

01/30/2002

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

RIGHT NUMBER: 29-64B
NAME AND ADDRESS: H BOYD WORLEY
6759 S OLD HWY 91
MC CAMMON ID 83250

FRANCES M WORLEY
6759 S OLD HWY 91
MC CAMMON ID 83250

SOURCE: PORTNEUF RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.30 CFS

USE OF THIS RIGHT WITH RIGHT NO. 29-07225 IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 0.21 CFS.

PRIORITY DATE: 07/01/1902

POINT OF DIVERSION:

T09S R36E S12 SWNWNE Lot 1 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 09/15	0.210 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R36E S01 Lot 5 SENW	3.5	T09S R36E S01 Lot 6 NESW	3.5
--------------------------	-----	--------------------------	-----

7 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 29-07225 IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 7.0 ACRES IN A SINGLE IRRIGATION SEASON.

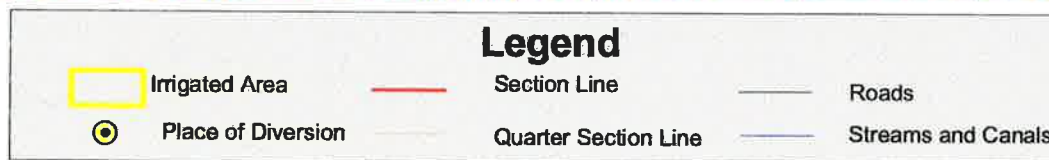
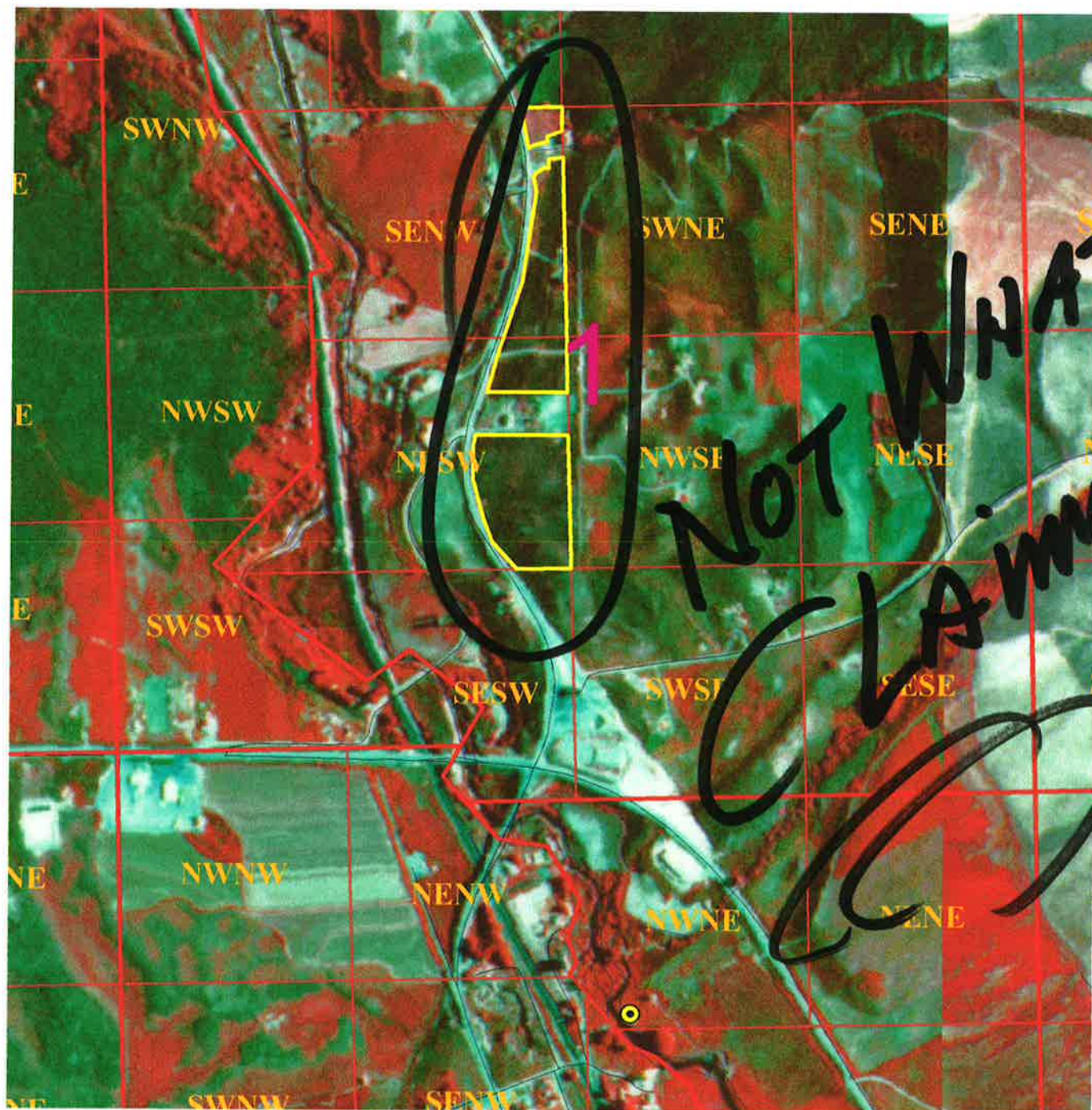
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

