

03/12/2002

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

RIGHT NUMBER: 29-10776B

NAME AND ADDRESS: MARGIE H STEWART
8574 BOB SMITH RD
LAVA HOT SPRINGS ID 83246

LYNN W STEWART
8574 BOB SMITH RD
LAVA HOT SPRINGS ID 83246

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.02 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.095 (0.10) CFS. COMBINED RIGHT NOS.: 29-207B,
29-214B, 29-215B, 29-10774B, 29-10776B, 29-13299.

PRIORITY DATE: 07/01/1917

POINT OF DIVERSION:

T09S R37E S15 SENENW Within BANNOCK County

T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4/15 9/15	0.020 CFS

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY
AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER
ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL
15 AND AFTER SEPTEMBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL
WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE
AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED
FOR THIS RIGHT.

PLACE OF USE:

IRRIGATION Within BANNOCK County

T09S R37E S15 NWSE 8.0

8 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 8 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 29-207B, 29-214B, 29-215B, 29-10774B,
29-10776B, 29-13299.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 1.5 ACRES WITHIN THE PLACE OF
USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: Decreed

03/12/2002

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

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 29-207A/B, 29-214A/B, 29-215A/B,
29-10774A/B, 29-10776A/B, 29-13299, 29-13300.
THIS RIGHT COMBINES FORMER RIGHT NOS. 29-00209, 210, 211.

