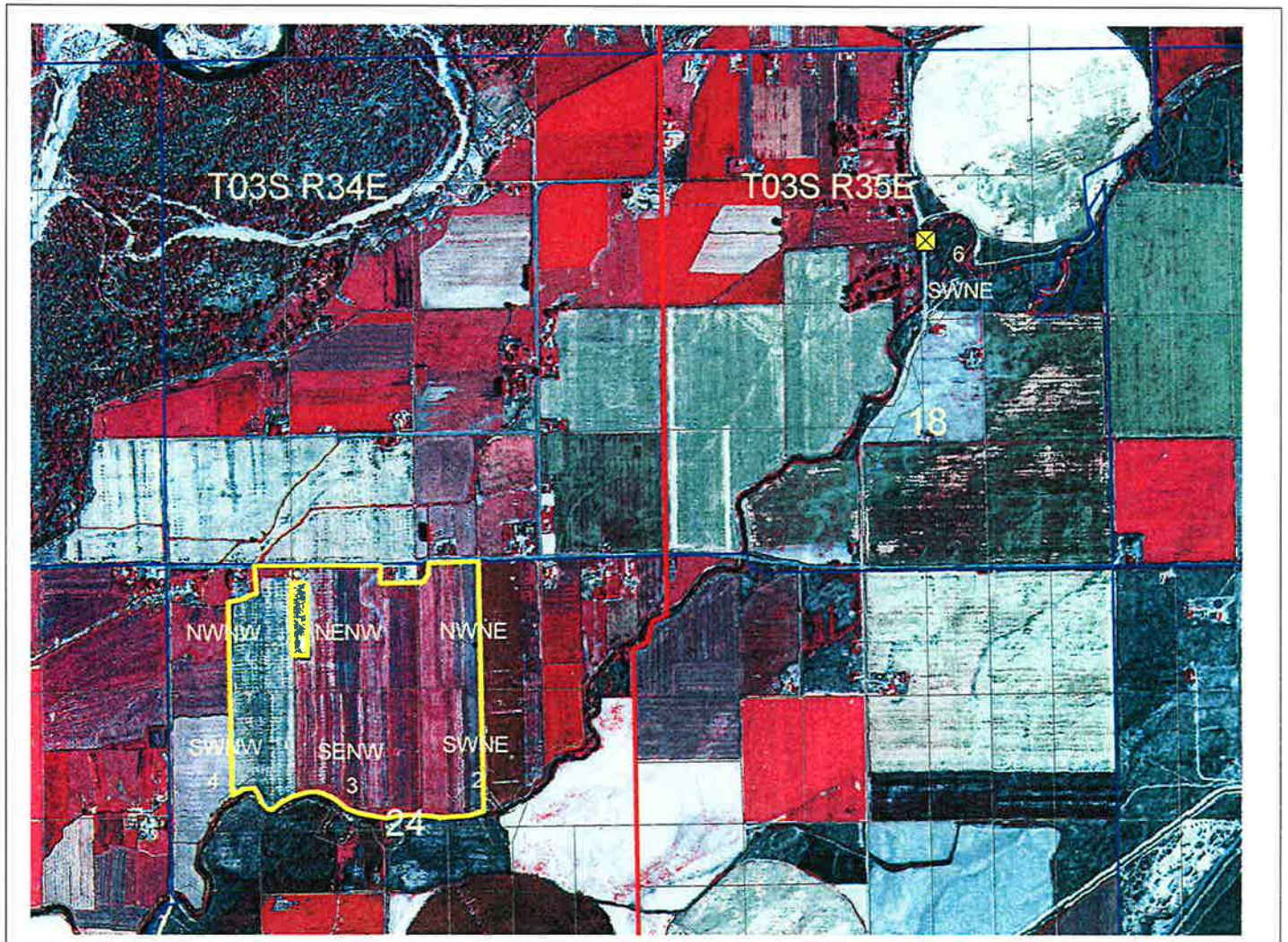

1

Department of Water Resources

Claim No.: 27-10292
27-12116

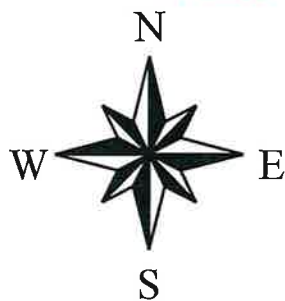


0 1320 2640 3960 5280 6600 Feet

PROFILED

SCANNED
MAY 17 2008

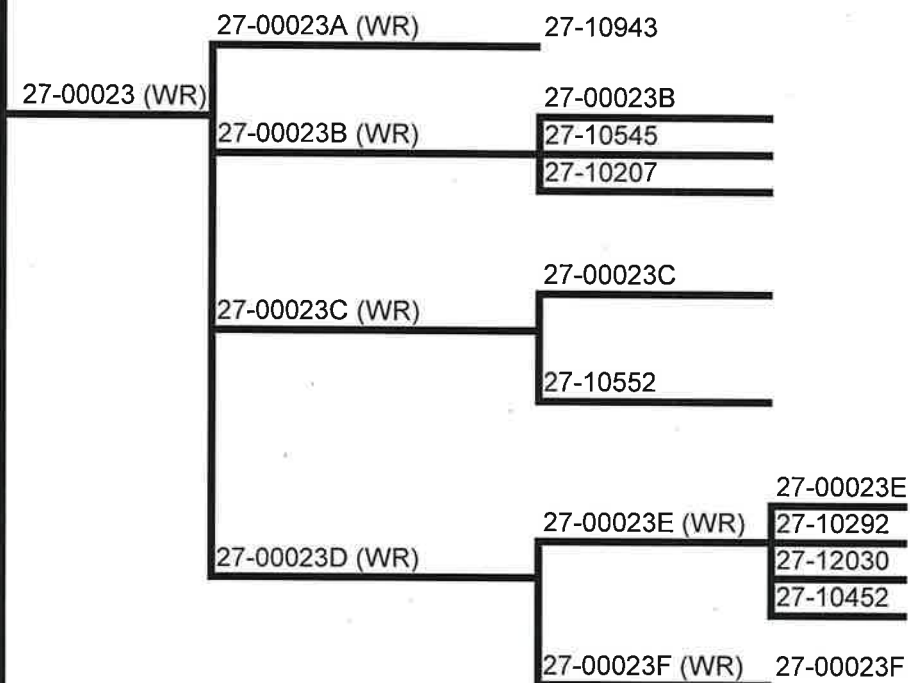
- ☒ Point of diversion
- Place of Use
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1992 Aerial Photography
Prepared by: E. Carlsen
Date: October 2005

PEDIGREE

PRIORITY DATE 03/25/1880



Water right #	Water right #	to adjudication claim #
27-00023	27-00023A	27-10943
	27-00023B	27-00023B
		27-10545
		27-10207
	27-00023C	27-00023D
		27-00023E
		27-10552
	27-00023D	27-00023A
	27-00023E	27-10943
		27-00023C
		27-10552
		27-10292
		27-12030
		27-10452
	27-00023F	27-00023F

PROFILED

SCANNED
MAY 17 2006

kmj 03/13/2006

03/10/2005

**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: 27-10292

Gary A. Wright
673 West 300 South
Blackfoot, ID 83221
Telephone Number: (208) 785-3434

Sonja J. Wright
673 West 300 South
Blackfoot, ID 83221
Telephone Number: (208) 785-3434

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:

RECEIVED
JUL 07 2005

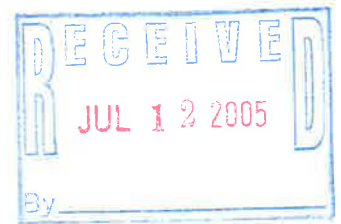
Department of Water Resources
Eastern Region

