

10/31/2002

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

RIGHT NUMBER: 29-4293

NAME AND ADDRESS: WILLARD A ROWE JR
2814 S POCA TELLO AVE
AMERICAN FALLS ID 83211

ORA L ROWE
2814 S POCA TELLO AVE
AMERICAN FALLS ID 83211

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.100 CFS
6.300 AFY

PRIORITY DATE: 01/01/1946

POINT OF DIVERSION:

T07S R31E S28 NENWNE Within POWER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS 1.20 AFY
COMMERCIAL	01/01 12/31	0.020 CFS 1.10 AFY
IRRIGATION	04/01 10/31	0.030 CFS 4.00 AFY

PLACE OF USE:

DOMESTIC Within POWER County

T07S R31E S28 NWNE

COMMERCIAL Within POWER County

T07S R31E S28 NWNE

IRRIGATION Within POWER County

T07S R31E S28 NWNE 1.0

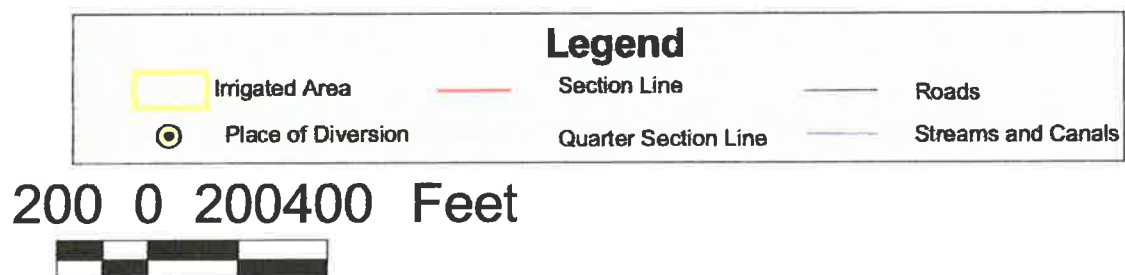
1 ACRES TOTAL

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

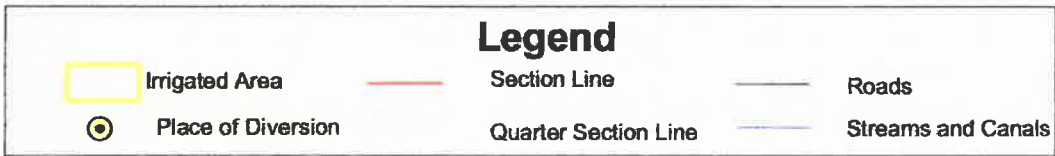
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Beneficial Use

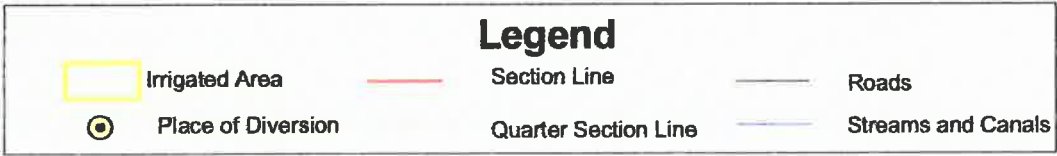
PLACE OF USE FOR COMMECIAL USE IS CLIFTON MOTEL.



