

05/04/2005

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

RIGHT NUMBER: 27-56

NAME AND ADDRESS: GARY L PRATT
486 E WEEDING LN
BLACKFOOT ID 83221

MARK B PRATT
486 E WEEDING LN
BLACKFOOT ID 83221

SOURCE:

TRIBUTARY:

QUANTITY: 2.500 CFS

PRIORITY DATE: 05/01/1888

POINT OF DIVERSION:

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 07/01	2.500 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T03S R39E S26	SWSW	3.2	T03S R39E S26	SESW	4.0
T03S R39E S27	SESE	5.2	T03S R39E S34	NENE	13.6
T03S R39E S34	NWNE	6.4	T03S R39E S34	SWNE	13.6
T03S R39E S34	NESW	10.0	T03S R39E S34	NWSE	22.8
T03S R39E S34	SWSE	2.4			

81.2 ACRES TOTAL

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

THE HEADGATE IN THE SE1/4SE1/4 SEC. 34 DIVERTS WATER FROM
GARDEN CREEK INTO A DITCH THAT RUNS INTO ONE OF THE DITCHES
CARRYING WATER FROM BRUSH CREEK.
CHANGED OWNERSHIP 1/23/95/JT/GT

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



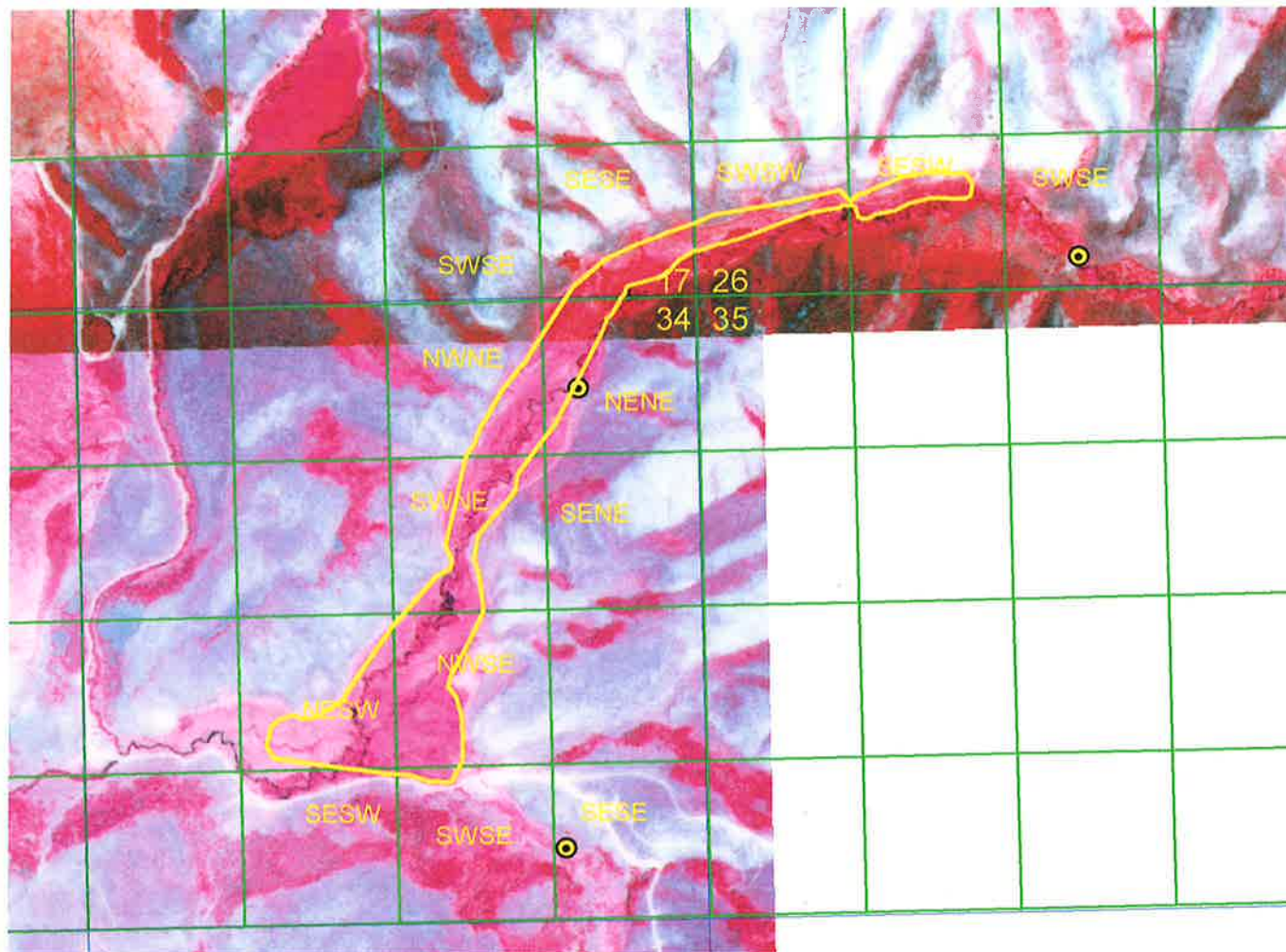
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-56



0.3 0 0.3 0.6 Miles

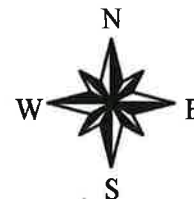
IRRIGATED ACRES 81.2

LEGEND

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

Place of Use: T3S, R39E:
(part of) Sec. 26, SESW, SWSW.
(part of) Sec. 27, SESE..
(part of) Sec. 34, NENE, NWNE, SENE,
SWNE, NWSE, NESW, SWSE, SESW.

Point(s) of Diversion: T3S, R39E:
Sec. 26, SWSE
Sec. 34, NENE, SESE.