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

DATE: June 24-05 SIGNATURE: Gary A Wright

Please print your name: Gary a. Wright

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



KMJ
7/8



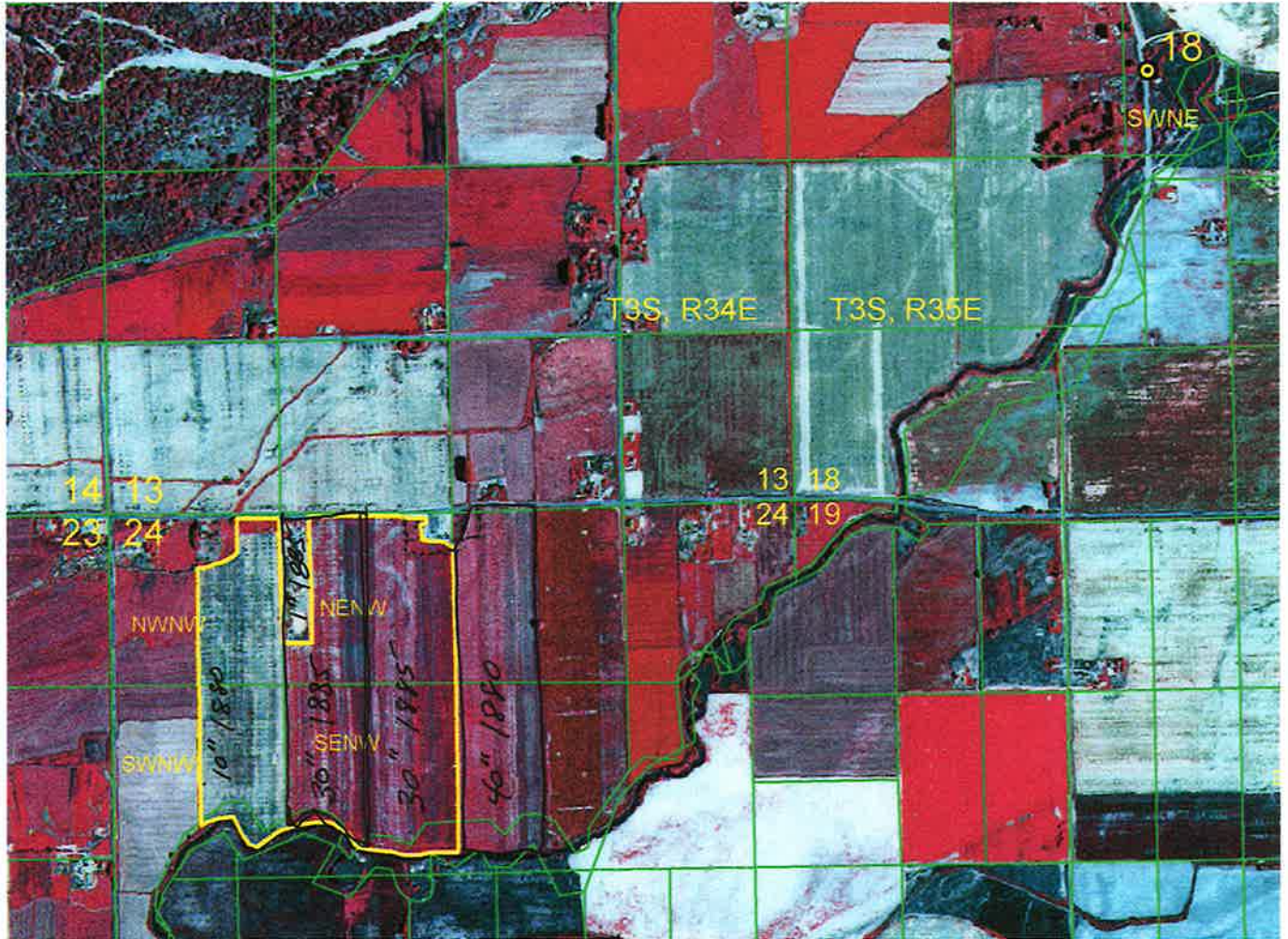
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-10292



1000 0 1000 2000 Feet

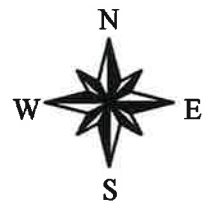
IRRIGATED ACRES 104.5

LEGEND

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

Place of Use: T3S, R34E:
(part of) Sec. 24, NW

Point(s) of Diversion: T3S, R35E
Sec. 18 SWNE, L-6.
RIVERTON DITCH



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: C. Bird
Date: March, 2005



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

April 8, 2004

Gary A. Wright
Sonja J. Wright
673 W. 300 S.
Blackfoot, ID 83221

REF: Snake River Basin Adjudication (SRBA)
Claims 27-10292 and 27-4V.

Subject: Correct the legal description of the POD.

RESPONSE DATE: APRIL 23, 2004

COPY

Dear Gary and Sonja,

IDWR is in the process of reviewing the basin 27 claims. In the process of reviewing your claims it does appear that the legal description of the point of diversion is incorrect. When the claims was originally filed in April of 1989 the point of diversion claimed was township 3 south, range 34 east, in section 18. This legal description is nowhere near the Blackfoot River. I have also included a copy of the aerial map submitted with the claims. The section location diagram that was included with this letter shows you that the range changes between the place of use in section 24 and point of diversion in section 18. It's correct that the place of use is located in range 34 east but the point of diversion should be in the range 35 east instead of section 34 east.

For your convenience, I've amended the above referenced Notice of claims to a Water Right and sent them to you for review. If you agree with the amended claims please sign them in front of a notary and return them to me by the above referenced response date. Otherwise, you can call me at my office in Soda Springs if you have any other questions. If the information is not returned to my office by the above response date then the originally claimed point of diversion will be recommended.

Respectfully,

Cindy E. Bird
Adjudication Bureau

Enclosure: Amended Notice of Claims 27-4V and 27-10292.
Copy of Aerial Map
Copy of section location diagram.

COPY

W. Yancey 1-51-04

Water Right No. 27-10292

Acil Wright agrees to sell his adjoining land to Gary Wright with 3/4 share of water in Eastern Idaho Water Company and 10 inches of the March 25, 1880 decreed water. Total water right is now: 60 inches 1885 decree, 10 inches of the 1880 and 3/4 share of Eastern Idaho Water.(12/1970)

FORM No. 700-CONTRACT-REAL ESTATE-Partial Payments (Individual or Corporate) (To be in-Lending State)

THIS CONTRACT, Made this _____ day of _____, 1970, between
ACIL M. WRIGHT and TRULY VELLA WRIGHT, husband and wife,
hereinafter called the seller,
and GARY A. WRIGHT and SONJA WRIGHT, husband and wife,
hereinafter called the buyer,
WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the
seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-
scribed lands and premises situated in _____ Bingham _____ County, State of _____ Idaho _____ to-wit:
The East-half of the Northwest Quarter of the Northwest Quarter and
the East-half of Lot Four in Section Twenty-four in Township Three
South of Range Thirty-four East of Boise Meridian in Idaho, EXCEPTING
THEREFROM, the following described property:
Beginning at the intersection of the West line of said E 1/2 NW1/4 NW1/4
and the South line of Riverton Road, said point being S 89°02'E along
the section line 662 feet and S 0°07' W along said West line 60.15 feet
from the _____ corner of said section 24; and running thence S 0°07' N
342.9 feet; thence N79°32'E 146.7 feet; thence N 67°35'E 168.5 feet;
thence W 4°38'W 252.2 feet to the South line of Riverton Road; thence
N 89°53'W along said South line 279 feet to the point of beginning;
together with 3/4 share in the Eastern Idaho Water Company and ten (10)
inches of the water right in Blackfoot River with priority date of
March 25, 1880,
for the sum of Twenty Thousand, Eight Hundred and no/100 Dollars (\$ 20,800.00.)
(hereinafter called the purchase price) on account of which Five Thousand and no/100 -
Dollars (\$ 5,000.00) is paid on the execution hereof (the receipt of which is
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
amounts as follows, to-wit: Fifteen (15) equal annual installments of One Thou-
sand Fifty-three and 34/100 (\$1,053.34) Dollars each, together with
interest on the unpaid balance at the rate of six (6%) per cent per
annum, the first such annual payment to be due and payable on the 15th
day of December, 1971, and a like payment each December 15th, until
paid in full.

The buyer warrants to and covenants with the seller that the real property described in this contract is
*(A) primarily for buyer's personal, family, household or agricultural purposes.
All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of _____ per
cent per annum from _____ date _____ until paid. Interest to be paid _____ annually _____ and _____
the minimum regular payments above required.

