

09/13/2005

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

RIGHT NUMBER: 27-12028
NAME AND ADDRESS: BRYCE J FIELDING
720 N 1100 E
SHELLEY ID 83274

MARY W FIELDING
720 N 1100 E
SHELLEY ID 83274

SOURCE: BLACKFOOT RIVER ✓ TRIBUTARY: SNAKE RIVER ✓

QUANTITY: 5.440 CFS ✓ 1590 AF
The rights listed below are limited to a total combined diversion rate of 6.05 cfs and to a total combined annual diversion volume of 1590.0 AF. Combined Right Nos.: 27-12028 and 27-7088.

PRIORITY DATE: 06/01/1885 ✓

POINT OF DIVERSION: T02S R38E S7 SWNE Lot 3 Within BINGHAM County ✓

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE

IRRIGATION

PERIOD OF USE

04/04 11/01

QUANTITY

5.440 CFS

1590 AF

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R38E S06 Lot 1 NENE	22.0	T02S R38E S06 Lot 2 NWNE	14.0
T02S R38E S06 SWNE	37.0	T02S R38E S06 SENE	39.0
T02S R38E S06 SENW	25.0	T02S R38E S06 NESW	39.0
T02S R38E S06 Lot 8 NWSW	9.0	T02S R38E S06 SESW	38.0
T02S R38E S06 NESE	38.0	T02S R38E S06 NWSE	40.0
T02S R38E S06 SWSE	39.0	T02S R38E S06 SESE	25.0
T02S R38E S07 NENE	4.0	T02S R38E S07 NWNE	28.0

✓ 397 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 397 acres in a single irrigation season. Combined Right Nos.: 27-12028 and 27-7088.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

This right is renumbered from former right 27-4N.

1913
1907
many series
WD 27

03/30/2005

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

RIGHT NUMBER: 27-12028

NAME AND ADDRESS: BRYCE J FIELDING
720 N 1100 E
SHELLEY ID 83274

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TRIBUTARY: SNAKE RIVER

QUANTITY: 5.440 CFS

PRIORITY DATE: 06/01/1885

POINT OF DIVERSION:

T02S R38E S7 SWNE Lot 3 Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/04 11/01	5.440 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R38E S06 Lot 1 NENE	22.0	T02S R38E S06 Lot 2 NWNE	14.0
T02S R38E S06 SWNE	37.0	T02S R38E S06 SENE	39.0
T02S R38E S06 SENW	25.0	T02S R38E S06 NESW	39.0
T02S R38E S06 Lot 8 NWSW	9.0	T02S R38E S06 SESW	38.0
T02S R38E S06 NESE	38.0	T02S R38E S06 NWSE	40.0
T02S R38E S06 SWSE	39.0	T02S R38E S06 SESE	25.0
T02S R38E S07 NENE	4.0	T02S R38E S07 NWNE	28.0

397 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

This right is a split from former right 27-4W.

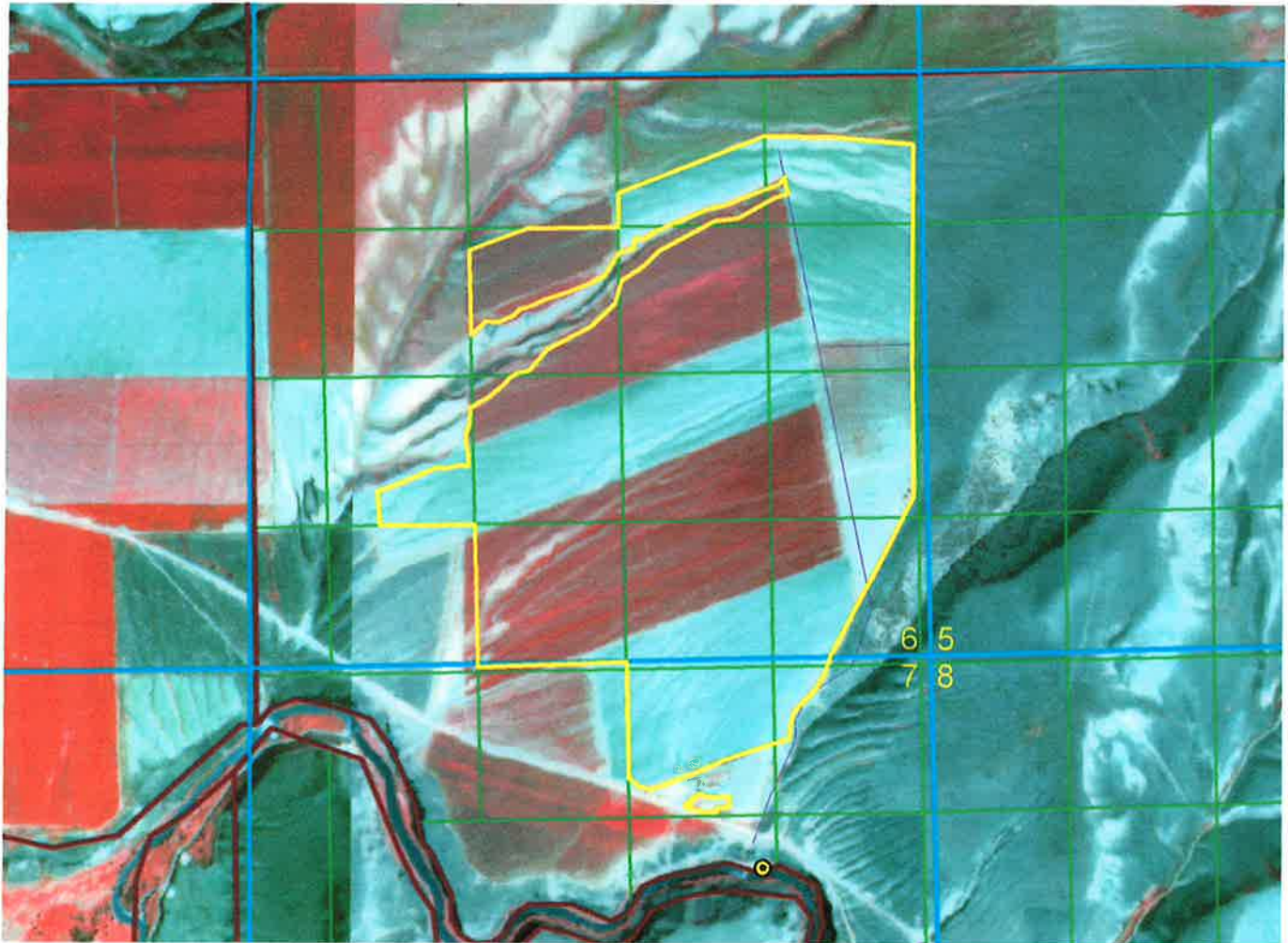


STATE OF IDAHO

Department of Water Resources
Eastern Region



Water Right(s) 27-12028



2000 0 2000 4000 Feet

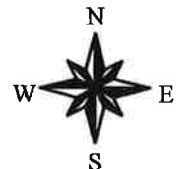
IRRIGATED ACRES 397

LEGEND

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

Place of Use: T2S, R38E:
(part of) Secs. 6 & 7.

Point(s) of Diversion: T2S, R38E:
Sec. 7, SWNE, L-3.

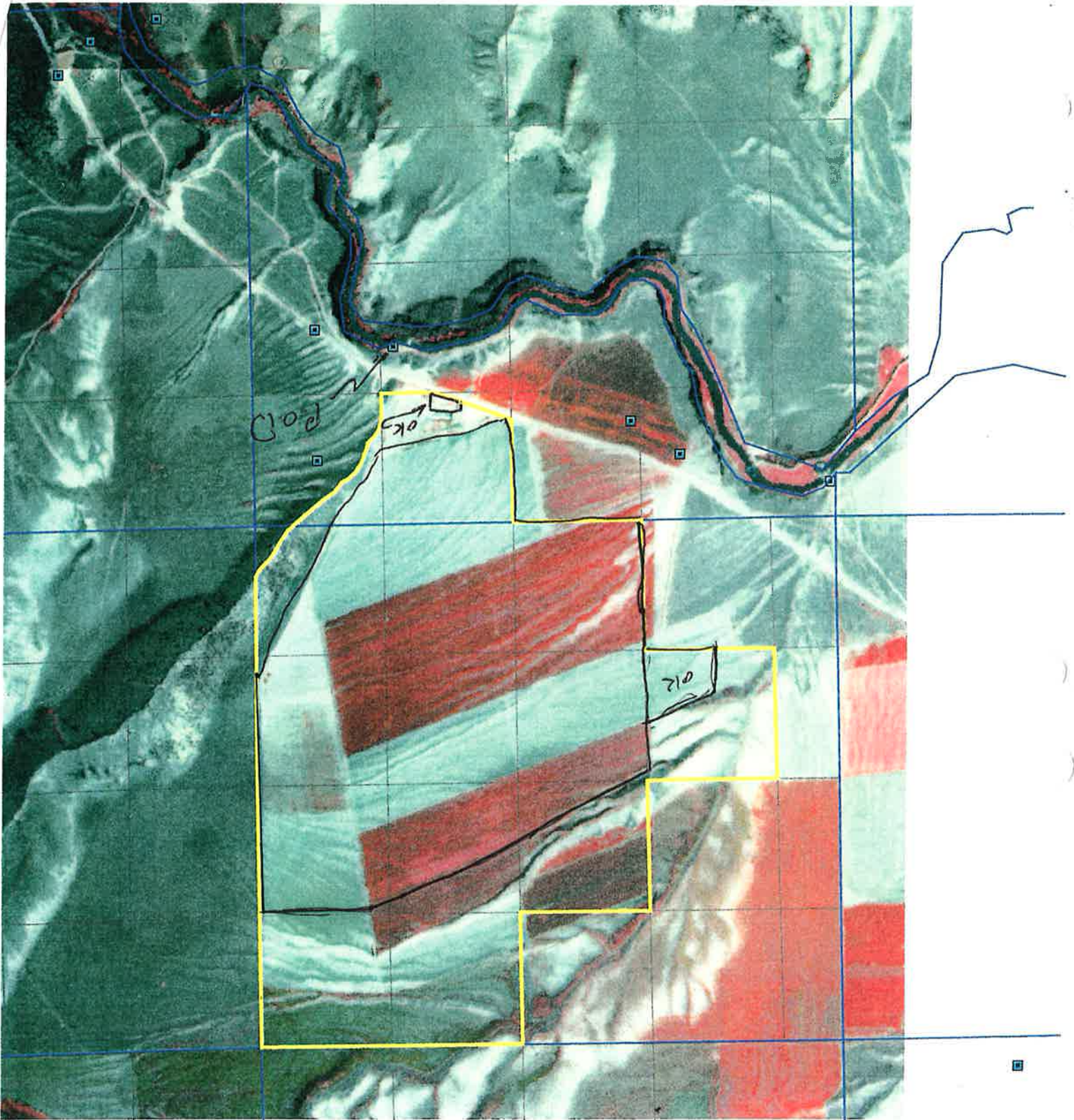


GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: C. Bird
Date: March 2005

SCANNED

MAY 18 2006

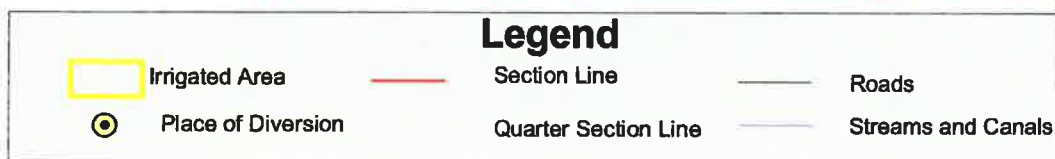
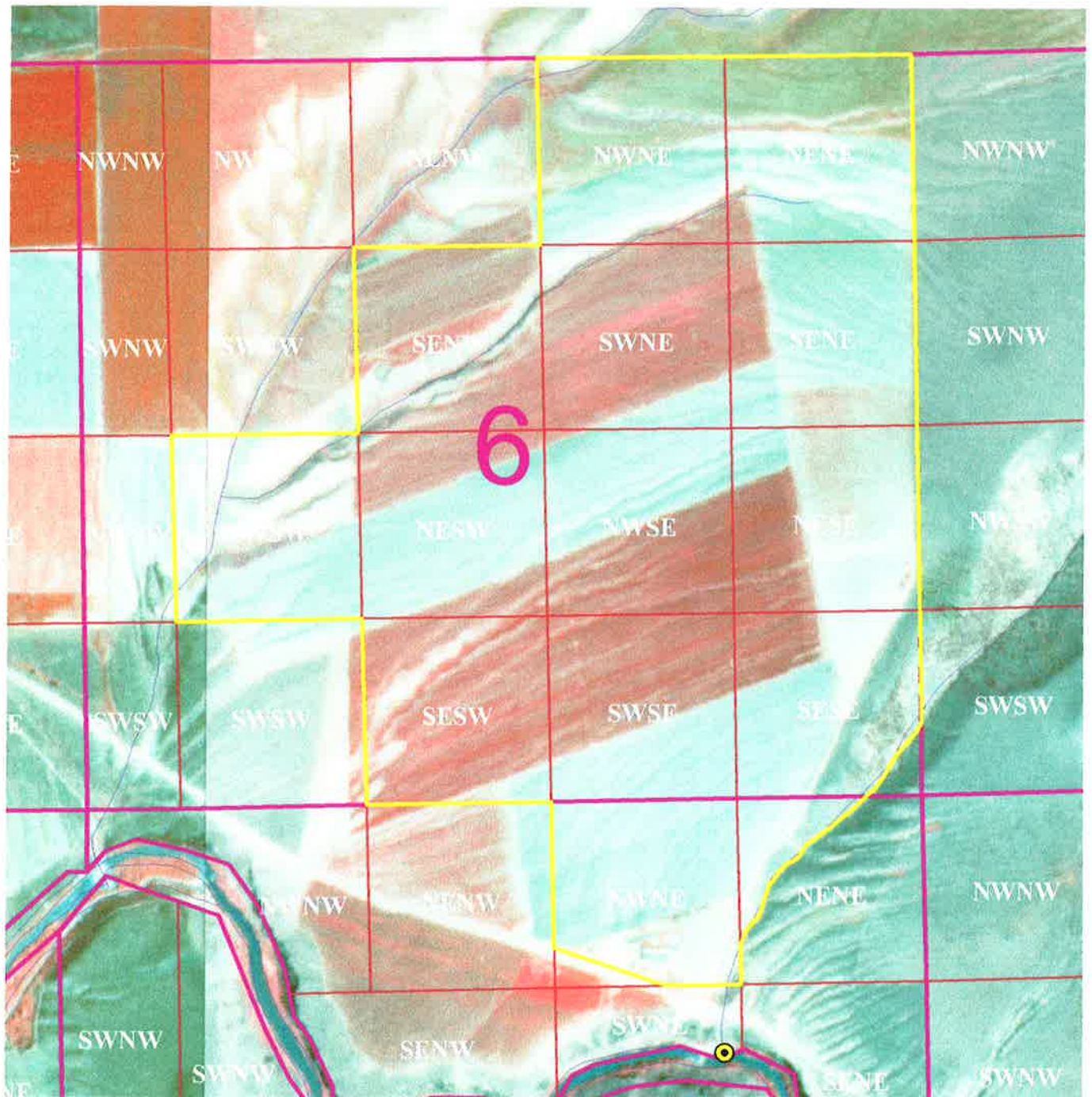
PROFILED



Boxer Fielding
 27-4N } Same P.O. as indicated
 27-7088 } on map
 27-7088 used as backup - valid

Water Right Claim Number 27-00004N
Township , 2S38E

11/07/2000



700 0 700 1400 Feet



SPATIAL
DYNAMICS

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

1/1/2011

RIGHT NUMBER: 27-12028

NAME AND ADDRESS:

BRYCE J FIELDING
720 N 1100 E
SHELLEY ID 83274

MARY W FIELDING
720 N 1100 E
SHELLEY ID 83274

SOURCE:

Source:

BLACKFOOT RIVER

Tributary:

SNAKE RIVER

QUANTITY:

5.440 CFS

1,590.000 AFY

The rights listed below are limited to a total combined diversion rate of 6.05 cfs and to a total combined annual diversion volume of 1590 AF. Combined Right Nos.: 27-12028 and 27-7088.