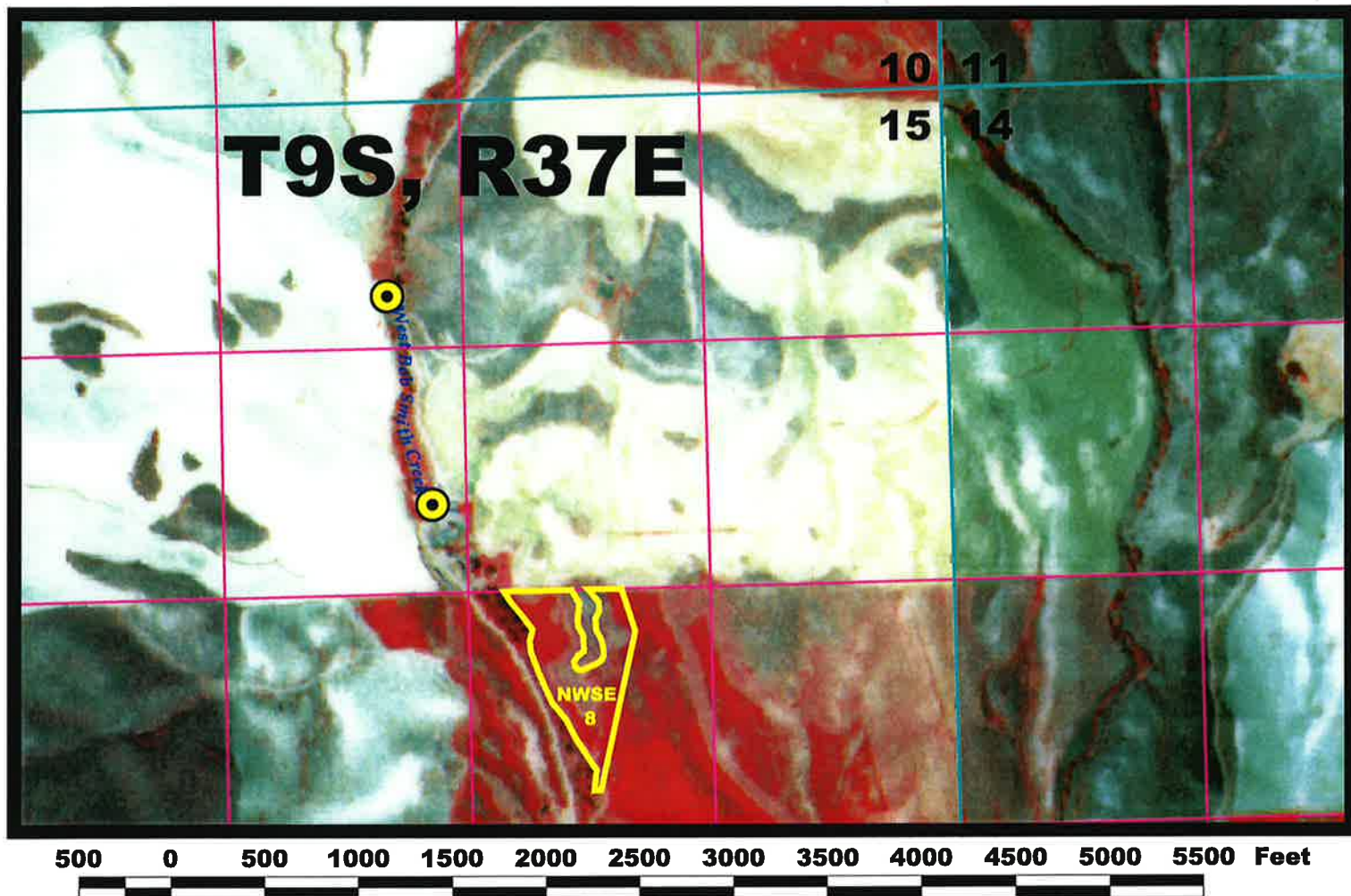
VOID



STATE OF IDAHO

Department of Water Resources
Eastern Region

**Water Right(s): 29-207B, 29-214B
29-215B, 29-10774B, 29-10776B,
29-13299**

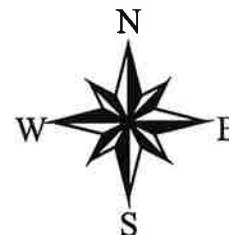


LEGEND

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

**Place of Use: T9S, R37E
(part of) Sec. 15 NWSE**

**Point(s) of Diversion: T9S, R37E
Sec. 15 SENENW, SESENW**



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

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-10776B

NAME AND ADDRESS: MARGIE H STEWART
8574 BOB SMITH RD
LAVA HOT SPRINGS ID 83246

LYNN W STEWART
8574 S BOB SMITH RD
LAVA HOT SPRINGS ID 83246

SOURCE: WEST BOB SMITH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.020 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 0.095 (0.10) CFS. COMBINED RIGHT
NOS.: 29-207B, 29-214B, 29-215B, 29-10774B, 29-10776B, 29-13299.

The combined diversion rate of water right nos. 29-10776B, 29-13519,
29-13538, 29-13539, 29-13587, 29-13588, 29-13589, 29-13590,
29-13591, 29-13592 each sharing priority date 7/1/1917, cannot exceed
0.76 cfs.

The combined diversion rate of water right nos. 29-207B, 29-214B,
29-215B, 29-10774B, 29-10776B, 29-13511, 29-13513, 29-13515,
29-13517, 29-13519, 29-13538, 29-13539, 29-13541, 29-13542,
29-13544, 29-13545, 29-13547, 29-13548, 29-13550, 29-13551,
29-13553, 29-13554, 29-13587, 29-13588, 29-13589, 29-13590,
29-13591, 29-13592, 29-13593, 29-13594, 29-13595, 29-13596,
29-13597, 29-13598, 29-13599, 29-13600, 29-13601, 29-13602,
29-13603, 29-13604, 29-13605, 29-13606, 29-13607, 29-13608,
29-13609, 29-13610, 29-13611, 29-13612, 29-13613, 29-13614,
29-13615, 29-13616, 29-13617, 29-13618, 29-13619, 29-13620,
29-13621, 29-13622 shall not exceed 3.542 cfs.

PRIORITY DATE: 07/01/1917

POINT OF
DIVERSION: T09S R37E S15 SENENW Within BANNOCK County
T09S R37E S15 SESENW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4/15 9/15	0.020 CFS

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31,
PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE
USE OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 15 UNDER
THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO
SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY
DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR
THIS RIGHT.

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

PLACE OF USE: IRRIGATION Within BANNOCK County
 T09S R37E S15 NWSE 8.0

8 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-207B, 29-214B, 29-215B, 29-10774B, 29-10776B, 29-13299.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 1.67 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 1.5 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.~~

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 29-207A/B, 29-214A/B, 29-215A/B, 29-10774A/B, 29-10776A/B, 29-13299, 29-13300.

