00053
2. The following REQUIRED information must be submitted with this form.
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Lloyd Stalworthy Ltd Family Partnership
182 Hartst DR. Idaho Falls, ID

4. New Owner/Claimant(s) Jay Stalworthy
Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR
New Mailing Address 1577 East Wolvance Rd
City, State and ZIP Code Firth ID 83236
New Telephone Number (208) 346-6466

5. Date you acquired the property 1995 + 1973-

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 7 Number and type of stock _____
A27-00051 - 0.14cfs A27-00053 - 0.14cfs
Diversion rate in CFS _____ Number of homes NA Other uses Stock
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance. See Attached sheet

7. Signature of New Owner/Claimant(s) Jay Stalworthy Date May 8, 98
Date _____

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

WARRANTY DEED

H. D. MacCosham and
Sue A. MacCosham, husband and wife

TO Leonard D. Cox

Dated- January 18th, 1943-

Consideration- \$8000.00-

Recorded- February 26th, 1943 at-

9:16 a.m., in Book "67" of Deeds at-

Page 45 of the records of Bingham County, Idaho-

H. D. MacCosham
Sue A. MacCosham

Acknowledged by H.D. MacCosham and Sue A. MacCosham, husband
and wife, January, 1943, before Emery P. Carr a Notary
Public for Idaho, residing at Pocatello, Idaho:
Sealed: Commission expires August 1, 1946-

DESCRIPTION and REMARKS

The parties of the first part do hereby grant, bargain, sell, convey and confirm unto the party of the second part and to his heirs and assigns forever all that certain real estate situated in Bingham County, Idaho, described as follows:

The $S\frac{1}{2}$ of Section 10; the $E\frac{1}{2}$ of the $NE\frac{1}{4}$; the $N\frac{1}{2}$ of the $N\frac{1}{2}$, and the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$, and the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14; the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$, the $S\frac{1}{2}$ of the $N\frac{1}{2}$ and the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ and the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 15; the $E\frac{1}{2}$ of Section 22; the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23; and the $NE\frac{1}{4}$, and the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 27, all in Township 2 South of Range 38 E.B.M. in Idaho.

Together with all of the water rights and ditches and rights of way of the first parties as decreed to Sample Orr for 80 inches in Wolverine Creek with priority of July 1, 1882, and acquired and conveyed by first parties' predecessors in interest and otherwise and in every manner in said Wolverine Creek, Jones Creek and in any creeks and streams, to the waters of which the first parties' predecessors in interest acquired rights by decree, user or in any manner for the irrigation of said lands or any part thereof.

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

\$8.80 I.R.S. attached and cancelled.

NOV 12 1992

27-00051

Copy

CONTRACT OF SALE

THIS CONTRACT OF SALE is executed as of the 12 day of December, 1996, by Lloyd Stolworthy Family Limited Partnership "A", hereinafter referred to as "Seller", and Jay Lloyd Stolworthy, a single man, hereinafter referred to as "Buyer".

AGREEMENT

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. **Sale.** Seller hereby agrees to sell to Buyer on the performance of the agreements of Buyer as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of Buyer, or any lien or encumbrance to which this Contract of Sale is expressly made subject, the following described real property situated in Bingham County, Idaho (the "Property"):

See attached Exhibit "A" for legal description.

SUBJECT TO all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

2. **Payment and Purchase.** Buyer agrees to buy the Property and to pay Seller therefor the sum of Eighty Thousand Dollars (\$80,000), in lawful money of the United States of America, in the following manner:

A. Buyer shall pay to Seller at closing the sum of Sixteen Thousand Dollars (\$16,000).

B. The balance of the purchase price in the amount of Sixty-Four Thousand Dollars (\$64,000), together with interest thereon at the rate of seven percent (7%) per annum from November 1, 1996, shall be paid by Buyer pursuant to the terms and conditions of a Promissory Note (the "Promissory Note") which Buyer shall execute and deliver to Seller. The final maturity date for the Promissory Note shall be October 31, 2000.