PRIORITY DATE: 06/01/1885

POINT OF DIVERSION:

T02S R38E S7 Lot 3 SWNE
Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

Purpose of use:

Period of use:

Quantity:

IRRIGATION

04/01 10/31

5.440 CFS

1,590.00 AFY

~~04/04 11/01~~

PLACE OF USE:

IRRIGATION within BINGHAM County

T02S R38E S06 Lot 1 NENE 22.0

T02S R38E S06 Lot 2 NWNE 14.0

T02S R38E S06 SWNE 37.0

T02S R38E S06 SENE 39.0

T02S R38E S06 SENW 25.0

T02S R38E S06 NESW 39.0

T02S R38E S06 Lot 8 NWSW 9.0

T02S R38E S06 SESW 38.0

T02S R38E S06 NESE 38.0

T02S R38E S06 NWSE 40.0

T02S R38E S06 SWSE 39.0

T02S R38E S06 SESE 25.0

T02S R38E S07 NENE 4.0

T02S R38E S07 NWNE 28.0

397 ACRES TOTAL

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

The rights listed below are limited to the irrigation of a combined total of 397 acres in a single irrigation season. Combined Right Nos.: 27-12028 and 27-7088.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is renumbered from former right 27-4N.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 27.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

AJ5809NP
No. A27-00004N

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 8

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRYCE J FIELDING	06/01/1885	IRRIGATION	03-15 11-15	5.440 CFS	
C	MARY W FIELDING					
	720 N 1100 E					
	SHELLEY ID 83274			TOTAL DIVERSION:	5.440 CFS	
	(208) 357-3075			CONSUMPTIVE USE:		1317.50 AFA

Water Source: BLACKFOOT RIVER

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion: T02S R38E S07 SWNE BINGHAM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE																				
NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SENE		NESW		NWSW		SWSW		SESW		NESE		NWSE		SWSE		SESE		
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM	
02S	38E	6	01-40	02-40	40	40							40				40	08-40			40			40	40	40	37			477.0		
02S	38E	7	10	40																										50.0		
																												TOTAL ACRES	527.0			

POU County: BINGHAM

Non-Irrigation Uses: N/A

Other Rights: A27-07088

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

A01-00075Z1 A01-00076Z1 A01-00312Z1 A01-00368Z1 A01-00369Z1 A01-00370Z1 A25-00224Z1 A27-07088

Remarks: GEN TRANSFER 2933.

CHANGE OF OWNERSHIP FILED, 20 OCT, 1998.

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

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

Audit: 03/22/93 DCARLSON 09/27/94 JTHOMPSO 03/29/95 POST-STD 11/19/98 ARUBERRY

**SHOSHONE-BANNOCK TRIBES
WATER RESOURCES DEPARTMENT**P.O. BOX 306
FORT HALL, ID 83203**FACSIMILE TRANSMITTAL SHEET**

TO:

Ernie Carlsen
Cindy Bird

FROM:

Elese Teton, Tribal Water Engineer

COMPANY:

IDWR

DATE:

5/9/2007

FAX NUMBER:

(208) 525-7177

TOTAL NO. OF PAGES INCLUDING COVER:

2

(208) 547-3939

PHONE NUMBER:

(208) 525-7161

SENDER'S TELEPHONE NUMBER:

(208) 239-4580

(208) 547-3993

RE:

Request for Preparations of SF5s for Water Right 27-12028

NOTES/COMMENTS:

The Shoshone-Bannock Tribes and Bryce Fielding have reached agreement in Basin 27 subcase 27-12028. It appears that Water Rights 27-07088 and 27-12028 are related and already designate a volume limitation for both water rights. This limitation as listed on the Groundwater right to be 1,590 AFY should also be added to the Surface water right 27-12028. We request an SF5 for 27-12028 to identify this volume as well.

Should you have any questions give Elese Teton a call at the number listed above.

SCANNED

OCT 29 2007

Received Time May. 9. 2:09PM

03/30/2005

**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: July 29, 2005

Water right number: 27-12028

Bryce J. Fielding
720 North 1100 East
Shelley, ID 83274
Telephone Number: (208) 357-3075

Mary W. Fielding
720 North 1100 East
Shelley, ID 83274
Telephone Number: (208) 357-3075

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

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

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

DATE: June 7 2005

SIGNATURE: Bryce J. Fielding

Please print your name: Bryce J. Fielding

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

SCANNED
JUN 15 2005

PROFILED



RECEIVED
JUN 10 2005

Department of Water Resources
Eastern Region

6/13
KMS

03/30/2005

**NOTICE OF ERROR
REPLY**

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Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

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Water right number: 27-12028

Bryce J. Fielding
720 North 1100 East
Shelley, ID 83274
Telephone Number: (208) 357-3075

Mary W. Fielding
720 North 1100 East
Shelley, ID 83274
Telephone Number: (208) 357-3075

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

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

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

DATE: June 7 2005 SIGNATURE: Bryce J. Fielding
Please print your name: Bryce J. Fielding

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

PROFILED

**SCANNED
MAY 18 2006**

Bird, Cindy

From: Bird, Cindy
Sent: Monday, July 18, 2005 1:21 PM
To: Walker, Kay
Subject: RE: Permit 27-7088

According to the approved transfer on the water right side this right comes from water right 27-4W. Their adjudication claim was for 27-4N but that isn't the water right number. Which to do you prefer to see on the recommendation, what water right or claim number?

Cindy

-----Original Message-----

From: Walker, Kay
Sent: Monday, July 18, 2005 8:39 AM
To: Bird, Cindy
Cc: Walker, Kay
Subject: Permit 27-7088

Hi, Cindy... Picked this one up again to see if I could get it off my desk and find there is an error in your recommendation for 27-12028. On conditions of approval you have shown "This right is a split from former right 27-4W." However, if I am reading all this stuff right this is just a refiling of right 27-4N. Could you check into this and see if the recommendation needs to be corrected? Will let you know as soon as we can get 27-7088 finalized.
Thanks. Kay

8/1/05 Katy took care of changing condition. CB



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 15, 2005

Bryce Fielding
720 N 1100 E
Shelley ID 83274

RE: Water Right License 27-7088

Dear Bryce,

Recently, a water right license was issued for the water right 27-7088. In response to this administrative action, we have modified the Preliminary Director's Report for this right to reflect the license. Enclosed is a copy of the new Preliminary Director's Report (PDR) for this right and also for right 27-12028 along with the associate layout. In the new PDR, you will notice the points of diversion now include three: a point of diversion where the well is located, injection where ground water is discharged into the Blackfoot River, and rediversion where water is diverted from the Blackfoot River. The place of use has been decreased to 397 acres to correspond with the license and the recommendation for right 27-12028. The location of the points of diversion and place of use are illustrated on the layout. You will also notice that several remarks have been added to the PDR, which are comparable to the remarks listed on the license.

In regards to right 27-12028, only remarks were added which correspond with some remarks listed on the PDR for 27-7088.

Please take the time to review the PDRs and return the Notices of Error with any comments or concerns you may have. If you agree with the reports, please note that as well. If you have any questions, please call our office at (208) 525-7161.

Respectfully yours,

Ernest Carlsen
Water Rights Supervisor

Notes

11-5-04 Bruce Fielding called. he was headed back down to the courthouse to find some additional information. CB



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

November 1, 2004

Bryce Fielding
720 N. 1100 E.
Shelley, ID 83274

REF: Snake River Basin Adjudication (SRBA)
Claim 27-12028 (27-4N)

Subject: Evidence of Priority

COPY

RESPONSE DATE: NOVEMBER 19, 2004

Dear Bryce,

I have been reviewing the documents that you submitted as evidence of priority on the above referenced claim. The information that has been submitted is not complete. The search need to go all the way back to the original parties in the Steven's decree which would be Fox and Whitten.

For example, you provided a 1940 Warranty Deed between V.R. Pugmire and James Just. Who did V.R. Pugmire purchase it from? The deeds need to go back to someone in the original decree. Who did John & Bernadine Peterson buy the Fox and Whitten water from? This is a good start and with some additional information I think we can piece it together.

If you have any additional questions please don't hesitate to call me at 547-3993.

Respectfully,

Cindy E. Bird
Cindy E. Bird

Notes

10/5/04
cont'd.

Parley A. Arave purchased his property in about 1956. Don Esplin purchased water from Parley and transferred it to his place. The documents that Bryce Fielding was ~~ready~~ reading to me was Eastern Idaho water. Bryce is going to send me copies of the research that he has so far. He will keep researching the areas where he has holes in the research.

D

272 inches

10/14/04 Bryce called to say he was going to the courthouse today and do more research. The 100 inches that Ryan Madsen called me on is for his brother Keith. Which is purchasing Orval Fieldings (father's) property. Bryce will send us copies of the documents that he has so far. CB

10/18/04 Bryce called and he is going to send the documents for my review. This water isn't all the Fox & Whitten.

10/19/04 received documents from Bryce Fielding.

10/27/04 The documents provided by Bryce does not verify this right. 11:08 am I tried to call Bryce and the phone was busy.

Notes

11-6-03 A/Sect letter to Claimant: BT

9/10/04 letter was sent to the wrong person. Ownership change received in 1998. Claimant should be Bryce Fielding.

9/10/04 data base search shows 27-12028 with a 4-17-1926 priority date. But no other information.

claim 27-4N is shown as active for Bryce Fielding?

T2933 ownership chg Oct 20, 1998.

I see no reason for this right to be renumbered.

Pedigree table has 27-4N renumbered to 27-12028?

9/27/04 Bryce Fielding 357-3075 called me to see what I needed and I explained that I need verification back to Fox & Whitten to verify the ownership of the water. I could give him a month to see what he could come up with.

10/5/04 Call from Bryce Fielding in his remarks

Harley R.V. bought 5 sections in the Wapellow area to make a sand out off. They sreed

the water off. Sec's 22, 23, 24, 25 & 26. They took the water off. John Peterson Purchased by Don Esplin. 5.4 cfs. came with the property.

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	Bryce & Mary W. Fielding					
Name connector: and _____, or _____, and/or _____						
Current Owner	720 N. 1100 E.					
Current Owner	Shelley, ID 83224.					

357-3075

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

Reviewer: _____

Date: _____

Contacts Data Entry Form

William Howard.

Bryce Fielding

Claim 27-12028

? (27-4N)

Timeline

- 11/19/1928 Quitclaim Deed, Alvin & Dora Just to James Just
T2S, R36E, Section 24, SWNE
T2S, R37E, Section 35, ?1/2
All ditches, water and water rights
Recorded page 408, #8177
- 1933.
6/24/1935 Warranty Deed, Sarah Stoddart to James Just
40" Blackfoot decreed water
Priority date 6/1/1885 (27-4)
Note: This is part of 200" conveyed to V. R. Pugmire and James Just
Recorded #7243 ✓
- 10/15/1940 Warranty Deed, V. R. Pugmire to James Just
T2S, R36E, Section 23 SE, undivided one-half interest
T2S, R36E, Section 24, SW and Lot 2 ✓
T2S, R36E, Section 25, Lots 1 and 2 ✓
T2S, R36E, Section 26, NE ✓
All containing 614.17 acres
All ditches and water rights
100" Blackfoot decreed water
Priority date 5/1/1885 (27-29)
370" Fox and Whitten ✓
Priority date :
½ sh Eastern Idaho Water Co. ✓
Recorded page 594, #28111
- 4/30/1941 Deed, Bingham County to James Just
T2S, R36E, Section 24, NENE
Recorded #30311
- 1/22/1944 Warranty Deed, V. R. Pugmire, James & Crillia Just to J. L. Hadley
T2S, R36E, Section 23, SE.
T2S, R36E, Section 24, SW and Lot 2 ✓
T2S, R36E, Section 25, Lots 1 and 2 ✓
T2S, R36E, Section 26, NE
All water rights
½ shs Eastern Idaho Water Co. ✓
370" Fox & Whitten water ✓
Priority date 1885
Recorded page #13944
- 1/24/1944 Quitclaim Deed, V. R. Pugmire to James Just
100" Blackfoot decreed water
Priority date 5/1/1885 (27-29)
Recorded #41626
- 2/25/1956 Warranty Deed, J. Leroy & Jennetill Hadley to Pailey & Lila Arave
T2S, R36E, Section 23, SE
T2S, R36E, Section 26, NE
All water, water rights and ditches 370 Fox & Whitten.

Recorded???

6/19/1956

Deed, John & Elrnadine Peterson to Parley & Lila Arave
T2S, R36E, Section 24, Lot 2, SW
T2S, R36E, Section 25, Lots 1 and 2
Water right and ditch rights
Recorded #97??????

6/19/1956

Warranty Deed, John & Bernadine Peterson to Parley & Lila Arave
T2S, R36E, Section 24, NW, NWNE
All ditches, water and water rights
5" Blackfoot decreed water
Priority date 6/1/1885
30" Blackfoot decreed water - conveyed by E.V. Call + wife to William E. Hall
Priority date 6/1/1885
100" Blackfoot decreed water - deed to William Pratt, recorded in Book 40 of
Priority date 6/1/1885
14/50 of one sh Blackfoot Irrigation Co. deeds page 89.
T2S, R36E, Section 26, N1/2NW
Water and water rights
1/2 sh Blackfoot Irrigation Co.
1/2 sh East Branch of Blackfoot Irrigation Co.
Recorded #97?????

Ellis Hall recorded in Book 48, pg 247
Carrie J. Barth conveyed to W.E. Hall
William E Hall Book 61, of deeds
pg 250.

