

03/20/2002

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

RIGHT NUMBER: 29-258

NAME AND ADDRESS: QUINN CREEK RANCH LTD LIABILITY
PARTNERSHIP
PO BOX 4519
POCATELLO ID 83205

SOURCE: QUINN CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 3.00 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 3.04 CFS. COMBINED RIGHT NOS.: 29-00258,
29-00259B, 29-02060.

PRIORITY DATE: 06/25/1902

POINT OF DIVERSION:

T08S R36E S25 NENESE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	3.000 CFS
DOMESTIC	01/01 12/31	0.040 CFS
STOCKWATER	01/01 12/31	0.040 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T08S R36E S25	NESW	6.0	T08S R36E S25	NWSW	31.0
T08S R36E S25	SWSW	31.0	T08S R36E S25	SESW	26.0
T08S R36E S25	NWSE	18.0	T08S R36E S25	SWSE	8.0
T08S R36E S26	NESE	32.0			

DOMESTIC same as IRRIGATION
STOCKWATER same as IRRIGATION

152 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 152 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 29-00258, 29-00259B, 29-02060.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 150 ACRES WITHIN THE PLACE OF
USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

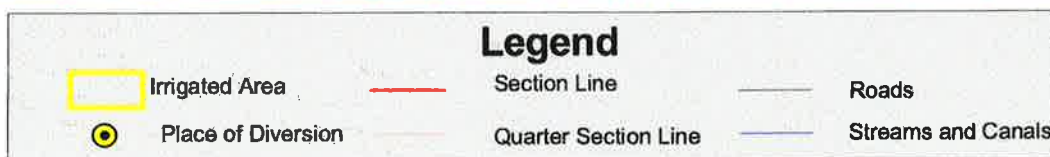
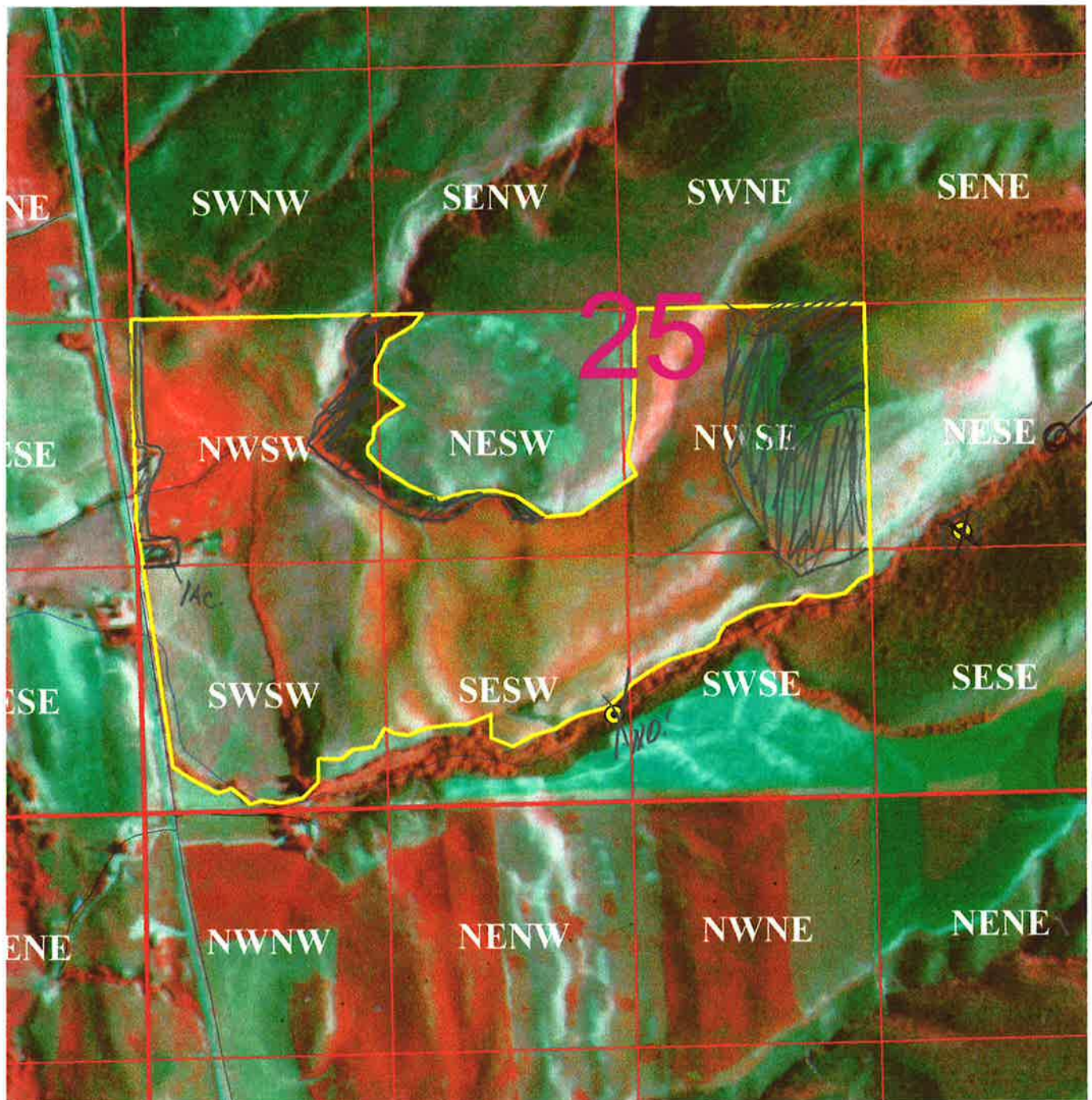
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

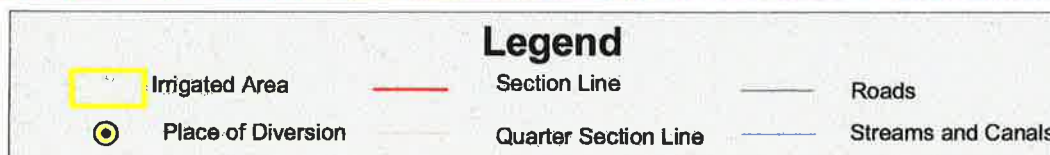
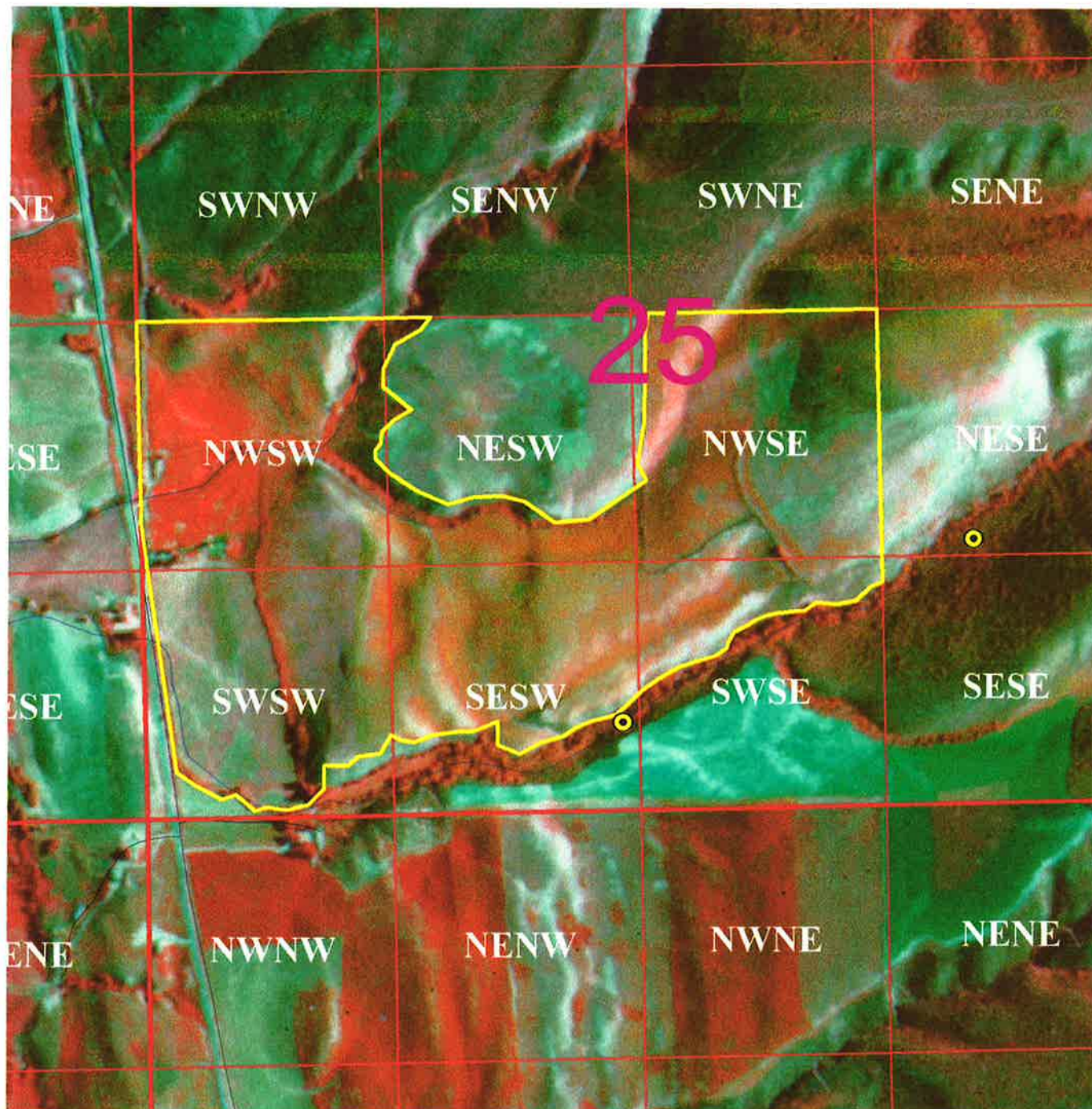
EXPLANATORY MATERIAL: Decreed

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.
THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-00258, 29-00259B, 29-02060.