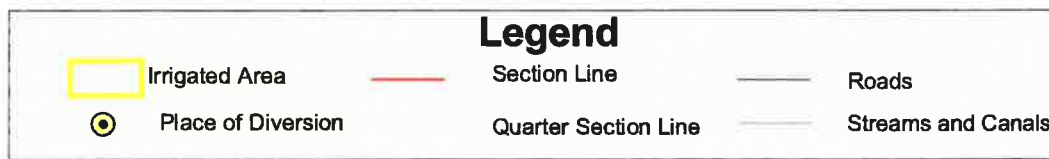
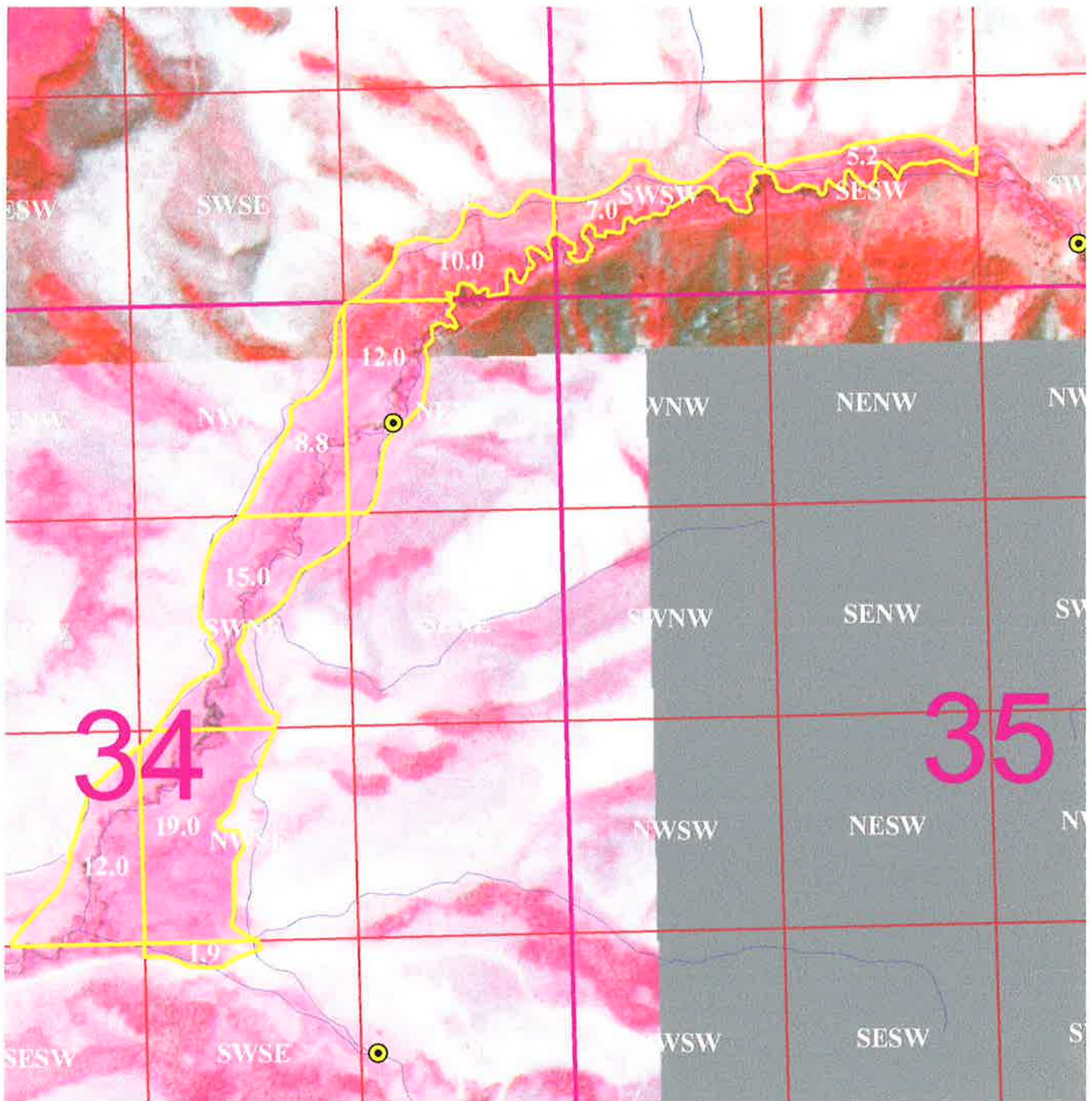
GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: April 2005.

SCANNED

JAN 20 2006

Water Right Claim Number 27-00056
Township , 3S39E

11/28/2000



05/04/2005

**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: 27-56

GARY L PRATT
486 E WEEDING LN
BLACKFOOT ID 83221
Telephone Number: (208)785-4245

MARK B PRATT
486 E WEEDING LN
BLACKFOOT ID 83221
Telephone Number: (208)785-4245

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: 7/16/05

SIGNATURE:

Gary L Pratt Mark Pratt

Please print your name:

GARY L PRATT Mark Pratt

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



*KMS
7/29*

SCANNED

JUL 26 2005

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.

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
	27-10728				
	27-56				
825 27-7837	27-7837				

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

NONE

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating 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)

Elidro B and/or Bonnie J. Pratt
225 N 400 E Blackfoot.

4. New Owner/Claimant(s)

GARY or MARK PRATT
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

486 E. Weeding Ln

City, State and ZIP Code

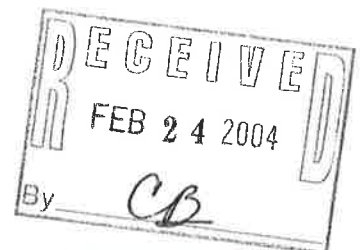
Blackfoot, ID 83221

New Telephone Number

(208) 785-4245

5. Date you acquired the property

1997



PROFILED

SCANNED

JAN 20 2006

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)
(include title if applicable)

Gary Pratt

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 _____ AJ	Date _____	WR _____ Date _____

BLASER, SORENSEN & HANSEN, *Chartered*

Attorneys at Law

(208) 785-4700

FAX No. 785-7080

Stephen J. Blaser
Murray Jim Sorensen
Scott H. Hansen

285 N.W. Main
MAILING ADDRESS:
P.O. Box 1047
Blackfoot, Idaho 83221

March 2, 1995

Mr. and Mrs. Eldro B. Pratt
225 North 400 East
Blackfoot, Idaho 83221

Dear Mr. and Mrs. Pratt:

This confirms the execution and recording of a Deed of Gift to Gary and Mark on the property in the hills which you recently purchased, giving them a joint one-third interest in that property. I will also prepare deeds for you to execute for 1996 and 1997 which will then eliminate that property from your estate.

This also confirms the execution and recording of a Deed of Gift to your daughter, Anita, giving her a one-fourth interest in the condominium property. I'll also prepare deeds on that for the next two years.

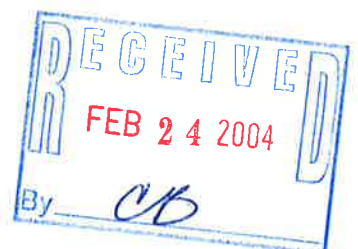
Yours very truly,

BLASER, SORENSEN & HANSEN, Chrt.



Stephen J. Blaser
Attorney at Law

SJB/sb/95047a.1tr



AMERICAN LAND TITLE COMPANY

167 W. Bridge • P.O. Box 1007 • Blackfoot, Idaho 83221
Phone (208) 785-4573 • FAX (208) 785-2620

MR. AND MRS. ELDRO B. PRATT
225 N. 400 E.
BLACKFOOT ID 83221

DECEMBER 20, 1994
ORDER NO. 3-17601-A
RE: PRATT, ELDRO B.

ATTN: MR. AND MRS. ELDRO B. PRATT

In connection with above transaction, we enclose:

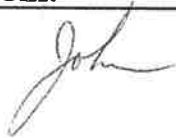
X Owners Policy No. 13 0031 60 001087
X Warranty Deed No. 431179

Thank you for giving us the opportunity to be of assistance to you.

AMERICAN LAND TITLE COMPANY, INC.