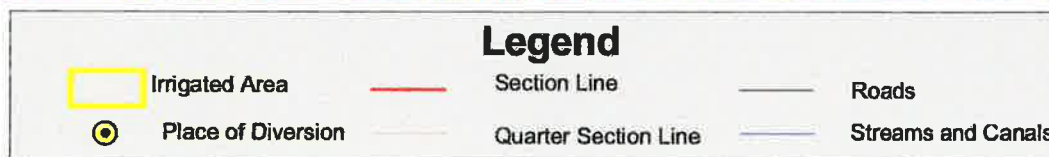
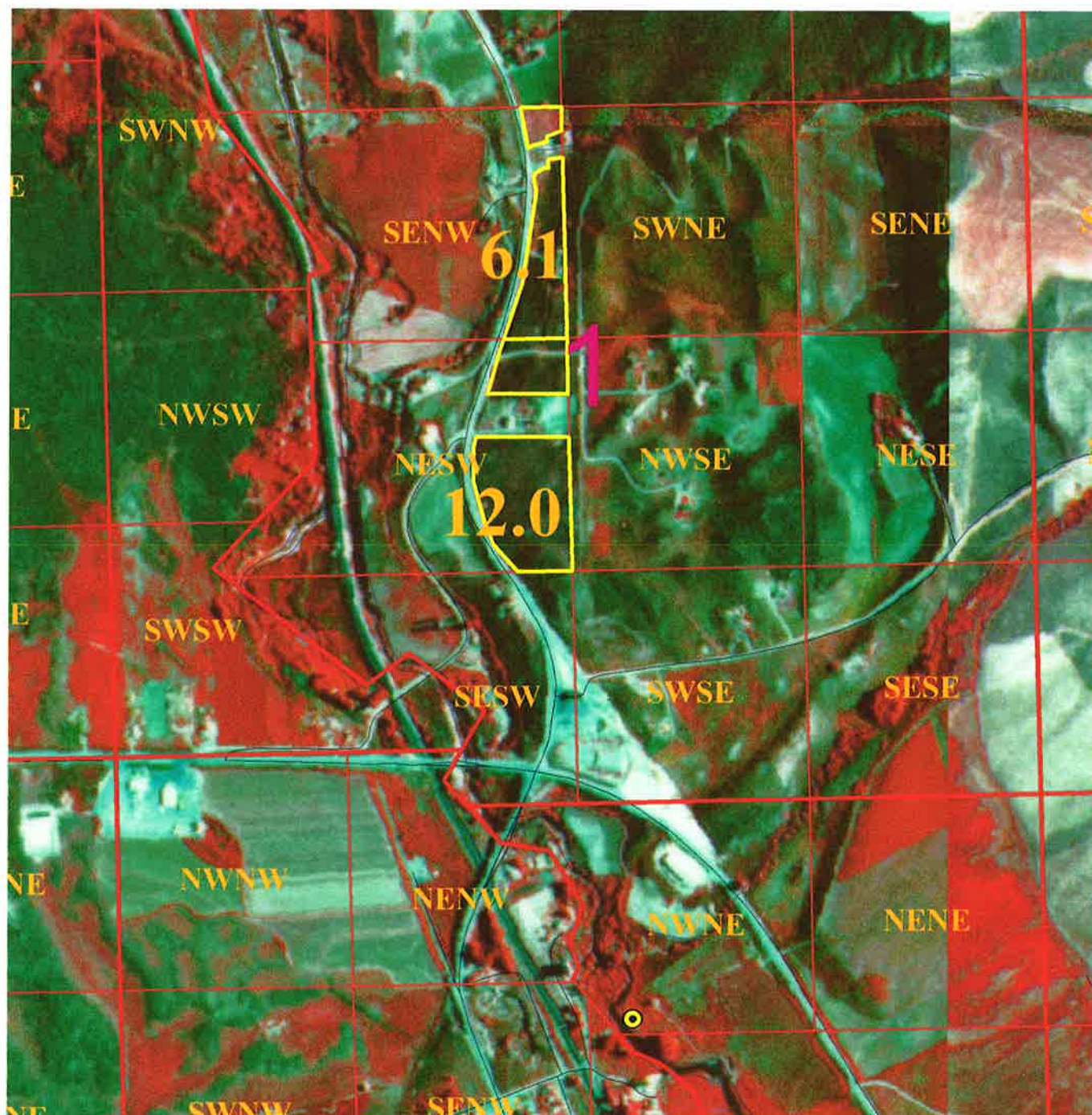
EXPLANATORY MATERIAL: Decreed

WATER IS DELIVERED THROUGH LEWIS-GOODENOUGH DITCH.

Township , 9S36E



Township , 9S36E





STATE OF IDAHO

Department of Water Resources

Eastern Region

Water Right(s): 29-00064B

29-07225



1000 0 1000 2000 3000 4000 5000 6000 7000 8000 Feet

LEGEND

-  Place of Use
-  Section
-  Quarter-Quarter
-  Point of Diversion

PROFILE

Place of Use: T9S, R36E (parts of)
Sec. 1 SENW (L5), NESW (L6)

Point(s) of Diversion: T9S, R36E
Sec. 1 NWNESW (L6) (well)
Sec. 12 SWNWNE (L1) (Portneuf Riv.)



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: January 2002

JUN 01 2005

02/18/2003

NOTICE OF ERROR
REPLY

Allen

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: April 21, 2003

Water right number: 29-64B

H BOYD WORLEY
6759 S OLD HWY 91
MC CAMMON ID 83250
Telephone Number: (208) 234-7134

FRANCES M WORLEY
6759 S OLD HWY 91
MC CAMMON ID 83250
Telephone Number: (208) 234-7134

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

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

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

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

DATE: 2/27/03

SIGNATURE:

Frances Worley

Please print your name:

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

*OK
AAR*

PROFILED

SCANNED
JUN 01 2005

RECEIVED

FEB 28 2003

Department of Water Resources
Eastern Region

AK

R36E

R37E

NAPP 10005 365

T909

Attachment #1

from: Don Bollinger

PROFILED

SCANNED

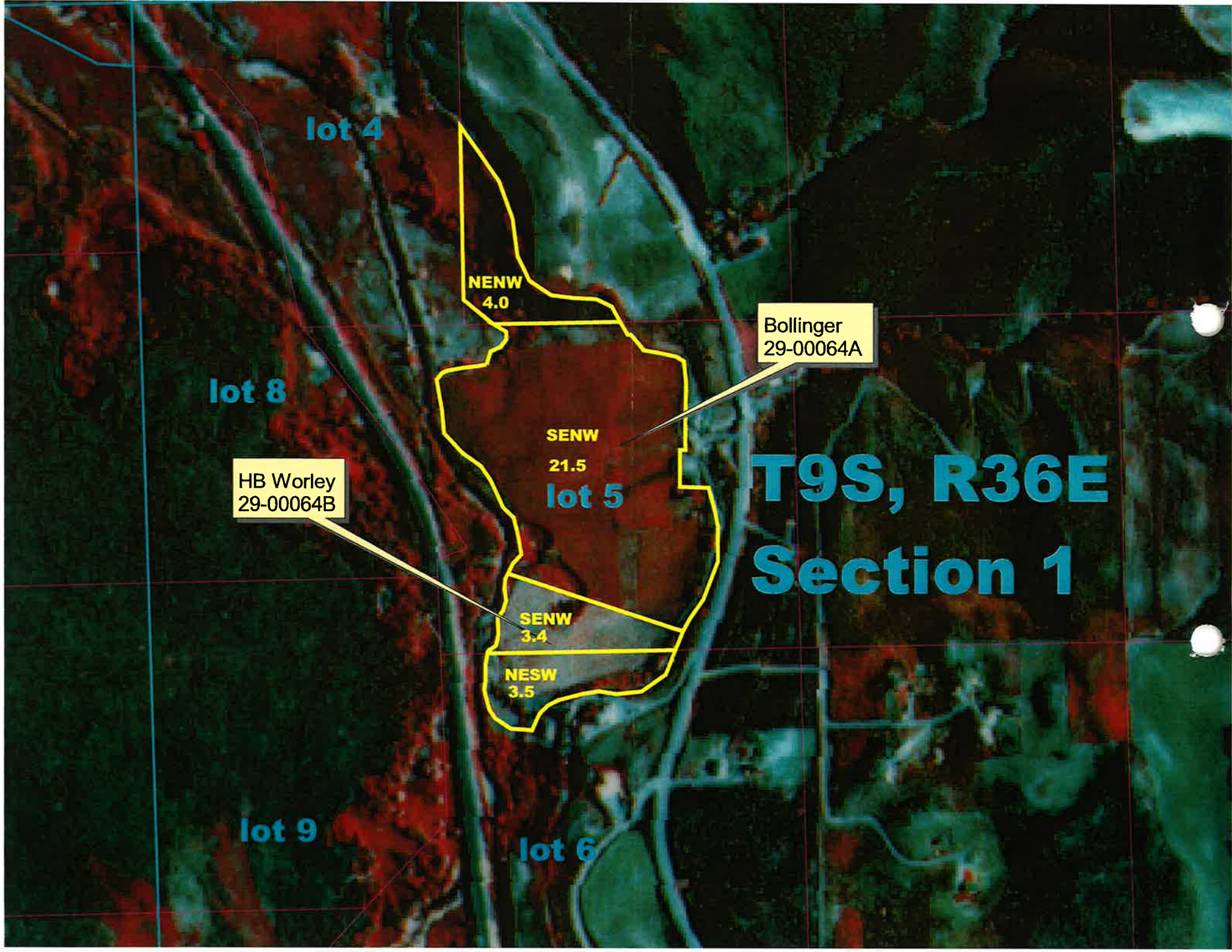
JUN 01 2005

T913

18.5
Worley
7
4.0

4
2.9

NO WATER Right!



