

02/04/2003

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

RIGHT NUMBER: 29-195H

NAME AND ADDRESS: SILVIA JM LOCKYER
PO BOX 371
MC CAMMON ID 83250

SOURCE: HARKNESS CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.390 CFS

PRIORITY DATE: 06/17/1902

POINT OF DIVERSION:

T09S R36E S1 SENESE 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	0.390 CFS
THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.		

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R36E S12 Lot 2 SENE	12.0	T09S R36E S12 Lot 3 NESE	12.0
T09S R36E S12 Lot 6 NWSE	0.2	T09S R37E S07 Lot 3 NWSW	0.4

24.6 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

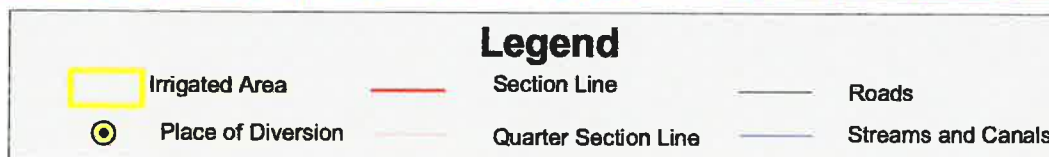
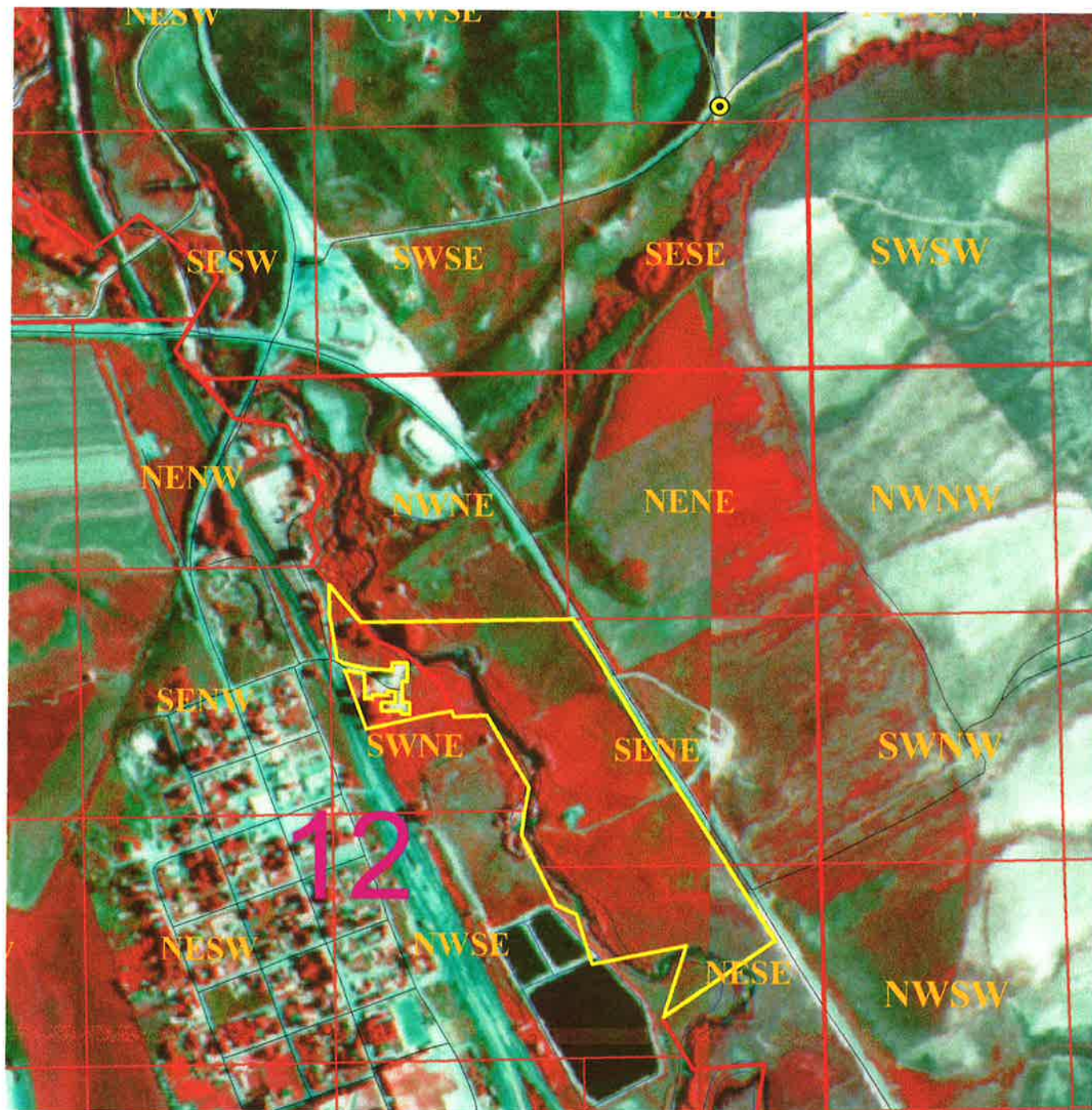
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

Water Right Claim Number A29-00195H

08/08/2000

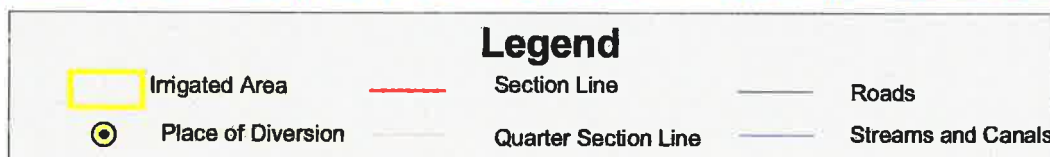
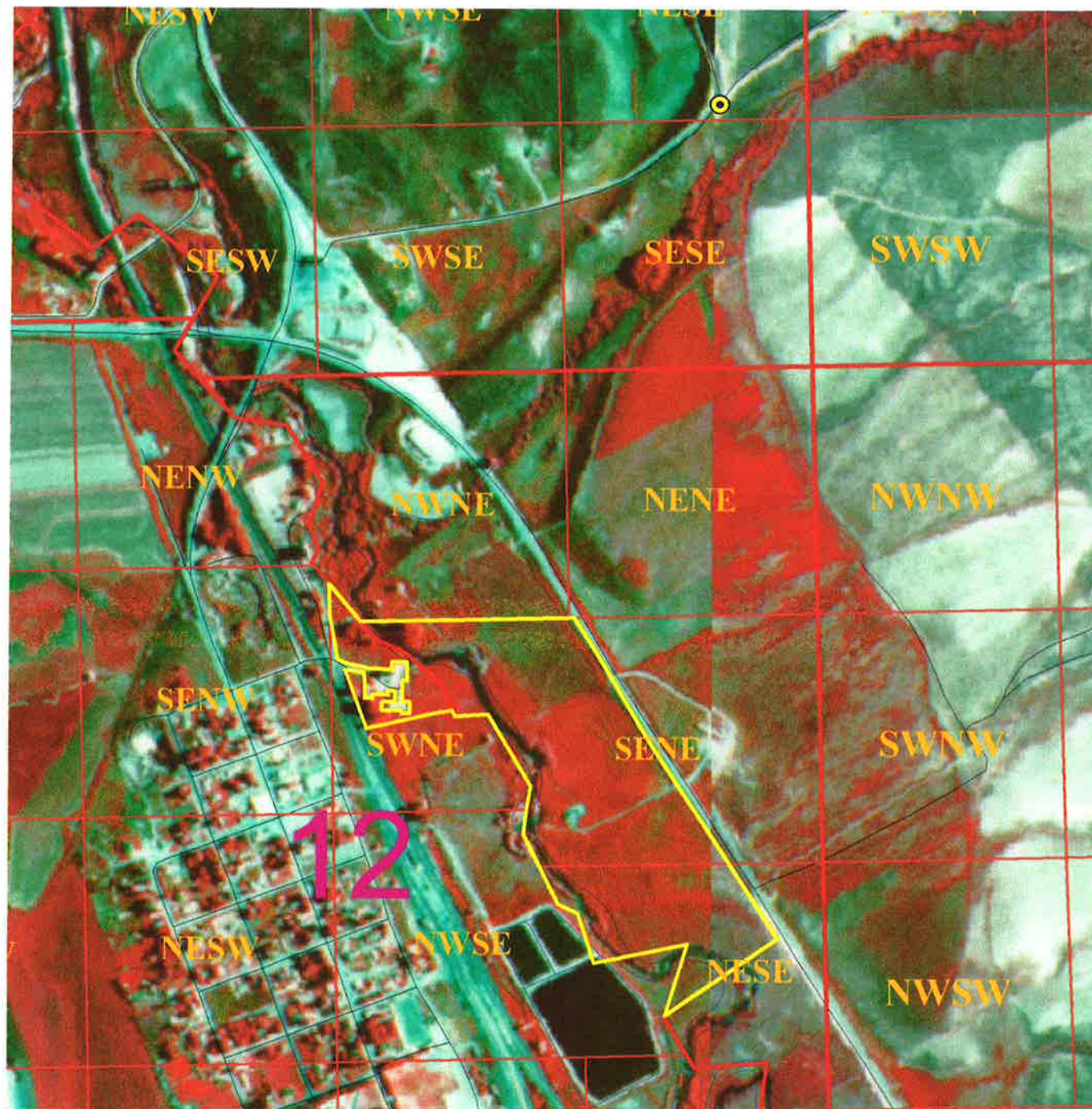
Township , 9S36E



