02/18/2003 Dave

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: 29-7196

EVELYN L WALKER
PO BOX 9
ARIMO ID 83214
Telephone Number: ~~(801) 254-5145~~ (208) 241-1478

RICHARD LA MAR WALKER
PO BOX 9
ARIMO ID 83214
Telephone Number: ~~(801) 254-5145~~ (208) 241-1477

Corrected 3/28/03 JC

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

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

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

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

DATE: 03/20/03 **SIGNATURE:** Richard LaMar Walker

Please print your name: ~~RICHARD LAMAR WALKER~~

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

PROFILED

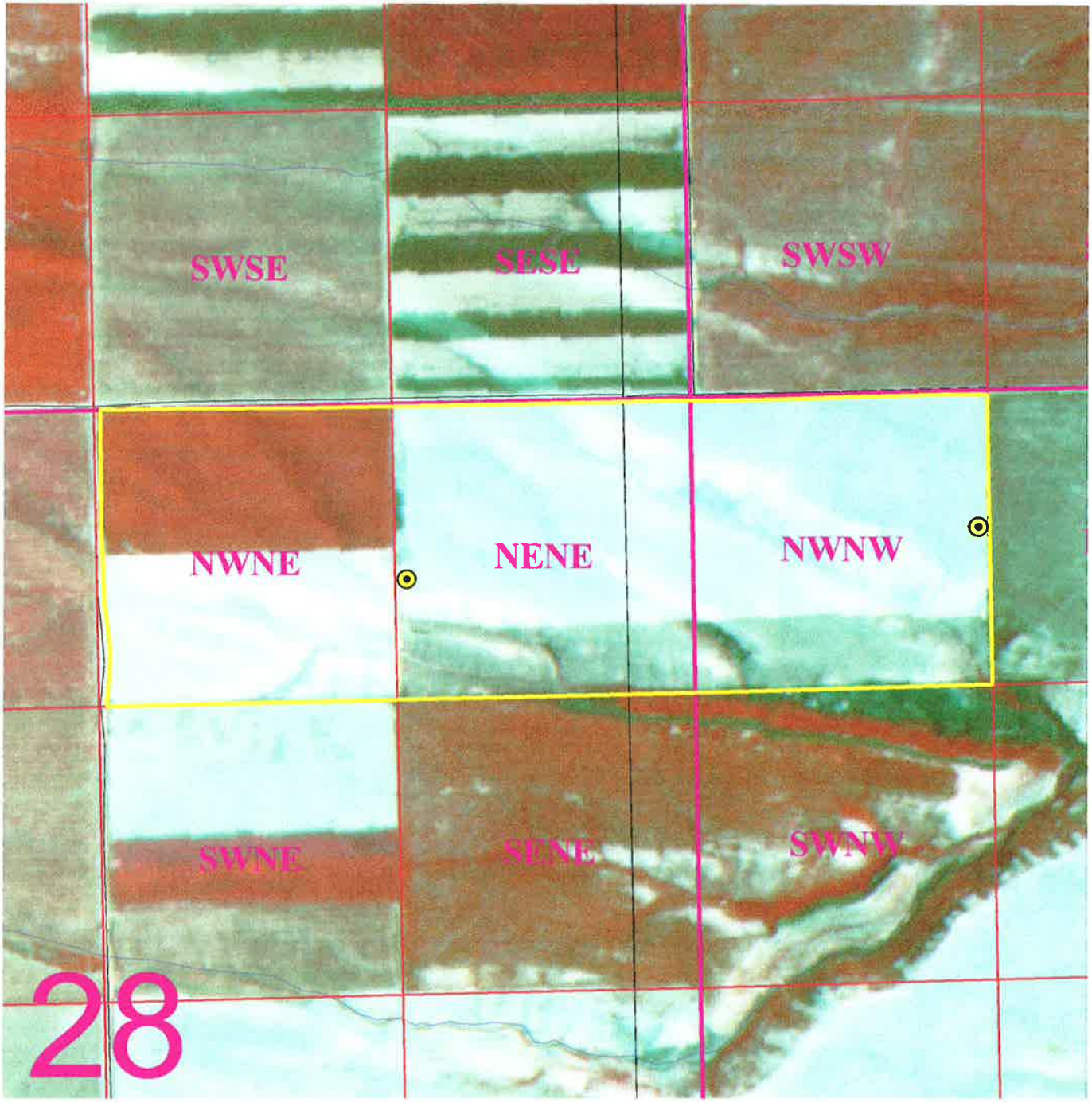
SCANNED APR 20 2005

RECEIVED

Water Right Claim Number A29-07196

07/06/2000

Township , 10S36E



Legend

- Irrigated Area
- Place of Diversion
- Section Line
- Quarter Section Line
- Roads
- Streams and Canals

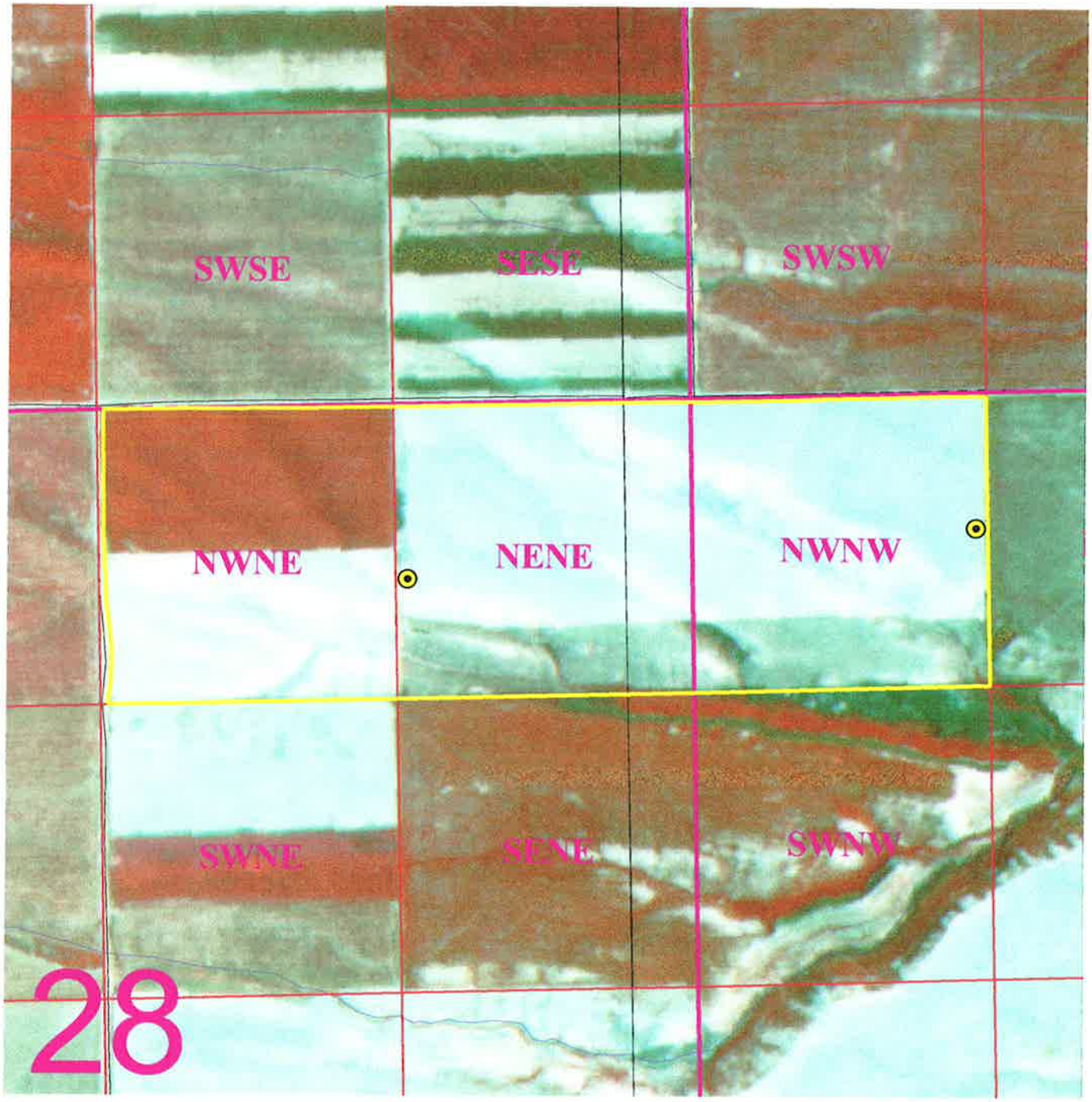
N

300 0 300 600 Feet

Water Right Claim Number A29-07196

07/06/2000

Township , 10S36E



Legend

- Irrigated Area
- Place of Diversion
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- Quarter Section Line
- Roads
- Streams and Canals

