

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW
10/23/2001

NAME AND ADDRESS: JEFFREY ANDERSON
13821 DEKAY RD
POCATELLO ID 83202

SOURCE: SPRING

QUANTITY: 0.83 CFS

TRIBUTARY: MARSH CREEK

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

PRIORITY DATE: 04/01/1917

POINT OF DIVERSION:

T09S R36E S26 SENWSW Within BANNOCK County

T09S R36E S26 SESWSW Lot 1 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

IRRIGATION

STOCKWATER

PERIOD OF USE

04/01 10/31

01/01 12/31

QUANTITY

0.780 CFS

0.050 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County

T09S R36E S26

T09S R36E S27 Lot 3 NWSW 10.0
NESE 5.0

T09S R36E S26 Lot 1 SWSW 24.0

STOCKWATER same as IRRIGATION

39 ACRES TOTAL

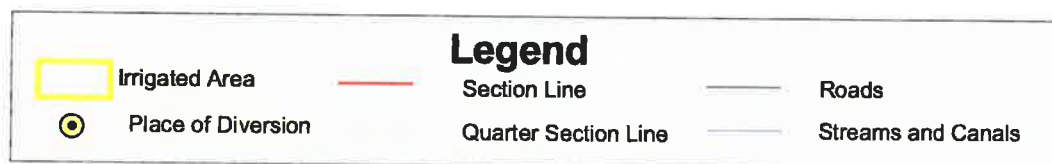
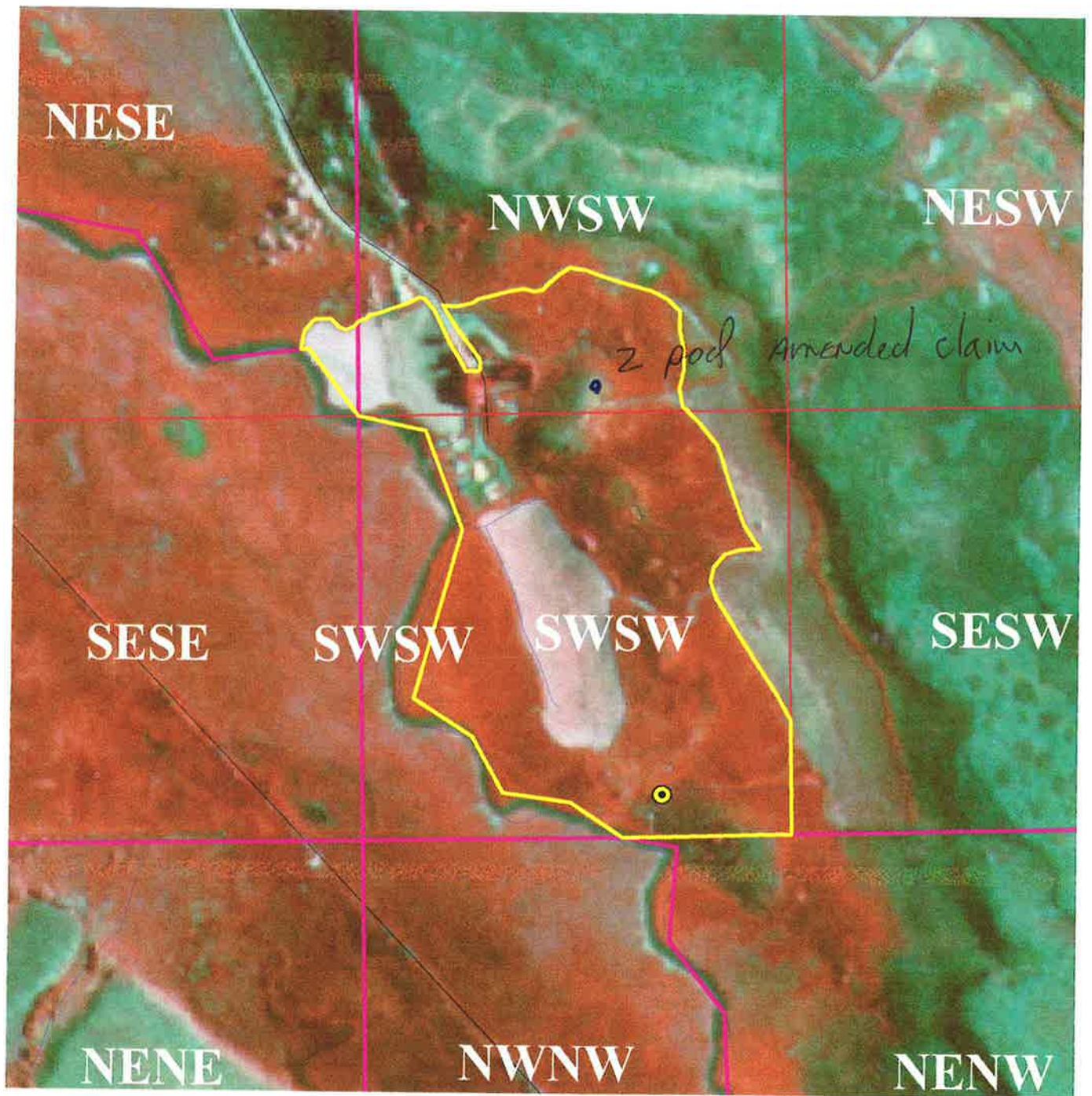
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

EXPLANATORY MATERIAL: Beneficial Use

SOURCE IS ALSO KNOWN AS WATTS SPRINGS.
USE OF THIS RIGHT IS COMBINED WITH WATER FROM MC CAMMON DITCH CO.