Water Right Claim Number A29-00195H

08/08/2000

Township , 9S36E



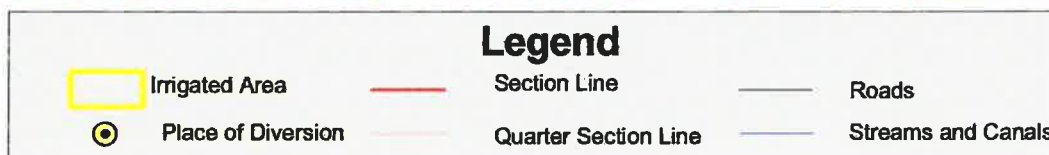
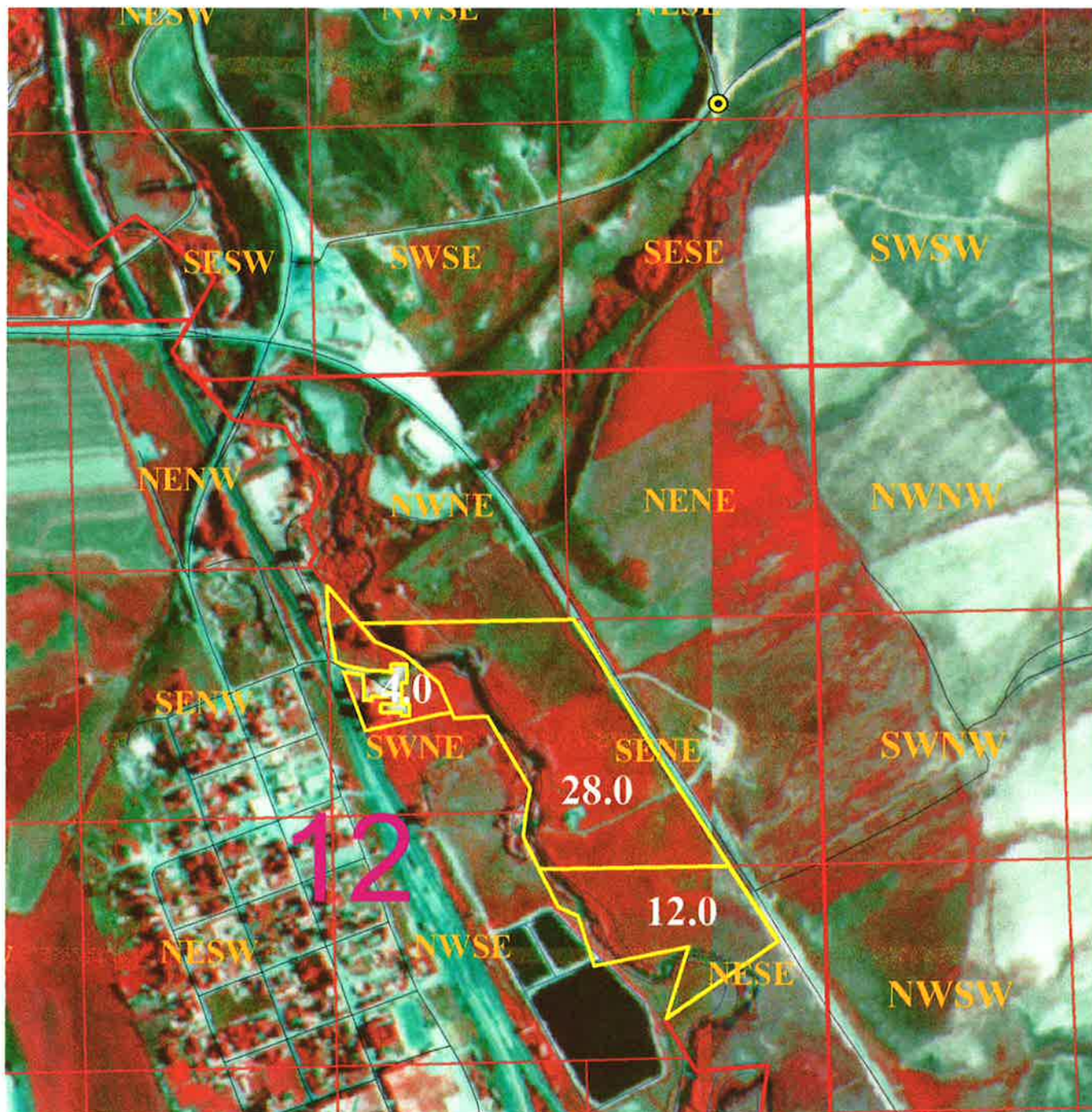
500 0 500 1000 Feet



Water Right Claim Number A29-00195H

08/08/2000

Township , 9S36E



500 0 500 1000 Feet





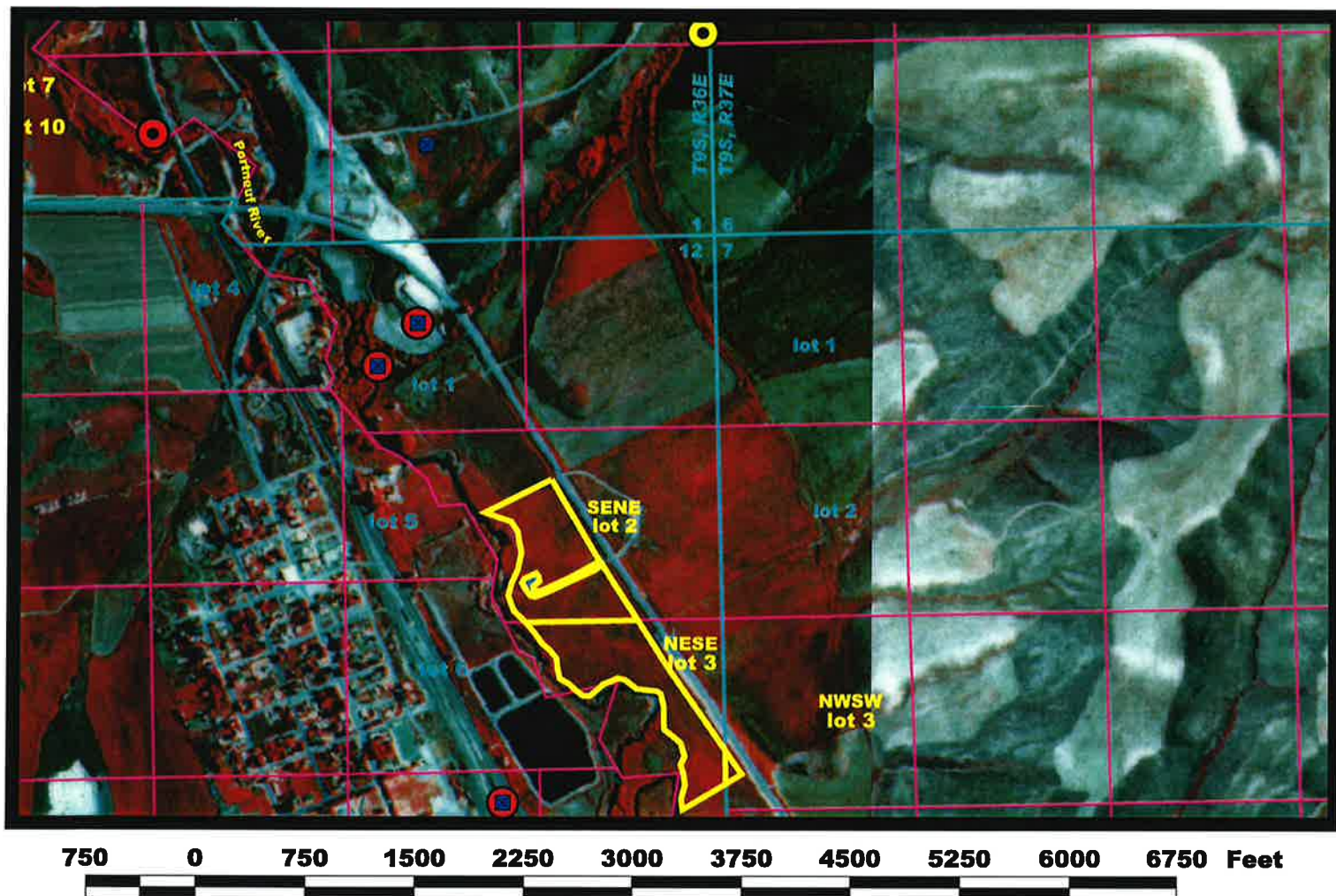
STATE OF IDAHO

Department of Water Resources

Eastern Region



WATER RIGHT(S): 29-00195H



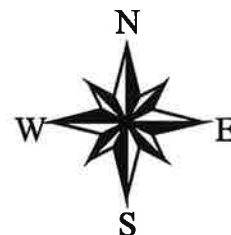
LEGEND

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

Place of Use: (parts of)
T9S, R36E Sec. 12
SENE (L2), NESE (3),
T9S, R37E Sec. 7
NWSW (L3),

Point(s) of Diversion: T9S, R36E
Sec. 1 SENESE

PROFIT



JUL 12 2005

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

02/13/2003

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: April 21, 2003

Water right number: 29-195H

SILVIA JM LOCKYER

PO BOX 371

MC CAMMON ID 83250

Telephone Number: (208)254-3240

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: 3-24-03

SIGNATURE:

Please print your name:

Silvia J-M Lockyer

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

PROFIT

SCANNED
JUL 12 2005

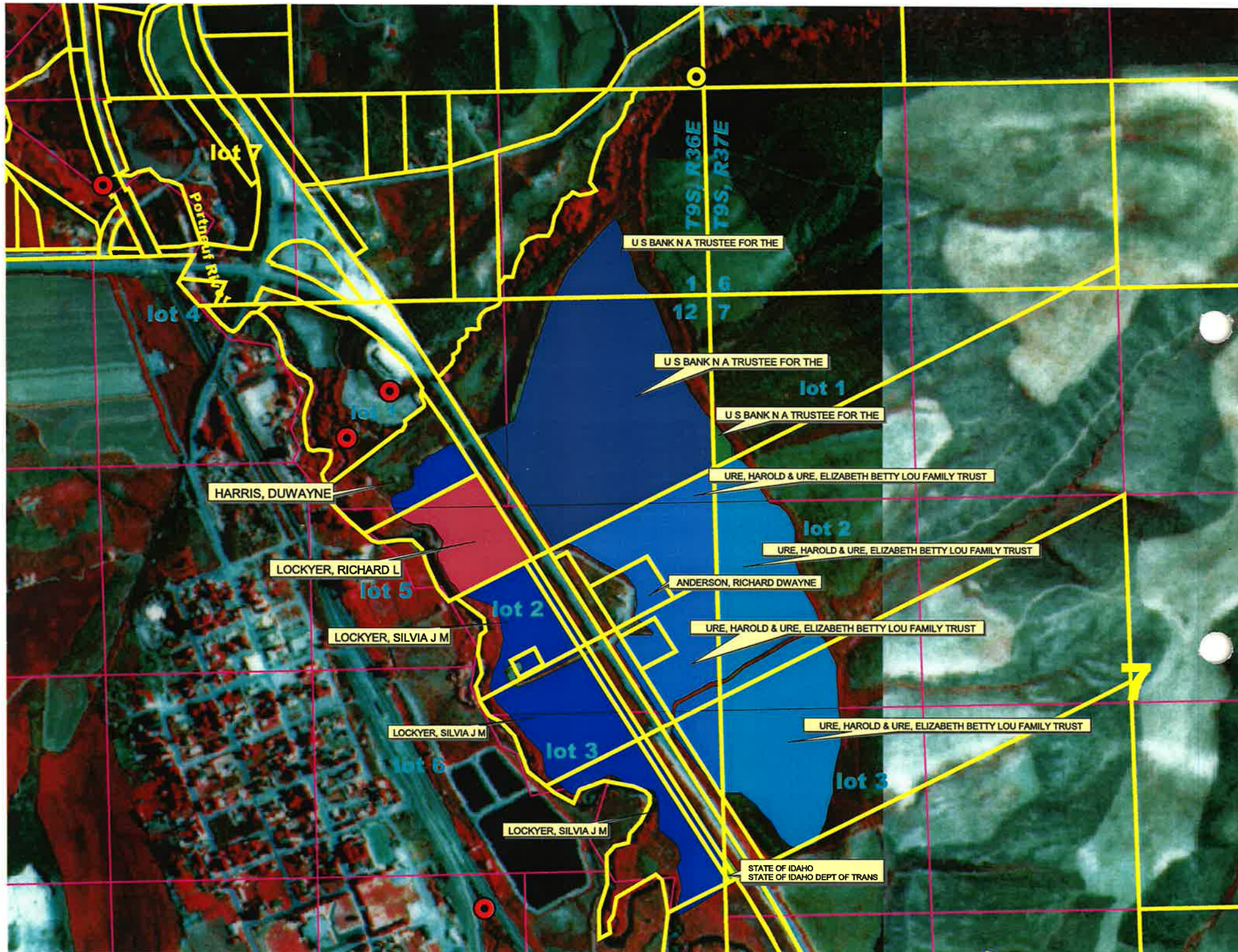
29-195 C.D.E.G.H. POINT OF DIVERSION

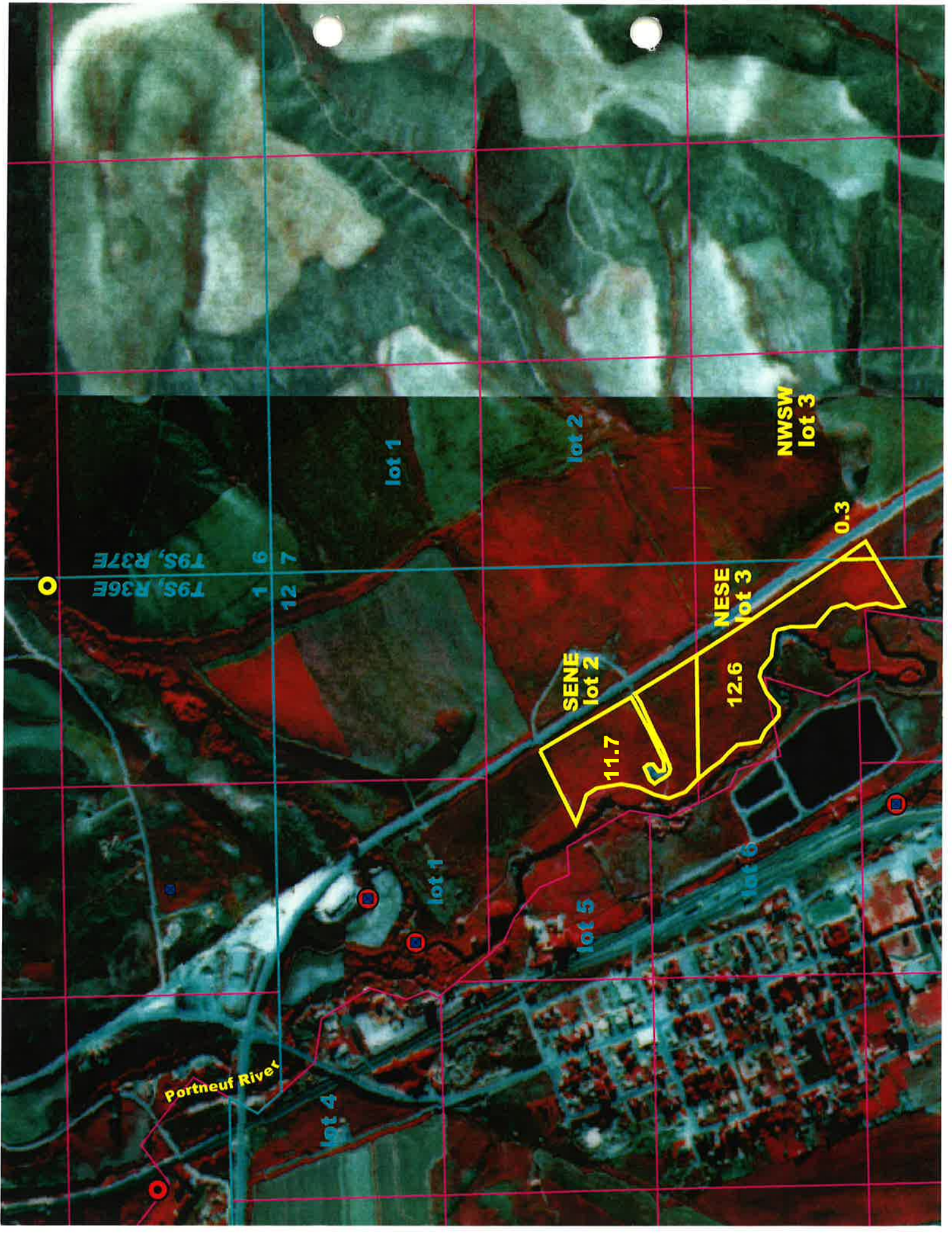


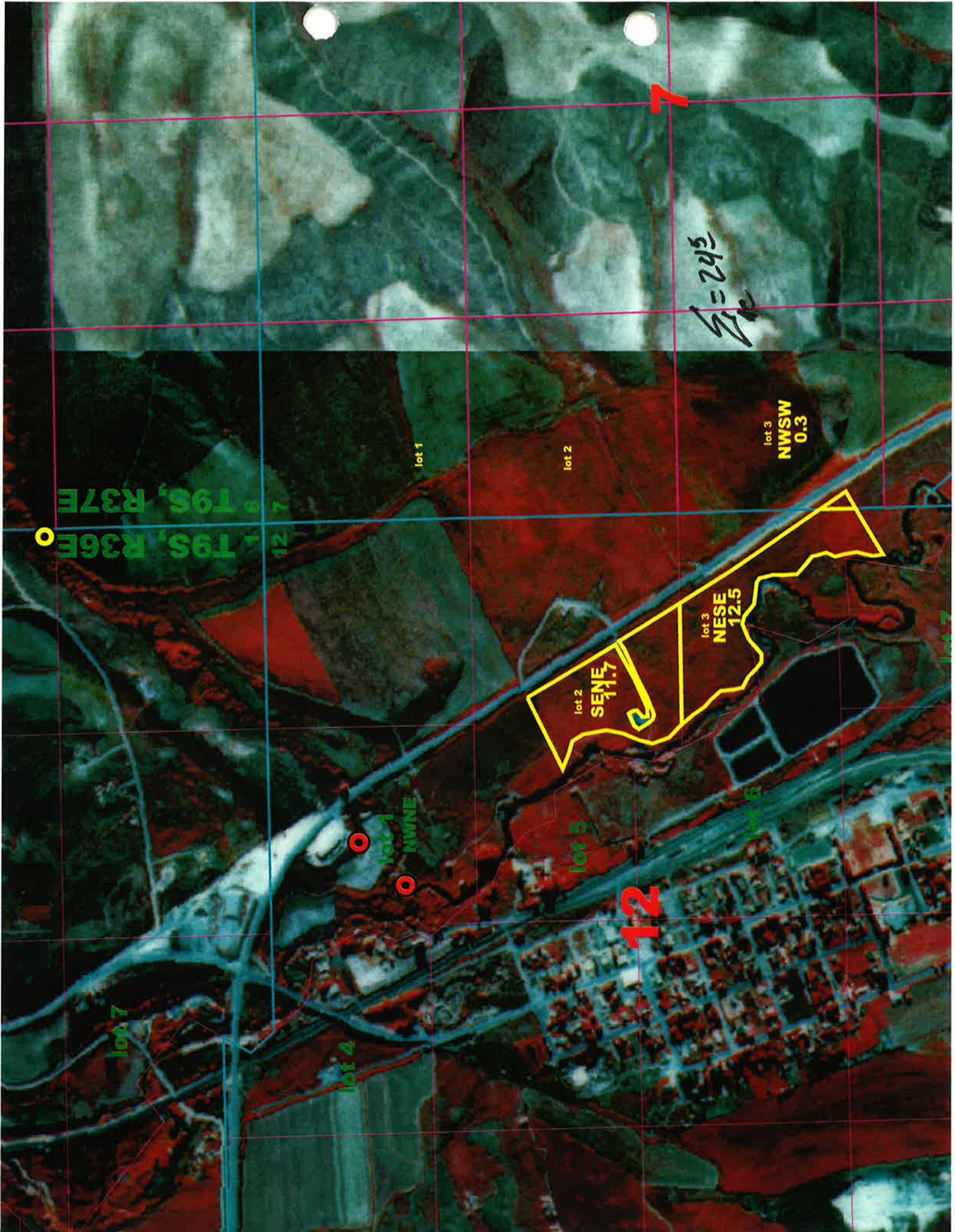
Channel shows allows Harriess Creek to flow on to the
Foothills of River. This channel is gated and when used
causes water to flow down a large ditch for distribution
to claims mentioned above. Ditch flows southerly.

PROTECTED

SCANNED
JUL 12 2005







WEST BOB SMITH CREEK, TRIBUTARY TO THE PORTNEUF RIVER

HARKNESS DITCH, diverts in the Southwest quarter of the Southwest quarter, Section 3, Township 9 South, Range 37 East. From the Southwest corner of Section 3, the point of diversion bears North 9 degrees and 5 minutes East, 810 feet.

POD NESE Sec. 1 T.9S. R.36E.

The second point of diversion of Harkness Ditch is from Harkness Creek. This ditch diverts from Harkness Creek in the Northeast quarter of the Southeast quarter, Section 1, Township 9 South, Range 36 East. From the Southeast corner of Section 1, the point of diversion bears North 5 degrees West, 1500 feet.

141. 1 p.m.

9-0194 1902 June 17 3.5 c.f.s.

of the waters of

Crystal Springs

CRYSTAL SPRINGS. the same being the headwater of West Bob Smith Creek.

1-0195 1902 June 17 (noon)

2.02 c.f.s.

of the waters of

Harkness Creek.