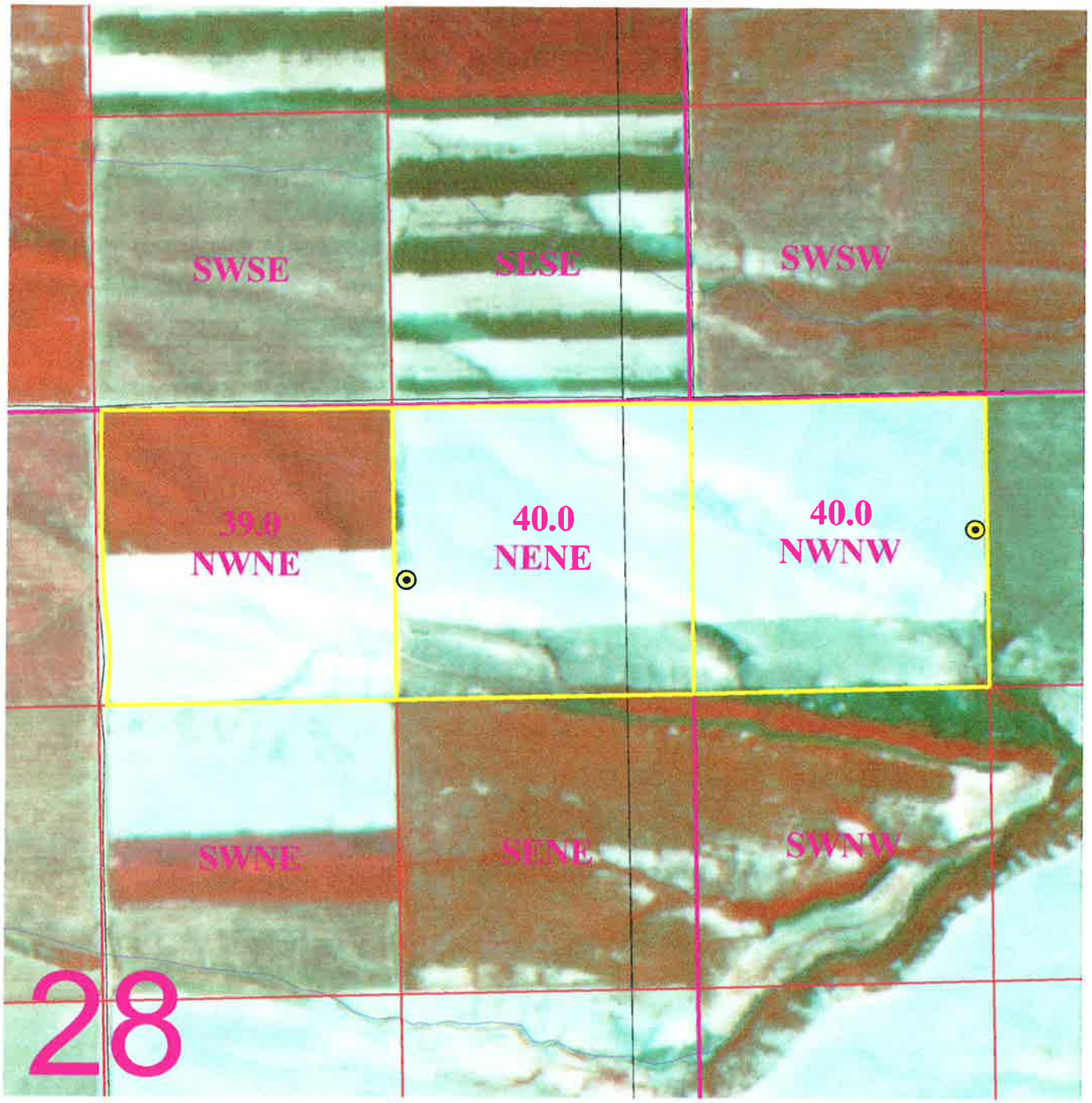
N

300 0 300 600 Feet

Water Right Claim Number A29-07196

07/06/2000

Township , 10S36E



Legend

- Irrigated Area
- Place of Diversion
- Section Line
- Quarter Section Line
- Roads
- Streams and Canals

N

300 0 300 600 Feet

SCANNED

MAY 2 2 2001

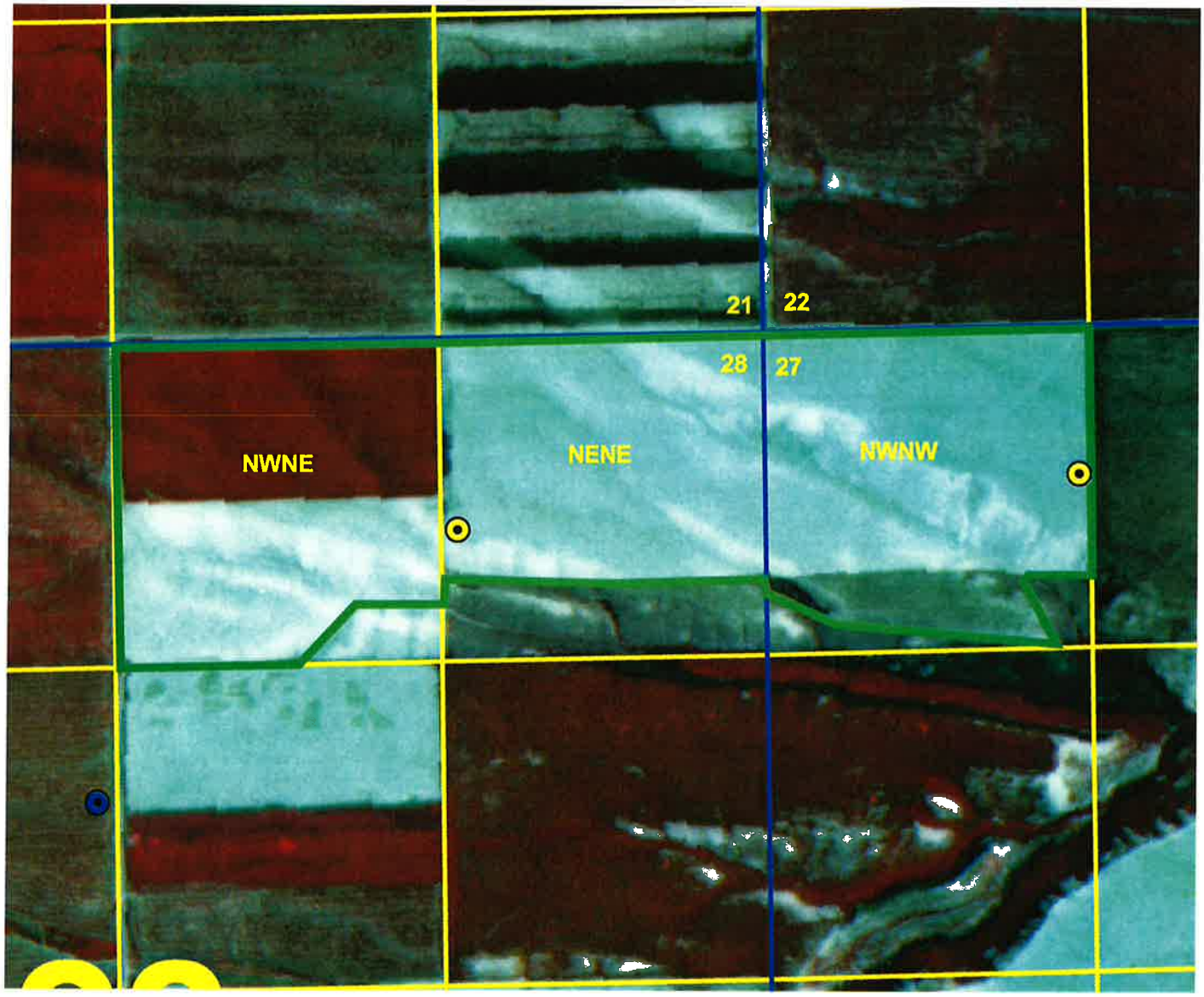
Log for claim A29-07196 **Spatial Dynamics BTD** **7/6/00**

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
10s36e	27	NWNW	35	40	Indiscernible
10s36e	28	NENE	31	40	Indiscernible
10s36e	28	NWNE	36	39	Indiscernible
Totals:			102	119	