THIS RIGHT COMBINES FORMER RIGHT NOS. 29-00209, 210, 211.

SEPTEMBER 4, 2001

DEAR MR. & MRS. STEWART:

WATER RIGHT NUMBERS A29-00207B, A29-00214B, A29-00215B,
A29-10774B, A29-10776B AND A29-10791 HAVE BEEN CHANGED TO
RELECT THE ADDRESS ON THE FRONT OF THIS CARD.

WATER RIGHT NUMBER A29-10792 WILL BE CHANGED AND SENT TO
YOU IN ANOTHER MAILING.

IF YOU HAVE ANY QUESTIONS FEEL FREE TO CONTACT THIS OFFICE
AT 208-525-7161.

RESPECTFULLY SUBMITTED,

Cheri Vandermeulen

CHERI VANDERMEULEN
RECORDS CLERK



LYNN W & MARGIE H STEWART
8574 BOB SMITH RD
LAVA HOT SPRINGS ID 83246

CHANGE IN ADDRESS

This form is solely for purposes of notifying IDWR of a change in address of an adjudication claim.

[] Water Right Number(s): 29-100207B, 29-00214B, 29-00215B
29-10774B, 29-10776B, 29-10791,
29-10792pd.

[] Old Mailing Address: 204 W. Fife Street
Lynn W or Margie H. Stewart Lava Hot Springs, ID 83246

[] New Mailing Address: 8574 Bob Smith Road
Lynn W or Margie H. Stewart Lava Hot Springs, ID 83246
12191 12202

LYNN & MARGIE STEWART
8574 Bob Smith Road
Lava Hot Springs, ID 83246

[] Telephone Number: (208) 776-9770

[] Signature of Claimant: Margie H. Stewart

[] Date: 8-30-01

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Thank-you!

RECEIVED

AUG 31 2001

Department of Water Resources
Eastern Region



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

August 27, 2001

LYNN W & MARGIE H STEWART
8574 S BOB SMITH RD
LAVA HOT SPINGS ID 83246-1508

RE: CHANGE OF ADDRESS FOR A29-000207B, A29-00214B, A29-00215B, A29-10774B, A29-10776B, A29-10791 AND A29-10792

Dear Mr. & Mrs. Stewart:

It has come to our attention that your address may have recently changed. The address currently recorded on the above referenced water right(s) is as follows:

Lynn W & Margie H Stewart
204 W Fife St
Lava Hot Springs ID 83246

We recommend if, in fact, the address in question has been changed, you file a "Change in Address" with this department in order that we may send all further correspondence to the appropriate address.

Enclosed is a Change in Address form. Please fill out the form completely, sign and date it and return it to my attention.

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
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

29-207B
214 B
215 B
10774 B
10776 B
10791
10792

RECEIVED

AUG - 6 2001

Department of Water Resources

PRESORTED
FIRST CLASS



STEW245

MARGIE H STEWART & Lynn W.
204 W FIFE ST
LAVA HOT SPRINGS, ID 83246

STEW245 832462007 1A00 05 07/28/01
RETURN TO SENDER
STEWART
8574 S BOB SMITH RD
LAVA HOT SPRINGS ID 83246-1508
RETURN TO SENDER

83246-1508



Receipt No. 15413624

DELOG BC

11-12-99

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

NOV 10 1999

Department of Water Resources Eastern Region Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

A29-10776

1. Water Right Number(s) A29-00207, A29-00214, A29-00215, A29-10774
 Adjudication Claim Number(s) _____
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE**, or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND
 - B. **PLAT OF PROPERTY or SURVEY MAP** for parcel of ten acres or less. (These are usually on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Max Wengreen Hall
5920 E. Old Oregon Trail Rd.
Lava Hot Springs, Idaho, 83246

4. New Owner/Claimant(s) Lynn W. Stewart or Margie H Stewart
 Name connector (Check one): [] AND, [X] OR, [] AND/OR
 New Mailing Address 290 So. 500 West, Lehi, Utah, 84043