For the irrigation of 276 acres of land described as follows:

HANSEN, LEO

POD: S²SE Sec. 1

L1, NENE Sec. 12 9536E

L1 Sec. 7 9537E

HANSEN, REUBEN

L1 Sec. 7 9537E

NENE, L1, L2 Sec. 12 9536E

LILIENQUIST, NEPHI

L1, L2 Sec. 7 9537E

NENE, L2 Sec. 12 9536E

65 acres in the South half of the Southeast quarter Section 1; The Northeast quarter of the Northeast quarter, Section 12, Township 9 South, Range 36 East Lot 1, Section 12, Township 9 South, Range 36 East; and Lot 1, Section 7, Township 9 South, Range 37 East.

39 acres of land in Lot 1, Section 7, Township 9 South, Range 37 East, the Northeast quarter of the Northeast quarter, Lots 1 and 2, Section 12, Township 9, South, Range 36 East.

37 acres of land in Lots 1 and 2, Section 7, Township 9 South, range 37 East, the Northeast quarter of the Northeast quarter, Lot 2 Section 12, Township 9 South, Range 36 East.

LILIENQUIST, W. L.

L2 Sec. 7 9537E

L2, L3 Sec. 12 9536E

35 acres of land in Lot 2, Section 7, Township 9 South, Range 37 East; Lots 2 and 3, Section 12, Township 9 South, Range 36 East

LILIENQUEST, H. F.

L2, L3 Sec. 7 9537E

L3 Sec. 12 9536E

47 acres of land in Lots 2 and 3, Section 7 Township 9 South, Range 37 East; and Lot 3, Section 12, Township 9 South, Range 36 East

HAWKS, H.

L3, L4 Sec. 7 9537E

L3 Sec. 12 9536E

42 acres of land in Lots 3 and 4, Section 7 Township 9 South, Range 37 East; and Lot 3, Section 12, Township 9 South, Range 36 East.

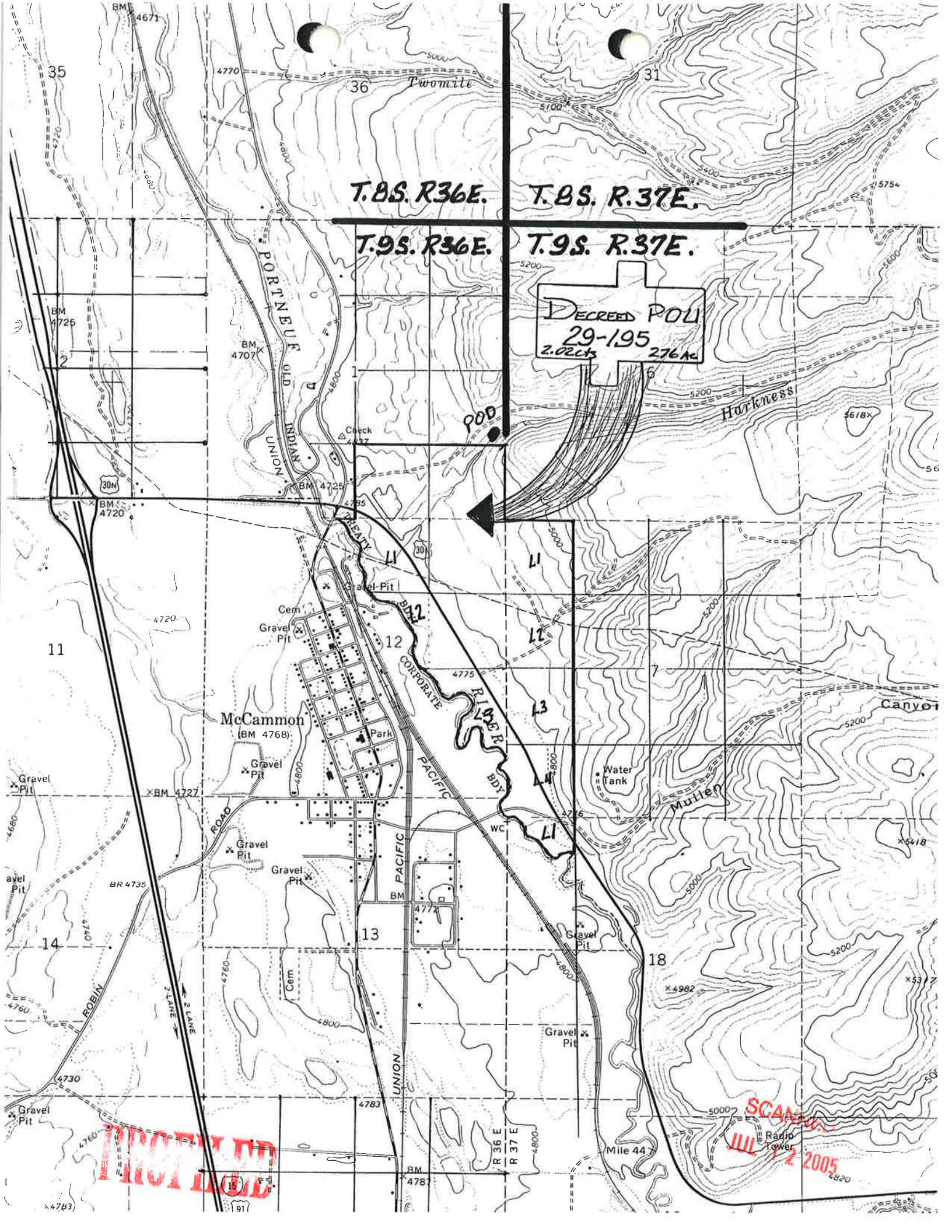
HOWELL, J. W.

L1 Sec. 18 9537E

11 acres of land in Lot 1, Section 18, Township 9 South, Range 37 East.

The above parties last above mentioned, shall divert from the said Crystal Springs at all times during the irrigation season, such amount of water as when mingled with the water of said Harkness Creek. shall make a total of

PROFILED
E=276
JUL 12 2005



T.8S. R.36E.

T.8S. R.37E.

T.9S. R.36E.

T.9S. R.37E.

DECREE POLI
29-195
2.02cts 276Ac

PORTNEUF OLD INDIAN

McCammon
(BM 4768)

PACIFIC RIVER
BDY

Harkness

Canyon

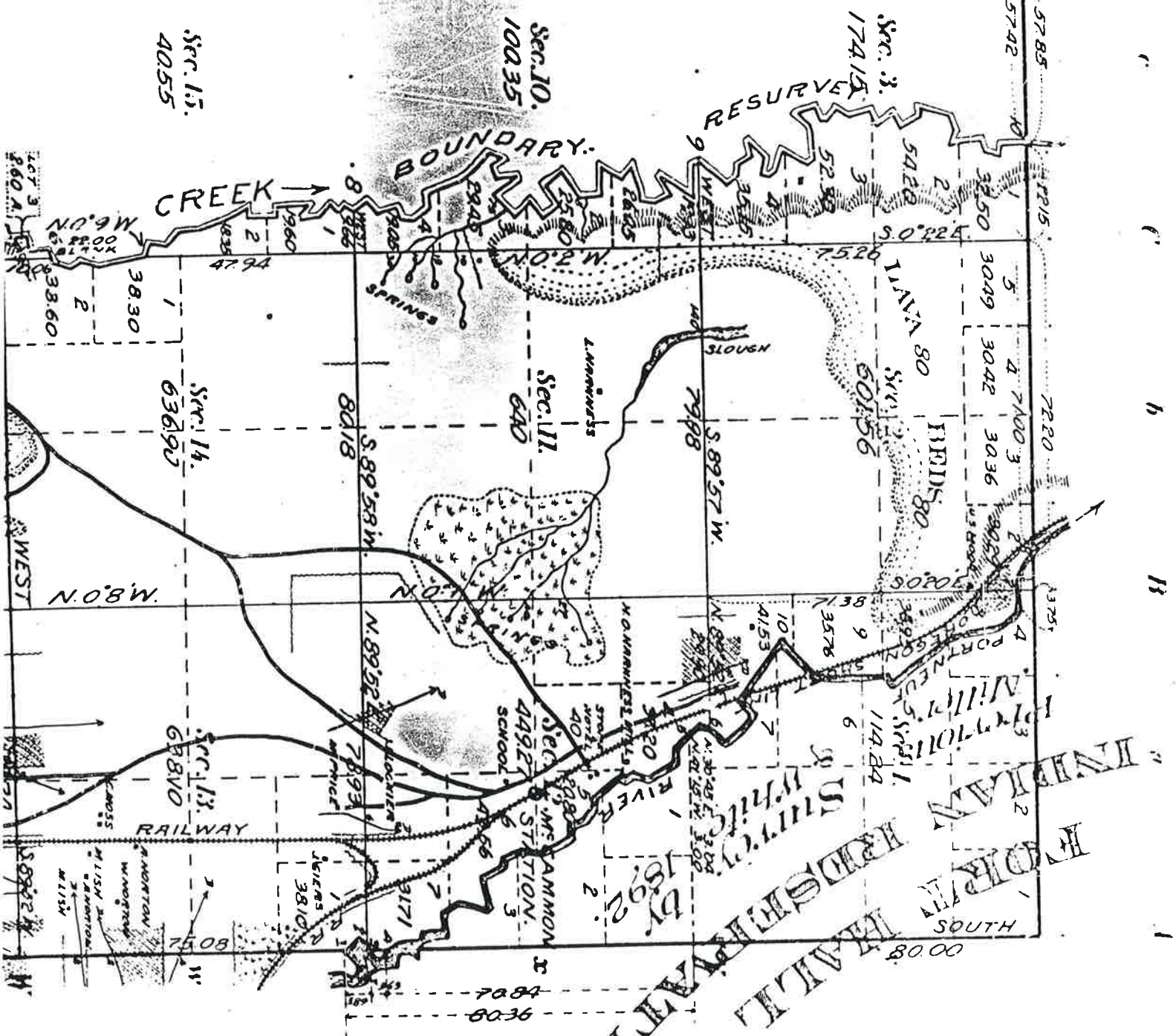
Mullen

PROHIBITED

SCANNED
JUL 2 2005

SCANNED
JUL 12 2005

PROFILED



RECEIVED
JUL 12 1892
U.S. DEPT. OF THE INTERIOR
BUREAU OF LANDS

95368

Meanders of
Post Office
Chick

11 12 13 14 15 16 17 18 19 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 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 10



Water Right Number - 29-00195

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - +

+ - First Name - - +

+ - - - - Address - - - - - +

*** C - CURRENT OWNER ***
HANSEN

LEO

1 -
2 -
3 -City-
Phone -

State- Zip-

HANSEN

REUBEN

1 -
2 -
3 -City-
Phone -

State- Zip-

LILJENQUIST

NEPHI

1 -
2 -
3 -City-
Phone -

State- Zip-

HAWKS

H.

