

IDAHO DEPARTMENT OF WATER RESOURCES 01/23/2002
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

NAME AND ADDRESS: RANDY ERICKSON
5676 W OLD HIGHWAY 91
POCATELLO ID 832047311

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.08 CFS
8.6 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 02/21/1961

POINT OF DIVERSION:

T07S R35E S23 NWNESW Within BANNOCK 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 0.60 AFY
IRRIGATION	04/01 10/31	0.040 CFS 8.00 AFY

PLACE OF USE: IRRIGATION Within BANNOCK County

T07S R35E S23 NESW 2.1

DOMESTIC same as IRRIGATION

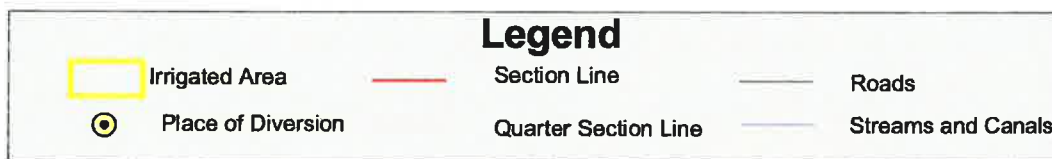
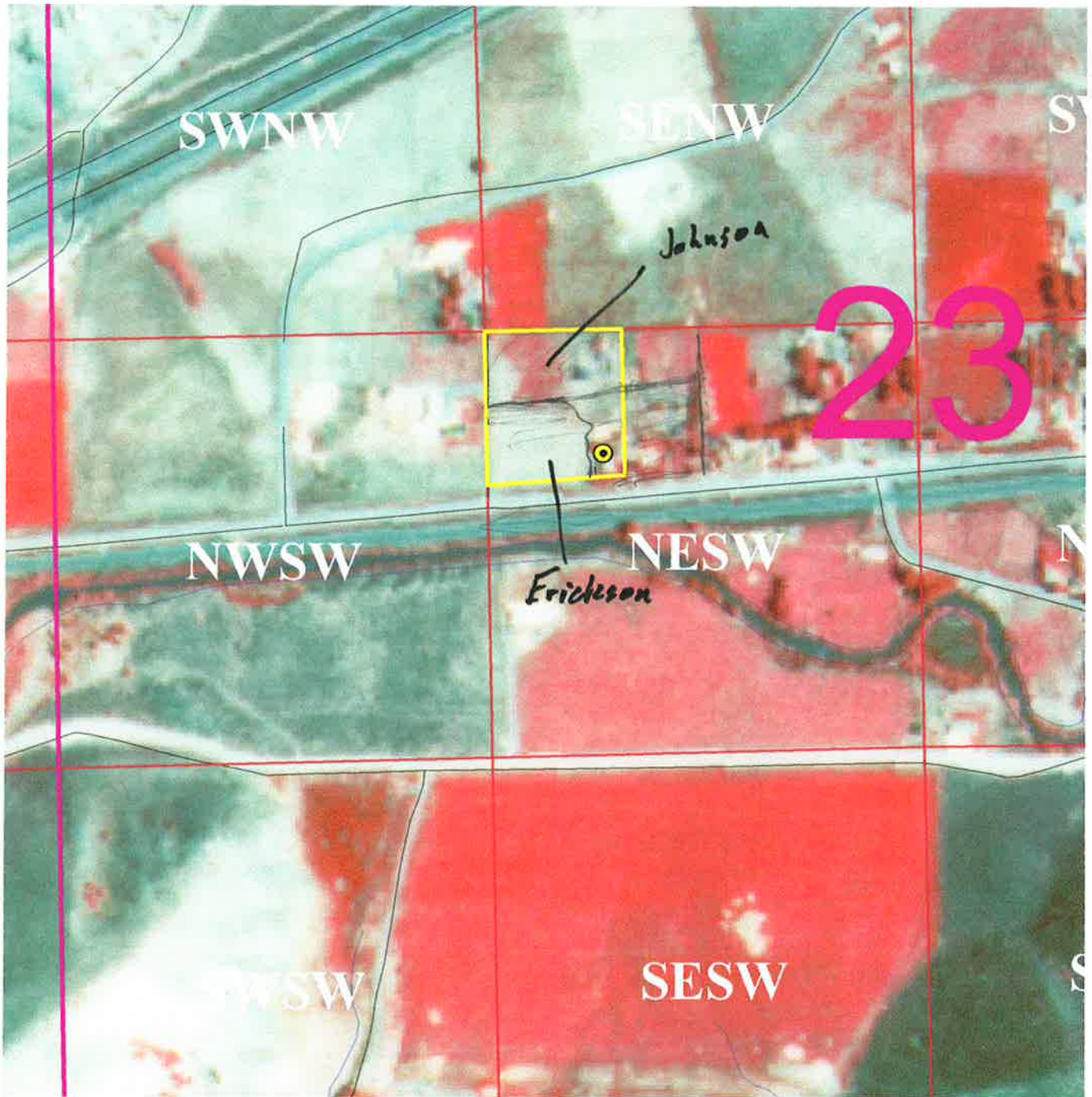
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use
PARCEL #: RRBLR000101