Township , 7S31E



Township , 7S31E

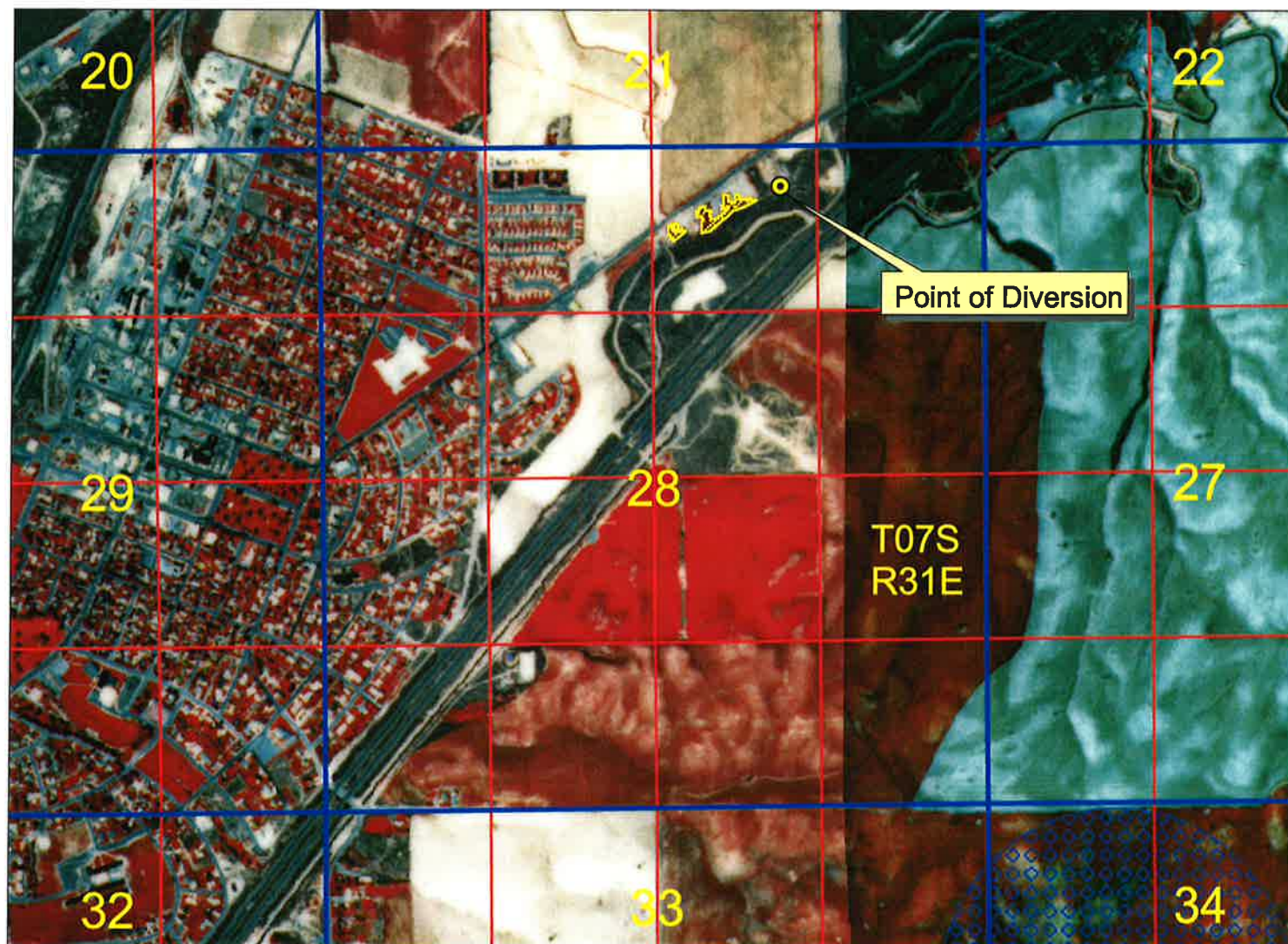


200 0 200 400 Feet





State of Idaho
Department of Water Resources
Eastern Region
Water Right: 29-04293



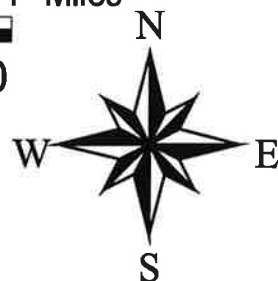
0.5 0 0.5 1 Miles

1:16000

PROFILED

SCANNED

MAR 02 2005



- Point(s) of Diversion
- ▨ Place of Use
- ▭ Section Lines
- ▭ Quarter Quarter Lines

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: P. Meyer
Date: October 2002

COMMUNICATION DOCUMENTATION

Claim No. 29-4293

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Dean Byington Date _____Contact Person(s) Ronald PowellNature of Contact Drove to motel.

Substance of Communication _____

* Ronald Powell new owner, bought from Willard Rowe.

* Irrigated^{ing} lawn on motel property only.

* PoD on top of hill up the Road.

* Said he filed change of ownership (don't know when?)

PROFILE

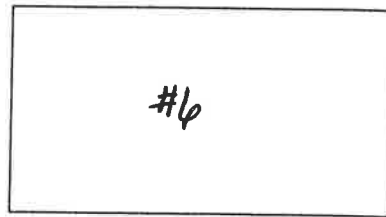
SCANNED
MAR 02 2005

WR #: 29-4293

DATE: 7/20/01

GPS File: _____ OR

Northing: _____
Easting: _____



CS OK
GPS Time
Stamp

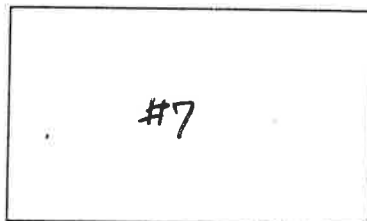
Notes: Facing N.W. motel in background.