Township , 8S36E



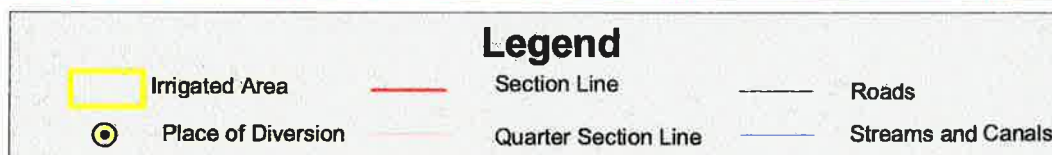
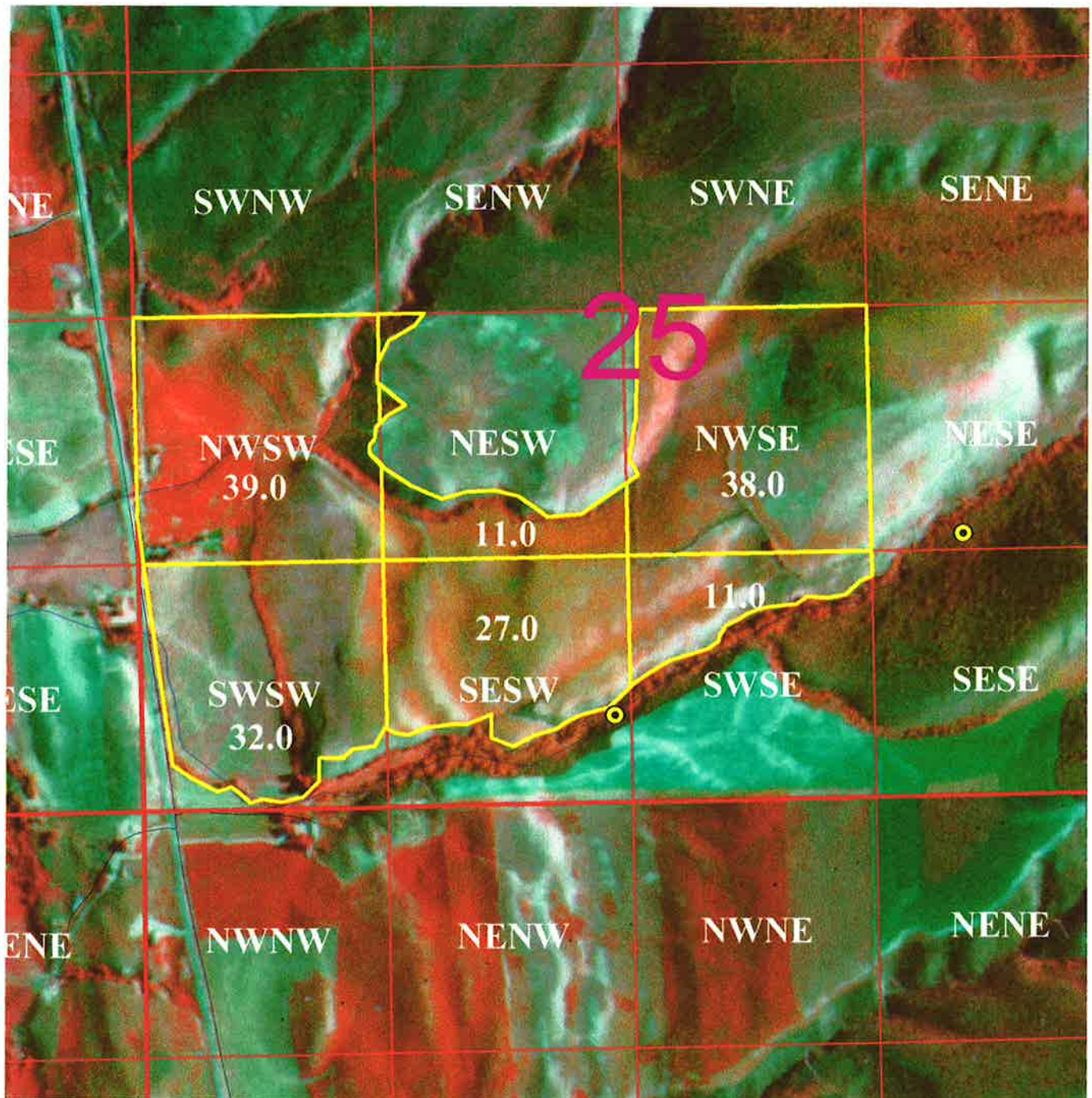
Township , 8S36E



600 0 600 1200 Feet



Township , 8S36E



RECEIVED

FEB 27 2003

02/18/2003

Allen

Department of Water Resources
Enrichment

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: 29-258

QUINN CREEK RANCH LLP

PO BOX 4519

POCATELLO ID 83205

Telephone Number: (208)232-1746

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: 2/24/03

SIGNATURE:

Wayne A. Taylor
WAYNE A. TAYLOR

Please print your name:

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

PROFILED

SCANNED

JUL 13 2005



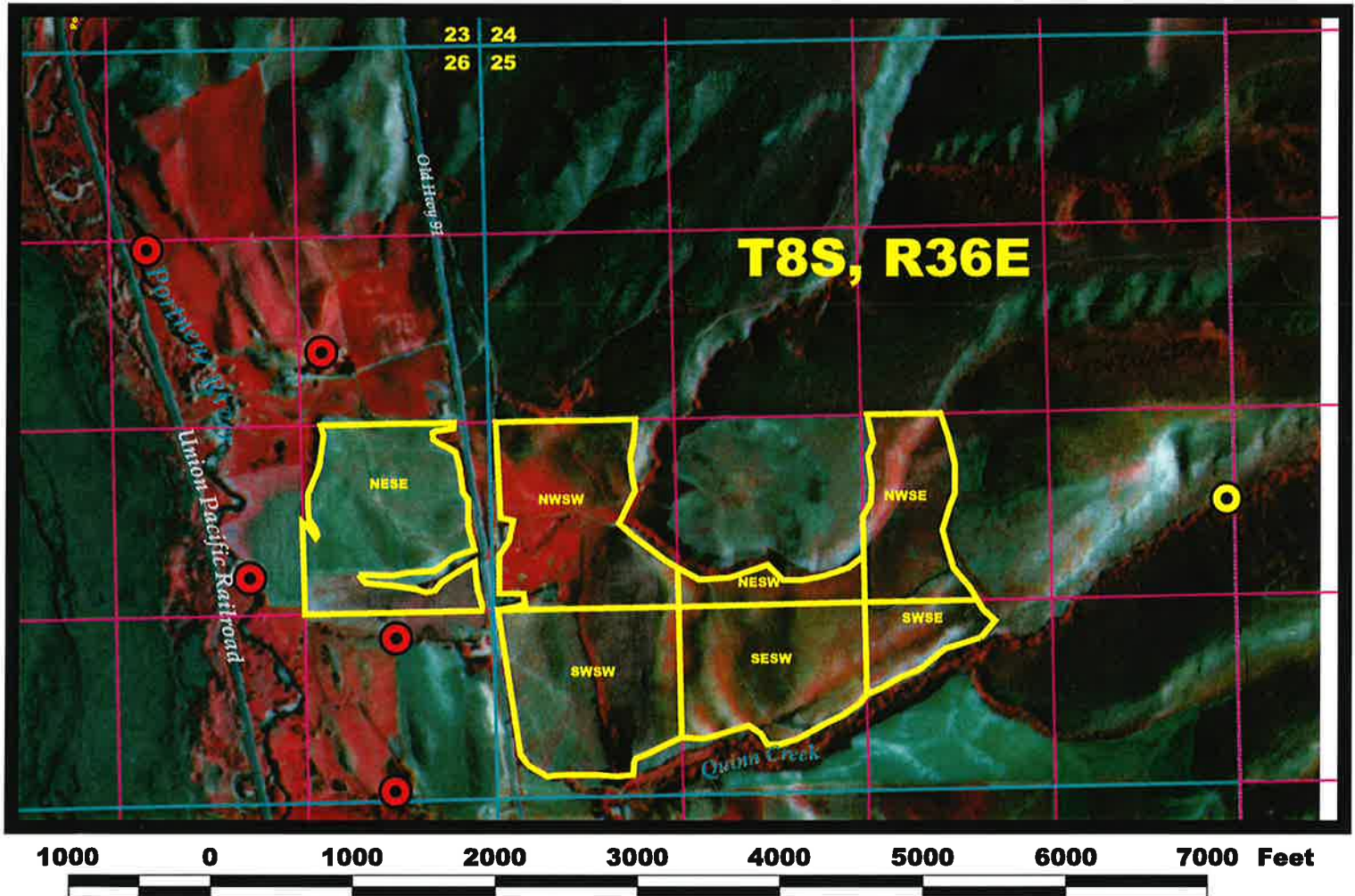
STATE OF IDAHO

Department of Water Resources

Eastern Region



**WATER RIGHT(S): 29-00258,
29-00259B, 29-02060**



LEGEND

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

**Place of Use: T9S, R38E
(parts of) Secs. 25 SW, W2SE
Sec. 26 NESE**

**Point(s) of Diversion: T9S, R38E
Sec. 25 NENESE**



PROFILED

**SCANNED
JUL 13 2005**

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

Quinn Creek Ranch Water Rights:

29-02060, 29-258, 29-259B.