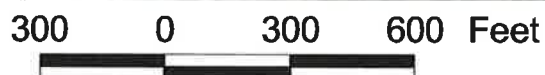
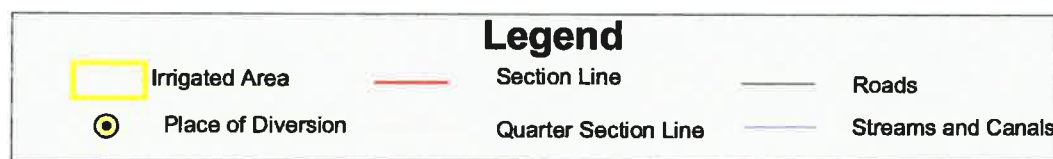
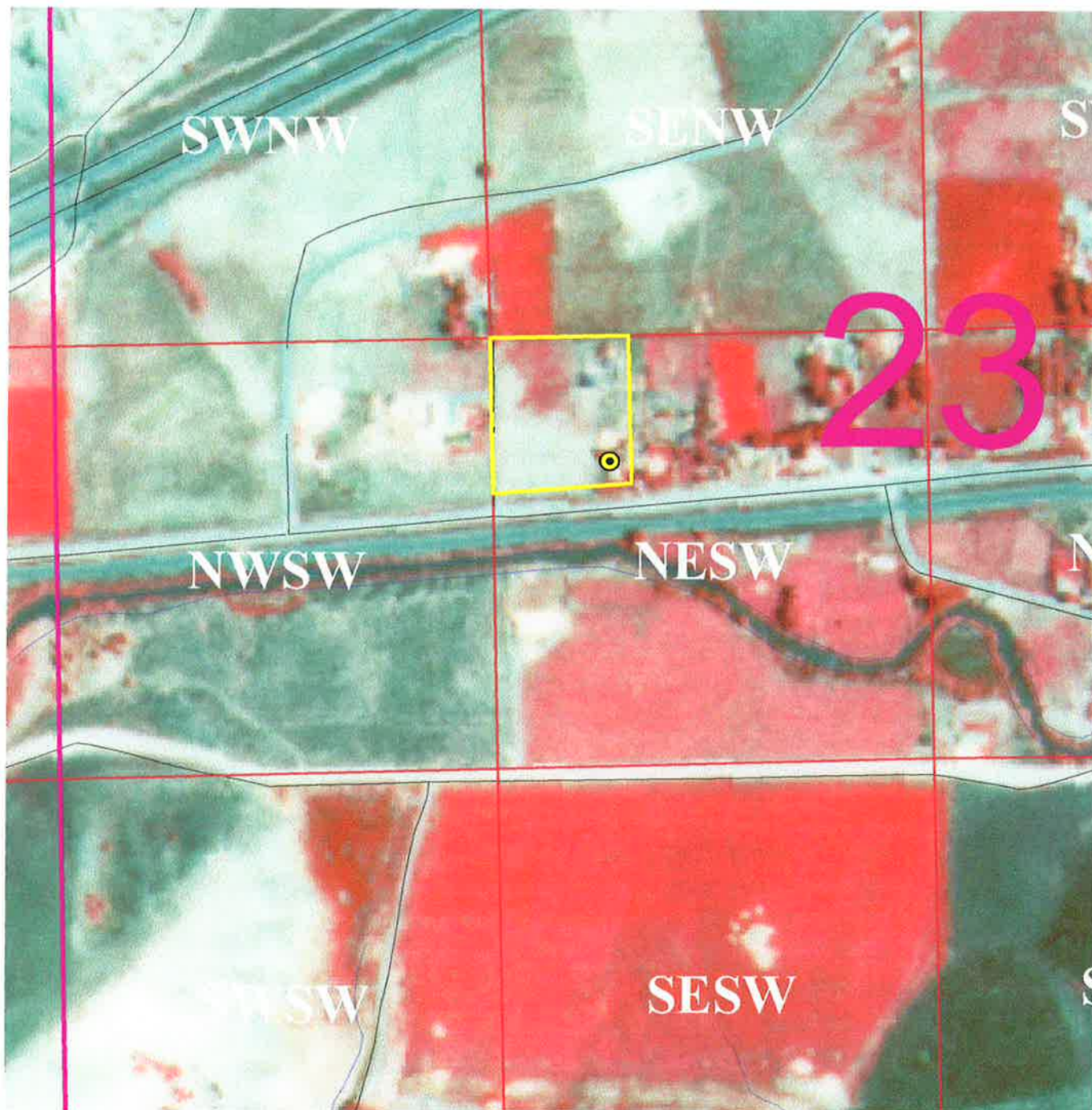
Water Right Claim Number A29-10447
Township , 7S35E