WR #: 29-4293

DATE: _____

GPS File: _____ Or

Northing: _____
Easting: _____



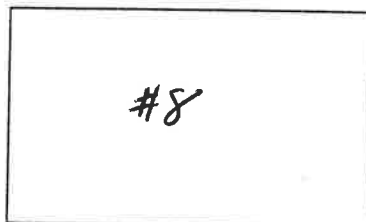
Notes: Facing North, POD on top of hill. motel at bottom of hill.

WR #: _____

DATE: _____

GPS File: _____ Or

Northing: _____
Easting: _____



Notes: Motel located where trees are. POD. (Red ^{shed} ~~building~~ is where pump for hot tubs is)

SCANNED
MAR 02 2005

PROFILED

CLAIM NO. 29 - 4293

IDWR SUPPLEMENTAL CLAIM VERIFICATION REPORT
FOR DOCUMENTING CHANGES TO CVR

1. ☒ NAME - No change
☐ NEW OWNER: _____
 (SUPPORTING DOCUMENTATION REQUIRED - ATTACH COPY)
☒ ADDRESS - No change
☐ NEW ADDRESS: _____

2. ☒ SOURCE - No change
☐ CHANGE - New source and/or tributary is: _____

3. ☐ QUANTITY - No change
☐ CHANGE - New amounts: _____ CFS and/or _____ AFY

4. ☐ PRIORITY DATE - No change
☐ CHANGE - Priority date to: _____
 (EVIDENCE OF PRIORITY REQUIRED - ATTACH COPY)

5. ☒ POINT OF DIVERSION - No Change
☐ CHANGE - New point of diversion is: T _____, R _____, S _____, _____ 1/4, _____ 1/4, _____ 1/4
When 1st = _____ T _____, R _____, S _____, _____ 1/4, _____ 1/4, _____ 1/4
 (LOCATION OF POD(S) SHOULD BE SHOWN ON MAP)

6. ☐ PURPOSE AND PERIOD OF USE - No change
☐ CHANGE New purpose of use _____ New period of use _____ New amount(s) _____
 _____ from _____ to _____ cfs _____ af
 _____ from _____ to _____ cfs _____ af
 _____ from _____ to _____ cfs _____ af

7. ☒ PLACE OF USE - No change
☐ CHANGE New place(s) of use: (LOCATION(S) AND ACRES SHOULD ALSO BE SHOWN ON MAP)

T	R	S	N E				N W				S W				S E				TOTAL
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

REMARKS _____

CONDITIONS _____

Reviewer _____ Date _____

03/19/98

PROFILED

SCANNED

MAR 02 2005



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 29



RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversion Description

Tagged exterior of pumphouse. Pumphouse locked. Could not gain access. No measurement taken.
42 49'2406 112 50'06.5

Assumptions

Invoice #

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missing)
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked

Photos

EPE (ft)

Date (M/D/Y)

Time

Flow Rate (CFS)

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☐ Continuity

Velocity

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

☐ Manning (If used, include photo of representative channel section)

Channel Slope

Channel Description

Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System ☒

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

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SCANNED

MAR 02 2005

PROFILE

MAY 16 2001

Log for claim A29-04293

Spatial Dynamics AMH

6/8/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s31e	28	NWNE	1	1.2	Permissible place of use?
Totals:			1	1.2	

5/22/01

- 1) Contacted motel, "Rowe" no longer owns motel, new owner is out of town. I will contact again next week.
- 2) person I talked to, did not know where POD was.