lot 4

lot 8

HB Worley
29-00064B

NENW
4.0

SENW
21.5
lot 5

Bollinger
29-00064A

T9S, R36E
Section 1

SENW
3.4

NESW
3.5

lot 9

lot 6

JUN 06 2001

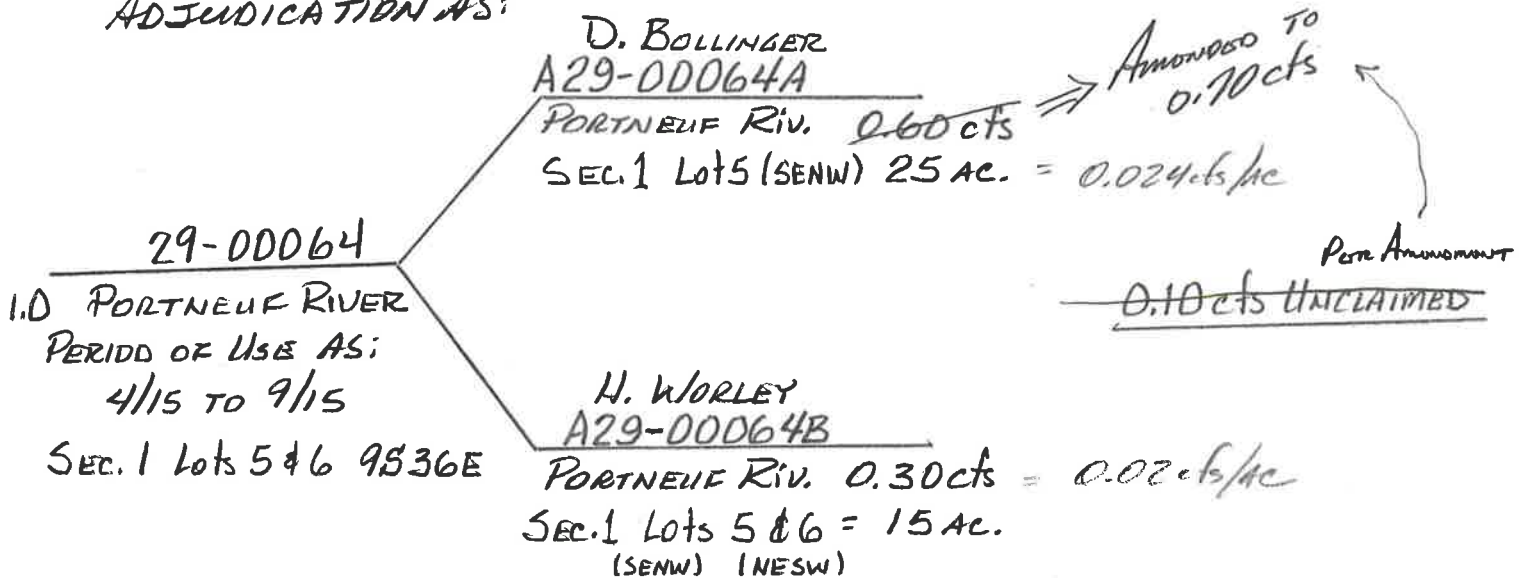
52. LEWIS, WILLIAM J.
9-0064 1902 July 1 1.0 c.f.s.

POD; NORTH BANK LOT 1
SEC. 12 T9S R36E

POU; Lots 5 & 6 SEC. 1
T9S R36E

Said water to be diverted through the Lewis Goodenough Ditch, which diverts from the Portneuf River on the North Bank, in Lot 1, Section 12, Township 9 South, Range 36 East, for the irrigation of lands in Lot 5 and 6, Section 1, Township 9 South, Range 36 East.

NO RECORDED TRANSFERS OR SPLITS. APPARENTLY SPLIT BY ADJUDICATION AS:



10/9/01 VISITED w/ Dean Bollinger who runs Mr. Worley's Place - Verifield Pool and Q of Rt. Seems FAIRLY Reason-

1. Diverted through Lewis Goodenough Ditch
2. Used w/ 29-7225, w/ limits
3. Recommended as claim for Q recognizing a CONVOYANCE LOSS OF 0.09 cfs due to Ditch CONDITIONS