IDAHO DEPARTMENT OF WATER RESOURCES

29-07196

T10S, R36E SEC ~~26~~ 28, 27



N

ACRES IRRIGATED- 102

POINT OF DIVERSION

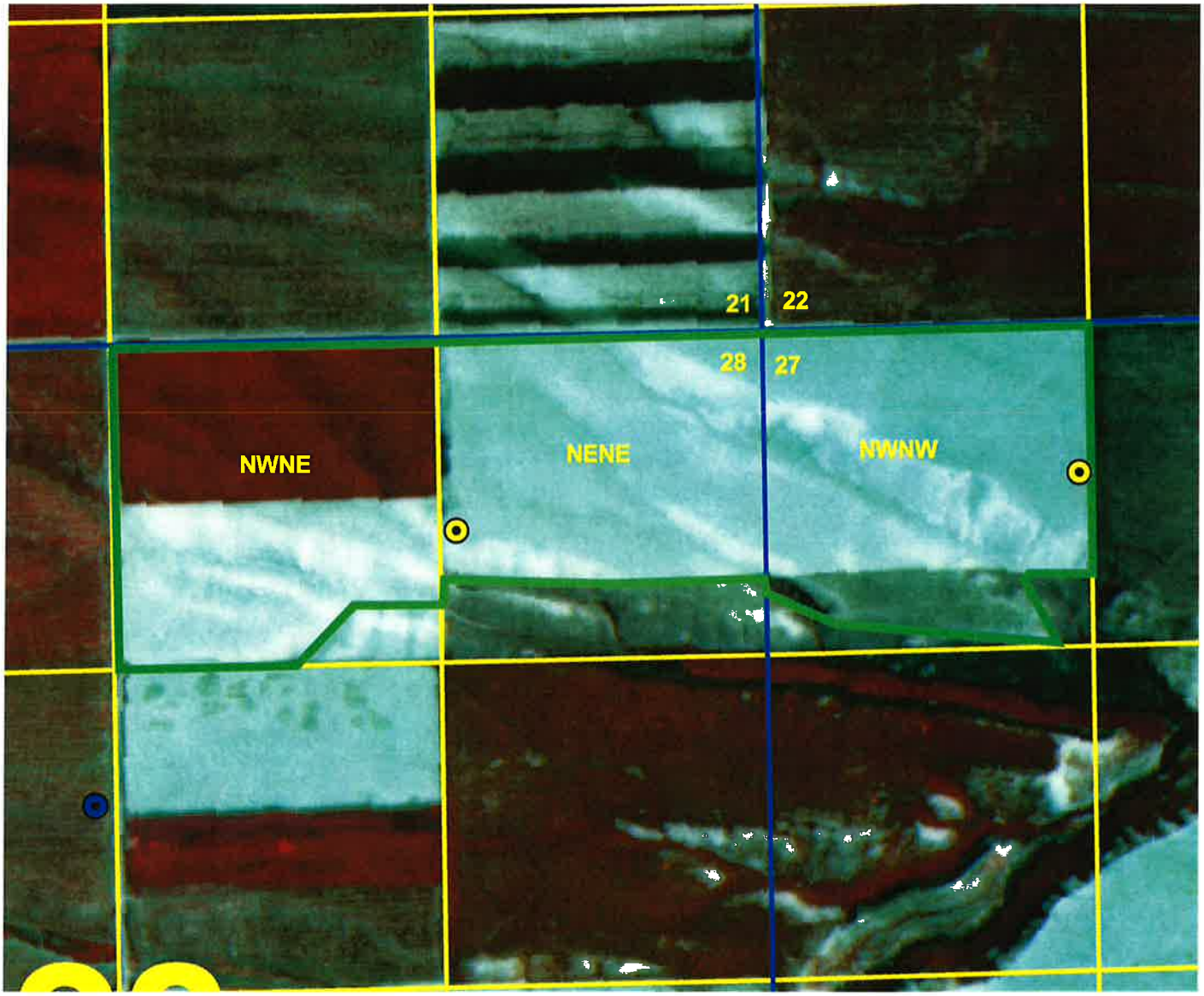
PLACE OF USE

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
DAVE CARLSON

IDAHO DEPARTMENT OF WATER RESOURCES

29-07196

T10S, R36E SEC ~~26~~ 28, 27



N

ACRES IRRIGATED- 102

POINT OF DIVERSION

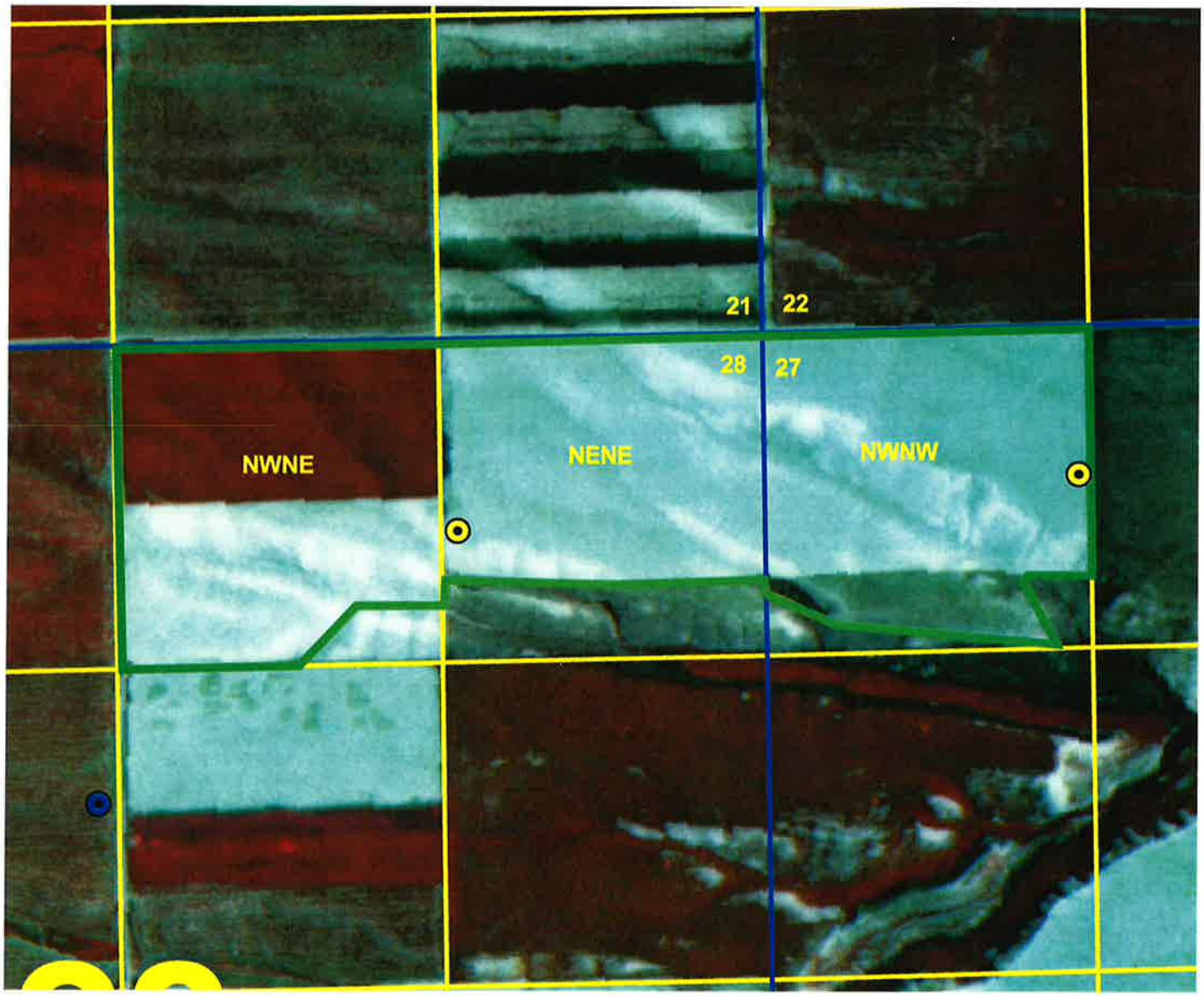
PLACE OF USE

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
DAVE CARLSON

IDAHO DEPARTMENT OF WATER RESOURCES

29-07196

T10S, R36E SEC ~~26~~ 28, 27



N

ACRES IRRIGATED- 102

POINT OF DIVERSION

PLACE OF USE

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
DAVE CARLSON

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	RICHARD LA MAR WALKER	05/21/1974	IRRIGATION	04-15	10-15	0.900 CFS	328.40 AFA
C	EVELYN L WALKER						
	PO BOX 9			TOTAL DIVERSION:		0.900 CFS	328.40 AFA
	ARIMO ID 83214						
	(801) 254-5145						

Water Source: GROUNDWATER . Tributary to: Stage: LICENSE

Point(s) of Diversion: T10S R36E S27 NWNW BANNOCK County
S28 NENE BANNOCK County

Place of use Legal Description for: IRRIGATION

	NE				NW				SW				SE				
T R S	NENE Lt Ac	NWNE Lt Ac	SWNE Lt Ac	SENE Lt Ac	NENW Lt Ac	NWNW Lt Ac	SWNW Lt Ac	SENW Lt Ac	NESW Lt Ac	NWSW Lt Ac	SWSW Lt Ac	SESW Lt Ac	NESE Lt Ac	NWSE Lt Ac	SWSE Lt Ac	SESE Lt Ac	SUM
10S 36E 27					35												35.0
10S 36E 28	31	36															67.0
																TOTAL ACRES	102.0

POU County: BANNOCK

Other Rights: 29-2512.

Conditions of Approval:

R63 - This right when combined with all other rights shall provide no
- more than 0.02 cfs per acre nor more than 3.5 afa per acre at the
- field headgate for irrigation of the lands above.

T07 - The right holder shall accomplish the change authorized by this
- transfer within one (1) year of the date of this approval.

T08 - Failure of the right holder to comply with the conditions of this
- transfer is cause for the Director to rescind approval of the
- transfer.

T09 - Approval of this transfer does not preclude the opportunity for
- review of the validity of the water right(s) in the ongoing
- Snake River Basin Adjudication.

T17 - Prior to diversion of water under this approval, the right holder
- shall provide a means of measurement acceptable to the Department
- from all authorized points of diversion which will allow
- determination of the total rate of diversion.

01M - After specific notification by the department, the right holder
- shall install a suitable measuring device or shall enter into an
- agreement with the department to determine the amount of water
- diverted from power records and shall annually report the
- information to the department.

Remarks: GEN CHANGED OWNERSHIP PER REQUEST/JH/2-20-98
TRANSFER 5209

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

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

Audit: 02/09/90 DCARLSON 07/26/94 THOMPSON 03/29/95 POST-STD 02/20/98 JHOAGLAN
12/22/99 DCARLSON

State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 29-7196 Priority May 21, 1974 Amount 0.90 cfs

THIS IS TO CERTIFY, that Howard L. Armstrong Jr.

of Pocatello, Idaho, has complied with the terms and conditions of Permit No. 29-7196 issued pursuant to Application for Permit dated May 21, 1974, and has submitted proof to the Department of Water Resources on September 21, 1979, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 0.90 cfs of water from a groundwater source, tributary to _____, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from April 1 to October 15	at 0.90 cfs	and 352.0 acre feet
_____	from _____ to _____	at _____ cfs	and _____
_____	from _____ to _____	at _____ cfs	and _____

(both dates inclusive)

Subject, however, to the condition that no more than 0.90 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 352.0 acre feet per year, said waters to be diverted within the NE¼NE¼, Section 28, Twp. 10S, Rge. 36E in the County of Bannock

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
10S	36E	27						35											35
		28	31	36															67

Total number of acres irrigated 102

102
×3.5
357

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, **Idaho Code**, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 28th day of July, 19 83.

MICROFILMED
MAY 07 1998

Director

46.

Identification No. 29 7196

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant HOWARD L. ARMSTRONG, JR.
   post office address TRAIL CREEK ROAD, Pocatello, Idaho
2. Source of water supply underground which is a tributary of _____
3. a. Location of point of diversion is ~~NW¼~~ NE¼ ~~NW¼~~ of NE ¼ of Section 28 Township 10 So.
   Range 36 E. B.M. Bannock County; additional points of diversion if any: _____
   NW¼NE¼, Sec. 28, T. 10S, R. 36E, B.M. NCY