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WILLIARD A ROWE JR	01/01/1940	IRRIGATION	03-15 11-15	0.030 CFS	
C	ORA L ROWE		COMMERCIAL	01-01 12-31	0.060 CFS	
	2814 S POCATELLO AVE		DOMESTIC	01-01 12-31	0.040 CFS	
	AMERICAN FALLS ID 83211					
	(208) 226-7271					
TOTAL DIVERSION:					0.100 CFS	
CONSUMPTIVE USE:						2.50 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T07S R31E S28 NWNENE

POWER County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
07S	31E	28	:		01			:					:					:					:	1.0
																							TOTAL ACRES	1.0

Place of use Legal Description for: COMMERCIAL

NE				NW				SW				SE											
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac	
07S	31E	28	:		C			:					:					:					:

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE											
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac	
07S	31E	28	:		D			:					:					:					:

POU County: POWER

Non-Irrigation Uses: DOMESTIC FOR SINGLE RESIDENCE, COMMERCIAL FOR 10 UNIT MOTEL

Other Rights: NONE

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

A01-00013 A01-02061A A01-02064E A01-02068E A29-02310 A29-02568 A29-11337

Remarks: GEN THERE ARE SEVERAL USERS ON THIS WELL, HOWEVER, THIS NOTICE
DESCRIBES JUST OUR USE OF WATER.

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

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

AJ5809NP
No. A29-04293

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/23/00
PAGE: 37

=====

Audit: 08/03/90 CARLSEN 07/20/94 THOMPSON 03/29/95 POST-STD

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Willard A. Rowe, Jr.

(Name of Claimant)

East Hiway 30 North, Clifton Motel, American Falls, ID 83211 Telephone No. 226-7271

(Mailing Address)

(Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) 1-1-1940

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

groundwater tributary to

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, ~~gpm~~)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>0.20 cfs</u>		Use <u>domestic</u>		Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity <u>0.02 cfs</u>		Use <u>irrigation</u>		Period of Use From <u>3/15</u>	To <u>11/15</u>
Quantity <u>0.31 cfs</u>		Use <u>fire protection</u>		Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity <u>0.31</u>		TOTAL QUANTITY USED.			

- (4) 0.31 (cfs, ~~gpm~~)
- (5) A) Point of diversion: (Location of point where water is diverted from its source)

NE 1/4 NE 1/4, Sec. 28 Twp. 7S Rge. 31E B.M., County of Power

Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. well pump to storage tank with gravity feed mainline to dwellings

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7S	31E	28		1															1

No. of acres 1

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

Domestic use for two trailers, machine shop, bar, hair salon, 11 unit motel, house, utility shop

NOTE: Include here the type and number of stock watered:

- (7) If you are claiming water as a member of an organization, list name of organization: _____

February 8, 1995

Cecil Weisenburger
525 Taylor Street
American Falls, Idaho 83211

Idaho Department of Water Resources
Dave Carlson
900 N. Skyline Dr.
Idaho Falls, Idaho 83402-1718

RECEIVED

FEB 13 1995

Department of Water Resources
Eastern District Office

Mr. Dave Carlson,

In regards to the water rights for the Clifton Motel and Willard Rowe: My father built the Clifton Motel in, approximately, 1946. At this time it was called the U-Stop Motel. At the time of building this motel he also drilled the well to furnish water for said motel. Within about 5 years he added the cafe, bar and house which was also furnished water from the same well.

It is, today, the same well supplying water to the Clifton Motel.

Sincerely,


Cecil Weisenburger

On this date, before me, a Notary Public, personally appeared Cecil Weisenburger, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledge that he executed same.

DATE OF ACKNOWLEDGEMENT 9 day of February, 1995


Notary Public

My Commission Expires 2-23-2000

Notary residence of Ponder County, State of Idaho

MICROFILMED

NOV 13 1996

COPY

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME TO FILE ADJUDICATION CLAIM(S)
FOR YOUR FILES
DO NOT RETURN

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Willard A Rowe Jr. () 226-7271
Name of Claimant Phone Number
2814 South Pocatello Ave Arriens Falls Idaho 83211
Mailing Address City State Zip
Power County 4-5-90
County(s) where place of use is located Date claim originally due
Criston Matheuell
Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

The request was sent back to us two times
1st insufficient money & information
2nd time no late filing fee money

Claimant requests an extension to whenever you accept 19 90
the request 5-11
Signature Willard A Rowe Date of request
Co-Owner
Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby ☒ granted ☐ denied for the following reasons:

Notice was not mailed to this address

and if granted the filing deadline is extended to August 6 19 90

Signed this 21 day of July 19 90

Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

MICROFILMED

NOV 13 1992

RECEIVED
FEB 13 1995
Department of Water Resources
Eastern District Office
REVENUE STAMPS

WARRANTY DEED

POOR ORIGINAL

For Value Received (\$45,000.00) James W. Clifton and Josephine Clifton, husband and wife for over ten years last past,