C. The Promissory Note shall be secured by a Mortgage which Buyer shall execute. After recording the Mortgage shall be delivered to Seller.

3. **Documents.** Seller shall execute a Warranty Deed and deliver such Warranty Deed to Buyer for recording. Buyer shall execute the Promissory Note and the Mortgage, and shall deliver such documents to Buyer.

4. **Possession.** Seller shall be entitled to retain possession of the Property up to and including November 1, 1996. After November 1, 1996, Buyer shall have the right to the possession of the Property so long as Buyer shall perform all of the terms, covenants and conditions of this Contract of Sale.

5. **Apportionments.** All taxes and assessments upon the Property shall be prorated between the parties as of November 1, 1996. Seller shall pay all taxes and assessments levied upon the Property for the time prior to and including said date, and Buyer shall pay all such taxes levied upon the Property for the term after said date before the same become delinquent.

6. **Warranties and Disclaimers.** BUYER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO WARRANTIES IN REGARD TO ANY OF THE PROPERTY DESCRIBED HEREIN, EXPRESS OR IMPLIED TO BUYER, EXCEPT ANY WARRANTIES OF TITLE THAT MAY BE OTHERWISE CONTAINED IN THIS CONTRACT OF SALE. THERE IS NO WARRANTY GIVEN AS TO FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO MERCHANTABILITY.

7. **Default.**

A. Time and prompt performance of each term, covenant and condition of the Sale Documents are material and of the essence of this Contract of Sale. Every term is material. Performance means compliance that is full and to the letter of this Contract of Sale. Substantial compliance will not be sufficient. Performance by Buyer is a condition precedent to performance by Seller.

B. The following or any of them constitute an event of default under the terms of this Contract of Sale:

i. If Buyer shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of the Sale Documents following thirty (30) days written notice of default sent from Seller

to Buyer in the manner specified herein, which notice shall specify Buyer's default.

ii. If Buyer shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of his business or of all or a major portion of Buyer's assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of Buyer's assets, Seller may declare such event a breach and a default.

C. Upon the occurrence of an event of default, and the failure, neglect or refusal of Buyer to cure the same during any notice period required for such default specified above, without further notice to Buyer, Seller shall be entitled to effectuate such rights and remedies against Buyer as are then available to Seller under the terms of the Sale Documents and the laws of the State of Idaho, including without limitation, the following remedies:

i. Declare all obligations of Buyer under the Sale Documents immediately due and payable in full and proceed with any actions authorized by the laws of the State of Idaho to collect any and all amounts due and owing by Buyer to Seller and enforce all obligations of Buyer to Seller.

ii. Bring any action authorized under the laws of the State of Idaho to judicially foreclose on the Mortgage referred to herein.

iii. Exercise all other remedies provided in the Sale Documents.

iv. Exercise all remedies provided by law or equity.

D. The remedies provided in this Contract of Sale are cumulative and the exercise of any remedy by Seller shall not be exclusive of the right to affect any other remedy allowed Seller under the terms of the Sale Documents or by law or equity.

E. If Seller elects to hire an attorney to prepare the notice of default, Buyer shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Buyer to cure said default, the costs of preparation of said default notice and said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs.

8. **Enforcement.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing the Sale Documents or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

9. **Binding Effect.** The Sale Documents shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

10. **Survival of Terms.** The terms and provisions of the Sale Documents shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of the Sale Documents shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

11. **Waiver.** A waiver of any default or breach of any term of the Sale Documents shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of the Sale Documents. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

12. **Attorneys.** Holden, Kidwell, Hahn & Crapo, P.L.L.C. has acted as attorneys for both parties to this Agreement. By separate document, the parties have been informed of the benefits and disadvantages of such dual representation and have consented thereto.

13. **Integration of Agreement.** Seller and Buyer acknowledge that the terms of this Sale Documents may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Sale Documents and may vary from any negotiations between the parties prior to the execution of this Sale Documents. Seller and Buyer agree that the terms, covenants and conditions of this Sale Documents and the Related Documents shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Sale Documents and the Related Documents. This Sale Documents and the Related Documents shall be and are the final expression of the agreement of the parties and shall control. No modification of this Sale Documents or the Related Documents shall be valid unless in writing and executed by the parties to this Agreement.

