

06/06/2008

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

RIGHT NUMBER: 27-55B

NAME AND ADDRESS: BRENT STEFFLER
625 N 800 E
FIRTH ID 83236

RONDA STEFFLER
625 N 800 E
FIRTH ID 83236

SOURCE: CEDAR CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.100 CFS

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

PRIORITY DATE: 04/01/1887

POINT OF
DIVERSION:

T02S R38E S34 SWNE 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	0.100 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: IRRIGATION in BINGHAM County

T02S R38E S28	SESE	0.40	T02S R38E S33	NENE	1.80
T02S R38E S34	NWNW	4.80			

STOCKWATER same as IRRIGATION

7 ACRES TOTAL

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

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

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

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

JAN 20 2006

05/03/2005

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

RIGHT NUMBER: 27-55B

NAME AND ADDRESS: BRENT STEFFLER
625 N 800 E
FIRTH ID 83236

RONDA STEFFLER
625 N 800 E
FIRTH ID 83236

SOURCE: CEDAR CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.100 CFS

PRIORITY DATE: 04/01/1887

POINT OF DIVERSION:

T02S R38E S33 NENENE 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	0.100 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

IRRIGATION Within BINGHAM County

T02S R38E S33 NENE 5.9

STOCKWATER Within BINGHAM County

T02S R38E S28 SWSE T02S R38E S28 SESE

5.9 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



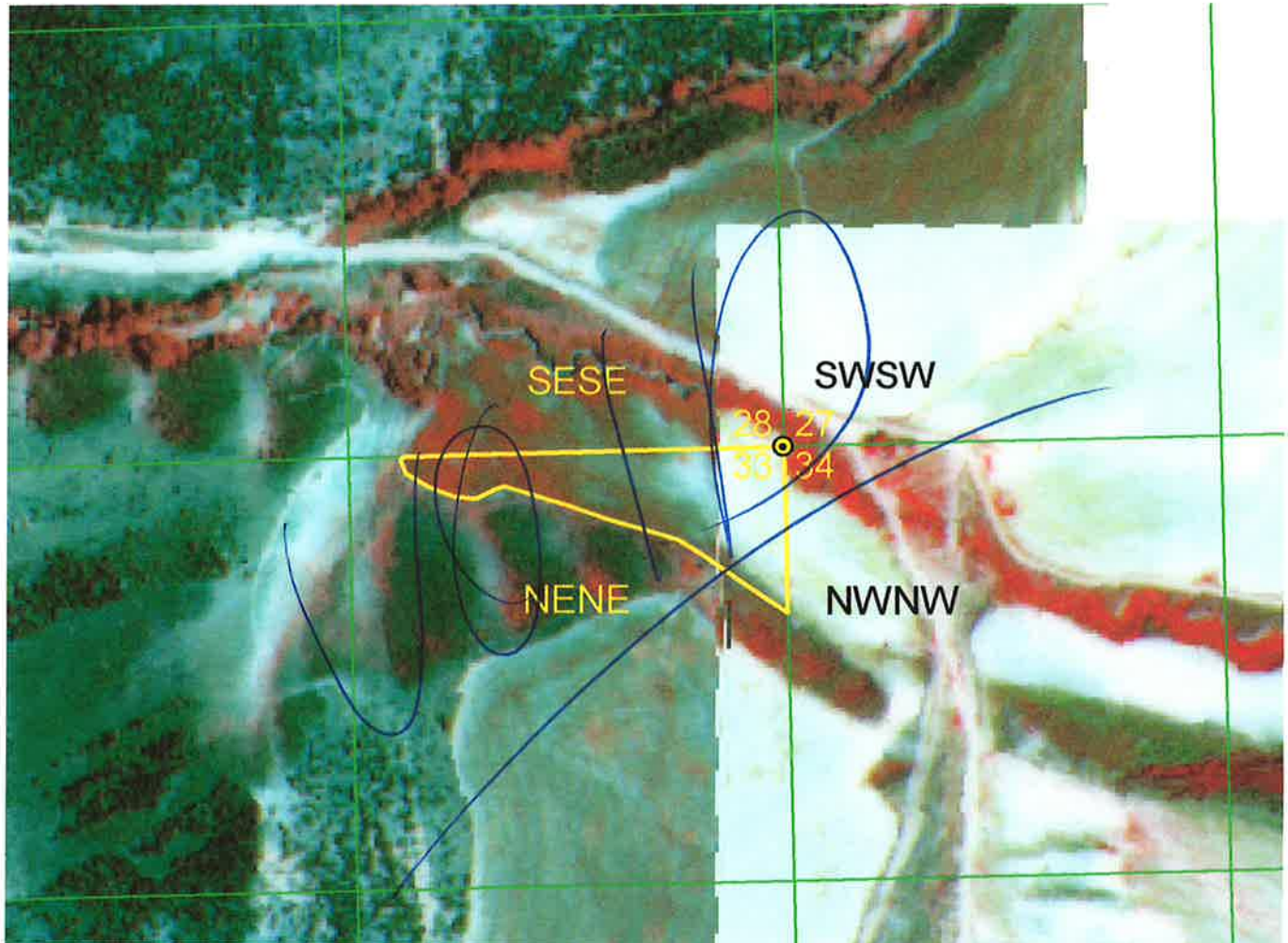
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-55B



300 0 300 600 Feet

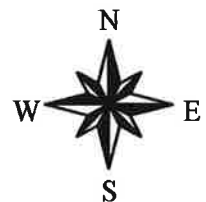
IRRIGATED ACRES 5.9

LEGEND

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

Place of Use: T2S, R38E:
(part of) Sec. 33, NENE.

Point(s) of Diversion: T2S, R38E:
Sec. 33, NENENE.



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



Idaho Department of Water Resources

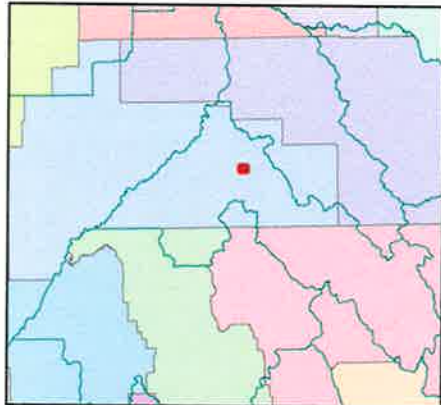
Adjudication Recommendation

27-55B

(IRRIGATION)