City, State and ZIP Code _____

New Telephone Number (801) 768 - 3533

5. Date you acquired the property April 21, 1997

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. 1/3 of each of the 5 water rights

Number of acres actually irrigated 8 Number and type of stock Range Cattle (30)

Diversion rate in CFS See water rights Number of homes — Other uses —
cubic feet per second

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

7. Signature of New Owner/Claimant(s) Lynn W. Stewart Date Nov. 1 1999
Margie H. Stewart Date 11-1-99

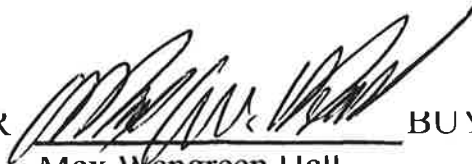
- (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

WATER RIGHT OWNERSHIP USE OF MAINLINE

It is agreed between the seller Max W. Hall, and the buyers Lynn W. and Margie H. Stewart that as part of the real property purchased April 21, 1997 that a portion (1/3') of each of the water right numbers A29-00207, A29-00214, A29-00215, A29-10774, A29-10776 be transferred to the buyer. The buyer to have use of the water mainline, and agrees to pay a portion (1/3') of the maintenance expenses and upgrades to the system from the point of diversion (Headgate) in West Bob Smith Creek, too the water mainline exit point on the purchased property.

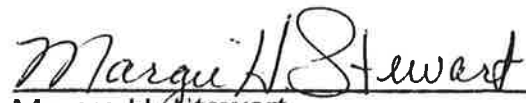
This agreement is to remain transferable.

SELLER


Max Wengreen Hall

BUYER


Lynn W. Stewart


Margie H. Stewart

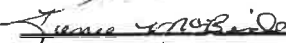
STATE OF IDAHO, COUNTY OF BANNOCK

On this 5th day of November, 1999
before me, a Notary Public in and for said State, personally
appeared

Max Wengreen Hall and
Lynn W. Stewart and
Margie H. Stewart

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

NOTARY SEAL


Notary Public,

Residing at Lower Hot Springs Rd
Comm. Expires May 31, 2000

NO **99021766**

RECORDED AT REQUEST OF
Lynn W. Stewart
'99 NOV 5 PM 3 27

OFFICIAL RECORD BOOK NO 749
BANNOCK COUNTY IDAHO
LARRY W CHAN RECORDER
FEE 3.00 DEPUTY AD

Lynn W Stewart or Margie H. Stewart
(hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in Lava Hot Springs County of Bannock, State of Idaho, commonly known as West Bob Smith Creek, legally described as: See Attachment "A"

A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete).

1. TOTAL PURCHASE PRICE IS \$2,000.00 Dollars (\$ Two Thousand) payable as follows: Per Acre, Plus 1/2 survey and closing costs

A. Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of One thousand dollars Dollars (\$ 1,000.00) evidenced by: Cash, Personal Check, Cashiers Check, Note Due or N/A paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by Alliance Title (Broker) shall hold the completely executed broker's copy of this agreement, for the benefit of the parties hereto.

B. Balance of purchase price to be paid as follows: Upon Closing

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of May 1 1997. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. 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. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: None

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Alliance Title Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Alliance Title. The parties shall each pay one-half of said closing agent's fees. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before May 1, 1997.

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before May 1, 1997, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of Closing date. except as follows: None

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: that seller has right of way to use and maintain existing main irrigation line.

9. The following items of property now on the premises are specifically excluded from the sale: The main irrigation line. The following items of personal property are specifically included in the sale: None.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer Lynn W Stewart

Margie H. Stewart

Buyer On this date, JANUARY 15, 1997

We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller, and further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller James B. Hall

Seller Marshall

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 15 day of JANUARY, 1997.