1 -
2 -
3 -City-
Phone -

State- Zip-

HOWELL

J. W.

1 -
2 -
3 -City-
Phone -

State- Zip-

+ - - Priority Date - - +
06/17/1902+ - - Region - - - +
15 EASTERN+ - - Stage - - - +
D - DECREED

+ - - Status - - - +

+ - - Source - - - - +
HARKNESS CREEK+ - - Tributary - - - - - +
PORTNEUF RIVER

+ - - Point of Diversion - - - - - +						
Tw	Rng	Sec	Tract	Lot	RFlg	County
09S	36E	1	NE SE			(5) BANNOCK

+ - - Code - - - - - +		+ - - Description - - - - - +		+ - - Water Use - - - - - +		+ - - Diversion Rate - - - - - +		+ - - Diversion Volume - - - - - +	
				Period From	Period To				
	01 - IRRIGATION			04/15	09/15		2.020		

+ - Total Div. Rate - +	+ - Total Div. Volume - +	+ - Total Div. Capacity - +	+ - Total Consumptive Use - +	+ - KW Usage - +
2.020			0.0	

+ - - Place of Use - - - - - +						
Tw	Rng	Sec	Tract	Lot	Acres	Code
09S	36E	1	SW SE			01 IRRIGATION

+ - - Description - - - - - +		+ - - County - - - - - +	
	(5) BANNOCK		

Prefix Translation: WATER RIGHT

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Exam to S.O. Date	- 00/00/0000	Verified Date	- 06/18/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 29
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Presumption Flag	-	Name Connector	-	POU Ownership Flag	-
SRBA Decreed Flag	-				

ERnie Carlson

A 29 -00195-

WARRANTY DEED

(INDIVIDUAL)

change of a 2010
ownership of 19/0

FOR VALUE RECEIVED J. WENDELL MARLEY AND S. WAYNE MARLEY, EACH MARRIED MEN
DEALING WITH THEIR SOLE AND SEPERATE PROPERTY

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

SYLVIA J.N. LOCKYER, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPERATE PROPERTY

GRANTEE(S), whose current address is: 1585 HARKNESS CANYON ROAD; P.O. BOX 371; MCCAMMON, IDAHO 83250
the following described real property in BANNOCK County, State of Idaho,
more particularly described as follows, to wit:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

J. WENDELL MARLEY

S. WAYNE MARLEY

STATE OF _____, County of _____, ss.

On this _____ day of _____, in the year of _____, before me
_____, a Notary Public, personally appeared _____

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

SCANNED

Notary Public: _____

Residing at: _____

My Commission Expires: _____

PROFILE JUL 1 2 2005

A tract of land in the East 1/2 of Section 12, Township 9 South, Range 36 East, Boise Meridian, and in the SW 1/4 Section 7, Township 9 South, Range 37 east, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at the North Quarter corner of said Section 7, marked by a 5/8 inch rear with an aluminum cap marked PLS 843; thence North 00°09'54" West along the East line of the SW 1/4 of Section 6, Township 9 South, Range 36 East, a distance of 133.00 feet to a 5/8 inch rear with an aluminum cap marked PLS 843; thence South 64°34'42" West a distance of 4176.35 feet to a 5/8 inch rear with plastic cap marked PLS 4735 on the Southeasterly right-of-way of Highway 30 and the true point of beginning; thence South 64°32'19" West along a fence line called for in Boundary Agreement instrument no. 93008275, recorded in the office of the Recorder for Bannock County, Idaho, a distance of 545.39 feet to a 5/8 inch rear with an aluminum cap marked PLS 843, point being on the said Boundary Agreement line and approximately on the Easterly bank of the Portneuf River; thence along the Easterly bank of the Portneuf River the following courses and distances:

South 52°39'08" East, 220.26 feet;
South 06°26'57" East, 81.31 feet;
South 53°25'54" West, 43.93 feet;
South 07°47'06" West, 116.53 feet;
South 09°57'23" East, 125.86 feet;
South 27°18'41" West, 91.25 feet;
South 15°33'11" East, 105.19 feet;
South 30°13'19" East, 101.69 feet;
South 59°46'43" East, 85.46 feet;
South 43°27'14" East, 127.69 feet;
South 19°06'29" East, 239.70 feet;
South 50°34'01" East, 149.29 feet;
South 50°34'01" East, 69.80 feet;
South 59°55'26" East, 138.22 feet;
North 26°01'25" East, 93.79 feet;
North 70°58'33" East, 166.59 feet;
South 77°53'03" East, 189.94 feet;
South 66°47'34" East, 77.67 feet;
South 44°18'52" East, 46.57 feet;
South 03°46'08" West, 46.50 feet;
South 27°07'51" West, 133.15 feet;
South 43°38'06" West, 102.58 feet;
South 11°49'40" West, 59.13 feet;
South 76°51'10" West, 89.13 feet;
South 42°20'25" West, 79.01 feet;
South 00°09'21" East, 184.34 feet;
South 18°57'32" West, 179.39 feet;
South 00°08'34" West, 176.87 feet;
North 65°54'48" East, 76.40 feet;
North 05°20'02" West, 69.90 feet;
North 35°06'04" East, 52.89 feet;

SCANNED

JUL 12 2005

PROFILED

4-4

J0016091

North 11°47'57" East, 114.28 feet;
North 60°36'59" East, 291.80 feet;
South 46°39'54" East, 50.36 feet;
South 10°43'56" East, 93.44 feet;
South 07°38'19" East, 121.59 feet, to a 5/8 inch rear with an aluminum cap marked PLS 843 or the Easterly bank of the Portneuf River; thence North 64°34'42" East a distance of 488.53 feet, to a 5/8 inch rear with an aluminum cap marked PLS 843 on the Southeasterly right-of-way of said Highway 30; thence North 31°17'00" West along the Southeasterly right-of-way of said Highway 30, a distance of 2416.63 feet, to the true point of beginning.

PROFILE

SCANNED
JUL 12 2005

WARRANTY DEED

For Value Received, Rose Priestly, Nellie Holmes and Dorothy Stokes, as statutory trustees for SouthEast Securities Company, Inc., a defunct Idaho corporation, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto DuWayne Harris and Carolyn Harris, husband and wife, hereinafter referred to as Grantee, whether one or more, whose current address is 104 Center, McCammon, Idaho 83250, the following described premises, in Bannock County, Idaho, to wit:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL WHICH LIES SOUTHWEST OF STATE HIGHWAY 30 NORTH, AND NORTHEAST OF THE PORTNEUF RIVER: BEGINNING AT THE SOUTH 1/16TH CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO; THENCE SOUTH ALONG THE MERIDIONAL CENTERLINE, 1187.0 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH ALONG THE MERIDIONAL CENTERLINE 133.0 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 64°17' WEST, 5490 FEET, MORE OR LESS, TO THE NORTHEAST BOUNDARY OF THE STATION GROUNDS OF THE OREGON SHORT LINE RAILROAD; THENCE NORTH 25°43' WEST ALONG THE NORTHEAST BOUNDARY OF THE OREGON SHORT LINE RAILROAD STATION GROUNDS, 360 FEET, MORE OR LESS, TO THE NORTH CORNER OF SAID STATION GROUNDS; THENCE IN A NORTHEASTERLY DIRECTION AT RIGHT ANGLES TO THE OREGON SHORT LINE RAILROAD, 445 FEET, MORE OR LESS, TO THE RIGHT BANK OF THE PORTNEUF RIVER; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE RIGHT BANK OF THE PORTNEUF RIVER 115 FEET, MORE OR LESS; THENCE IN A WESTERLY DIRECTION AND ALONG THE CENTERLINE OF THE ROAD LEADING TO THE CROSSING OF THE OREGON SHORT LINE RAILROAD, 305 FEET, MORE OR LESS, TO THE CENTER OF THE ROAD LEADING TO THE HARKNESS WAGON BRIDGE; THENCE IN A NORTH AND EASTERLY DIRECTION ALONG SAID ROAD; 165 FEET, MORE OR LESS, TO THE CENTER OF THE

WEST ABUTMENT OF THE HARKNESS WAGON BRIDGE; THENCE NORTHWESTERLY ALONG THE LEFT BANK OF THE PORTNEUF RIVER, 435 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF THE UNION MILL AND ELEVATOR CO'S LAND; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID TRACT AND A CONTINUATION THEREOF TO THE RIGHT BANK OF THE PORTNEUF RIVER; THENCE ALONG THE RIGHT BANK OF THE PORTNEUF RIVER TO A POINT ON THE PROJECTED LINE OF THE NORTHWEST FENCE OF THE HARKNESS CORRAL; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID FENCE AND THE PROJECTED LINE THEREOF TO THE CENTER OF THE CHANNEL OF HARKNESS CREEK; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER OF THE CHANNEL OF HARKNESS CREEK TO ITS INTERSECTION WITH THE SOUTH 1/16TH LINE OF SECTION 1, TOWNSHIP 9 SOUTH, RANGE 36 E.B.M. AT A POINT 440.0 FEET, MORE OR LESS, WEST OF THE SOUTH 1/16TH CORNER ON THE EAST LINE OF SAID SECTION 1; THENCE EAST ALONG THE SOUTH 1/16TH LINE OF SAID SECTION 1 AND SECTION 6, TOWNSHIP 9 SOUTH, RANGE 37 E.B.M., TO THE POINT OF BEGINNING. . .

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

DATED: 6.30.71

Rose Priestly
Rose Priestly, as an individual

Rose Priestly
Rose Priestly, a Statutory Trustee
for Southeast Securities, Inc., a
defunct Idaho corporation

Nellie Holmes
Nellie Holmes, a Statutory Trustee
for Southeast Securities, Inc., a
defunct Idaho corporation

REAL ESTATE PURCHASE AND SALE AGREEMENT
(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTIONS, CONSULT YOUR ATTORNEY.

McCammon, Idaho 9-12-1992

Richard L. Lockyer and Silvia M. Lockyer
(hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in McCammon County of Bannock State of Idaho, commonly known as OFF OF Hwy 30, legally described as: Northeast Quarter of sec. 13 Township 9 South, Range 36 E.B.M Bannock County.

* A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete).

1. TOTAL PURCHASE PRICE IS Thirteen Thousand and no cents
DOLLARS (\$ 13,000.00) payable as follows:

A. Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of one thousand Dollars (\$ 1,000.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due or paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by First American for the benefit of the parties hereto, and (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: upon closing of escrow paid in full

* Statement on the Warranty Deed conveying it to no further division without platting.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 9-12-92. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: ROSE PRIESTLY - Lien Holder

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy for the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that: FIRST AMERICAN Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. Is hereby agreed that the "closing agent" for this agreement shall be First American. Closing is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on Buyer will pay title insu. fees

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before upon completion of escrow and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of except as follows:

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

8. The parties agree that this agreement contains the following additional terms and conditions: no parcel containing acres and including the appurtenant water rights in Harkness Creek.