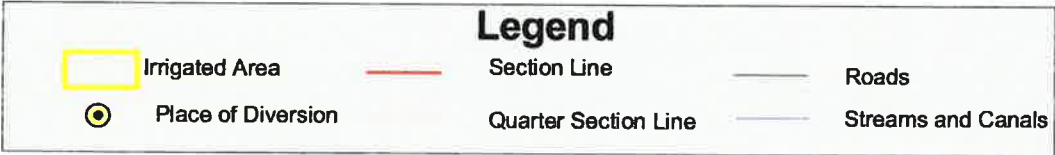
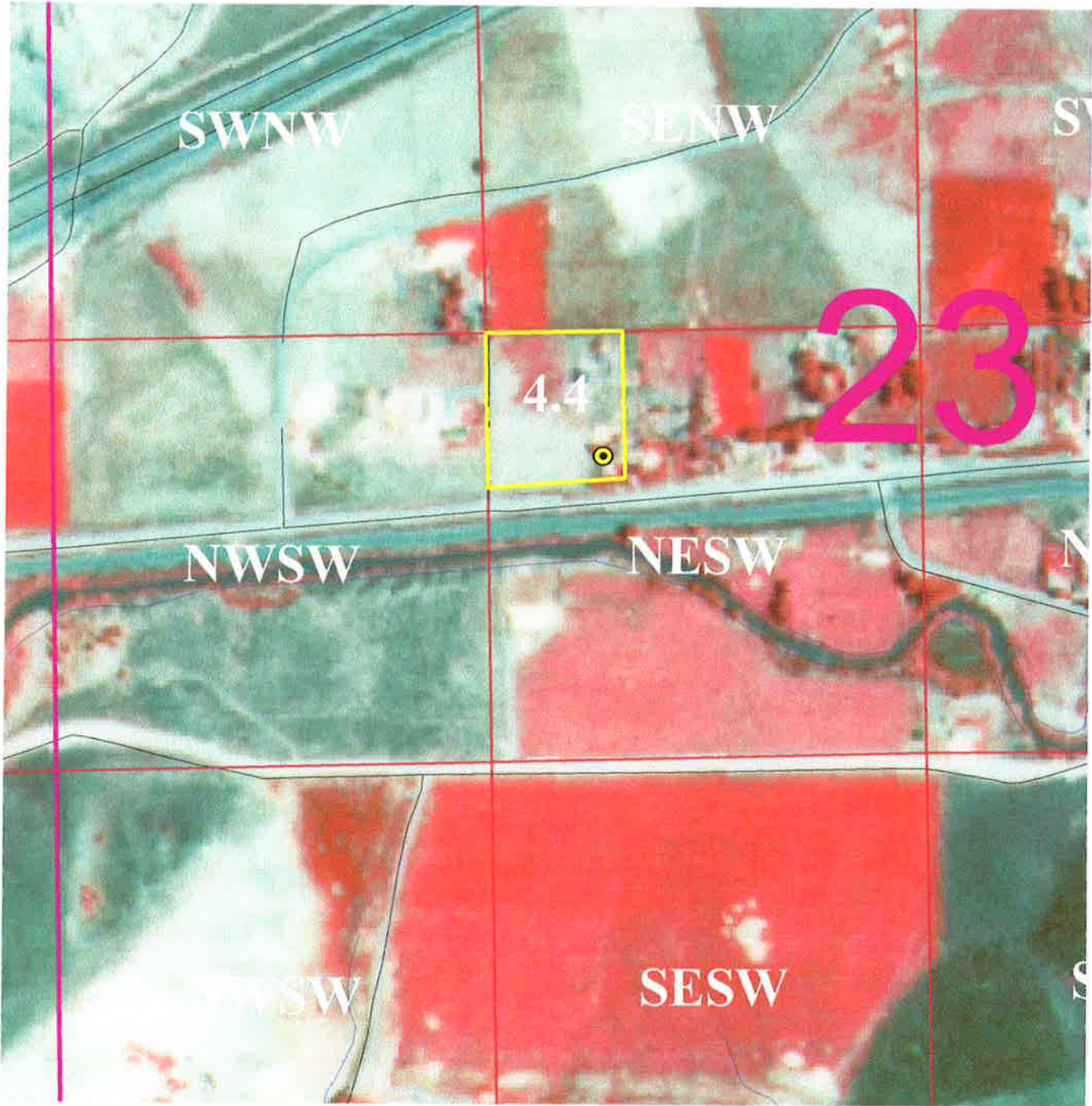
09/12/2000