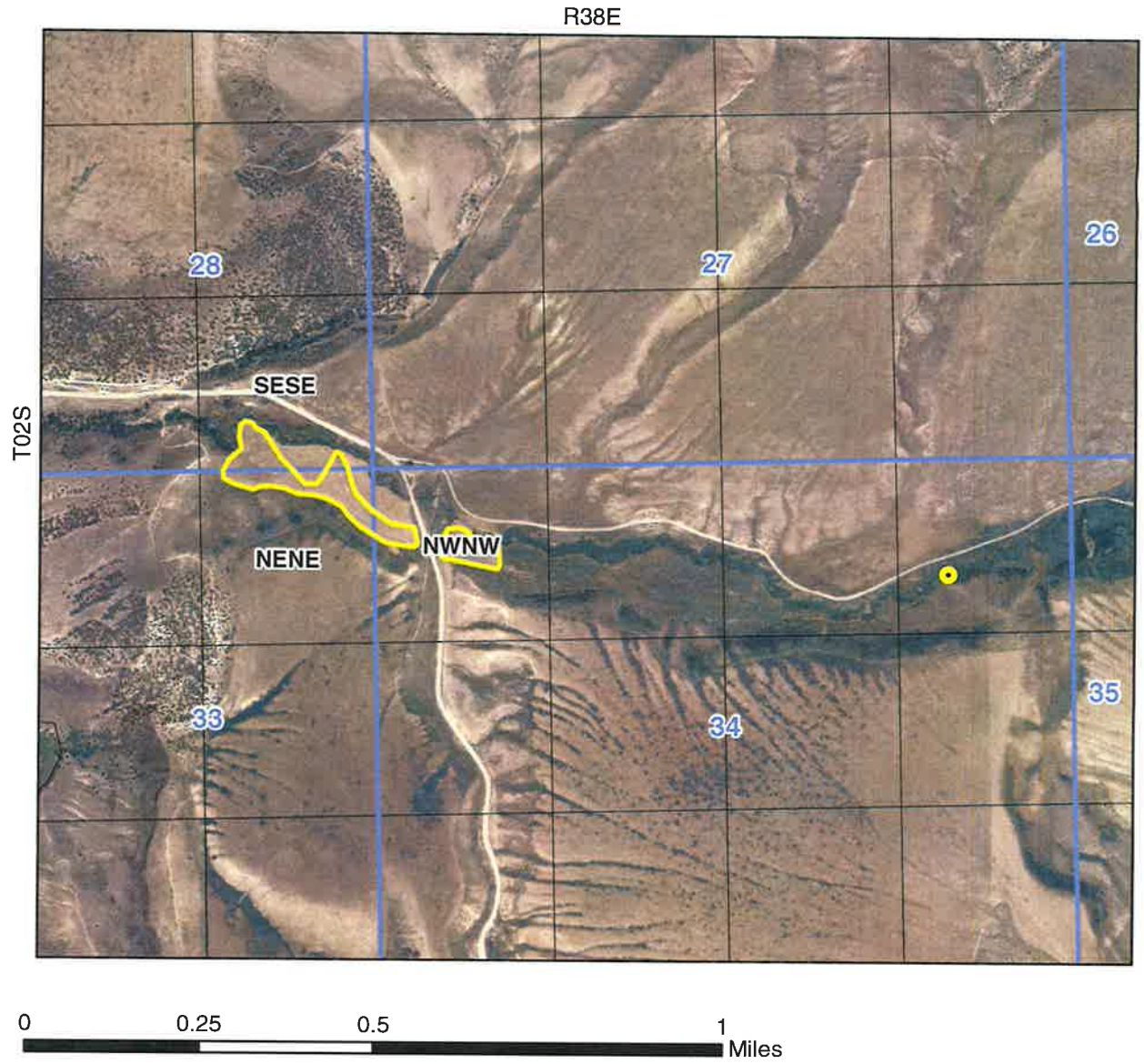
Legend

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



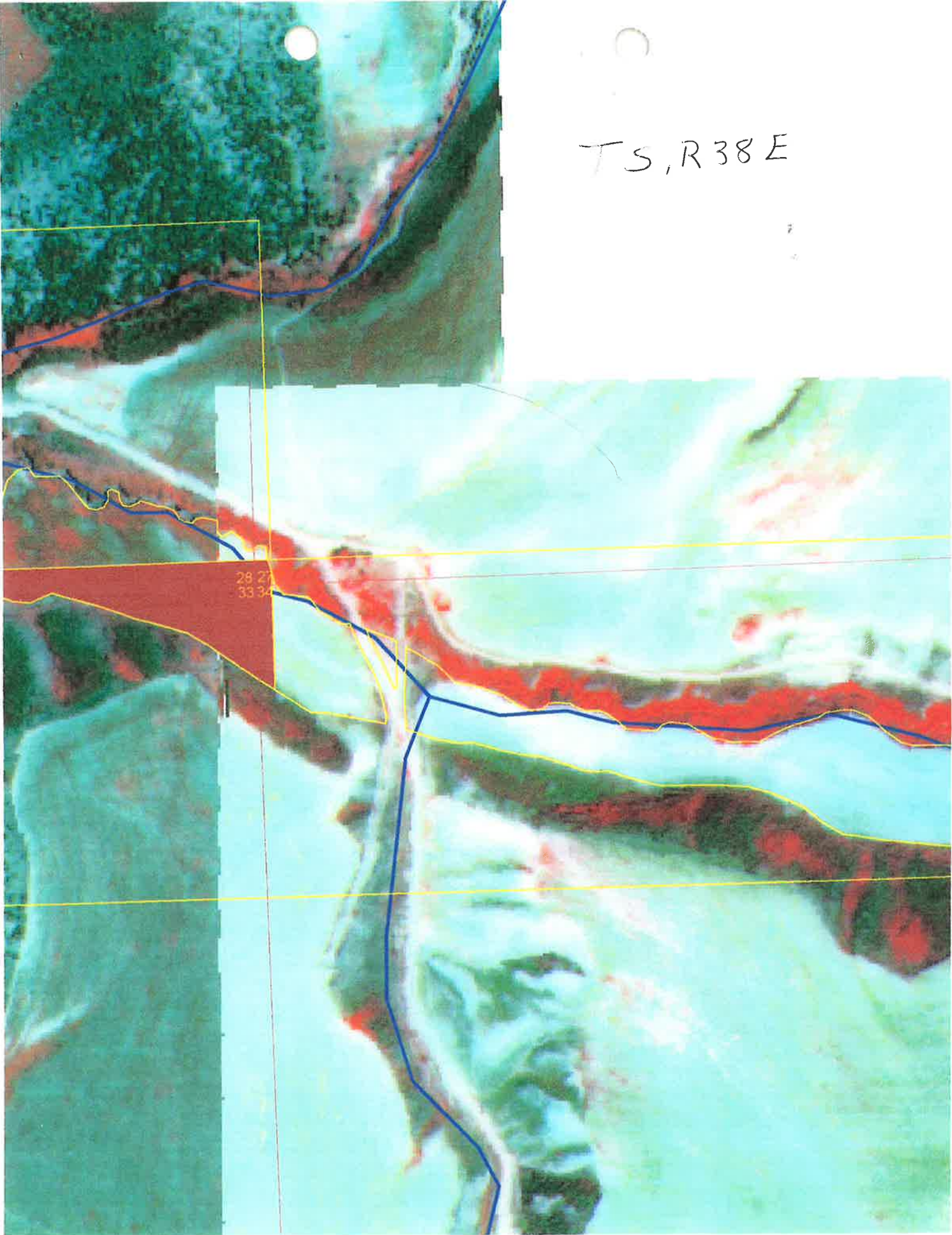
Bingham County
IDWR Basin 27

Prepared by Michael Holliday
On June 16, 2009
2004 Aerial Photography



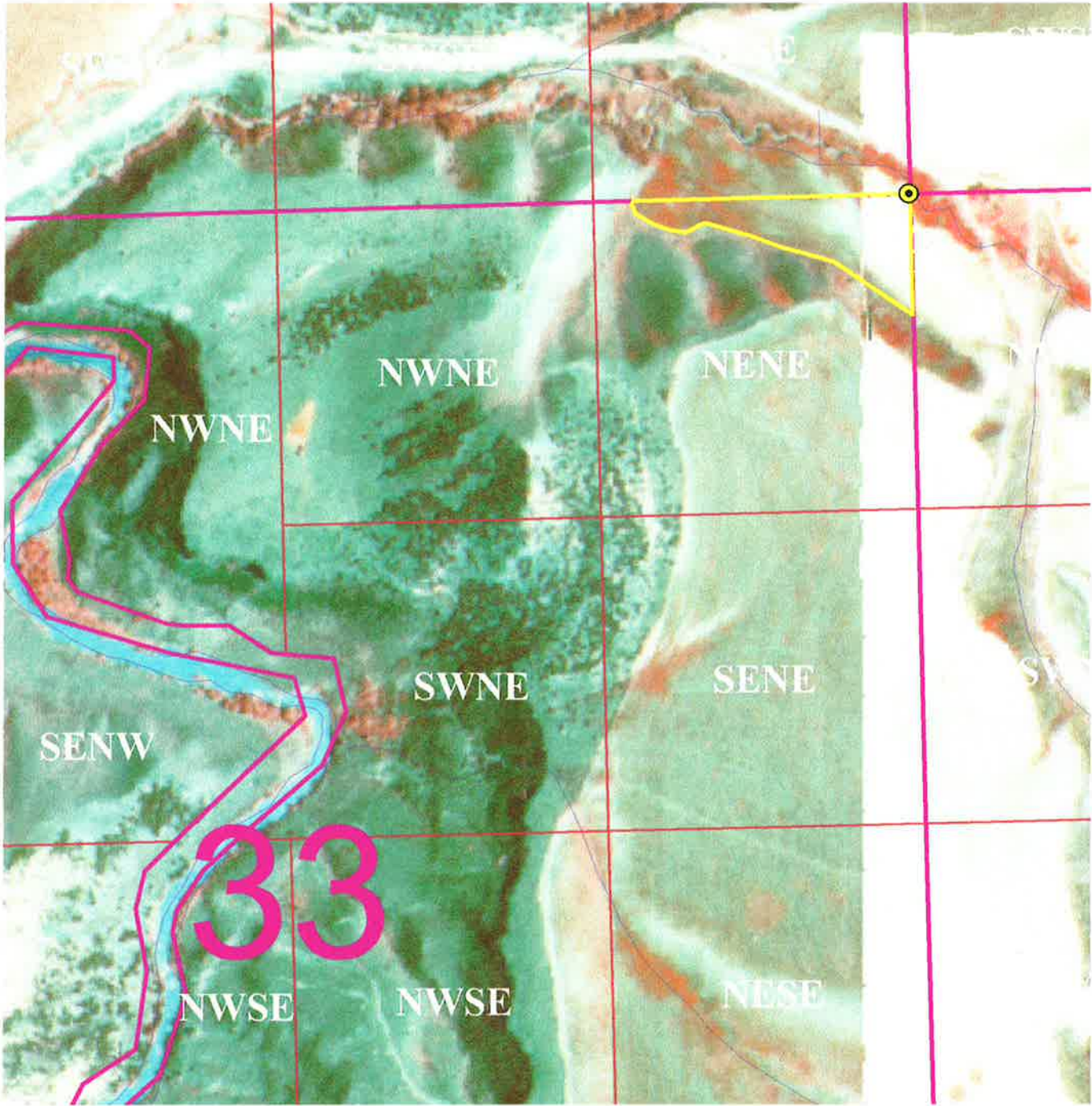
TS, R 38 E

28 27
33 34



Water Right Claim Number 27-00055B
Township , 2S38E

11/28/2000



 Irrigated Area

 Section Line

 Roads

 Place of Diversion

 Quarter Section Line

 Streams and Canals



06/15/2009

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

RIGHT NUMBER: 27-55B

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625 N 800 E
FIRTH ID 83236

RONDA STEFFLER
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SOURCE: CEDAR CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.100 CFS

PRIORITY DATE: 04/01/1887

POINT OF
DIVERSION:

T02S R38E S34 SWNE 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	0.100 CFS
PLACE OF USE:	<u>IRRIGATION in BINGHAM County</u>		
	T02S R38E S28 SESE 2.70	T02S R38E S33 NENE	4.20
	T02S R38E S34 NWNW 3.10		

10 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: BASIS OF CLAIM - Decreed



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

Brent Steffler
Rhonda Steffler
625 N 800 E
Firth, ID 83236

REF: SRBA Rights 27-55B

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

09/16/2005

**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: 27-55B

BRENT STEFFLER
625 N 800 E
FIRTH ID 83236
Telephone Number: (208)346-6713

RONDA STEFFLER
625 N 800 E
FIRTH ID 83236
Telephone Number: (208)346-6713

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: 9-16-05 SIGNATURE: Brent Steffler