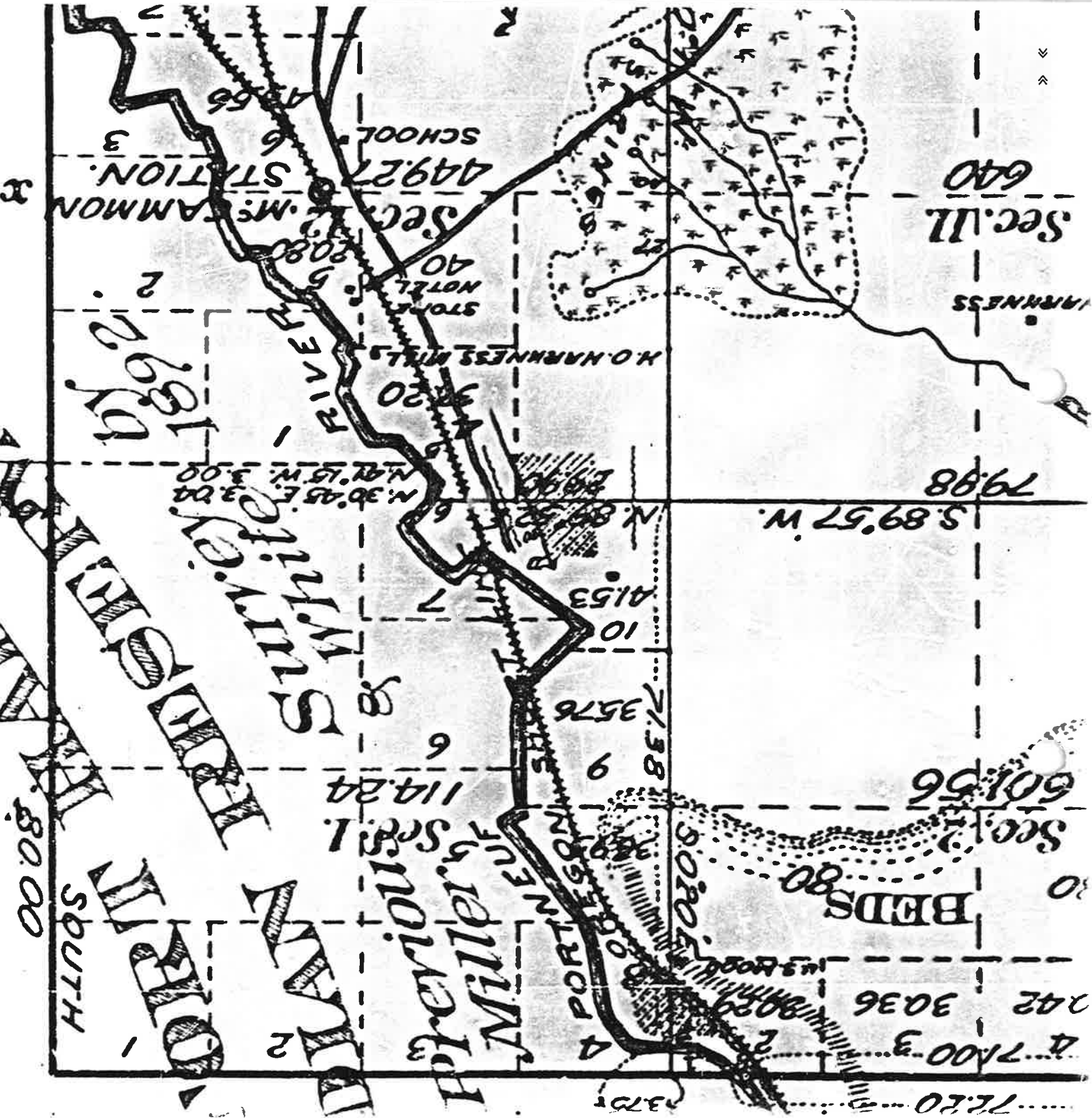
Summit
Aug 1896

795

1236B

WHITE
SOUTH
DIAN
S
White
RIVER
STATION
McTAMMON
STATION
SCHOOL
HOTEL
H.O. HARNESSE MILLS
PORTERSON
Miller
Previous
Beds
Sec. II
Sec. III

7984
8036





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

November 28, 2000

H BOYD & FRANCES M WORLEY
6759 S OLD HWY 91
MCCAMMON ID 83250

RE: CHANGE IN OWNERSHIP FOR A29-00064B & A29-07225

Dear Claimant:

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

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

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

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

Enclosure: Notice(s) of Claim

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

X 7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

H. Boyd Worley
Frances M. Worley

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

Citizens Community Bank
280 S. Arthur; P.O. Box 1689
Pocatello, ID 83204

[Space Above This Line For Recording Data]

Loan No: sue

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **August 25, 2000** . The grantor
is **H. Boyd Worley, Frances M. Worley, , Husband & Wife**

whose address is **5621 S. Bannock Hwy**
Pocatello, ID 83201 ("Borrower").

The trustee is **FIRST AMERICAN TITLE** ("Trustee").

The beneficiary is **Citizens Community Bank**

which is organized and existing under the laws of **IDAHO** , and whose
address is **280 S. Arthur; P.O. Box 1689**
Pocatello, ID 83204 ("Lender").

Borrower owes Lender the principal sum of **One Hundred Seventy Two Thousand DOLLARS and Zero CENTS**

Dollars (U.S. \$ **172,000.00**). This debt is evidenced by Borrower's note dated the same date as
this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid
earlier, due and payable on **September 1, 2030** . This Security Instrument secures to
Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and
agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants
and conveys to Trustee, in trust, with power of sale, the following described property located in
Bannock County, Idaho:

SEE ATTACHED LEGAL

secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Area and Location of Property.** Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

H. Boyd Worley (Seal)
H. Boyd Worley -Borrower

Frances M. Worley (Seal)
Frances M. Worley -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Space Below This Line For Acknowledgment]

STATE OF IDAHO,

BANNOCK County ss:

On this 25 day of AUGUST, 2000, before me LINDA CHIVERS,
a Notary Public in and for said county and state, personally appeared
H. Boyd Worley, Frances M. Worley, , ~~Husband & Wife~~ /

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission expires: 2/18/2005 Notary Public residing at: POCATELLO

REQUEST FOR RECONVEYANCE

TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

A TRACT OF LAND IN LOTS 5 AND 6 IN SECTION 1, TOWNSHIP 9 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

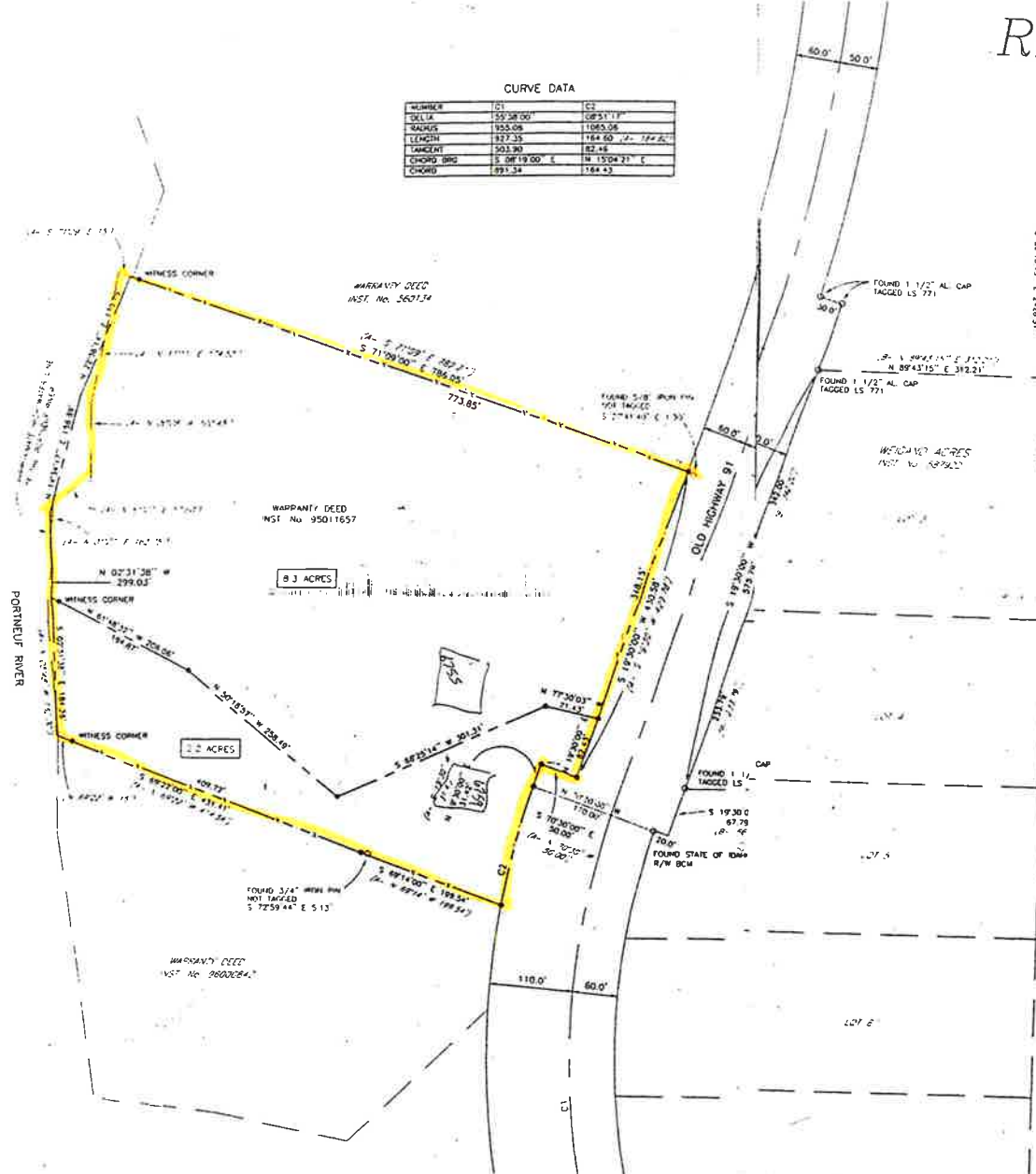
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 1, TOWNSHIP 9 SOUTH, RANGE 36 EAST, BOISE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 1 A DISTANCE OF 1089.1 FEET TO A POINT ON THE CENTERLINE OF OLD U.S. HIGHWAY 91-191 (PROJECT 111B); THENCE SOUTH 35°18' EAST ALONG SAID CENTERLINE 806.9 FEET TO A POINT OF CURVATURE, STATION 1142+62.67; THENCE ALONG A 3 DEGREE CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 54°48' AND A RADIUS OF 1910 FEET, A DISTANCE OF 1826.7 FEET TO A POINT ON TANGENT, STATION 1160+89.4; THENCE SOUTH 19°30' WEST 180.80 FEET; THENCE NORTH 70°30' WEST 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 91-191 (PROJECT 111B), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 19°30' WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 429.78 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER THAT IS 60 FEET RIGHT OF STATION 1167+00; THENCE NORTH 70°30' WEST 50.00 FEET; THENCE SOUTH 19°30' WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 31.4 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON A 5.38 DEGREE CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 55°38' AND A RADIUS OF 1065 FEET, A DISTANCE OF 164.6 FEET; THENCE NORTH 69°14' WEST 199.54 FEET; THENCE NORTH 69°22' WEST 414.54 FEET TO A POINT ON THE EAST BANK OF THE PORTNEUF RIVER; THENCE CONTINUING NORTH 69°22' WEST 15 FEET, MORE OR LESS, TO THE HIGH WATER LINE OF THE PORTNEUF RIVER AND THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY FOLLOWING THE MEANDERINGS OF THE PORTNEUF RIVER AND THE WEST LINE OF SAID LOTS 5 AND 6 ON THE FOLLOWING COURSES: NORTH 5°48' WEST 152.00 FEET; NORTH 1°27' EAST 163.75 FEET; NORTH 61°27' EAST 57.60 FEET; NORTH 0°08' WEST 100.45 FEET; NORTH 11°11' EAST 174.52 FEET; THENCE SOUTH 71°09' EAST 15 FEET, MORE OR LESS, TO A POINT ON THE EAST BANK OF THE PORTNEUF RIVER; THENCE CONTINUING SOUTH 71°09' EAST 782.21 FEET TO THE TRUE POINT OF BEGINNING.