The buyer shall be entitled to possession of said lands on _____ December _____, 1970, and may retain such possession so long as
he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter
erected, in good condition and repair and will not suffer or permit any waste or stop thereon; that he will keep said premises free from encumbrances
and all other liens and will defend the seller therefrom and reimburse the seller for all costs and attorney's fees incurred by him in defending against any
such liens; that he will pay all taxes hereafter levied against said property, as well as all water, rent, public charges and municipal fees which here-
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become due; that at buyer's expense, he will
insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) on an amount
not less than \$ _____ in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer in
the event of loss; and all policies of insurance to be delivered to the seller as soon as insured. If the buyer shall fail to pay any
such loss, costs, water rent, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added
to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right to sue
the buyer for breach of contract.

The seller agrees that at his expense and within _____ 30 _____ days from the date hereof, he will furnish unto buyer a title insurance policy or
surety (in an amount equal to said purchase price) insurable title in and to said premises in the seller or as subsequent to the date of this contract,
and except the usual printed exceptions and the building and other restrictions and encumbrances now of record, if any. Seller also agrees that when
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying and
premises in fee simple unto the buyer, his heirs and assigns, free and clear of all encumbrances as of the date hereof and free and clear of all encumbrances
since said date placed, permitted or arising by, through or under seller, excepting, however, the said covenants and restrictions and the taxes, municipal
fees, water rent and public charges as assessed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.
And it is understood and agreed between said parties that time is of the essence of this contract, and in view the buyer shall fail to make the
payments above required, or any of them, punctually within ten days of the time limited thereby, or fail to keep any agreement contained, then
the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of
the purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,
all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall revert to and remain in the seller, and in the
event of re-entry, or any other act of said seller to be performed and without any right of the buyer to return, reclamation or compensation for money paid
or amount of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made, and in the
event of such default all payments hereunder made on this contract are to be returned by and to the seller, and the seller shall have the right immediately or at any time thereafter, to
premises up to the time of such default. And the seller, in case of such default, shall have the right immediately or at any time thereafter, to
enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances
thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect
his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any such
breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,800.00

In case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree
of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such
appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the signa-
ture provisions shall be taken to mean and include the plural, the feminine and the neuter, and that generally all grammatical changes shall
be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the
designated is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto
as _____ duly authorized thereto by order of its board of directors.

12 - -1970
See 2d
EYZNW NW
E 1/2 L-4

10"

COPY

RECEIVED
AUG 2 2004
By CB

W-34

Water Right No. 27-10292

Acil Wright deeds his property to Gary Wright, September 25, 1975.

9-25-1975

FURNISHED BY THE BINGHAM TITLE & TRUST CO.

WARRANTY DEED **204810**

For Value Received

ACIL M. WRIGHT and TRULY V. WRIGHT, husband and wife,

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

GARY A. WRIGHT and SONIA J. WRIGHT, husband and wife,

Route 3, Box 77, Blackfoot, Idaho 83221

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

Township 3 South, Range 34 E.S.M., Bingham County, Idaho

Section 24: E1/4NW1/4, E1/4 Lot 4, EXCEPT the right of way of Riverton Road, and ALSO EXCEPT, Beginning at the intersection of the West line of said E1/4NW1/4 and the S. line of Riverton Road, said point being S. 89°02' E. along the Section line 662 feet and S. 0°07' W. along said W. line 60.15 feet from the NW corner of said Section 24, and running thence S. 0°07' W. 342.9 feet, thence N. 79°32' E. 146.7 feet, thence N. 67°35' E. 168.5 feet, thence N. 4°38' W. 252.2 feet to the S. line of Riverton Road, thence N. 89°53' W. along said S. line 279 feet to the point of beginning.

Subject to Reservations in United States Patent, existing and recorded easements and rights of way, zoning and building ordinances, and taxes and assessments for 1975 as pro-rated between the parties.

204810
BINGHAM TITLE & TRUST CO.
OFFICIAL RECORD DEPT.
FILED
RECORDED AT REQUEST OF

'75 SEP 25 AM 11 59

BINGHAM TITLE & TRUST CO

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

Dated: September 17, 1975

Acil M. Wright
Truly V. Wright

Chagon
STATE OF IDAHO, COUNTY OF TWINNER
On this 23rd day of September, 1975,
before me, a notary public in and for said State, personally appeared

ACIL M. WRIGHT and TRULY V. WRIGHT,
husband and wife,

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

Billie C. Bruman
Notary Public
Residing at *Hauteville, Oregon, Idaho*
Comm. Expires *May 5, 1977*

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of

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

By _____ Ex-Officio Recorder
Deputy.

Fee \$ _____
Mail to: _____

COPY

RECEIVED
AUG 2 2004
CB

W-38

Water Right # 27-4V

9-30-1994

430735

WARRANTY DEED

For Value Received, the ALBERT L. BELL AND DAISY BELL TRUST through its Co-Trustees, Colleen Mainsworth, and Larry A. Bell, the Grantor, does hereby grant, bargain, sell, and convey unto GARY A. WRIGHT AND SONYA J. WRIGHT, husband and wife, of 673 West 300 South, Blackfoot, Idaho, the Grantees, the following described premises, to-wit:

That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 2 of Section 24, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, lying Westerly of the following described line:

Beginning at a point in the existing fence line that is South 89° 13' 51" West 1983.31 feet along the Section line from the NE corner of said section, and running thence South 0° 07' 37" West 2652.31 feet along said existing fence line to the North bank of Blackfoot River.

EXCEPTING Part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, described as: Beginning at the North 1/4 of said Section 24, and running thence N. 89°02'00" E. 319.18 feet, along the North line of said Section 24; thence S. 00°58'04" E. 204.71 feet; thence S. 89°02'00" W. 319.18 feet; thence N. 00°58'00" W. 204.71 feet to the Point of Beginning.

Together with water rights and ditch rights of way appurtenant thereto and used for the irrigation thereof and particularly 40 inches of waters of Blackfoot River as decreed to A. Whitten, et al., with priority of March 25, 1880, as decreed by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Bingham, in the case of Fred S. Stevens, et al., Plaintiffs, v. Eastern Idaho Water Company, et al., Defendants, the said Decree bearing date of priority of March 25, 1880, and entered at Boise, Idaho, in the records of the State Engineer in Volume 1, of the Decreed Water Rights, Page 31, and 40 shares of the capital stock of the Riverton Ditch Company, a corporation.

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises:

COPY

RECEIVED
AUG 30 2004
By UB

W-42

that said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 30th day of September, 1994.

ALBERT L. BELL AND DAISY BELL FAMILY TRUST:

By: Colleen Hainsworth
Colleen Hainsworth, Co-Trustee

STATE OF IDAHO)
County of Bonneville) ss:

On this 30th day of September, 1994, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Colleen Hainsworth, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same and in her capacity as Co-Trustee of the Albert L. Bell and Daisy Bell Trust.

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



Susana A. Cordova
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 6-3-99

Boise, Idaho
SEP 23 1994
150

COPY



W-42

Marvin Yancey 7-31-04

Water Right No. 27-10292

One of the earlier deeds is John Millick to George Wright. It includes all of the property of associated this Water Right plus some property owned by Marvin Yancey and the LDS Church (Farm). 1 share of Eastern Idaho water is detailed in this deed. Other water is acquired on later deeds. (1912)

WARRANTY DEED 295

No. 2565 BOOK NO. 21

This Indenture, Made the 14th day of February in the year of our Lord one thousand nine hundred and twelve, Between

John C. Millick and Gertrude Millick, husband and wife of the County of Bingham and State of Idaho the part 1st of the first part, and George Wright of the County of Bingham and State of Idaho the part 2nd of the second part,

WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of One DOLLARS, lawful money of the United States of America, to said part 2nd of the second part, the receipt whereof is hereby acknowledged, do hereby present grant, sell, bargain and convey and confirm unto the said part 2nd of the second part, and to his heirs and assigns forever, all the certain lot more or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The Lots numbered Three (3) and Four (4) and the North Half of the Northwest Quarter of Section Twenty-four (24) in Township Three (3) South, or Range Fifty-four East of the Boise Meridian, containing one hundred sixty and seven hundredths (160.07) acres.