Township , 9S36E

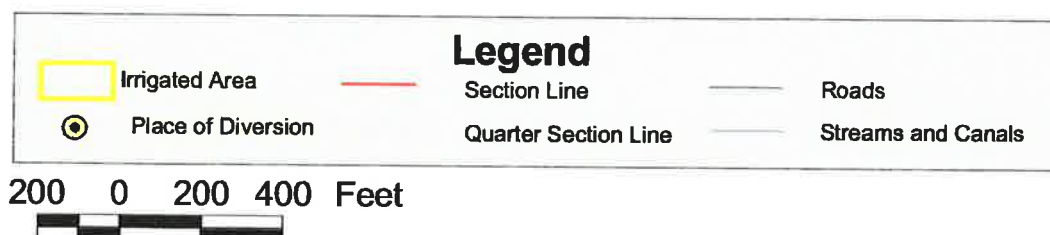
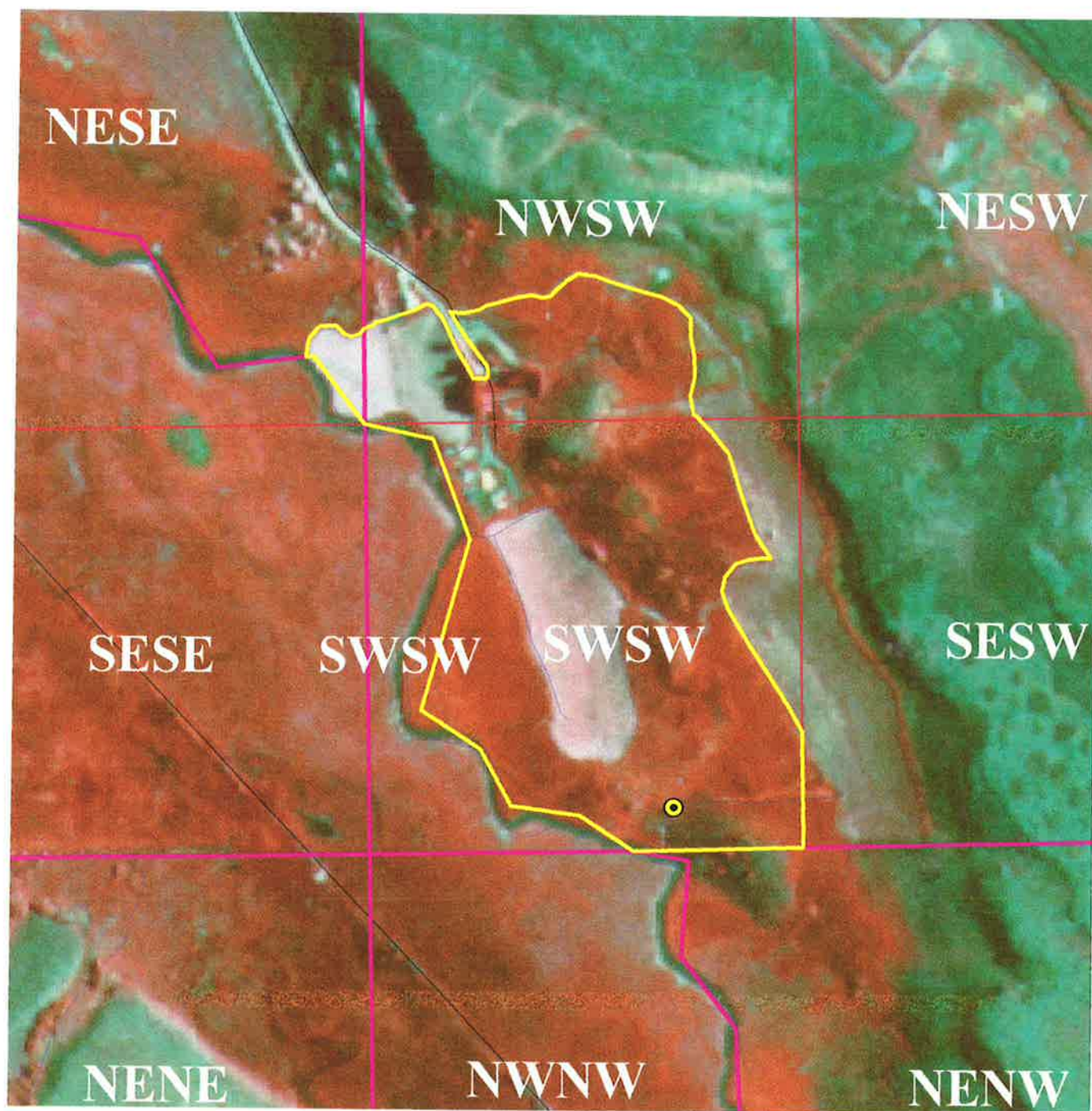


200 0 200 400 Feet

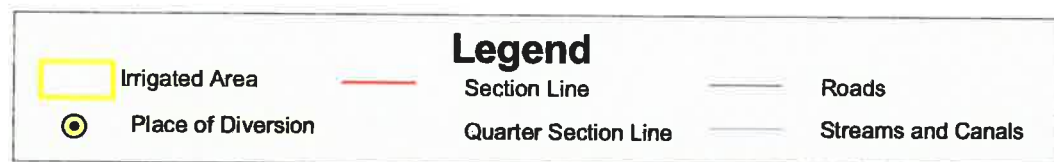
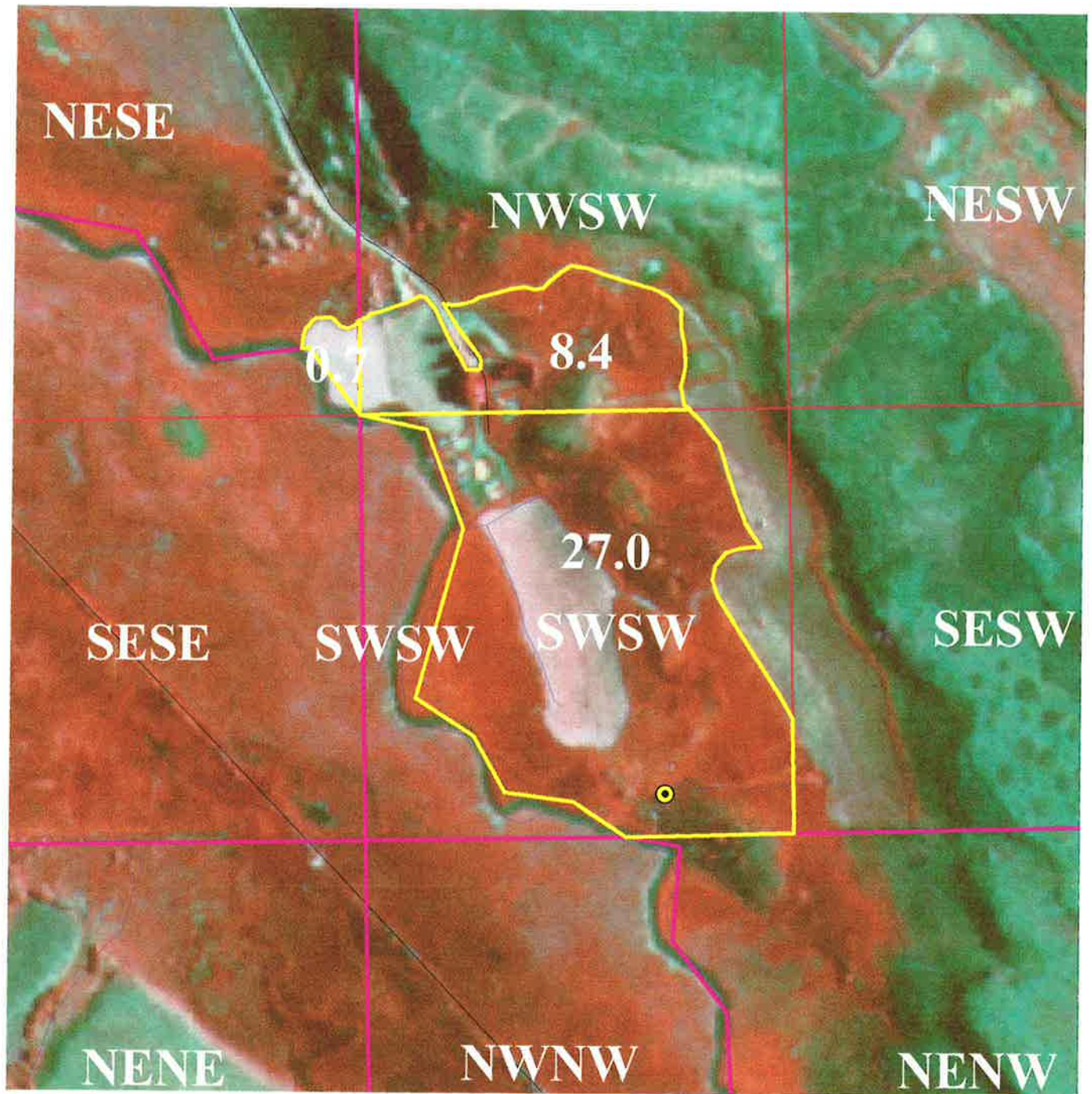