I. ALL Rts ARE CLAIMED AND USED FROM SAME POD, OTHER DEERWOOD POD WAS ABANDONED WHEN GRAVITY PIPELINE WAS INSTALLED ABOUT 1985: CP3. AND, ALL Rts SERVE THE SAME PODS: CP5. POD GPS'S & TAGGED, #A001249B.

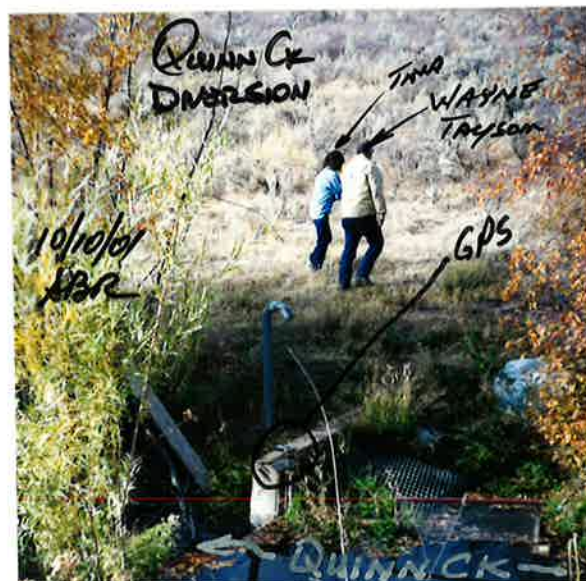
II. GPS SHOWS TOTAL OF 146 AC. CLAIMS TOTAL OF 163[±] AC. SOME OVERLAP OF 29-2060 AND 29-258 @ W²SO SEC. 25 T.8S R36E.

X III. THERE HAVE BEEN A couple HABITAT STRIPS put IN BY Mr. TAYSON, POST 1987. THOSE WILL REQUIRE A TX TO ADD (CORRECT) POD OF ALL ALL Rts.

IV. Appropriate POD Limiting Remarks and Permitting Remarks

PROFILED

SCANNED
JUL 13 2005



23 24
26 25

T8S, R36E

NESE

NWSW

NWSE

NESW

SWSE

SWSW

SESW

Old Hwy 91

Portney River

Union Pacific Railroad

Quinn Creek

23 24
26 25

T8S, R36E

NESE
32

NWSW
31

NWSE
18

NESW
6

SWSE
8

SWSW
31

SESW
26

Old Hwy 91

Portney River
Union Pacific Railroad

Quinn Creek

~~378.00 AFA~~

DocuB Passes
2/60² @
SW4

PPM ALL Rts 1985

29-258

259B

2060

Li-mits:

$Q = 2.92$

$A_{\infty} = 146$

original copy ✓

PROFIT

QUINN CREEK DECREE

29-B

SCANNED
JUL 13 2005

PROFILED

SCANNED
JUL 13 2005

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

QUINN CREEK

James P. Barron, and A. Cooper,
Plaintiffs,

vs.

Milton Quinn, Sarah J. Quinn,
and Peter Scrog, Defendants

DECREE

This cause having come on regularly for trial on the 28th day of December, 1905, before the court, a jury having been expressly waived by the respective parties, Messrs. Standrod & Terrell appeared on behalf of the plaintiff, and Messrs. Gray & Boyd, appeared on behalf of the defendant, Milton Quinn and Sarah J. Quinn, no one appearing on behalf of the defendant Peter Scrog;

And it appearing to the court that the defendant Peter Scrog was duly and regularly served with process, and having failed to appear, answer or demur within the time therefor provided by law, and that the time for appearance having elapsed, now on motion of the attorneys for plaintiffs, the default of the said defendant Peter Scrog, was duly and regularly entered according to law;

And the said parties so appearing, having filed in said cause a stipulation agreeing to certain facts, concerning their respective rights, and having further agreed and stipulated in open court, certain other facts, from which their respective rights are fully determined, and from which it is agreed that the defendant, Sarah J. Quinn has no claim or interest in or

to the water rights and matters at issue in said cause;

And the said respective parties, having in open court expressly waived findings of fact and conclusions of law, and the Court being now fully advised in the law and the premises;

It is ordered adjudged and decreed, that the defendant, Milton Quinn, do have the right to use, at all times, of the waters of Quinn Creek, Two Mile Creek, a tributary of the Portneuf River, in Bannock County, Idaho, eight tenths (8-10) of one cubic foot per second of time of the flow of said stream, his right to the use thereof to date from the 15th day of April, A. D. 1897, and shall be used for the irrigation of, and for domestic and stock purposes on the following described lands, to-wit: The east half of the southeast quarter of section twenty-six in township eight, south of range thirty six, east of Boise Meridian, Bannock County, State of Idaho.

That the plaintiff, James P. Barron, do have the right to use at all times, of the waters of said Quinn or Two Mile Creek, three cubic feet per second of time of the flow of said stream, his right to the use thereof, to date from the 25th day of June, A. D. 1902, and shall be used for the irrigation of and for domestic and stock purposes on the following described lands, to-wit: The southwest quarter of section twenty five in township eight, south of range thirty six east of Boise meridian, in said Bannock County, State of Idaho;

That the defendant A. Cooper, do have of the waste, surplus, flood and high waters of said Quinn or Two Mile Creek, the right to the use at all times, one cubic foot per second of time, of the flow of said stream, his right to the use thereof to date from the 30th day of June, A. D. 1902, and shall be used for the irrigation of, and for domestic purposes on the following described lands, to-wit: Southwest quarter of the southeast quarter of section twenty-three, and the west half of the northeast quarter, and the northwest quarter of the southwest quarter of section twenty-six in township eight, south of range thirty-six east of Boise Meridian in said county and state.

It is further ordered, adjudged and decreed that the water as above adjudged to the said Milton Quinn and James P. Barron, when it shall be used through their joint ditch, known as the Quinn ditch, which has its head upon the lands of the said James P. Barron, and used jointly, shall be measured at a point about equal distance from the head of said ditch and the point where said ditch crosses the line dividing the lands of the said Barron and Quinn, and when said water shall be used non-jointly or independently by said parties, it shall be measured at the headgate of said ditch; and when said water so decreed to the parties aforesaid, shall be used through their individual and independent ditches, the same shall be measured as their respec-

tive points of diversion upon said stream.

It is further ordered, adjudged and decreed, that each of the parties to this action, their and each of their servants, agents, employees, or others acting in aid or assistance of them or any of them, be and they are hereby forever enjoined and restrained from in anywise using the waters herein decreed or molesting or interfering with such use, or the works provided for the diversion and carrying of said waters except as herein provided.

And it is further ordered, adjudged and decreed that each of the parties hereto, pay the costs incurred by him in this action.

Done in open court this the 28th day of December, 1905.

STATE OF IDAHO,
COUNTY OF BANNOCK.

ss.

I, E. G. Gallet, Clerk of the District Court, Ex-Officio Auditor and Recorder of Bannock County, Idaho, do hereby certify that the within and foregoing is a full, true and correct copy of the original Judgment as shown by the records of my office.

Witness my hand and official seal this 19th day of January, 1906.

E. G. Gallet,
Clerk District Court, Ex-Officio Auditor and Recorder.

29-257 - NO SRBA CLAIM - why?

29-258 - Quinn CK LLP

29-259 - SPLIT TO A & B

A - GENE JANSON

B - Quinn CK LLP

29-02060 - Quinn CK LLP

LICENSED POST QUINN CK DEC 15 -

Priority 1907 CR

SCANNED

JUN 06 2001

Log for claim A29-00258

Spatial Dynamics AMH

8/9/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
08s36e	25	NESW	13	11	
08s36e	25	NWSW	22	39	
08s36e	25	SWSW	24	32	
08s36e	25	SESW	33	27	
08s36e	25	NWSE	23	38	Indiscernible
08s36e	25	SWSE	11	11	
Totals:			126	158	

PPU 258/259A/2060



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

April 6, 1998

QUINN CREEK RANCH LTD LIABILITY PARTNERSHIP
PO BOX 4519
POCATELLO ID 83205

RE: CHANGE IN OWNERSHIP FOR A29-00258, A29-02060

Dear Sirs:

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,

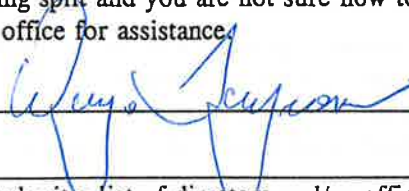
Jennifer Hoagland
Technical Records Specialist

Enclosure: Notice(s) of Claim

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 No(s).: ~~A29-10512~~/A29-10513/A29-00258/A29-00259/A29-00260 02060
- Adjudication Claim No(s).: _____
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 attached to your deed or on file with the county.)
OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Herman D. and Nola Larsen
4754 S. Old Highway 91, McCammon, ID 83250
4. New Owner/Claimant(s) Quinn Creek Ranch Limited Liability Partnership
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P. O. Box 4519
City, State and ZIP Code Pocatello, ID 83205
New Telephone Number (208) 232-1746
5. Date you acquired the property April 6, 1997
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. See attached explanation and attached Agreement.
- Number of acres you irrigate _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
- 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 or Claimant(s) 
- (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

DELOG-DC
3/5/98

LAW OFFICES
JONES, CHARTERED

415 SOUTH ARTHUR
P.O. BOX 967
POCATELLO, IDAHO 83204-0967

LAMONT JONES
JACK H. ROBISON
THOMAS J. HOLMES
JESSE C. ROBISON
BRETT P. ALLISON

TELEPHONE: (208) 232-5911
FAX: (208) 232-5962
E-MAIL: joneslaw@poky.srv.net

March 2, 1998

Idaho Department of Water Resources
Eastern Region
900 Skyline Drive
Idaho Falls, ID 83402-1718

RE: *Water Right Nos.*: A29-~~10512~~/A29-10513/A29-00258/A29-00259/A29-00260 ⁰²⁰⁶⁰

Gentlemen:

Enclosed please find a Notice of Change of Water Right Ownership. If you have any questions on this, please do not hesitate to contact me as I have the file on this matter.