A 29-04293

the grantor s, do hereby grant, bargain, sell and convey unto

Willard A. Rowe, Jr., and Ora Rowe, husband wife,

the grantee s, the following described premises, in Power County Idaho, to wit:

Commencing at USGS triangulation station, a brass cap in cement base marked AP Airport 1080, located by existing wind cone at said Airport; thence S 54° 22' 40" W. 4118.4 ft. more or less, to the azimuth mark for said station, also a brass cap marked the same in top of cement base 1.6 dia. by 1.5 high, for 5' sign post, which is 30.1 ft. northwesterly from front of Sagebrush Cafe building and 44.1 ft. from new centerline of 80.0 foot access road and is east 54.0 ft. thence southerly 283.0 ft. more or less, from the north 1/4 corner of section 28, Tp 7 S, R 31 EE; thence S 58° 15' W 62.6 ft. to a point on the new southeasterly right of way line of said access road marked with a 3/4" by 2" iron stake driven flush, place of beginning: Thence S 31° 25' 13" E 200 ft to an iron stake Thence S 16° 52' W 250.2 ft. to an iron stake Thence S 31° 25' 30" W 190.0 ft to right of way line of road, Thence S 54° 24' 30" E along latter 250.0 ft to place of beginning. All in NW 1/4 of SE of said Section 28, containing 1.12 acres, more or less: AND

a right-of-way twenty feet wide, the center line of which is the water pipe leading from above described property to the well and pump now in operation, supplying water to motel located on above described property; and a right-of-way of ten feet on all sides of the control and pressure house located on said water pipe line; and a right-of-way in a circle with a radius of thirty feet, the center of said circle being ten feet south of said well; said right-of-way being for the purpose of ingress and egress of men and equipment for purpose of keeping said pump, well, pipe-line, control and pressure house, and water system in a good state of repair and in proper working order.

(Subject to duty to furnish water to Sagebrush Cafe and the residence, on adjoining properties, without charge to the present owners, as provided in real estate agreement recorded in Book 41, Page 45, of agreements over County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, that they are the owners in fee simple of said premises; that they are free from all incumbrances, except duty to furnish water as above mentioned.

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

Dated:

August 1st, 1960.

James W. Clifton
Josephine Clifton

STATE OF IDAHO, COUNTY OF Power
On this 1st day of August, 1960, before me, a notary public in and for said State, personally appeared James W. Clifton and Josephine Clifton, husband and wife for over ten years last past,

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

Notary Public
Residing at American Falls, Idaho
Comm. Expires August 1, 1970

STATE OF IDAHO, COUNTY OF Power
I hereby certify that this instrument was filed for record at the request of American Land Title Co.

at 30 minutes past 11 o'clock A.M., this 6th day of Feb. 1974, in my office, and duly recorded in Book 44, Just of Deeds at page # 112963 NW # 3

Ex-Officio Recorder

By

Fees \$ 1.00
Mail to:

Deputy.

NOV 13 1990

INSTRUMENT NO

102963

MICROFILMED

year first above written.

L. M. AIKIN
CLARA ALBERTA AIKIN
HARRY S. SHIMADA
FUMIKO R. SHIMADA



FEB 13 1995

STATE OF IDAHO
COUNTY OF Bannock

ss.

Department of Water Resources
Eastern District Office

On the 11th day of May, in the year 1964, before me, a Notary Public in and for said State personally appeared Harry S. Shimada and Fumiko R. Shimada, Husband and Wife, and Lee M. Aikin and Clara Alberta Aikin, Husband and Wife, known to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Name not legible
Notary Public in and for Idaho
Residence: Pocatello, Idaho

No Seal Affixed.

Recorded at the request of Lee M. Aikin at 3:35 o'clock P.M. this 9th day of Nov., 1964 in Book 41 of Agreements at page 454. Fee \$2.40

Lois McClain, Recorder

Instrument No. 86983

REAL ESTATE AGREEMENT

A 29-04293

THIS AGREEMENT, Made and entered into this 18th day of May, 1961, Between Willaim Weisenburger and Carrie Weisenburger, husband and wife at all times for over forty years last past, of American Falls, Power County, Idaho, herein called "first parties" and James W. Clifton of American Falls, Power County, Idaho, herein called "second party"