portneuf

Township , 9S36E



Township , 9S36E



200 0 200 400 Feet





IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 29

RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversion Description

OPEN DITCH TO FIELDS TWO SPRING AREAS

Assumptions

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

Linked
Photos

EPE (ft)

Date (M/D/Y)

Time

Flow Rate (CFS)

Invoice #

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

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

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☐ Continuity

Velocity

☐ Orifice

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

Depth of Water above orifice centerline

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

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

Channel Slope

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

Pumped System

☐

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information

☐

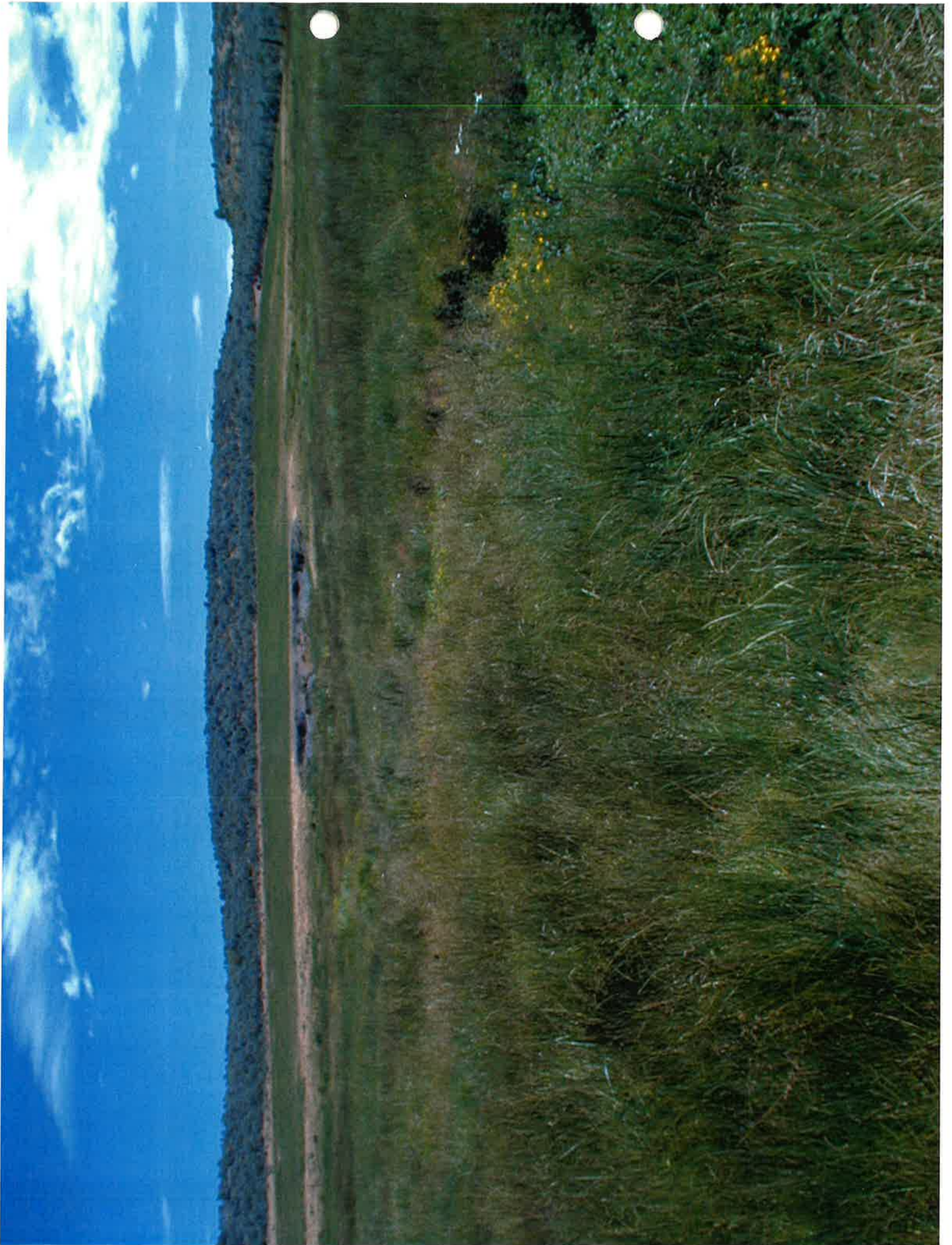
New Contact Comments

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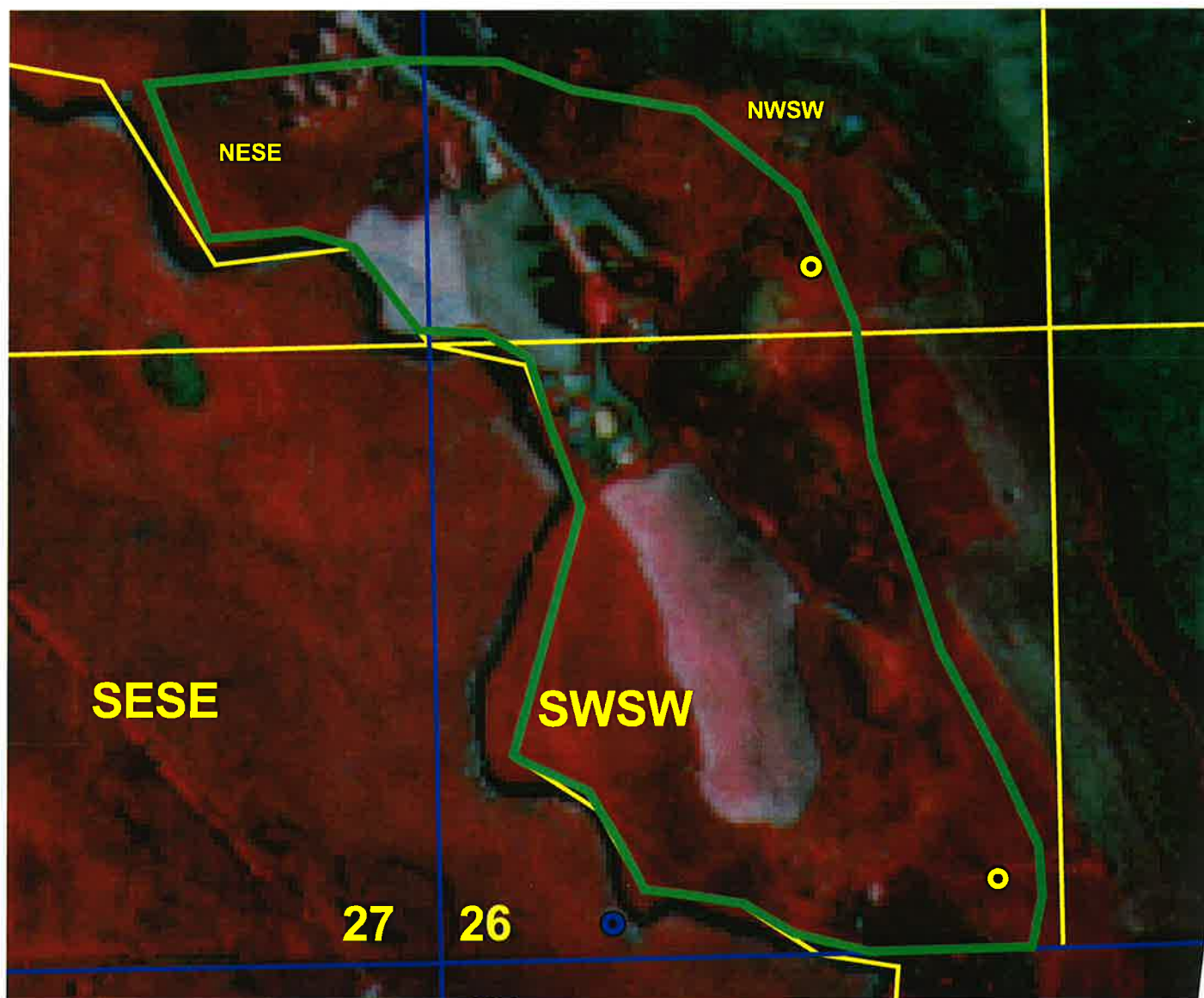




IDAHO DEPARTMENT OF WATER RESOURCES

29-10769

T09S, R36E SEC 26, 27



ACRES IRRIGATED- 39

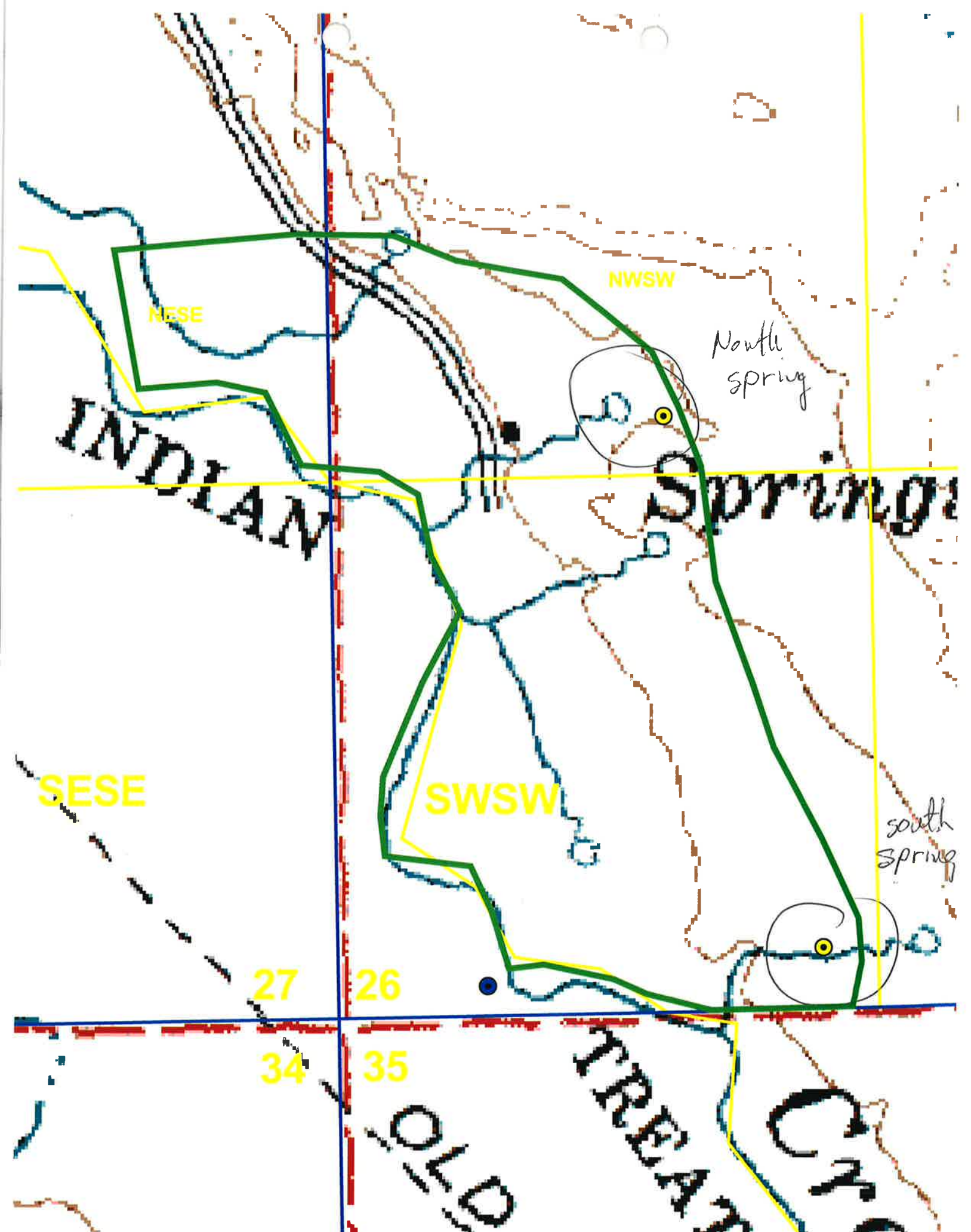


POINT OF DIVERSION



PLACE OF USE

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



MAY 31 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
GOVERNORKARL J. DREHER
DIRECTOR

March 5, 2001

JEFFREY ANDERSON
13821 DEKAY RD
POCATELLO ID 83202

RE: CHANGE IN OWNERSHIP FOR A29-10769 AND A29-10770

Dear Claimant:

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,

Cheri Vandermeulen

Cheri Vandermeulen
Records Clerk

Enclosure: Notice(s) of Claim

SWATTS

4701 N42 36 11.2
W112 13 5.1
36" WIDE

N Watts March

4729 N42 36 24.3
W112 13 10.1

Ref N

(N42 36 24.4 4702
W112 13 12.9)