Please print your name: _____

IDWR Regional Office,

PROTECTED

SCANNED
JAN 20 2006

05/03/2005

**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: January 1, 2001

Water right number: 27-55B

BRENT STEFFLER

625 N 800 E

FIRTH ID 83236

Telephone Number: (208)346-6713

RONDA STEFFLER

625 N 800 E

FIRTH ID 83236

Telephone Number: (208)346-6713

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: 6-13-05

SIGNATURE: Brent Steffler

Please print your name: Brent Steffler

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

RECEIVED

JUN 20 2005

Department of Water Resources
Eastern Region

KAT
6/21

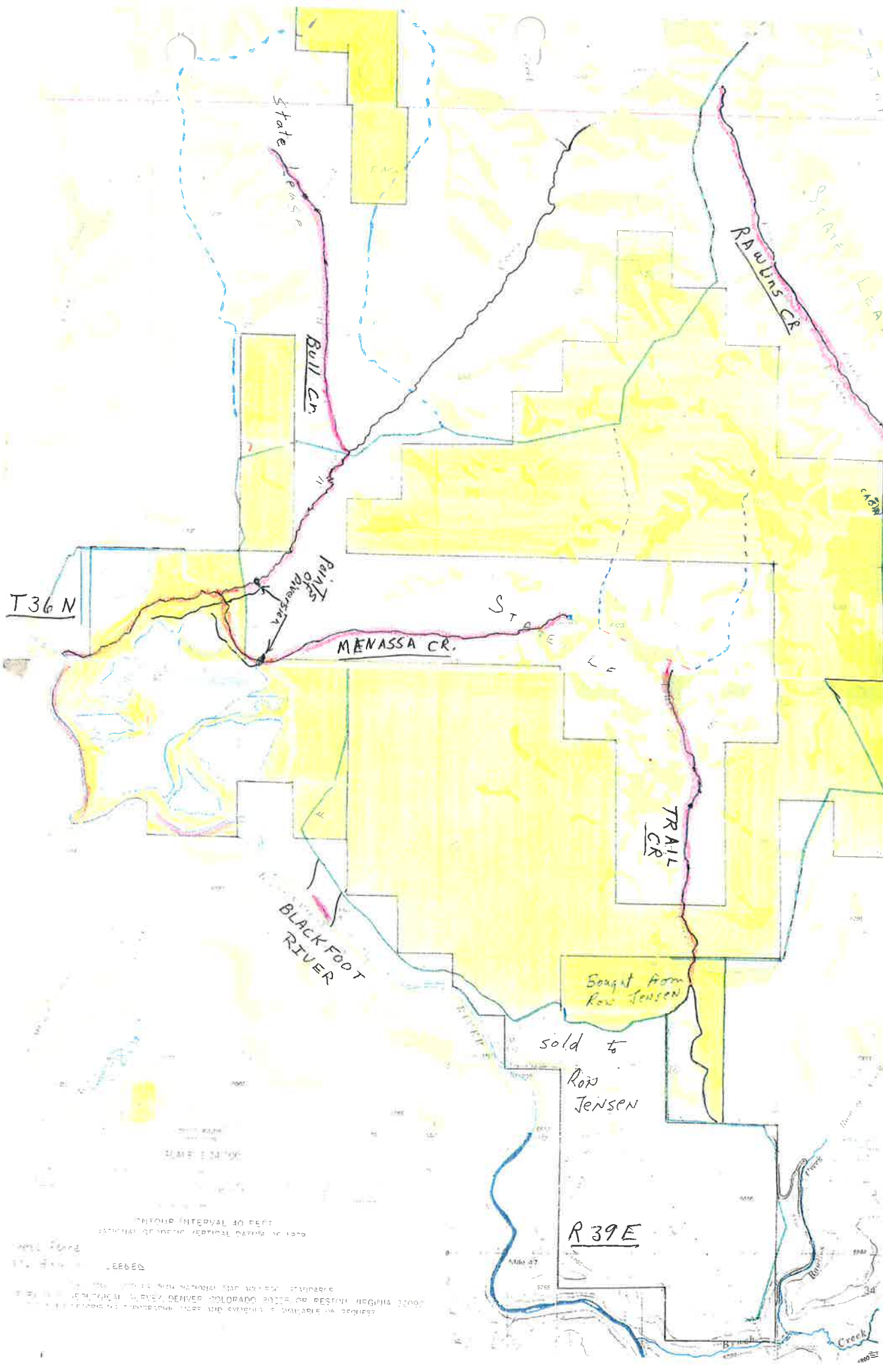
Cindy



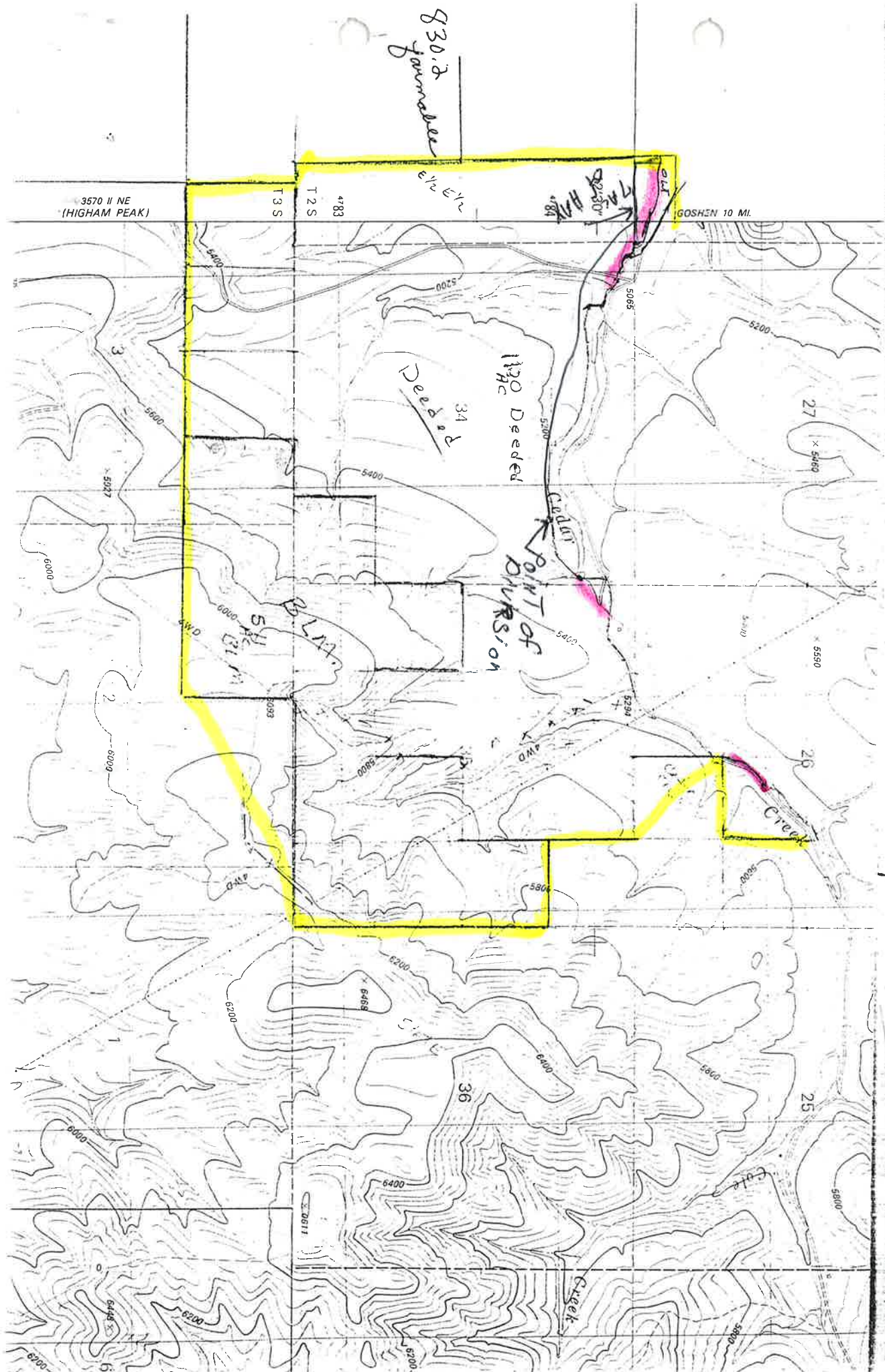
Here is more information on the water rights. The maps marked out in red show the beginning and ending points of diversion. These red lines show where the cattle water on the creeks and rivers. I hope this information will be enough to complete the claims. If you are in need of something else or

Have further questions we can help with, please contact us. Thanks for your help in trying to complete this.

Brent & Rhonda
Steffler



CONTOUR INTERVAL 40 FEET
VERTICAL DATUM: 1985
HORIZONTAL DATUM: DENVER-COLORADO POLICE DEPARTMENT (1985)
SHEET 1 OF 1



Notes

8-15-03 Receipt # X777777 - no fee paid
" # E 005927 they paid \$285 BP

8-15-03 Write letter re Pol4 clarification. BT

9-15-03 Peggy Stoleworthy is going to send a copy of the surveys map to determine the boundaries. Based on that map an amendment might be required on this claim.

9/18/03 received surveyors map from Peggy and the fence boundary does take follow Cedar Creek, so the land south of Cedar Creek is owned by Brent Steffler not the Lloyd Stoleworthy LTD family partnership.

1/20/04 2pm Tried to Call Robin Burgham,
No answer, no recorder. CB
2:11pm NO ANSWER

4-15-05 TC Ronda Steffler - advised her claim could be amended to add acreage - Brent will come in tomorrow. ew.