WITNESSETH, That first parties, in consideration of the covenants and agreements on the part of second party, hereinafter contained, agree to sell and convey unto second party, and the second party agrees to buy all that certain lot, piece, or parcel of land, situate, lying and being in Power County, Idaho, and bounded and particularly described as follows, to-wit:

Commencing at USGS Triangulation station, a brass cap in cement base marked AF Airport 1950, located by existing wind cone at said Airport; thence S 54° 22' 40" W. 4118.4 ft. more or less, to the azimuth mark for said station also a brass cap marked the same in top of cement base 1.6 dia. by 1.5 high, for 5 1/2" sign post, which is 30.1 ft northwesterly from front of Sege Brush Cafe Building and 44.1 ft from new centerline of 80.0 foot access road and is east 564.0 ft thence southerly 283.0 ft more or less, from the north 1/4 corner of section 28, Tp 7 S, R 31 ERM; thence S 58° 15' W 62.6 ft to a point on the new southeasterly right of way line of said access road marked with a 3/4" by 2" iron stake driven flush, place of beginning: Thence S 35° 25' 30" E 200 ft to an iron stake Thence S 56° 52' W 250.2 ft to an iron stake Thence N 35° 25' 30" W 190.0 ft to right of way line of road Thence N 54° 34' 30" E along latter 250.0 ft to place of beginning. All in NW 1/4 of NE 1/4 of said Section 28, containing 1.12 acres, more or less:

AND
A right-of-way ten feet wide, the center line of which is the water pipe leading from above described property to the well and pump now in operation, supplying water to motel located on above described property; and a right-of-way of ten feet on all sides of the control and pressure house located on said water pipe line; and a right-of-way in a circle with a radius of thirty feet, the center of said circle being ten feet south of said well; said right-of-way being for the purpose of ingress and egress of men and equipment for purpose of keeping said pump, well, pipe-line, control and pressure house, and water system in a good state of repair and in proper working order:

for the sum of Thirty-seven Thousand, Five Hundred and no/100 DOLLARS, lawful money of the United States of America, and said second party, in consideration of the premises, agrees to pay to said first parties the said sum of Thirty-seven Thousand, Five Hundred and no/100 DOLLARS, as follows, to-wit:

Nine Thousand and no/100 DOLLARS, cash in hand, receipt of which is hereby acknowledged by first parties:

The remainder of Twenty-eight Thousand, Five Hundred and no/100 DOLLARS, together with interest thereon at the rate of five and one-half per cent. per annum from May 20th, 1961, until paid, shall be paid as follows, to-wit: Two Hundred Fifty-five and no/100 DOLLARS June 20th, 1961: and a like sum of Two Hundred Fifty-five and no/100 DOLLARS on the 20th day of each and every month thereafter, until paid in full: payments to be credited first on accrued interest and the remainder on principal.

Department of Water Resources
 Eastern District Office

In addition to the required payments hereinbefore specified, second party may, on the 26th of November in any year, pay one Hundred Dollars or any multiple thereof, and the interest on any such sums so paid, shall cease at the time such payments are made.

Second party shall have the use of the complete water system, but shall keep it in repair, and pay for the electricity and costs of operation, and shall keep it in a good state of repair and in proper working order at his own expense.

Second party shall furnish water to Sage brush Cafe and the residence, on adjoining properties, without charge to the present owners; but shall not be liable for any damage to either of them caused by temporary lack of water, while repairs are being made on said water system. If the said Sage Brush Inn or said residence, or either of them, is sold by the present owner, second party shall not be bound by this agreement to furnish water for them after such sale; but shall be free to negotiate another water agreement with the new owners.

It is agreed that the buildings on said premises shall be kept fully insured against loss by fire, for a sum not less than the unpaid balance on this agreement, with loss payable to first parties as present owners, and to second party as purchaser under contract; premiums on said policies to be paid by second party on and after May 20th, 1961.

First parties shall pay all taxes assessed against said property for the year 1960 and all prior years, and pro rata of the taxes for the year 1961, up to May 20th, 1961: and second party shall pay the pro rata share of the taxes on said property for the year 1961 after May 20th, 1961: and shall pay all taxes and assessments for subsequent years.

Second party shall not commit waste nor suffer waste to be committed on said premises, and shall keep said property and the improvements thereon in as good a state of repair as they now are, reasonable wear and tear and damage by the elements alone excepted.

Second party shall be entitled to possession of the said property on May 20th, 1961.