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

15. Notice to Parties. Service of any notice permitted or required under the terms of this Contract of Sale shall be effective upon (i) personal delivery, (ii) upon telefaxing the notice to a number designated by the recipient, or (iii) upon depositing of the notice in the United States Mail, by Certified Mail, addressed as follows:

If to Buyer:

Jay Lloyd Stolworthy
1577 E. Wolverine Road
Firth, Idaho 83236

If to Seller:

Lloyd Stolworthy Family Limited Partnership "A"
182 Hartert Drive
Idaho Falls, Idaho 83404

16. Building Restrictions. Buyer acknowledges that Buyer shall not construct any improvement on the premises without the consent of Lucille Stolworthy. This restriction shall lapse upon recording a certified death certificate of Lucille Stolworthy.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.

SELLER:

LLOYD STOLWORTHY FAMILY LIMITED
PARTNERSHIP "A"

By: Lucille Stolworthy
Lucille Stolworthy, General Partner

BUYER:

Jay Lloyd Stolworthy
Jay Lloyd Stolworthy

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 12 day of December, 1996, before me the undersigned, a notary public in and for said State, personally appeared Lucille Stolworthy, known or identified to me to be one of the partners in the partnership of Lloyd Stolworthy Family Limited Partnership "A" and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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



Gary L. Meikle
Jay Lloyd Stolworthy
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/13/97

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 12 day of December, 1996, before me, the undersigned, a notary public, in and for said State, personally appeared Jay Lloyd Stolworthy, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged 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.

(seal)



Gary J. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/13/97

G:\WPDATA\GLM6973\JAY1025.COS:aa/jht:bc

EXHIBIT "A"

Part of Section 10 and 11, Township 2 South, Range 38 East B.M., Bingham County Idaho described as:

Beginning at a point on the centerline of Wolverine Creek that is S 89°52'49" E 961.55 feet along the section line from the north-east corner of said Section 10 and running thence S 89°52'49" E 367.69 feet along said section line; thence S 00°16'20" W 3279.61 feet; thence N 90°00'00" W 120.30 feet; thence N 76°48'07" W 454.61 feet; thence S 68°03'23" W 494.92 feet; thence S 89°37'47" W 631.11 feet to the south-east corner of an existing survey; thence along said existing survey N 57°24'51" W 1170.01 feet to a point on the southerly right-of-way of Wolverine Road; thence along said southerly right-of-way the following (3) courses; (1) N 22°58'39" E 314.19 feet; thence (2) N 33°31'34" E 55.05 feet; thence (3) N 42°14'07" E 8.34 feet to the south-west corner of an existing survey; thence along said existing survey the following (6) courses; (1) S 69°57'58" E 607.26 feet; thence (2) N 67°28'52" E 250.95 feet; thence (3) N 34°07'43" E 315.38 feet; thence (4) N 32°05'45" W 243.15 feet; thence (5) S 85°45'39" W 266.18 feet; thence (6) N 40°10'48" W 495.15 feet to a point on the southerly right-of-way of Wolverine Road; thence along said southerly right-of-way the following eight (8) courses: (1) N 15°07'27" E 113.77 feet; thence (2) N 17°41'17" E 55.58 feet; thence (3) N 38°10'58" E 77.32 feet; thence (4) N 52°24'04" E 391.79 feet; thence (5) N 48°43'32" E 145.03 feet; thence (6) N 40°41'41" E 98.77 feet; thence (7) N 34°58'14" E 108.74 feet; thence (8) N 34°09'47" E 457.78 feet; thence S 00°14'31" W 374.87 feet along the east line of said Section 10; thence along the centerline of Wolverine Creek the following seventeen (17) courses: (1) N 63°42'17" E 67.96 feet; thence (2) N 05°52'58" E 69.54 feet; thence (3) N 27°10'17" E 63.47 feet; thence (4) N 09°23'02" W 46.13 feet; thence (5) N 24°19'50" E 120.92 feet; thence (6) N 05°21'18" W 42.67 feet; thence (7) N 21°26'29" E 77.00 feet; thence (8) N 27°44'46" E 86.07 feet; thence (9) N 14°35'09" E 29.30 feet; thence (10) N 39°55'56" E 118.19 feet; thence (11) N 81°44'16" E 140.59 feet; thence (12) N 76°18'53" E 107.64 feet; thence (13) N 59°05'45" E 65.47 feet; thence (14) N 66°31'51" E 132.89 feet; thence (15) N 58°47'30" E 68.92 feet; thence (16) N 44°36'01" E 75.21 feet; thence (17) N 52°38'23" E 184.46 feet to the point of beginning.