Water Right Claim Number A29-10447
Township , 7S35E

09/12/2000







STATE OF IDAHO

Department of Water Resources
Eastern Region

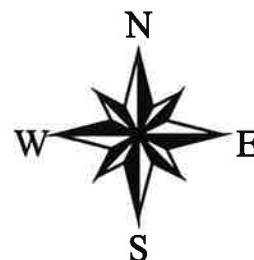
Water Right(s): 29-10447



0 1320 Feet

Total Irrigated Acres: 2.1

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



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: April 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 3, 2001

RANDY L ERICKSON
5676 W OLD HWY 91
POCATELLO ID 83204-7311

RE: CHANGE IN OWNERSHIP FOR A29-10447

Dear Mr. Erickson:

It has come to our attention that you may have recently purchased a tract of land in Bannock County. The property to which I am referring was most recently owned by Edward Hager. The legal description is as follows:

T07S R35E S23 NE1/4 SW1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed with legal description and an aerial photo of the property you have purchased.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Cheri Vandermeulen

Cheri Vandermeulen
Records Clerk

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 3, 2001

ANITA KAY JOHNSON
115 MOUNTAIN DR
POCATELLO ID 83204-4722

RE: CHANGE IN OWNERSHIP FOR A29-10447

Dear Ms. Johnson:

It has come to our attention that you may have recently purchased a tract of land in Bannock County. The property to which I am referring was most recently owned by Edward Hager. The legal description is as follows:

T07S R35E S23 NE1/4 SW1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed with legal description and an aerial photo of the property you have purchased.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

Enclosure(s)

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	29-10447				
	~~29-4469~~				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) Edward Hager
4. New Owner/Claimant(s) Randy L. Erickson
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 5676 W Old Hwy 91
- City, State and ZIP Code Inkom ID 83245
- New Telephone Number (208) 775-3726
5. Date you acquired the property ~~April 1997~~ March 1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s).** Please enter the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3**.
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

5-1
**DEED OF TRUST
AND ASSIGNMENT OF RENTS** **99007266**

THIS DEED OF TRUST (the "Security instrument") is made this 1st day
of APRIL, 1999.