BY: JOHN

JA/lb

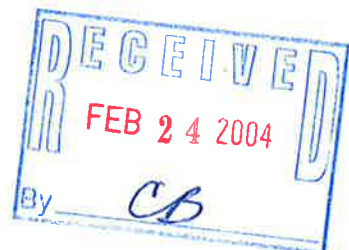


AMERICAN LAND TITLE CO.

JOHN D. ANDERSON
TITLE EXAMINER

167 W. BRIDGE

PHONE (208) 785-4573



POLICY OF TITLE INSURANCE

13 0031 60 001087

SECURITY UNION TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, SECURITY UNION TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued by:
AMERICAN LAND TITLE COMPANY
167 W. Bridge - P. O. Box 415
Blackfoot, ID 83221
(208) 785 - 4573
Fax No. (208) 785 - 2620

SECURITY UNION TITLE INSURANCE COMPANY

By:

Richard L. Polla
President

By:

Richard M. Leavin
Secretary



John P. Anderson
Authorized Signature

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants or warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Security Union Title Insurance Company
Claims Department
P.O. Box 2233
Los Angeles, California 90051

O W N E R S

SCHEDULE A

Office File Number	Policy Number	Date Of Policy	Amount Of Insurance	Premium Amount
3-17601-A	13 0031 60 001087	12/16/94 4:23 P.M.	\$ 110,000.00	\$ 583.00

1. Name Of Insured:

ELDRO B. PRATT and BONNIE J. PRATT

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in land is vested in:

ELDRO B. PRATT and BONNIE J. PRATT, husband and wife

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

N/A

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follow:

Township 3 South, Range 39 East, Boise Meridian, Bingham County, Idaho;

Section 26: S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 27: SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

This Policy valid only if Schedule B is attached.

OWNERS

SCHEDULE B

Policy Number: 13 0031 60 001087

Exceptions From Coverage

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary lines disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. General taxes for the year 1994, which are a lien, payable on the fourth Monday in November of said year. Liability for added assessments and subsequent tax billing, if any, pursuant to Idaho Code Section 63-403 and 63-203.
2. The Terms and Provisions contained in those certain UNRECORDED OIL AND GAS LEASES, both dated May 1, 1977, as disclosed in the Assignment of Overriding Royalty Interests recorded March 5, 1980, as Instrument No. 263499.
3. The Terms and Provisions contained in that certain PATENT, recorded OCTOBER 17, 1919, as Instrument No. 4635. (covers NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34)
4. The Terms and Provisions contained in that certain PATENT, recorded JULY 19, 1939, in Book 45 at Page 454. (covers SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34; W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 35)
5. The Terms and Provisions contained in that certain PATENT, recorded JANUARY 27, 1920, as Instrument No. 22407. (covers S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 26; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34)
6. The Terms and Provisions contained in that certain PATENT, recorded FEBRUARY 8, 1932, as Instrument No. 3987. (covers N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 26; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27).

(Continued)

OWNERS

SCHEDULE B - Continued

Policy Number: 13 0031 60 001087

7. The Terms and Provisions contained in that certain PATENT, recorded December 5, 1994, as Instrument No. 430927, as follows.
Excepting and reserving, however, to the United States all the phosphate in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 stat., 509). (covers NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 34)
8. Notwithstanding Paragraph 4 of the insuring clauses of the policy(ies) to be issued, the policy(ies) will not insure against loss arising by reason of any lack of a right of access.

Warranty Deed

For Value Received

JEFF C. NAUMAN AND BRENDA S. NAUMAN, HUSBAND AND WIFE.

the grantor, do hereby grant, bargain, sell and convey unto

ELDR0 B. PRATT AND BONNIE J. PRATT, HUSBAND AND WIFE.

whose current address is

225 N. 40Q E., BLACKFOOT, ID 83221

the grantee, the following described premises, in BINGHAM County Idaho, to wit:

Township 3 South, Range 39 East, Boise Meridian, Bingham County, Idaho;
 Section 26: S $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 27: SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, 100.
 Section 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, ~~NE $\frac{1}{4}$ SW $\frac{1}{4}$~~ NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 35: W $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Including all pertinent water, oil, gas and mineral rights.

0588201

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances except matters of public record

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

Dated: December 15, 1994

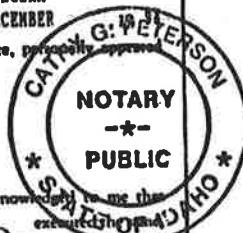
Jeff C. Nauman
 JEFF C. NAUMAN

Brenda S. Nauman
 BRENDA S. NAUMAN

STATE OF IDAHO, COUNTY OF BINGHAM
 On this 15th day of DECEMBER
 before me, a notary public in and for said State, personally appeared

JEFF C. NAUMAN
 BRENDA S. NAUMAN

known to me to be the person whose name
 subscribed to the within instrument, and acknowledged to me that
 executed the same



Cathy G. Peterson
 Notary Public
 Blackfoot, Idaho

Residing at
 Comm. Expires 03/07/00

RECORDED AT THE REQUEST OF
 94 DEC 16 PM 4 23
 200 DEP 214
 LINCOLN COUNTY RECORDER
 BLACKFOOT, IDAHO

American Land Title Co.

431179

...a payment under this policy to the insured owner.

...and all other provisions shall remain in full force and effect.

12. PAYMENT OF LOSS

(a) No payment shall be made without production of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

17. NOTICES, WHERE

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Security Union Title Insurance Company
Claims Department
P.O. Box 2233

Warranty Deed

431179

For Value Received

JEFF C. NAUMAN AND BRENDA S. NAUMAN, HUSBAND AND WIFE.

the grantor, do hereby grant, bargain, sell and convey unto

ELDRO B. PRATT AND BONNIE J. PRATT, HUSBAND AND WIFE.

whose current address is

225 N. 400 E., BLACKFOOT, ID 83221

the grantee, the following described premises, in

BINGHAM

County Idaho, to wit:

Township 3 South, Range 39 East, Boise Meridian, Bingham County, Idaho;

Section 26: S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Section 27: SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, (NE $\frac{1}{4}$ NE $\frac{1}{4}$)

Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Including all pertinent water, oil, gas and mineral rights.

0007752

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances except matters of public record

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

Dated: December 15, 1994

Jeff C. Nauman
JEFF C. NAUMAN

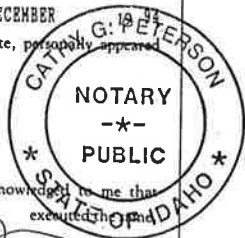
Brenda S. Nauman
BRENDA S. NAUMAN

STATE OF IDAHO, COUNTY OF BINGHAM
On this 15th day of DECEMBER

before me, a notary public in and for said State, personally appeared

JEFF C. NAUMAN
BRENDA S. NAUMAN

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that
executed the same



Notary Public
Idaho

Residing at BLACKFOOT
Comm. Expires 03/02/00

American Land Title Co.

RECORDED AT THE REQUEST OF

94 DEC 16 PM 4 23

FEE 3.00 DEP 2.14

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

Furnished by the AMERICAN LAND TITLE COMPANY, INC.