Sincerely,

Thomas J. Holmes/dsc

Thomas J. Holmes

TJH/dsc
quinn02.251

Enclosure

RECEIVED

MAR 05 1998

Department of Water Resources
Eastern Region

Explanation

All water rights are transferred to Quinn Creek Ranch Limited Partnership in paragraph 2 except as set forth in paragraph 3A and paragraph 3B.

49212 SW

WARRANTY DEED

97006107

15-1

For Value Received, Herman D. Larsen, acting through his attorney-in-fact, H. Gene Larsen, and Nola Larsen, husband and wife, the Grantors, hereby grant, bargain, sell, and convey unto Quinn Creek Ranch Limited Liability Partnership, the Grantee, whose current address is PO Box 4819, Pocatello, Idaho, 83205, subject to the Reservations of certain water rights and a Life Estate described in the attached addendum, the following described Real Property.

S1/2 Section 25 T8S R36E and NE1/4 SE1/4 Section 26 T8S R36E.
A total of approximately 360 acres, all lying in Bannock County, Idaho.

Together with those water rights incident thereto and described in Exhibits A and B1-B5. This grant is subject to the Reservations described in the addendum, and those encumbrances which can be discovered by an inspection or survey of the real property, government regulations and restrictions, the easement conveyed on or about even date herewith to H. Gene Larsen and any encumbrances caused by the Lishes, who own real property along the southeasterly side of the Real Property.

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

Nola Larsen
Nola Larsen
NOLA LARSEN
Date: 4/16/97

AKA Herman D. Larsen by H. Gene Larsen attorney in fact
Herman D. Larsen by H. Gene Larsen attorney in fact
HERMAN D. LARSEN, through his attorney-in-fact, H. GENE LARSEN Date: 4/16/97

The Power of Attorney being recorded in Bannock County, Idaho as instrument No. 93005147.

STATE OF IDAHO, COUNTY OF BANNOCK

On this 16th day of APRIL, 19 97,
before me, a notary public in and for said State, personally appeared NOLA LARSON ALSO KNOWN AS NOLA LARSEN

ry public in and for said State, personally appeared
ose names subscribed to the within instrument, and

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

Stephanie Wright
Notary Public
Idaho

Residing at POCATELLO
Comm. Expires 4-25-2000



STATE OF IDAHO, COUNTY OF BANNOCK

On this 16th day of APRIL, 19 97
before me, the undersigned personally appeared
H. Gene Larsen

notary public in and for said State, personally appeared
a whose names subscribed to the within instrument, and

known to me to be the same person whose name is subscribed
to the within instrument as the attorney-in-fact of HERMAN D.
LARSON ALSO KNOWN AS HERMAN D. LARSEN
and who acknowledged to me that he subscribed the name of the
said thereto as principal, and his own name as attorney-in-fact

Stephanie Wright
Notary Public
Idaho
Residing at POCATELLO
Comm. Expires 4-25-2000



NO 97006107

RECORDED AT REQUEST OF
PIONEER TITLE

97 APR 17 PM 4 02

BOOK NO. 600
BANNOCK COUNTY IDAHO
LARRY W. CHAN RECORDER
FEE 5.00 DEPUTY SW

15-2

97006107

excepting therefrom the following: Beginning at the Southwest corner of said Section 25, and running thence East 174 feet; thence North 934.8 feet; thence West 174 feet; thence South 934.8 feet to the point of beginning.

15-3

97006107

EXCEPTING THEREFROM: A triangular strip of land, being that portion of the E1/2 SE1/4 of Section 26, Township 8 South, Range 36 East, Boise Meridian, lying East of a line 50 feet Westerly from and parallel to the center line of the Old Oregon Trail (U.S. 30 N.) Highway Survey, known as W.P.H. 111-B, on file in the office of the Department of Public Works of the State of Idaho, more particularly described as follows:

Beginning at the 1/4 section corner common to Sections 25 and 26, Township 8 South, Range 36 East, Boise Meridian; thence West approximately 281.0 feet; thence South $8^{\circ}10'$ East approximately 1525 feet; thence North $81^{\circ}50'$ East for 10; thence South $8^{\circ}10'$ East for 180 feet;

thence South $81^{\circ}50'$ West for 10 feet; thence South $8^{\circ}10'$ East for approximately 295 feet to an intersection with the East line of Section 26, Township 8 South, Range 36 East, Boise Meridian; thence North to the point of beginning.

4/17, 19 97

QUITCLAIM DEED

97006108

For Value Received, Herman D. Larsen, acting through his attorney-in-fact, H. Gene Larsen and Nola Larsen, husband and wife, herein the Grantors, do hereby convey to H. Gene Larsen and Tyra Larsen, husband and wife, herein the Grantees, whose current address is PO Box 158, McCammon, Idaho, 83250, the following described Real Property:

SE 1/4 SE 1/4 Section 26, Township 8 South, Range 36 EBM Bannock County, Idaho.

Together with an easement which is 10 feet either side of the midpoint of an existing pipeline, which transports water to the Real Property, from a spring lying on the southeasterly boundary of Servient estate, which is described as:

S1/2 Section 25 T8S R36E and NE1/4 SE1/4 Section 26 T8S R36E. in Bannock County, Idaho.

The easement is for the purpose of repairing, maintaining or replacing the pipeline, which conveys water for domestic and domestic stock purposes as described in water permit No. A29-10512, a copy of which is attached hereto. If the Grantees abandon the water right or easement, then the rights and the easement shall become the property of the owner of the Servient estate. They shall be deemed abandon if the Grantees cease using them and finds an alternate source of water, e.g. a well, or otherwise acts in a manner inconsistent with their continued use.

There is also conveyed one-tenth of all the permitted and adjudicated water rights for the Servient estate. That is one-tenth of those rights described in Exhibits B1 through B5, attached hereto and incorporated herein (there is no Exhibit A).

The conveyance includes all rights appurtenant thereto and is subject to all encumbrances of any type or nature.

Nola Larsen
NOLA LARSEN

Date: 4/16/97

Herman D. Larsen by H. Gene Larsen
HERMAN D. LARSEN, through his attorney-in- Attorney in
fact, H. GENE LARSEN Date: 4/16/97 fact

The Power of Attorney being recorded in Bannock County, Idaho as Instrument No. 95005147.

STATE OF IDAHO, COUNTY OF BANNOCK

On this 16th day of APRIL, 19 97,
before me, a notary public in and for said State, personally
appeared NOLA LARSEN

public in and for said State, personally
those names subscribed to the within

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

Stephanie Wright
Notary Public
Residing at POCATELLO
Comm. Expires 4-25-2000
, Idaho



STATE OF IDAHO, COUNTY OF BANNOCK

On this 16th day of APRIL, 19 97
before me, the undersigned personally appeared

H. GENE LARSEN

known to me to be the same person whose name is subscribed
to the within instrument as the attorney-in-fact of

HERMAN D. LARSEN

and who acknowledged to me that he subscribed the name of the
said thereto as principal, and his own name as attorney-in-fact.

Stephanie Wright
Residing at POCATELLO, IDAHO NOTARY PUBLIC



AGREEMENT

The Parties to this Agreement are Herman D., (acting through his attorney-in-fact, H. Gene Larsen), and Nola Larsen, husband and wife, herein jointly referred to as "Larsen" and Quinn Creek Ranch Limited Liability Partnership herein referred to as the "Buyer."

1. REAL PROPERTY: On the terms and conditions contained herein, including without limitation Larsen's retention of a Life Estate, Larsen will sell, and Buyer will buy, what is herein referred to as the "Real Property" and is described as:

S1/2 Section 25 T8S R36E and NE1/4 SE1/4 Section 26 T8S R36E. A total of approximately 360 acres, all lying in Bannock County, Idaho.

2. INCIDENCES: Except for the Life Estate and water rights hereafter described as being reserved, the grant of the Real property shall include all incidences thereto including, without limitation, adjudicated and permitted water rights that appertain to the land and those involved in the "Agreement" between Larsen and Lish recorded in Bannock County, Idaho as instrument number 589667. Copies of the Agreement and permits are attached as Exhibit A and Exhibit B1 through B5.

A. Larsen represents that there is no Agreement, and to the best of his knowledge, no claims which effect the water rights conveyed hereunder other then Exhibit A.

3. RESERVED RIGHTS: Larsen reserves, and has or will convey to H. Gene Larsen the following rights:

A. The rights shown by the permit marked by attached Exhibit B^{PRN} having in its top left hand corner "No. A29-10512." These rights have been implemented by the use of water which arises in a spring on the Southern boundary of the Real Property and is conveyed to the Real Property of H. Gene Larsen through an existing pipeline. For that pipeline there is reserved an easement located ten feet either side of the mid-point of the pipeline for the purpose of repairing, maintaining or replacing it.

1) The water shall be for domestic and stock purposes as described in the Exhibit B.

2) If H. Gene Larsen abandons the water rights and easement then they shall become the property of the Buyer. They shall be deemed abandoned if he finds an alternate source of water, e.g. a well, or otherwise acts in a manner inconsistent with their continued use.

B. There is reserved 3/30ths (1/10) of all the permitted and adjudicated water rights described in Exhibit B1 through B5 for the months when the water is needed to grow crops or water livestock.

1) The parties will cooperate to file the papers necessary for the retention of this water right and its transfer to H. Gene Larsen.