5/1/1958

Warranty Deed, Charles & Iris Just to Parley Arave
T2S, R36E, Section 24, SWNE
T2S, R36E, Section 24, NENE, part of (w. of government canal)
Recorded Book 99, page 317

5/19/1966

Warranty Deed of Water Right, Evert & Frances Prescott to Morrell & Joann Hampton
240 miner inches or 4.8 cfs
Priority date 2/21/1890
To Irrigate T3S, R34E, Section 28, NE and Lots 4 and 5
Recorded #128441

~~128~~ 1-169

10/24/1967

Warranty Deed, Malvern L., Mary and Malvern S. Wallace to Parley Arave
T2S, R36E, Section 24, 7 acres (w. of Reservation canal)
Recorded #138???

12/14/1971

Warranty Deed of Water Right, Morrell & Joann Hampton to Don & Lorna Esplin
240 miner's inches or 4.8 cfs Snake River decreed water
Priority date 2/21/1890
To irrigate: T5S, R34E, Section 28, NE 1/2 and Lots 4 and 5
Recorded #166283

~~128~~ 1-169.

8/4/1983

Warranty Deed, Parley & Lila Arave to Don & Lorna Esplin
272" decreed Blackfoot water
Priority date 1885
To irrigate T2S, R36E, Sections 23, 24, 25 and 26

1/20/1888

Warranty Deed, Don & Lorna Esplin to Stephen & Rena Blaser
272" Blackfoot water decreed
Priority date 1885.
To irrigate T2S, R38E, Sections 6 and 7

1988

9/19

7/??/1995

Recorded #367943

Insurance Schedule: Purchaser: Bryce & Mary Fielding
T2S, R38E, Section 6, N1/2, part of
T2S, R38E, Section 6, Lot 8, part of
T2S, R38E, Section 7, N1/2NE, part of
T3S, R36E, Section 3, part of

5/30/2001

Corrected Warranty Deed, Stephen & Rena Blaser to Don & Loran Esplin
(This corrects Warranty Deed recorded #499174)
272" Blackfoot water decreed
Priority date 1885
To irrigate: T2S, R38E, Sections 6 and 7
Recorded #500860



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

September 10, 2004

Bryce or Mary W. Fielding
720 N. 1100 E.
Shelley, ID 83274

REF: Snake River Basin Adjudication (SRBA)
Claim 27-12028 (renumbered 27-4N)

Subject: Ownership verification of decree

RESPONSE DATE: OCTOBER 1, 2004

Dear Claimants:

IDWR is currently investigating adjudication claims in basin 27. In order to make a complete and accurate recommendation of your water rights, each element of the water right must be proven. At this time, the Department does not have proof of ownership for your claim number referenced above. Please submit deeds and proof of ownership of the water right referenced above by the above referenced date.

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

Respectfully,

Cindy E. Bird
Adjudication Bureau



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

November 6, 2003

Don Esplin
449 West Locust
Shelley, ID 83274

Re: Claim No. 27-4N

Dear Mr. Esplin:

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

In order to make a complete and accurate recommendation of your water rights, each element of the water right must be proven. At this time, the Department does not have proof of ownership for your claim number referenced above. Please submit deed and proof of your ownership of the water right referenced above to the attention of Vicky Music, IDWR, 1301 N. Orchard, Boise, ID, 83706 Please submit your proof by **November 30, 2003.**

If you have questions regarding this request, please contact Cindy Bird at the Soda Springs Office for the Idaho Department of Water Resources at 208-547-3993 or you can contact me directly at 208-327-7900.

Very truly yours,

SUSAN HAMLIN NYGARD
Deputy Attorney General
Idaho Department of Water Resources

cc: Cindy Bird

WARRANT DEED

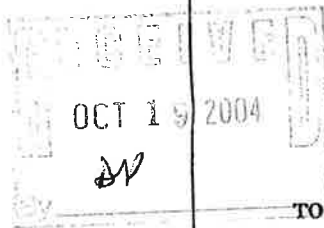
367943

For Value Received DON ESPLIN and LORNA ESPLIN, husband and wife, 449 West Locust, Shelley, Idaho 83274,

the grantors, do hereby grant, bargain, sell and convey unto STEPHEN J. BLASER and RENA K. BLASER, husband and wife, 300 East 325 North, Blackfoot, Idaho 83221,

the grantees, the following described premises, in Bingham County Idaho, to wit:

Two-hundred-seventy-two (272) inches of the decreed waters of the Blackfoot River as shown by the Decree filed August 1, 1891, in the case of Fred S. Stevens, et al., vs. Eastern Idaho Water Company, et al., which water was appurtenant to part of Sections 6 and 7, Township 2 South, Range 38 E.B.M., in Bingham County, Idaho. Said Water Decree having a priority date of 1885.



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

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

Dated:

Don Esplin
Lorna Esplin

STATE OF IDAHO, COUNTY OF
On this day of , 1988,
before me, a notary public in and for said State, personally
appeared

DON ESPLIN and
LORNA ESPLIN,
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.

367943

BRIGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 30 SEP 1988

O W N E R S

SCHEDULE A

Office File Number	Policy Number	Date Of Policy	Amount Of Insurance	Premium Amount
3-18200-T	13 0031 60 001364	10/04/95 2:35 P.M.	\$ 240,000.00	\$ 975.00

1. Name Of Insured:

BRYCE J. FIELDING and MARY W. FIELDING

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

FEE SIMPLE

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

BRYCE J. FIELDING and MARY W. FIELDING, husband and wife

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

Mortgage from BRYCE J. FIELDING and MARY W. FIELDING, husband and wife to NORTHWEST FARM CREDIT SERVICES, ACA, to secure the payment of \$175,000.00, together with interest and any other obligations secured thereby, dated SEPTEMBER 13, 1995, recorded SEPTEMBER 19, 1995, as Instrument No. 437906.

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:

See Attached Exhibit "A"



This Policy valid only if Schedule B is attached.

EXHIBIT A

TRACT A: Portions of the N½ of Section 6, Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho, described as:

The SE¼NW¼ of said Section 6, EXCEPT beginning at a point on the East line of said SE¼NW¼ that is South 0°13' West 1043 feet; North 88°13' West 1133.5 feet; South 64°04' West 1242 feet; South 54°29' West 442 feet; and South 39°46' West 41.3 feet from the Northeast corner of said Section 6; and running thence South 39°46' West 596.2 feet; thence South 61°04' West 720 feet to the South line of said SE¼NW¼; thence East to the Southeast corner of said SE¼NW¼; thence North to the Point of Beginning. AND

Beginning at a point that is South 0°13' West along the Section line 603 feet from the Northeast corner of said Section 6, and running thence South 0°13' West 440 feet; thence North 88°13' West 1133.5 feet; thence South 64°04' West 1242 feet; thence South 54°29' West 442 feet; thence South 39°46' West 41.3 feet to the North-South Quarter line of said Section; thence North along said quarter line 650 feet; thence North 67°31'50" East 1626.59 feet; thence South 88°13' East 1135.2 feet to the Point of Beginning.

TRACT B: Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho
Section 6: Lot 8, E½SW¼, SE¼, EXCEPT Beginning at the Southeast corner of said Section 6, and running thence North 0°13' East along the Section line 1468.6 feet; thence South 29°44' West 485.2 feet; thence South 27°27' West 1183.4 feet; thence North 89°48' East 780.6 feet to the Point of Beginning.

A portion of the N½ of Section 6, Township 2 South, Range 38 East of the Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 0°13' West along the Section line 1043 feet from the Northeast corner of said Section; thence South 0°13' West 1603 feet; thence West 3641.5 feet; thence North 61°4' East 720 feet thence North 39°46' East 637.5 feet; thence North 54°29' East 442 feet; thence North 64°4' East 1242 feet; thence South 88°13' East 1133.5 feet to the Point of Beginning.

Portion of the N¼NE¼ of Section 7, Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of Section 6, said Township and Range, and running thence South 32°30' West 799.2 feet; thence South 71°44' West 200 feet to the True Point of Beginning; thence South to the South line of the NW¼NE¼, thence West along the South line of the NW¼NE¼ to the West line of the NW¼NE¼; thence North 312.3 feet; thence South 70°23' East 224.4 feet; thence North 71°44' East 1125.5 feet to the True Point of Beginning. AND

Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of said Section 6; thence South 32°30' West 799.2 feet; thence South 71°44' West 1325.5 feet to a point that is 312.3 feet North and South 70°23' East 224.4 feet from the Southwest corner of the NW¼NE¼; thence North 70°23' West 224.4 feet; thence North 0°56' East 1007.7 feet; thence North 89°48' East 1883 feet to the Point of Beginning.

RECEIVED
OCT 19 2004

By _____

EXHIBIT A (Continued)

TRACT C: Part of Section 3, Township 3 South, Range 36, East Boise Meridian, Bingham County, Idaho, described as: Beginning at a point on the Northerly line of Rich Lane that is South 89°48' East along the Section line 2687.90 feet and South 1674.66 feet from the Northwest corner of said Section 3; thence South 61°21'50" East along said road fence line 221.44 feet; thence North 11°43'50" West along the right bank of the Blackfoot River 129.25 feet; thence South 83°4'5" West 196.30 feet to the Point of Beginning.



O W N E R S

SCHEDULE A

Office File Number	Policy Number	Date Of Policy	Amount Of Insurance	Premium Amount
3-18200-T	13 0031 60 001364	10/04/95 2:35 P.M.	\$ 240,000.00	\$ 975.00

1. Name Of Insured:

BRYCE J. FIELDING and MARY W. FIELDING

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

FEE SIMPLE

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

BRYCE J. FIELDING and MARY W. FIELDING, husband and wife

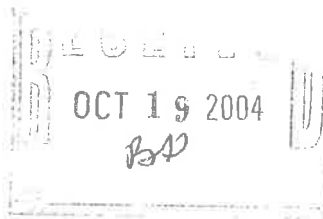
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

Mortgage from BRYCE J. FIELDING and MARY W. FIELDING, husband and wife to NORTHWEST FARM CREDIT SERVICES, ACA, to secure the payment of \$175,000.00, together with interest and any other obligations secured thereby, dated SEPTEMBER 13, 1995, recorded SEPTEMBER 19, 1995, as Instrument No. 437906.

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

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This Policy valid only if Schedule B is attached.

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Beginning at a point that is South 0°13' West along the Section line 603 feet from the Northeast corner of said Section 6, and running thence South 0°13' West 440 feet; thence North 88°13' West 1133.5 feet; thence South 64°04' West 1242 feet; thence South 54°29' West 442 feet; thence South 39°46' West 41.3 feet to the North-South Quarter line of said Section; thence North along said quarter line 650 feet; thence North 67°31'50" East 1626.59 feet; thence South 88°13' East 1135.2 feet to the Point of Beginning.

TRACT B: Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho

Section 6: Lot 8, E¼SW¼, SE¼, EXCEPT Beginning at the Southeast corner of said Section 6, and running thence North 0°13' East along the Section line 1468.6 feet; thence South 29°44' West 485.2 feet; thence South 27°27' West 1183.4 feet; thence North 89°48' East 780.6 feet to the Point of Beginning.

A portion of the N½ of Section 6, Township 2 South, Range 38 East of the Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 0°13' West along the Section line 1043 feet from the Northeast corner of said Section; thence South 0°13' West 1603 feet; thence West 3641.5 feet; thence North 61°4' East 720 feet thence North 39°46' East 637.5 feet; thence North 54°29' East 442 feet; thence North 64°4' East 1242 feet; thence South 88°13' East 1133.5 feet to the Point of Beginning.

Portion of the N¼NE¼ of Section 7, Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of Section 6, said Township and Range, and running thence South 32°30' West 799.2 feet; thence South 71°44' West 200 feet to the True Point of Beginning; thence South to the South line of the NW¼NE¼, thence West along the South line of the NW¼NE¼ to the West line of the NW¼NE¼; thence North 312.3 feet; thence South 70°23' East 224.4 feet; thence North 71°44' East 1125.5 feet to the True Point of Beginning. AND

Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of said Section 6; thence South 32°30' West 799.2 feet; thence South 71°44' West 1325.5 feet to a point that is 312.3 feet North and South 70°23' East 224.4 feet from the Southwest corner of the NW¼NE¼; thence North 70°23' West 224.4 feet; thence North 0°56' East 1007.7 feet; thence North 89°48' East 1883 feet to the Point of Beginning.

RECEIVED
OCT 19 2004
BY

EXHIBIT A (Continued)

TRACT C: Part of Section 3, Township 3 South, Range 36, East Boise Meridian, Bingham County, Idaho, described as: Beginning at a point on the Northerly line of Rich Lane that is South $89^{\circ}48'$ East along the Section line 2687.90 feet and South 1674.66 feet from the Northwest corner of said Section 3; thence South $61^{\circ}21'50''$ East along said road fence line 221.44 feet; thence North $11^{\circ}43'50''$ West along the right bank of the Blackfoot River 129.25 feet; thence South $83^{\circ}4'5''$ West 196.30 feet to the Point of Beginning.



WARRANTY DEED

309249

For Value Received

PARLEY A. ARAVE and LILA A. ARAVE, husband and wife; and DALE ARAVE
and CAROL COLLEEN ARAVE, husband and wife
the grantors do hereby grant, bargain, sell, and convey unto

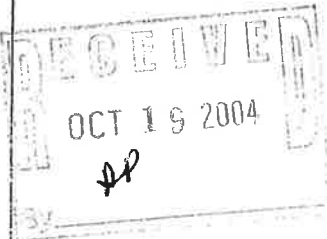
DON ESPLIN and LORNA ESPLIN, husband and wife

the grantee s, whose current address is

449 West Locust, Shelley, Idaho 83274

the following described premises, to-wit:

Two-hundred-seventy-two (272) inches of the decreed waters of the
Blackfoot River as shown by the Decree filed August 1, 1891, in the
case of Fred S. Stevens, et al., vs. Eastern Idaho Water Company,
et al., which water was appurtenant to part of Sections 23, 24, 25,
and 26, Township 2 South, Range 36 E.B.M., in Bingham County, Idaho.
Said Water Decree having a priority date of 1885.



BINGHAM COUNTY, IDAHO

1983 AUG 4 PM 3 57

309249

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

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 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: August 4, 1983

Parley A. Arave
Parley A. Arave
Lila A. Arave
Lila A. Arave

Dale Arave
Dale Arave
Carol Colleen Arave
Carol Colleen Arave

STATE OF IDAHO, COUNTY OF Bingham
On this 4th day of August, 1983,
before me, a notary public in and for said State, personally
appeared

PARLEY A. ARAVE, LILA A. ARAVE,
and CAROL COLLEEN ARAVE

known to me to be the person s who se name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Michelle Kest
Notary Public
Residing at: Blackfoot, Idaho
Comm. Expires: 7-11-1984

STATE OF IDAHO, County of Bingham

On this 4th day of August, 1983, before
me, a Notary Public in and for said State,
personally appeared DALE ARAVE, known to me
to be the person whose name is subscribed
to the within Instrument, and acknowledged
to me that he executed the same.