RECORD OF SURVEY

GOVERNMENT LOTS 5 AND 6 SECTION 1
T. 9 S., R. 36 E., B.M.

CURVE DATA

CURVE	ST	CE
DELTA	55.58.00"	108.51.11"
RAJUS	155.08	108.5.08
LENGTH	827.35	184.60 (A-184.2)
CURVATURE	503.90	82.48
CHORD BPD	S. 08°19'00" E	W. 15°04'21" E
CHORD	891.34	184.43



SCALE: 1"=100'

BASIS OF BEARING
THE WEST LINE OF LOTS 3 AND 4 OF WEIGAND ACRES
INSTRUMENT NO. 587922, WAS ASSUMED TO BE S 19°

LEGEND
--- BOUNDARY LINE
--- EASEMENT LINE
O FOUND MONUMENT AS NOTED
(A- - - -) SET 1/2" x 24" IRON PIN TO BEARING/DISTANCE PER HARRIS INST. NO. 95011657
(B- - - -) BEARING/DISTANCE PER WEIGAND SUBDIVISION INST. NO. 95011657

SURVEYOR'S CERTIFICATE
THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 19, TITLE 55, IDAHO CODE.

COUNTY RECORDER
INST. 20008543 BK. 7 PG. 1157
DATE: 6-1-00 TIME: 11:46 a.m.
RECORDS OF BANNOCK COUNTY
STATE OF IDAHO FEE \$5.00
COUNTY RECORDER

**SHUTLIFF
ENGINEERING**
426 WEST LEVINS
POCATELLO, IDAHO
(208) 233-1963

RECORD OF SURVEY
FOR
OCWEN FEDERAL BANK
LOCATED IN
GOVERNMENT LOTS 5 AND 6 SECTION 1
T. 9 S., R. 36 E., B.M.
BANNOCK COUNTY IDAHO

DATE: _____
SHEET: _____
DWG. NO: _____

Log for claim A29-00064B

Spatial Dynamics AMH

8/4/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s36e	1	SEnw	7	6.1	
09s36e	1	NESW	8	12	
Totals:			15	18.1	

How THE HELL DOES THIS RELATE CLAIMED
POU?

 SPATIAL
DYNAMICS



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

NOVEMBER 29, 1995

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MARCIA A KELLY
6755 S OLD HWY 91
MC CAMMON ID 83250

RE: CHANGE IN OWNERSHIP FOR A29-000064B, A29-07225

Dear Ms. Kelly:

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

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

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

Respectfully submitted,


Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

MICROFILMED
NOV 13 1996

RECEIVED

Department of Water Resources
Eastern District Office

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

Lot 5, Block, , Subdivision/Townsite

AND NE 1/4, OF SW 1/4, ~~of~~ Lot 6.

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

MICROFILMED

of Water Resources

WARRANTY DEED

FOR VALUE RECEIVED, TIMOTHY G. O'SHAUGHNESSY AND LISA L. O'SHAUGHNESSY, ALSO SHOWN OF RECORD AS TIMOTHY GLENN O'SHAUGHNESSY AND LISA LEWIS O'SHAUGHNESSY, HUSBAND AND WIFE the Grantor(s), do(es) hereby grant, bargain, sell, and convey unto MARCIA A. KELLY, AN UNMARRIED PERSON

the Grantee(s), whose address is 6755 SOUTH OLD HIGHWAY 91, MCCAMMON, ID 83250
(Mailing Address), 6755 SOUTH OLD HIGHWAY 91, MCCAMMON, ID 83250 (Property Address),
the following described premises, situated in BANNOCK County, Idaho:

EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s) and Grantee(s) heirs, successors, and assigns forever. The Grantor(s) do(es) hereby covenant and warrant to and with the Grantee(s) that the Grantor(s) is/are the owner(s) in fee simple of such premises; that such premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject; those set forth in Pioneer Title Company Title of Bannock County, Commitment No. 46834TA, dated July 25, 1995; those made, suffered, assumed, or created by the Grantee(s); reservations, restrictions, dedications, covenants, easements of record or use; rights of parties in possession, encroachments, overlaps, boundary-line disputes, or other matters that would be disclosed by an accurate survey or inspection of the property; rights-of-way and agreements, if any, of record; general taxes and assessments (including irrigation and utility assessments, if any, for the current year) that are not yet due and payable; and that the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

DATED this 11 day of August, 1995.


TIMOTHY G. O'SHAUGHNESSY


LISA L. O'SHAUGHNESSY

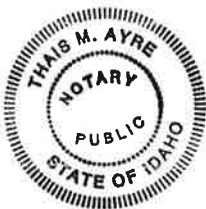
STATE OF IDAHO

County of BANNOCK

} ss

On this 11 day of August, 1995, before me, the undersigned, personally appeared TIMOTHY G. O'SHAUGHNESSY AND LISA O'SHAUGHNESSY, known or identified to me to be the person(s) 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 in said County the day and year first above written.