2) The Buyer consents to H. Gene Larsen, upon receiving these water rights, exercising the water rights by taking all the water from Quinn Creek on the 1st, 11th, and 21st day of each irrigation month from 12:01am to 11:59pm. The water to be applied to the Real Property described as: SE 1/4 SE 1/4 Section 26, Township 8 South, Range 36 EBM

Bannock County Idaho.

4. LIFE ESTATE: Larsen's reserve a Life Estate in their personal residence including the fences on the North and South sides of the residence and that land lying 100 feet to the east and 100 feet to the west of the residence together with the existing driveway from Highway 30 to the residence.

A. The Life Estate will continue until both Mr. and Mrs. Larsen are both deceased, or they both fail to reside there for nine consecutive months.

1) When Mr. and Mrs. Larsen are deceased, the Buyer may file with the Clerk of Bannock County an Affidavit verifying their death with copies of the decedents' death certificates attached. At that time, the Life Estate will automatically terminate with no further proceedings.

2) If the Life Estate is to terminate for non-occupancy, the Buyer will first give the surviving holders of the Life Estate sixty days notice of the intent to terminate the Life Estate. Unless the survivor takes some action to prevent the termination, the Buyer may file an Affidavit stating that the life estate is terminated pursuant to the terms of this Agreement. The action that can be taken include, without limitation, with Larsen, or the survivor thereof, filing an Affidavit with Bannock County, Idaho objecting to the termination.

a. When the Buyer files an Affidavit, the Life Estate will be terminated as to all bonified purchaser. A "bonified purchaser" being one without actual knowledge of any claim, or unable to obtain knowledge of the non-termination from the Bannock County Recorder's office. The Affidavit will not be conclusive as to any claims that there might be between the parties. Any such claims, however, must be brought within one year from the date of the filing of the Affidavit by the Buyer or the Life Estate will be conclusively deemed terminated as to the Buyer and all third parties.

B. The Buyer shall not do anything to interfere with, or prevent Larsens' quiet enjoyment of the Life Estate.

C. Larsen shall not commit any acts of waste. Larsen shall maintain the Life Estate property in a reasonable manner, and upon the termination thereof, the remainder shall pass to the Buyer subject to ordinary wear and tear.

D. Buyer may insure the residence with a standard home owners policy naming the Buyer as the insured. All proceeds shall be the property of the Buyer.

E. Larsen may maintain a policy of casualty insurance on the residence. If there is damage or destruction, any repair shall be at the expense of Larsen and upon repair, the Life Estate will continue. If not made, it shall terminate.

F. Larsen shall be responsible for procuring insurance on his personal property in the residence.

5. ENCUMBRANCES: Except as provided for in the following Subparagraph A, title to the Real Property shall be conveyed by Warranty Deed, free of all defects.

A. The Buyer shall take the Real Property subject to the "Encumbrances" described as those which can be discovered by an inspection or survey of the Real Property, government

regulations and restrictions, and the easement, held by Gene Larsen, which is described in Paragraph 3A hereto, together with any encumbrance caused by the claims of the Lishes, who own real property along the Southeasterly side of the Real Property.

6. INSPECTION: Except as provided in sub-paragraph B, the Buyer acknowledges that it has Inspected the Real Property, the Personal Property, and Fixtures; has determined the apparent boundaries of the Real Property, and the condition of the Real Property, Personal Property, and Fixtures; and is willing to accept the same "AS IS."

A. In determining the boundaries and the condition of the Real Property, Personal Property, and Fixtures, the Buyer has not relied upon any statements made by Larsen, or any representative of Larsen, and the Buyer acknowledges that any statements made by Larsen, or Larsen's representative, are only statements of opinion and not intended for the Buyer to rely upon.

B. Larsen has represented there is no condition, upon the Real Property, which violates any federal, state or local law, regulation or ordinance, herein "Laws." The Laws include, without limitation those Laws which are to protect the environment (land, air, and water) by controlling the use, storage, generation or disposal of any substance, material or waste. Should this representation be either knowingly or unknowingly incorrect, the Buyer, in addition to any other remedies may rescind this Agreement and recover from Larsen all monies paid and damages incurred.

7. DISCLOSURE: Larsen has made the disclosures regarding lead, and the condition of the home as set out in Exhibits C and D attached hereto and incorporated herein.

A. The Buyer has until midnight of the 10th calendar day after the last person signs this Agreement to look for the presence of lead-based paint or lead-based paint hazards on the Real Property. This is known as a "Risk Assessment" or "Inspection." If any are found, the Buyer may terminate this Agreement within those 10 days. If terminated, the Buyer will have no further obligation hereunder.

B. If the Buyer finds any lead-based paint or lead-based paint hazards, he does not have to terminate this Agreement. The Buyer may, within 10 days, deliver to Larsen a Notice containing a specific description of the deficiencies found and corrections needed along with a copy of the inspection or risk assessment report relied upon by the Buyer.

C. Larsen shall have 10 days from the service of the Notice to give a Notice to the Buyer that Larsen will make the corrections prior to Closing.

1) If Larsen makes this election, then before the Closing Larsen shall furnish to the Buyer certification from a risk assessor or inspector that the deficiencies have been corrected.

D. If Larsen does not elect to correct the deficiencies, or if Larsen makes a counteroffer to the Buyer's Notice, the Buyer shall have two days, after the 10 days, to respond to the counteroffer or withdraw the Notice that contains the listing of deficiencies and corrections. Which will mean the Buyer will take the property in "AS IS" condition.

E. At any time prior to either Larsen or Buyer having the right to terminate the Agreement, or ask Larsen to correct any deficiencies. When this right is given up, the contract will be

enforceable by both the Buyer and Larsen, as sold "AS IS."

F. The Buyer should be aware that intact lead-based paint, which is in good condition is not necessarily a hazard. For full information on all lead hazards and risks, the Buyer should review the EPA pamphlet, which the Buyer acknowledges receiving, entitled "*Protect Your Family From Lead in Your Home*."

G. If the Buyer and Larsen enter into a modification of this Agreement for the correction of deficiencies, that modification must include what effect, if any, it will have on Closing.

8. PURCHASE PRICE: The total Purchase Price for the Real Property shall be the sum of \$250,000. Larsen acknowledges having received \$10,000, and the remaining balance of \$240,000 is payable in full upon Closing.

A. It is agreed that the purchase price will be allocated \$100,000 to the improvements and \$150,000 to the land.

9. TAXES: Except as provided in sub-paragraph B, Larsen shall be responsible for all Taxes (which include any assessments) on the Real Property and Personal Property, up to the Date of Closing. Taxes for 1997 shall be prorated between Buyer and Larsen. The amount of the Larsen's share of the 1997 Taxes shall be equal to the amount of the immediately preceding year's Real Property Taxes, divided by 365, and times the number of days in 1997 up to, but not including, the Date of Closing.

A. The amount of Taxes Larsen is responsible for shall be deducted from the Purchase Price and be paid by Buyer.

B. During the Life Estate, Buyer will pay property Taxes attributable to all the Real Property including the Life Estate. By January 30th of each year, starting in 1998, Larsen will reimburse the Buyer the fixed sum of \$300 per year for Larsen's share of the property taxes.

10. FIXTURES & PERSONAL PROPERTY: The title to the Fixtures and Personal Property shall be deemed transferred at the time title to the Real Property is transferred.

A. Except as specifically excluded, all Fixtures which are on the Real Property at the time this Agreement is executed shall remain. These include, without limitation, barns, outbuildings, permanently installed irrigation equipment, and fence lines.

1) There is excluded a "log homestead" which the parties have identified. Larsen, or H. Gene Larsen, may remove the same by July 1, 1997.

2) It is understood that the fixtures located in the residence shall be used as part of the Life Estate.

B. The Personal Property which is conveyed hereunder consists of all non-attached irrigation equipment, including without limitation, pipe and pumps.

1) There is excepted from the Personal Property all farming equipment, which must be removed by Larsen by July 1, 1997, and all personal property located within the residence.

11. RISK OF LOSS: Except as provided for in the Life Estate, up to the Date of Possession Larsen, and thereafter the Buyer, shall have the Risk of Loss for all damages and losses. If prior to

Closing the Real Property, Personal Property or Fixtures are is damaged, the Buyer may rescind this Agreement.

12. MARKETABLE TITLE: Larsen shall provide Buyer with a policy of title insurance in the standard "Purchaser's" form provided by Pioneer of Pocatello, Idaho. The title insurance shall insure Buyer's title which shall be Marketable in all respects other than the Encumbrances permitted herein.

A. Within ten days from the date the last of the parties hereto execute this Agreement, Larsen will purchase and deliver to the Buyer a commitment for the issuance of the title insurance. The commitment must show that Larsen's title is Marketable, and free from any defects, except for the Encumbrances, and any which are to be discharged upon Closing.

1) The Buyer will have 10 days, following receipt of the commitment, to give Larsen Notice of any defects which are not acceptable under the terms of this Agreement.

2) Larsen shall have 20 days from the service of the Notice to serve upon Buyer Notice that he has cured the unacceptable defects, and Buyer shall have five days thereafter to serve another Notice if he does not believe the defects have been cured.

B. Upon Closing, Larsen shall immediately deliver to the Buyer the policy of title insurance. It shall insure Buyer's title is Marketable, except for the Encumbrances and any defect not objected to under the immediately preceding subparagraph A.

C. If the Larsen's title does not conform to the requirements of this paragraph, the Buyer may, at his election, pay the monies reasonably necessary to make the title conform, and deduct the amounts paid from the Purchase Price.

1) Before paying any monies, the Buyer shall give Larsen Notice. Larsen shall have five days from the date the Buyer serves the Notice to give the Buyer Notice that Larsen objects to the payment. If objection is made, no payment shall be made pending further Agreement of the parties or an order from a court of competent jurisdiction.