431179

3-17601-A

Warranty Deed

431179

For Value Received

JEFF C. NAUMAN AND BRENDA S. NAUMAN, HUSBAND AND WIFE.

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whose current address is

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Section 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Including all pertinent water, oil, gas and mineral rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances except matters of public record

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

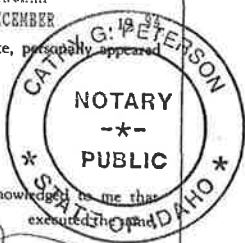
Dated: December 15, 1994

Jeff C. Nauman
JEFF C. NAUMAN

Brenda S. Nauman
BRENDA S. NAUMAN

STATE OF IDAHO, COUNTY OF BINGHAM
On this 15th day of DECEMBER
before me, a notary public in and for said State, personally appeared
JEFF C. NAUMAN
BRENDA S. NAUMAN

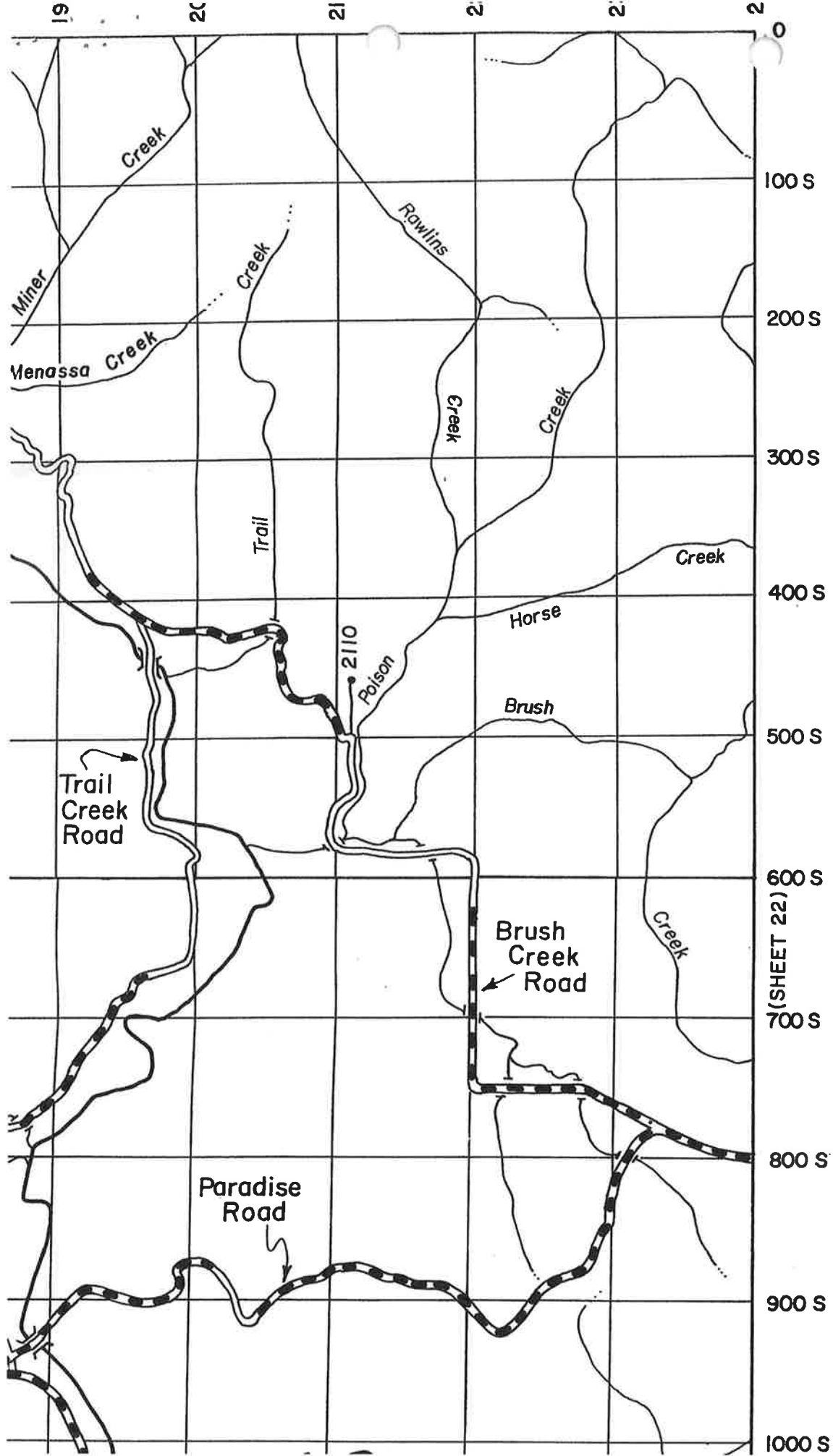
known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that
executed the same
Cathy G. Peterson
Notary Public
Residing at BLACKFOOT, Idaho
Comm. Expires 03/02/00



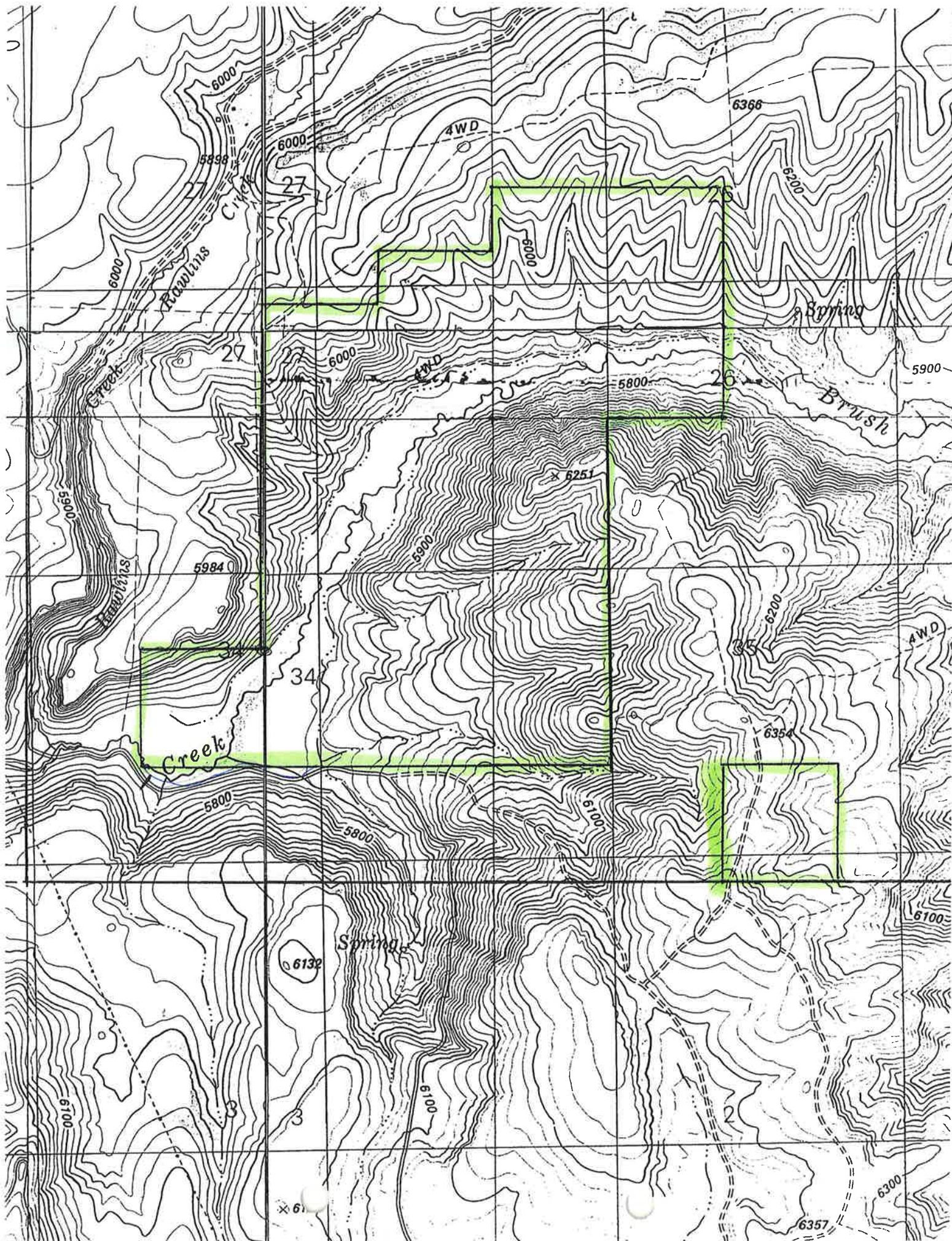
RECORDED AT THE REQUEST OF
94 DEC 16 PM 4 23
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
REC 300 DEP 214
American Land Title Co.