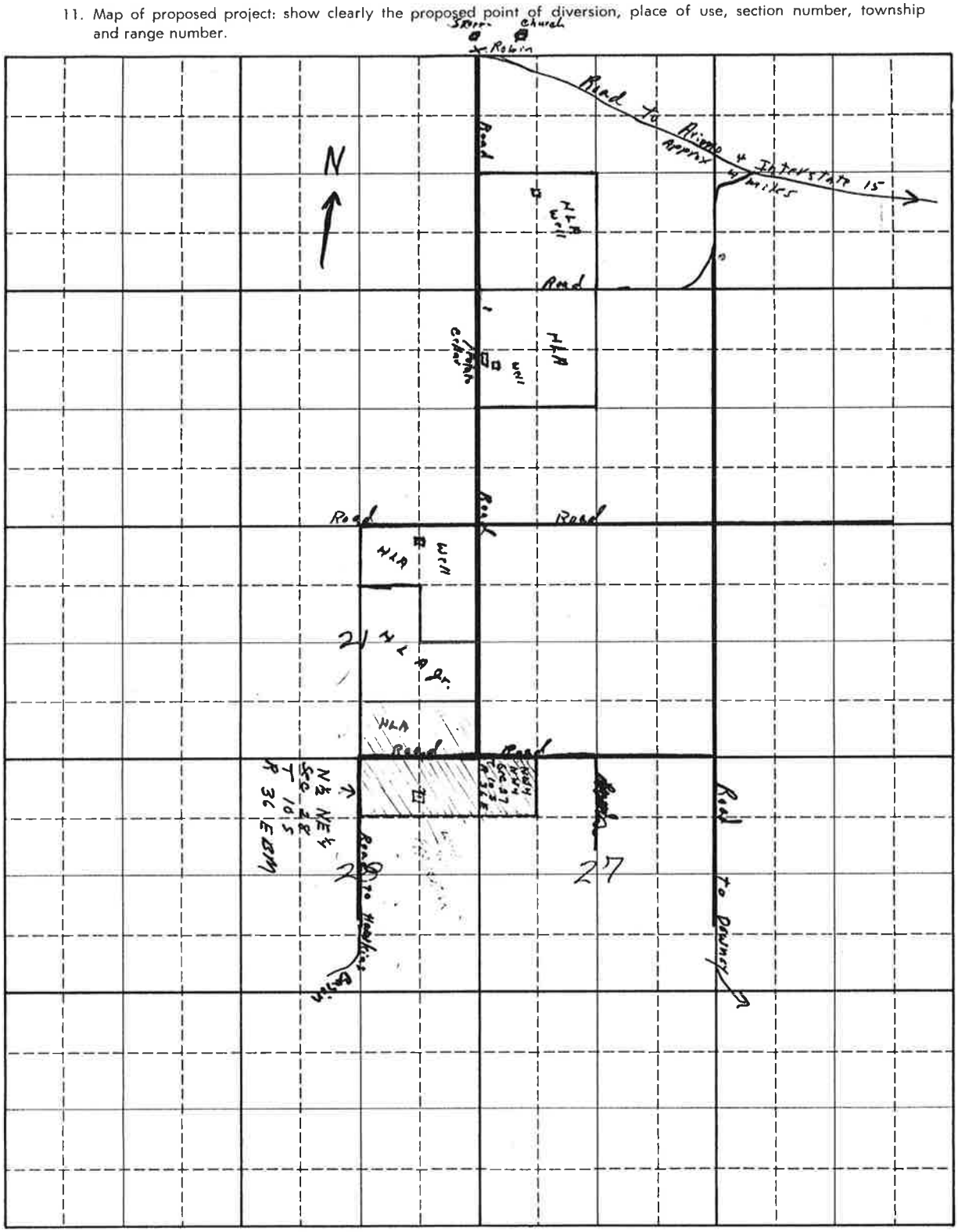
   b. If water is not consumed, it will be discharged into _____ at a point in _____ ¼
   of _____ ¼ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
   Amount 3.00 (cfs or acre-feet per annum) for irrigation purpose from 4-1- to 10-15 (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)
5. Total quantity to be appropriated:
   a. 3.00 cubic feet per second and/or
   b. _____ acre feet per annum.
6. Proposed diverting works:
   a. Description of ditches, flumes, pumps, headgates, etc. Pumped well with main line pipe and laterals for sprinkler irrigation

   b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
   Period of year during which storage will occur _____ (Mo. Day) to _____ (Mo. Day) inclusive.
   c. Proposed well diameter is 16 inches; proposed depth of well is 380 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
   b. Estimated construction cost is $ 30,000.00 .
8. Description of proposed uses:
   a. If water is **not** for irrigation:
      (1) Give the place of use of water: _____ ¼ of _____ ¼ of Section _____ Township _____
      Range _____ B.M.
      (2) Amount of power to be generated: _____ hp under _____ feet of head.
      (3) List number of each kind of livestock to be watered _____

      (4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
      (5) If water is to be used for other purposes describe: _____

29 7196

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Howard R. Amador
(Applicant)

29 7196

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5209
WATER RIGHT NO. 29-07196

This is to certify that: **RICHARD LAMAR WALKER**
EVELYN L WALKER
PO BOX 9
ARIMO ID 83214

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL VOLUME
IRRIGATION	04/15 to 10/15	* 0.90 CFS	* 326.7 AF

SOURCE

GROUNDWATER

Priority: 05/21/1974

LOCATION OF POINT(S) OF DIVERSION: NWNW , Sec. 27, Township 10S, Range 36E
NENE , Sec. 28, Township 10S, Range 36E
BANNOCK County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
10S	36E	27	NWNW	35					35
		28	NENE	31	NWNE	36			67
					Total number of acres irrigated:				102

CONDITIONS OF APPROVAL AND REMARKS

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
2. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

MICROFILMED
MAY 07 1998

TRANSFER NO. 5209
WATER RIGHT NO. 29-07196

CONDITIONS OF APPROVAL AND REMARKS

4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
* 6. The total instantaneous diversion of water from all points of diversion under Transfer 5209 shall not exceed 0.90 cfs, nor a total combined annual volume of 326.7 af.
7. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.

Dated this 20th day of April, 1998.

Chief, Water Allocation Bureau

MICROFILMED
MAY 07 1998

12-92

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5209

RECEIVED
APR 16 1998
Department of Water Resources

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Richard La Mar Walker and/or. Evelyn L Walker Phone (801) 254-5145

Post Office address P O Box 9 Arimo ID 83214

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
   ☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes New well will be used to irrigate small orchard & area surrounding home site.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1.

Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	
29-07196	5-21-1974	0.90	Irrig.	4-1	to 10-15
					to
					to
					to

2. Total amount of water being transferred 0.90 cubic feet per second and 352.0 acre-feet per annum.
3. Source of water groundwater. tributary to _____
4. ~~Point(s)~~ of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	NE	28	10S	36E	Bannock	
		NW	NW	27	10S	36E	Bannock.	New well

5. Lands irrigated or place of use: No Change.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
10S	36E	27						35											35.0
		28	31	36															67.0

MICROFILMED
MAY 07 1998

Total acres 102

Page _____ of _____

TRANS NO. 5209

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. **29-07196**

STAGE: **LICENSE**

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL VOLUME
IRRIGATION	04/01 to 10/15	0.90 CFS	352.0 AF

SOURCE

GROUNDWATER

Priority: 05/21/1974

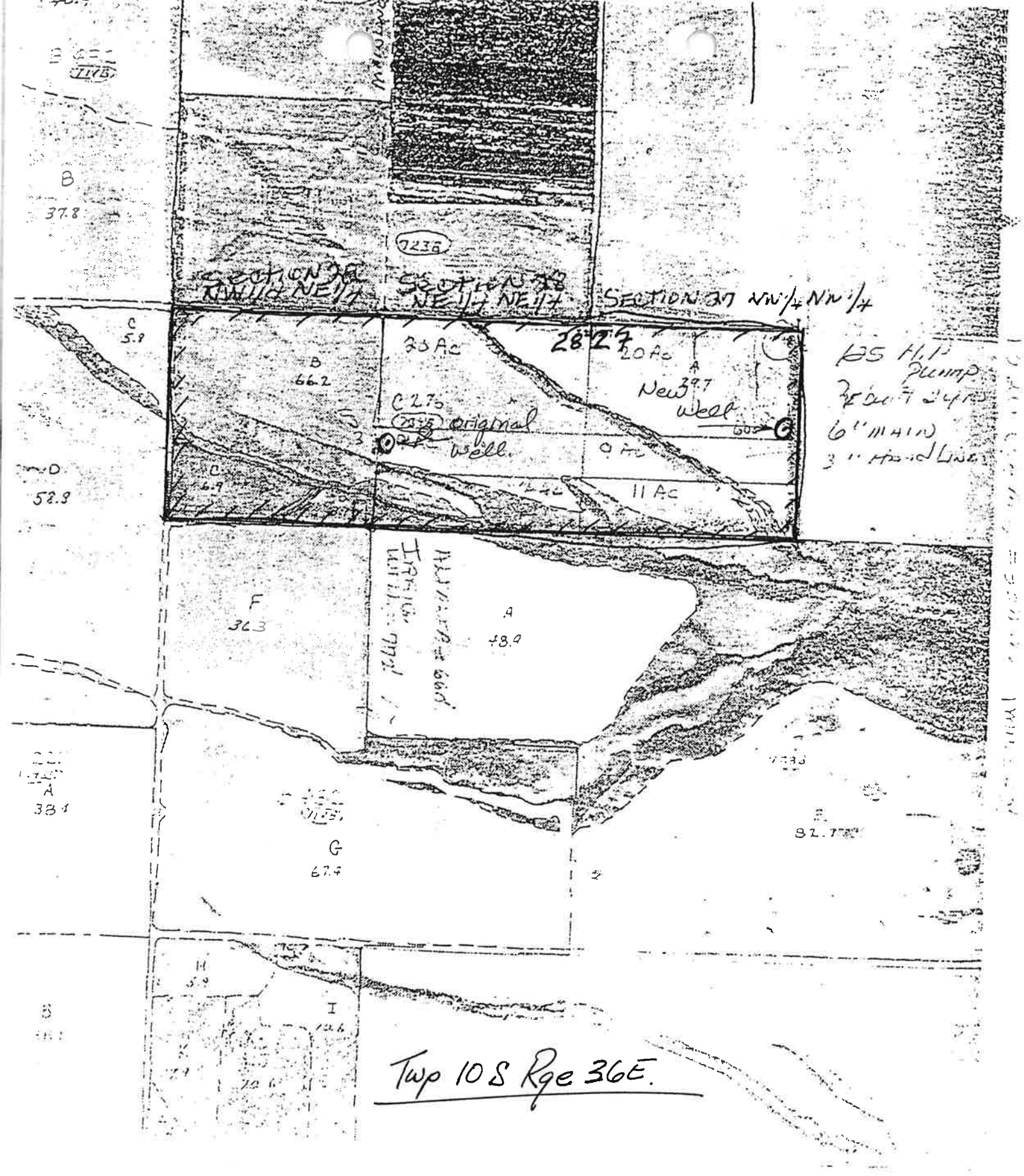
LOCATION OF POINT(S) OF DIVERSION: NENE , Sec. 28, Township 10S, Range 36E
BANNOCK County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
10S	36E	27	NWNW	35					35
		28	NENE	31	NWNE	36			67
					Total number of acres irrigated:				102

CONDITIONS/REMARKS:

MICROFILMED
MAY 07 1998



MICROFILMED
MAY 07 1998

29-07196

T5209

PART 3

B. CHANGES IN NATURE OF USE

1 New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
			_____ to _____
			_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

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

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

Richard L. Walker
Evelyn L. Walker, Pres.
(Signature of Applicant)

Subscribed and sworn to before me this 23 day of Feb, 19 98.