13. EXPENSES: The Expenses incurred incident to this Agreement are attorney's fees, recording fees, title insurance premiums, and Collection and Closing Agent's fees. They shall be paid as set out in this paragraph.

A. The Larsen shall pay title insurance premiums.

B. The Buyer shall pay all costs for Recording and the Closing Agent's fees.

C. The parties shall each pay their own attorney's fees, and any other costs they have incurred.

14. CLOSING: This Transaction will be Closed at the hour of 2:00 p.m., on the 16th day of April, 1997, in the offices of Pioneer Title Company of Pocatello, Idaho. The parties may orally agree to a different time or date, so long as it is within seven days.

A. The Buyer shall deliver to the Closing Agent the amount of the Purchase Price payable at Closing, and the portion of the Expenses.

B. Larsen shall deliver to the Closing Agent any amount necessary to provide for the payment of his share of Expenses.

C. If the Buyer has given Notice that Larsen's title is not Marketable, and Larsen cures the defects within the time allowed, Closing shall occur 14 days after Larson's Notice the defects

have been cured.

D. The parties will execute any other documents which are reasonable or necessary to complete the Agreement.

15. CLOSING AGENT: The parties appoint Pioneer Title Company of Pocatello, Idaho as the Closing Agent. The Closing Agent's duties are as specified in this paragraph, and are to be carried out for the purpose for completing the conveyance of the Real Property and disbursing the monies received in accordance with the terms of the Agreement.

A. On Larsen's behalf, obtain and deliver to Buyer, the commitment for, and policy of, title insurance.

B. Prepare from forms, or receive from the Parties, the Warranty Deed.

C. Record the Warranty Deed.

D. If there are defects in the title, which are to be cured by payments from monies received by the Closing Agent, the Closing Agent shall make such arrangements as are necessary as to cure the defects.

E. Receive the Purchase Price payable by Buyer at Closing.

F. From the Purchase Price, pay the Larsen's obligations under this Agreement, and remit the remaining balance to the Larsen.

1) Disbursements to occur when the Closing Agent has determined the title and policy of title insurance will be in accordance with the paragraph "Marketable Title." That is, the title will have only the Encumbrances specified, and any defects the Buyer had the right to object to, but did not.

G. If the Closing Agent, in its reasonable judgment, believes that the transaction cannot be Closed in accordance with the terms of this Agreement, or a Party makes demands upon the Closing Agent, which are inconsistent with this Agreement, the Closing Agent may cease doing all work hereunder.

1) Upon ceasing work, the Closing Agent will hold all monies and documents until it receives new instructions from both Parties, or an order from a Court of competent jurisdiction. If neither occurs within 45 days from the date of the inconsistent demand, and no documents have been recorded, it shall return the monies and documents to the Parties from whom they were received. If documents have been recorded, the Closing Agent may either continue to hold, or deliver the monies and documents to the Clerk of any Court of competent jurisdiction. Upon deliver of the monies and documents, the Closing Agent shall have no further responsibilities hereunder.

16. DATE OF POSSESSION: The Date of Closing shall be the Date of Possession. Upon the Agreement being Closed, the Buyer shall have the right to take possession of the Real Property, Personal Property, and Fixtures.

17. DEFAULT: It is a Default if there is a misrepresentation or a Party fails to carry out any of the terms contained in either this Agreement, or in any document executed pursuant to this Agreement.

18. REMEDIES: If there is a Default, the Parties' Remedies, which may be pursued individually or collectively, and serially or concurrently, are:

- A. All rights and remedies provided for at law and in equity.
- B. All attorney's fees and costs regardless of whether foreclosure is commenced.
- C. Specific performance.

19. NOTICE: All Notices required to be given hereunder shall be made in writing and served either personally (which includes receipt of facsimile transmission or express package delivery) or by certified mail. If Notice is given by Certified Mail, service shall be deemed to be completed at the time it is deposited in the U.S. Mail, postage prepaid, and addressed to the other party. For the purpose of mailing, Notices shall be sent to the following addresses:

SELLER: H. Gene Larsen
Box 158
McCammon, Idaho 83250

BUYER: Quinn Creek Ranch Limited Liability Partnership
PO Box 4819
Pocatello, ID 83205

A copy of all Notices shall be served on the Closing Agent at Pioneer Title Company, 135 N. Arthur Ave. Pocatello, Idaho, 83204.

20. TIME: Time is of the essence in the performance of this Agreement.

21. WAIVER: The failure of either Party to strictly enforce the terms hereof shall not constitute a waiver. Any terms that have not been strictly enforced may be enforced after giving ten days Notice of intent to do so.

22. INTERPRETATION: In Interpreting this Agreement the following shall apply.

- A. As context indicates, the feminine, masculine and neuter genders shall include one another, and the singular includes the plural.
- B. The captions preceding each paragraph are primarily for convenience. However, where the caption of a paragraph appears in the text of the Agreement, it is intended to have the same meaning as given to it in the captioned paragraph.
- C. All Exhibits are incorporated by reference. If there is a conflict between the provisions of this Agreement and any Exhibit, or document, executed to carry out this Agreement, e.g., the Deed of Trust, the terms of this Agreement shall control.
- D. All Parties referred to jointly, shall have joint and several liability.
 - 1) Where multiple Parties have joint and several liability, either one of them may modify this Agreement, receive Notice, or make any consents required hereunder. E.g.,

Larsen is husband and wife, so either the husband or wife could consent to a modification of this Agreement.

23. SUCCESSIONS: This Agreement shall be binding upon, and inure to the benefit to the parties and all of their successors-in-interest.

24. ACKNOWLEDGMENT: The Buyer acknowledges he has read this Agreement, he knows it is an important legal document, and that if he has any questions he should review it with his own attorney. He understands the attorney who prepared this Agreement, John K. Looze, of the firm of Dial, Looze & May, Chartered, has been representing the best interests of Larsen.

25. INTEGRATION: This Agreement incorporates, and there are no other prior or contemporaneous oral or written agreements between the parties which involve the subject matter of this Agreement.

26. NON-MERGER: Upon Closing, the terms of this Agreement shall not be merged into the Warranty Deed provided for herein. Rather, they shall continue as obligations of the parties.

27. AGENT: H. Gene Larsen represents that he is acting only for Herman Larsen. That he is acting by the way of Power of Attorney, recorded in Bannock County, Idaho as Instrument No. 93005147, a copy of which is attached as Exhibit E. H. Gene Larsen shall have no personal liability except for any intentional or reckless misrepresentations.

4/16/97 Nola Larsen
Date Nola Larsen

4/16/97 Wayne Taysom
Date Wayne Taysom, partner
Quinn Creek Ranch Limited Liability
Partnership

4/16/97 Herman D. Larsen by H. Gene Larsen
Date Herman D. Larsen
through his attorney in fact,
H. Gene Larsen

4/17/97 Douglas Norman
Date Douglas Norman, partner
Quinn Creek Ranch Limited Liability
Partnership

5-1

AGREEMENT

THE FOLLOWING AGREEMENT is entered into by and between HERMAN D. and NOLA M. LARSEN, husband and wife, also known as HERMAN D. AND NOLA M. LARSON, husband and wife, hereinafter referred to as Larson, and DAVID R. and E. RAINA LISH, husband and wife, hereinafter referred to as Lish.

WHEREAS, the parties hereto each own real property which lies adjacent each to the other, and

WHEREAS, disputes have arisen between Larsen and Lish with regard to appropriation by Lish of certain water from a stream known as Quinn Creek and sometimes, but not often, known as Two Mile Creek; said Creek being primarily on the property owned by Larson, but a portion thereof being on the property owned by Lish, and

WHEREAS, a dispute has arisen between the parties by reason of the use by Lish of a certain spring located on the real property owned by Larsen, and

WHEREAS, the parties desire to resolve their differences and settle litigation, resolving the use of the said stream and spring.

NOW, THEREFORE, in consideration of the premises and the promises hereinafter contained, it is hereby agreed as follows:

1. That Lish is the owner of the following described real property all lying within the County of Bannock, State of Idaho:

South one-half of the Northwest Quarter, Section 36, Township 8 South, Range 36 E.B.M., containing 80 acres more or less. The North one-half of the Northwest Quarter, Section 36, Township 8 South, Range 36 E.B.M., containing 80 acres more or less; and Northwest Quarter of the Northeast Quarter of Section 36, Township 8 South, Range 36 E.D.M.

2. That Larsen owns real property lying more or less North of the Property owned by Lish, and that on the South boundary of the Larsen property and just north of the North boundary of the Lish property there arises a certain spring which is adjacent to Quinn Creek, aka, Two Mile Creek.

That prior to the date hereof, said spring was for over fifty (50) years used for domestic purposes by the Lish's predecessor-in-interest, Nels Larson, aka Nels Larsen, and Sara S. Larson, aka, Sara S. Larsen. Said predecessors-in-interest being the parents of Herman Larsen. That the estate of Sara S. Larsen sold the above described property to the Lishes together with the existing water rights.

4. That Larsen hereby recognizes the domestic water rights of the Lishes in and to the spring: Said right to be limited to domestic and culinary use. Domestic use being herein defined as use of the spring water for all personal uses inside the residence located on Lish's real property, and in addition thereto, sufficient water for watering of a reasonable sized yard adjacent to the residence and maintaining a garden for the personal use of Lish, and for the watering of Lish's livestock. Provided however, the following terms are met:

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A. That the pipe used to convey the water from the spring to the residence shall, not exceed three-quarters (3/4) of an inch and in no event shall it exceed the diameter of the pipe that is presently installed. Said pipe diameter being the same as used by Lishes predecessors.