9. The following items of property now on the premises are specifically excluded from the sale: N/A

The following items of personal property are specifically included in the sale: N/A

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer Richard L. Lockyer Seller's Address P.O. Box 371 McCammon ID

Buyer Silvia M. Lockyer Buyer's Phone 254 3290

On this date, 9-12-92 I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller Richard L. Lockyer Seller's Address McCammon 254-3284

Seller Silvia M. Lockyer Seller's Phone 254-3284

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 13 day of September, 19 1992.

Buyer _____ Buyer _____

STATE OF IDAHO)
County of _____) ss

On this 13 day of September, 19 1992, before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.

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

Notary Public for Idaho _____ Residing at _____



A Pioneer Company
PIONEER TITLE COMPANY
 OF BANNOCK COUNTY

135 N. Arthur Avenue / P.O. Box 1057 / Pocatello, Idaho 83204
 (208) 233-9595

98016090

RECORDED BY REQUEST OF
 Wendell Marley
 08 17 PM 4 04
 FILED 12-18
 COUNTY OF BANNOCK
 IDAHO
 12-18
 RECORDER
 M

3-1

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED J. WENDELL MARLEY AND S. WAYNE MARLEY, EACH MARRIED MEN
 DEALING WITH THEIR SOLE AND SEPERATE PROPERTY

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

SYLVIA J. N. LOCKYER, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPERATE PROPERTY
 83250

GRANTEE(S), whose current address is: 1585 HARKNESS CANYON ROAD; P.O. BOX 371; MCCAMMON, IDAHO
 the following described real property in BANNOCK County, State of Idaho,
 more particularly described as follows, to wit:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

J. Wendell Marley
 J. WENDELL MARLEY

S. Wayne Marley
 S. WAYNE MARLEY

STATE OF Idaho, County of Bannock, ss.

On this 17 day of August, in the year of 1998, before me
Marley, a Notary Public, personally appeared Wayne & Wendell

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

NOTARY SEAL

Notary Public: Bilva Hansen
 Residing at: mccammon
 My Commission Expires: 10-26-01



A Pioneer Company
PIONEER TITLE COMPANY
OF BANNOCK COUNTY

35 N. Arthur Avenue / P.O. Box 457 / Pocatello, Idaho 83204
(208) 237-0595

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED J. WENDELL MARLEY AND S. WAYNE MARLEY, EACH MARRIED MEN
DEALING WITH THEIR SOLE AND SEPERATE PROPERTY

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

SYLVIA J. N. LOCHER, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPERATE PROPERTY

GRANTEE(S), whose current address is: 1585 HARKNESS CANYON ROAD; P.O. BOX 371; MCCAMMON, IDAHO 83250
the following described real property in BANNOCK County, State of Idaho,
more particularly described as follows, to wit:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

J. Wendell Marley S. Wayne Marley
J. WENDELL MARLEY S. WAYNE MARLEY

STATE OF Idaho, County of Bannock, ss.
On this 17 day of August, in the year of 1998, before me
Marley, a Notary Public, personally appeared Wayne & Wendell
known or identified to me to be the person(s) whose name(s) _____ subscribed to the within
instrument, and acknowledged to me that he executed the same.

Notary Public: Belva Hansen
Residing at: MCCAMMON
My Commission Expires: 10-26-01

DEED OF TRUST

THIS DEED OF TRUST, made this 13TH day of AUGUST, 1998, BETWEEN SYLVIA J. LOCKYER, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPARATE PROPERTY, hereinafter called GRANTOR, whose address is 1585 H. KESSNER CANYON ROAD; P.O. BOX 371; MCCAMMON, IDAHO 83250 PIONEER TITLE COMPANY OF BANNOCK COUNTY, an Idaho corporation, hereinafter called TRUSTEE, whose address is 135 N. Arthur Ave., Pocatello, Idaho 83204, and J. WENDELL MARLEY AND S. WAYNE MARLEY, EACH MARRIED MEN DEALING WITH THEIR JOINT AND SEPARATE PROPERTY, hereinafter called BENEFICIARY, whose address is 1059 W. 4000 N., REXBURG, IDAHO 83440 WITNESSETH That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of BANNOCK, State of Idaho, described as follows, and containing not more than ~~NINETY~~ FORTY ACRES:

SEE EXHIBIT A ATTACHED

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ~~SEVENTY FIVE THOUSAND AND NO/100~~ \$85,000.00 ***** DOLLARS, (\$ 85,000.00), final payment due SEPTEMBER 1, 2028

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided, provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building, which may be damaged, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the laws of the State of Idaho; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific exceptions herein not excluding the general.

2. To provide, maintain and deliver a satisfactory fire insurance policy to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay at least ten days before due date any taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of this note hereby secured, the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without cost all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at legal interest rate.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; or in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurances.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

3. At any time or from time to time without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; regrant, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or change thereof.

4. Upon written request of Beneficiary, stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held thereunder. The recitals in any reconveyance executed under this deed of trust or any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection for such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the hereby described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or so much part thereof is situated.

Notice of sale having been given as required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

3-2

Exhibit A

98016090

A tract of land in the East 1/2 of Section 12, Township 9 South, Range 36 East, Boise Meridian, and in the SW 1/4 Section 7, Township 9 South, Range 37 east, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at the North Quarter corner of said Section 7, marked by a 5/8 inch rear with an aluminum cap marked PLS 843; thence North 00°09'54" West along the East line of the SW 1/4 of Section 6, Township 9 South, Range 36 East, a distance of 133.00 feet to a 5/8 inch rear with an aluminum cap marked PLS 843; thence South 64°34'42" West a distance of 4176.35 feet to a 5/8 inch rear with plastic cap marked PLS 4735 on the Southeasterly right-of-way of Highway 30 and the true point of beginning; thence South 64°32'19" West along a fence line called for in Boundary Agreement instrument no. 93008275, recorded in the office of the Recorder for Bannock County, Idaho, a distance of 545.39 feet to a 5/8 inch rear with an aluminum cap marked PLS 843, point being on the said Boundary Agreement line and approximately on the Easterly bank of the Portneuf River; thence along the Easterly bank of the Portneuf River the following courses and distances:

South 52°39'08" East, 220.26 feet;
South 06°26'57" East, 81.31 feet;
South 53°25'54" West, 43.93 feet;
South 07°47'06" West, 116.53 feet;
South 09°57'23" East, 125.86 feet;
South 27°18'41" West, 91.25 feet;
South 15°33'11" East, 105.19 feet;
South 30°13'19" East, 101.69 feet;
South 59°46'43" East, 85.46 feet;
South 43°27'14" East, 127.69 feet;
South 19°06'29" East, 239.70 feet;
South 50°34'01" East, 149.29 feet;
South 50°34'01" East, 69.80 feet;
South 59°55'26" East, 138.22 feet;
North 26°01'25" East, 93.79 feet;
North 70°58'33" East, 166.59 feet;
South 77°53'03" East, 189.94 feet;
South 66°47'34" East, 77.67 feet;
South 44°18'52" East, 46.57 feet;
South 03°46'08" West, 46.50 feet;
South 27°07'51" West, 133.15 feet;
South 43°38'06" West, 102.58 feet;
South 11°49'40" West, 59.13 feet;
South 76°51'10" West, 89.13 feet;
South 42°20'25" West, 79.01 feet;
South 00°09'21" East, 184.34 feet;
South 18°57'32" West, 179.39 feet;
South 00°08'34" West, 176.87 feet;
North 65°54'48" East, 76.40 feet;
North 05°20'02" West, 69.90 feet;
North 35°06'04" East, 52.89 feet;

SCANNED

JUL 12 2005

PROFILED

3-3

98016090

North 11°47'57" East, 114.28 feet;
North 60°36'59" East, 291.80 feet;
South 46°39'54" East, 50.36 feet; *JWM S.W.M*
South 10°43'56" East, 93.44 feet; *84*
South 07°38'19" East, 121.59 feet, to a 5/8 inch rear with an
aluminum cap marked PLS 843 *84* on the Easterly bank of the Portneuf
River; thence North 64°34'42" East a distance of 488.53 feet, to a
5/8 inch rear with an aluminum cap marked PLS 843 on the
Southeasterly right-of-way of said Highway 30; thence North
31°17'00" West along the Southeasterly right-of-way of said Highway
30, a distance of 2416.63 feet, to the true point of beginning.