between RANDY L. ERICKSON AND TERESSA ERICKSON, HUSBAND AND WIFE (herein "Grantor")

whose address is 5676 WEST OLD HI 91 INKOM IDAHO 83245

FIRST AMERICAN TITLE CO POCATELLO IDAHO 83204 (herein "Trustee")

Ireland Bank, (Herein "Beneficiary") whose address is BOX 277 INKOM IDAHO 83245

Grantor, in consideration of the indebtedness herein recited and the trust herein created irrevocably grants and conveys to Trustee, in trust, with power
to the real property, commonly known as 5676 WEST OLD HI 91

INKOM IDAHO located in the County of BANNOCK

of Idaho, and particularly described as follows, and containing not more than twenty acres:

ALL OF THE SOUTH ONE HALF OF TRACT 1, BLACK ROCK SUBDIVISION, BANNOCK COUNTY,
IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights of way, appurtenances, fixtures now or
after attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered
by this Deed of Trust and all rents issued and profits thereof; all of the foregoing, are herein referred to as the "Property";

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by Grantor's Note of even date (herein "Note"), in the principal sum
THIRTY EIGHT THOUSAND EIGHT HUNDRED TWENTY SIX DOLLARS AND 85/100-----

\$38,826.85 with interest thereon, and the final payment, if not sooner paid, due and payable
on APRIL 1, 2014; and to secure

payment of any and all extensions or renewals, and successive extensions or renewals of the Note or of the indebtedness represented by the same, and
any other indebtedness at any time secured by this Security Instrument, whether represented by notes, drafts, open account or otherwise, and all the interest
thereon, all of which extensions or renewals shall be optional with the Beneficiary, but at the Beneficiary's option may be made by new Notes or
otherwise, and at, before, or after maturity, and for all of which this Security Instrument shall stand as a continuing security until paid; and (b) the payment
of other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the
covenants and agreements of Grantor herein contained.

UNIFORM COVENANTS. Grantor and Beneficiary covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Grantor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the
Note and late charges as provided in the Note.

2. PAYMENT OF TAXES AND INSURANCE. In the event Grantor fails to pay any installment of taxes or hazard insurance for 30 days after the same
are due, upon written request of Beneficiary, Grantor shall pay to Beneficiary in addition to the monthly installments of principal and interest are payable
on the Note, until the Note is paid in full, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may attain priority over this Security
Instrument, plus one-twelfth (1/12) of yearly premium installments for hazard insurance, ("Funds" herein) all as reasonably estimated initially and from time
to time by Beneficiary on the basis of prior taxes and assessments and insurance statements or the reasonable estimates thereof.

Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual
statement showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security
for sums secured by this Security Instrument.

If the amount of the Funds held by Beneficiary, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments,
insurance premiums shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess
shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor on monthly installments of Funds. If the amount of the Funds held by
Beneficiary shall not be sufficient to pay taxes, assessments, and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary
to make up the deficiency within 30 days from the date notice is mailed by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Security Instrument, Beneficiary shall promptly refund to Grantor any Funds held by Beneficiary.

3. APPLICATION OF PAYMENTS. All payments received by Beneficiary under paragraphs 1 and 2 hereof shall be applied by Beneficiary first in payment
of amounts payable to Beneficiary by Grantor under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note.

4. HAZARD INSURANCE. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards
included within the term "extended coverage" in the amount satisfactory to Beneficiary with loss payable to Grantor and Beneficiary according to their respective
interests at the time of loss. Proof of such coverage is in effect shall be furnished Beneficiary by Grantor at all times during the term of this Security Instrument.
Amount collected under any fire or other insurance policy may be applied to Beneficiary upon any indebtedness secured hereby and in such order as
Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release
shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Grantor shall not remove or demolish any improvement thereon and shall keep the Property
in good repair and shall not commit waste or permit impairment or deterioration of the Property.

6. LIENS AGAINST PROPERTY. Grantor shall pay, at least ten days before delinquency all taxes and assessments affecting said property, when due,
including mortgages, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or superior hereto in addition to the payments
made in accordance with the terms of the Note hereby secured.