Ernest Carlson.
(Notary Public)

My commission expires 6-14-2000.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by EMC Date 2-23-1998 Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by EMC #E023909 Date 2-23-1998.

Published in The Idaho State Journal Copies of protest forwarded by _____

Pub. dates 3-5 & 3-12-1998 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☑ approval ☐ denial

_____ rec'd. _____ by DC

Copy of transfer sent to lien holder _____

MICROFILMED
MAY 07 1998

FHA NO. 18013630419 D 03

No. 9702238
Recorded at request of:
'97 DEC 30 PM 2 15
FIRST AMERICAN TITLE
Official Record Book 202
Bannock County Recorder
Fee 3.00 Deputy

00737

474040-gp
25282 #15291

Mail Taxe and Deed to
Richard LaMar Walker and Evelyn L. Walker
137551 South 6400 West
Herriman, UT 84065

WARRANTY DEED

97022385

For no consideration HOWARD L. ARMSTRONG, JR., and MARILYN H. ARMSTRONG, husband and wife, joint tenant hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto RICHARD LAMAR WALKER and EVELYN L. WALKER, husband and wife, joint tenant , hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to wit:

Bannock County, Idaho: Township 10 South , Range 36, E.B.M. Section 27: NW 1/4 NW 1/4, Section 28: NE 1/4 NE 1/4, NW 1/4 NE 1/4

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumberances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: 12-29-97

Howard L. Armstrong Jr.
Marilyn H. Armstrong

STATE OF Utah COUNTY OF Washington

On the 29th day of December, 1997

1996, before me, [illegible] a Notary Public for

said State, personally appeared Howard L. Armstrong, Jr.
and Marilyn H. Armstrong
known to be the persons whose names subscribed to

the within instrument, and acknowledged to me

that executed the same.

NOTARY PUBLIC
J. WES JENSEN
First American Title Company
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires 1/5/98
STATE OF UTAH

Notary Public

Residing at:
Commission Expires:

MICROFILMED
MAY 07 1998

AJ5809NP
No. A29-07196

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 02/23/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	RICHARD LA MAR WALKER	05/21/1974	IRRIGATION	04-01	10-15	0.90 CFS	352.00 AFA
C	EVELYN L WALKER						
	PO BOX 9						
	ARIMO ID 83214						
	(801) 254-5145				TOTAL DIVERSION:	0.90 CFS	352.00 AFA
					CONSUMPTIVE USE:		255.00 AFA

Water Source: GROUNDWATER Tributary to: Stage: LICENSE

Point(s) of Diversion: T10S R36E S28 NENE BANNOCK County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
10S	36E	27						35											35.0
10S	36E	28	31	36															67.0
																		TOTAL ACRES	102.0

POU County: BANNOCK

Non-Irrigation Uses: NONE

Other Rights: 29-2512.

Remarks: GEN CHANGED OWNERSHIP PER REQUEST/JH/2-20-98

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

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

MICROFILMED
MAY 07 1998

Form 219
12/79

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

27-7176
Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☐ Appointment letter mailed:			
☐ Telephone call made: (List Telephone No. used)			
☐ Appointment scheduled for: (Date, time, location)			

EXAMINATION

Date 7-10-81 Accompanied by Doyle Lowry Total Q measured 0.90 cfs
If source is surface water, estimate total flow of source
Methods of measurement McCrometer #5-8-115 Meets Permit requirements?

Measurement calculations:		
V = 102 acres x 3.5 = 357 afa	Meter reading - 400 gpm = 0.90 cfs (capacity) 102 acres @ 0.02 cfs = 2.04 cfs	V = 0.90 cfs x 1.9835 x 197 day V = 352 afa ✓

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	125	Westinghouse	7405	Johnston	NA	Meter		

System Description From well/pump to mainline running north + south to 3 handlines

*Code with map on reverse side. Disregard code if only one.

RECOMMENDED AMOUNTS

Irrigation requirement = 3.5 AFA/Acre

USE	Q (cfs)	V (afa)	FROM	TO
Irrigation	0.90 ✓	352 ✓	April 1	Oct. 15
Total				

Remarks
Theorical Calculation: Depth to wtr. est. 160' (based upon well log data)

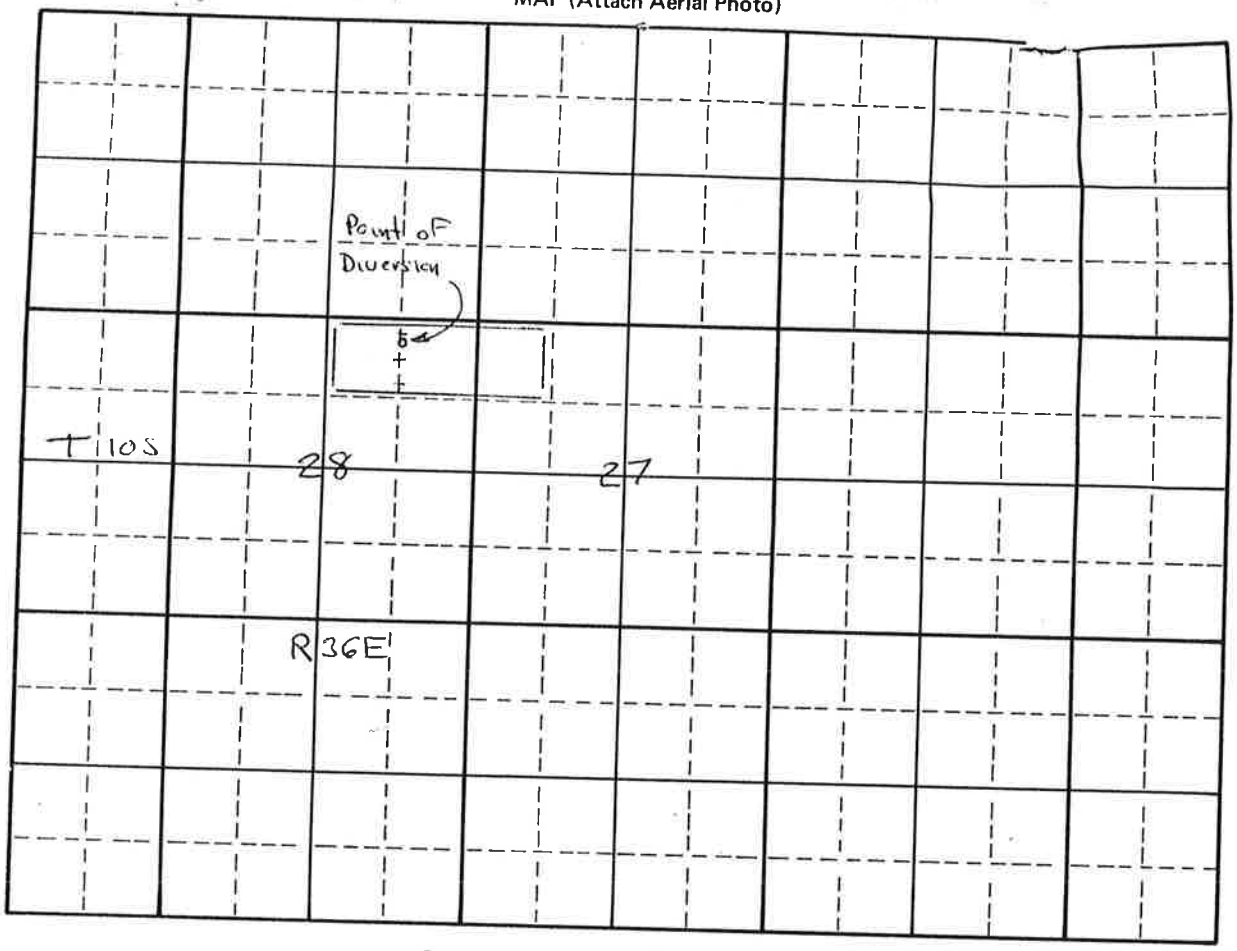
$Q_{LT} = \frac{.8(HP)8.8}{160 + 45(2.3)} = \frac{.8(125)8.8}{263.5} = \frac{880}{} = 3.34$ cfs

No Overlapping rights

$Q_{HP} = \frac{880}{160 + 80(2.3)} = \frac{880}{344} = 2.56$ cfs

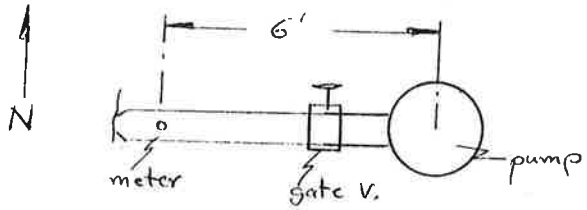
Jim

MAP (Attach Aerial Photo)



SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)



Point(s) of diversion: NE 1/4 of NE 1/4 Section 28 T 10S R 36E

Place(s) of Use

TWP.	RGE.	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
10S	36E	27						35											35
		28	31	36															67
																TOTAL			102

Recommended Amendments:

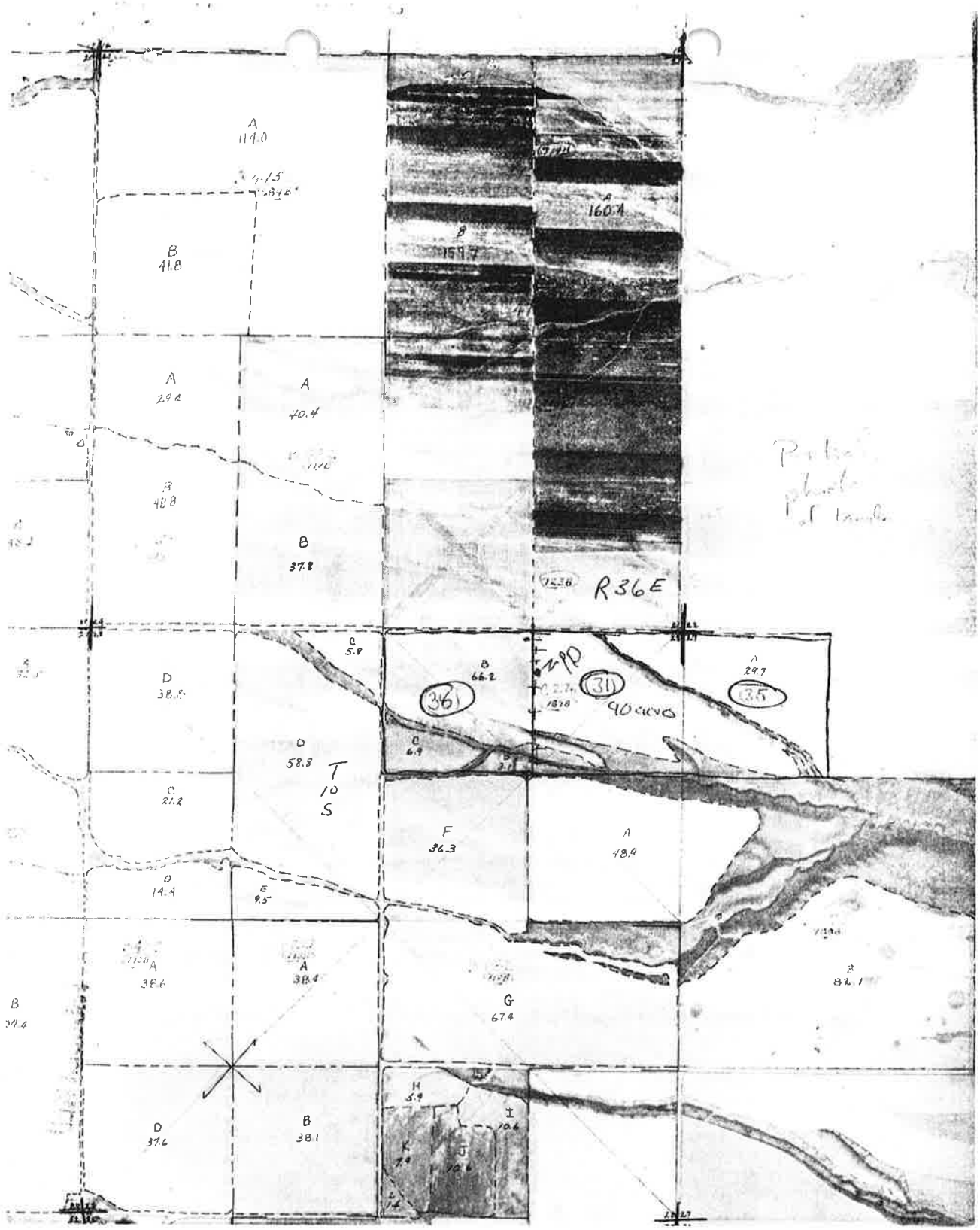
☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☑ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

Examiner's Signature R. W. Jones Date 12-24-81

Checked by KCW Date 1-12-82

Approved by [illegible] Date 1/6-83


A
114.0
B
41.8
A
160.4
B
159.7
A
29.6
A
40.4
B
48.8
B
37.8
R36E
C
5.8
B
66.2
361
31
40 acres
A
29.7
35
D
38.8
D
58.8
T
10
S
C
21.2
C
6.9
F
36.3
A
98.9
D
14.4
E
9.5
A
38.6
A
38.4
G
67.4
B
82.1
H
5.9
I
10.6
D
37.6
B
38.1
K
7.9
J
10.6

Eastern

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

RECEIVED
APR 2 4 1998
Department of Water Resources
Eastern Region

TRANSFER NO. 5209
WATER RIGHT NO. 29-07196

This is to certify that: **RICHARD LAMAR WALKER**
EVELYN L WALKER
PO BOX 9
ARIMO ID 83214

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL VOLUME
IRRIGATION	04/15 to 10/15	* 0.90 CFS	* 326.7 AF

SOURCE

GROUNDWATER

.90

Priority: 05/21/1974

LOCATION OF POINT(S) OF DIVERSION: NWNW , Sec. 27, Township 10S, Range 36E
NENE , Sec. 28, Township 10S, Range 36E
BANNOCK County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
10S	36E	27	NWNW	35					35
		28	NENE	31	NWNE	36			67
					Total number of acres irrigated:				102

CONDITIONS OF APPROVAL AND REMARKS

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
2. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

TRANSFER NO. 5209
WATER RIGHT NO. 29-07196

CONDITIONS OF APPROVAL AND REMARKS

4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
* 6. The total instantaneous diversion of water from all points of diversion under Transfer 5209 shall not exceed 0.90 cfs, nor a total combined annual volume of 326.7 af.
7. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.

Dated this 20th day of April, 1998.

Chief, Water Allocation Bureau

MEMORANDUM

TO: File 29-07196

FROM: Pam Skaggs/State Office

SUBJECT: Transfer 5209

DATE: April 20, 1998

Transfer 5209 adds a second point of diversion under Right 29-07196. The new point of diversion is an existing well drilled for domestic purposes in 1988 under Drilling Permit 29-98-E-0002-000, and upgraded for irrigation purposes by additional fee under Receipt E024040 on 04-13-98.

Season of use and diversion volume were adjusted to current standards. The standard season is 14 days shorter than the licensed season and reduced the volume based on the diversion rate. (0.90 x 183 days x 1.9835 = 326.7 afa. < 3.5 x 102 acres = 357.0 afa)

Recommended conditions include irrigation overlap, multiple points of diversion, measuring devices, future reporting and standard transfer conditions.

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

February 20, 1998

RICHARD & EVELYN WALKER
PO BOX 9
ARIMO ID 83214

RE: CHANGE IN OWNERSHIP FOR A29-07196

Dear Mr. & Mrs. Walker:

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

Jennifer Hoagland
Technical Records Specialist

Enclosure: Notice(s) of Claim

Form 42-248/42-1409(6) 8/30/96

DELOG JH 1-26-98
OK - JH/EC

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.

RECEIVED
JAN 2 6 1998
Department of Water Resources
Eastern Region

1. Water Right Number(s) A-29-07196

   Adjudication Claim Number(s) SAME

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

   A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

   AND

   B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

   OR

   C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Howard L. Armstrong 208-232-5812

   13244 West Trail Creek Road
   Pocatello ID. 83204

4. New Owner/Claimant(s) Richard La Mar Walker &/or Evelyn L. Walker

   Name connector (Check one): [ ] AND, [ ] OR, [ ] AND/OR

   New Mailing Address 1251 West Pilot Springs Road (P.O.Box 9 Arimo ID 83214)

   City, State and ZIP Code Robin, Idaho 83214

   New Telephone Number (801) 254 - 5145 present phone # SAME AT PRESENT

5. Date you acquired the property 29 Dec 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.

   Number of acres actually irrigated 102 Number and type of stock VARIABLE AT PRESENT

   Diversion rate in CFS 0.9cuft/s (cubic feet per second) Number of homes 1 Other uses alfalfa/grain production

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

7. Signature of New Owner/Claimant(s) Richard La Mar Walker Date 1/21/98

   Evelyn L. Walker Date 1-21-98

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

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

00737

No. 97022385
Recorded at request of:
'97 DEC 30 PM 2 18
FIRST AMERICAN TITLE
Official Record Book 202
Bannock County Recorder
Fee 3.00 Deputy

474040-gp
25282 #15291

Mail Taxe and Deed to
Richard LaMar Walker and Evelyn L. Walker
137551 South 6400 West
Herriman, UT 84065

WARRANTY DEED

97022385

For no consideration HOWARD L. ARMSTRONG, JR., and MARILYN H. ARMSTRONG, husband and wife, joint tenant hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto RICHARD LAMAR WALKER and EVELYN L. WALKER, husband and wife, joint tenant , hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to wit:

Bannock County, Idaho: Township 10 South , Range 36, E.B.M. Section 27: NW 1/4 NW 1/4, Section 28: NE 1/4 NE 1/4, NW 1/4 NE 1/4

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumberances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: 12-29-97

Howard L. Armstrong
Marilyn H. Armstrong

STATE OF Utah COUNTY OF Washington

On this 29th day of December, 1997

1996, before me a notary public in and for

said State, personally appeared Howard L. Armstrong, Jr. & Marilyn H. Armstrong
known to be the persons whose names subscribed to

the within instrument, and acknowledged to me

that executed the same.

NOTARY PUBLIC
J. WES JENSEN
First American Title Company
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires 1/5/98
STATE OF UTAH

J. Wes Jensen
Notary Public

Residing at:
Commission Expires:

COPY

Walker/Armstrong

FIRST AMERICAN TITLE COMPANY OF POCATELLO, INC.
420 SOUTH 4TH AVENUE/P.O. BOX 9 POCATELLO, IDAHO 83204
(208) 232-6224

December 31, 1997

RICHARD AND EVELYN WALKER:

Enclosed is your Policy of Title Insurance. This Policy contains important information about the Real Estate Transaction you have just completed. It is your guarantee of ownership. Please read it and retain it with your other valuable papers.

A complete and permanent file of the records concerning your transaction will be maintained in our office under the assigned policy number. These records will assure prompt processing of future title orders and save valuable time should you wish to sell or obtain a loan on your property. Visit or call any one of our many offices and simply give them your personal policy file number.

We appreciate the opportunity of serving you and will be glad to assist you in any way in regard to your future escrow or title service needs.

Sincerely,
FIRST AMERICAN TITLE COMPANY

Chris Bramwell By BJ

CHRIS BRAMWELL
Manager

Please Note:
We have not obtained copies of our "DEED" to date. We will forward you a copy shortly.
Thanks
RWalker

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

FIRST AMERICAN TITLE
COMPANY INC.
BY: Wm D

First American Title Insurance Company

BY Parker S. Kennedy PRESIDENT

ATTEST Mark R Arnesen SECRETARY

J 770518

SCHEDULE A

Order No. 25282

Policy No. J 770518

Amount of Insurance: **$100,000.00**

Premium **$590.00**

Date of Policy: **December 30, 1997, at 2:22 p.m.**

1. Name of Insured:

   RICHARD LAMAR WALKER and EVELYN L. WALKER

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

   A FEE SIMPLE

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

   RICHARD LAMAR WALKER and EVELYN L. WALKER, husband and wife

4. The land referred to in this policy is described as follows:

   Township 10 South, Range 36, E.B.M., BANNOCK COUNTY, IDAHO:
   Section 27: NW¼NW¼
   Section 28: NE¼NE¼, NW¼NE¼

SCHEDULE B

Order No. 25282

Policy No. J 770518

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SCHEDULE B

Order No. 25282

Policy No. J 770518

EXCEPTIONS FROM COVERAGE

PART I

SECTION 2

1. General Taxes for 2nd half 1997 and subsequent years.
Taxes which may be assessed and extended on any subsequent roll for the tax year 1997, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing line not yet due or payable.