Place Of Use Data Entry Form

Claim Number: A27-55R☐ 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
25	38E	33	NENE		Bingham		5.9	Frigation
		28	SLOSE		"		-	Stock
		28	SESE		"		-	Stock

Total Acres 5.9

Document how the POU was verified:

1987/88. N App photography.
Bingham Co tax lot.

Transfers Changing POU noReviewer: CBDate: 4/29/05

Place Of Use Data Entry Form

Period of Use and Quantity Data Entry FormClaim Number: A27-55B☐ 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	0.10	
Stock	1/1	12/31	0.02	

Overall Diversion Rate 0.10 Overall Diversion Volume _____

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

Reviewer: CBDate: 4/29/05**Period of Use and Quantity Data Entry Form**

Basin No.	Sequence Number	Split Suffix	Name	yyyy-mm-dd Priority Date	Useage	Other Water Rights Used	S=Stevens	Stevens Decree #	Total CFS			
27	55	B	Steffler, Brent	1887-04-01	irrigation/stock		s	55	0.12			
27	55	A	Stolworthy, Lloyd Family Ptn. LTD	1887-04-01	irrigation/stock		s	55	1.02			
							2	55	1.14	1.00	(0.14)	50



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

15 August 2003

Brent & Ronda Steffler
625 North 800 East
Firth, ID 83236

Re: Water Rights Claims #A27-55B
Subject: Place of Use

Dear Claimant(s):

During the review process of the above referenced claim the claimed Place of Use is also claimed by the Lloyd Stolworthy Ltd Family Partnership. The enclosed map indicates that portions are within Sections 27, 28, 33 and 34, not just Section 34.

An amended claim needs to be filed to reflect the actual Place of Use. Since the same Place of Use is claimed by both parties please provide this office with a copy of the Warranty Deed covering the acreage claimed.

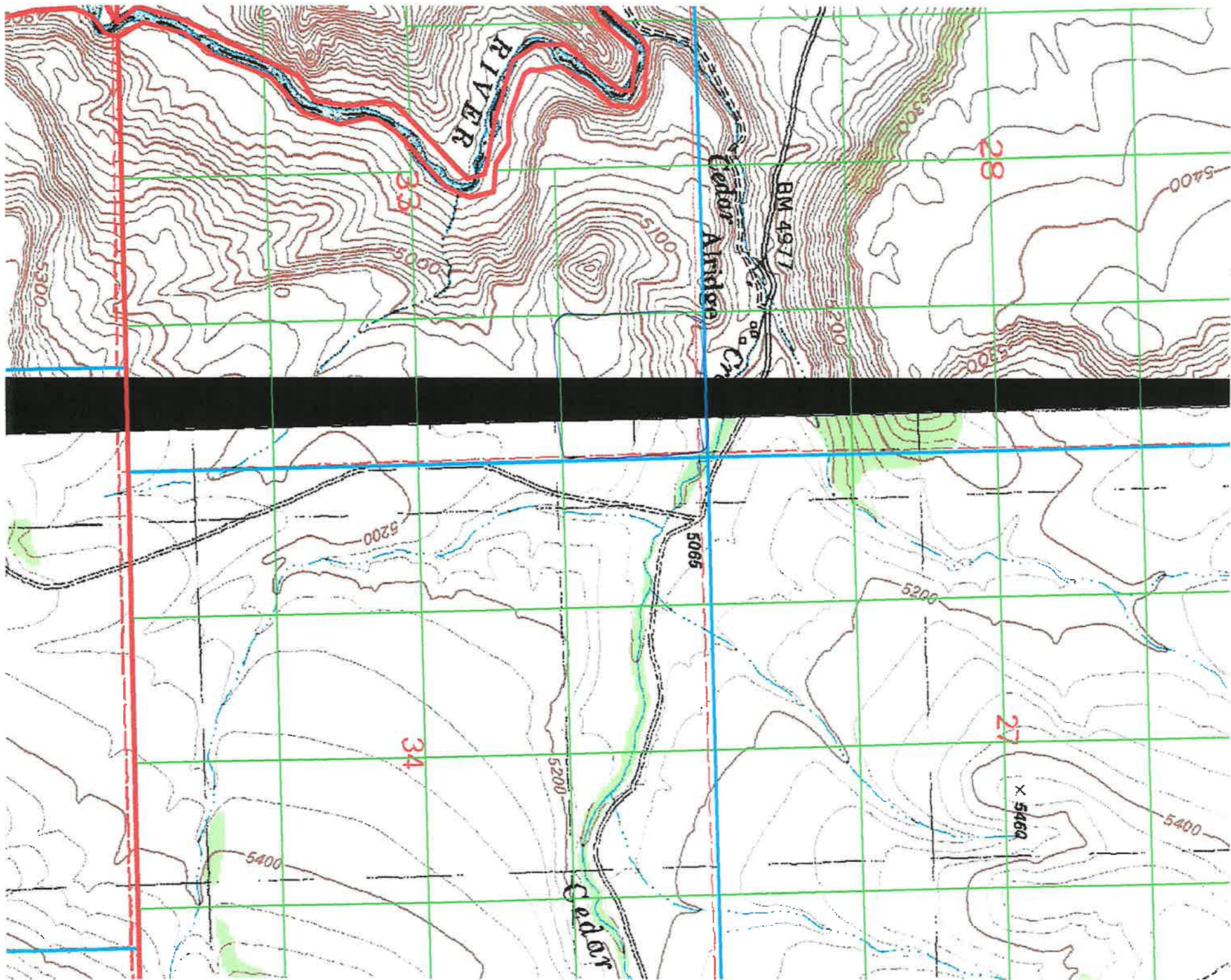
Please call my office at 547-3993 if you have any questions. Please respond by September 15, 2003, otherwise, the claim will be disallowed. Thank you.