Together with the ditches, ditch rights of way and water rights thereto appertaining and particularly One (1) share of the capital stock of the Eastern Idaho Water Company, a corporation

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2nd of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against the said part 1st of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part 1st of the first part has hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Lorenzo R. Thomas

John C. Millick (SEAL)
Gertrude Millick (SEAL)

STATE OF IDAHO,

County of Bingham

I DO HEREBY CERTIFY THAT, On this 14th day of February in the year of 1912 before me, Lorenzo R. Thomas, a Notary Public in and for said County and State, personally appeared John C. Millick and Gertrude Millick, husband and wife known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

My commission expires Feb. 25, 1915 Lorenzo R. Thomas Notary Public

Recorded at the request of Geo. Wright Feb. 14, 1912 at 2:30 P.M.

By J. T. Carruth Recorder
J. T. Carruth Deputy Recorder

2-14-1912

T3S, R34E
Sec. 24

L-3, L-4, N 1/2 NW

1-share E IWC

COPY

RECEIVED
AUG 2 2004
By LB

F-1

Water Right No. 27-10292

Arnold Wright is deeded 30" of 1885 water from A. Whitten. (1918)

WARRANTY DEED

Book No. 44

1-19-1918

THIS INDENTURE, Made the _____ day of _____ in the year of our Lord one thousand nine hundred and _____ between _____ of the County of _____ and State of _____ the part _____ of the first part, and _____ of the County of _____ and State of _____ the part _____ of the second part, WITNESSETH, That the said part _____ of the first part, for and in consideration of the sum of _____ DOLLARS, lawful money of the United States of America, to _____ in hand paid by the said part _____ of the second part, the receipt whereof is hereby acknowledged do by these presents grant, sell, bargain and convey and confirm unto the said part _____ of the second part, and to his heirs and assigns forever, all that _____ certain lot, piece _____ of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Thirty (30) inches of water of the Blackfoot River; being a part of that certain water right of the _____ and _____ of the date of June 1st, 1885, deeded to A. Whitten and Susan E. Whitten, and of the date of that certain water deeded as records of Bingham County, Idaho.

No 1. d. S. attached.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereunto incident, unto the said part _____ of the second part, and to his heirs and assigns forever, and the said part _____ of the first part, his heirs and assigns, against the said part _____ of the first part and _____ heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

W. H. Staffleleem, _____ A. Whitten, [Seal]
Susan E. Whitten, [Seal]
[Seal]
[Seal]

STATE OF IDAHO, _____
County of Bingham }
I DO HEREBY CERTIFY, That on this 19th day of January in the year 1918, before me _____ W. H. Staffleleem, a Notary Public, in and for said County and State, personally appeared _____ A. Whitten and Susan E. Whitten, his wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

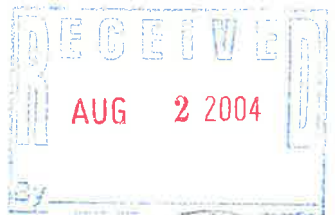
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, first above written (REAL) Seal the day and year in this certificate

My commission expires Nov. 18th, 1919-1921- _____ W. H. Staffleleem, Notary Public for Bingham County, Idaho, Blackfoot, Idaho.

Recorded at the request of Arnold Wright, Mar. 20, 1922, at 2:20 P.M. _____ F. W. Fisher, Recorder.

Recorder's Fee, \$ _____

COPY



F-9

Water Right No. 27-10292 (27-23)

George Wright is deeded 30" of 1885 water from A. Whitten. (1918)

WARRANTY DEED

NO. 11111 Book No. 44.

THIS INDENTURE, Made the 19th day of January, in the year of our Lord one thousand nine hundred and 1918, Between A. Whitten and Susan E. Whitten, of the County of Blaine and State of Idaho, the parties of the first part, and George Wright, of the County of Blaine and State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$0.50, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do by them presents grant, sell, bargain and convey unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Blaine and State of Idaho, and bounded and described as follows, to-wit:

Thirty (30) inches of water of the Blackfoot River, being a part of that certain water right of one thousand inches of the date of June 1st, 1885, deeded to A. Whitten and Susan E. Whitten, August 1st, 1891, in that certain water deeded as recorded in Judgment Book No. 1 at pages 107 to 110 of the records of Blaine County, Idaho.

No I. R. S. attached. \$0.50 S.R.S. Attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the rents, issues and profits thereof

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

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

W. H. Stufflebeam, A. Whitten, Susan E. Whitten.

STATE OF IDAHO, COUNTY OF Blaine, ss. I DO HEREBY CERTIFY, That on this 19th day of January, in the year 1918, before me, W. H. Stufflebeam, a Notary Public, in and for said County and State, personally appeared A. Whitten and Susan E. Whitten, his wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

My commission expires Nov. 18th, 1919-1921- W. H. Stufflebeam, Notary Public, for Blaine County, Idaho, residing at Blackfoot, Idaho.

Recorded at the request of Arnold S. Wright, Nov. 29, 1918, at 2:42 P. M. F. M. Fisher, Recorder.

1-19-1918
Water deeded
6-1-1885 27-4

COPY

RECEIVED
AUG 2 2004
CB

F-5

Water Right No. 27-10292

Arnold Wright is deeded property from George Wright (Ella) without any additional water. Arnold has 30" of water that was deeded to him by A. Whitten. (1923)

NO. 27-10292

WARRANTY DEED

Book No. 44. 603

8-23-1923

THIS INDENTURE, Made the 23d day of August, 1923, between Ella Wright, a widow of the County of Bingham and State of Idaho, the part 1 of the first part, and Arnold R. Wright of the County of Bingham and State of Idaho, the part 2 of the second part.

WITNESSETH, That the said part 1 of the first part, for and in consideration of the sum of \$2.00 to her lawful money of the United States of America, to her in hand paid by the said part 2 of the second part, the receipt whereof is hereby acknowledged, do hereby these presents grant, sell, bargain and convey and confirm unto the said part 2 of the second part, and to her heirs and assigns forever, all the that certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Commencing at the northeast corner of the northeast quarter of the northwest quarter of section twenty-four in Township three south of range thirty-four east of the Boise Meridian in Idaho and then running west forty rods; thence south to the Blackfoot River; thence along the meander line of the Blackfoot River in an easterly direction to the southeast corner of lot three in said section twenty-four; thence due north to the place of beginning.

\$2.00 U.S. Attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2 of the second part, and to his heirs and assigns forever, and the said part 2 of the first part, and his heirs, and the said premises in a quiet and peaceable possession of the said part 2 of the second part, his heirs and assigns, against the said part 1 of the first part and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Lorenzo R. Thomas

STATE OF IDAHO, ss. day of August in the year 1923 before me, in and for said County and State, personally appeared

I DO HEREBY CERTIFY, That on this 23d day of August 1923, Lorenzo R. Thomas, a Notary Public in and for said County and State, personally appeared

Ella Wright whose name is subscribed to the within and foregoing instrument, and acknowledged to me to be the person executed the same.

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

SEAL

Lorenzo R. Thomas, Notary Public, Residing at Blackfoot, Idaho

My commission expires May 25, 1927

August 23, 1923 at 4:20 P.M. E. A. Benson Deputy Recorder.

Recorded at the request of Arnold R. Wright By [Signature]

COPY

F-14

Water Right No. 27-10292

George Wright (Ella) deeds the following property to Acil Wright "together with any and all water rights and irrigation ditches thereto belonging to in anywise appertaining". George has 30" of 1885 decreed water which would transfer to Acil. (1933)

WARRANTY DEED

No. 12349

THIS INSTRUMENT, Made this 10th day of July in the year of our Lord one thousand nine hundred and thirty-three between Ella Wright, a Widow, of the County of Bingham, State of Idaho, the party of the first part, and Acil M. Wright of the County of Bingham, State of Idaho, the party of the second part.

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One no. 100 - - - - - DOLLARS, lawful money of the United States of America, to me in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged

do hereby these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the certain lots pieces or parcels of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The East One-Half of Lot Four (4), and the East Half of the Northwest Quarter of the Northwest Quarter, Section Twenty-four (24), Township Three (3) South of Range Thirty-four (34) East of the Boise Meridian in Idaho.

Together with any and all water rights and irrigating ditches thereto belonging to in anywise appertaining.

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

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

IN WITNESS WHEREOF, The said part y of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Lorenzo R. Thomas

Ella Wright

STATE OF IDAHO, } ss.
COUNTY OF Bingham

I DO HEREBY CERTIFY, That on this 10th day of July in the year 1933, before me, Lorenzo R. Thomas, a Notary Public, in and for the State of Idaho, personally appeared Ella Wright, a widow, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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

My commission expires May 26, 1935

Seal Lorenzo R. Thomas, Notary Public for the State of Idaho

Residing at Blackfoot, Idaho

Recorded at the request of Acil M. Wright, Feb. 3, 1934 at 3:55 P. M.