2. Perpetual Easement for Electric Transmission and Distribution Circuits granted to Utah Power & Light Company recorded November 7, 1975, in Book 283, as Instrument No. 545390.
Affects portion of the NW¼NE¼ of Section 28

3. Right-of-way for Pilot Springs Road across the North boundary of said property.

4. Real Estate Mortgage dated December 23, 1997, to secure an indebtedness in the principal sum of $65,000.00, and any other amounts and/or obligations secured thereby.

Recorded:	December 30, 1997, Instrument No. 97022386
Mortgagor:	RICHARD LAMAR WALKER and EVELYN L. WALKER, husband and wife
Mortgagee:	FEDERAL LAND BANK ASSOCIATION OF UTAH, FLCA

5. Financing Statement covering fixtures.

Recorded:	December 30, 1997, Instrument No. 97022387
Debtor:	WALKER, RICHARD LAMAR WALKER, EVELYN L.
Secured Party:	FEDERAL LAND BANK ASSOCIATION OF UTAH, FLCA

END SCHEDULE B

/ct

FIRST AMERICAN

1889

First American Title Insurance Company

POLICY OF TITLE INSURANCE

FIRST AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPTEMBER 24, 1968
CALIFORNIA

REAL ESTATE PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY

REALTOR®

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT

EQUAL HOUSING OPPORTUNITY

ID# 10669 DATE 11-19-97

1. REAL ESTATE OFFICES:

Listing Agency RE/MAX Country — Selling Agency RE/MAX Country
MLS Office# — MLS Office#

Listing Agent Name Gene Hancock — Selling Agent Name Gene Hancock
MLS Agent # — MLS Agent #
Phone #(office) 237-6180 (home) 237-3608 — Phone #(office) (home)

2. BUYER AND LEGAL DESCRIPTION: Richard LaMar & Evelyn L Walker

(Hereafter called "**BUYER**") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as 160 ACRES City Robin County Bannock Idaho, Zip

legally described as: 80 ACRES - NE¼ NE¼ NW¼ NE¼ SE 40 ACRES NW¼ NW¼ All in Sec 27 of R-36-T-16-S

3. TOTAL PURCHASE PRICE: One Hundred Thousand and no/100 DOLLARS,

$ 100,000.00 payable upon the following **TERMS AND CONDITIONS** (Not including closing costs) :

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

$ 1000.00 **A. EARNEST MONEY:** BUYER hereby deposits One Thousand and no/100 DOLLARS as Earnest Money evidenced by: ☐cash ☑personal check ☐cashier's check ☐ note due ☐other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐Listing Broker ☑Selling Broker ☐other for the benefit of the parties hereto, and Gene Hancock (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be .

B. ALL CASH OFFER: ☐YES ☐NO If this is an all cash offer do not complete lines 25 through 47, fill blanks with N.A.

$? **C. NEW LOAN PROCEEDS:** This Agreement contingent upon BUYER obtaining: ☐FHA ☐VA ☐CONVEN ☐IHFA ☐RD ☐OTHER **FIRST LOAN** of $ not including mortgage insurance, with interest not to exceed % for a period of year(s) at: ☐fixed rate ☐other . BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than point(s). Any reduction in points shall first accrue to the benefit of the ☐BUYER ☐SELLER ☐Divided Equally. BUYER shall apply for such loan within business day(s) of SELLER's acceptance. Within business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than $100.

$? **D. ADDITIONAL FINANCIAL TERMS:**

☐Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

$ 99,000.00 **E. APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, not including closing costs, to be paid by BUYER at closing, In GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.** Any net difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual balances of said loans at closing of escrow shall be adjusted in ☑Cash ☐Other: .

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials ( ) ( ) Date SELLER's Initials ( )( ) Date

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USE BY ANY OTHER PERSON IS PROHIBITED.
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PROPERTY ADDRESS: 130 acr. Robin Rd ARMSTRONG, ID.P -ID#: 101669

5. ADDITIONAL TERMS AND/OR CONDITIONS: Buyer: to pay $ 6,000.00 at closing and balance of $ 49,000.00 Feb 10th 1998 interest to be 8% until paid in full.

Seller to Verify function and production for Buyers. of Existing well & pump.

6. OCCUPANCY: BUYER ☑ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights,ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. **The following additional items are specifically:**

A. INCLUDED IN THIS SALE: 15 H.P pump - Main Line and all Hand Line to Irrigate Property - water Rights for property and all Hydrant Locks.

B. EXCLUDED IN THIS SALE: None

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R.'S): BUYER is responsible to obtain and review a copy of the C.C.& R.'s (if applicable). BUYER has reviewed C.C.& R.'s. ☐Yes ☐No ☑N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐Yes ☐No ☑N/A Association fees/dues are $ _____ per _____

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be **voidable** at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials ( )( ) 1- -97 Date SELLER's Initials ( )( ) Date

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PROPERTY ADDRESS: 120 ACRES Robbins Rd ARMSTRONG PROP ID#: 10669

15. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ business day(s) of acceptance complete these Inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct Inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☐ to have inspection; ☑ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER **does not** within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all Inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER **does** within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written Inspection reports. SELLER shall have _____ business day(s) in which to respond in writing.
3. If SELLER does not respond within the strict time period specified, BUYER shall have _____ business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.
4. If BUYER **does not** give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all Inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the Inspections. **No Inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

16. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☑ N/A

17. LEAD PAINT DISCLOSURE: The subject property ☐ is ☑ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That BUYER hereby ☐ waives ☑ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That , if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. FINAL VERIFICATION OF CONDITION: BUYER shall have the right to make a final Inspection of the property approximately _____ day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☑ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within _____ business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. **The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.**

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy): The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of **public record** at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations **before** the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. **This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.**

Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☐ BUYER ☐ SELLER .

(E) The parties agree that FIDELITY ICOR Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER's Initials ( ) ( ) Date SELLER's Initials ( ) ( ) Date

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PROPERTY ADDRESS: 190 Acres Robinson Armstrong Prop. **ID#:** 10669

20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of $ 0 lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	✓				Title Ins. Standard Coverage Owner's Policy	✓	✓		
Closing Escrow Fee				✓	Title Ins. Extended Coverage Lender's Policy				✓
Attorney Contract/Document Preparation Fee/Cost			✓		Title Ins. Extended Coverage Owner's Policy				✓
Loan Document Preparation	✓				Septic Inspection				✓
Flood Certification Fee				✓	Septic Pumping				✓
Flood Tracking Fee				✓	Survey				✓
Loan Assumption Fee				✓	Well Inspection				✓
Tax Service Fee		✓			Appraisal Re-Inspection Fee				✓

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: **If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than Dec. 16th 1997
The parties agree that the "closing agency" for this transaction shall be 1st American
If a long-term escrow / collection is involved, then the long-term escrow holder shall be

28. POSSESSION: BUYER shall be entitled to possession ☑ upon closing or ☐ date _____ time _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.
BUYER's Initials ( ) ( ) 11-18-97 Date SELLER's Initials ( )( ) Date

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PROPERTY ADDRESS: 120 Acres Robinson - Armstrong Prop. **ID#:** 10669

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: NONE

30. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) Non Agent for the BUYER.

Selling broker acted as a(n) Non Agent for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) Agent for the SELLER.

Selling broker acted as a(n) Agent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 11-19-97 and (Time) 6:00p
If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature _____ BUYERSignature _____

BUYER (Print Name) _____ BUYER (Print Name) _____

Date 11-4-97 Time 5:22 PM Phone # 1-931-755-5145 Date _____ Time _____ Phone # _____

Address 12751 S. 3400 W. Address _____

City HEYBURN State IDT Zip 83336 City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge reciept of a true copy of this Agreement signed by both parties.

☐ **SIGNATURE(S) SUBJECT TO COUNTER OFFER** ☐ **SEE ATTACHED SELLER ADDENDUM**

☐ **SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES** ☐ **SEE ATTACHED COUNTER OFFER(S)**