431179

Furnished by the AMERICAN LAND TITLE COMPANY, INC.



T. 3 & 4 S.,
R. 38 & 39 E.



BLASER, SORENSEN & HANSEN, CHARTERED
 Attorneys at Law
 P.O. Box 1047
 285 N.W. Main
 Blackfoot, Idaho 83221
 (208) 785-4700

Page: 1
 02/28/95
 ACCOUNT NO: 555-00M
 STATEMENT NO: 3

Eldro Pratt
 225 North 400 East
 Blackfoot ID 83221

Real Estate/12-94

02/01/95	Client consultation, Review Estate Papers, preparation of Deeds (6)	2.00	
	Stephen J. Blaser	2.00	
	FOR CURRENT SERVICES RENDERED	2.00	200.00
02/21/95	Recording fees - Bingham County	6.00	
02/21/95	Recording fees - Bonneville County	6.00	
	TOTAL EXPENSES	12.00	
	TOTAL CURRENT WORK		212.00
	BALANCE DUE		\$212.00

3/9/95
 Paid
 #2144

This invoice includes a FINANCE CHARGE of 1% per month on past due balances. ANNUAL PERCENTAGE RATE is 12%.



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

February 19, 2004

Gary Pratt
486 E. Weeding Lane
Blackfoot, ID 83221

Re: Snake River Basin Adjudication (SRBA)
Notice of Claims 27-56 and 27-10728

Subject: Ownership change and change in point of diversion/source

Response Date: March 15, 2004

Dear Claimant(s):

Per our discussion to that you are the current owner of the property and water right referenced above. Before we can modify our records to reflect your ownership of the property and water right referenced above, we need Form 42-248/42-1409(6) completed and returned to the Soda Springs Satellite office. I have enclosed this form for your use and copies of the Notices of Claim.

Since this water right claim is not yet partially decreed, there is no filing fee due. We expect the Court to issue partial decrees in the near future, so please submit the ownership change soon.

The other thing that we also discussed is the change in source and point of diversions under claim number 27-10728. When was this change made? We will need the same documentation on this claim that is required on claim 27-56.

Please feel free to call me at 547-3993 if you have any questions.

Respectfully,

**Cindy E. Bird
Adjudication Bureau**

CEB/

Enclosures:

**Form 42-248/42-1409(6)
Copies of Notice of Claim 27-10728**

Notes

3/3/04 Amend claim to match spatial map. Send to Mary Pratt for signature. The POD on garden creek was added ~~pro~~ before 1941 according to the affidavit from Louis Hansen & William Hall. CB.

Notes

9/24/03. decreed source is Brush Creek.
No other claims have been identified
under 27-56.

2/17/04 need a letter to find out when the POD/Source
was changed.

2/19/04 Gary Pratt called. He and his son
was gifted this property upon the death
of his father Eldro Pratt. His mother is
still alive. Gary will get a hold of a previous
owner and have him write an affidavit
about the change in POD/Source.

Also, I mailed an ownership change form
to Gary to change the ownership response
date 3/15/04 CB

2/24/04 Gary Pratt + his wife stopped
by the office to see what information
I needed to resolve the issues.

For this right I need to know when
the point of division from Garden
Creek was added. Brush Creek (E. FRK)
is the decreed source. They have an
older gentleman that leased the property
around the 1940's that can provide an
affidavit for the change.

The 1979-1988 watermaster reports show delivery
to Gene Rishel (previous owner) on 27-56, 23 from
Brush Creek.

Rec'd Ownership change documents.



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

February 17, 2004

Eldro B. Pratt
Bonnie J. Pratt
225 N. 4000 E.
Blackfoot, ID 83221

*2/19/04
Gary Pratt
484 E Weeding Ln.
Blackfoot 83221*

Ref: Snake River Basin Adjudication (SRBA)
Claim 27-56

Subject: Change in source and point of diversion (POD)

RESPONSE DATE: MARCH 9TH, 2003

Dear claimants:

IDWR's initial investigation of the Notice of Claim listed about indicates that there has been a change in the source. The decreed source is Brush Creek. In the above referenced claim you claimed a point of diversion in the SESE of section 34, township 3 south, range 39 east from Garden Creek.

A water right owner who has made a change in use 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 change meets certain requirements. One of those requirements is that the changes not result in injury to other water rights, or that the change be conditioned to prevent injury to other water rights.

Before IDWR may recommend your claim, **you must provide IDWR with the date the change was made and some evidence tending to support that date.** If the change was made before November 19, 1987, then the date provided must include the month, day and year. If the change was made after November 19, 1987, then a specific date is not necessary, and the evidence need only support that the change occurred sometime after November 19, 1987.

This office must receive your response by the response date shown above. If not response is received, then you claim to water from Garden Creek in the SESE of section 34, township 3 south, range 39 east will not be recommended to be decreed.

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

Respectfully,

Cindy E. Bird
Adjudication Bureau

Enclosure: Copy of the Notice of Claim 27-56.