B. Lish shall maintain the spring in a sanitary condition.

C. Forthwith upon the execution of this Agreement Lish shall cause the pipe which conveys the water from the vat or container, into which the spring water empties and is stored, to his residence, to be reconnected in such a manner that it will be below the point where it is presently connected, thereby clearing the present overflow pipe.

D. That in the event the vat or container in which the spring empties and in which the water is stored is ever replaced, the party which installs the replacement shall provide a place for a connection of an overflow pipe which will be at least four inches in diameter. The vat itself shall not be changed so as to effect the respective rights of the parties to said water.

E. That Lish shall have no right to any water which rises above that point where the connection is made for the pipe to convey the water to the Lish's residence.

F. That in the event Lish fails or neglects to use the available water from the spring for the purposes set out herein for a period of one year or more, all rights therein shall automatically and, without further proceedings of any type, revert to Larsen.

5. Subject to the following terms and conditions, Larsen shall make no objection to the appropriation of water in Quinn Creek, aka, Two Mile Creek, by Lish for the purpose of irrigation:

A. Prior to appropriation, Lish will install and maintain at his own expense sufficient measuring devices to measure that water being appropriated by Larsen and Lish.

B. It is agreed that a measuring device shall be installed in said creek at a place up-stream from Larsen's point of diversion. Larsen shall then be entitled to divert the water to which he is entitled, allowing the remainder of the water to flow down the creek to the Lishes' point of diversion which shall be located upon his own land.

C. The license to be in effect only if Lish complies with that portion of the Memorandum Decision and Order entered by the Director of the Department of Water Resources of the State of Idaho on the 22nd day of October, 1975, Permit, NO. 29-7194 which requires "That proof of completion of works and application of water to beneficial use be submitted to the Department of Water Resources on or before October 1, 1980". That is, should Lish fail to appropriate the water and complete the appropriation by the said time, thereby losing their Permit, this license shall be of no force or effect. Further, at any time Lish abandons their appropriation, this license shall terminate.

6. That this document is to in full settlement of those lawsuits now pending between the parties, namely the case of Herman D. and Nola Martha Larsen, husband and wife vs. David Lish and Raina Lish, filed in the County of Bannock State of Idaho, as case number 33307, and the Appeal by Larsen from a Decision by the Department of Water Resources of the State of Idaho, The Appeal being filed in the County of Bannock, State of Idaho, as case number 34114. Both cases to be dismissed.

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by Lish is properly functioning, Lish grants to Larsen a license for Larsen to go upon the property of Lish to inspect the said device.

IN WITNESS WHEREOF, the parties have hereto set their hands, this 9 day of Nov, 1977.

Herman D. Larsen
HERMAN D. LARSON, aka
HERMAN D. LARSEN

David R. Lish
DAVID R. LISH

Nola M. Larsen
NOLA M. LARSON, aka,
NOLA M. LARSEN

K. Raina Lish
K. RAINA LISH

STATE OF IDAHO)

: ss

County of Bannock)

On this 9 day of November, 1977, before me, the undersigned Notary Public in and for said State and County, personally appeared HERMAN D. LARSON and NOLA M. LARSON, aka, HERMAN D. LARSEN and NOLA M. LARSEN, Husband and Wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and seal the day, month and year first in this Certificate written.

NOTARY SEAL

Lonelle M. Smith
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, Idaho

(SEAL)

STATE OF IDAHO)

: ss

County of Bannock)

On this 9 day of Nov, 1977, before me, the undersigned Notary Public in and for said State and County, personally appeared DAVID R. and K. RAINA LISH, Husband and Wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and seal the day, month and year first in this Certificate written.

Howard B. Smith
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, Idaho

(SEAL)

NOTARY SEAL

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NO
RECORDED AT REQUEST
Dial & Looze

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5.00

ADDENDUM

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ADDENDUM

THE FOLLOWING ADDENDUM is entered into by, and between HERMAN D. and NOLA M. LARSEN, Husband and Wife, also known as HERMAN D. and NOLA M. LARSON, Husband and Wife, hereinafter referred to as Larsen, and DAVID R. and K. RAINA LISH, Husband and Wife, hereinafter referred to as Lish.

WHEREAS, the parties, on or about even date herewith, have executed a certain Agreement settling rights to water lying in a stream known as Quinn Creek and a certain spring lying on the property of Larsen, and

WHEREAS, certain provisions of the said Agreement are in need of further clarification.

THEREFORE, it is hereby agreed that this Addendum is incorporated into, modifies and explains the said Agreement as follows:

1. That all water used by Lish from the spring shall first be piped from the spring into Lish's residence. After entry into the residence, Lish may use the water as set out in Paragraph 4 of the said Agreement. Further, that the term, "livestock," used in said Paragraph 4, shall mean livestock for personal use and not for commercial raising and selling of livestock.
2. With reference to Paragraph 5 of said Agreement, it is agreed that there will be a minimum of two measuring devices to measure the waters appropriated in Quinn Creek. That one of the devices shall be upstream from Larsen's first point of diversion and be installed in such a manner as to measure the entire flow of Quinn Creek. That the second device will be installed in accordance with the said Permit No. 29-7194 and in such a manner as to measure all water appropriated by Lish. The latter device shall not interfere with Larsen's diversion of water from Quinn Creek at points either above or below the point at which Lish establishes their point of diversion. It is specifically intended that by the installation of a minimum of two measuring devices, the flow of Quinn Creek can first be measured from the total flow; that there can be deducted the amount of water which Larsen is entitled to by virtue of his senior water rights; and that any remainder thereafter can be measured by Lish as they appropriate the same.
3. That for the purpose of installing and maintaining the device which measures the entire flow of Quinn Creek, Lish shall have a license to go upon the real property of Larsen. Provided, however, such license does not permit Lish to establish a point of diversion on property owned by Larsen.
4. That for the purpose of determining if the device installed by Lish for measuring the amount of water diverted

7. The licenses granted herein may not be conveyed or assigned apart from the land.

8. That this Agreement shall be binding upon the parties, heirs, assigns and successor-in-interest and recorded in the County records of Bannock County, Idaho.

IN WITNESS WHEREOF, the parties have hereto set their hands. this 9 day of Nov. 1977.

Herman D. Larsen
HERMAN D. LARSEN, aka HERMAN D. LARSON

Nola M. Larsen
NOLA M. LARSEN, aka NOLA M. LARSON

David R. Lish
DAVID R. LISH

K. Raina Lish
K. RAINA LISH

STATE OF IDAHO
County of Bannock

On this 9 day of November 1977, before me, a Notary Public in and for said County and State, personally appeared, HERMAN D. LARSEN and NOLA M. LARSEN, aka HERMAN D. LARSON and NOLA M. LARSON, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

NOTARY SEAL

Cecille M. Hanks
NOTARY PUBLIC FOR IDAHO
RESIDING AT POCATELLO, IDAHO

(SEAL)

STATE OF IDAHO
County of Bannock

On this 9 day of Nov. 1977, before me a Notary Public in and for the said County and State, personally appeared DAVID R. LISH and K. RAINA LISH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Howard B. Hanks
NOTARY PUBLIC FOR IDAHO
RESIDING AT POCATELLO, IDAHO

(SEAL)

NOTARY SEAL

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

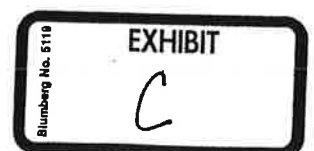
Larsen's Disclosure

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):
☒ Known lead-based paint and lead-based paint hazards in the housing are:
There may be, due to the age of the residence, as well as the other properties conveyed, lead based paints coating portions of the structures located upon the Real Property.
☒ Larsen has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- (b) Records and reports:
____ Larsen has provided the buyer with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the housing. Those are:

____ Larsen has no knowledge of reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgment

- ☒ (c) Buyer has received copies of all information listed above.
☒ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
(e) Buyer has:
☒ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



SELLER'S PROPERTY DISCLOSURE FORM

LARSEN'S NAME AND ADDRESS: Herman D. & Nola Larsen

4754 S. Old Hwy 91

McCammon, ID 83250

Section 55-2501, *et. seq.*, Idaho Code, requires the seller of residential real property to complete a property condition disclosure form.

PURPOSE OF STATEMENT: This is a statement of the conditions and information concerning the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the Seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential buyer. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the Seller or by any agent representing any Seller in this transaction. It is not a substitute for any inspections. Purchase is encouraged to obtain his/her own professional inspections.

1. All appliances and service systems included in the sale, (such as refrigerator/freezer, range/oven, tv antenna/dish, fireplace/wood stove, water heater, etc.) are functioning properly except: (please list and explain).

These are working in good order.

2. Specify problems with the following:

Basement water Sometimes flooded when we flood irrigated to the North

Foundation Okay.

Roof condition and age Good- Re-shingled Spring of 1996

Well (type) Spring Problem None

Septic system (type) Septic Tank Problem None

Plumbing Okay

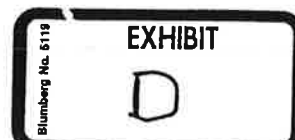
Drainage Okay

Electrical Okay

Heating Okay- electric and wood stove

3. Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, lot line disputes, etc.):

None



4. Are you aware of any hazardous materials or pest infestations on the property?

No

5. Have any substantial additions or lacerations been made without a building permit?

No

6. Any other problems, including legal, physical or other not listed above that you know concerning the property:

No

Larsen certifies that the information herein is true and correct to the best of Larsen's knowledge as of the date signed by Larsen. Larsen is familiar with the residential real property and each act performed in making a disclosure of an item of information is made and performed in good faith.

I/We acknowledge receipt of a copy of this statement.

DATE

Nola Larsen

DATE

Herman D. Larsen,
through his attorney in fact, H. Gene Larsen

DATE

Wayne Taysom, partner
Quinn Creek Ranch

DATE

Doug Norman, partner
Quinn Creek Ranch

3-1

93005147

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

This instrument is intended to constitute a General Power of Attorney.