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the 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. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

J. Anderson, owner

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



REAL ESTATE PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY

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

DATE Aug 8, 2000ID# 163333

1. REAL ESTATE OFFICES:

Listing Agency: Century 21 Real EstateListing Agent Name: John EdPhone #(office): (208) 333-3333

(home):

Selling Agency: Century 21 Real EstateSelling Agent Name: John EdPhone #(office): (208) 333-3333

(home):

2. BUYER:

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY
KNOWN AS Two Hundred Twenty Fifth Street, Boise, Idaho City Boise County Ada Idaho, Zip 83702
legally described as:

3. TOTAL PURCHASE PRICE:

Two Hundred Twenty Five Thousand DOLLARS,
\$225,000 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 A. EARNEST MONEY: BUYER hereby deposits One Thousand 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
herein, and John Ed (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 31 through 56, fill blanks with N.A.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA
☐ RD ☐ OTHER FIRST LOAN of \$ 80% of purchase price not including mortgage

Insurance, with interest not to exceed 9 % for a period of 30 year(s) at ☒ fixed rate ☐ other
BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no
more than 0 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 10 business day(s) of SELLER's acceptance. Within 15 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 deposit
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 if
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/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties

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 loan(s) shown above, which are to be assumed or taken subject to, and the actual balance
of said loan(s) 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: JE Date: 8/8/00 SELLER's Initials: JE Date: 8/8/00

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R.E.21 EFFECTIVE DATE AUGUST 1, 1999

BROKER'S COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 2

PROPERTY ADDRESS: 10298 Robin Road 10#: 116833

5. ADDITIONAL TERMS AND/OR CONDITIONS:

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 excluding 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: Kitchen Appliances Currently on Premises
Only Irrigation Equipment of any
type/size/brand

B. EXCLUDED IN THIS SALE:

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. 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 2 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 2 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 policy is limited to matters of public record.

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee 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 First American Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.
BUYER's Initials DA Date Aug 9, 2000 SELLER's Initials PL Date 8/11/00 X

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R.E.21 EFFECTIVE DATE AUGUST 1, 1999

BROKER'S COPY

PROPERTY ADDRESS:

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 150 to 167

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 partner section(s) of written inspection reports. SELLER shall have _____ business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, the BUYER agrees that they will cooperate with the inspection and proceed to closing. This will remove the BUYERS inspection contingency.

3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days that they will not continue with the transaction and will receive their Earnest Money back.

4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

5. 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 an governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

11. **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

12. 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 "Protect Your Family From Lead in Your Home". (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 BUYER'S 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.

13. **FINAL WALK THRU.** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk thru inspection of the Premises approximately 2 day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repair agreed to in writing by BUYER and SELLER have been completed and Premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make Premises available for the final walk thru and agrees to accept the responsibility and expense for making sure all the utilities are turned on. If BUYER does not conduct a final walk thru, BUYER specifically releases the Broker(s) of any liability.

14. **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.

15. **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.

16. 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

17. **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 _____

18. **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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.
BUYER's Initials (SWT) () Date Aug 7-2008 SELLER's Initials (F.C.) () Date 8/14/08

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A.E-21 EFFECTIVE DATE AUGUST 1, 1999

BROOKLYN COPY

PURCHASE & SALES AGREEMENT RE21 PAGE 4

PROPERTY ADDRESS: 10298 Robin RoadID#: 16833

19. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-6302.

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 up to \$ lender repair costs only.

BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equity	Not Applicable		BUYER	SELLER	Shared Equity	Not Applicable
Appraisal Fee	X				Title Ins. Standard Coverage Owner's Policy		X		
Closing Escrow Fee			X		Title Ins. Extended Coverage Lender's Policy - Mortgage Policy	X			
Lender Document Preparation Fee		X			Title Ins. Extended Coverage Owner's Policy (see page 2, 30)		X		
Flood Certification Fee		X			Appraisal Re-inspection Fee				
Flood Tracing Fee		X			Septic Inspection		X		
Tax Service Fee		X			Septic Pumping		X		
Attorney Contract Preparation Fee					Well Inspection		X		
Loan Assumption Fee					Survey				
					Fuel in Fuel Tank - Amount to be Determined by Supplier				

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 representation 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 shall be no later than (Date) September 4, 2000. The parties agree that the CLOSING AGENCY for this transaction shall be First 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 day 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 most available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing.BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.
BUYER's Initials GA Date 8/9/00 SELLER's Initials FC Date 8/11/00

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R.E.21 EFFECTIVE DATE AUGUST 1, 1999

Broker's Copy

PURCHASE & SALES AGREEMENT RE: PAGE 5

PROPERTY ADDRESS: 10298 Robin RoadID#: 16833

28. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing:

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) 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) Non-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. Each party signing this document understand that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) August 10 2000 and (Time) 6:00 p.m. 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.

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

BUYER Signature [Signature]

BUYER Signature _____

BUYER (Print Name) Jeffrey E. Anderson, D.V.M.

BUYER (Print Name) _____

Date Aug 9-2000 Time 2:00pm Phone # 5934

Date _____ Time _____ Phone # _____

Address 13821 Dukey Rd

Address _____

City Prescott State Id Zip 83202

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 receipt of a true copy of this Agreement signed by both parties.

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT

☐ SELLER'S SIGNATURE(S) SUBJECT TO ATTACHED "SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM

SELLER Signature [Signature]

SELLER Signature _____

SELLER (Print Name) Floyd C. Crump

SELLER (Print Name) _____

Date 8/11/00 Time 6pm Phone # 254-3639

Date _____ Time _____ Phone # _____

Address 10298 Robin Rd

Address _____

City McCammon State Id Zip 83250

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 on Date August 10 Time 4:00 p.m.

BUYER: [Signature]

BUYER:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages. Date 8/11/00 (X)
BUYER's Initials [Signature] Date Aug 9-2000 SELLER's Initials [Signature]

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R.E.21 EFFECTIVE DATE AUGUST 1, 1999

Broker's Copy



ADDENDUM/AMENDMENT # 1 (1,2,3, etc.)



THIS IS AN ADDENDUM/AMENDMENT TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM ☒ or an AMENDMENT ☐ to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: August 9, 2000 ID # 16833

ADDRESS: 1039 S. Shoshone Road

BUYER(S): Jeff Anderson, DVM

SELLER(S): _____

The undersigned Parties hereby agree as follows:

1031 Exchange
Seller hereby acknowledges that it is the intention of the buyer to complete an IRS Code Section 1031 tax - deferred exchange and that the buyer's rights and obligations under this agreement may be assigned to West American 1031 Company for the purpose of completing such exchange. Seller agrees to cooperate with buyer and West American 1031 Company in a manner necessary to complete said exchange at no additional cost or liability to the seller.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Jeff Anderson, DVM BUYER
_____ BUYER

DATED: August 9, 2000

TIME: 2:00 ☐ A.M. ☒ P.M.