CONTRACT -- PROTECTIVE RESTRICTIONS

This AGREEMENT made this 24th day of June, 1974, between Lloyd Stolworthy and Lucille Stolworthy, his wife, and Jay L. Stolworthy and Merri Lynn Stolworthy, his wife.

WHEREAS, Lloyd Stolworthy and Lucille Stolworthy, his wife, are the owners of a certain tract of real property located in the County of Bingham, State of Idaho, and described as follows, to-wit:

Beginning at a point that is N 0° 14' 13" E 395.81 feet along the Section Line and West 176.21 feet from the East $\frac{1}{4}$ corner of Section 10, T. 2 S., R. 38 E.B.M. and running thence S 34° 07' 40" W 315.19 feet; thence S. 67° 28' 52" W 250.95 feet; thence N 69° 57' 58" W 618.71 feet to the Easterly side of the Wolverine Creek Road; thence Northerly along said road the following four (4) courses, N 47° 51' 41" E 170.23 feet; N 40° 46' 38" E 187.58 feet, N 5° 45' 31" E 185.13 feet and N 1° 23' 36" E 271.81 feet; thence S 40° 10' 52" E 498.23 feet; thence N 85° 45' 39" E 266.18 feet, thence S 32° 05' 45" E 243.15 feet to the point of beginning containing 9.817 acres.

AND WHEREAS Lloyd Stolworthy and Lucille Stolworthy, his wife, shall hereinafter be called the Owners of the above described property, and Jay L. Stolworthy and Merri Lynn Stolworthy, his wife, who are purchasing the above described property shall be called the Purchasers.

NOW THEREFORE, Lloyd Stolworthy and Lucille Stolworthy, the owners, and Jay L. Stolworthy and Merri Lynn Stolworthy, the purchasers agree to the following protective restrictions, conditions between the owners and purchasers of said property, their heirs, successors and representatives and assigns:

1. WHEREAS, That Lloyd Stolworthy and Lucille Stolworthy shall have the first option to purchase said property described above and being sold to Jay Stolworthy and Merri Lynn Stolworthy, should they or their heirs, meaning their children, no longer desire to retain the ownership or should they desire to sell the above said described property; the purchase price of said option to be determined by the cost of purchasing of said property by the purchasers plus the cost of permanent improvements and investments with reasonable depreciation of said improvements, if any, made by said Purchasers on the above described land. This option is to become null and void upon the death of the Owners Lloyd Stolworthy and Lucille Stolworthy.
2. LAND Use: The above described property shall be used only and solely for the purpose described as Residential property. No structure shall be erected, constructed, or altered, or maintained on any part of the property then newly constructed single family dwelling of a permanent character, placed in a permanent location, containing not more than one kitchen and used by but one family.
3. OTHER USE PERMITTED: Accessory buildings and uses incidental to each single-family dwelling when placed upon the same parcel of land and not used or operated commercially, including: private garage, tool shed, work shop, guest quarters provided no kitchen or kitchen facilities are included therein.
4. LIVESTOCK & POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the property except dogs, cats, or household pets. Riding and saddle horses are permitted if kept at a reasonable number and not used for any commercial purpose.