1. Appointment of Attorney-in-Fact: That I, Herman D. Larsen, also known as Herman D. Larson of McCammon, Idaho, hereby appoint H. Gene Larsen, also known as H. Gene Larson of McCammon, Idaho, my Attorney-in-Fact to act as set out herein.

2. Scope of Authority: To act in my name, place and stead, in any way in which I myself could act, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

To ask, demand, sue for, recover, collect, receive, and hold or possess and sign, endorse, execute, acknowledge or deliver such instruments in writing as may be necessary in regard to all sums of money, debts, dues, bonds, notes, checks, drafts, accounts, deposits, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, choses in action, personal and real property and all rights and demands whatsoever as are now, or shall hereafter become due, owing, payable, owned, or belonging to me or in which I have or may acquire an interest, and to have all lawful means and legal remedies in my name for the collection and recovery thereof.

To pay and discharge all debts and demands due and payable by me unto any person or persons whatsoever.

To execute all releases, deeds of trust, mark as paid in full any notes pertaining thereto.

To take any other actions my Attorney-in-Fact believes reasonable for the purpose of releasing real property to the purchasers thereof.

To convey, sell, lease, purchase, acquire and possess any real or personal property whatsoever, including but not limited to my residence, on such terms and



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93005147

STATE OF IDAHO

)
: ss

County of Bannock

On this 10th day of February, 1993, before me,
Julie Anderson-Larsen, the undersigned Notary Public in and for
said State and County, personally appeared Herman D. Larsen,
also known as Herman D. Larson, known to me to be the person
whose name is subscribed to the foregoing instrument and
acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and seal
the day, month and year first in this Certificate written.

(SEAL)

Julie Anderson-Larsen
NOTARY PUBLIC FOR IDAHO
Residing at: SPR

NOTARY SEAL

93005147

NO.
RECORDED

H. GENE LARSEN

'93 APR 19 P3:35

OFFICIAL RECORD BOOK NO. 584
BANNOCK COUNTY IDAHO
LARRY L. CHAN, RECORDER
FEE 9.00 DEPUTY MD

3-2

93005147

conditions as said Attorney-in-Fact shall deem proper, and in any manner deal with all or part of any real or personal property, including but not limited to my residence, and any other real property whatsoever, or any interest therein which I now own or may hereafter acquire, and to execute and acknowledge any deed or other documents for this purpose.

To act with respect to any and all matters pertaining to any tax return or returns, tax or taxes now or hereafter assessed against me by the United States of America, or by any state, or any political subdivision thereof.

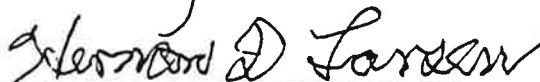
To act in and for me and on my behalf with respect to any records, reports and statements, and to have full power and authority to do and perform all and every act and thing whatsoever necessary and proper to be done in the exercise of any of the rights and powers herein granted, and fully as I might or could do if personally present, with full power of substitution.

3. Interpretation: This instrument is to be construed and interpreted as a General Power of Attorney, and the enumeration of specific items, acts, rights or powers herein does not limit or restrict the general powers herein granted to said Attorney-in-Fact.

4. Duration: This Power of Attorney shall be in full force and effect until revoked in writing. Any person may rely on this Power of Attorney until either the date specified or they receive actual notice that this Power of Attorney has been revoked, whichever occurs first. This provision is for the sole purpose of protecting Third Parties who act in good faith in relying on this Power of Attorney.

5. Disability: This Power of Attorney shall not be affected by my disability, it being my intent that the authority conferred shall be exercisable notwithstanding my later disability or incapacity or uncertainty as to whether I am dead or alive, and shall have the same effect and inure to the benefit of and bind me and my heirs, devisees and personal representatives as if I were alive, competent and not disabled.

DATED: This 10 day of February, 1993.



HERMAN D. LARSEN, also
known as HERMAN D. LARSON

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: A29-00258
Date Received: 3/13/1990
Receipt No: EO12318
Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HERMAN D. LARSEN 208-254-3418
Address: 4754 S. OLD HWY 91
MC CAMMON, ID 83250

2. Date of Priority: JUN 25, 1902

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08S	36E	25		SE	SW		BANNOCK
				NE	SE		BANNOCK

5. Description of diverting works:
HEADGATES/ DITCHES TO FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.000		
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

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

8. Total consumptive use is 378.0 Acre Feet Per Annum.

9. Non-irrigation uses:
D/ ONE HOME S/ UP TO 50 HEAD CATTLE AND 6 HORSES

A29-00258

Page 1

Date: 03/13/90

A2900258



MICROFILMED

NOV 13 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
08S	36E	25	NE		SW		IRR	13.0
			NW		SW		IRR	22.0
			SW		SW		IRR	24.0
			SE		SW		IRR	33.0
			NW		SE		IRR	23.0
			SW		SE		IRR	11.0
							Section Acres	126.0
							Total Acres	126.0

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:
29-02060, 00259

14. Remarks:

SOURCE ALSO KNOWN AS TWO MILE CK.

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

JAMES P. BARRON ET AL
Decree Plaintiff

vs

MILTON QUINN ET AL
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: 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): Herman D Larsen Date: Mar 13, 1990

Date: _____

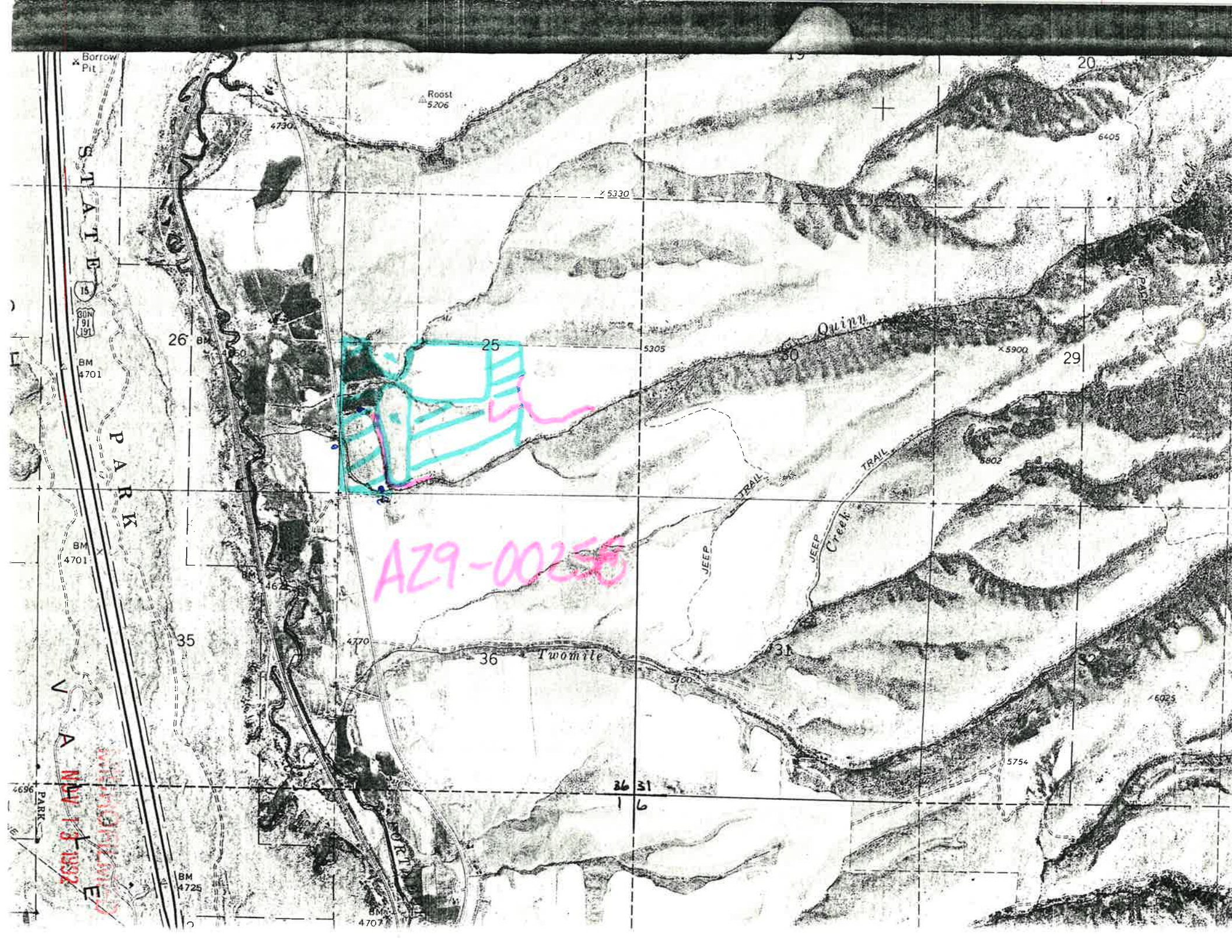
State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 13 day
of March 19 90

Dawn Carl
Notary Public

Seal

Residing at Heise, Id
My Commission Expires 2/26/96



Borrow Pit

Roost 5206

STATE PARK

15

80N 91 191

BM 4701

PARK

BM 4701

V A

NOV 13 1992

NOV 13 1992

NOV 13 1992

NOV 13 1992

NOV 13 1992

NOV 13 1992

NOV 13 1992

NOV 13 1992

26

BM 4701

35

BM 4725

4730

4760

4620

4696

4707

25

36

Twomile

x 5330

5305

4770

36 31

1 6

Quinn

JEEP TRAIL

JEEP Creek

TRAIL

30

31

29

x 5900

5802

5754

6025

6405

Creek