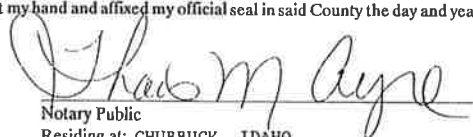

Notary Public
Residing at: CHUBBUCK, IDAHO
Commission Expires: 2-27-2001

Exhibit A

A tract of land in Lots 5 and 6 in Section 1, Township 9 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Commencing at the North 1/4 corner of Section 1, Township 9 South, Range 36 East, Boise Meridian; thence West along the North line of said Section 1 a distance of 1089.1 feet to a point on the centerline of old U.S. Highway 91-191 (Project 111B); thence South 35°18' East along said centerline 806.9 feet to a point of curvature, Station 1142+62.67; thence along a 3 degree curve to the right, having a central angle of 54°48' and a radius of 1910 feet, a distance of 1826.7 feet to a point on tangent, Station 1160+89.4; thence South 19°30' West 180.80 feet; thence North 70°30' West 60.00 feet to a point on the Westerly right-of-way line of old U.S. Highway 91-191 (Project 111B), said point being the true point of beginning; thence South 19°30' West along said Westerly right-of-way line 429.78 feet to a Highway right-of-way marker that is 60 feet right of Station 1167+00; thence North 70°30' West 50.00 feet; thence South 19°30' West along said Westerly right-of-way line 31.4 feet to a point of curvature; thence along said Westerly right-of-way line on a 5.38 degree curve to the left, having a central angle of 55°38' and a radius of 1065 feet, a distance of 164.6 feet; thence North 69°14' West 199.54 feet; thence North 69°22' West 414.54 feet to a point on the East bank of the Portneuf River; thence continuing North 69°22' West 15 feet, more or less, to the high water line of the Portneuf River and the West line of said Lot 6; thence Northerly following the meanderings of the Portneuf River and the West line of said Lots 5 and 6 on the following courses: North 5°48' West 152.00 feet; North 1°27' East 163.75 feet; North 61°27' East 57.60 feet; North 0°08' West 100.45 feet; North 11°11' East 174.52 feet; thence South 71°09' East 15 feet, more or less, to a point on the East bank of the Portneuf River; thence continuing South 71°09' East 782.21 feet to the true point of beginning.

Timothy C. Humphreys

August 18, 1995

MICROFILMED

NOV 13 1996

MAY 19, 1992

TIMOTHY G O'SHAUGHNESSY
6755 S OLD HWY 91
MC CAMMON ID 83250

RE: CHANGE IN OWNERSHIP FOR A29-00064B AND A29-07225

Dear Mr. O'Shaughnessy:

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

Enclosed are typed Notices with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,

Dave Carlson
Water Rights Agent, Adjudication

DC:jt

Enclosure

MICROFILMED

NOV 13 1992



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

RECEIVED

MAY 08 1992

Department of Water Resources
Eastern District Office

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

- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- [] Water Right Number(s)
Assigned by IDWR: A29-00064B, A29-07225
- [] Name and Address of Former
Owner/Claimant(s)(Seller): LYNN S. BRANSON
6755 S. OLD Hiway 91
McCammon, ID 83250
- [] New Owner/Claimant
(Purchaser): TIMOTHY G. AND LISA L. O'SHAUGHNESSY
- [] New Mailing Address: 6755 S. OLD Hiway 91
McCammon, ID 83250
- [] New Telephone Number: (208) 254-33729
- [] Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- [] Attach proof of ownership, describe proof attached: 1. Warranty deed (copy) and exhibit A (copy)
2. Sales Contract (copy) indicating irrigation water to be included in sale
3. Copy of watermaster Assessment 4. Ditch Company statement (copy)

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

- [] Signature of New Owner/Claimant(s) X Timothy G. O'Shaughnessy Date May 5, 1992
X Lisa L. O'Shaughnessy Date 5/6/92
- [] Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

MICROFILMED
NOV 13 1992

For Value Received

JERRY ALLEN FALK, an unmarried man

hereinafter called the Grantor, does hereby grant, bargain, sell, and convey unto

TIMOTHY G. O'SHAUGHNESSY AND LISA L. O'SHAUGHNESSY, husband and wife

hereinafter called the Grantee, whose current address is

6755 SOUTH OLD HIGHWAY 91, MCCAMMON, IDAHO 83250

the following described premises, to-wit:

SEE ATTACHED "EXHIBIT A"

Subject to Reservations in United State and State Patents, existing and recorded rights-of-way and easements, zoning and building ordinances, use restrictions of record, if any and taxes and assessments as prorated between the parties hereto.

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

Dated: APRIL 1, 1992

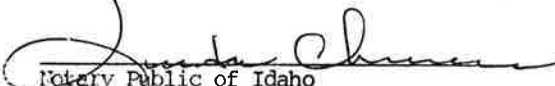

JERRY ALLEN FALK

STATE OF IDAHO)

: ss

COUNTY OF BANNOCK)

On This 1ST day of APRIL , in the year 1992, before me, a Notary Public in and for said State, personally appeared JERRY ALLEN FALK, an unmarried man, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Notary Public of Idaho
Residing at POCATELLO, Idaho
Commission Expires 2/2/93

NOTARY SEAL

92004872

FIRST AMERICAN TITLE

92 APR -2 411-23

MICROFILMED

560
NOV 13 1992

6.00

JS

92004872

2-2

EXHIBIT A

A tract of land in Lots 5 and 6, Section 1, Township 9 South, Range 36 East, Boise Meridian, BANNOCK COUNTY, IDAHO, more particularly described as follows: Commencing at the North Quarter Corner of Section 1, Township 9 South, Range 36 East, Boise Meridian; thence West along the North line of said Section 1, 1089.1 feet to the point on the centerline of Old U.S. Highway 91-191 (Project 111B); thence South 35 18' East along said centerline, 806.9 feet to a point of curvature, Station 1142 + 62.7; thence along a 3 curve to the right, having a central angle of 54 48' and a radius of 1910 feet, a distance of 1826.7 feet to a point on tangent, Station 1160 + 89.4; thence South 19 30' West, 180.80 feet; thence North 70 30' West, 60.00 feet to a point on the Westerly right-of-way line of Old U.S. Highway 91-191 (Project 111B), said point being the TRUE POINT OF BEGINNING; thence South 19 30' West along said Westerly right-of-way line 429.78 feet to a highway right-of-way marker that is 60 feet right of Station 1167 + 00; thence North 70 30' West, 50.00 feet; thence South 19 30' West along said Westerly right-of-way line, 31.4 feet to a point of curvature; thence along said Westerly right-of-way line on a 5.38 curve to the left having a central angle of 55 38' and a radius of 1065 feet, a distance of 164.6 feet; thence North 69 14' West, 199.54 feet; thence North 69 22' West, 414.54 feet to a point on the East bank of the Portneuf River; thence continuing North 69 22' West, 15 feet, more or less, to the highwater line of the Portneuf River and the West line of said Lot 6; thence Northerly following the meandering of the Portneuf River and the West line of said Lots 5 and 6 on the following courses: North 5 48' West 152.0 feet; North 1 27' East, 163.75 feet; North 61 27' East 57.60 feet; North 0 08' West, 100.45 feet; North 11 11' East, 174.52 feet; thence South 71 09' East, 15 feet, more or less, to a point on the East bank of the Portneuf River; thence continuing South 71 09' East, 782.21 feet to the POINT OF BEGINNING.