Buyer Lynn W Stewart

Buyer Margie H. Stewart

STATE OF IDAHO) ss

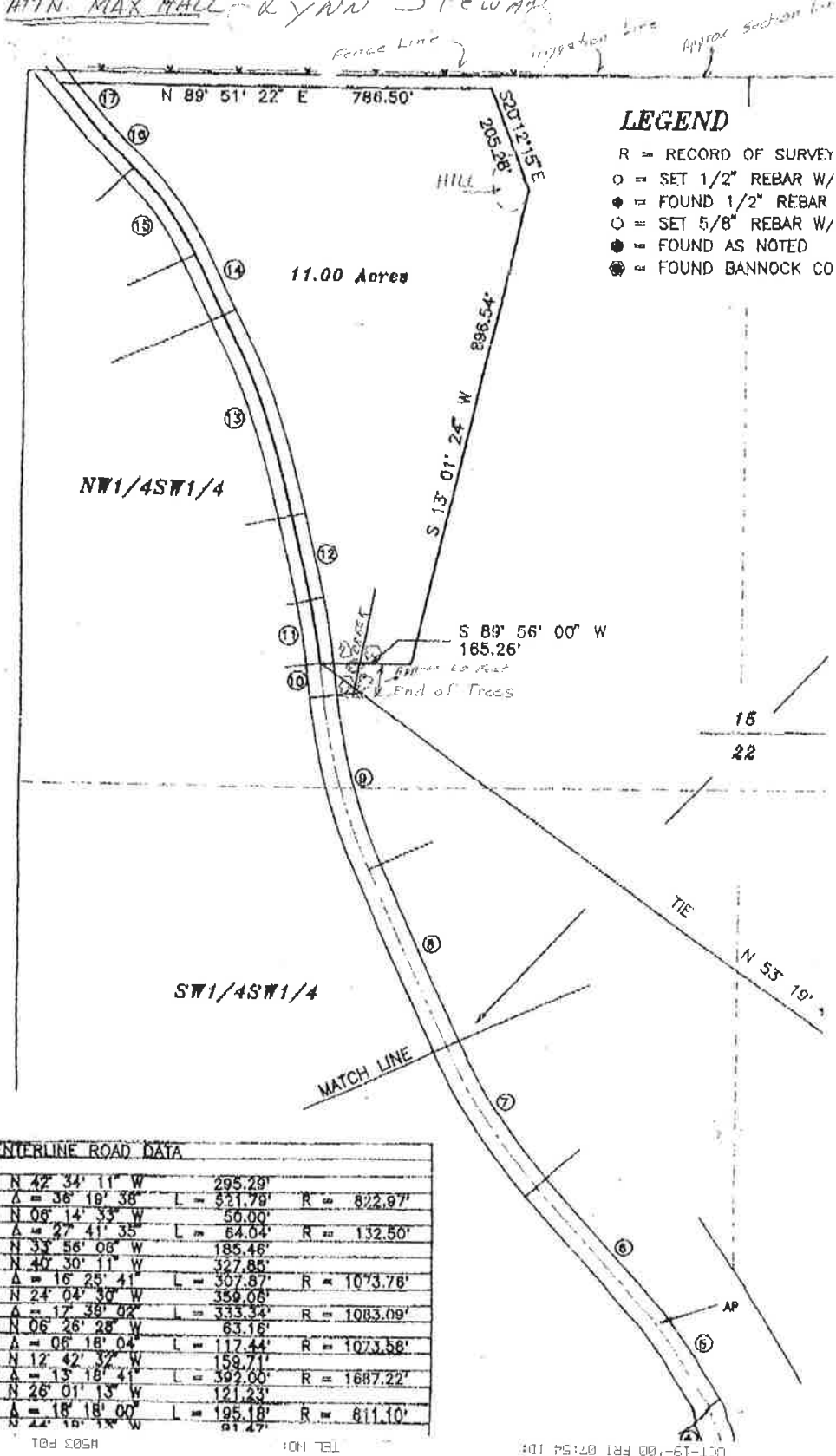
County of Bannock

On this 15th day of JANUARY, 1997, before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that they executed the same.