Michelle Kest
Notary Public for State of Idaho
Residing at: Blackfoot, Idaho

INSTRUMENT No.

500860

500860

Watera.doc

CORRECTED WARRANTY DEED

FOR VALUE RECEIVED, Stephen J. Blaser and Rena K. Blaser, of PO Box 1047, Blackfoot, Idaho 83221, the Grantors, do hereby grant, bargain, sell, and convey unto Don Esplin and Lorna Esplin, husband and wife the Grantees, whose current address is 449 West Locust, Shelley, Idaho 83724, the following described premises, to-wit:

Two hundred seventy-two (272) inches of the decreed waters of the Blackfoot River as shown by the Decree filed August 1, 1891, in the case of Fred S. Stevens, et al., vs. Eastern Idaho Water Company, et al., which water was appurtenant to part of Sections 6 and 7, Township 2 South, Range 38 EBM, in Bingham County, Idaho. Said Water Decree having a priority date of 1885.

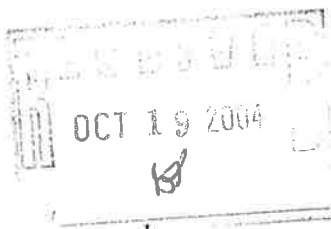
This Warranty Deed is to correct the one recorded April 6, 2001 as Instrument Number 499174, records of Bingham County, Idaho.

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 they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED and signed this 30 day of ^{May}~~March~~, 2001.


STEPHEN J. BLASER


RENA K. BLASER

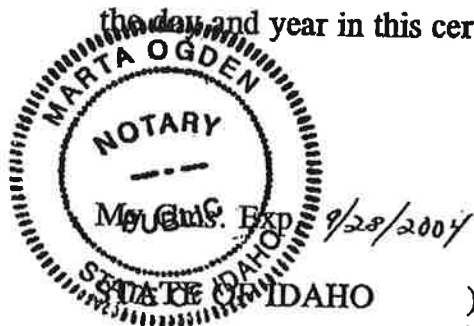


BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 10.00 DEP 0
2001 JUN -5 AM 9:29
RECORDED AT THE REQUEST OF
Don Esplin
449 W Locust
Shelley ID 83724

STATE OF IDAHO)
)Ss.
County of Bingham)

On this 30 day of ^{May}~~March~~, 2001, before me, the undersigned, a notary public in and for said state, personally appeared STEPHEN J. BLASER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

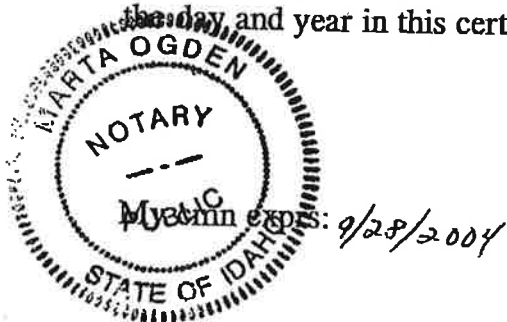


Marta Ogden
Notary Public for State of Idaho
Residing at: Blackfoot

STATE OF IDAHO)
) ss.
County of Bingham)

On this 30 day of May, 2001, before me, the undersigned, a notary public in and for said state, personally appeared RENA K. BLASER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.



Marta Ogden
Notary Public for State of Idaho
Residing at Blackfoot

500860



৓৓৓৓৓

THIRD EDITION

1990-1991

১) নীচের কোনটি একটি পলিমার? (২ মার্ক)

ক) চিনি খ) সোডিয়াম ক্লোরাইড গ) প্লাস্টিক ঘ) অক্সিজেন

[illegible]

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THE UNIVERSITY OF CHICAGO
 LIBRARY
 540 EAST 57TH STREET
 CHICAGO, ILL. 60637
 312 937 3000

THE UNITED STATES

WAL
For Value Received MATTHEW
MATTHEW S. WALLACE, JR.
MATTHEW S. WALLACE, JR.

HEAVENLY STEAKS

WARRANTY

For Value Received MATTHEW D. WALLACE and MARY M. WALLACE and

WALLACE, an unmarried man

the following information:

PARTLEY & ARABE

UNITED STATES DEPARTMENT OF JUSTICE

[illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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...הוא לא יוכל להימנע מלהעביר את המידע הזה לרשות המוסרית. ...

100-443887-100

02/14/77

WARRANTY DEED

BOOK 99 PAGE 317

THIS INDENTURE, Made this 1st day of May,
in the year of our Lord one thousand nine hundred and fifty-eight, between
CHARLES C. JUST and IRIS P. JUST, husband and wife,

of the County of Bingham, State of Idaho,
the parties of the first part, and PARLEY A. ARAVE,

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 TWO THOUSAND 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, have granted,
bargained and sold, by these presents do grant, bargain, sell, convey and confirm unto
the said party of the second part, and to his heirs and assigns forever, all of the
following described real estate, situated in the County of
Bingham, State of Idaho, to-wit:

The Southwest quarter of the Northeast quarter
and that part of the Northeast quarter of the Northeast
quarter West of the Government Canal, all in Section
Twenty-four, Township Two South, of Range Thirty-six,
East of the Boise Meridian, in Idaho.

Subject to the taxes on said premises for the
year 1958 which the grantee assumes and agrees to pay.

WARRANTY DEED

THIS INDENTURE, Made this 25th day of February
in the year of our Lord one thousand nine hundred and fifty-six, between
J. L. MOLEY, also known as J. Leroy Hadley, and JENNIFER MOLEY,
husband and wife,
of the County of Bingham State of Idaho

the parties of the first part, and HARVEY A. KRAVE and LILA A. KRAVE,
husband and wife,
of the County of Bingham State of Idaho

the parties of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the
sum of Ten and no/100- - - - - DOLLARS,
lawful money of the United States of America, and other valuable considerations
to them in hand paid by the said

parties of the second part, the receipt whereof is hereby acknowledged, have granted, bar-
gained and sold, by these presents do grant, bargain, sell, convey and confirm unto the said
parties of the second part, and to their heirs and assigns forever, all of the following
described real estate, situated in the County of

Bingham State of Idaho, to-wit:

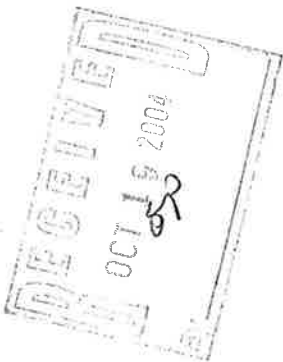
The Southeast Quarter of Section Twenty-three and the
Northeast Quarter of Section Twenty-six all in Township
Two South, Range Thirty-six East of the Boise Meridian,
together with all water, water rights, ditches and ditch
rights of way thereto belonging or in anywise appertaining.

Subject to taxes and assessments for the year 1956 and to a mortgage on
said premises and other property executed by the parties of the first
part in favor of Utah Mortgage Loan Corporation dated August 23, 1954,
and recorded September 25, 1954 in Book 90 of Mortgages at page 47 of
the records of Bingham County, Idaho, the balance of which said mortgage
in the principal amount of Nine Thousand and no/100 Dollars the parties
of the second part assume and agree to pay.

THIS INDENTURE, made this 19th day of June, 1956,
between JOHN H. RAY and LILA A. RAY, husband and wife,
of the County of Bingham, State of Idaho,
the parties of the first part and HAROLD A. RAY and LILA A. RAY, husband
and wife, of the
County of Bingham, State of Idaho, the parties of the second part,
WITNESSETH, that the said parties of the first part, for and in consideration of the sum of
Ten and no/100 - - - - - Dollars
lawful money of the United States of America, and other valuable considerations
to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said parties of the second part, and to their heirs and assigns, forever, all the following described
real estate, situated in the County of Bingham,
State of Idaho, to-wit:

Lot Two and the Southwest Quarter of Section Twenty-four
and Lots One and Two of Section Twenty-five all in
Township Two South, Range Thirty-six East of the Boise
Meridian, together with water rights and ditch rights
thereunto belonging or in anywise appertaining.

Subject to taxes and assessments for the year 1956, rights of way and
easements, reservations in federal patents and state deeds, a certain
mortgage on said premises in favor of the Utah Mortgage Loan Corpora-
tion dated August 26, 1954, and recorded September 22, 1954, in Book 90
of mortgages at Page 47 of the records of Bingham County, Idaho, any
liens or encumbrances assumed or created, caused or attached by reason
of any act or deed of the parties of the second part.



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity,
of the said parties of the first part.

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

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

Executed and Delivered in the Presence of

J. H. RAY

6-19-1956

WARRANTY DEED

THIS INDENTURE, Made this 19th day of June
in the year of our Lord one thousand nine hundred and fifty-six, between
JOHN H. PETERSON and BERNADINE E. PETERSON, husband and wife,
of the County of Bingham State of Idaho
the parties of the first part, and HARLEY A. ARAVE and LILA A. ARAVE, husband
and wife,
of the County of Bingham State of Idaho
the parties of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the
sum of Ten and no/100- - - - - DOLLARS,
lawful money of the United States of America, and other valuable considerations
to them in hand paid by the said

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

The Northwest Quarter and the Northwest Quarter of the Northeast
Quarter of Section Twenty-four (24) in Township Two (2) South,
Range Thirty-six (36) East of the Boise Meridian, together with
all ditches, ditch rights of way, water and water rights belonging
or in anywise appertaining unto said premises, including particu-
larly the following:

Five inches of decreed water in the Blackfoot River, being a
part of the decree to A. Whitten and Susan E. Whitten with priority
date June 1, 1885, in the decree in action of F.S. Stevens, et al,
plaintiffs, and Eastern Idaho Water Company, et al, defendants,
recorded in Judgment Book 1 at pages 107 to 116, records of Bingham
County, Idaho, conveyed to grantors by deed recorded in Book 47 at
page 102, said records, and thirty inches of waters decreed in said
action with priority of June 1, 1885, out of the decreed right of
F. B. Cox, Jr., William Howard, A. Whitten, Susan E. Whitten and
Calvin Miles as conveyed by E. V. Call and wife to William E. Hall
and in said deed as Ellis Hall by deed recorded in Book 48, page 247
of said records, and one hundred inches of said water decree of
A. Whitten and Susan E. Whitten with priority June 1, 1885 as shown
by deed to William Pratt recorded in Book 40 of Deeds at page 89 and
by mesne conveyances vesting in Carrie J. Barth and by her conveyed
to W. E. Hall, being the aforesaid grantor William E. Hall, by deed
recorded in Book 61 of Deeds page 250 of said records.

Together with 14/50 of one share of capital stock in Blackfoot
Irrigation Company.

Subject to a mortgage on said premises in the principal amount of 17000.
or thereabouts.

Also The North Half of the Northwest Quarter of Section Twenty-six
in Township Two South of Range Thirty-six East of the Boise Meridian,
in Idaho, together with water and water rights therefor and particu-
larly one-half share of the capital stock of the Blackfoot Irriga-
tion Company and one-half share of stock of East Branch of Blackfoot
Irrigation Company.

All subject to taxes and assessments for the year 1956, rights of way and
easements, reservations in federal patents and state deeds and any liens
and encumbrances assumed, created, caused or attached by reason of act or
deed by parties of the second part.

17 40-60
Lose 1/2 inch

Cindi

128441

Look at this & see if there is any
Value here -

WARRANTY DEED OF WATER RIGHT

Red

OCT 15 2004
B

THIS INDENTURE, Made this 19th day of May, 1966, between EVERT
PRESCOTT and FRANCES PRESCOTT, his wife, and RALPH D. PRESCOTT and
ELAINE PRESCOTT, his wife, all of Blackfoot, County of Bingham, State
of Idaho, the parties of the first part, and MORRELL HAMPTON and
JOANN HAMPTON, his wife, of Shelley, County of Bingham, State of Idaho,
as parties of the second part.

WITNESSETH:

That the said parties of the first part, for and in considera-
tion of the sum of EIGHT THOUSAND FOUR HUNDRED and NO/100 (\$8,400.00)
DOLLARS lawful money of the United States of America, to them in hand
paid by the said parties of the second part, the receipt whereof is
hereby acknowledged, have granted, bargained and sold, by these pre-
sents do grant, bargain, sell, convey and confirm unto the said parties
of the second part, and to their heirs and assigns forever, all of
that certain water right as decreed in the Snake River, in the County
of Bingham, State of Idaho, as follows:

ALL OF THE RIGHT, TITLE AND INTEREST of the first parties
in and to 240 miner's inches, or 4.8 cubic feet per second, of
the decreed waters of Snake River, acquired by mesne conveyances
and being a part of the decreed right of Snake River of 320
inches, with date of priority, February 21, 1890, decreed to
and for the irrigation of the NE 1/4, and Lots 4 and 5 of Section
28, Township 3 S., of Range 34 East of the Boise Meridian, in
Bingham County, Idaho. 1-169
6.4 cfs

Said water rights hereby conveyed were decreed to and for the
NE 1/4, and Lots 4 and 5 of Section 28, Township 3 S., of Range
34 East of the Boise Meridian, in Bingham County, Idaho.

TOGETHER, With all and singular the tenements, hereditaments
and appurtenances thereunto belonging or in any wise appertaining,
the reversion and reversions, remainder and remainders, rents, issues
and profits thereof; and all estate, right, title and interest in
and to the said property, as well in law as in equity, of the said
parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and
described premises, together with the appurtenances, unto the parties
of the second part, and to their heirs and assigns forever and the
said parties of the first part and their heirs, the said premises in
the quiet and peaceable possession of the said parties of the second

5-19-1966

part, their heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Ralph D. Prescott

Evert Prescott

Frances Prescott

Elaine Prescott

STATE OF IDAHO)
County of Bingham) ss.

On this 19 day of May, 1966, before me the undersigned, A Notary Public in and for said State, personally appeared EVERT PRESCOTT and FRANCES PRESCOTT, his wife, and RALPH D. PRESCOTT and ELAINE PRESCOTT, his 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.



Alfred H. Hume
Notary Public for State of Idaho
Residing at:
My Comm. expires:

RECORDED
FEB 10 1966
HARRIS & CO.

FEB JAN 23 AM 9 50

NO
CHIEF
CLERK

DEED RECORD, BINGHAM COUNTY

QUIT CLAIM DEED

No. 8177

BOOK

SEC. 5. BINGHAM CO., ID.