SELLER Signature _____ SELLER Signature _____

SELLER (Print Name) _____ SELLER (Print Name) _____

Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received or this _____ day of _____, 19_____.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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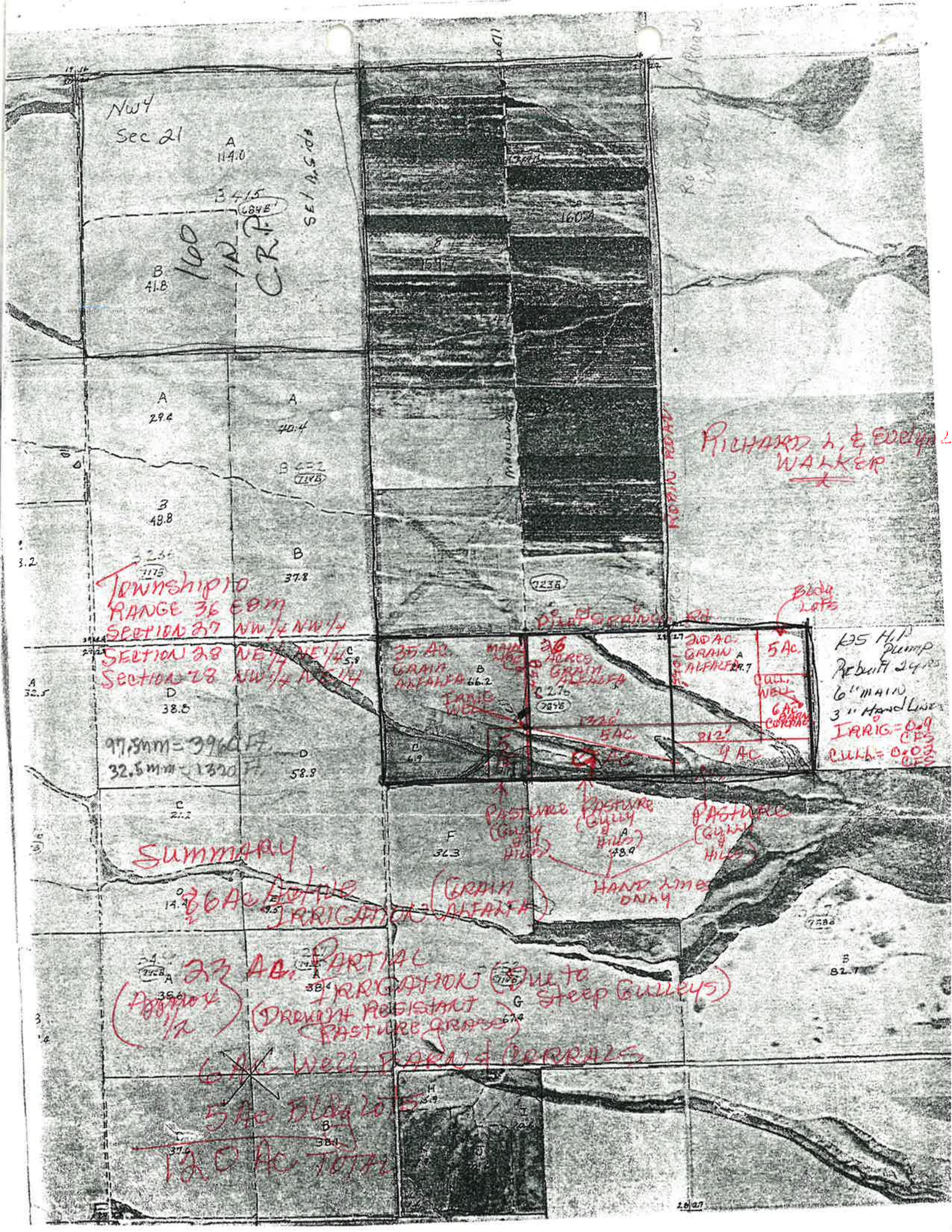
NW4
Sec 21
160
C.R.P.
RICHARD & EVELYN WALKER
Township 10
RANGE 36 EOM
SECTION 27 NW¼ NW¼
SECTION 28 NE¼ NE¼
SECTION 28 NW¼ NE¼
97.5mm = 3960 FT.
32.5mm = 1320 FT.
35 AC. GRAIN ALFALFA
36 ACRES GRAIN ALFALFA
5 Ac.
Bldg Lots
95 H.P. Pump
Rebuilt 1994
6" MAIN
3" Hand Line
IRRIG = 0.9 CFS
CULT = 0.02 CFS
PASTURE (GULLY & HILLS)
HAND LINES ONLY
SUMMARY
36 Ac. Total
IRRIGATED ALFALFA
23 AC. ARTIFICIAL IRRIGATION (Due to Steep GULLEYS)
(DROUGHT RESISTANT PASTURE GRASS)
6 AC. WELL, BARN & CORRALS
5 Ac. Bldg Lots
136 AC TOTAL

SCANNED

MAY 22 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: **A29-07196**
Date Received: 2/ 9/1990
Receipt No: E012011
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: RICHARD LA MAR WALKER 801-254-5145
   Address: PO BOX 9
   ARIMO ID 83214
   AND/OR
   Name: EVELYN L WALKER 801-254-5145
   Address: PO BOX 9
   ARIMO ID 83214

2. Date of Priority: MAY 21, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
10S	36E	27	NW NW		BANNOCK
		28	NE NE		BANNOCK

5. Description of diverting works:
   WELL, PUMP, PIPELINE & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.900		328.40

7. Total Quantity Appropriated is:
   0.900 C.F.S. (and/or) 328.40 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
10S	36E	27	NW	NW		IRR	35.0
					Section Acres		35.0
		28	NE	NE		IRR	31.0
			NW	NE		IRR	36.0
					Section Acres		67.0
					Total Acres		102.0

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:
29-2512.

14. Remarks:
CHANGED OWNERSHIP PER REQUEST/JH/2-20-98
TRANSFER 5209

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

RIGHT NUMBER: 29-7196

NAME AND ADDRESS: EVELYN L WALKER
PO BOX 9
ARIMO ID 83214

RICHARD LA MAR WALKER
PO BOX 9
ARIMO ID 83214

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.90 CFS
354.0 AFY

PRIORITY DATE: 05/21/1974

POINT OF DIVERSION:

T10S R36E S27 NWNW Within BANNOCK County

T10S R36E S28 NENE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/15	0.900 CFS 354.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER AFTER [OCTOBER 15] UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE:

IRRIGATION Within BANNOCK County

T10S R36E S27	NWNW	35.0	T10S R36E S28	NENE	31.0
T10S R36E S28	NWNE	36.0			

102 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: License

POINT OF DIVERSION REVIEW SHEET

CLAIM NUMBER: A29-07196

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A29-07196	10S	36E	27		NW	NW			BANNOCK		
A29-07196	10S	36E	28		NE	NE			BANNOCK		

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX	R PREFIX
NONE	NONE

WR RECORDS IN SAME 40 ACRE TRACT

NONE

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
29-07196	10S	36E	28		NE	NE			BANNOCK		
29-07196	10S	36E	27		NW	NW			BANNOCK		

OTHER WR RECORDS WITH SAME WR POD

NONE

AJ CLAIMS IN SAME 40 ACRE TRACT

A PREFIX	R PREFIX
NONE	NONE

SOURCE: GROUNDWATER

TRIB:

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A(___) Y(___) N(___)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A(___) Y(___) N(___)

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y(___) N(___)

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(___) Y(___) N(___)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y(___) N(___)

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y(___) N(___)

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM _____) Y(___) N(___)

AJ FIELD EXAM (DATE OF FIELD EXAM _____ NAME OF EXAMINER _____) Y(___) N(___)

OTHER (DESCRIBE IN NOTES BELOW)

POINT OF DIVERSION REVIEW SHEET CONTINUED

CLAIM NUMBER: A29-07196

NOTES: _____

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (___)

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NBR
10S	36E	27		NW	NW			BANNOCK		
10S	36E	28		NE	NE			BANNOCK		
___	___	___	___	___	___	___	___	_____	_____	_____
___	___	___	___	___	___	___	___	_____	_____	_____
___	___	___	___	___	___	___	___	_____	_____	_____
___	___	___	___	___	___	___	___	_____	_____	_____
___	___	___	___	___	___	___	___	_____	_____	_____
___	___	___	___	___	___	___	___	_____	_____	_____

SOURCE: GROUNDWATER TRIB:

REVIEWED BY: _____ DATE: _____

SYSTEM DESCRIPTION: DESCRIBED BELOW (___), SEE LICENSE FILE (___), OR SEE ATTACHMENT (___)

A. ROOT WATER RIGHT NUMBERS: A29-07196

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES		WR #/ACRES		LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
10S	36E	27	NW	NW		WALKER, RICHARD LA MAR	A29-07196	/ 35.0	29-07196	/ 35.0			
10S	36E	28	NE	NE		WALKER, RICHARD LA MAR	A29-07196	/ 31.0	29-07196	/ 31.0	10.0		
10S	36E	28	NW	NE		WALKER, RICHARD LA MAR	A29-07196	/ 36.0	29-07196	/ 36.0	26.0		

ADDITIONAL POU FOUND

TOTAL ACRES	A29-07196	102.00	102.00	36.00	

POU COUNTY: BANNOCK

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED? Y(___) N(___)

* IF YES, ARE THESE TRACTS LISTED ABOVE (___), OR ARE THEY LISTED ON AN ATTACHED SHEET (___)

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

NO CLAIMS FOUND WITH SAME POU AND IRRIGATION USAGE

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE? Y(___) N(___)

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: 29-2512.

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(___) Y(___) N(___)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS? N/A(___) Y(___) N(___)

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM? Y(___) N(___)

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT? Y(___) N(___)

CHECK DOCUMENTS USED TO VERIFY POU: ( ) ORTHOPHOTOQUAD, IDWR NO. _____; ( ) TOPOGRAPHIC QUAD, IDWR NO. _____;

( ) NAPP, IDWR NO. _____; ( ) ASCS PHOTO; ( ) OTHER _____

NOTES: _____

RECOMMENDATIONS:

TOTAL ACRES: _____ N/A(___)

REVIEWED BY: _____ DATE: _____

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	RICHARD LA MAR WALKER	05/21/1974	IRRIGATION	04-01	10-15	0.90 CFS	352.00 AFA
C	EVELYN L WALKER						
	PO BOX 9						
	ARIMO ID 83214						
	(801) 254-5145						
					TOTAL DIVERSION:	0.90 CFS	352.00 AFA
					CONSUMPTIVE USE:		255.00 AFA

Water Source: GROUNDWATER Tributary to: Stage: LICENSE

Point(s) of Diversion: T10S R36E S28 NENE BANNOCK County

Place of use Legal Description for: IRRIGATION

	NE				NW				SW				SE				
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T R S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
10S 36E 27						35											35.0
10S 36E 28	31	36															67.0
																TOTAL ACRES	102.0

POU County: BANNOCK

Non-Irrigation Uses: NONE

Other Rights: 29-2512.

Remarks: GEN CHANGED OWNERSHIP PER REQUEST/JH/2-20-98

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

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

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: **A29-07196**
Date Received: 2/09/1990
Receipt No: EQ12011
Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HOWARD L. ARMSTRONG, JR. 208-232-5812
   Address: P.O. BOX 4153
   POCATELLO, ID 83205

A29-07196

2. Date of Priority: MAY 21, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
10S	36E	28	NE NE		BANNOCK

5. Description of diverting works:
   WELL, PUMP, PIPELINE & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S (or)	A.F.A.
IRRIGATION	04/01	10/15	0.900	352.00

7. Total Quantity Appropriated is:
   0.900 C.F.S. (and/or) 352.00 A.F.A.

8. Total consumptive use is 255.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10S	36E	27	NW NW		IRR	35.0
				Section Acres		35.0

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
10S	36E	28	NE	NE		IRR	31.0
			NW	NE		IRR	36.0
						Section Acres	67.0
						Total Acres	102.0

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:
29-2512.

14. Remarks:

15. Basis of Claim: LICENSE

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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 X 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): [signature] Date: 2-9-90

_____ Date: _____

State of Idaho)
) SS.
County of Bonneville)

Subscribed and sworn (or affirmed) before me this 9 day of Feb 1990

[signature]
Notary Public

Seal

Residing at Idaho Falls, ID.

My Commission Expires 6-14-1994

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