SCANNED

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: **A27-00051B**
Date Received: 2/28/1989
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: JAY STOLWORTHY 208-346-6466
Address: 1577 EAST WOLVERINE RD
FIRTH ID 83236

2. Date of Priority: JUL 1, 1882

3. Source: WOLVERINE CREEK Trib. to: BLACKFOOT RIVER
JONES CREEK WOLVERINE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02S	38E	10	SE	NE	NE		BINGHAM
			NW	NE	SE		BINGHAM
		14	SE	NE	NW		BINGHAM

5. Description of diverting works:
3 HEADGATE/DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.140		
STOCKWATER	01/01	12/31	0.010		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
02S	38E	10	SE	NE		IRR	5.0

A2700051B



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	38E	10	NE	SE		IRR	2.0

Section Acres 7.0

Total Acres 7.0

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:
A27-00053.

14. Remarks:
RIGHT WAS SPLIT BY CONTRACT OF SALE. PAID UNDER RECEIPT E005927.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

FRED S. STEVENS, ET AL.
Decree Plaintiff

EASTERN IDAHO WATER CO., ET A
vs Decree Defendant

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: A27-00051
Date Received: 2/28/1989
Receipt No: E005927
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LLOYD STOLWORTHY LTD FAMILY PARTNERSHIP 208-522-0623
Address: 182 HARTERT DR.
IDAHO FALLS, ID 83404

2. Date of Priority: JUL 01, 1882

3. Source: WOLVERINE CREEK Trib. to: BLACKFOOT RIVER
JONES CREEK WOLVERINE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02S	38E	10	SE	NE	NE		BINGHAM
			NW	NE	SE		BINGHAM
		14	SE	NE	NW		BINGHAM

5. Description of diverting works:
3 HEADGATE/DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		
STOCKWATER	01/01	12/31	0.120		

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

A.F.A.

8. Total consumptive use is 202.5 Acre Feet Per Annum.

9. Non-irrigation uses:
S/APPROX. 450 CATTLE

A27-00051

Page 1

Date: 02/28/89

MICROFILMED
NOV 12 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
02S	38E	10	SE		NE		IRR	5.0
			NE		SW		IRR	10.0
			SW		SW		IRR	13.0
			SE		SW		IRR	2.0
			NE		SE		IRR	2.0
			NW		SE		IRR	12.0
			SW		SE		IRR	15.0
			SE		SE		IRR	2.0
						Section Acres	61.0	
		14	NW		NW		IRR	7.0
						Section Acres	7.0	
		15	NE		NE		IRR	13.0
						Section Acres	13.0	
						Total Acres	81.0	

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:
A27-00053.

14. Remarks:

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

FRED S. STEVENS, ET AL.
Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL
Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Lloyd Stokworthy, Rep. of
Title
Family Partnership A, that I have signed the foregoing
Organization
document in the space below as Lloyd Stokworthy, Rep. of
Title
Family Partnership A and that the statements contained in the
Organization
foregoing document are true and correct.

Lloyd Stokworthy
Signature of Authorized Agent

Representative
Title and Organization

Feb 28, 1989
Date

State of Idaho)
County of Bonneville) SS.