No. 3987

Blackfoot 039959

THE UNITED STATES OF AMERICA

To All to Whom These Presents Shall Come—GREETING:

WHEREAS, A certificate of the Register of the Land Office at Blackfoot, Idaho has been deposited in the General Land Office whereby it appears that, pursuant to the Act of Congress of May 30, 1902, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Victor K. Frandsen has been established and duly consummated, in conformity to law, for the north half of the southwest quarter of Section twenty-six and the north half of the southeast quarter and the southwest quarter of the southeast quarter of Section twenty-seven in Township three south of Range thirty-nine east of the Boise Meridian, Idaho, containing two hundred acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

NOW, KNOW YE, That there is, therefore, granted by the United States unto the said Claimant the tract of land above described;

TO HAVE AND TO HOLD THE SAID TRACT OF LAND, with the appurtenances thereof, unto the said Claimant and to the heirs and assigns of the said Claimant forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Herbert Hoover

President of the United States

of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereto affixed.

Given under my hand, at the City of Washington, the twelfth day of February in the year of our Lord one thousand nine hundred and thirty-one and of the Independence of the United States the one hundred and fifty-fifth

BY THE PRESIDENT: Herbert Hoover

By Louie E. Dietz Secretary.

Recorded Patent Number 1643977

Emma L. Warren

Recorder of the General Land Office.

Recorded at the request of Victor K. Frandsen, Sep. 8, 1932 at 3:40'clock P.M.

By Paul H. Starnes Deputy.

F. B. Dance Recorder.

Blackfoot
DEE407

THE UNITED STATES OF AMERICA

To All to Whom These Presents Shall Come—GREETING:

WHEREAS, A certificate of the Register of the Land Office at Blackfoot, Idaho has been deposited in the General Land Office whereby it appears that, pursuant to the Act of Congress of May 30, 1902, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

Elmo Whiting—

has been established and duly consummated, in conformity to law, for the

South half of the southwest quarter of Section Twenty-six the southeast quarter of the southeast quarter of Section twenty-seven, and the northeast quarter of the northeast quarter of Section thirty-four in Township three South of range thirty nine east of the Boise Meridian, Idaho, containing one hundred sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

NOW, KNOW YE, That there is, therefore, granted by the United States unto the said Claimant the tract of land above described:

TO HAVE AND TO HOLD THE SAID TRACT OF LAND, with the appurtenances thereof, unto the said Claimant and to the heirs and assigns of the said Claimant forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

Excepting and reserving, also, to the United States all the phosphate in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

IN TESTIMONY WHEREOF, I, Woodrow Wilson,

President of the United States

of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

in the District of Columbia

Given under my hand, at the City of Washington, this

Fourth

day of

December

in the year of our Lord one thousand nine

hundred and nineteen

and of the Independence of the United States

the one hundred and forty-fourth

BY THE PRESIDENT: Woodrow Wilson

By M. P. LeRoy

Secretary.

Recorded Patent Number 722846

L. Q. C. Lamar

Recorder of the General Land Office.

Recorded at the request of Guy Stevens Jan 27, 1920

A. D. 1921, at 4:15 o'clock P. M.

By Margaret Haid Deputy.

F. M. Fisher,

Recorder.



Blackfoot 045004

July 19, 1939

THE UNITED STATES OF AMERICA

To All to Whom These Presents Shall Come—GREETING:

WHEREAS, A certificate of the Register of the Land Office at Blackfoot, Idaho has been deposited in the General Land Office whereby it appears that, pursuant to the Act of Congress of May 30, 1908, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Frank L. Hansen has been established and duly consummated, in conformity to law, for the west half of the northwest quarter, the northeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section thirty-five and the southeast quarter of the northeast quarter and the northeast quarter of the southwest quarter of Section thirty-four the Township three south of Range thirty-nine east of the Boise Meridian, Idaho, containing two hundred forty acres,

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

NOW, KNOW YE, That there is, therefore, granted by the United States unto the said Claimant the tract of land above described:

TO HAVE AND TO HOLD THE SAID TRACT OF LAND, with the appurtenances thereof, unto the said Claimant and to the heirs and assigns of the said Claimant forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, I, FRANKLIN D. ROOSEVELT, President of the United States

of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereto affixed.

Given under my hand, at the City of Washington, the TWENTIETH day of JUNE in the year of our Lord one thousand nine hundred and thirty nine and of the Independence of the United States the one hundred and SIXTY-THIRD.

BY THE PRESIDENT:

FRANKLIN D. ROOSEVELT

By Jedna Kavanagh Secretary.

C. Adams Whyte

Recorder of the General Land Office.

Recorded Patent Number 1103267

Recorded at the request of Frank Hansen, July 19, 1939

A. D. 1939 at 9:10'clock A.M.

By Amo Deputy.

Jno. H. Falk

Recorder.

official seal at Shelley, Idaho the day and year in this certificate first above written.

Francois M. Davis

Res. Shelley, Ida Notary Public.

Seal.

My commission expires April 5, 1919.

Recorded at the request of Lawrence Bice Oct 15, 1919 at 3:40 P. M.

F. M. Fisher, Recorder.

By Wm. H. Fisher Deputy.

No. 4635

PATENT

BLACKFOOT 04658

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come Greeting:

Whereas, a Certificate of the Register of the Land Office at Blackfoot, Idaho has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant Elizabeth Shannon, Assignee of John J. Heaton, according to the provisions of the Act of Congress of April 24, 1820 entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the Northwest quarter of the south east quarter and the west half of the northeast quarter of Section 23 thirty-four in Township three south of Range thirty-nine east of the Boise Meridian, Idaho containing one hundred twenty acres. according to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor-General;

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, Has Given and Granted, and by these presents Does Give and Grant, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Woodrow Wilson President of the United States of America, has caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed. Given under my hand, at the City of Washington, the Twentieth day of January in the year of our Lord one thousand nine hundred and fifteen and of the Independence of the United States the one hundred and Thirty-ninth

By the President; Woodrow Wilson

By M. P. LeRoy Secretary.

John O'Connell

Acting Recorder of the General Land Office.

Seal.

Recorded; Patent Number 454715

Recorded at the request of Henry Dunn Oct 17 1919 at 2:12 P. M.

F. M. Fisher, Recorder

By Wm. H. Fisher Deputy

The United States of America,

430927

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Registrar of the Land Office at **Blackfoot, Idaho,**
has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant
Jane Heaton

according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the
sale of the Public Lands" and the acts supplemental thereto, for the **northeast quarter of the south-
west quarter of Section thirty-four in Township three south of Range thirty-
nine east of the Boise Meridian, Idaho, containing forty acres.**

RECORDED AT THE REQUEST OF

94 DEC 5 PM 3 25

30 DEP

BLINCHAM COUNTY RECORDER
BLACKFOOT, IDAHO

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of
Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said
claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the
rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and
assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other
purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local
customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals
constructed by the authority of the United States.

Excepting and reserving, however, to the United
States all the phosphate in the lands so patented, and to it, or persons
authorized by it, the right to prospect for, mine, and remove such deposits
from the same upon compliance with the conditions and subject to the provisions
and limitations of the Act of July 17, 1914 (38 Stat., 509).