In the event of a failure to comply with the terms hereof, by second party, the said first parties shall be released from obligation in law or equity to convey said property, and said second party shall forfeit all right thereto, and all payments made on said property.

It is also agreed that if because of default, or defaults, on the part of second party, it becomes necessary for first parties to employ an attorney to enforce the terms of this agreement, either with or without suit, the second party will pay to first parties a reasonable sum as an attorney's fee.

First parties shall make and execute a good and sufficient warranty deed conveying said property to second party; and second party shall execute a quit claim deed conveying said property to first parties and expressly cancelling this agreement; and said deeds together with a triplicate of this agreement shall be placed in escrow with the Idaho Bank and Trust Company, Pocatello, Idaho: and as soon as it can be obtained, but not later than sixty days from this date, first parties shall furnish title insurance policy, showing said property free from incumbrances, except the incumbrances hereinbefore mentioned, and such incumbrances as may be created by second party, or through his assigns or heirs, and shall place such title policy in escrow with the other escrow papers in said bank.

Time is the essence of this agreement and in case the second party should fail, refuse or neglect to pay said first parties the money as is agreed hereinto be paid, or to pay taxes, assessments or insurance on the dates same shall become due, and for a period of thirty days thereafter, or should commit waste or suffer waste to be committed on said premises, or should fail to fulfill any of the covenants or agreements on the second party's part to be kept and performed, then and in that event, the first parties, may, at their option, forfeit any and all rights of the second party in and to said property, and all money paid to first parties by second parties under this agreement shall be retained by first parties as liquidated damages for the non-performance of this contract, and as rent for said property; and the second party, or any one claiming under him, if then living on or in possession of said property, shall be considered a lessee of the first parties and shall be liable to ejectment under the laws of the State of Idaho, relating to forcible entry and unlawful detainer. And the first parties, on receiving payment at the times and in the manner hereinbefore mentioned, agree to instruct the escrow holder to deliver to said second party, or his heirs and assigns, all escrowed papers.

It is understood that the stipulations herein set forth, are to apply to and bind the heirs, executors, administrators and assigns of the respective parties thereto.

IN WITNESS WHEREOF, The said parties of these presents have hereunto set their hands and seals, in triplicate, the day and year first hereinbefore written.

WILLIAM WEISENBURGER (SEAL)
 CARRIE WEISENBURGER (SEAL)
 JAMES W. CLIFTON (SEAL)
 JOSEPHINE M. CLIFTON (SEAL)

State of Idaho, }
 County of Power. } SS:

On this 18th day of May, 1961, before me, W. C. Loofbourrow, the undersigned, a Notary Public in and for said State, personally appeared William Weisenburger and Carrie Weisenburger, husband and wife at all times for over forty years last past; and James W. Clifton, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

COPIED
MAY 16 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

Ronald T. Powell

Ident. Number: A29-04293
Date Received: 8/01/1990
Receipt No: E015069
Received By: ENC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIARD A. ROWE, JR. 208-226-7271
Address: 2814 S. POCA TELLO AVE.
AMERICAN FALLS, ID 83211
AND/OR
Name: ORA L. ROWE 208-226-7271
Address: 2814 S. POCA TELLO AVE.
AMERICAN FALLS, ID 83211

A2904293



2. Date of Priority: JAN 01, 1940

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	31E	28	NW	NE	NE		POWER

5. Description of diverting works:
WELL, PUMP, TANK & MAINLINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.030		
DOMESTIC	01/01	12/31	0.040		
COMMERCIAL	01/01	12/31	0.060		

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

A.F.A.

8. Total consumptive use is 2.5 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC FOR SINGLE RESIDENCE, COMMERCIAL FOR 10 UNIT MOTEL

A29-04293

Page 1

Date: 08/01/90

MICROFILMED

NOV 13 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	31E	28	NW	NE		IRR	1.0
			NW	NE		DOMEST	
			NW	NE		COMMER	

Section Acres 1.0

Total Acres 1.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
NONE

14. Remarks:
THERE ARE SEVERAL USERS ON THIS WELL, HOWEVER, THIS NOTICE
DESCRIBES JUST OUR USE OF WATER.

15. Basis of Claim: STATUTORY CLAIM

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): x Ora L. Rowe Date: 8-1-90

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 1 day
of Aug 19 90.



Ernest Carlsey
Notary Public

Residing at Alto Falls, ID
My Commission Expires 6-14-1994