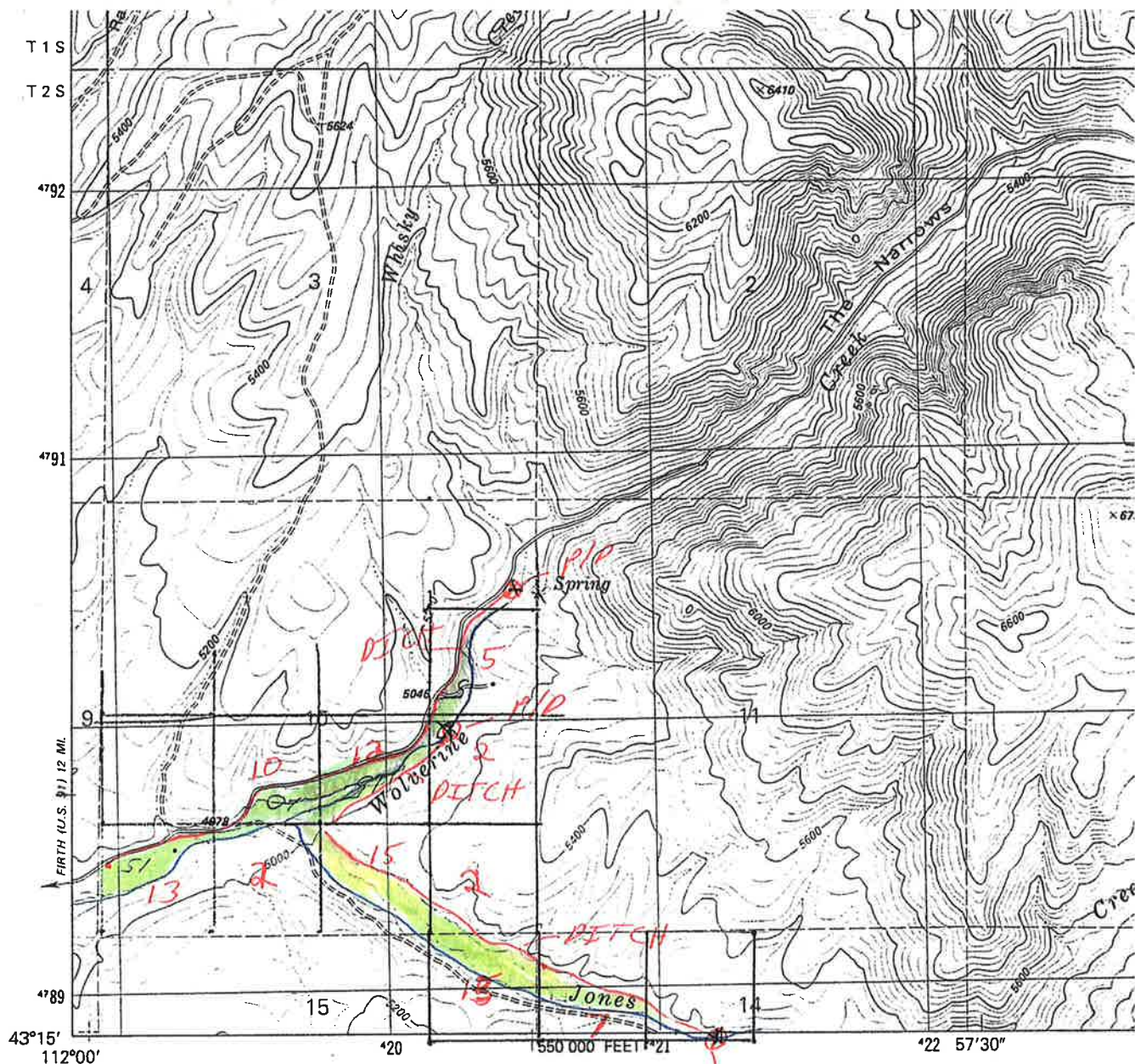
Subscribed and sworn (or affirmed) before me this 28th day
of February 19 89

Anthony J. Olechowski
Notary Public

Seal

Residing at Idaho Falls

My Commission Expires 2/12/1994



(HIGHAM PEAK)
3570 ft NE

Mapped, edited, and published by the Geological Survey

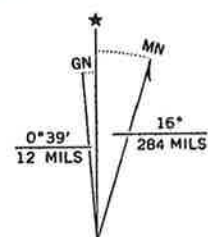
Control by USGS and NOS/NOAA

Topography by photogrammetric methods from aerial photographs taken 1973 and 1974. Field checked 1975
Map edited 1981

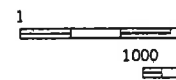
Projection and 10,000-foot grid ticks: Idaho coordinate system, east zone (transverse Mercator)
1000-meter Universal Transverse Mercator grid, zone 12
1927 North American Datum