Sincerely,

Cindy E. Bird
Adjudication Agent

CEB/bjp
Enclosure – Map

Cc: Lloyd Stolworthy Ltd Family Partnership
182 Hartert Drive
Idaho Falls, ID 83404



785 R38E

AMENDED CONTRACT OF SALE

THIS CONTRACT OF SALE is entered into this ____ day of June, 1992, by LLOYD STOLWORTHY, not individually but as general partner of the Lloyd Stolworthy Family Limited Partnership "B", an Idaho Limited Partnership referred to as "Seller", and BRENT STEFFLER and RONDA STEFFLER whose mailing address is 625 North 800 East, Firth, Idaho 83236, hereinafter referred to as "Buyer".

WITNESSETH:

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 situate in Bingham County, Idaho:

See attached Exhibit A for legal description.

2. Payment and Purchase.

Buyer agrees to buy the above described property and to pay Seller therefor the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), as follows:

A. The sum of Twenty-five Thousand Dollars (\$25,000) has been paid upon execution of this agreement. Said amount shall be applied to the purchase price at closing. Said amount shall be returned to Buyer if Buyer is unable to obtain financing.

B. The balance of Two Hundred Twenty-five Thousand Dollars (\$225,000.00) shall be paid in lawful money of the United States at closing.

RECEIVED
SEP 15^{CB} 2003
By CB from Peggy Stolworthy
10am meeting

3. Instruments of Conveyance.

At closing Seller shall make, execute and deliver to Buyer a Warranty Deed conveying the above described property to Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer.

4. Possession.

Seller shall be entitled to retain possession of the property described in this Contract of Sale up to and including the day of closing. Thereafter, Buyer shall have the right to the possession of said property.

5. Apportionments.

All taxes and assessments upon the property described in this Contract of Sale shall be prorated between the parties as of the day of closing. Seller shall pay all taxes and assessments levied upon the property described in this Contract of Sale for the time prior to and including said date, and Buyer shall pay all such taxes levied upon said property for the term after said date before the same become delinquent.

6. Closing.

Closing shall occur on or before July 1, 1992, unless the parties mutually agree to a different time.

7. Title Insurance.

Seller agrees within thirty (30) days after closing to provide to Buyer at Seller's cost a standard form owner's title insurance policy in the amount of \$250,000.00 insuring title to the real property described herein in Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of Buyer under the terms of this Contract of Sale.

8. Default.

A. In case Buyer shall fail to promptly perform any covenant or agreement set forth herein or to do all things necessary and prerequisite to the consummation of the sale set forth herein, Seller may declare a forfeiture of this Contract of Sale and any payments made by Buyer may be retained by Seller as liquidated damages and not as a penalty, or Seller may bring an action for specific performance of this Contract of Sale against Buyer to require and enforce full and complete performance by Buyer of the terms, covenants and conditions of this Contract of Sale as set forth herein, or Seller shall be entitled to bring an action for breach of contract against Buyer for collection of all damages suffered by Seller as a result of the default and breach by Buyer, or Seller may pursue any other remedies available under the laws of the State of Idaho.

B. If Seller shall fail to promptly perform any covenant or condition set forth herein or to do all things necessary and prerequisite to the confirmation of the sale set forth herein, Buyer shall be entitled to bring an action for a specific performance of this Contract of Sale against Seller to require and enforce full and complete performance by Seller of the terms, covenants and conditions of this Contract of Sale as set forth herein or shall be entitled to bring an action for breach of contract against Seller for collection of all damages suffered by Buyer as a result of the default and breach by Seller, or Buyer may pursue any other remedy available under the laws of the State of Idaho.

9. Indemnification.

Buyer covenants and agrees to indemnify and hold Seller harmless from any and all claims, demands, liabilities, actions, suits or proceedings, together with costs and attorneys fees incurred in defending against the same, arising or which may arise from Buyer's occupancy and use of the properties sold hereunder.

10. 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's fee, including such fees on appeal, which the

offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

11. Binding Effect.

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

12. Survival of Terms.

The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

13. Waiver.

A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. 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.

14. Attorneys.

The law firm of Holden, Kidwell, Hahn, & Crapo, drafters of this agreement, have acted as attorneys for Seller and as such have in no way advised Buyer in regard to this agreement or any other matters.

15. Integration of Agreement.

Seller and Buyer acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. Seller and Buyer agree that the terms, covenants and conditions of this Contract of Sale 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 Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

16. Access and Inspection.

From the date of this Contract of Sale until Buyer is entitled to possession of the property described in this Contract of Sale, Buyer shall have full access to said property for the purpose of inspecting and examining said property. From the date Buyer is entitled to possession of said property until all performance of Buyer required under the terms of this Contract of Sale has been completed, Seller shall have the right to enter upon said property at reasonable times to inspect said property for the purpose of determining whether Buyer is complying with the terms, covenants and conditions of this Contract of Sale.

17. Additional Consents.

The obligations of the parties under this agreement are contingent on obtaining any necessary consents. If a required consent cannot be obtained, each party shall have the option of terminating this agreement, and the Twenty-five Thousand Dollars (\$25,000) payment shall be returned.

18. BLM Leases.

Seller shall also cooperate with Buyer in transferring the BLM Cedar Creek Buttes leases to Buyer.

19. Water Rights.

Seller shall transfer to Buyer 5 inches of water rights on Cedar Creek.

20. Right of First Refusal.

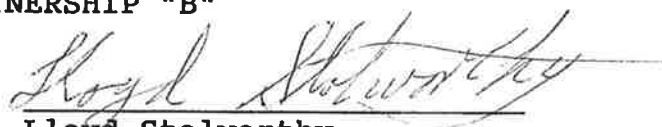
Seller grants to Buyer a right of first refusal if Seller decides to sell any of Seller's real property located in §25, §26, §27 or §28 of Township 2 South, Range 38 East, Bingham County, Idaho. If Seller receives a bona fide offer for the sale of any of said real property, Seller shall notify Buyer in writing of the terms of said bona fide offer. Buyer shall have thirty (30) days from the day such notice is mailed or personally deliver to Buyer within which to notify Seller,

0.1045
to
buyer

in writing, that Buyer will purchase said property on the terms and conditions of said bona fide offer. If Buyer does not intend to exercise such option Buyer shall immediately sign a statement to that effect if so request by Seller. This option shall not apply if the proposed sale is to any descendant or spouse of a descendant of Lloyd and Lucille Stolworthy. If Buyer does not exercise the right of first refusal with respect to any portion of the property subject to said right of first refusal, Buyer's right of first refusal shall be extinguished on all property subject to said right.

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

LLOYD STOLWORTHY FAMILY LIMITED
PARTNERSHIP "B"

By: 

Lloyd Stolworthy,
General Partner

SELLER

Brent Steffler

Ronda Steffler

BUYERS

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of June, in the year 1992, before me the undersigned, a notary public in and for said State, personally appeared Lloyd Stolworthy, known or identified to me to be one of the partners in the partnership of The Lloyd Stolworthy Family Limited Partnership, an Idaho Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he 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.

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
County of)

On the _____ day of June, in the year of 1992, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Brent Steffler and Ronda Steffler, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

GLM/9968j/sjw

HARPER - LEAVITT ENGINEERING, INC.