By P. B. Dancy, Deputy Notary.

7-10-1933

COPY

RECEIVED
AUG 2 2004
CB
F-18

Water Right No. 27-10292

Acil Wright deeds his property to Arnold Wright with the 30" of 1885 water which was part of the estate of Ella Wright, deceased probated in Bingham County, Idaho. Arnold now has 60" of 1885 decreed water. (1943)

WARRANTY DEED

No. 771 Book No. 44

THIS INSTRUMENT, made this _____ day of _____, 1943, between Acil M. Wright and Truly V. Wright, husband and wife, of the County of _____, State of _____, the part _____ of the first part, and _____, the part _____ of the second part.

WITNESSETH That the said part _____ of the first part, for and in consideration of the sum of _____ Dollars, lawful money of the United States of America, to _____ in hand paid by the said part _____ of the second part, the receipt whereof is hereby acknowledged

do hereby presents, grant, sell, bargain and convey and confirm unto the said part _____ of the second part, and to his heirs and assigns forever, all that _____ certain lot _____ piece _____ or parcel _____ of land situated, lying and being in the County of Bingham, State of Idaho, and bounded and described as follows, to-wit:

An undivided one-third interest in and to the West half of Lot 3 and the West half of the Northwest quarter of the Northwest quarter of Section 24, in Township 2 South of Range 14 East of the Boise Meridian in Idaho and 20 inches of water of the Blackfoot River, the same being a part of that certain water right of 1000 inches of the date of June 1st, 1885, decreed to A. Whitten and Edwin E. Whitten, August 1st, 1891, which was a part of the estate of Ella Wright, deceased, probated in Bingham County, Idaho.

55 L.R.C. attached and cancelled.

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

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Lorenzo E. Thomas } Acil M. Wright (seal)
Truly V. Wright (seal)

STATE OF IDAHO, }
COUNTY OF Bingham }
I, Lorenzo E. Thomas, a Notary Public for the State of Idaho, personally appeared Acil M. Wright and Truly V. Wright, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

My commission expires June 10, 1947. SEAL Lorenzo E. Thomas
Notary Public for the State of Idaho
Residence Blackfoot, Idaho.

Recorded at the request of Arnold Wright on April 13, 1944 at 11:35 a.m.
Joe. H. Falk Recorder
By Henry J. Young Deputy Recorder

Recorder's Fee, \$ 1.00

12-9-1943

COPY

RECEIVED
AUG 2 2004
By CB
F-22

Water Right No. 27-10292

Merlin F Wright deeds his interest in the property and water to Arnold Wright. This water is the same 30" that was part of the probated estate of Ella Wright. Thus the water right remains at 60 inches.

WARRANTY DEED

10-26-1943

THE UNDERSIGNED, Merlin F. Wright, of the County of ... State of ... do hereby certify that the said ... of the first part, for and in consideration of the sum of ... DOLLARS, ... in hand paid by the said party ... of the second part, the receipt of which is hereby acknowledged, ... by these presents grant, sell, bargain and convey and confirm unto the said party ... of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situated, lying and being in the County of ... State of Idaho, and bounded and described as follows, to-wit: ... one-third interest in and to the West half of Lot Three and the West ... of the Northwest quarter of the Northwest quarter of Section Twenty-four in Township ... of Range Thirty-four East of the Boise Meridian in Idaho, and the Thirty ... of water of the Blackfoot River, the same being a part of that certain water right ... of the date of June 1st, 1885, decreed to A. Whitten and Susan F. Whitten, ... 1st, 1891, which was a part of the estate of Ella Wright, deceased, located in ... County, Idaho.

... attested and cancelled.

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

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

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

DEED, READ AND DELIVERED IN THE PRESENCE OF

Merlin F. Wright (SEAL)
Minnie O. Wright (SEAL)

... (SEAL)

STATE OF IDAHO

County of Los Angeles

... day of November, in the year 1943, before me, ... a Notary Public, personally appeared Merlin F. Wright and Minnie O. Wright, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

My commission expires May 4th, 1945.

Notary Public for the State of Idaho
Residence at Los Angeles, California

Examined at the request of Arnold Wright on April 13, 1944 at 11:37 a.m.

Jan. H. Falk Recorder
By ... Deputy Recorder.

COPY

RECEIVED
AUG 2 2004
CB

F-26

Water Right No. 27-10292

The History of the 10 inches of the March 25, 1880 decreed water. Water deeded to Acil Wright by Cyril J Wright.

9-25-1952

30763-1

Quitclaim Deed **BOOK 084 PAGE 01**

THIS INDENTURE, Made this 25th day of September,
in the year of our Lord one thousand nine hundred and fifty-two,
CYRIL J. WRIGHT and ESTHER A. WRIGHT, husband and wife, between
of the County of Bingham,
State of Idaho, the part les of the first part and
ACIL M. WRIGHT,
of the County of Bingham,
State of Idaho, the part y of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum
of THREE HUNDRED -----DOLLARS,
lawful money of the United States of America, to them in hand paid by the said part y
of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, re-
lease and forever **QUITCLAIM**, unto the said part y of the second part, and to his
heirs and assigns, all the certain decreed water right in Blackfoot River
lying and being in the County of Bingham, State of
Idaho, bounded and particularly described as follows, to-wit:

Ten (10) inches of the water right in Blackfoot
River with priority date of March 25th, 1880, as
conveyed by deed of date April 6th, 1942, and recorded
April 15th, 1942, in Book 59 of Deeds, at page 485, of the
records of Bingham County, Idaho.
Said deed being to Cyril J. Wright as grantee and to
which deed reference is hereby made for a more particular
of said water right.



COPY

RECEIVED
AUG 2 2004

CB

W-30

SN

THIS CONTRACT, Made this _____ day of December, 1970, between
ACIL M. WRIGHT and TRULY VELLA WRIGHT, husband and wife,
_____, hereinafter called the seller,
and GARY A. WRIGHT and SONJA WRIGHT, husband and wife,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agree to sell to the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in..... Bingham..... County; State of..... Idaho....., to-wit: The East-half of the Northwest Quarter of the Northwest Quarter and the East-half of Lot Four in Section Twenty-four in Township Three South of Range Thirty-four East of Boise Meridian in Idaho, EXCEPTING THEREFROM, the following described property: Beginning at the intersection of the West line of said E 1/2 NW1/4 NW1/4 and the South line of Riverton Road, said point being S 89°02'E along the section line 662 feet and S 0°07' W along said West line 60.15 feet ~~from the N.W. corner of said section 24,~~ and running thence S 0°07'W 342.9 feet; thence N79°32'E 146.7 feet; thence N 67°35'E 168.5 feet; thence N 4°38'W 252.2 feet to the South line of Riverton Road; thence N 89°53'W along said South line 279 feet to the point of beginning; together with 3/4 share in the Eastern Idaho Water Company and ten (10) inches of the water right in Blackfoot River with priority date of March 25, 1880, for the sum of Twenty Thousand, Eight Hundred and no/100 Dollars (\$ 20,800.00) (hereinafter called the purchase price) on account of which Five Thousand and no/100 - - - - - Dollars (\$ 5,000.00.....) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: Fifteen (15) equal annual installments of One Thousand Fifty-three and 34/100 (\$1,053.34) Dollars each, together with interest on the unpaid balance at the rate of ~~six and 1/4~~ (6%) per cent per annum, the first such annual payment to be due and payable on the 15th day of December, 1971, and a like payment each December 15th, until paid in full.

The buyer warrants to and covenants with the seller that the real property described in this contract is
 * (A) primarily for buyer's personal, family, household or agricultural purposes,

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of eight six per cent per annum from date until paid, interest to be paid annually and in addition to the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on December, 1970, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer to return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made, and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,000.00

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

*Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Stevens-Ness Form No. 1308 or similar MUST be used for disclosures under the Truth-in-Lending Act and Regulation Z unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols (), if not applicable, should be deleted, see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

[illegible]

STATE OF TEXAS,

County of Bingham

55.