IN TESTIMONY WHEREOF, I, **Woodrow Wilson**

430927

President of the United States of America, have caused these letters to be made
Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **TWENTY-THIRD**

day of **AUGUST** in the year of our Lord one thousand

nine hundred and **FIFTEEN** and of the Independence of the

United States the one hundred and **FORTIETH.**

By the President:

Woodrow Wilson

By

M. K. Gulick, Assistant

Secretary.

L. L. C. Lamm
Registrar of the General Land Office

CERTIFIED
to be a true copy of a document on
file in the Idaho State Office

NOV 28 1994

Diane Hartman
BUREAU OF LAND MANAGEMENT

STATE OF IDAHO,)
 : ss.
County of Bingham.)

AFFIDAVIT OF USER

William M. Hall, being first duly sworn on oath deposes and says that he is a resident of Blackfoot, Bingham County, Idaho, and a citizen of the United States of America over the age of twenty-one years, that he is the present watermaster of District No. 34 of the Blackfoot River and has been such watermaster continuously since the year 1944, that he is familiar with the decreed water rights under his management as watermaster and that two and five tenths (2.5) second feet of water (125 inches) decreed to George Heaton from the East Fork of Brush Creek with priority of May 1st, 1888 has been available for use to irrigate meadow land on what has been known for years as the old Brush Creek Ranch once owned by George W. Dunn and later owned by Ben D. Hansen and that such water has been so used during the time affiant has been watermaster and such water has to the knowledge of affiant been used and available for use on the Brush Creek Ranch for a period of upwards of fifty years.

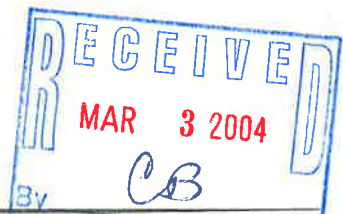
William M. Hall

Subscribed and sworn to before me this 9th day of October, 1958
at Blackfoot, Bingham County, Idaho.

(SEAL)

My commission expires
February 29, 1960

E. J. Dorn
Notary Public for State of Idaho;
Residing at Blackfoot, Idaho



STATE OF IDAHO

AFFIDAVIT OF USER

COUNTY OF BINGHAM

Lorin Hansen, states he is a resident at 603 N. 900 E. Firth, Bingham County, Idaho, and a citizen of the United States of America and is eighty nine years of age. He also states that he leased the land known as the Brush Creek place from Frank L. Hansen during the years 1941 thru 1945 during which time he irrigated the meadow ground on said land. At that time he diverted water from two points on Brush Creek and also a point on Garden Creek. He also states that those points of diversion have been in use for as long as he can remember before and after his lease of that land. The legal description of the Brush Creek place is as follows, to-wit:

Township 3 South, Range 39 East, Boise Meridian, Bingham County, Idaho;

Section 26: S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Section 27: SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$,
NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

The Brush Creek place currently belongs to Gary Pratt and/ or Mark Pratt both residents of Blackfoot, Bingham County, Idaho.

Subscribed and sworn to before me this 2nd day of March, 2004 at Firth, Bingham
County, Idaho.

Lorin S. Hansen



Kathryn L. Christianson
Notary Public for State of Idaho;
Residing at Blackfoot, Idaho

My commission expires
12/28/09

OWNER OR DITCH	WATER RIGHT IDENT. NO.	DESCRIPTION OF LAND		
		Subdivision	Sec.	Twp. Rge.
<u>BLACKFOOT RIVER</u>				
1. Circle 2 Bar Ranch	27-2018			
2. Don Esplin	27-004			
3. Barlow Cook	27-001-002-003-004-005 Blkf. Irrig.			
4. Arvel Fieldin	27-004-013			
5. Vin Reid	27-004-014-021-022-029			
6. Fred Reid	27-004-014-021-022-029			
7. Wallace Reid	27-004-014-021-022-029			
8. Everett Lyon	27-023-029			
9. James Mattson	Blackfoot Irrigation			
10. Marion Walker	27-016			
11. Pat Taney	27-029			
12. Lloyd W. Young	27-029			
13. Joe Oleson	27-4077			
<u>EASTERN IDAHO WATER CO.</u>				
14. Leah Jones, Sec.	27-022-035			
<u>FOX & WHITTEN WATER</u>				
15. Rex Hale	27-004			
16. Gary Pratt	27-004			
17. Fred Poindexter	27-023			
18. Neal Powell	27-004			
19. Mark Pratt	27-004			
20. Francis Whitten	27-012			
21. Adrian Young	27-023			
22. Merrill Packer	27-004			
<u>HANSEN DITCH</u>				
23. Lambert Produce	27-004-013 Blackfoot Irrig.			
<u>LITTLE BUTTE CANAL CO.</u>				
24. LeRoy Howell, Sec.	27-022-035-038-039-040-041			
<u>MINERS DITCH CO.</u>				
25. Eloise Hamilton, Sec.	27-003-004-017-020-022-029 Corbett Slough Blkf. Irrig.			
<u>STEVENS DITCH</u>				
26. Dean Shipley	27-012			
27. Harvey Coffman	27-027			
28. O.E. Cook	27-004			
29. Gordon Durney	27-027			
30. Dan Daniels	27-027			
31. Cordell Stewart	27-027			
32. Darwin Thompson	27-027			
33. Norman Wright	27-027-023			
<u>CENTRAL DITCH CO.</u>				
34. Stan McDaniels, Sec.	27-004-025-027-037 Blkft. Irrig.			
<u>RIVERTON DITCH CO.</u>				
35. Lola Dawn Hernandez, Sec.	27-003-004-022-023-026-037 Blkf. Irrig.			
<u>SMITH MAXWELL DITCH CO.</u>				
36. Layne Hamilton, Sec.	Smith Maxwell			
<u>GRAVE CREEK</u>				
37. Walt Hamilton	27-7129			
38. Chesterfield Ln. & Lvstk.	27-4016			
<u>RAWLINS CREEK</u>				
39. NEIL BITHELL	27-023			
40. Joe Oleson	27-4079			
41. Dennis Frandsen	27-049			
<u>BRUSH CREEK</u>				
42. Gene Rishel	27-023-056			
<u>MINER CREEK</u>				
43. Earl Hunter	27-022			
<u>CEDAR CREEK</u>				
44. Ron Jensen	27-047-055			
45. Lloyd Stolworthy	27-054			
<u>WOLVERINE</u>				
46. Cox Enterprise	27-050-051-0404-022-035-016-029			
47. Lloyd Stolworthy	27-051			
<u>SAND CREEK</u>				
48. Vera P. Belnap	Sand Creek			
49. Basil Poulson	Sand Creek			
50. Bruce Bradshaw	Sand Creek			
51. Florian Wernett	Sand Creek			

1979-1988 Reports

1979-1988 Reports

1988

SCANNED

Log for claim 27-00056

Spatial Dynamics LTD

11/28/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03s39e	26	SWSW	3	7	
03s39e	26	SESW	4	5.2	
03s39e	27	SESE	5	10	
03s39e	34	NENE	13	12	
03s39e	34	NWNE	6	8.8	
03s39e	34	SWNE	13	15	
03s39e	34	NESW	10	12	
03s39e	34	NWSE	22	19	
03s39e	34	SWSE	2	1.9	
Totals:			78	90.9	

JANUARY 23, 1995

ELDRO B PRATT
225 N 400 E
BLACKFOOT ID 83221

RE: CHANGE IN OWNERSHIP FOR A27-00056 AND A27-10728

Dear Mr. Pratt:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed are typed Notices with your name shown as the current owner. 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 these Notices for your records.