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

James B. Hall
Notary Public for Idaho

My Comm. Expires: 11/97



LEGEND

- R = RECORD OF SURVEY
- = SET 1/2" REBAR W/
- = FOUND 1/2" REBAR
- = SET 5/8" REBAR W/
- = FOUND AS NOTED
- = FOUND BANNOCK CO

CENTERLINE ROAD DATA			
NO.	BEARING	LENGTH	RADIUS
1	N 42° 34' 11" W	295.29'	
2	Δ = 38° 19' 38"	L = 521.78'	R = 822.97'
3	N 06° 14' 53" W	50.00'	
4	Δ = 27° 41' 35"	L = 64.04'	R = 132.50'
5	N 33° 56' 06" W	185.46'	
6	N 40° 30' 11" W	327.85'	
7	Δ = 16° 25' 41"	L = 307.87'	R = 1073.76'
8	N 24° 04' 30" W	359.06'	
9	Δ = 17° 38' 02"	L = 333.34'	R = 1083.09'
10	N 06° 28' 28" W	63.16'	
11	Δ = 06° 18' 04"	L = 117.44'	R = 1073.58'
12	N 12° 42' 32" W	158.71'	
13	Δ = 13° 18' 41"	L = 392.00'	R = 1687.22'
14	N 26° 01' 13" W	121.23'	
15	Δ = 18° 18' 00"	L = 195.18'	R = 811.10'

5503 POL

TEL NO.

OCT-19-00 FRI 07:54 104

1-663397A

WARRANTY DEED

97006434

For Value Received

MAX WENGREEN HALL and KAREN WHEATLEY HALL, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

LYNN W. STEWART and MARGIE H. STEWART, husband and wife

whose current address is

290 SOUTH 500 WEST

LEHI, UT 84043

the grantees, the following described premises, in Bannock County, IDAHO, to wit:

SEE ATTACHED "EXHIBIT A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances Except: Subject to all existing patent reservations, easements, right of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations.

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

Dated: April 11, 1997


MAX WENGREEN HALL


KAREN WHEATLEY HALL

STATE OF IDAHO, COUNTY OF BANNOCK

On this 21st day of April, 1997

before me, a Notary Public in and for said State, personally appeared

MAX WENGREEN HALL and
KAREN WHEATLEY HALL

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


Notary Public,
Residing at Pocatello, Idaho
Comm. Expires June 7, 2001

97006434

NO _____
RECORDED AT REQUEST OF
ALLIANCE TITLE & ESCROW
97 APR 23 PM 2 39
BOOK NO. 687
BANNOCK COUNTY IDAHO
LARRY W. HAN RECORDER
FEE 6.00 DEPUTY MJ

NOTARY SEAL

A PARCEL OF LAND IN THE NW¼SE¼ OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF WEST BOB SMITH ROAD WHICH BEARS NORTH 53° 19' 44" WEST, 2595.06 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 15, AND NORTH 19° 00' 43" EAST, 1642.53 FEET FROM THE SOUTH ¼ CORNER OF SAID SECTION 15; THENCE ALONG THE CENTERLINE OF THE ABOVE SAID ROAD THE FOLLOWING COURSES: THENCE, FROM A TANGENT BEARING NORTH 06° 26' 28" WEST, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1073.58 FEET, THROUGH A CENTRAL ANGLE OF 6° 16' 04", FOR AN ARC LENGTH OF 117.44 FEET; THENCE, NORTH 12° 42' 32" WEST, 159.71 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.22 FEET, THROUGH A CENTRAL ANGLE OF 13° 18' 41", FOR AN ARC LENGTH OF 392.00 FEET; THENCE, NORTH 26° 01' 13" WEST, 121.23 FEET; THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 611.10 FEET, THROUGH A CENTRAL ANGLE OF 18° 18' 00", FOR AN ARC LENGTH OF 195.18 FEET; THENCE, NORTH 44° 19' 13" WEST, 91.47 FEET; THENCE, NORTH 40° 15' 56" WEST, 118.68 FEET; THENCE, LEAVING SAID ROAD CENTERLINE, NORTH 89° 51' 22" EAST, 786.5 FEET; THENCE, SOUTH 20° 12' 15" EAST, 205.28 FEET; THENCE, SOUTH 13° 01' 24" WEST, 896.54 FEET; THENCE, SOUTH 89° 56' 00" WEST, 165.26 FEET TO THE POINT OF BEGINNING

SUBJECT TO AN EASEMENT FOR WEST BOB SMITH ROAD DESCRIBED AS THE WESTERLY 25.00 FEET OF THE ABOVE DESCRIBED PARCEL.