To place on the predicted North American Datum 1983
move the projection lines 12 meters north and
65 meters east as shown by dashed corner ticks

Fine red dashed lines indicate selected fence and field lines where
generally visible on aerial photographs
This information is unchecked



UTM GRID AND 1981 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



FOR SALE BY U.S.
A FOLI

MICROFILMED

NOV 12 1992

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water Right Number - A27-00051

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
SPLIT RIGHT

1 -
2 -
3 -
City- X State- ID Zip- 0
Phone -

*** O - ORIGINAL OWNER ***

STOLWORTHY LTD FAMILY PARTNERSHIP

LLOYD

1 - 182 HARTERT DR
2 -
3 -
City- IDAHO FALLS State- ID Zip- 83404
Phone - 208-522-0623

ORR

SAMPLE

1 -
2 -
3 -
City- State- ID Zip- 99999
Phone - 208-000-0000

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
07/01/1882 15 EASTERN D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
WOLVERINE CREEK BLACKFOOT RIVER
JONES CREEK WOLVERINE CREEK
SPLIT RIGHT

Point of Diversion						
Twn	Rng	Sec	Tract	Lot	RFlg	County
02S	38E	10	SE NE NE		(11)	BINGHAM
			NW NE SE		(11)	BINGHAM
		14	SE NE NW		(11)	BINGHAM

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01	11/01	1.600	
04 - STOCKWATER		01/01	12/31	0.120	

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
1.600 202.5

Place of Use								
Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
02S	38E	10	SE NE			01	IRRIGATION	(11) BINGHAM
02S	38E	10	NE SW			01	IRRIGATION	(11) BINGHAM
02S	38E	10	SW SW			01	IRRIGATION	(11) BINGHAM
02S	38E	10	SE SW			01	IRRIGATION	(11) BINGHAM
02S	38E	10	NE SE			01	IRRIGATION	(11) BINGHAM
02S	38E	10	NW SE			01	IRRIGATION	(11) BINGHAM
02S	38E	10	SW SE			01	IRRIGATION	(11) BINGHAM

Water right number - A27-00051

Prefix Translation: ADJUDICATION CLAIM

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
02S	38E	10	SE SE			01	IRRIGATION	(11) BINGHAM
02S	38E	14	NW NW			01	IRRIGATION	(11) BINGHAM
02S	38E	15	NE NE			01	IRRIGATION	(11) BINGHAM

Total Acres:

+ - - Diversion Means - 3 HEADGATE/DITCHES

+ - - Non-Irrigation Use - S/APPROX. 450 CATTLE

+ - - Other Rights for Same Use - A27-00053.

+ - - - - - Remarks - - - - -

GEN RIGHT IS SPLIT BY CONTRACT OF SALE AS:
A27-00051A, 1.46 CFS, 74 AC. L. STOLWORTHY LTD FAM. TRUST
A27-00051B, 0.14 CFS, 7 AC. JAY STOLWORTHY

A27-00051, 1.60 CFS, 81 AC. L. STOLWORTHY LTD FAM. TRUST
AS SPLIT RIGHT IS CLAIMED IN-FULL.

+ - - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

+ - - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +	+ - - - - Decree Defendant - - - +	+ - Decree Date - +
FRED S. STEVENS, ET AL.	EASTERN IDAHO WATER CO., ET AL.	00/00/0000

+ - - - - - Comments - - - - -
No Comments Found

+ - - Audit Fields - - +
07/08/98 ARUBERRY

+ - - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing - 00/00/0000	Field Inspection Made - 00/00/0000	Civil Case Number - 39576
Objection Filed Date - 00/00/0000	Field Inspection Flag -	Old Case Number -
Response Filed Date - 00/00/0000	Verified Date - 00/00/0000	Old Judicial District -
Claim Received Date - 02/28/1989	Last Amended Date - 00/00/0000	Temporary Right - P
	Receipt Number - E005927	Water District - 27
	POU Ownership Flag - Y	Federal/State Indicator - S
	Name Connector -	Presumption Flag -
		Notice of Error Flag -