Respectfully submitted,


Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

MICROFILMED
NOV 13 1995



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: 15 Dec 1994

LEGAL DESCRIPTION OF PROPERTY: Township 3 S Range 39 E
Section 26, 27, 34, 35 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: A27-10056 / A27-10728

☐ Name and Address of Former Owner/Claimant(s)(Seller): Jeff C Nauman & Brenda S Nauman

☐ New Owner/Claimant (Purchaser): Eldro E. & Bonnie J Pratt

☐ New Mailing Address: 225 N. 400E
Blackfoot Idaho 83221

☐ New Telephone Number: (208) 785-2044

☐ 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:

☐ Attach proof of ownership, describe proof attached: Warranty Deed

(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): Eldro E Pratt Date 1/11/95

Bonnie J. Pratt Date 1/11/95

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

1-23-95: There is no trading from Riedel to Nauman. EC says ok to x/p. /o

MICROFILMED

NOV 13 1996

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



ROCKY MOUNTAIN ACCOMMODATORS, INC.

725 SOUTH WOODRUFF • P.O. BOX 1895 • IDAHO FALLS, ID 83403-1895 • OFFICE (208) 524-1949 • FAX (208) 523-1406
124 EAST MAIN STREET • REXBURG, ID 83440-1997 • OFFICE (208) 356-3685 • FAX (208) 356-3689

NOTICE OF ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT

December 14, 1994

Eldro B. and Bonnie J. Pratt
225 North 400 East
Blackfoot, ID 83221

Dear Mr. and Mrs. Pratt:

You are hereby notified that the Seller under the Real Estate Purchase and Sale Agreement, between Eldro B. and Bonnie J. Pratt, Purchaser and Jeffrey C. and Brenda S. Nauman, Seller has assigned to the undersigned all of Seller's rights, obligations and duties under said agreement, and the undersigned, as Assignee, has accepted said assignment and agrees to be bound by all of Seller's obligations thereunder.

ROCKY MOUNTAIN ACCOMMODATORS, INC.


Grace H. Ruiz, Secretary

ACKNOWLEDGED BY:

[Faint stamp: RECEIVED]
NOV 13 1994

I **HEREBY CERTIFY** that I delivered a copy of this Notice of Assignment to the Purchaser on _____, 19____.

Cathy Peterson
American Land Title Company

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: A27-00056
Date Received: 5/22/1989
Receipt No: E007752
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ELDRO B PRATT
Address: 225 N 4000 E
BLACKFOOT ID

208-785-2044

83221

AND/OR

Name: BONNIE J PRATT
Address: 225 N 4000 E
BLACKFOOT ID

208-785-2044

83221

2. Date of Priority: MAY 1, 1888

3. Source: BRUSH CREEK, EAST FORK
GARDEN CREEK

Trib. to: BLACKFOOT RIVER
BRUSH CREEK, EAST FORK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03S	39E	26	SW	SE			BINGHAM
		34	NE	NE			BINGHAM
			SE	SE			BINGHAM

5. Description of diverting works:
WOODEN HEADGATES WITH FLASH BOARDS, OPEN DITCH.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	07/01	2.500		

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

A.F.A.

8. Total consumptive use is

203.0 Acre Feet Per Annum.

9. Non-irrigation uses:

NOV 13 1996

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	39E	26	SW	SW		IRR	3.2
			SE	SW		IRR	4.0
			Section Acres				7.2
		27	SE	SE		IRR	5.2
			Section Acres				5.2
		34	NE	NE		IRR	13.6
			NW	NE		IRR	6.4
			SW	NE		IRR	13.6
			NE	SW		IRR	10.0
			NW	SE		IRR	22.8
			SW	SE		IRR	2.4
			Section Acres				68.8
			Total Acres				81.2

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:
A27-10728

14. Remarks:
THE HEADGATE IN THE SE1/4SE1/4 SEC. 34 DIVERTS WATER FROM
GARDEN CREEK INTO A DITCH THAT RUNS INTO ONE OF THE DITCHES
CARRYING WATER FROM BRUSH CREEK.
CHANGED OWNERSHIP 1/23/95/JT/GT

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

Decree Plaintiff

vs

Decree Defendant

MICROFILMED
NOV 13 1995

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: A27-00056
Date Received: 5/22/1989
Receipt No: E007752
Received By: ENE

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOYCE W. RISHEL
Address: 1053 N. 500 E.
FIRTH, ID 83236 208-357-3086
2. Date of Priority: MAY 01, 1888
3. Source: BRUSH CREEK, EAST FORK Trib. to: BLACKFOOT RIVER
GARDEN CREEK BRUSH CREEK, EAST F

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	39E	26		SW	SE		BINGHAM
		34		NE	NE		BINGHAM
				SE	SE		BINGHAM

5. Description of diverting works:
WOODEN HEADGATES WITH FLASH BOARDS, OPEN DITCH.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	07/01	2.500		

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

8. Total consumptive use is 203.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	39E	26	SW	SW		IRR	3.2

A27-00056

Page 1

Date: 05/22/89

MICROFILMED

NOV 12 1992

A2700056



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	39E	26	SE	SW		IRR	4.0
						Section Acres	7.2
		27	SE	SE		IRR	5.2
						Section Acres	5.2
		34	NE	NE		IRR	13.6
			NW	NE		IRR	6.4
			SW	NE		IRR	13.6
			NE	SW		IRR	10.0
			NW	SE		IRR	22.8
			SW	SE		IRR	2.4
						Section Acres	68.8
						Total Acres	81.2

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:
A27-10728

14. Remarks:
THE HEADGATE IN THE SE1/4SE1/4 SEC. 34 DIVERTS WATER FROM GARDEN CREEK INTO A DITCH THAT RUNS INTO ONE OF THE DITCHES CARRYING WATER FROM BRUSH CREEK.

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

Decree Plaintiff

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

Number of attachments: 1

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): Jayce W. Riskel Date: 5-22-89
Date: _____

State of Idaho)
County of Boncuville) SS.

Subscribed and sworn (or affirmed) before me this 22 day

of May 19 89

Ernest Carlson
Notary Public

Seal

Residing at Elko Falls, ID.

My Commission Expires 6-14-1994.

R39E

111°52'30"

4 30000m. E.

Top 35. R9C 39E



A27-00056

A27-10728

MICROFILMED

NOV 12 1992