THIS IS NOT THE
ACTUAL SECTION COR.

K14B

NOT TO SCALE
FEB 1989
S
R37E

J. Stewart Property
11 acres total
8 irrigated acres

8172
James Wilmore
7304

SEE MAP
K 14 B

MEYHOLD
T498

22/23
16/14

31.8 W 2

20.1

20.1

20.1

20.1

20.1

20.1

20.1

20.1

20.1

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0040 106 00000922

CHICAGO TITLE INSURANCE COMPANY

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

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

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

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
312 WEST CENTER STREET
POCATELLO, ID 83204
(208) 232-6163

CHICAGO TITLE INSURANCE COMPANY

By:

Richard L. Mella
President



By:

Thomas J. Adams
Secretary

SCHEDULE A

Office File Number: 1-66339
Policy Number: 13 0040 106 00000922
Date of Policy: April 23, 1997, at 02:39 pm
Amount of Insurance: \$22,000.00
Premium: \$222.00

1. Name of Insured:

LYNN W. STEWART and MARGIE H. STEWART, husband and wife

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

FEE SIMPLE

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

LYNN W. STEWART and MARGIE H. STEWART, husband and wife

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

PLEASE SEE EXHIBIT "A"

SCHEDULE A

Owner Form

OWNER.POL
9/19/96

Valid Only If Schedule B and Policy Cover Are Attached

SCHEDULE B

Policy Number: 13 0040 106 00000922

EXCEPTIONS FROM COVERAGE

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

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

1. Taxes, including any assessments collected therewith, for the year 1997 which are a lien not yet payable.

2. Reservations and exceptions in the United States Patent, and in the Act authorizing the issuance thereof, recorded under **BOOK 6, PAGE 242**, on **AUGUST 24, 1910** of Official Records.

END OF SCHEDULE B


Authorized Signatory

SCHEDULE B (STANDARD COVERAGE)

Owner Form.

OWNER.POL
9/19/96

EXHIBIT "A"

A PARCEL OF LAND IN THE NW¼SE¼ OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN DESCRIBED AS FOLLOWS:

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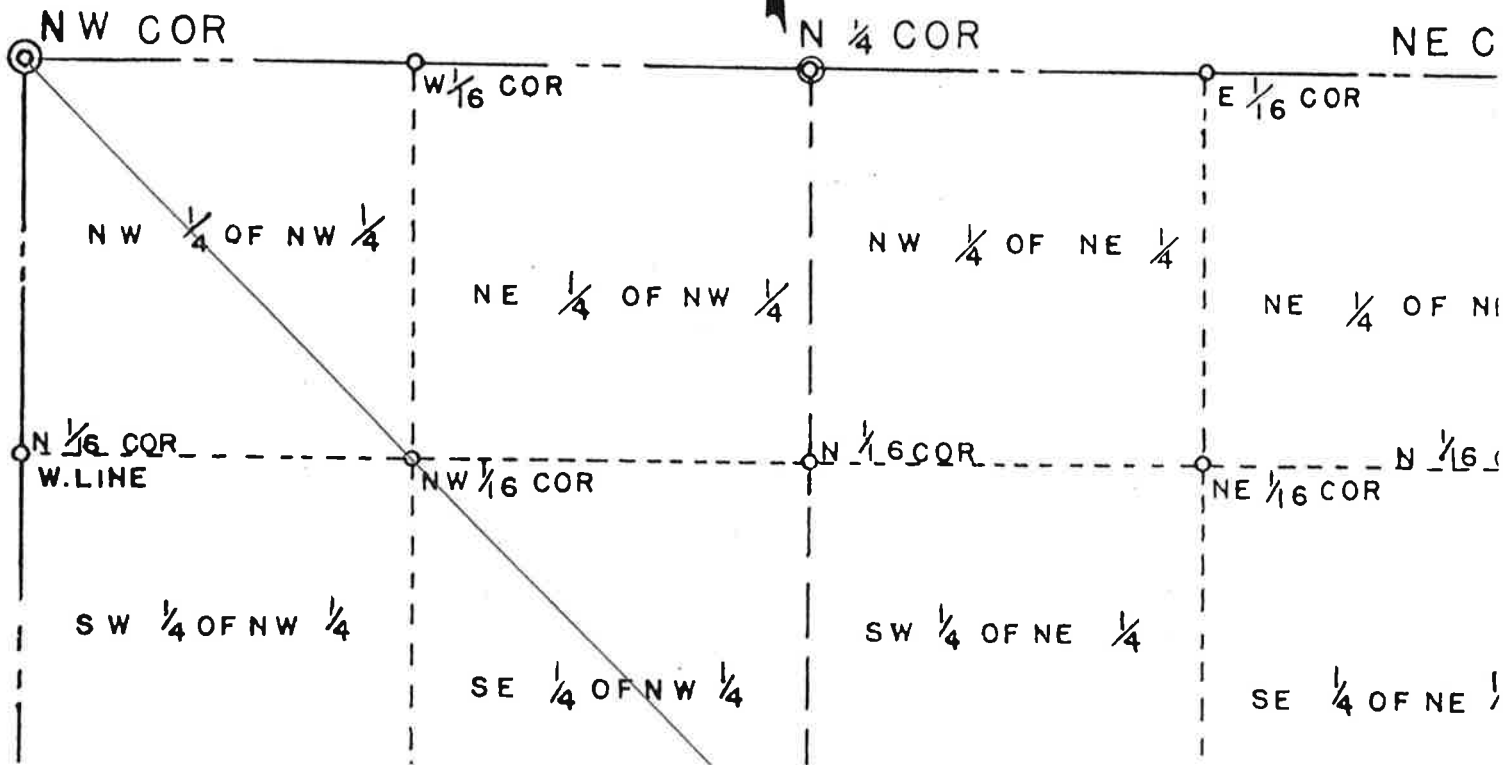
SUBJECT TO AN EASEMENT FOR WEST BOB SMITH ROAD DESCRIBED AS THE WESTERLY 25.00 FEET OF THE ABOVE DESCRIBED PARCEL.

OFFICE OF
COUNTY SURVEYOR
BANNOCK COUNTY
IDAHO



Sec. 15
Town 9 S
Range 37 EBM

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCANNED

MAY 18 2001

Log for claim A29-10776B

Spatial Dynamics PJM

8/24/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s37e	15	NWSE	8	39	Indiscernible
Totals:			8	39	

MAY 18 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: **A29-10776B**
Date Received: 4/25/1990
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: LYNN W STEWART 807-468-3533
Address: 290 S 500 W
LEHI UT 84043
OR
Name: MARGIE H STEWART 807-468-3533
Address: 290 S 500 W
LEHI UT 84043

2. Date of Priority: JUL 1, 1917

3. Source: WEST BOB SMITH CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	37E	15	SE	NE	NW		BANNOCK
			SE	SE	NW		BANNOCK

5. Description of diverting works:
ONE HEADGATE TO DITCH. ONE HEADGATE TO GRAVITY FLOW PIPELINE.

6. Water is used for the following purposes:

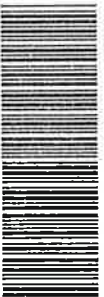
Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	09/15	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A2910776B



10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	37E	15	NW SE		IRR	8.0
Section Acres						8.0
Total Acres						8.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

29-00207B, 00214B, 00215B, 10774B, 10776B.

14. Remarks:

THIS NOTICE COMBINES DECREED RIGHTS 29-00209, 00210 & 00211.

THIS CLAIM WAS SPLIT OFF A29-10776.

PAID UNDER RECEIPT NO. E013624.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 8/ 6/1932

UNION GRAIN & ELEVATOR CO.

Decree Plaintiff

MC CAMMON DITCH CO., ET. AL.
vs Decree Defendant