7. ENVIRONMENTAL MATTERS. Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge, no hazardous or toxic waste
substances are being stored on the Property or any adjacent property nor have any such waste or substances been stored or used on the Property or any
adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice of Beneficiary immediately upon
becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor
shall cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated
with hazardous or toxic waste or substances. For purposes of this Security Instrument, the term "hazardous or toxic waste or substances" means any substance
material defined or designated as a hazardous, toxic or radioactive waste material or substance or other similar term by any applicable federal, state or
local statute, regulation or ordinance now or hereafter in effect.

exercises the option to require immediate payment in full. Beneficiary shall give Grantor notice of acceleration. The Notice shall provide as than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Security instrument. If Grantor fails to pay these sums prior to the expiration of this period Beneficiary make invoke any remedies permitted by this Security instrument without demand on Grantor.

FORBEARANCE BY BENEFICIARY NOT A WAIVER. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

10. RECONVEYANCE. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall deliver this Security instrument and the Note to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons entitled thereto. Such person or persons shall pay all costs of recordation, if any.

11. SUBROGATION. To the extent that proceeds of the Note are used to pay for the purchase of all or any portion of the Property or any outstanding charge or prior encumbrance against the Property, such proceeds have been or will be advanced by Beneficiary at Grantors request and Beneficiary be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges, prior encumbrances and interest in and Property irrespective of whether said liens, charges or encumbrances are released or said interest is terminated.

12. FIXTURE FILING. This Security instrument is intended to be a Security Agreement covering fixtures and with respect to any fixtures within the definition of Property and with respect to any personal property shall become fixtures, this Security Agreement shall also constitute a financing statement under Uniform Commercial Code of Idaho. It is intended as to such fixtures and proceeds thereof, this Security instrument shall be effective as a financing statement filed as a fixture filing in the real estate records where the Property is situated.

13. NOTICE NOT REQUIRED TO BE GIVEN. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. SUBSTITUTE TRUSTEE: Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor Trustee for any Trustee named hereunder. When such substitution has been recorded in the County Recorders Office where the Property is situated, it shall be conclusive evidence of appointment of such Trustee. Without conveyance of the property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

15. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Grantor and recorded together with this Security instrument, the covenants and agreement of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument the same as if the rider(s) were a part of this Security Instrument.

16. SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor. All covenants and agreements of Grantor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or modify the provisions thereof.

WITNESS WHEREOF, this instrument has been executed by Grantor the day and year first above written.

Randy L. Erickson
RANDY L. ERICKSON

Teresa Erickson
TERESSA ERICKSON

STATE OF IDAHO, COUNTY OF BANNOCK
this 1 day of APRIL, 1999
I, me, a Notary Public in and for said State, personally appeared

RANDY L. ERICKSON
TERESSA ERICKSON

or identified to me to be the person s whose name s
attributed to the within instrument, and acknowledged to me that
they executed the same.

Jeniane Peterson
Notary Public
Residing at Downey, Idaho.
Commission Expires 11-17-2003

NOTARY SEAL

NO 39007266
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE
'99 APR 13 PM 4 11
OFFICIAL RECORD BOOK NO 736
BANK OF AMERICA COUNTY IDAHO
LARRY L. HAN RECORDER
FEE 9.00 DEPUTY UC

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

_____, Idaho, _____, 19____

The undersigned is the legal owner of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate held by you under the same.