PROFESSIONAL ENGINEERING, MATERIALS TESTING & LAND SURVEYING

800 W. Judicial St. • P.O. Box 866
Blackfoot, Idaho 83221
(208) 785-2977

985 N. Capital Ave. • P.O. Box 50691
Idaho Falls, Idaho 83405
(208) 524-0212

ANYONE MAKING CHANGES IN THE FOLLOWING DESCRIPTION ASSUMES FULL RESPONSIBILITY FOR THE ENTIRE CONTENTS. THERE HAS BEEN NO SEARCH ON SAID DESCRIPTION FOR ENCROACHMENTS EITHER PHYSICAL OR WRITTEN EXCEPT FOR THOSE AS SHOWN ON THE ACCOMPANYING PLAT, (IF PLAT IS REQUIRED) THEREFORE WE ASSUME NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS HEREIN.

FOR: STOLWORTHY/BINGHAM
JOB NO: 92107
BY: BDJ
DATE: JUNE 17, 1992
REVISED:
Page 1 of 2

Part of Sections 26, 27, 28, 33, 34 and 35, Township 2 South, Range 38 East, B.M., and Section 3, Township 3 South, Range 38 East, B.M., Bingham County, Idaho described as:

Beginning at a point that is N 00° 10' 38" W 72.62 feet along the section line to the meander of Cedar Creek and the South line of Deed Instrument No. 302706 from the corner common to said Sections 27, 28, 33 and 34 and running thence along said meanders in said Deed Instrument No. 302706 the following six (6) courses S 79° 49' 29" E 2.31 feet; (2) thence S 36° 09' 25" E 169.39 feet; (3) thence N 20° 24' 16" E 20.05 feet; (4) thence N 86° 46' 47" E 55.23 feet; (5) thence S 00° 45' 24" E 122.04 feet; (6) thence S 70° 01' 39" E 118.08 feet; thence N 77° 32' 11" E 47.07 feet crossing the county road to the northerly bank of Cedar Creek; thence S 81° 31' 33" E 201.28 feet along said north bank; thence S 55° 42' 43" E 383.14 feet to an existing fence line on the south side of an access road; thence N 82° 31' 54" E 101.29 feet along said fence; thence S 05° 13' 41" E 616.74 feet across Cedar Creek and to a fence line along the cultivated ground; thence along said fence line and cultivated ground the following thirteen (13) courses (1) S 77° 50' 03" E 482.82 feet; (2) thence S 76° 37' 28" E 401.05 feet; (3) thence S 76° 44' 26" E 122.57 feet; (4) thence S 56° 43' 47" E 62.73 feet; (5) thence S 35° 00' 43" E 257.55 feet; (6) thence S 61° 59' 31" E 83.32 feet; (7) thence S 61° 56' 00" E 198.43 feet; (8) thence N 66° 14' 21" E 377.65 feet; (9) thence N 82° 47' 38" E 353.08 feet; (10) thence N 83° 05' 40" E 217.06 feet; (11) thence S 75° 58' 02" E 413.00 feet; (12) thence N 85° 50' 11" E 360.15 feet; (13) thence N 86° 08' 00" E 578.97 feet; thence N 28° 46' 52" E 714.39 feet along a small ridge to a fence line; thence N 16° 09' 40" W 304.00 feet across Cedar Creek to a fence line along an access road; thence along said fence on the southerly side of said access road the following eleven (11) courses (1) N 59° 59' 06" E 343.62 feet; (2) thence N 82° 02' 50" E 314.92 feet; (3) thence S 78° 19' 44" E 417.40 feet; (4) thence N 57° 08' 58" E 612.89 feet; (5) thence N 79° 19' 52" E 367.06 feet; (6) thence N 36° 51' 54" E

75.61 feet; (7) thence N 55° 00' 37" E 470.77 feet; (8) thence N 17° 07' 10" E 273.12 feet; (9) thence N 22° 33' 49" E 283.60 feet; (10) thence N 43° 38' 52" E 634.08 feet; (11) thence N 25° 23' 05" E 66.61 feet to the north-south center section line of Section 26, Township 2 South, Range 38 East, B.M.; thence S 00° 06' 31" W 1372.20 feet along said center section line to the south 1/4 corner of said Section 26; thence S 89° 56' 27" E 1318.53 feet along the section line to the northeast corner of the W 1/2 N.E. 1/4 of Section 35, Township 2 South, Range 38 East, B.M.; thence S 00° 01' 25" E 2635.66 feet along the east line of said W 1/2 N.E. 1/4 to the southeast corner of said W 1/2 N.E. 1/4; thence N 89° 57' 46" W 1323.78 feet to the southwest corner of said W 1/2 N.E. 1/4; thence S 00° 05' 26" W 1318.92 feet to the southeast corner of the N.E. 1/4 S.W. 1/4 of said Section 35; thence N 89° 57' 20" W 1315.97 feet to the southwest corner of said N.E. 1/4 S.W. 1/4; thence N 00° 03' 13" E 1318.75 feet to the northwest corner of said N.E. 1/4 S.W. 1/4; thence N 89° 57' 46" W 1316.83 feet to the West 1/4 corner of said Section 35; thence S 00° 00' 59" W 1318.58 feet to the southeast corner of the N.E. 1/4 S.E. 1/4 of Section 34, Township 2 South, Range 38 East, B.M.; thence S 89° 56' 07" W 1321.42 feet to the southwest corner of said N.E. 1/4 S.E. 1/4; thence S 00° 03' 29" W 1319.23 feet to the southeast corner of the S.W. 1/4 S.E. 1/4 of said Section 34; thence S 89° 54' 26" W 958.65 feet along the section line to the northeast corner of Lot 2 Section 3, Township 3 South, Range 38 East, B.M.; thence S 00° 17' 44" E 1672.77 feet to the southeast corner of said Lot 2; thence S 89° 48' 13" W 3959.84 feet to the southwest corner of Lot 4 of said Section 3; thence N 00° 10' 29" W 1679.92 feet to the northwest corner of said Lot 4; thence S 89° 54' 26" W 353.78 feet along the section line to the southwest corner of the E 1/2 E 1/2 of Section 33, Township 2 South, Range 38 East, B.M.; thence N 00° 00' 21" W 5283.70 feet to the northwest corner of said E 1/2 E 1/2 of Section 33; thence N 00° 10' 41" W 347.52 feet along the west line of the S.E. 1/4 S.E. 1/4 of Section 28, Township 2 South, Range 38 East, B.M. to the meanders of Cedar Creek; thence S 74° 07' 23" E 72.08 feet along Cedar Creek to the southwest corner of Deed Instrument No. 302706; thence along the meander of Cedar Creek and along the south line of said Deed Instrument No. 302706 the following thirteen (13) courses (1) S 74° 07' 23" E 52.68 feet; (2) thence S 50° 12' 15" E 181.50 feet (3) thence N 26° 34' 29" E 120.45 feet; (4) thence N 21° 57' 21" E 90.32 feet; (5) thence N 10° 23' 56" E 100.95 feet; (6) thence N 81° 45' 15" E 73.09 feet; (7) thence S 43° 13' 01" E 201.76 feet; (8) thence S 43° 27' 13" E 144.86 feet; (9) thence S 23° 59' 31" E 19.03 feet; (10) thence S 86° 04' 58" E 174.79 feet; (11) thence S 79° 49' 49" E 344.16 feet; (12) thence S 04° 20' 39" E 59.27 feet; (13) thence S 79° 49' 29" E 120.97 feet to the point of beginning.

Parcel contains 1071.1 acres.

Also that portion of the N.W. 1/4 S.E. 1/4 of Section 26, Township 2 South, Range 38 East, B.M., lying south and east of a fence line on the northerly side of the Cedar Creek Association Access Road more particularly described as a line running from the southwest corner of said N.W. 1/4 S.E. 1/4 to the northeast corner of said N.W. 1/4 S.E. 1/4 of said Section 26.