MICROFILMED
NOV 13 1952



REAL ESTATE PURCHASE & SALE AGREEMENT & RECEIPT FOR EARNEST MONEY

A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE, AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

Rev. 1/90

88609

This form is printed and distributed by the Idaho Association of REALTORS®. This form has been designed and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®. Use by any other person is prohibited.

1 Timothy H. Bond and Lisa Lewis O'Shaughnessy, Idaho, March 2, 1992, (hereinafter called "Buyer") agrees to purchase, and

2 County of Bannock, State of Idaho, commonly known as Old Hwy 91 Jerry Falk - residence

3 and legally described as: To B. attached hereto and made a part of - 10 acres MOL

4 (A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, OR ATTACHED HERETO PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes Broker to insert over

5 Buyer's signature the correct legal description of the property if it is unavailable at the time of signing or to correct the legal description previously entered if erroneous or incomplete.)

6 1. EARNEST MONEY

7 (a) Buyer hereby deposits and receipt is hereby acknowledged of Twenty Five Hundred Dollars (\$ 2,500.00)

8 in the form of ☒ Cash ☐ Personal Check, ☐ Cashier's Check, ☐ Note Due _____, or ☐ _____

9 (b) Said Earnest Money to be deposited in trust account of _____ upon acceptance by all parties, or ☐ _____, 19____, and held by _____ Listing Broker,

10 ☐ Selling Broker, ☐ Other _____ for the benefit of the parties hereto, and the _____

11 2. TOTAL PURCHASE PRICE IS \$ One Hundred Eleven Thousand Dollars (\$ 111,000.00) payable as follows:

12 (a) \$ 25,000.00 Cash down, including the above deposited Earnest Money.

13 (b) \$ 86,000.00 Balance of the purchase price which does not include Mortgage Insurance Premium where applicable, which will be paid as follows:

14 Cash at Closing

15 3. This agreement is, ☐ is not contingent upon Buyer qualifying for: ☐ FHA, ☐ VA, ☐ Conventional, ☐ FmHA, ☐ IHA, ☐ Assumption of existing loan(s)

16 (a) ☒ NEW FINANCING Purchase loan of not less than \$ _____ at 9.5 % interest per annum with a 30 year term. (If FHA or VA loan is sought, read the

17 applicable provisions on the reverse side hereof.) Buyer to pay no more than 0 points plus origination fee, if any. Seller to pay the discount points necessary in order to obtain above

18 described interest rate but points not to exceed 0

19 (b) ☐ ASSUMPTION of existing loan of approximately \$ NA at no more than NA % interest.

20 4. This agreement is ☒ is not contingent upon the sale and closing on property owned by Buyer described as NA

21 before NA listed with NA

22 If there are contingencies stated herein, Seller ☐ shall ☐ shall not have the right to continue to offer the property for sale. If the property is to remain on the market, the provisions of Paragraph J of

23 page 2 hereof will apply and the number of days applicable to Paragraph J shall be 30 calendar days. NA Seller has right for NA Backup offer.

24 6. The following items are specifically EXCLUDED FROM THE SALE: Satellite Dish, all wood knee, Repudiation, Range, Driveway

25 The following items are specifically INCLUDED IN THE SALE: Satellite Dish, all wood knee, Repudiation, Range, Driveway

26 7. COSTS in addition to those listed below may be incurred by Buyer and Seller. Any costs or fees necessary to the closing of this transaction are not included in the purchase price and shall be

27 borne 50% by the Seller and 50% by the Buyer, unless otherwise agreed herein, or provided by law or required by lender. Buyer shall purchase Seller's reserve account if loan assumption.

Costs Paid By:	Appraisal	Loan Assumption	Well Inspection	Pump/Inspect Septic	Government Code Inspect If required	Contract and/or Document Prep	Closing Agent's Fee	Long Term Escrow Fees	Lender's Code Repairs	Title INS.	ALTA POLIC
Buyer	X		X	X							X
N/A		X						X			
Seller					X	X	X		X	X	
Share Equally											

28 Buyer shall pay fuel in tank, amount to be determined by the supplier at Seller's expense.

29 Discount points to be paid as agreed herein. As a result of any governmental inspections SELLER MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing

30 code and Seller agrees to hold the Buyer, the Listing Broker, the Selling Broker, and/or their representatives harmless for any such required repairs or upgrade WHETHER A SALE IS

31 COMPLETED UNDER THIS AGREEMENT OR NOT. Cost of agreed repairs, if any, not to exceed \$ 4000.00

32 Liens, encumbrances or defects in title to the property which are to be discharged by Seller, assumed or waived by the Buyer or which title will be taken subject to by the Buyer (not otherwise set

33 forth herein) are: None except standard Utility Co.s.

34 8. 1st American Title Company shall provide the title policy and preliminary report of commitment required herein

35 If a long term escrow/collection is involved, the escrow holder shall be NA

36 10. CLOSING. The "closing agent" shall be 1st American Land The Broker

37 responsible for closing is Naomi Libbitt or before the closing date, Buyer and Seller shall deposit with the closing

38 agent all funds and instruments necessary to complete the sale. The closing date shall be on or before April 15, 1992

39 11. POSSESSION. Seller shall deliver possession to Buyer on or before 3 days after closing, and taxes and water assessments (using the

40 last available assessment as-a basis), rents, insurance premiums, interest and reserves on loans, liens, or obligations assumed or taken subject to and utilities shall be provided, of

41 date of closing except: None - Buyer shall inspect under path is closing

42 12. The following additional terms and conditions apply to this agreement: Telephone line shall be installed for Buyer's

43 Satisfaction. Buyer shall pay only 100.00 on Well & Septic inspection!

44 Drainage Water shall be included per sale.

45 13. AGENCY DISCLOSURE. At the time of the signing of this agreement the agent working with the Buyer represented Seller and the agent

46 working with the Seller represented Seller Each party signing this document confirms that prior written disclosure of agency was

47 provided to him/her in this transaction. Each party to this transaction understands the contents of the agency disclosure brochure previously received.

48 ACCEPTANCE. Seller shall have until the 1st day of April, 1992 5:00 o'clock ☐ AM ☐ PM, local time at the location of the subject property to accept this offer. Unless

49 accepted, this offer shall lapse and the Broker shall return the Earnest Money to the Buyer.

50 15. BUYER'S SIGNATURE

51 Buyer Timothy H. Bond Address: P.O. Box 4784 - Postville, Id. 83255

52 Buyer Lisa Lewis O'Shaughnessy Phone: (H) 238-1559 (W) 233-7690 4/84

53 16. ACCEPTANCE BY SELLER. The undersigned Seller accepts Buyer's offer of the 3rd day of March, 1992 7:00 o'clock ☐ AM ☐ PM, and further agrees to pay a total

54 brokerage fee of 6,600.00 to High Country Realty (Brokerage) for services, payable at closing

55 Seller J. J. J. J. Address: 6755 S. Old Hwy 91 - McConna

56 Seller J. J. J. J. Phone: (H) 254-3835 (W) High Country Realty

57 Listing Brokerage: High Country Realty Selling Brokerage: High Country Realty

58

59

60

61

62

63

64 STATE OF _____

65 _____ ss

66 County of _____

67 On this _____ day of _____, in the year of 19____, before me, _____, personally appeared

68 _____, known or identified to me, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he _____ executed the same.