Hoyd C. Crum SELLER ☒

_____ SELLER

DATED: 8/11/00 ☒

TIME: 6 pm ☐ A.M. ☒ P.M. ☒

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COUNTER OFFER # 1

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: Aug 8 2000 ID# 168333

ADDRESS: 10298 Robin Rd. McCammon ID

Buyer(s): Jeff Anderson D.V.M

Seller(s): Hoyd Crump

☐ BUYER ☒ SELLER accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

Sales price \$300,000
as per phone conversation
Aug 10, 2000

This agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement. All other terms and conditions to remain the same. The undersigned Buyer(s) reserves the right to withdraw this offer and/or the undersigned Seller(s) reserve the right to withdraw this offer or accept any other offers at any time prior to them or their agent being in receipt of a true copy of signed acceptance of this counter offer. If a signed acceptance is not received on or before 6 a.m./p.m.

August 13 2000 this counter offer shall be deemed to have expired.

Dated _____, 19____

BUYER _____

Time _____ a.m./p.m.

BUYER _____

X Dated 8/11/00 2000

X SELLER Hoyd Crump

X Time 6 pm a.m./p.m.

SELLER _____

I/We acknowledge receipt of a true signed copy of acceptance.

Dated _____, 19____ a.m./p.m. BUYER _____

X Dated Aug 11 2000 6 a.m./p.m. SELLER _____

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COUNTER OFFER EFFECTIVE DATE: MARCH 1, 1999

BOOKER'S COPY

COUNTER OFFER # 3

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money.

Earnest Money Dated: Aug. 8 2000 ID# 168333

ADDRESS: 10298 Robin Rd. McCammon ID

Buyer(s): Jeff Anderson DVM

Seller(s): Floyd Crump

☐ BUYER ☒ SELLER accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

Buyer to pay:

1. Lender Doc. Fee
2. Flood cert. & tracking Fees
3. Tax Service Fee
4. Extended title ins. Fee

Sales price to be: \$290,000

as per phone conversation
8-11-00 12:30 PM.

This agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement. All other terms and conditions to remain the same. The undersigned Buyer(s) reserves the right to withdraw this offer and/or the undersigned Seller(s) reserve the right to withdraw this offer or accept any other offers at any time prior to them or their agent being in receipt of a true copy of signed acceptance of this counter offer. If a signed acceptance is not received on or before 6 a.m./p.m.

August 13, 2000 this counter offer shall be deemed to have expired.

Dated 19

Time a.m./p.m.

BUYER Jeff Anderson DVM

BUYER

X Dated August 11 2000

X SELLER Floyd E. Crump

X Time 6 a.m./p.m.

SELLER

I/We acknowledge receipt of a true signed copy of acceptance.

Dated 19 a.m./p.m. BUYER Jeff Anderson DVM

X Dated August 11 2000 a.m./p.m. SELLER

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COUNTER OFFER EFFECTIVE DATE: MARCH 1, 1999

RECEIVED



First American Title Company

P.O. BOX 9 • 420 SOUTH 4TH AVENUE • POCA TELLO, ID 83201
TELEPHONE: (208) 232-6224 • FAX: (208) 232-6257

September 19, 2000

Mr. Anderson:

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 copy or image of certain records concerning your transaction will be maintained in our office under the assigned order 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 file order 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


For: CHRIS BRAMWELL
Manager

PLEASE NOTE: Your original Warranty Deed is attached to the back of this policy.

OWNER'S POLICY

SCHEDULE A

Order No.: P31980

Policy No.: J 1326059

Amount of Insurance: \$ 290,000.00

Premium: \$ 1,175.00

Endorsements:

\$

Date of Policy: September 11, 2000 at 04:03 PM

1. Name of Insured:

JEFFREY F. ANDERSON

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

A fee simple interest

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

JEFFREY F. ANDERSON, an unmarried person

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

PARCEL 1:

TOWNSHIP 9 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK
COUNTY, IDAHO.

SECTION 26:

NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND ALL THAT PART OF LOT 1 LYING EAST OF MARSH
CREEK.

PARCEL 2:

A TRACT OF LAND IN THE NORTHEAST $\frac{1}{4}$ SOUTHEAST $\frac{1}{4}$, SECTION 27,
T. 9 S., R. 36 E., B.M., BANNOCK COUNTY, IDAHO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT THAT IS S 6°45'10" W, 983.64 FEET FROM THE E
 $\frac{1}{4}$ CORNER OF SECTION 27, T. 9 S., R. 36 E., B.M., SAID E $\frac{1}{4}$ CORNER IS
S 0°17'25" E, 2646.30 FEET FROM THE NORTHEAST CORNER OF SAID
SECTION 27, T. 9 S., R. 36 E., B.M.; THENCE S 85°20'25" W ALONG A
FENCE 404.43 FEET, MORE OR LESS, TO THE EASTERLY BANK OF
MARSH CREEK; THENCE N 48°00'45" E, 354.87 FEET; THENCE S
39°15'35" E, 247.48 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

AJ5809NP
No. A29-10769

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/27/00
PAGE: 218

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	FLOYD C CRUMP PO BOX 96 MC CAMMON ID 83250 (208) 254-3639	03/15/1904	IRRIGATION	03-15 11-15	0.300 CFS	
TOTAL DIVERSION:					0.300 CFS	
CONSUMPTIVE USE:						37.50 AFA

Water Source: WATTS SPRINGS

Tributary to: MARSH CREEK

Stage: BENEFICIAL USE

Point(s) of Diversion:

T09S R36E S26

SESWSW

BANNOCK County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
09S	36E	26	:											07	30					:	37.0
09S	36E	27	:															02		:	2.0
TOTAL ACRES																				:	39.0

POU County: BANNOCK

Non-Irrigation Uses: S, 50 BEEF CATTLE

Other Rights: MC CAMMON DITCH CO.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A29-02270

Other Water Rights Listing Overlapping Place(s) of Use:
A29-00057 A29-00058 A29-02270

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 03/27/90 HAUMANN 08/04/94 THOMPSON 03/29/95 POST-STD

Log for claim A29-10769

Spatial Dynamics LTD

7/12/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s36e	26	NWSW	7	8.4	
09s36e	26	SWSW	30	27	
09s36e	27	NESE	2	0.7	
Totals:			39	36.1	

WARRANTY DEED

For Value Received FLOYD CRUMP, AN UNMARRIED PERSON

NO
RECORDED AT CLERK'S OFFICE
2000 SEP 11 PM 4 03

BOOKED 1766
IDAHO
130

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

JEFFREY F. ANDERSON, AN UNMARRIED PERSON

whose address is: 13821 Dekay Rd, Pocatello, Id 83202

Hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to-wit:

PARCEL 1:

TOWNSHIP 9 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 26:

NW 1/4 SW 1/4 AND ALL THAT PART OF LOT 1 LYING EAST OF MARSH CREEK.