WARRANTY DEED

409764

For Value Received THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP-B

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
GORDON BRENT STEFFLER and RHONDA STEFFLER, husband and wife
whose address is: 625 North 800 East, Firth, Idaho 83236
Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

TRACT A:

Part of Sections 26, 27, 28, 33, 34, and 35, Township 2 South, Range 38 E.B.M., and Section 3, Township 3 South, Range 38 E.B.M., Bingham County, Idaho described as:

Beginning at a point that is N. 00°10'38" W. 72.62 feet along the Section line to the meander of Cedar Creek and the S. line of Deed Instrument No. 302706 from the corner common to said Sections 27, 28, 33, and 34 and running thence along said meanders in said Deed Instrument No. 302706 the following 6 courses S. 79°49'29" E. 2.31 feet; (2) thence S. 36°09'25" E. 169.39 feet; (3) thence N. 20°24'16" E. 20.05 feet; (4) thence N. 86°46'47" E. 55.23 feet; (5) thence S. 00°45'24" E. 122.04 feet; (6) thence S. 70°01'39" E. 118.08 feet; thence N. 77°32'11" E. 47.07 feet crossing the County road to the Northerly bank of Cedar Creek; thence S. 81°31'33" E. 201.28 feet along the said North bank; thence S. 55°42'43" E. 383.14 feet to an existing fence line on the South side of an access road; thence N. 82°31'54" E. 101.29 feet along said fence; thence S. 05°13'41" E. 616.74 feet across Cedar Creek and to a fence line along the cultivated ground; thence along said fence line and cultivated ground the following 13 courses:

(1) S. 77°50'03" E. 482.82 feet; (2) thence S. 76°37'28" E. 401.05 feet; (3) thence S. 76°44'26" E. 122.57 feet; (4) thence S. 56°43'47" E. 62.73 feet; (5) thence S. 35°00'43" E. 257.55 feet; (6) thence S. 61°59'31" E. 83.32 feet; (7) thence S. 61°56'00" E. 198.43; (8) thence N. 66°14'21" E. 377.65 feet; (9) thence N. 82°47'38" E. 353.08 feet; (10) thence N. 83°05'40" E. 217.06 feet; (11) thence S. 75°58'02" E. 413.00 feet; (12) thence N. 85°50'11" E. 360.15 feet; (13) thence N. 86°08'00" E. 578.97 feet; thence N. 28°46'52" E. 714.39 feet along a small ridge to a fence line; thence N. 16°09'40" W. 304.00 feet across Cedar Creek to a fence line along an access road; thence along said fence on the Southerly side of said access road the following 11 courses (1) N. 59°59'06" E. 343.62 feet; (2) thence N. 82°02'50" E. 314.92 feet; (3) thence S. 78°19'44" E. 417.40 feet; (4) thence N. 57°08'58" E. 612.89 feet; (5) thence N. 79°19'52" E. 367.06 feet; (6) thence N. 36°51'54" E. 75.61 feet; (7) thence N. 55°00'37" E. 470.77 feet; (8) thence N. 17°07'10" E. 273.12 feet; (9) thence N. 22°33'49" E. 283.60 feet; (10) thence N. 43°38'52" E. 634.08 feet; (11) thence N. 25°23'05" E. 66.61 feet to the North-South center Section line of Section 26, Township 2 South, Range 38 E.B.M.; thence S. 00°06'31" W. 1372.20 feet along said center Section line to the S $\frac{1}{4}$ corner of said Section 26; thence S. 89°56'27" E. 1318.53 feet along the Section line to the NE corner of the W $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 2 South, Range 38 E.B.M.; thence S. 00°01'25" E. 2635.66 feet along the E. line of said W $\frac{1}{4}$ NE $\frac{1}{4}$ to the SE corner of said W $\frac{1}{4}$ NE $\frac{1}{4}$; thence N. 89°57'46" W. 1323.78 feet to the SW corner of said W $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 00°05'26" W. 1318.92 feet to the SE corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 35; thence N. 89°57'20" W. 1315.97 feet to the SW corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 00°03'13" E. 1318.75 feet to the NW corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N. 89°57'46" W. 1316.83 feet to the W $\frac{1}{4}$ corner of said Section 35 thence S. 00°00'59" W. 1318.58 feet to the SE corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 2 South, Range 38 E.B.M.; thence S. 89°56'07" W. 1321.42 feet to the SW corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence S. 00°03'29" W. 1319.23 feet to the SE corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 34; thence S. 89°54'26" W. 958.65 feet along the Section line to the NE corner of Lot 2, Section 3, Township 3 South, Range 38 E.B.M.; thence S. 00°17'44" E. 1672.77 feet to the SE corner of said Lot 2; thence S. 89°48'13" W. 3959.84 feet to the SW corner of Lot 4 of said Section 3; thence N. 00°10'29" W. 1679.92 feet to the NW corner of said Lot 4; thence S. 89°54'26" W. 353.78 feet along the Section line to the SW corner of the E $\frac{1}{4}$ E $\frac{1}{4}$ of Section 33, Township 2 South, Range 38 E.B.M.; thence N. 00°00'21" W. 5283.70 feet to the NW corner of said E $\frac{1}{4}$ E $\frac{1}{4}$ of Section 33; thence N. 00°10'41" W. 347.52 feet along the W. line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 2 South, Range 38 E.B.M., to the meanders of Cedar Creek; thence S. 74°07'23" E. 72.08 feet along Cedar Creek to the SW corner of Deed Instrument No. 302706; thence along the meander of Cedar Creek and along the S. line of said Deed instrument No. 302706 the following 13 courses (1) S. 74°07'23" E. 52.68 feet; (2) thence S. 50°12'15" E. 181.50 feet (3) thence N. 26°34'29" E. 120.45 feet; (4) thence N. 21°57'21" E. 90.32 feet;

(5) the N. 10°23'56" E. 100.95 feet; (6) thence N. 81°45'15" E. 73.09 feet; (7) thence S. 43°13'01" E. 201.76 feet; (8) thence S. 43°27'13" E. 144.86 feet; (9) thence S. 23°59'31" E. 19.03 feet; (10) thence S. 86°04'58" E. 174.79 feet; (11) thence S. 79°49'49" E. 344.16 feet; (12) thence S. 04°20'39" E. 59.27 feet; (13) thence S. 79°49'29" E. 120.97 feet to the point of beginning.

ALSO that portion of the NW¼SE¼ of Section 26, Township 2 South, Range 38 E.B.M, Bingham County, Idaho, lying South and East of a fence line on the Northerly side of Cedar Creek Association Access Road more particularly described as a line running from the SW corner of said NW¼SE¼ to the NE corner of said NW¼SE¼ of said Section 26.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water, water rights, ditch and ditch rights.

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

Dated: SEPTEMBER 2, 1992

THE LLOYD STOLWORTHY FAMILY LIMITED
PARTNERSHIP

BY: Partner

BY: Partner

STATE OF IDAHO

COUNTY OF BINGHAM

On the 2nd day of September, 1992, before me, a Notary Public in and for said State, personally appeared LLOYD STOLWORTHY and Lucille Stolworthy, known to me to be one of the partners in the partnership of The Lloyd Stolworthy Family Limited Partnership-B, and the partners or one of the partners who subscribed said partnership name to the foregoing Instrument, and acknowledged to me that he executed the same in partnership name.

Notary Public
Residing at: Blackfoot
Commission Expires 5/20/94



409764

BINGHAM COUNTY, IDAHO
RECEIVED

SEP 2 1992

92 SEP -2 PM 4:45

RECEIVED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

R 38E

T 25



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

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

27-0 number 1 copy
Transfers
Noted

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

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

27 0012	Fred S. Stevens	July 6, A. D. 1869	138 Inches
27 0013	Henry Dunn	July 1, A. D. 1870	300 Inches
27 0014	N. A. Just and)	August 1, A. D. 1871	200 Inches
27 0015	Emma Just)		
27 0016	Leon Misslen	July 1st, A. D. 1873	200 Inches - Trans # 92-221
27 0017	John Misslen	July 1st, A. D. 1874	120 Inches Trans # 58
27 0018	H. R. Lewis	March 1st, A. D. 1875	100 Inches
27 0019	Presto Burrell	March 1st, A. D. 1876	100 Inches
27 0020	William Kirkpatrick	May 1st, A. D. 1878	100 Inches
27 0021	F. M. Shoemaker	April 1st, A. D. 1879	190 Inches TRANS # 1962
27 0022	Eastern Idaho Water Co.	March 25, A. D. 1880	1800 Inches
Trans 2468	F. B. Fox Jr.)		
	William Howard)		
	A. Whitten)		

RECORDED
MAY 15 1996

year thereafter, for irrigating or any other than domestic purposes.