920

THIS INDENTURE, made the 19th day of November in the year of our
thousand nine hundred and 28 between

Alvin D. Just & Dora Hilliard Just his wife

the part y of the first

James Just

the part y of the second

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

one and no/100

DOLLARS, lawful

of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof
acknowledged, do by these presents demise, release and forever quit-claim unto the said part y of the second part, and to
heirs and assigns, all their certain lot, piece, or parcel of land situated in

of Bingham, ~~State~~ State of Idaho, and bounded and particularly described as follows, to-wit:

South West $\frac{1}{4}$ of the North East $\frac{1}{4}$ Section 24, $\frac{1}{2}$ South Range 36 E. B. M., and the
half of section 35, $\frac{1}{2}$ South Range 37 E. B. M; together with all ditches and ditch
of way, water and water rights thereunto belonging

OCT 19 1928

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appurtenant
and 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 said part y of the
second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said part y of the first part
hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

M. M. Farmer

Alvin D. Just

Dora Hilliard Just

STATE OF IDAHO,

County of Bingham

ss.

I DO HEREBY CERTIFY THAT: on this 19th day of November in the year of 1928, M. M. Farmer a Notary Public in and for said county and state, personally appeared
Just known to me to be the persons whose names is subscribed to the within and foregoing
instrument and acknowledged to me that they executed the same.

AND I DO HEREBY CERTIFY THAT: on this 19th day of November in the year 1928, M. M. Farmer a Notary Public in and for said county and state, personally appeared Dora
Just known to me to be the person whose name is subscribed to the within and foregoing
ment, described as a married woman, the wife of the above named Alvin D. Just and upon
tion separate and apart from and without the hearing of her said husband I made her
with the contents of the instrument and thereupon without the hearing of her husband
acknowledged to me that she executed the same and that she does not wish to retract
execution.

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

Seal

M. M. Farmer, Notary Public

My commission expires March 27, 1931.

Recorded at request of Bingham Title & Trust Co. Nov. 20, 1928 at 11:30 A. M.

P. B. Dance,

11-19-1928

08/18/1

WARRANTY DEED OF WATER RIGHT

THIS INDENTURE, Made this 14th day of December, 1971, between MORRELL HAMPTON and JOANN HAMPTON, his wife, of the County of Bingham, State of Idaho, the parties of the first part, and DON M. ESPLEN and LORNA C. ESPLEN, his wife, of Shelley, County of Bingham, State of Idaho, as parties of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledge, have granted, bargained and sold, by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of that certain water right as decreed in the Snake River, in the County of Singam, State of Idaho, as follows:

HEAD OF THE RAPIDS, FALLS AND THRESHOLD of the first parties in and to 140 min'n's inches, or 1.0 cubic feet per second, of the secured waters of Snake River, acquired by meze conveyance and being a part of the second right of Snake River of 320 inches, with date of priority, February 21, 1920, decreed to and for the irrigation of the NW 1/4, and lots 1 and 2 of Section 20, Township 3 S., of Range 34 West of the Boise meridian, in Blaine County, Idaho.

and water rights conveyances were shown to be in compliance with the provisions of Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 85

[illegible]

12-14-197



WARRANTY DEED

6-24-1935

No. 7243

Book No. 56 29-4

THIS INDENTURE, Made the 24th day of June in the year of our Lord one thousand nine hundred and thirty-five, between

Sarah L. Stoddart, a widow

of the county of Bingham and State of Idaho, the part Y of the first part, and

James Just

of the County of Bingham and State of Idaho, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

One and no/100

DOLLARS,

lawful money of the United States of America, to her in hand paid by the said part Y 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 his

heirs and assigns forever, all the ~~certain forty inches of water~~ ~~of the Blackfoot River~~ ~~being a part of the 1500 inches~~ ~~decreed to P. B. Fox, Jr., William Howard, A. Whitten, Susan E. Witten and Calvin Miles~~ ~~as of date of June 1st, 1885 in that action wherein Fred S. Stevens, et al, were plaintiffs~~ ~~and Eastern Idaho Water Company, et al were defendants, as shown in that certain decree~~ ~~dated August 1st, 1891 and recorded in Judgment book "I" at pages 107 to 111 of the records~~ ~~of Bingham County, Idaho. The above mentioned forty inches of water being a part of the~~ ~~two-hundred inches of water conveyed to V. R. Pugmire and James Just in that certain deed~~ ~~dated February 3, 1920 and recorded June 22nd, 1921 in Book "35" of deeds at page 368 of~~ ~~the records of Bingham County, Idaho,~~

Forty inches of the waters of the Blackfoot River, being a part of the 1500 inches decreed to P. B. Fox, Jr., William Howard, A. Whitten, Susan E. Witten and Calvin Miles as of date of June 1st, 1885 in that action wherein Fred S. Stevens, et al, were plaintiffs and Eastern Idaho Water Company, et al were defendants, as shown in that certain decree dated August 1st, 1891 and recorded in Judgment book "I" at pages 107 to 111 of the records of Bingham County, Idaho. The above mentioned forty inches of water being a part of the two-hundred inches of water conveyed to V. R. Pugmire and James Just in that certain deed dated February 3, 1920 and recorded June 22nd, 1921 in Book "35" of deeds at page 368 of the records of Bingham County, Idaho,

OCT 15 2004

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 ~~water~~ ~~premise~~, 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 part Y 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

Lotus R. Cone

W. R. Mills

Sarah L. Stoddart

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO,
Ada } ss.
COUNTY OF

I DO HEREBY CERTIFY, That on this 27 day of June in the year 1935, before me, Elbert L. Cone, a Notary Public, in and for the State of Idaho, personally appeared Sarah L. Stoddart, 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 Eagle in Ada County, Idaho,

the day and year

SEAL

Elbert L. Cone
Notary Public for the State of Idaho

first above written.

My commission expires Nov. 18, 1936

Residing at Eagle, Idaho

Recorded at the request of James Just, April 21, 1936 at 2:45 P. M.

6-24-1935

DEED OF COUNTY PROPERTY

INSTRUMENT No. 30311

FRANK & SONS, PUCATELLO, IDAHO 83401

THIS INDENTURE, Made and entered into this 30th day of April, A. D. 1941,
by and between the County of Bingham, State of Idaho, party of the first part, and James Just
of Firth, Idaho, RFD #1, party of the second part.

WITNESSETH: That Whereas, by an order duly given, made and entered by the Board of County Commissioners of said County, in meeting assembled on the 11th day of March, 1941, it was found and determined that the certain tract or parcel of land belonging to said County and hereinafter particularly described, was not necessary for the use of said County, and that the same should therefore, pursuant to the provisions of Section 30-708, Idaho Codes Annotated, as amended, be sold at public auction on the 30th day of April, 1941; and

WHEREAS, Pursuant to said order and the statute in such case made and provided, the sale was advertised on the 29th day of March, 1941, being thirty days prior thereto, in The Daily Bulletin, a daily newspaper published in said County (or posted in five public places of the said county), affidavit of the giving of which notice has been duly filed with the Clerk of the Board of County Commissioners of said county; and

WHEREAS, At the time advertised for said sale the said land was, by the Clerk of said Board, sold at public auction to the party of the second part herein, who was the highest bidder therefor, for the sum of \$ 20.00, cash, lawful money of the United States of America, which said sum the said party of the second part has paid to the Treasurer of the said Bingham County;

NOW, THEREFORE, For and in consideration of the said sum hereinbefore mentioned thus paid, and pursuant to the law in such cases made and provided, the party of the first part herein does hereby grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all that certain tract or parcel of land situated in the County of Bingham, State of Idaho, and more particularly described as follows:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 24, Township 2 South of Range 36, East of Boise Meridian in Idaho, except the right of way of Reservation Canal thereon.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the same unto the party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The Board of County Commissioners of said County has caused the name of said County to be hereunto subscribed by the chairman of said Board, and the seal of said Board of County Commissioners to be hereunto affixed.

Done at Blackfoot, Idaho, the day and year first above written.

ATTEST:

BINGHAM COUNTY

Jno. H. Falk

SEAL

By Louis Felt

County Auditor and Ex-Officio Clerk of the Board of County Commissioners.

Chairman, Board of County Commissioners.

STATE OF IDAHO,

ss.

COUNTY OF BINGHAM

On this 2nd day of May, 1941, before me Jno. H. Falk, Clerk of the District Court, State of Idaho, in and for said County, personally appeared Louis Felt known to me to be the Chairman of the Board of County Commissioners of said Bingham County, who executed the foregoing instrument, and acknowledged to me that he executed the same as such officer.

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

SEAL

Jno. H. Falk, Clerk of the District Court, State of Idaho, in and for Bingham County.

I hereby certify that this instrument was filed for record at the request of James Just
at 02 minutes past 9 o'clock A. M., this 3 day of May
A. D. 1941, in my office and duly recorded in Book of at page
Fees, \$1.00 Jno. H. Falk By A. J. Adamson

4-30-1941

South County of Bingham State of Idaho, the part y of the first part, and

JAMES JUST of Firth

Section 10644 County of Bingham State of Idaho, the part y of the second part.

WITNESSETH, That the said part y . of the first part, for and in consideration of the sum of

One and NO/100 and other valuable consideration - - - - - DOLLARS, lawful money
of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof
is hereby acknowledged, do es by these presents remise release and forever quit-claim unto the said part y of the second part,
and to his heirs and assigns all the XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX
in the County of XXXXXXXX and State of Idaho, and bounded and particularly described as follows, to wit: his right, title

One Hundred (100) inches of the decreed waters of the Blackfoot River as shown by the Decree filed August 1st, 1891 in the case of Fred S. Stevens, et al, vs. Eastern Idaho Water Company, et al, said water being a part of the Leon Misslin 1885 appropriation of 300 inches.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and 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 said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Earl W. Cory

V. R. Pugmire

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO.

COUNTY OF Bingham

I DO HEREBY CERTIFY, That on this 24th day of January in the year 19 44, before me,
Earl W. Cory, a Notary Public in and for said State,
~~the State of~~ personally appeared V. R. Pugmire, a widower,

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal ~~and~~

the day and year in this certificate First of June first above written.

xMx x r n u i e r b o z x x l i x r e x

SEAL

Earl W. Cory
Notary Public for the State of Idaho

Residing at Blackfoot, Idaho.

Recorded at request of V. R. Pugmire on January 24, 1944 at 4:10 p.m.

1-24-1944

WARRANTY DEED

No. 13944

Book No. 70

THIS INDENTURE, Made the 22nd day of January in the year of our Lord one thousand nine hundred and forty-four, between

V. R. PUGMIRE, a widower, and JAMES JUST and GRILLIA JUST, husband and wife, of the County of Bingham State of Idaho, the parties of the first part, and J. L. HADLEY of the County of Bingham State of Idaho, the party of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Seventeen Thousand 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 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 Southeast quarter (SE $\frac{1}{4}$) of Section twenty-three (23), Lot two (2) and Southwest quarter (SW $\frac{1}{4}$) of Section twenty-four (24), Lots one (1) and two (2) of Section twenty-five (25) and the Northeast quarter (NE $\frac{1}{4}$) of Section twenty-six (26), all in Township two (2) South, Range Thirty-six (36) East of the Boise Meridian, in Idaho.

Together with water rights and ditch rights thereunto belonging or in anywise appertaining, and in particular one-half ($\frac{1}{2}$) share Eastern Idaho Water Company water and three hundred seventy (370) inches of Fox-Whitten water, 1885 decree.

\$18.70 I. R. S. Attached and cancelled.

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68

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 parties of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said part y of the second part, in 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 part 1st of the first part have hereunto set their hand s and seal s, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Earl W. Cory

V. R. Pugmire [SEAL]

James Just [SEAL]

Grillia Just [SEAL]

[SEAL]

STATE OF IDAHO, }
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 22nd day of January in the year 1944, before me, Earl W. Cory, a Notary Public commissioned in and for the State of Idaho, personally appeared V. R. Pugmire, a widower, and James Just and Grillia Just, 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 Blackfoot in Bingham County, Idaho the day and year first above written.

My commission expires February 8th, 1945. S E A L

Earl W. Cory
Notary Public for the State of Idaho

Residing at Blackfoot, Idaho

Recorded at the request of Bingham Title & Trust Co., February 6, 1950, 3:10 P.M.

V. F. Whittam Recorder.

1-22-1944

WARRANTY DEED

10-15-1940

No. 28111

BOOK No. 61

THIS INDENTURE, Made the 15th day of October in the year of our Lord one thousand nine hundred and forty, between V. R. Pugmire, a widower,

of the County of Bingham ~~xxx~~ State of Idaho, the party of the first part, and

James Just of the County of Bingham ~~xxx~~ State of Idaho, the party of the second part,

WITNESSETH, That the said party 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 him 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 party of the second part, and to his

heirs and assigns forever, all the certain lots pieces 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:

An undivided one-half interest in and to: The Southeast Quarter of Section Twenty-three, the Southwest Quarter and the Lot numbered Two, of Section Twenty-four, the Lots numbered One, and Two of Section Twenty-five, and the Northeast quarter of Section Twenty-six, all in Township Two South of Range Thirty-six, East of the Boise Meridian, in Bingham County, Idaho, containing 614.17 acres, more or less.

Together with the ditches and water rights for the irrigation thereof, and particularly 100 inches of water of the Leon Misslen Decree and 370 inches of the Fox-Whitten Decree, both in the Blackfoot River, and one-half share of the capital stock of the Eastern Idaho Water Company,

(Subject to any and all encumbrances on the said described property.)

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 party of the first part, and his 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 his 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 party of the first part has hereunto set his hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John W. Jones

V. R. Pugmire [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO, }
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 15th day of October in the year 1940, before me, John W. Jones, a Notary Public, and for personally appeared V. R. Pugmire, a widower,

known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he 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

SEAL

John W. Jones
Notary Public for the State of Idaho

July 17, 1941

Residing at Blackfoot, Idaho.

Recorded at the request of V. R. Pugmire Oct. 16, 1940, at 3:30 o'clock p. m.

10-15-1940

27-012 Fred S. Stevens 138" 7/6/69
Stevens ditch 38" Fred J. Bell Boise, Id.

27-013 Henry Dunn 300" 7/1/1870
Pump river 100" Orvel Fielding (John Thompson)
Hansen Ditch 200" Jim Tarpley (Shoe maker)
23' over

27-014 N.A. & Emma Just 200" 8/1/71
Pump river 200" Reid Bros.

27-016 Leon Misslen 200" 4/1/73
Hansen ditch 100" Owen Taylor
22' Young
Ditch over 50' Lewis Bob

27-017 John Misslen 120" 7/1/1874
Pump river 120' mine & ditch (5 flow plots) Kennecott

27-018 H.R. Lewis 100" 3/1/1875
covered in Reservoir

27-005 Presto Burrill 100" 3/1/1874
Pump river 100" Darrel Cook



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dating from the 1st day of May A.D. 1889 for 145 inches; and the right of Moylaw O'Fox, dating from the 4th day of December A.D. 1889, for 640 inches, shall only extend to the 1st day of July in each year for irrigating purposes, and the said H.R. Lewis, W.H. Ritter, Thomas G. Hibber, Sarah Lewis, J. Little, Charles S. Burton, John Sharp, sr., P.W. Jennings, Donald Pollock, Jacob Eliason, Caroline Eliason, Moylaw O'Fox and each and all of them are hereby enjoined from diverting or using in any manner any part of the said water rights aforesaid, after the 1st day of July in each and every year hereafter, for irrigating or any other than domestic purposes.