For to _____

FOR MORTGAGE NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

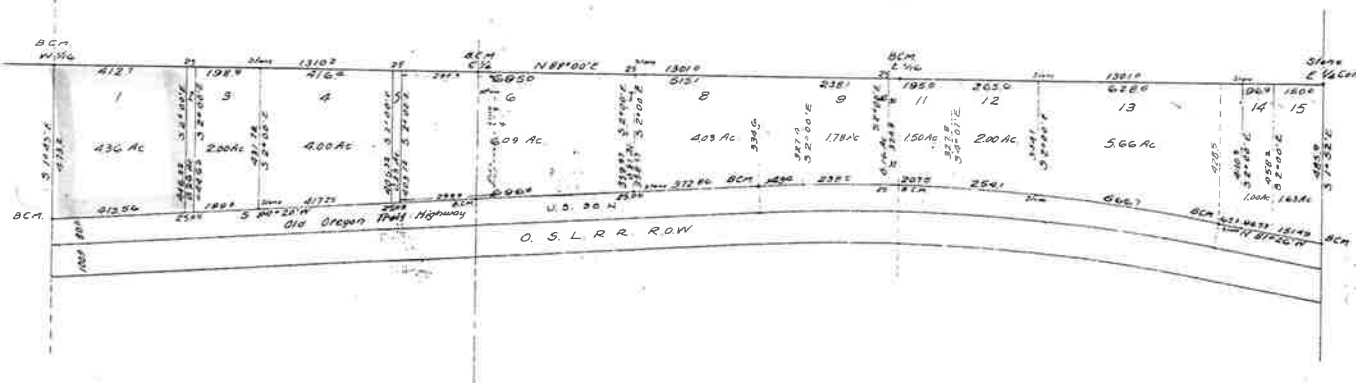
A29-10447

**BLACK ROCK
SUBDIVISION**

IN THE
NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC. 23, T.7 S. R.35 E.B.M.

Old Man
N $\frac{1}{4}$ Cor
Sec 23

2



State of Idaho } S.S.
County of Bonneville

State of Idaho } S.S.
County of Bonneville

JUN 15 2001

Log for claim A29-10447

Spatial Dynamics LTD

9/12/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s35e	23	NESW	4	4.4	POD placement?
Totals:			4	4.4	

0.03

4

- Priority Evidence 1961 Well Log -

NCO Letter Request Given to Cheri 5/2/01

To : Anita Kay Johnson

Randy Erickson

- since split - do the both use the same POD2 Pumps 1 ^{N House} 3/4 Pump - House well

1 5 horse - Irv

4

0.03 cfs / ac

4

0.12 cfs for 4 ac

Kirk B. Hadley, Esq.
RACINE, OLSON, NYE, COOPER
& BUDGE, Chartered
P. O. Box 1391
Pocatello, Idaho 83204-1391
Telephone: (208) 232-6101
Fax: (208) 232-6109

STATE OF IDAHO } ss.
County of Bannock }

I hereby certify that the foregoing instrument is
a true and correct copy of the original on file in
this office.

Dated FEB 05 1997 19__

Larry W. Ghan, Clerk of the District Court

[Signature]
Deputy Clerk of Magistrate Division

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO IN AND FOR THE COUNTY OF BANNOCK

In the matter of the Estate of:)
)
MARTIN "EDWARD" HAGER,)
)
)
Deceased.)
)
)
_____)

Case No. SP1E-97-00023

LETTERS TESTAMENTARY

1. RANDY L. ERICKSON was duly appointed and qualified as General Personal Representative of the estate of the above-named decedent on this day, by the Court with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

WITNESS, my signature and the Seal of this Court, this 5 day of February, 1997.

[Signature]

MAGISTRATE JUDGE

WELL LOG AND REPORT TO THE STATE RECLAMATION ENGINEER OF IDAHO

RECEIVED
MAY 29 1961

Log No. Department of Reclamation
Rec'd. _____, 19____
Well No. _____
Permit No. _____

(DO NOT FILL IN)

Owner Edward M Hager Address Rt. 1 South Peocatill Idaho
Driller J. A. Hager Address Peocatill Lic. No. 151

Location of Well: NE 1/4 SW 1/4 Sec. 23, T. 7 N, R. 35 E, Bonneville County,
and 266 feet N 1/2, and 332 feet E 1/2 from Northwest corner of NE 1/4 SW 1/4 Sec. 23
Size of Drilled Hole 8" Total depth of Well 7.8'

Give depth of standing water from surface 4.3' Water Temp. _____ °Fahrenheit

On pumping test delivery was 30 g.p.m. or _____ c.f.s. Drawdown was 2.6' feet.

Size of pump and motor used to make the test _____

Length of time pumped during check was 3 hr., _____ minutes.

If flowing well, give flow in c.f.s. _____ or g.p.m. _____ and shut in pressure _____

If flowing well, describe control works _____
(TYPE AND SIZE OF VALVE, ETC.)

Water will be used for Irrigation Weight of casing per linear foot _____

Thickness of casing 250 wall Casing material E. L.
E.G., PIPE, CONCRETE, WOOD.