PARCEL 2:

A TRACT OF LAND IN THE NORTHEAST 1/4 SOUTHEAST 1/4, SECTION 27, T. 9 S., R. 36 E., B.M., BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT THAT IS S 6°45'10" W, 983.64 FEET FROM THE E 1/4 CORNER OF SECTION 27, T. 9 S., R. 36 E., B.M., SAID E 1/4 CORNER IS S 0°17'25" E, 2646.30 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 27, T. 9 S., R. 36 E., B.M.; THENCE S 85°20'25" W ALONG A FENCE 404.43 FEET, MORE OR LESS, TO THE EASTERLY BANK OF MARSH CREEK; THENCE N 48°00'45" E, 354.87 FEET; THENCE S 39°15'35" E, 247.48 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: September 11, 2000

Floyd C. Crump
FLOYD CRUMP

STATE OF Idaho

ss.

COUNTY OF BANNOCK

On this 11th day of September, 2000, before me TERRI J. SMALL, personally appeared FLOYD CRUMP, an unmarried person, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

TERRI J. SMALL
Notary Public of Idaho
Residing at: Pocatello, Idaho
Commission Expires: 04/28/05

TERRI J. SMALL
NOTARY PUBLIC
STATE OF IDAHO

RECEIVED

MAR 23 1995

AFFIDAVIT

STATE OF IDAHO)
 : ss
COUNTY OF BANNOCK)

Department of Water Resources
Re: Floyd C. Crump, District Office
CLAIM TO A WATER RIGHT
CLAIM NUMBER A29-10769
DEPT. OF WATER RESOURCES
STATE OF IDAHO

I, Howard E. Crump of McCammon, Idaho being first duly sworn, depose and say:

That I was born in 1907 at Robin, Bannock County, Idaho and have been at, on or near the real property hereinabove described in above numbered claim.

My wife and I also owned the property from 1943 until the time we transferred to same to our son, Floyd C. Crump of McCammon, Idaho around the year of 1992,

I knew William Watts in his lifetime who received the original patent to the real property and the springs which arise on the property were named from him. I have worked on the real property and I know of my own knowledge that said springs have been used on said property for irrigation and live stock purposes continuously since I was a little boy.

My son, Floyd C. Crump has in his possession the old abstract title which consistently shows from 1904 reference to existing springs rising on said property and their transfer with said land to various purchasers from that time. My son intends to keep for his records and files in the matter, but on request will be happy to allow the Water Resources Board to review. I am attaching two pages from the said abstract marked schedule A and by reference made a part hereof.

In Witness Whereof I have hereunto set my hand
this 14 day of March, 1995.

Howard E. Crump
HOWARD E. CRUMP
PO Box 96
McCammon, Idaho 83251

SUBSCRIBED AND SWORN to before me this 14 day
of March, 1995.

Julianne Jones
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello,
Commission Expires: Nov 98

NOV 13 1996

MORTGAGE.

RECEIVED

MAR 23 1995

Department of Water Resources
Eastern District Office

Mortgagor, -- ✓ William G. Watts and Sarah A. Watts.
Mortgages, -- Llewella A. White. ✓
Date, -- June 18, 1906.
Consideration, -- Eight Hundred (\$800.00) Dollars.
Recorded, -- June 23, 1906, 8:35 A. M., in Book "10" of Mortgages at page 525 of the Records of Bannock County, State of Idaho.
Acknowledged, -- Before Fred G. Caldwell, a Notary Public in and for Bannock County, Idaho, June 18, 1906. (Seal)
Witness, -- Fred G. Caldwell.

DESCRIPTION AND REMARKS.

Lot 2 of Section 26, and the South half of the Southeast quarter of Section 27, Township 9 South, of Range 36 East of the Boise Meridian, in Idaho, containing 89.30 acres, according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General.

Together with any and all water, water rights, ditches and canals and aqueducts used, had and enjoyed in connection with the foregoing premises.

This Grant is intended to secure the payment of one certain promissory note of even date herewith in and for the sum of \$800.00, due 5 years after date with interest thereon at the rate of 3% per annum, interest payable semi-annually.

*Released
at Shoshone*

R

MICROFILMED

NOV 13

FLB 9

H. Leigh Gittins and his wife,
Virginia C. Gittins and George
Gittins, widower, surviving
husband of Annie E. Gittins,
deceased,

to

Howard E. Crump and Louise M.
Crump, his wife.

WARRANTY DEED

Dated: February 17, 1943
Filed: April 8, 1943
at 3:05 P. M.

Instrument No.: 22537 MAR 23 1995

Recorded: Book Deed

Record Page

Consideration: \$1.00 Department of Water Resources
Eastern District Office

Grant, bargain, sell, convey and confirm land in Bannock County,
Idaho:

Northwest quarter of Southwest quarter and all that part of
Lot 1, lying East of Marsh Creek, in Section 26, Township 9
South, Range 36 East of Boise Meridian, containing 70 acres,
more or less.

Conveying with the above described land any and all water rights
and irrigation ditches belonging or in anywise appertaining
thereto, and especially including 4 shares of Capital Stock of
McCammon Ditch Company.

Together with an undivided one half interest in and to the water
flowing from what is known as Upper Watts Spring and an undivided one
third interest in and to the water flowing from what is known as the Lower
Watts Spring, it being understood and agreed that the other undivided one
half interest in and to the Upper Watts Spring and the undivided two thirds
interest in and to the Lower Watts Spring is specifically reserved to the
grantors herein, their heirs or assigns.

There is also reserved all necessary rights of way or ditches or
pipe lines or other works used in the conveying and distribution of such
waters to the lands and premises of the grantors herein.

\$1.65 I. R. S. attached and cancelled.

Covenants of quiet and peaceable possession and general warranty.

George Gittins (Seal)
H. Leigh Gittins (Seal)
Virginia C. Gittins (Seal)

Acknowledged: Bannock County, Idaho; March 11, 1943; by H. Leigh
Gittins and Virginia C. Gittins, husband and wife; before J. Earl James,
Notary Public, in and for said County and State. Residence: Pocatello,
Idaho. (Notarial Seal)

BANNOCK TITLE-ABSTRACT COMPANY
PAGE NUMBER

75

NOV 13

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	FLOYD C CRUMP PO BOX 96 MC CAMMON ID 83250 (208) 254-3639	03/15/1904	IRRIGATION	03-15 11-15	0.30 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					0.30 CFS	37.50 AFA

Water Source: WATTS SPRINGS

Tributary to: MARSH CREEK

Stage: BENEFICIAL USE

Point(s) of Diversion: T09S R36E S26 SESWSW

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		
09S	36E	26	:					:					:		07	30		:					:	37.0
09S	36E	27	:					:					:					:	02				:	2.0
TOTAL ACRES																							39.0	

POU County: BANNOCK

Non-Irrigation Uses: S, 50 BEEF CATTLE

Other Rights: MC CAMMON DITCH CO.