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

27 0050	Peter Morris	March 1st, A. D. 1882	60 Inches
27 0051	Samuel Orr	July 1st, A. D. 1882	80 Inches
27 0052	Peter Morris	April 1st, A. D. 1887	60 Inches
27 0053	Daniel M. Taylor	April 1st, A. D. 1888	10 Inches

It is further ordered adjudged and decreed that the following parties are entitled to divert from Cedar Creek, a tributary of Blackfoot River, the amount of water herein indicated and the right of each party dates from the times hereinafter stated and set opposite each name to-wit:

27 0054	George Monroe) & John Lyon)	April 1st, A. D. 1884	100 Inches
27 0055	Samuel Borup	April 1st, A. D. 1887	50 Inches

27 0056 It is ordered, adjudged and decreed that George Heaton is entitled to divert from the east fork of Brush Creek, a tributary of Blackfoot River, one hundred and twenty-five (125) inches of water, said rights dating from the 1st day of May A. D. 1888, but the said right shall only extend to the 1st day of July in each year, for irrigating purposes, and the said Heaton is hereby enjoined from diverting or using in any manner any part of the said water right after the 1st day of July in each and every year hereafter for irrigating or any other than domestic purposes.

RECORDED
MAY 15 1996

SCANNED

JUL 10 2001

Log for claim 27-00055B

Spatial Dynamics LTD

11/28/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s38e	33	NENE	7	5.9	
Totals:			7	5.9	

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 27-55

WATER RIGHT NUMBER: 27-55

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SAMUEL BORUP
	, ID

Priority Date: 04/01/1887

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
CEDAR CREEK	BLACKFOOT RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	1.000 CFS	
DOMESTIC	1/01 to 12/31		
	<u>Total Diversion:</u>	1.000 CFS	

Location of Point(s) of Diversion
CEDAR CREEK

Place of Use

Conditions of Approval:

Remarks:

1. General P/D NOT GIVEN IN DECREE.
P/U INCOMPLETE BEING 160 AC. OF UNSURVEYED LAND AT MOUTH OF CEDAR CREEK
LYING ON NORTHSIDE OF BLACKFOOT RIVER, ABOUT 1/2 MILE WEST OF TWITCHELLS
RANCH.

Comments:

AJ5809NP
No. A27-00055B

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/02/00
PAGE: 20

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRENT STEFFLER	04/01/1887	IRRIGATION	04-01 11-01	0.100 CFS	
C	RONDA STEFFLER		STOCKWATER	01-01 12-31	0.020 CFS	
	625 N 800 E					
	FIRTH ID 83236			TOTAL DIVERSION:	0.100 CFS	
	(208) 346-6713			CONSUMPTIVE USE:		21.00 AFA

Water Source: CEDAR CREEK

Tributary to: BLACKFOOT RIVER

Stage: DECREED

Point(s) of Diversion: T02S R38E S33 NENE 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 Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	SUM		
02S	38E	33	: 07	:	:	:	:	:	:	:	:	:	:	7.0		
													TOTAL ACRES	7.0		

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: BINGHAM

Non-Irrigation Uses: S/

Other Rights: NONE

Remarks: GEN PAID RECIEPT E005927

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

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

NOVEMBER 20, 1992

BRENT STEFFLER
625 N 800 E
FIRTH ID 83236

RE: CHANGE IN OWNERSHIP FOR A27-00055

Dear Mr. Steffler:

The request for Change in Ownership concerning the Notice of Claim in the above reference has been processed and the Notice split into two separate portions.

Enclosed is a "copy" of your portion of the water right with a new water right number assigned for your portion of A27-00055.

Since you purchased 7.0 acres of land from Mr. Stolworthy, the above mentioned water right, A27-00055, has been split into A27-00055A and A27-00055B. A27-00055B gives you 0.100 cfs for 7.0 acres and A27-00055A with 0.900 cfs on 47 acres is the remaining portion belonging to Mr. Stolworthy.

Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Dave Carlson
Water Rights Agent, Adjudication

DC:jt

Enclosure: A27-00055B

cc: Lloyd Stolworthy LTD Family Partnership/copy of
A27-00055A/copy letter

MICROFILMED
DEC 09 1992



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: _____

A27-00055

☐ Name and Address of Former
Owner/Claimant(s)(Seller): _____

Lloyd Stolworthy LTD Family Partn. B
182 Hartert Drive
Idaho Falls, Idaho

☐ New Owner/Claimant
(Purchaser): _____

Brent and Ronda

☐ New Mailing Address: _____

625 N. 800 East
Firth, Ida. 83236

☐ New Telephone Number: _____

(208) 346-6713

☐ Does the change in ownership result in a splitting of the water right owned/claimed? ☒ yes ☐ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

(decided here 5" Brent Steffler) remaining will
stay in ownership of Lloyd Stolworthy
LTD family Partnership B

☐ Attach proof of
ownership, describe
proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New
Owner/Claimant(s): _____

Brent Steffler

Date 10-6-92

Date _____

☐ Signature of Former
Owner/Claimant(s): _____

Lloyd Stolworthy

Date 10/6/92

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

MICROFILMED
DEC 09 1992

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

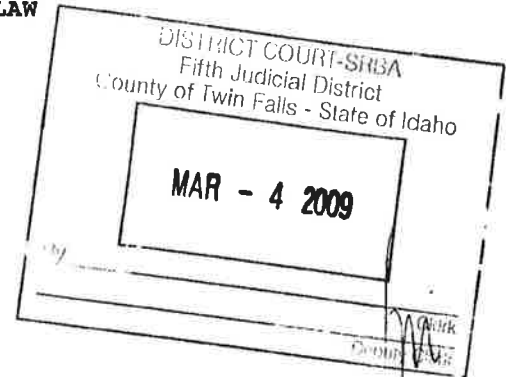
Ident. Number 27-55B
Date Received: 2/28/1989
Receipt No:
Received By: MWH

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

1. Name of Claimant(s)

BRENT STEFFLER Phone: (208)346-6713
625 N 800 E
FIRTH ID USA 83236

RONDA STEFFLER Phone: (208)346-6713
625 N 800 E
FIRTH ID USA 83236



2. Date of Priority: 04/01/1887

3. Source: CEDAR CREEK Trib. to: BLACKFOOT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02S	38E	34	NE NE	BINGHAM	

5. Description of diverting works:

HEADGATE/DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	0.10	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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02S	38E	28	SE	SE	IRRIGATION	2.7
					Section Acres	2.7
02S	38E	33	NE	NE	IRRIGATION	4.2
					Section Acres	4.2
02S	38E	34	NW	NW	IRRIGATION	3.1
					Section Acres	3.1
					Total Acres	10

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Decreed

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Brent Lippen Date: 3-2-09

Date:

State of Idaho

County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 2nd day
of March 2009



Jonie M. Barg
Notary Public

Residing at Idaho Falls

My commission Expires July 24, 2013

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 27-55B
Date Received: 2/28/1989
Receipt No: X999999
Received By:

AMENDED

AMENDED

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

1. Name of Claimant(s)

BRENT STEFFLER Phone: (208)346-6713

625 N 800 E
FIRTH ID USA 83236

RONDA STEFFLER Phone: (208)346-6713

625 N 800 E
FIRTH ID USA 83236

2. Date of Priority: 04/01/1887

3. Source: CEDAR CREEK

Trib. to: BLACKFOOT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02S	38E	28	SE SE SE	BINGHAM	Beginning Point
02S	38E	28	SE SW SE	BINGHAM	Ending Point
02S	38E	33	NE NE	BINGHAM	

5. Description of diverting works:

HEADGATE/DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.1	
STOCKWATER	1/01	12/31	0.02	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02S	38E	28	SW	SE	STOCKWATER	
			SE	SE	STOCKWATER	
02S	38E	33	NE	NE	IRRIGATION	7
					Section Acres	7
					Total Acres	7

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:

14. Remarks:

PAID RECIEPT E005927

15. Basis of Claim: Decreed

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Brent Steyer Date: 3-03-04

Date: _____

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 3rd day
of March 2004 Cindy E Bird

Notary Public

Residing at Lava Hot Springs
My commission Expires May 1, 2007



SCANNED

JUL 10 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: **A27-00055B**
Date Received: 2/28/1989
Receipt No: X777777
Received By: _____

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

1. Name: BRENT STEFFLER
Address: 625 N 800 EAST
FIRTH ID

208-346-6713

83236

AND

Name: RONDA STEFFLER
Address: 625 N 800 EAST
FIRTH ID

208-346-6713

83236

2. Date of Priority: APR 1, 1887

3. Source: CEDAR CREEK

Trib. to: BLACKFOOT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	38E	33	NE	NE			BINGHAM

5. Description of diverting works:
HEADGATE/DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.100		
STOCKWATER	01/01	12/31	0.020		

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

A.F.A.

8. Total consumptive use is

21.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/

MICROFILME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02S	38E	33	NE	NE	IRR	7.0
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:
NONE

14. Remarks:
PAID RECIEPT 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

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

MICROFILMED

DEC 09 1992