BE IT REMEMBERED, That on this 9 day of December 21, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GARY A. WRIGHT and SONJA WRIGHT, husband and wife,

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that... they... executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto

WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.

My Commission expires.

(FORM No. 704)

STEVENS-NESS LAW FIRM, CO., PORTLAND, ORE.

BETWEEN

BETWEEN
A. M. Wright
117 Birch Ave
Address Troutdale, Oregon
AND

AND
Sary G. Wright
Box 77
Blackfoot, Idaho 83221

Dated _____, 19____
 Lot _____ Block _____
 Addition _____

STATE OF OREGON, Idaho

SS.

County of Bingham } ss.
I certify that the within instru-
ment was received for record on the
..... day of, 19.....,
at o'clock..... M., and recorded
in book on page
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Title.

Deputy.

AFTER RECORDING RETURN TO

Recorded Feb. 9, 1971
Instrument No - 159057
Records Bengtson
Co.

DATE OF OREGON,

County of Multnomah
December

70 19

4

Personally appeared the above named ACIL W.
Wright and Truly Vella Wright,

and acknowledged the foregoing instrument to be
their

Belighe me:

OFFICIAL
(4L)

Notary Public for Oregon

My commission expires:

7/26/71

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

Quitclaim Deed

BOOK 084 PAGE 01

THIS INDENTURE, Made this 25th day of September,
 in the year of our Lord one thousand nine hundred and fifty-two, between
 CYRIL J. WRIGHT and ESTHER A. WRIGHT, husband and wife,

of the the County of Bingham,
 State of Idaho, the parties of the first part, and

ACIL M. WRIGHT,

of the the County of Bingham,
 State of Idaho, the parties of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum
 of THREE HUNDRED - - - - - DOLLARS,
 lawful money of the United States of America, to them in hand paid by the said party
 of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, re-
 lease and forever QUITCLAIM, unto the said party of the second part, and to his
 heirs and assigns, all the certain decreed water right in Blackfoot River
 lying and being in the , County of Bingham , State of
 Idaho, bounded and particularly described as follows, to-wit:

Ten (10) inches of the water right in Blackfoot
 River with priority date of March 25th, 1880, as
 conveyed by deed of date April 6th, 1942, and recorded
 April 15th, 1942, in Book 59 of Deeds, at page 485, of the
 records of Bingham County, Idaho.

Said deed being to Cyril J. Wright as grantee and to
 which deed reference is hereby made for a more particular
 of said water right.



30763-2

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the part y of the second part, and to his heirs and assigns forever.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

John W. Jones } *Cyril J. Wright* (Seal)
Esther A. Wright (Seal)

(Seal) (Seal) (Seal) (Seal)

STATE OF IDAHO

County of Bingham

ss.

On this

25th

day of September, in the year 19 52, before me

John W. Jones

a Notary Public

in and for said State, personally appeared

CYRIL J. WRIGHT and ESTHER A. WRIGHT,

husband and wife,

known to me to be the persons whose names are

subscribed to the within instrument,

and acknowledged to me that they executed the same.

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

My Commission Expires:

July 17th, 1953.

John W. Jones
Notary Public for the State of Idaho.

Residing at Blackfoot, Idaho

I hereby certify that this instrument was filed for record at request of *Cyril J. Wright* at 5 minutes past 5 o'clock P. M., this 27th day of April, A. D. 19 53 in my office, and duly recorded in Book 84 of Deeds at page 1 of J. F. Poolton Ex-Officio Recorder. By *Marie J. Randall* Deputy. Fees, \$ 1.25

Mail to

Blackfoot

No. 30763

QUITCLAIM DEED

TO

Dated _____, 19____

STATE OF IDAHO

County of Bingham } ss.

INDEXED

WARRANTY DEED

No. 42771

Book No. 64

12-9-43

CAPITAL NEWS PUBLISHING CO., BOMBE 63783

THIS INDENTURE, Made ~~this~~ this 9th day of December in the year of our Lord one thousand nine hundred and forty-three, between Acil M. Wright and Truly V. Wright, husband and wife of Blackfoot RFD #3 of the County of Bingham State of Idaho, the parties of the first part, and ARNOLD F. WRIGHT of Blackfoot R 3 of the County of Bingham State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of FIVE HUNDRED AND NO/100 - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all ~~the~~ those certain lot s piece s or parcel s of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: more particularly

An undivided one-third interest in and to the West half of Lot 3 and the West half of the Northeast quarter of the Northwest quarter of Section 24 in Township 3 South of Range 34 East of the Boise Meridian in Idaho and 30 inches of water of the Blackfoot River the same being a part of that certain water right of 1000 inches of the date of June 1st, 1885, decreed to A. Whitten and Susan E. Whitten, August 1st, 1891, which was a part of the estate of Ella Wright, deceased, probated in Bingham County, Idaho.

\$.55 I.R.S. attached and cancelled.

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

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF Acil M. Wright [SEAL]
Lorenzo R. Thomas } Truly V. Wright [SEAL]
[SEAL]
[SEAL]

STATE OF IDAHO, } ss.
COUNTY OF Bingham

I DO HEREBY CERTIFY that on this sixth day of January in the year 19 44, before me, Lorenzo R. Thomas, a Notary Public in and for said County and State of Idaho, personally appeared Acil M. Wright and Truly V. Wright, husband and wife known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal ~~at~~ the day and year in this certificate first above written. Lorenzo R. Thomas
My commission expires June 10, 1947. SEAL Notary Public for the State of Idaho
Residence Blackfoot, Idaho.
~~Residing at~~

Recorded at the request of Arnold Wright on April 13, 1944 at 11:35 a.m.

Recorder's Fees, \$ 1.00 APR 15 2004 By Jno. H. Falk Recorder.
By Nancy Swining Deputy Recorder.
By CB

WARRANTY DEED.

7-10-1933

Ella Wright,
a widow

TO

Acil M. Wright

Dated- July 10th, 1933-

Consideration- \$ 1.00-

Recorded- February 3rd, 1934 at-

3:35 p.m. in book "56" of Deeds at-

Page 142 of the records of Bingham County, Idaho-

Witness- Lorenzo H. Thomas-

Ella Wright (Seal)

Acknowledged- By Ella Wright, a widow, July 10th, 1933 before Lorenzo H. Thomas, Notary Public of Idaho-residing in Blackfoot, Bingham County, Sealed- Commission expires May 26, 1935-

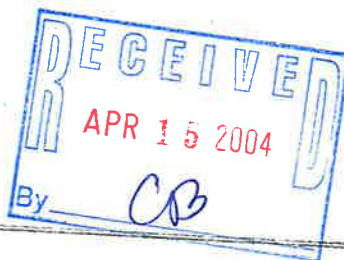
DESCRIPTION and REMARKS

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

The E $\frac{1}{2}$ of lot 4 and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, section 24 township 3 south of range 34 E.B.M., in Idaho.

Together with any and all water rights and irrigating ditches thereto belonging or in anywise appertaining.

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



8-23-1923

NO. 3809

Book No. 44.

THIS INDENTURE, Made the 23d day of August in the year of our Lord one thousand nine hundred and twenty-three, between Ella Wright, a widow of the County of Bingham and State of Idaho, the part y of the first part, and Arnold F. Wright of the County of Bingham and State of Idaho, the part y of the second part, WITNESSETH, That the said part y of the first part, for and in consideration of the sum of two thousand DOLLARS, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do es by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to her heirs and assigns forever, all the that certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Commencing at the northeast corner of the northeast quarter of the northwest quarter of section twenty-four in Twoship three south of range thirty-four east of the Boise Meridian in Idaho and then running west forty rods; thence south to the Blackfoot River; thence along the meander line of the Blackfoot River in an easterly direction to the southeast corner of lot three in said section twenty-four; thence due north to place of beginning.

\$2.00 I.R.S. Attached and cancelled.

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

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

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set her hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
Ella Wright [SEAL]
Lorenzo R. Thomas [SEAL]
[SEAL]
[SEAL]

STATE OF IDAHO, }
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 23d day of August in the year 1923 before me, a Lorenzo R. Thomas, a Notary Public in and for said County and State, personally appeared

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

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

My commission expires May 26, 1927 Lorenzo R. Thomas Notary Public. Residing at Blackfoot, Idaho

Recorded at the request of Arnold F. Wright August 23, 1923 at 4:20 P.M.