TOGETHER WITH ANY WATER RIGHTS ALLOTTED TO SAID PROPERTY BY THE DEPARTMENT
OF WATER RESOURCES

PROFILED

SCANNED
JUL 12 2005

SCANNED

MAY 18 2001

Log for claim A29-00195H

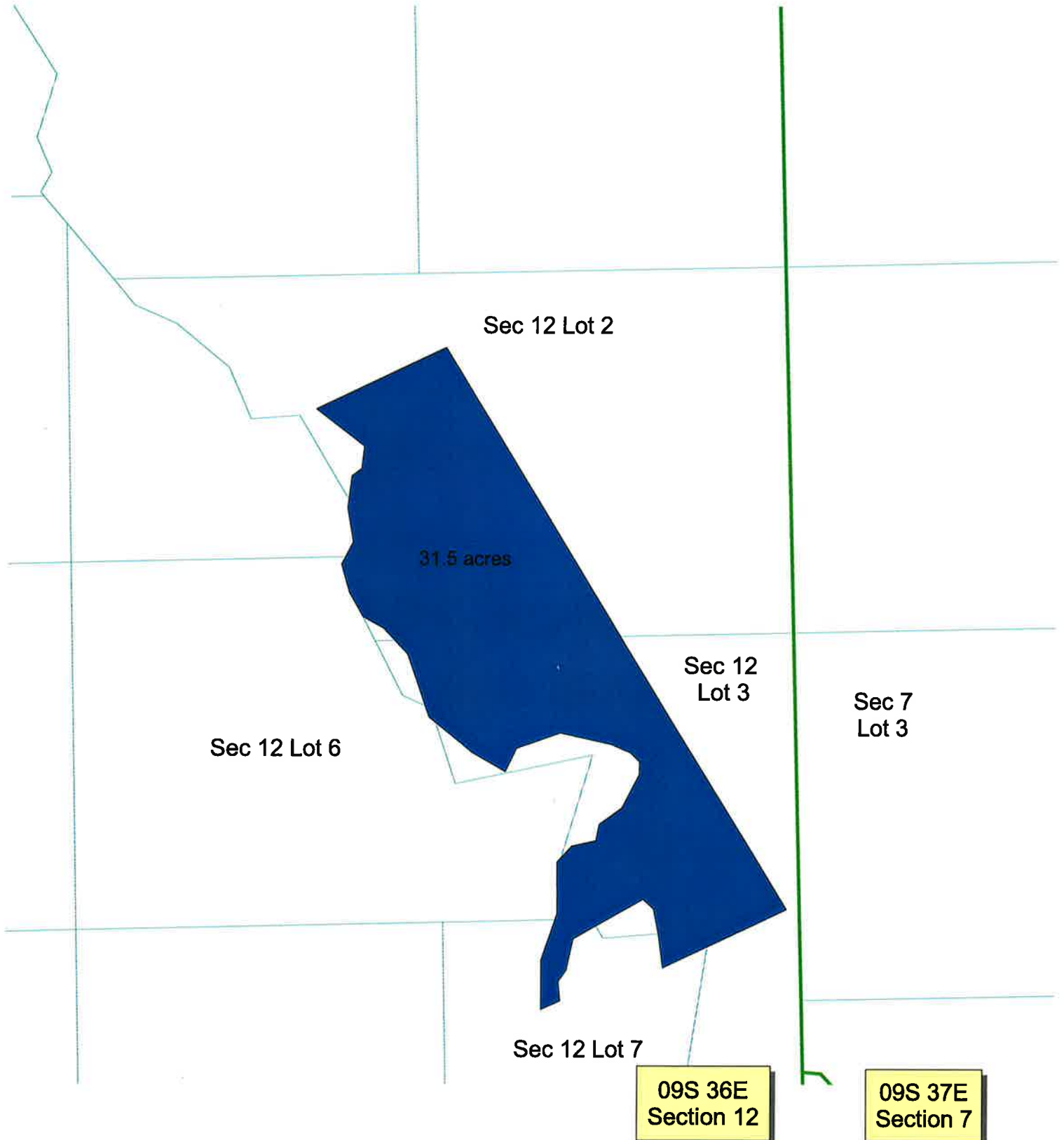
Spatial Dynamics AMH

8/8/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s36e	12	SWNE	4	4	
09s36e	12	SENE	11	28	Permissible place of use?
09s36e	12	NESE	14	12	
Totals:			29	44	

A29-00195H

Parcel 7 - Metes and Bounds from Deed 98016090





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
January 18, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SILVIA LOCKYER
PO BOX 371
MC CAMMON ID 83250

RE: OWNERSHIP CHANGE FOR A29-04009B, A29-04009C, A29-00195H

Dear Ms. Lockyer:

Our office received your July 28, 1999 request to change the ownership on the above-referenced water rights from Marley to Lockyer.

Enclosed are copies of A29-00195H and A29-04009C which are already in your name. We did not change A29-04009B (which our records indicate is in the name of Duwayne Harris) because the deed you provided is not appurtenant to the property reflected in this right. If you have purchased this property, please provide our office with the applicable deed and map, and we will process this request as soon as possible.

If you have any questions regarding this matter, please contact Senior Water Agent Bryce Contour.

Sincerely,

Jennifer Crabtree
Technical Records Specialist

Enclosure

To: Splits of A29-00195
Splits of A29-04009
Fr: Bryce A. Contor
Date: 1/7/00



Re: Place of Use

Silvia J. M. Lockyer presented a Notice of Change of Water Right Ownership in July of 1999. The accompanying plat map may be useful in clarifying place of use of the various splits of these two water rights.

It is filed with A29-00195H.

Exhibit A

A tract of land in the East 1/2 of Section 12, Township 9 South, Range 36 East, Boise Meridian, and in the SW 1/4 Section 7, Township 9 South, Range 37 east, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at the North Quarter corner of said Section 7, marked by a 5/8 inch rear with an aluminum cap marked PLS 843; thence North 00°09'54" West along the East line of the SW 1/4 of Section 6, Township 9 South, Range 36 East, a distance of 133.00 feet to a 5/8 inch rear with an aluminum cap marked PLS 843; thence South 64°34'42" West a distance of 4176.35 feet to a 5/8 inch rear with plastic cap marked PLS 4735 on the Southeasterly right-of-way of Highway 30 and the true point of beginning; thence South 64°32'19" West along a fence line called for in Boundary Agreement instrument no. 93008275, recorded in the office of the Recorder for Bannock County, Idaho, a distance of 545.39 feet to a 5/8 inch rear with an aluminum cap marked PLS 843, point being on the said Boundary Agreement line and approximately on the Easterly bank of the Portneuf River; thence along the Easterly bank of the Portneuf River the following courses and distances:

South 52°39'08" East, 220.26 feet;	67.24 ✓
South 06°26'57" East, 81.31 feet;	24.78 ✓
South 53°25'54" West, 43.93 feet;	13.39 ✓
South 07°47'06" West, 116.53 feet;	35.52 ✓
South 09°57'23" East, 125.86 feet;	38.36 ✓
South 27°18'41" West, 91.25 feet;	27.81 ✓
South 15°33'11" East, 105.19 feet;	32.06 ✓
South 30°13'19" East, 101.69 feet;	31.00 ✓
South 59°46'43" East, 85.46 feet;	26.05 ✓
South 43°27'14" East, 127.69 feet;	38.92 ✓
South 19°06'29" East, 239.70 feet;	73.06 ✓
South 50°34'01" East, 149.29 feet;	45.50 ✓
South 50°34'01" East, 69.80 feet;	16.18 ✓
South 59°55'26" East, 138.22 feet;	42.13 ✓
North 26°01'25" East, 93.79 feet;	28.58 ✓
North 70°58'33" East, 166.59 feet;	50.78 ✓
South 77°53'03" East, 189.94 feet;	57.89 ✓
South 66°47'34" East, 77.67 feet;	23.67 ✓
South 44°18'52" East, 46.57 feet;	14.19 ✓
South 03°46'08" West, 46.50 feet;	14.17 ✓
South 27°07'51" West, 133.15 feet;	40.58 ✓
South 43°38'06" West, 102.58 feet;	31.27 ✓
South 11°49'40" West, 59.13 feet;	18.02 ✓
South 76°51'10" West, 89.13 feet;	27.17 ✓
South 42°20'25" West, 79.01 feet;	24.08 ✓
South 00°09'21" East, 184.34 feet;	56.19 ✓
South 18°57'32" West, 179.39 feet;	54.68 ✓
South 00°08'34" West, 176.87 feet;	53.91 ✓
North 65°54'48" East, 76.40 feet;	23.29 ✓
North 05°20'02" West, 69.90 feet;	21.31 ✓
North 35°06'04" East, 52.89 feet;	16.12 ✓

40.54

1272.95

1443.23

166.23

North 11°47'57" East, 114.28 feet;

34.83 ✓

North 60°36'59" East, 291.80 feet;

88.94 ✓

South 46°39'54" East, 50.36 feet;

15.35 ✓

South 10°43'56" East, 93.44 feet;

28.48 ✓

South 07°38'19" East, 121.59 feet, to a 5/8 inch rear with an aluminum cap marked PLS 843 on the Easterly bank of the Portneuf River; thence North 64°34'42" East a distance of 488.53 feet, to a 5/8 inch rear with an aluminum cap marked PLS 843 on the Southeasterly right-of-way of said Highway 30; thence North 31°17'00" West along the Southeasterly right-of-way of said Highway 30, a distance of 2416.63 feet, to the true point of beginning.

37.06 ✓

148.90

736.57



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

September 29, 1999

SILVIA LOCKYER
PO BOX 371
MC CAMMON ID 83250

RE: CHANGE IN OWNERSHIP FOR A29-00195F

Dear Ms. Lockyer:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A29-00195G, 1.02 cfs on 53.2 acres, Ure
A29-00195H, 0.58 cfs on 29 acres, Lockyer

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Crabtree
Technical Records Specialist

Enclosure

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

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) A29-00195N

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) Harold + Elizabeth Lou URE Family Trust
P.O. Box 156 McCammon ID 83250

4. New Owner/Claimant(s)

Silvia J. M. Lockyer

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address

P.O. Box 371

City, State and ZIP Code

McCammon ID 83250

New Telephone Number

(208) 254-3240

5. Date you acquired the property _____

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)

Silvia J. M. Lockyer

Date 9-27-99

Date _____

(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.



A Pioneer Company
PIONEER TITLE COMPANY
 OF BANNOCK COUNTY

135 N. Arthur Avenue / P.O. Box 1057 / Pocatello, Idaho 83204
 (208) 233-9595

3-1

98016090

98016090

NO
 RECORDED AT REQUEST OF
 Wendell Marley
 '98 AUG 17 PM 4 04

OFFICIAL RECORD BOOK NO 718
 BANNOCK COUNTY IDAHO
 LARRY L. HANSEN RECORDER
 FEE 12- DEPUTY M

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED J. WENDELL MARLEY AND S. WAYNE MARLEY, EACH MARRIED MEN
 DEALING WITH THEIR SOLE AND SEPERATE PROPERTY

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

SILVIA J. N. LOCKYER, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPERATE PROPERTY

GRANTEE(S), whose current address is: 1585 HARKNESS CANYON ROAD; P.O. BOX 371; MCCAMMON, IDAHO 83250
 the following described real property in BANNOCK County, State of Idaho,
 more particularly described as follows, to wit:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

J. Wendell Marley
 J. WENDELL MARLEY

S. Wayne Marley
 S. WAYNE MARLEY

STATE OF Idaho, County of Bannock, ss.

On this 17 day of August, in the year of 1998, before me
marley, a Notary Public, personally appeared Wayne & Wendell

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

NOTARY SEAL

Notary Public: Belva Hansen
 Residing at: mccammon
 My Commission Expires: 10-26-01

3-2

98016090

Exhibit A

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South 52°39'08" East, 220.26 feet;
 South 06°26'57" East, 81.31 feet;
 South 53°25'54" West, 43.93 feet;
 South 07°47'06" West, 116.53 feet;
 South 09°57'23" East, 125.86 feet;
 South 27°18'41" West, 91.25 feet;
 South 15°33'11" East, 105.19 feet;
 South 30°13'19" East, 101.69 feet;
 South 59°46'43" East, 85.46 feet;
 South 43°27'14" East, 127.69 feet;
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 North 70°58'33" East, 166.59 feet;
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 South 03°46'08" West, 46.50 feet;
 South 27°07'51" West, 133.15 feet;
 South 43°38'06" West, 102.58 feet;
 South 11°49'40" West, 59.13 feet;
 South 76°51'10" West, 89.13 feet;
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 South 00°09'21" East, 184.34 feet;
 South 18°57'32" West, 179.39 feet;
 South 00°08'34" West, 176.87 feet;
 North 65°54'48" East, 76.40 feet;
 North 05°20'02" West, 69.90 feet;
 North 35°06'04" East, 52.89 feet;

North 11°47'57" East, 114.28 feet;
North 60°36'59" East, 291.80 feet;
South 46°39'54" East, 50.36 feet; *JWM S.W.M*
South 10°43'56" East, 93.44 feet; *8*
South 07°38'19" East, 121.59 feet, to a 5/8 inch rear with an
aluminum cap marked PLS 843 *84* of the Easterly bank of the Portneuf
River; thence North 64°34'42" East a distance of 488.53 feet, to a
5/8 inch rear with an aluminum cap marked PLS 843 on the
Southeasterly right-of-way of said Highway 30; thence North
31°17'00" West along the Southeasterly right-of-way of said Highway
30, a distance of 2416.63 feet, to the true point of beginning.