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

70

71 NOTARY PUBLIC FOR _____

72 Residing at _____ My Bond Expires: _____, 19____

73 DOCUMENT RECEIPT: (Alternative A or B must be completed)

74 ☒ A. I/We acknowledge receipt of a complete copy of the foregoing Agreement bearing all signatures above this line:

75 SIGNATURE OF SELLER(S) _____ Date _____ SIGNATURE OF BUYER(S) _____ Date March 4, 1992

76 _____ Date _____ _____ Date _____

77 ☐ B. I personally caused a true, correct and complete copy of the foregoing agreement bearing all signatures to be mailed on _____, 19____

78 by Certified Mail, return receipt requested to the ☐ Seller, ☐ Buyer.

79 Sent by _____ BUYER'S COPY WITH SELLER'S, ACCEPTANCE Page one of a two page form

NOV 13 1992

BANNOCK COUNTY, IDAHO
Pocatello, Idaho

WATERMASTER ASSESSMENT for the year 1992
Due and payable on or before June 20, 1992

IF NOT THEN PAID INTEREST AT THE RATE OF
10 PER CENT WILL BE CHARGED FROM THAT
DATE.

TO: Jerry Falk
6755 So. Old Hwy 91
McCammon, Idaho 83250

NOTICE NO. 7

Dist No. 29
Right No. 52 pt

Amount Due \$53.19

Send remittance to:

SHELLEY CHANNON, TAX COLLECTOR
Bannock County Tax Collector
Box 4626—Pocatello, Idaho 83205

DO NOT FILM

May 1, 1992

Lewis-Goodenough Ditch Company
C/o Suzanne Bollinger, Secretary
6555 South Old Highway 91
McCammon, ID 83250

Dear Ditch Member:

At our meeting on April 25, 1992, dues and inches of water per member were discussed. Dues were set at \$3.00 per inch due on January 1 of each year. This will enable us to have monies in the bank to pay for any spring repair work to be done. If repair work exceeds the amount of money available, the dues will be adjusted.

Money will be deposited in a savings account at First Security Bank in Pocatello.

The ditch company books will be available at any time for ditch members to examine.

Inches per member are as follows:

Jeff Allen	7 inches	
Tim O'Shaughnessey	15 inches	<u>23⁰⁰</u> <u>45⁰⁰</u>
Dean Bollinger	35 inches	
Reo Wilde	25 inches	
Bob Larsen	25 inches	
Dennis Goodenough	79 inches	
Joe Burgess	8.72 inches	

Thank you,

Suzanne Bollinger
Suzanne Bollinger, Secretary

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NOV 13 1992

JUN 06 2001

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 29-64B
Date Received: 2/12/90
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

H BOYD WORLEY Phone: (208) 234-7134

6759 S OLD HWY 91
MC CAMMON ID USA 83250

FRANCES M WORLEY Phone: (208) 234-7134

6759 S OLD HWY 91
MC CAMMON ID USA 83250

2. Date of Priority: 07/01/1902

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

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
09S	36E	12	SW NW NE 1	BANNOCK

5. Description of diverting works:

HEADGATE, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/15	9/15	0.3	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
09S	36E	1	SE	NW	5	IRRIGATION	7
			NE	SW	6	IRRIGATION	8
						Section Acres	15
						Total Acres	15

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

CHANGED OWNERSHIP 11/29/95/JT/SB
CHANGED OWNERSHIP PER REQUEST/CV/11/28/00

15. Basis of Claim: Decreed

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: A29-00064B
Date Received: 2/12/1990
Receipt No: C014605
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: MARCIA A KELLY
Address: 6755 S OLD HWY 91
MC CAMMON ID

83250

208-254-9124

2. Date of Priority: JUL 1, 1902

3. Source: PORTNEUF RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	36E	12	SW	NW	NE	1	BANNOCK

5. Description of diverting works:
HEADGATE, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	09/15	0.300		

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

A.F.A.

8. Total consumptive use is 52.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER 25 HEAD BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	36E	1	SE	NW	5	IRR	7.0
			NE	SW	6	IRR	8.0

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NOV 13 1990

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	15.0
					Total Acres	15.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
29-7225 FOR 3 ACRES.

14. Remarks:
CHANGED OWNERSHIP 11/29/95/JT/SB

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

UNION GRAIN & ELEVATOR CO.
Decree Plaintiff

MCCAMMON DITCH CO. ET. AL.
vs Decree Defendant

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A29-00064B**
Date Received: 2/12/1990
Receipt No: C014605
Received By: _____

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

1. Name: TIMOTHY G O SHAUGHNESSY 208-254-3729
Address: 6755 S OLD HWY 91
MC CAMMON ID 83250
AND
Name: LISA L O SHAUGHNESSY 208-254-3729
Address: 6755 S OLD HWY 91
MC CAMMON ID 83250
2. Date of Priority: JUL 1, 1902
3. Source: PORTNEUF RIVER Trib. to: SNAKE RIVER
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County |
|----------|-------|---------|--------|--------|--------|-----|---------|
| 09S | 36E | 12 | SW | NW | NE | 1 | BANNOCK |
5. Description of diverting works:
HEADGATE, DITCHES
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/15 | 09/15 | 0.300 | | |
7. Total Quantity Appropriated is:
1.000 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 52.5 Acre Feet Per Annum.
9. Non-irrigation uses:
STOCKWATER 25 HEAD BEEF CATTLE

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NOV 13 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	36E	1	SE	NW	5	IRR	7.0
			NE	SW	6	IRR	8.0
Section Acres							15.0
Total Acres							15.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
29-7225 FOR 3 ACRES.

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

UNION GRAIN & ELEVATOR CO.
Decree Plaintiff

MCCAMMON DITCH CO. ET. AL.
vs Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

MICROFILMED
NOV 13 1992

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
NOV 13 1992

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A29-00064B
Date Received: 2/12/1990
Receipt No: C014605
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LYNN S. BRANSON
Address: 6750 OLD US 91
MC CAMMON, ID

83250

2. Date of Priority: JUL 01, 1902

3. Source: PORTNEUF RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	36E	12	SW	NW	NE	1	BANNOCK

5. Description of diverting works:
HEADGATE, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	09/15	0.300		

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

A.F.A.

8. Total consumptive use is 52.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER 25 HEAD BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	36E	1	SE	NW	5	IRR	7.0
			NE	SW	6	IRR	8.0

Section Acres 15.0

A29-00064B

Page 1

Date: 02/12/90

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NOV 13 1992



10. Place of Use: Continued

Total Acres 15.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
29-7225 FOR 3 ACRES.

14. Remarks:

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

UNION GRAIN & ELEVATOR CO.
Decree Plaintiff

vs

MCCAMMON DITCH CO. ET. AL.
Decree Defendant

MICROFILMED
NOV 13 1992

16. Signature(s)

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

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s): *L. H. Hanson* Date: 02 12 90

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 12 day

of February 19 90

[Signature]
Notary Public

Seal

Residing at Boise ID

My Commission Expires June 10, 1990