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

Peter Morris, March 1st, A.D. 1887 - 60 inches.
 Samuel Orr, July, 1st, A.D. 1887 - 80 inches.
 Peter Morris, April, 1st, A.D. 1887 - 60 inches.
 Saml M. Paylor April 1st A.D. 1888 - 10 inches.

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

George Munroe } April 1st A.D. 1884 - 100 inches.
 and John Lyon }
 Samuel Bonap April 1st A.D. 1887 - 50 inches.

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

P. B. Foy Jr.
William Howard
A Whitten
Susan E. Whitten
Calvin Miles

June 1st A.D. 1885 - 1500 inches

W. W. Ritter

July 23d A.D. 1885 560 inches

Thomas H. Weber

July 23d A.D. 1885 480 inches

Jamur Drew

October 1st A.D. 1885 6 inches

✓ Eastern Idaho Water Co. October 1st A.D. 1885 1000 inches

H. R. Lewis and

Sarah Lewis

March 1st A.D. 1886 160 inches

Jamur Welch

March 20th A.D. 1886 400 inches

William A. Davidson

April 5th A.D. 1886 332 inches

David S. Morgan

April 5th A.D. 1886 132 inches

William Morgan

April 5th A.D. 1886 100 inches

William A. Downing

April 5th A.D. 1886 120 inches

F. Little

October 4th A.D. 1886 240 inches

Charles S. Burton

October 4th A.D. 1886 240 inches

John Sharp sr

November 1st A.D. 1886 320 inches

F. W. Jennings

November 1st A.D. 1886 400 inches

Donald Polun

April 1st A.D. 1887 100 inches

Samuel Borup

April 1st A.D. 1887 50 inches

Jacob Eliason

Caroline Eliason

May 1st A.D. 1889 145 inches

Maylaw O'For

December 4th A.D. 1889 640 inches

That the following rights hereinafore set forth, to-wit:

The right of H. R. Lewis dating from the 1st day of March A.D. 1875, for 100 inches; the right of W. W. Ritter, dating from the 23d day of July A.D. 1885 for 560 inches; the right of Thomas H. Weber, dating from the 23d day of July A.D. 1885 for 480 inches; the right of H. R. Lewis and Sarah Lewis dating from the 1st day of March, A.D. 1886, for 160 inches; the right of F. Little dating from the 4th day of October, A.D. 1886, for 240 inches; the right of Charles S. Burton, dating from the 4th day of October, A.D. 1886, for 240 inches; the right of John Sharp sr, dating from the 1st day of November A.D. 1886, for 320 inches; the right of F. W. Jennings, dating from the 1st day of November, A.D. 1886, for 400 inches; the right of Donald Polun, dating from the 1st day of April A.D. 1887 for 100

In the District Court of the Fifth Judicial District of the State of Idaho, in and for Ringham County.

Fred S. Stevens et. al., Plaintiffs.

vs
Eastern Idaho Water Co. et. al., Defendants.

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

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

Fred S. Stevens, July, 6th A.D. 1869. — 138 inches

Henry Dunn, July, 1st A.D. 1870 — 300 inches

N.A. Just and

Emma Just, August, 1st A.D. 1871 — 200 inches

Leon Misslew, July, 1st A.D. 1873 — 200 inches

John Misslew, April, 1st A.D. 1874 — 120 inches

H. R. Lewis, March, 1st A.D. 1875 — 100 inches

Presto Burrell, March, 1st A.D. 1876 — 100 inches

William Kirkpatrick, May, 1st A.D. 1878 — 100 inches

E. M. Shornaker, April 1st A.D. 1879 — 90 inches

Eastern Idaho Water Co., March, 25th A.D. 1880 — 1800 inches

J. B. Fox, Jr.

William Howard

A. Whitten

Susan E. Whitten

and Calvin Miles

March, 25th A.D. 1880 — 600 inches

Levi Warren, April 1st A.D. 1882 — 50 inches.

Emily Warren, April 1st A.D. 1883 — 106 inches.

Daniel G. Miller, April 1st A.D. 1883 — 100 inches.

Fred S. Stevens, October 1st A.D. 1884 — 140 inches

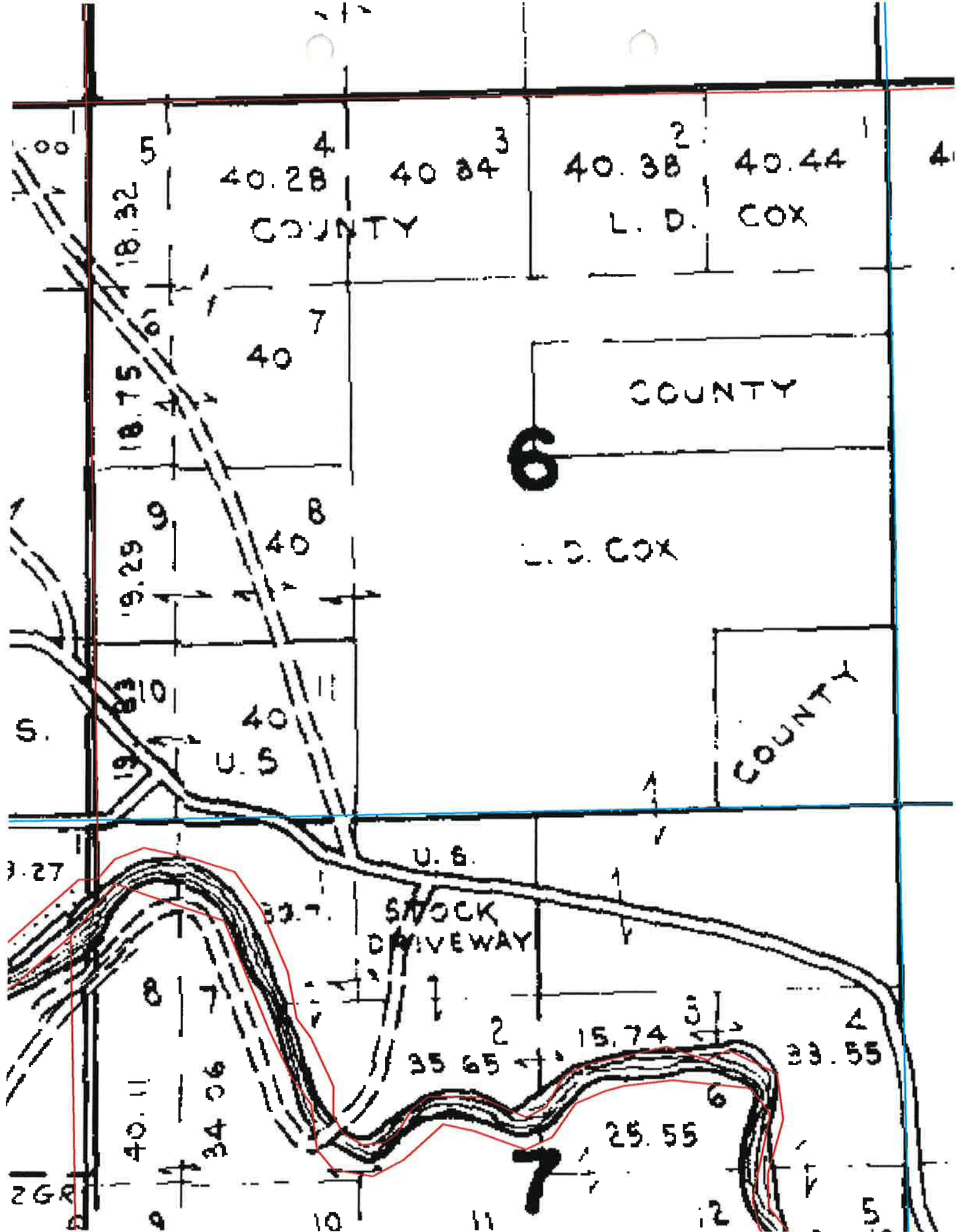
N.A. Just and

Emma Just, April 1st A.D. 1885 — 100 inches.

Leon Misslew, May 1st A.D. 1885 — 300 inches.

Robert Miller, May 1st A.D. 1885 — 150 inches.

Done



1945 Metsker Map

T2S, R38E

TO: Ernest Carlsen
FROM: H W Jones
RE: POU for 27-4N & 27-7088

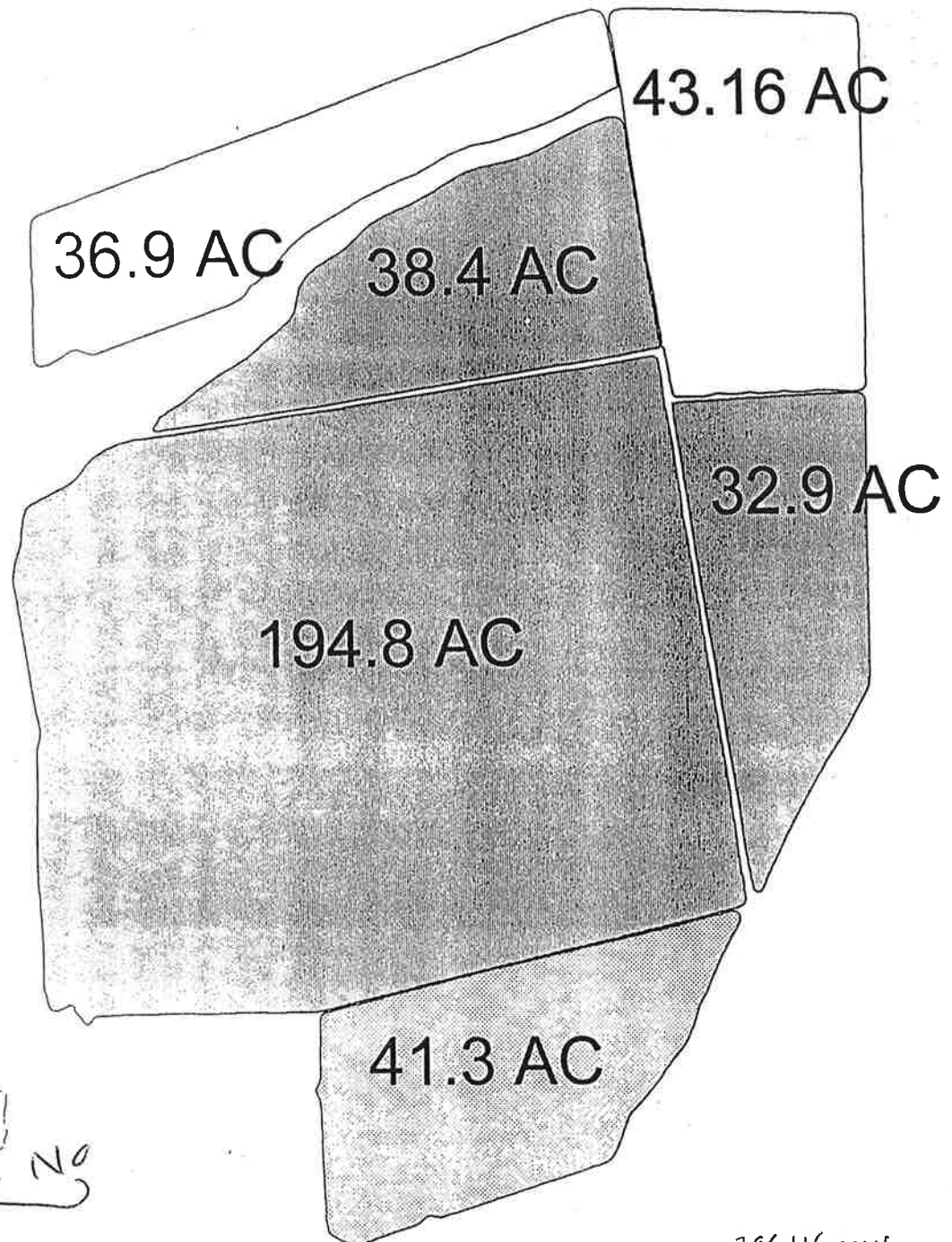
The attached Arc View map and outline was provided by Mr. Bryce Fielding to show his irrigated place of use for the above Claims during my 9-18-2003 visit.

Also provided was a farm map Mr. Fielding had made for his use. He states that both his rights are used within a 397 acre place of use reflected by both maps.

Mr. Fielding also stated that 27-7088 is still viable and will be used as a back-up when surface waters fail.

Harold W Jones
Water Rights Contracting Services

Bryce Fielding



9 Acres

16 Acres

NO

396.46 acres

JUL 13 2001

Log for claim 27-00004N

Spatial Dynamics LTD

11/7/00

| TR | SEC | QQ | Acres
Claimed | Acres
Found | COMMENT |
|----------------|-----|------|------------------|----------------|---------|
| 02s38e | 6 | NENE | 40 | 40 | |
| 02s38e | 6 | NWNE | 40 | 40 | |
| 02s38e | 6 | SWNE | 40 | 40 | |
| 02s38e | 6 | SENE | 40 | 40 | |
| 02s38e | 6 | SENW | 40 | 40 | |
| 02s38e | 6 | NESW | 40 | 40 | |
| 02s38e | 6 | NWSW | 40 | 40 | |
| 02s38e | 6 | SESW | 40 | 40 | |
| 02s38e | 6 | NESE | 40 | 40 | |
| 02s38e | 6 | NWSE | 40 | 40 | |
| 02s38e | 6 | SWSE | 40 | 39 | |
| 02s38e | 6 | SESE | 37 | 37 | |
| 02s38e | 7 | NENE | 10 | 8.9 | |
| 02s38e | 7 | NWNE | 40 | 37 | |
| Totals: | | | 527 | 521.9 | |



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 22, 1998

BRYCE & MARY FIELDING
720 N 1100 E
SHELLEY ID 83274

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A27-0004N,
A27-07088

Dear Mr. & Mrs. Fielding:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland
Technical Records Specialist

Enclosure

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

RECEIVED

OCT 20 1998

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) _____
Adjudication Claim Number(s) A27-00004N / A27-07088

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

- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) DON M. or LORNA C. ESPLIN
449 W. LOCUST, BLACKFOOT ID 83274

4. New Owner/Claimant(s) Byrce J. & MARY W. Fielding
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 720 N 1100 E

City, State and ZIP Code Shelley Idaho 83274
New Telephone Number (208) 397-3075

5. Date you acquired the property Sept 20 1995

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

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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

7. Signature of New Owner/Claimant(s) Byrce J. Fielding Date OCT 21 1998
Mary W. Fielding Date 10-21-98

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

COPY

Customer/Note No: 11001 - 441

After Recording Return to: Farm Credit Services - Idaho Falls
1020 Land Bank Street
PO Box 50030
Idaho Falls, ID 83405-0030

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On September 13, 1995, Bryce J. Fielding and Mary W. Fielding, husband and wife, hereinafter called Mortgagors, whose address is

720 North 1100 East
Shelley, ID 83274

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is West 601 First Avenue, P.O. Box TAF-C5, Spokane, Washington 99220-4005, a mortgage and security interest in property in Bingham County(ies), State of Idaho, more particularly described as follows:

TRACT A: Portions of the N1/2 of Section 6, Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho, described as:

The SE1/4NW1/4 of said Section 6, EXCEPT beginning at a point on the East line of said SE1/4NW1/4 that is South 0°13' West 1043 feet; North 88°13' West 1133.5 feet; South 64°04' West 1242 feet; South 54°29' West 442 feet; and South 39°46' West 41.3 feet from the Northeast corner of said Section 6; and running thence South 39°46' West 596.2 feet; thence South 61°04' West 720 feet to the South line of said SE1/4NW1/4; thence East to the Southeast corner of said SE1/4NW1/4; thence North to the Point of Beginning. AND

Beginning at a point that is South 0°13' West along the Section line 603 feet from the Northeast corner of said Section 6, and running thence South 0°13' West 440 feet; thence North 88°13' West 1133.5 feet; thence South 64°04' West 1242 feet; thence South 54°29' West 442 feet; thence South 39°46' West 41.3 feet to the North-South Quarter line of said Section; thence North along said quarter line 650 feet; thence North 67°31'50" East 1626.59 feet; thence South 88°13' East 1135.2 feet to the Point of Beginning.