Dates: Exam Made Date:

Verified Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

MICROFILMED
NOV 13 1998

Department of Water Resources
Eastern District Office

MAR 23 1995

RECEIVED

SCANNED
MAY 31 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: A29-10769
Date Received: 3/27/1990
Receipt No: 006369
Received By: RLR

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FLOYD C. CRUMP 208-254-3639
Address: P.O. BOX 96
MC CAMMON, ID 83250

2. Date of Priority: MAR 15, 1904

3. Source: WATTS SPRINGS Trib. to: MARSH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	36E	26	SE	SW	SW		BANNOCK

5. Description of diverting works:
OPEN DITCH TO FIELDS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.300		

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

8. Total consumptive use is 37.5 Acre Feet Per Annum.

9. Non-irrigation uses:
S, 50 BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	36E	26	NW	SW		IRR	7.0
			SW	SW		IRR	30.0

Section Acres 37.0

A29-10769

Page 1

Date: 03/27/90

MICROFILMED
NOV 16 1992

A2910769



10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	36E	27	NE SE		IRR	2.0
Section Acres						2.0
Total Acres						39.0

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:
MC CAMMON DITCH CO.

14. Remarks:

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~~ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s): Floyd C. Curry Date: 3/27/90
Date: _____

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 27th day
of March 19 90

Carter Fritschle
Notary Public

Seal

Residing at Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994
My Commission Expires _____

A. ROOT WATER RIGHT NUMBERS: A29-10769

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
09S	36E	26	NW	SW		CRUMP, FLOYD C	A29-10769 / 7.0	- /	14.0		
			NW	SW		CRUMP, FLOYD C	R29-10770 /	- /			
			NW	SW		CRUMP, FLOYD C	A29-10770 /	- /			
			NW	SW		CRUMP, FLOYD C	A29-10773 /	- /			
			NW	SW		CRUMP, FLOYD C	29-10773 /	- /			
			NW	SW		MC CAMMON DITCH CO.		29-00057 /			
			NW	SW		MC CAMMON DITCH CO.		29-00058 /			
09S	36E	26	SW	SW		CRUMP, FLOYD C	A29-10769 / 30.0	- /			
			SW	SW		LITTLE CREEK RANCH	A29-02270 / 6.4	29-02270 /	5.0		
			SW	SW		MC CAMMON DITCH CO.		29-00057 /			
			SW	SW		MC CAMMON DITCH CO.		29-00058 /			
09S	36E	27	NE	SE		CRUMP, FLOYD C	A29-10769 / 2.0	- /			
			NE	SE		LITTLE CREEK RANCH	A29-02270 / 10.8	29-02270 /	25.0		
			NE	SE		MC CAMMON DITCH CO LTD	A29-00057 / 10.0	29-00057 /			
			NE	SE		MC CAMMON DITCH CO LTD	A29-00058 / 10.0	29-00058 /			

ADDITIONAL POU FOUND

TOTAL ACRES A29-10769 39.00 14.00

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

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A29-10769	WATTS SPRINGS	CRUMP, FLOYD C	0.300	0.007		
A29-00057	PORTNEUF RIVER	MC CAMMON DITCH CO LTD	50.000	0.019		
A29-00058	PORTNEUF RIVER	MC CAMMON DITCH CO LTD	18.950	0.007		
A29-02270	MARSH CREEK	LITTLE CREEK RANCH	1.620	0.020		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
R29-10770	DOMESTIC	CRUMP, FLOYD C	FROM 01-01 TO 12-31	0.040 CFS	
A29-10770	DOMESTIC	CRUMP, FLOYD C	FROM 01-01 TO 12-31	0.040 CFS	
A29-10773	DOMESTIC	CRUMP, FLOYD C	FROM 01-01 TO 12-31	0.030 CFS	
29-10773	DOMESTIC	CRUMP, FLOYD C	FROM 01-01 TO 12-31	0.030 CFS	

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: MC CAMMON DITCH CO.

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()

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
A29-10769	09S 36E	26	SE	SW	SW			BANNOCK		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A29-02270 NONE

WR RECORDS IN SAME 40 ACRE TRACT
29-02270

SOURCE: WATTS SPRINGS

TRIB: MARSH CREEK

B. WR POINT OF DIVERSION AND SOURCE:

THERE IS NO WATER RIGHT RECORD WITH THE SAME CLAIM NUMBER

SOURCE: NO SOURCE FOR RECORD

TRIB: NO TRIBUTARY FOR RECORD

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)

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 29-10769
Date Received: 3/27/90
Receipt No: M006369
Received By:

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

1. Name of Claimant(s)

JEFFREY ANDERSON Phone: (208)237-5934

13821 DEKAY RD
POCATELLO ID USA 83202

2. Date of Priority: 03/15/1904

3. Source: WATTS SPRINGS Trib. to: MARSH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
09S	36E	26	SE SW SW 1	BANNOCK	
09S	36E	26	NW SW	BANNOCK	

5. Description of diverting works:

OPEN DITCH TO FIELDS TWO SPRING AREAS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	1	
STOCKWATER	01/01	12/31	0.1	

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

8. Total consumptive use:

9. Non-irrigation uses:
Number of other uses: 50

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	36E	26	SW	SW	IRRIGATION	30
			NW	SW	IRRIGATION	7
					Section Acres	37
09S	36E	27	NE	SE	IRRIGATION	2
					Section Acres	2
					Total Acres	39

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:

SOURCE CALLED UPPER WATTS SPRING AND LOWER WATTS SPRING
STOCKWATER, 50 CATTLE

15. Basis of Claim: Beneficial Use

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

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**NOTICE OF CLAIM TO A WATER RIGHT
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1. Name of Claimant(s)

JEFFREY ANDERSON Phone:
13821 DEKAY
POCATELLO ID USA 83202

2. Date of Priority: 03/15/1904

3. Source: WATTS SPRINGS Trib. to: MARSH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
09S	36E	26	SE SW SW 1	BANNOCK
09S	36E	26	NW SW	BANNOCK

5. Description of diverting works:

OPEN DITCH TO FIELDS TWO SPRING AREAS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	1	
STOCKWATER	01/01	12/31	0.1	

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

8. Total consumptive use:

9. Non-irrigation uses:
Number of other uses: 50

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
----------	-------	---------	----------------	-----	-------

09S	36E	26	SW	SW	IRRIGATION	30
			NW	SW	IRRIGATION	7
					Section Acres	37
09S	36E	27	NE	SE	IRRIGATION	2
					Section Acres	2
					Total Acres	39

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:

SOURCE CALLED UPPER WATTS SPRING AND LOWER WATTS SPRING
STOCKWATER, 50 CATTLE

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): *[Signature]* Date: Jan 3-2001
_____ Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this
of JAN 3 20000

[Signature]

Notary Public

Residing at Rich, Id

My commission Expires 2/26/2002

T 9S R. 36E Sec 26
SE, SW, SW

RCS

STATES
THE INTERIOR
L SURVEY

R36E

R37E