TOGETHER WITH ANY WATER RIGHTS ALLOTTED TO SAID PROPERTY BY THE DEPARTMENT
OF WATER RESOURCES

MAY 18 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: **A29-00195H**
Date Received: 1/23/1996
Receipt No: X777777
Received By: Emc.

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

A2900195H



1. Name: SILVIA J M LOCKYER 208-254-3240
Address: PO BOX 371
MC CAMMON ID 83250

2. Date of Priority: JUN 17, 1902

3. Source: HARKNESS CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	36E	1	SE	NE	SE		BANNOCK

5. Description of diverting works:
DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.580		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	36E	12	SE	NE	2	IRR	11.0
			SW/SE	NE	2	IRR	4.0
			NE	SE	3	IRR	14.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	29.0
					Total Acres	29.0

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:

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

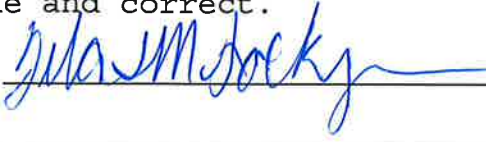
16. Signature(s)

(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: 9-27-99

Date: _____

State of Idaho)
County of Bonneville) SS.

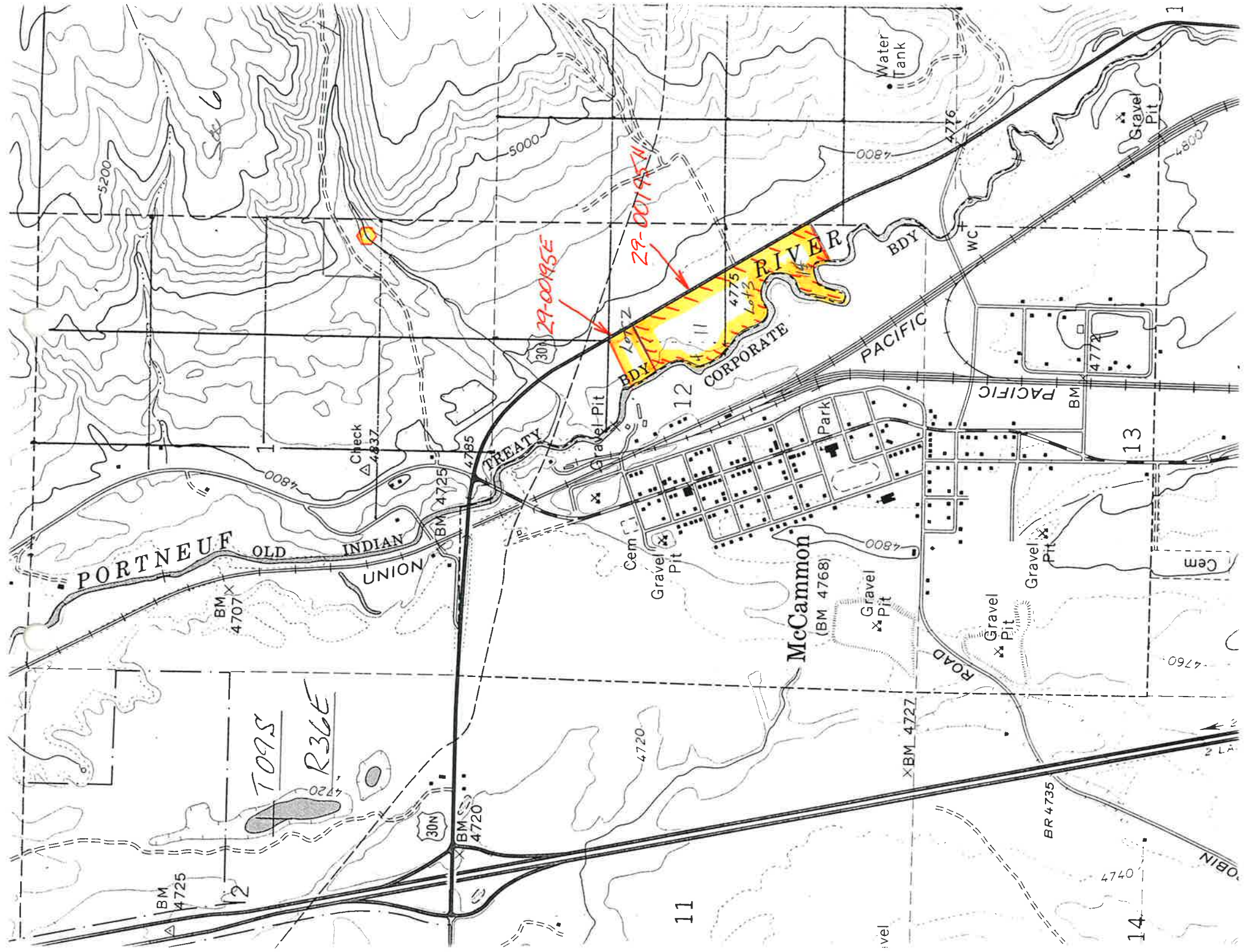
Subscribed and sworn (or affirmed) before me this 27 day
of September 19 99

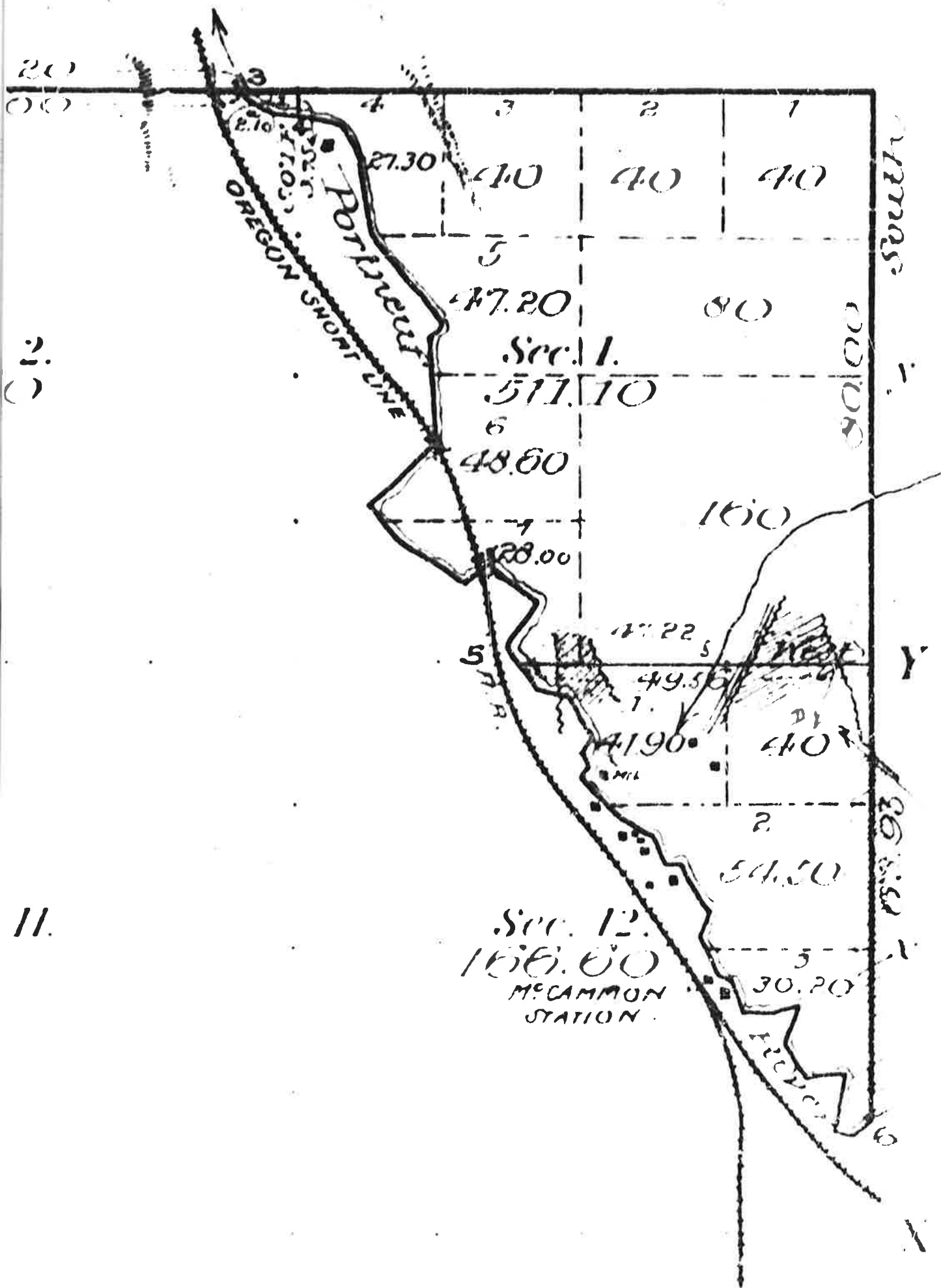
Ernest Carlson
Notary Public



Residing at Blake Falls.

My Commission Expires 6-14-2000





DELOG DE 7/20/99
DELOG BC
Btc 1/7/99 10/2/99

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

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

Incomplete forms will be returned.

File w/ 00195H

1. Water Right Number(s) _____
Adjudication Claim Number(s) A29-04009(B) / A29-00195
- .698 cfs for 37 acres -
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) Heirs of John C. Marley

4. New Owner/Claimant(s) Silvia J. M. Lockyer
Name connector (Check one): [] AND, [] OR, [] AND/OR
New Mailing Address Po Box 371

City, State and ZIP Code McCannon ID 83250
New Telephone Number (208) 254-3240

5. Date you acquired the property 8-17-98

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 37 Number and type of stock _____

Diversion rate in CFS .698 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) Silvia J. M. Lockyer Date 7-28-99
Date _____

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