TRACT B: Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho
Section 6: Lot 8, E1/2SW1/4, SE1/4, EXCEPT Beginning at the Southeast corner of said Section 6, and running thence North 0°13' East along the Section line 1468.6 feet; thence South 29°44' West 485.2 feet; thence South 27°27' West 1183.4 feet; thence North 89°48' East 780.6 feet to the Point of Beginning.

A portion of the N1/2 of Section 6, Township 2 South, Range 38 East of the Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 0°13' West along the Section line 1043 feet from the Northeast corner of said Section; thence South 0°13' West 1603 feet; thence West 3641.5 feet; thence North 61°4' East 720 feet thence North 39°46' East 637.5 feet; thence North 54°29' East 442 feet; thence North 64°4' East 1242 feet; thence South 88°13' East 1133.5 feet to the Point of Beginning.

Portion of the N1/2NE1/4 of Section 7, Township 2 South, Range 38 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of Section 6, said Township and Range, and running thence South 32°30' West 799.2 feet; thence South 71°44' West 200 feet to the True Point of Beginning; thence South to the South line of the NW1/4NE1/4, thence West along the South line of the NW1/4NE1/4 to the West line of the NW1/4NE1/4; thence North 312.3 feet; thence South 70°23' East 224.4 feet; thence North 71°44' East 1125.5 feet to the True Point of Beginning. AND

Beginning at a point that is South 89°48' West 780.6 feet from the Southeast corner of said Section 6; thence South 32°30' West 799.2 feet; thence South 71°44' West 1325.5 feet to a point that is 312.3 feet North and South 70°23' East 224.4 feet from the Southwest corner of the NW1/4NE1/4; thence North 70°23' West 224.4 feet; thence North 0°56' East 1007.7 feet; thence North 89°48' East 1883 feet to the Point of Beginning.

All irrigation equipment, now owned and located on the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All irrigation equipment, now owned and used, in whole or in part to irrigate the mortgaged property and located on property owned by BLM, described as: Section 7, T2S, R38E;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

| DATE
OF NOTE | PRINCIPAL
AMOUNT | FINAL
INSTALLMENT DATE |
|--------------------|---------------------|---------------------------|
| September 13, 1995 | \$175,000.00 | April 1, 2015 |

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of

the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.

15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.

Bryce J. Fielding
Bryce J. Fielding

Mary W. Fielding
Mary W. Fielding

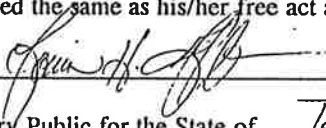
STATE OF Idaho)
County of Booneville)ss.

On this 14th day of September, 19 95, before me personally appeared Bryce J. Fielding, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

[Signature]
Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho
My commission expires 2-13-2001

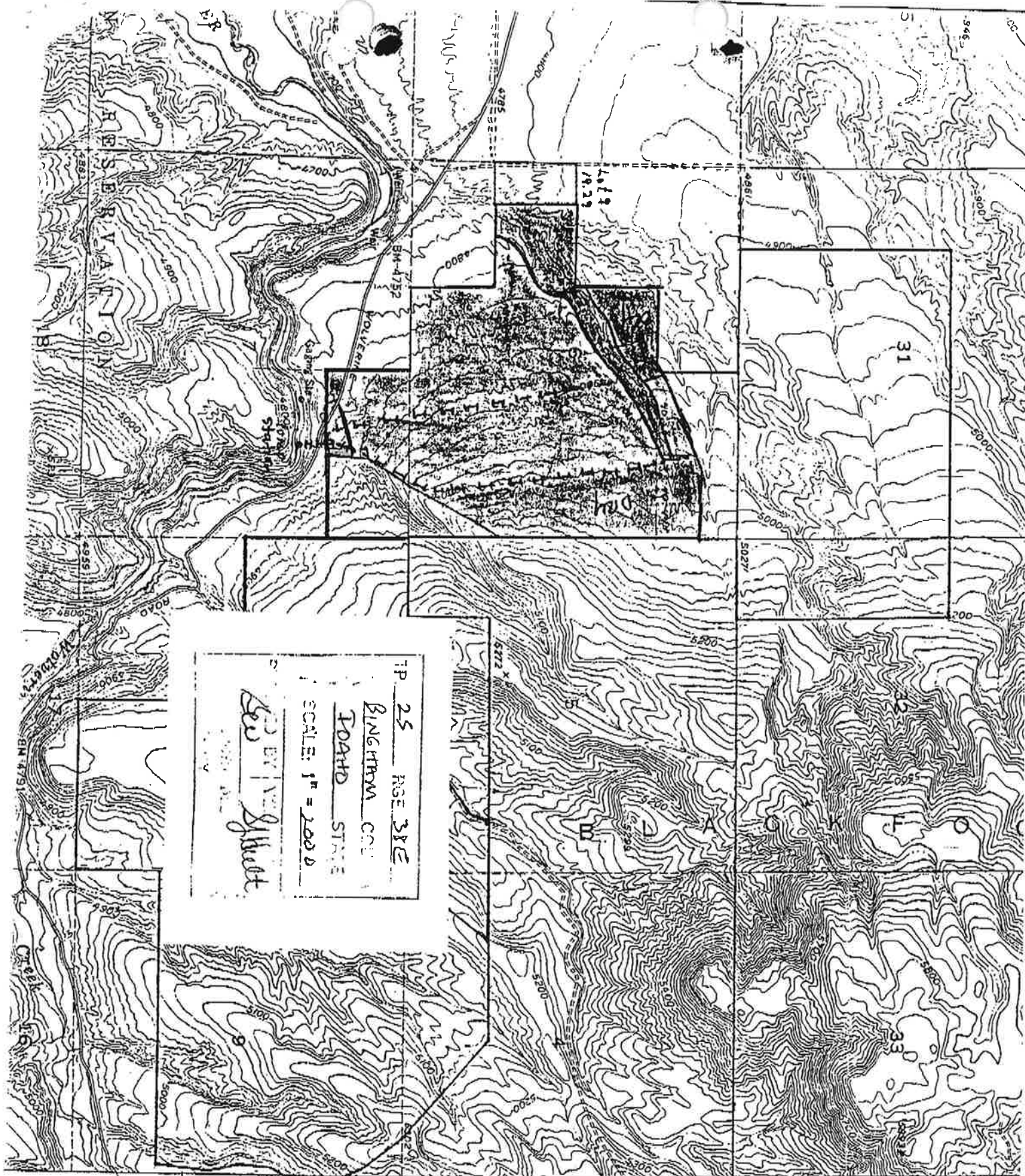
STATE OF Idaho)
County of Bonneville) ss.

On this 14th day of September, 19 95, before me personally appeared Mary W. Fielding, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho
My commission expires 2-13-2001

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority; provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.



T. 1 S.
T. 2 S.

17°30'

To Transfer

Transfer No. 213Water Right No. 27-0004

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Don Esplin Phone 357-7423Post Office address 449 West Locust, Shelley, ID 83274**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:

a. Decree No. 27-0004W Decreed to P.B. Fox, Jr. et al
in case of Fred Stevens, et al vs Eastern Idaho Water Co.
dated in August 1, 1891 in Fifth District county of Bingham
(Name of court)

b. License No. _____ issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____

Water rights are being purchased from Parley A. Arave.3. Source of water Blackfoot River tributary to Snake River4. Date of priority June 1, 1885

5. Water is used for the following purposes:

amount 16.99 ~~30.0~~ cfs for irrigation purposes from 4/1 to 11/1
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

6. Total amount of water under right: a. 16.99 ~~30.0~~ cubic feet per second
&/or
b. Not given in Decree acre feet per annum

7. Location of original point of diversion is _____ % of _____ % of Section _____

Township _____ Range _____, B.M., in _____ County

Additional points of diversion, if any _____

8. Lands irrigated or place of use: Not given in Decree

| TWP. | RANGE | SEC. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | TOTALS |
|------|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
| | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

Total number of acres to be irrigated _____

9. Describe any other water rights used for the same purpose as described above _____
240 inches Snake River transfer (Smith-Maxwell) which will be sold.10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? No
If yes, describe in item D, REMARKS.

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. 5.44 cubic feet per second &/or
b. _____ acre feet per annum
2. Point of diversion NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17 Township 2S
Range 37E, B.M., Bingham County
Additional points _____

3. Place of use:

| TWP. | RANGE | SEC. | NE $\frac{1}{4}$ | | | | NW $\frac{1}{4}$ | | | | SW $\frac{1}{4}$ | | | | SE $\frac{1}{4}$ | | | | TOTALS |
|------|-------|------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------|
| | | | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | |
| 2S | 36E | 23 | | | | | | | | | | | | | 4 | 39 | 4 | 6 | 53 |
| | | 24 | | 14 | 18 | | 24 | 20 | 40 | 40 | 40 | 29 | 38 | 39 | | | 15 | | 342 |
| | | 25 | | | | | 3 | | | | | | | | | | | | 3 |
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| | | | | | | | | | | | | | | | | | | | |

Total number of acres to be irrigated 397

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. General Information

- a. Amount of water to be diverted 5.44 c.f.s. &/or _____ acre feet
- b. Description of diverting works 125 & 350 hp electric pumps, mainline and sprinkler system
- c. Describe the reasons for the proposed changes This water was decreed on the Blackfoot and is a better right than the one transferred from the Snake (part of right 01-0169, Smith-Maxwell.)

2. Change in point of diversion

Point of diversion SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 7 Township 2S
Range 38E, B.M., Bingham County
Additional points _____

3. Change in place of use

- a. Are there liens, mortgages, or contracts on the lands from which you propose to transfer the water right which limit your authority to make the proposed change? Yes _____ No _____. If yes, provide a statement agreeing to the proposed change from the holder of the lien, mortgage or contract.
- b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer
The land from which this water is being transferred is being irrigated from groundwater. The water being transferred was withheld when land was sold to Lonny C. Van Orden and Gary Seamons.

c. Describe the lands or place of use to which the right will be transferred:

| TWP. | RANGE | SEC. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | TOTALS |
|------|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
| 2S | 38E | 6 | 30 | 30 | 34 | 33 | | | | 32 | 40 | 30 | | 36 | 20 | 20 | 36 | 20 | 361 |
| | | 7 | | 36 | | | | | | | | | | | | | | | 36 |
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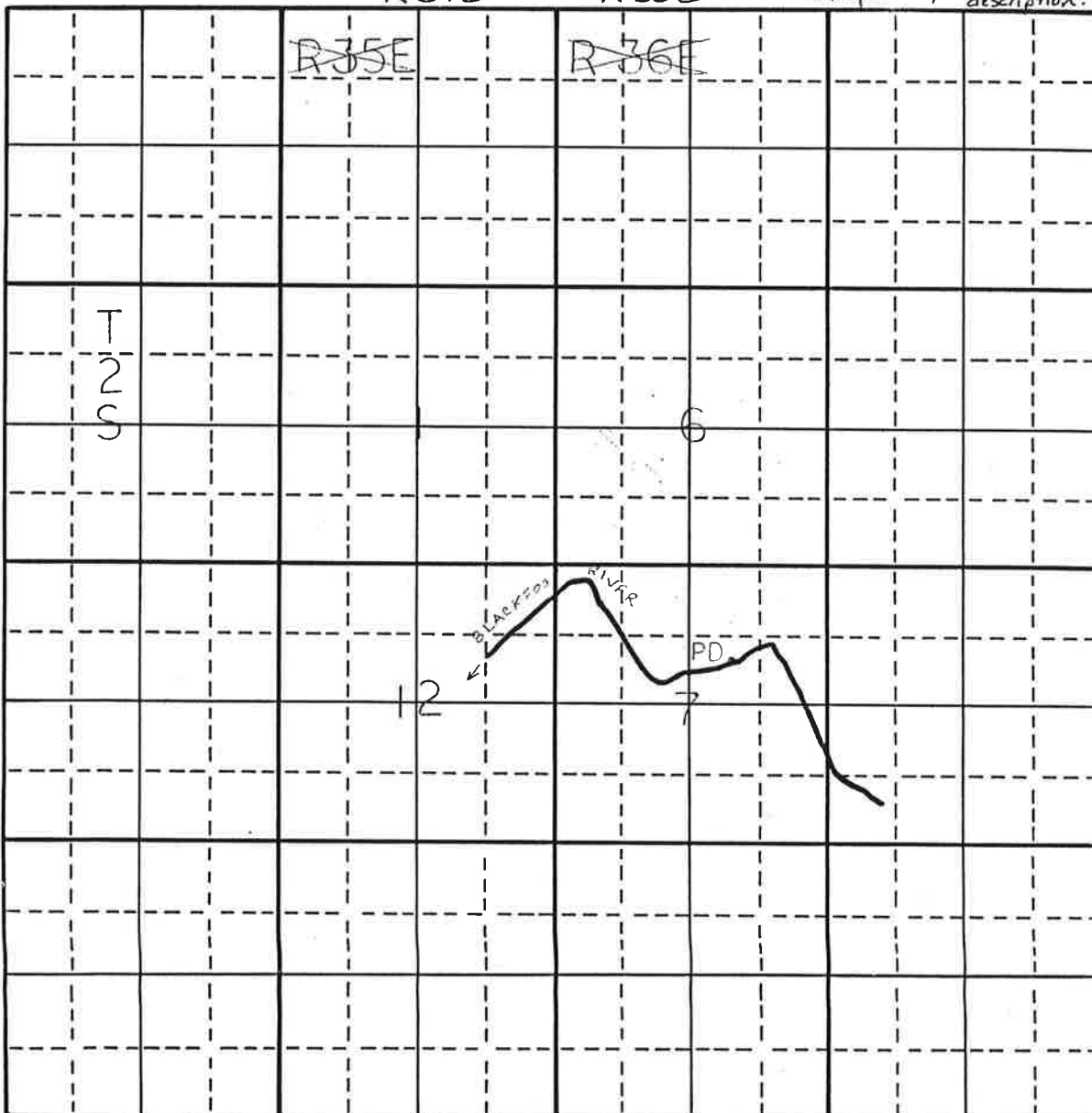
Total number of acres to be irrigated 397

- Describe any other water rights used for the same purpose as described above. After Smith-Maxwell sale there will still be groundwater rights for use through exchange.
- Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.