Diameter, length and location of casing _____
(CASING 12" IN DIAMETER AND UNDER GIVE INSIDE DIAMETER;
CASING OVER 12" IN DIAMETER GIVE OUTSIDE DIAMETER.)

Number and size of perforations _____ located _____ feet to _____ feet
from surface of ground.

Other perforations _____

Date of commencement of well Feb 1 - 61 Date of completion of well Feb 21 - 61

Type of well rig Home made

CASING RECORD

DIAM CASING	FROM FEET	TO FEET	LENGTH	"REMARKS" -- SEALS, GROUTING, ETC.

GENERAL INFORMATION—Pumping Test, Quality of Water, Etc.

13-356 23 NE 30

28

WELL LOG

[illegible]

WELL DRILLERS STATEMENT

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

Signed [Signature] _____

By Jed IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said court. CLERK OF COURT

Dated May 25, 1961.

License No. 153

AJ5809NP
No. A29-10447

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/18/00
PAGE: 284

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	EDWARD HAGER 5676 W OLD HWY 91 POCATELLO ID 83204 (208) 775-3726	06/01/1959	IRRIGATION DOMESTIC	03-15 11-15 01-01 12-31	0.040 CFS 0.040 CFS	
TOTAL DIVERSION:					0.080 CFS	
CONSUMPTIVE USE:						10.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T07S R35E S23 NESW

BANNOCK 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	35E	23	:					:					:	04				:					:	4.0
TOTAL ACRES																							4.0	

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	35E	23	:					:					:	D				:					:	

POU County: BANNOCK

Non-Irrigation Uses: DOMESTIC FOR ONE HOME

Other Rights: A29-04425

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

29-10446 29-10597 29-10694 29-12175 A29-04207A A29-04207B A29-04468 A29-10094 A29-10446 A29-10694
A29-12175

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

A29-04207 A29-04207A A29-04207B A29-04207C A29-04425 A29-04468

Remarks: GEN THIS IS FOR SUBDIVISION LOT 1

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

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

Audit: 03/08/90 JONES 08/03/94 THOMPSON 03/29/95 POST-STD

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 29-10447
Date Received: 3/8/90
Receipt No: E012270
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RANDY ERICKSON Phone: (208) 775-3726

5676 W OLD HIGHWAY 91
POCATELLO ID USA 832047311

2. Date of Priority: 06/01/1959

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
07S	35E	23	NE SW	BANNOCK	

5. Description of diverting works:

WELL AND PUMP TO SPRINKLERS AND ONE HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.04	
DOMESTIC	1/01	12/31	0.04	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07S	35E	23	NE	SW	DOMESTIC	
			NE	SW	IRRIGATION	4
					Section Acres	4
					Total Acres	4

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

THIS IS FOR SUBDIVISION LOT 1

CHANGED OWNERSHIP PER CLAIMANT REQUEST (5/7/01 CSAXTON)

15. Basis of Claim: Beneficial Use

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:

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this

of _____ 20__

Notary Public

Residing at _____

My commission Expires _____

54
SCANNED

JUN 15 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: A29-10447
Date Received: 3/08/1990
Receipt No: E012270
Received By: HWS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: EDWARD HAGER
Address: 5676 WEST OLD HYWAY 91
POCATELLO, ID 83204 208-775-3726

2. Date of Priority: JUN 01, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	35E	23		NE	SW		BANNOCK

5. Description of diverting works:
WELL AND PUMP TO SPRINKLERS AND ONE HOME

6. Water is used for the following purposes:

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

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

8. Total consumptive use is 10.0 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC FOR ONE HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	35E	23		NE	SW	IRR	4.0
				NE	SW	DOMEST	

Section Acres 4.0

A29-10447

Page 1

Date: 03/08/90

MICROFILMED

NOV 16 1992



10. Place of Use: Continued

Total Acres 4.0

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:
A29-04425

14. Remarks:
THIS IS FOR SUBDIVISION LOT 1

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
NOV 16 1992

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not 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): Edward Hager Date: 3-8-90

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of Mar 19 90

Betty J. Thompson
Notary Public

Seal

Residing at BETTY J. THOMPSON, NOTARY PUBLIC
RESIDING AT IDAHO FALLS, IDAHO
My Commission Expires 6-30-94