Recorder.

Deputy Recorder.

Recorder's Fees, \$

RECEIVED
APR 15 2004
By [Signature]

2-14-1912

WARRANTY DEED

No. 2565

BOOK No. 21

Durston & Co., Printers, Portland, Ore. 72165

This Indenture, Made the 14th day of February in the year of our Lord one thousand nine hundred and twelve, Between John C. Millick and Gertrude Millick, husband and wife of the County of Bingham and State of Idaho, the part 1st of the first part, and Geroge Wright of the County of Bingham and State of Idaho the part 2nd of the second part, WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of One DOLLARS, lawful money of the United States of America, to them in hand paid by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain and convey and confirm unto the said part 2nd of the second part, and to his heirs and assigns forever, all the at certain lot piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The Lots numbered Three (3) and Four (4) and the North Half of the Northwest Quarter of Section Twenty-four (24) in Township Three (3) South, of Range Thirty-four East of the Boise Meridian, containing one hundred sixty and seven hundredths (160.07) acres.

Together with the ditches, ditch rights of way and water rights thereto appertaining and particularly One (1) share of the capital stock of the Estern Idaho Water Company, a corporation.

SE NW of section 24 is not included in Warranty deed, but claimed.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2nd of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and their heirs, and the said premises in a quiet and peaceable possession of the said part 2nd of the second part, his heirs and assigns, against the said part 1st of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of Lorenzo R. Thomas John C Millick (SEAL) Gertrude Millick (SEAL) (SEAL) (SEAL)

STATE OF IDAHO, ss. County of Bingham I DO HEREBY CERTIFY THAT, On this 14th day of February in the year of 1912 before me, Lorenzo R. Thomas, a Notary Public in and for said County and State, personally appeared John C. Millick and Gertrude Millick, husband and wife known to me to be the person whose name are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seat at [Seal] the day and year first above written. My commission expires Feb. 25, 1915 Lorenzo R. Thomas Notary Public

Recorded at the request of Geo. Wright Feb. 14, 1912 at 2:30 P.M. Recorder's fees, \$ J T Carruth Recorder By Jessie Lloyd Deputy Recorder RECEIVED APR 15 2004 By CB

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 27-10292
Date Received: 4/20/1989
Receipt No: M003227
Received By:

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

1. Name of Claimant(s)

SONJA J WRIGHT Phone: (208)785-3434
673 W 300 S
BLACKFOOT ID USA 83221

GARY A WRIGHT Phone: (208)785-3434
673 W 300 S
BLACKFOOT ID USA 83221

2. Date of Priority: 03/25/1880

3. Source: BLACKFOOT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:
Township Range Section 1/4 of 1/4 of 1/4 Lot County Type
03S 35E 18 SW SW NE BINGHAM

5. Description of diverting works:
Head gate for Riverton Ditch to pump and sprinkler system.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	1	

7. Total Quantity Appropriated is:
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	
03S	34E	24	NW	NW	IRRIGATION	18	
			NE	NW	IRRIGATION	35	
			NW	NE	IRRIGATION	20	
			SW	NW	4	IRRIGATION	15
			SE	NW	3	IRRIGATION	34
			SW	NE	2	IRRIGATION	16
			SE	NW		IRRIGATION	10
Section Acres						148	
Total Acres						148	

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:

Use of this right is combined with water from Eastern Idaho Water Company.

The rights listed below are limited to the irrigation of a combined total of 148 acres in a single irrigation season. Combined Right Nos.: 27-12116 and 27-10292.

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):

Gary A. Wright
Jonas F. Wright

Date: 10-26-05

Date: 10-26-05

State of Idaho

County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 26 of October 2005.

Ernest M. Carlson

Notary Public

Residing at

Idaho Falls ID

My commission Expires

8-21-2009

T03S R34E

SW 1/4

4



10

1

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 27-10292
Date Received: 4/20/1989
Receipt No: M003227
Received By:

AMENDED

AMENDED

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

1. Name of Claimant(s)

SONJA J WRIGHT Phone: (208)785-3434

673 W 300 S
BLACKFOOT ID USA 83221

GARY A WRIGHT Phone: (208)785-3434

673 W 300 S
BLACKFOOT ID USA 83221

2. Date of Priority: 03/25/1880

3. Source: BLACKFOOT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
03S	35E	18	SW SW NE	BINGHAM	

5. Description of diverting works:

HEAD GATE ON RIVER TO CANAL, HEADGATE TO PUMP - SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	1.8	

7. Total Quantity Appropriated is:

1.8 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03S	34E	24	NE	NW ✓	IRRIGATION	36
			NW	NW -	IRRIGATION	18
			SW	NW 4 ✓	IRRIGATION	15
			SE	NW 3 ✓	IRRIGATION	34
			SE	NW	IRRIGATION	6
Section Acres						109
Total Acres						109

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:

4-8-04 AMENDED CLAIM TO CORRECT THE POD. CB

THIS CLAIM IS BASED ON THE DECREED RIGHT # 27-00023D WHICH WAS FO R 7.0 CFS, THIS CLAIM TAKES 1.8 CFS OR 90 INCHES OF THAT SPLIT.

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: 0

For Individuals:

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

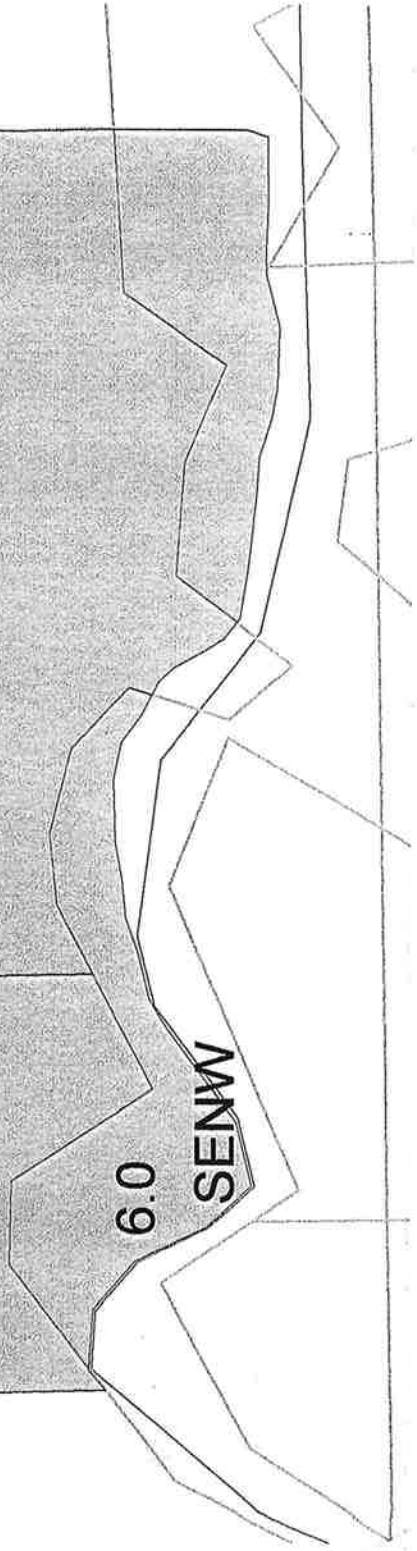
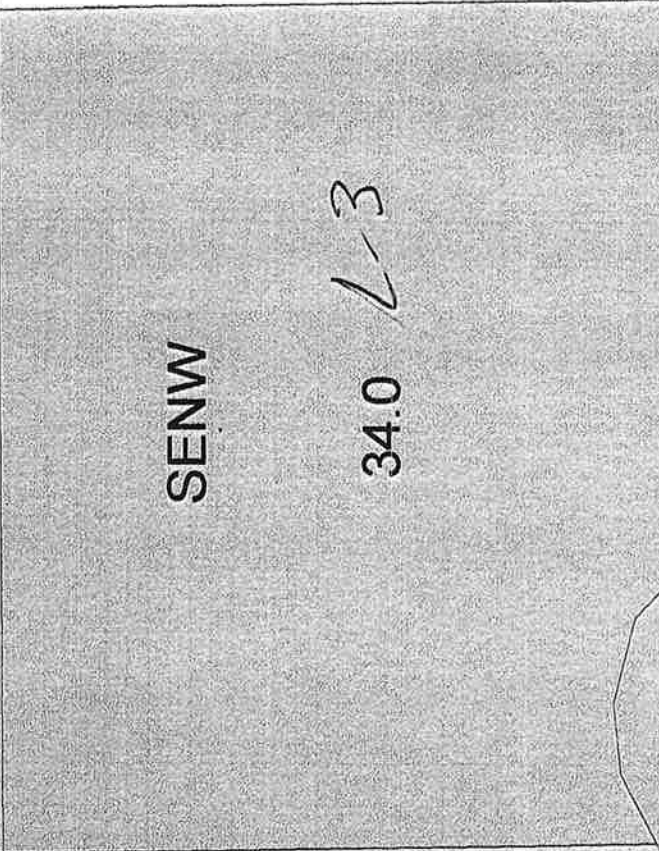
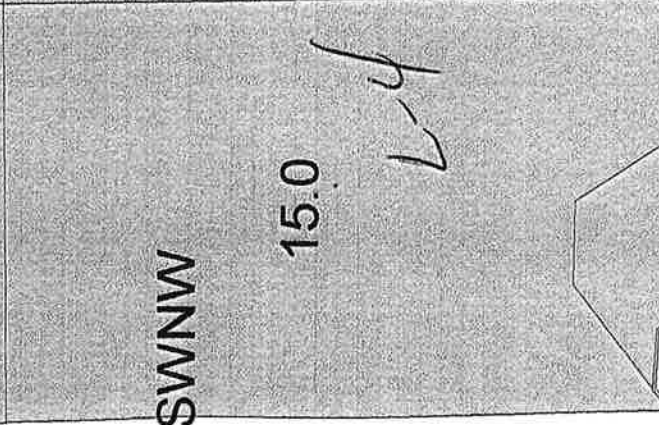
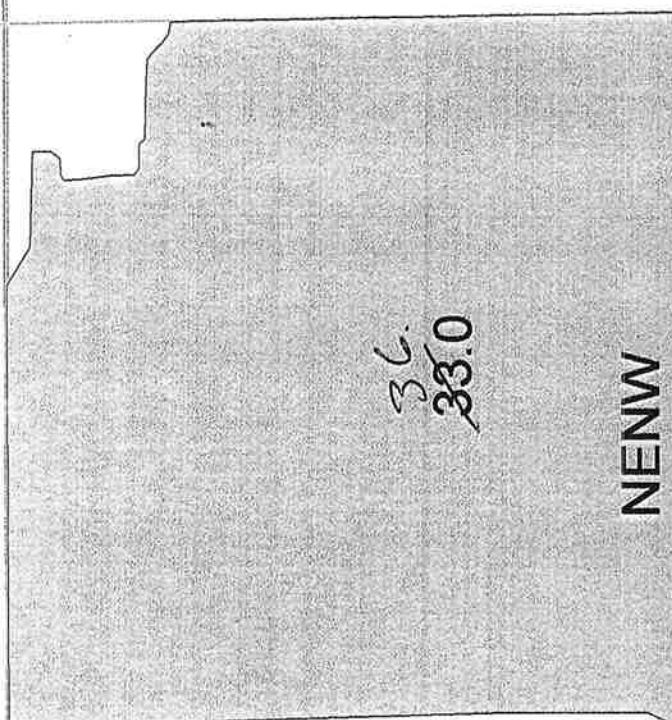
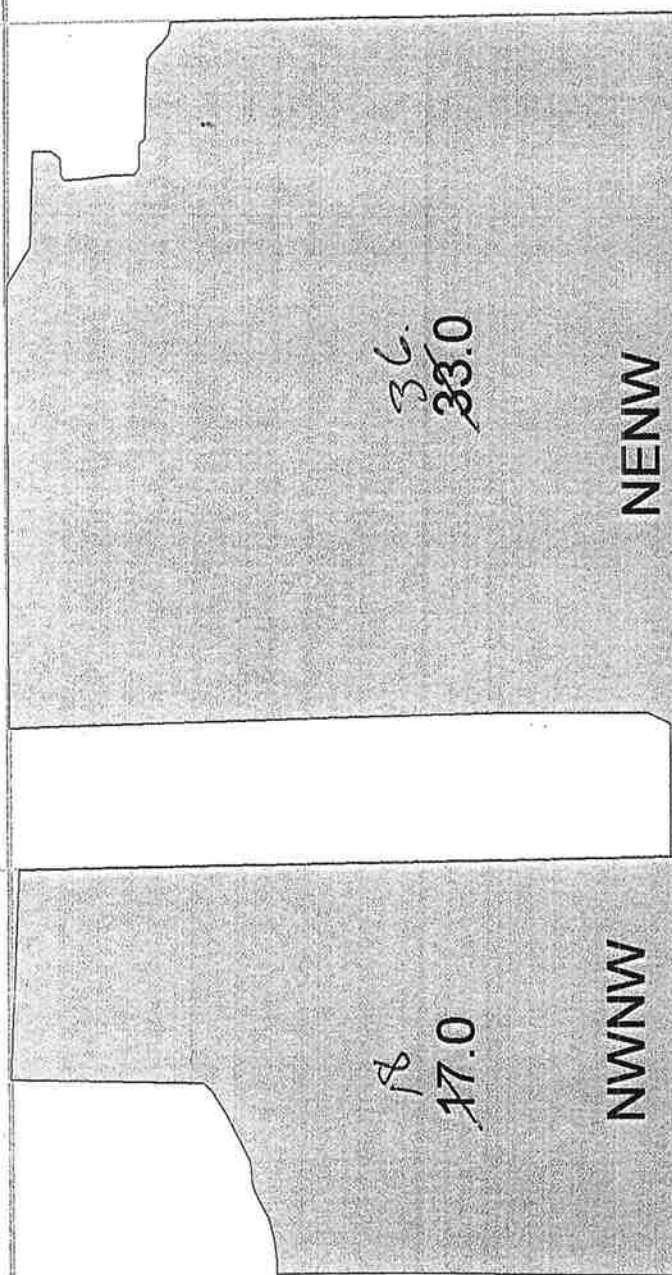
Signature of Claimant(s): Mary A. Wright Date: 4-15-04
Dorja Wright Date: 4-15-04

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 15th day
of April 2004 Cindy L. Bird

Notary Public

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



JUL 20 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: A27-10292

Date Received: 4/20/1989

Receipt No: 1003327Received By: AB

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GARY A. WRIGHT 208-785-3434
Address: 673 WEST 300 SOUTH
BLACKFOOT, ID 83221

AND/OR

Name: SONJA J. WRIGHT 208-785-3434
Address: 673 WEST 300 SOUTH
BLACKFOOT, ID 83221

2. Date of Priority: MAR 25, 1880

3. Source: BLACKFOOT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	34E	18	SW	SW	NE		BINGHAM

5. Description of diverting works:
HEAD GATE ON RIVER TO CANAL, HEADGATE TO PUMP - SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.800		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A27-10292

Page 1

Date: 04/20/89

MICROFILMED

NOV 12 1992

A2710292

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	34E	24	NE	NW		IRR	36.0
			NW	NW		IRR	18.0
			SW	NW		IRR	8.0
			SE	NW		IRR	34.0
						Section Acres	96.0
						Total Acres	96.0

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:
10 INCHES FROM EASTERN IDAHO CANAL CO.

14. Remarks:
THIS CLAIM IS BASED ON THE DECREED RIGHT # 27-00023D WHICH WAS FOR 7.0 CFS, THIS CLAIM TAKES 1.8 CFS OR 90 INCHES OF THAT SPLIT.

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

Decree Plaintiff

vs

Decree Defendant

MICROFILMED
NOV 12 1992

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: 2

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): Gary A. Wright Date: 4/20/89
Date: _____

State of Idaho)
County of Bingham) SS.

Subscribed and sworn (or affirmed) before me this 20th day
of April 19 89

Anna Baunhoff
Notary Public

Seal

Residing at Anna Baunhoff, Notary Public
Residing at Boise, Idaho
My Commission Expires December 7, 1994

A27-10292
 PUD: SW, SW, NE Sec 18 35, 34E
 POU: NE, NW = 36
 SE, NW = 34
 NW, NW: 18
 SW, NW: 18
 90 inches

BASEDON DELETED EIGHT #27 00033 D

covered
 by Eutaw
 sand
 water

NOV 12 1992