R 37E *

R 38E *

* Changed to agree with written description.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

D. REMARKS

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willfull misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 4th day of August, 19 83.

[Signature]
(Signature of Applicant)

[Signature]
(Notary Public)

My commission expires 2/14/85

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 27-0004AB and said application is hereby APPROVED, subject to the following limitations and conditions:

1. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works. 2. Use of water under this right is subject to control by the watermaster of State Water District No. 27, Blackfoot River.

Witness my hand this 10th day of June, 19 87.

[Signature]
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by RDC Date 8/4/83 Protest filed by _____

Prelim. check by SM Fee 50.00 _____

Receipted by BP Date 8/5/83 # 29390 _____

Published in Blackfoot News Copies of protest forwarded by _____

Pub. dates 9/8 ; 9/15/83 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for approval denial

_____ rec'd. by RDC Jim S.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHTS
To Change the Point of Diversion and/or the Place of Use

Name of applicant Don Esplin Phone 357-7423
Post Office address 449 West Locust, Shelley, ID 83274

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
- a. Decree No. 27-0004W Decreed to P.B. Fox, Jr. et al
in case of Fred Stevens, et al vs Eastern Idaho Water Co.
dated in August 1, 1891 in Fifth District county of Bingham
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water Resources
- c. Claim No. _____ on file with the Idaho Department of Water Resources
2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____
Water rights are being purchased from Parley A. Arave.
3. Source of water Blackfoot River tributary to SNAKE RIVER
4. Date of priority June 1, 1885
5. Water is used for the following purposes:
16.99 amount 30.0 cfs for irrigation purposes from 4/1 to 11/1
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)
6. Total amount of water under right: a. 16.99 30.0 cubic feet per second
&/or
b. Not given in Decree acre feet per annum
7. Location of original point of diversion is _____ % of _____ % of Section _____
Township _____ Range _____, B.M., in _____ County
Additional points of diversion, if any _____
8. Lands irrigated or place of use: Not given in Decree

[illegible]

Total number of acres to be irrigated

9. Describe any other water rights used for the same purpose as described above _____
240 inches Snake River transfer (Smith-Maxwell) which will be sold.
10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? No If yes, describe in item D. REMARKS.

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. 5.44 cubic feet per second &/or
b. _____ acre feet per annum
2. Point of diversion NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17 Township 2S
Range 37E, B.M., Bingham County
Additional points _____

3. Place of use:

| TWP. | RANGE | SEC. | NE $\frac{1}{4}$ | | | | NW $\frac{1}{4}$ | | | | SW $\frac{1}{4}$ | | | | SE $\frac{1}{4}$ | | | | TOTALS |
|------|-------|------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------|
| | | | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | |
| 2S | 36E | 23 | | | | | | | | | | | | | 4 | 39 | 4 | 6 | 53 |
| | | 24 | | 14 | 18 | | 24 | 20 | 40 | 40 | 40 | 29 | 38 | 39 | | | 15 | | 342 |
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Total number of acres to be irrigated 397

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. General Information

- a. Amount of water to be diverted 5.44 c.f.s. &/or _____ acre feet
- b. Description of diverting works 125 & 350 hp electric pumps, mainline and sprinkler system
- c. Describe the reasons for the proposed changes This water was decreed on the Blackfoot and is a better right than the one transferred from the Snake (part of right 01-0169, Smith-Maxwell.)

2. Change in point of diversion

Point of diversion SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 7 Township 2S
Range 38E, B.M., Bingham County
Additional points _____

3. Change in place of use

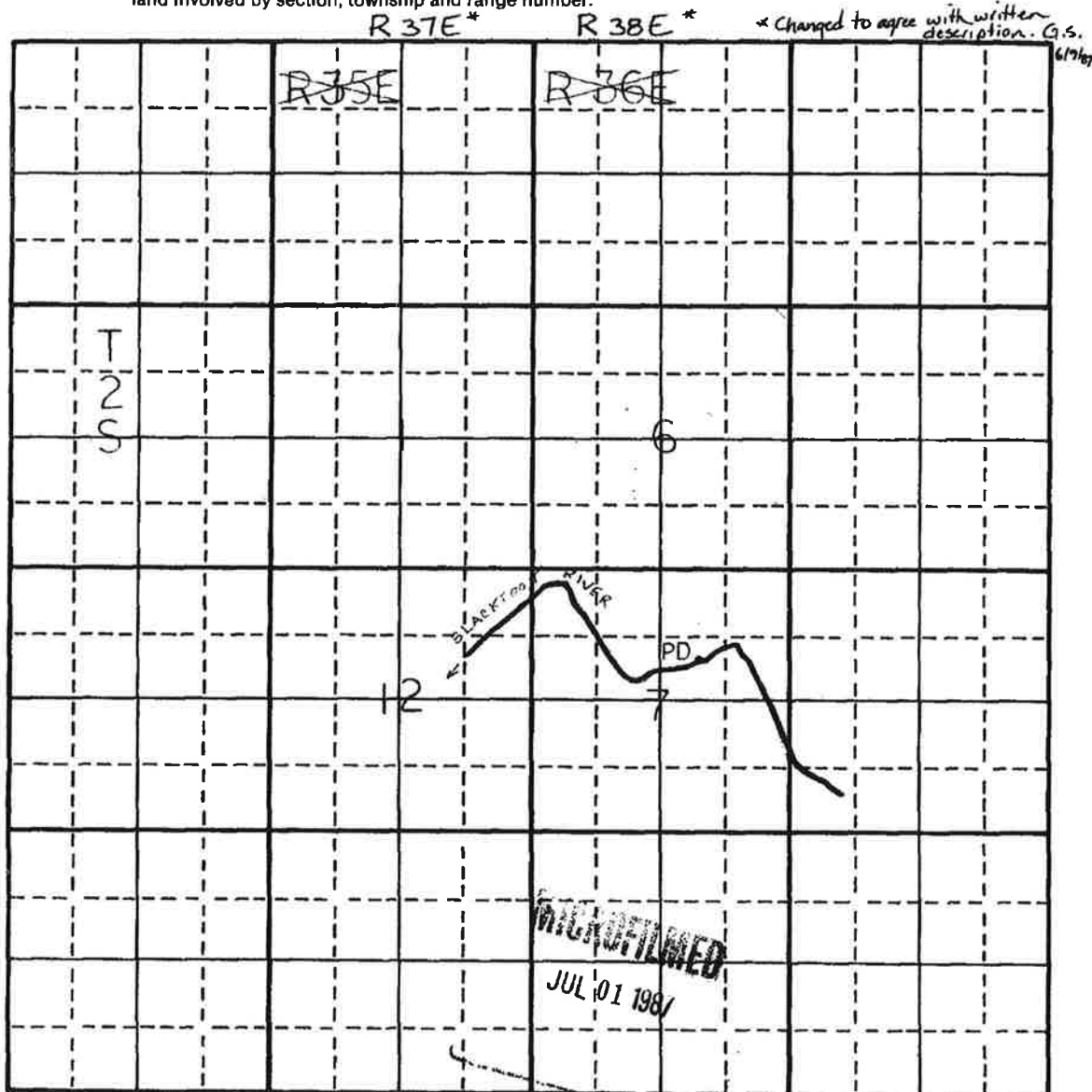
- a. Are there liens, mortgages, or contracts on the lands from which you propose to transfer the water right which limit your authority to make the proposed change? Yes _____ No _____. If yes, provide a statement agreeing to the proposed change from the holder of the lien, mortgage or contract.
- b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer
The land from which this water is being transferred is being irrigated from groundwater. The water being transferred was withheld when land was sold to Lonny C. Van Orden and Gary Seamon.

c. Describe the place of use to which the right will be transferred.

| TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|------|-------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 2S | 38E | 6 | 30 | 30 | 34 | 33 | | | | 32 | 40 | 30 | | 36 | 20 | 20 | 36 | 20 | 361 |
| | | 7 | | 36 | | | | | | | | | | | | | | | 36 |
| | | | | | | | | | | | | | | | | | | | |
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Total number of acres to be irrigated 397

- Describe any other water rights used for the same purpose as described above. After Smith-Maxwell sale there will still be groundwater rights for use through exchange.
- Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

D. REMARKS

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willfull misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 4th day of August, 19 83.

(Signature of Applicant)

(Notary Public)

My commission expires 2/14/86

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 27-0004AB and said application is hereby APPROVED, subject to the following limitations and conditions:

1. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
2. Use of water under this right is subject to control by the watermaster of State Water District No. 27, Blackfoot River.

Witness my hand this 10th day of June, 19 87.

J. Shw Saylor
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by RDC Date 8/4/83
Prelim. check by EN Fee 50.00
Receipted by BP Date 8/5/83 # 39390
Published in Blackfoot News
Pub. dates 9/8 ; 9/15/83
Watermaster recommendation requested on _____
_____ rec'd. _____

Protest filed by _____
MICROFILMED
JUL 01 1987
Copies of protest forwarded by _____
Hearing held by _____ Date J
Recommended for approval denial
by RDC Jim S.S.

SCANNED

JUL

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: A27-00004N

Date Received: 5/25/1989

Receipt No: E007970

Received By: _____

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

1. Name: DON M. ESPLIN 208-357-7423
Address: 449 WEST LOCUST
SHELLEY ID 83274
OR
Name: LORNA C. ESPLIN 208-357-7423
Address: 449 WEST LOCUST
SHELLEY ID 83274

2. Date of Priority: JUN 1, 1885

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 |
|----------|-------|---------|--------|--------|-----|-----|---------|
| 02S | 38E | 7 | SW | NE | | | BINGHAM |

5. Description of diverting works:
125 & 350 HP ELEC. PUMPS, MAINLINE AND SPRINKLER SYSTEM

6. Water is used for the following purposes:

| Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 5.440 | | |

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

8. Total consumptive use is 1317.5 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

MICROFILMED

APR 12 1994

10. Place of Use:

| Township | Range | Section | 1/4 | of | 1/4 | Lot | Use | Acres | | |
|---------------|-------|---------------|-----|----|-----|-----|------|-------|------|-------|
| 02S | 38E | 6 | NE | | NE | 1 | IRR | 40.0 | | |
| | | | NW | | NE | 2 | IRR | 40.0 | | |
| | | SW | | NE | | IRR | 40.0 | | | |
| | | SE | | NE | | IRR | 40.0 | | | |
| | | SE | | NW | | IRR | 40.0 | | | |
| | | NE | | SW | | IRR | 40.0 | | | |
| | | NW | | SW | 8 | IRR | 40.0 | | | |
| | | SE | | SW | | IRR | 40.0 | | | |
| | | NE | | SE | | IRR | 40.0 | | | |
| | | NW | | SE | | IRR | 40.0 | | | |
| | | SW | | SE | | IRR | 40.0 | | | |
| | | SE | | SE | | IRR | 37.0 | | | |
| | | Section Acres | | | | | | | | 477.0 |
| | | | 7 | NE | | NE | | IRR | 10.0 | |
| NW | | | | NE | | IRR | 40.0 | | | |
| Section Acres | | | | | | | | 50.0 | | |
| Total Acres | | | | | | | | 527.0 | | |

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
A27-07088

14. Remarks:
TRANSFER 2933.

15. Basis of Claim: DECREED

Case Number:

Court : 5

Decree date: 8/ 1/1891

FRED STEVENS, ET AL.
Decree Plaintiff

EASTERN IDAHO WATER CO.
vs Decree Defendant

MICROFILMED

APR 12 1994

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: *Renumbered (00004N)* A27-00004AB

Date Received: 5/25/1989

Receipt No: E007970

Received By: *[Signature]*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DON M. ESPLIN 208-357-7423
Address: 449 WEST LOCUST
SHELLEY, ID 83274

OR

Name: LORNA C. ESPLIN 208-357-7423
Address: 449 WEST LOCUST
SHELLEY, ID 83274

2. Date of Priority: JUN 01, 1885

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 |
|----------|-------|---------|--------|--------|-----|-----|---------|
| 02S | 38E | 7 | SW | NE | | | BINGHAM |

5. Description of diverting works:
125 & 350 HP ELEC. PUMPS, MAINLINE AND SPRINKLER SYSTEM

6. Water is used for the following purposes:

| Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 5.440 | | |

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

8. Total consumptive use is 1317.5 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

A27-00004AB

Page 1

Date: 05/25/89

MICROFILMED

NOV 12 1992

10. Place of Use:

| Township | Range | Section | 1/4 | of | 1/4 | Lot | Use | Acres |
|----------|-------|---------|-----|----|-----|---------------|-------|-------|
| 02S | 38E | 6 | NE | | NE | 1 | IRR | 40.0 |
| | | | NW | | NE | 2 | IRR | 40.0 |
| | | | SW | | NE | | IRR | 40.0 |
| | | | SE | | NE | | IRR | 40.0 |
| | | | SE | | NW | | IRR | 40.0 |
| | | | NE | | SW | | IRR | 40.0 |
| | | | NW | | SW | 8 | IRR | 40.0 |
| | | | SE | | SW | | IRR | 40.0 |
| | | | NE | | SE | | IRR | 40.0 |
| | | | NW | | SE | | IRR | 40.0 |
| | | | SW | | SE | | IRR | 40.0 |
| | | | SE | | SE | | IRR | 37.0 |
| | | | | | | Section Acres | 477.0 | |
| | | 7 | NE | | NE | | IRR | 10.0 |
| | | | NW | | NE | | IRR | 40.0 |
| | | | | | | Section Acres | 50.0 | |
| | | | | | | Total Acres | 527.0 | |

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
A27-07088

14. Remarks:
TRANSFER 2933.

15. Basis of Claim: DECREED
Case Number:
Court : 5
Decree date: 8/01/1891

FRED STEVENS, ET AL.
Decree Plaintiff

vs

EASTERN IDAHO WATER CO.
Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s):

Don M. Epler

Date:

May 25/89

Date:

State of Idaho

)

County of

BOONEVILLE

)

SS.

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

of

May

19

89

[Signature]
Notary Public

Residing at

TAMHO FALLS

My Commission Expires

7-12-94



