

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

THE DECREED SOURCE OF THE PARENT RIGHT IS SPRINGS. NO ACTUAL
POINTS OF DIVERSION EXIST AS DESCRIBED BY THE DECREE. WATERS OF
THE UNNAMED STREAM PRODUCED BY THE SPRINGS ARE DIVERTED INTO
THE HALE-HARKNESS DITCH FOR DELIVERY.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

06/27/2003

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

RIGHT NUMBER: 29-13433
NAME AND ADDRESS: JERRE TEWS
892 E HWY 30
MC CAMMON ID 83250

SHANNON TEWS
892 E HWY 30
MC CAMMON ID 83250

SOURCE: UNNAMED STREAM TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.234 CFS

THE AMOUNT OF TIME WATER IS DIVERTED UNDER THIS WATER RIGHT MAY NOT EXCEED 112 HOURS OF A 168 HOUR ROTATION.

PRIORITY DATE: 05/01/1880

POINT OF DIVERSION:

T09S R36E S12 NESWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 09/15	0.234 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 R36E S01 Lot 10 SWSW	2.7	T09S R36E S02	NESE	0.3
T09S R36E S02	SESE	9.3		

12.3 ACRES TOTAL

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

THIS WATER RIGHT CAN NOT BE TRANSFFERED.

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

06/27/2003

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

THE DECREED SOURCE OF THE PARENT RIGHT IS SPRINGS. NO ACTUAL POINTS OF DIVERSION EXIST AS DESCRIBED BY THE DECREE. WATERS OF THE UNNAMED STREAM PRODUCED BY THE SPRINGS ARE DIVERTED INTO THE HALE-HARKNESS DITCH FOR DELIVERY.

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11/26/2002

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

RIGHT NUMBER: 29-13433
NAME AND ADDRESS: JERRE TEWS
892 E US HWY 30
MC CAMMON ID 83250

SHANNON TEWS
892 E HWY 30
MC CAMMON ID 83250

SOURCE: UNNAMED STREAM TRIBUTARY: PORTNEUF RIVER
QUANTITY: 0.156 CFS
PRIORITY DATE: 05/01/1880
POINT OF DIVERSION:

T09S R36E S12 NESWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 09/15	0.156 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 R36E S01 Lot 10 SWSW	0.5	T09S R36E S02	NESE	0.3
T09S R36E S02	SESE	7.0		

7.8 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: Decreed

THE DECREED SOURCE OF THE PARENT RIGHT IS SPRINGS. NO ACTUAL POINTS OF DIVERSION EXIST AS DESCRIBED BY THE DECREE. WATERS OF THE UNNAMED STREAM PRODUCED BY THE SPRINGS ARE DIVERTED INTO THE HALE-HARKNESS DITCH FOR DELIVERY.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO SECTION 42-1425, IDAHO CODE.

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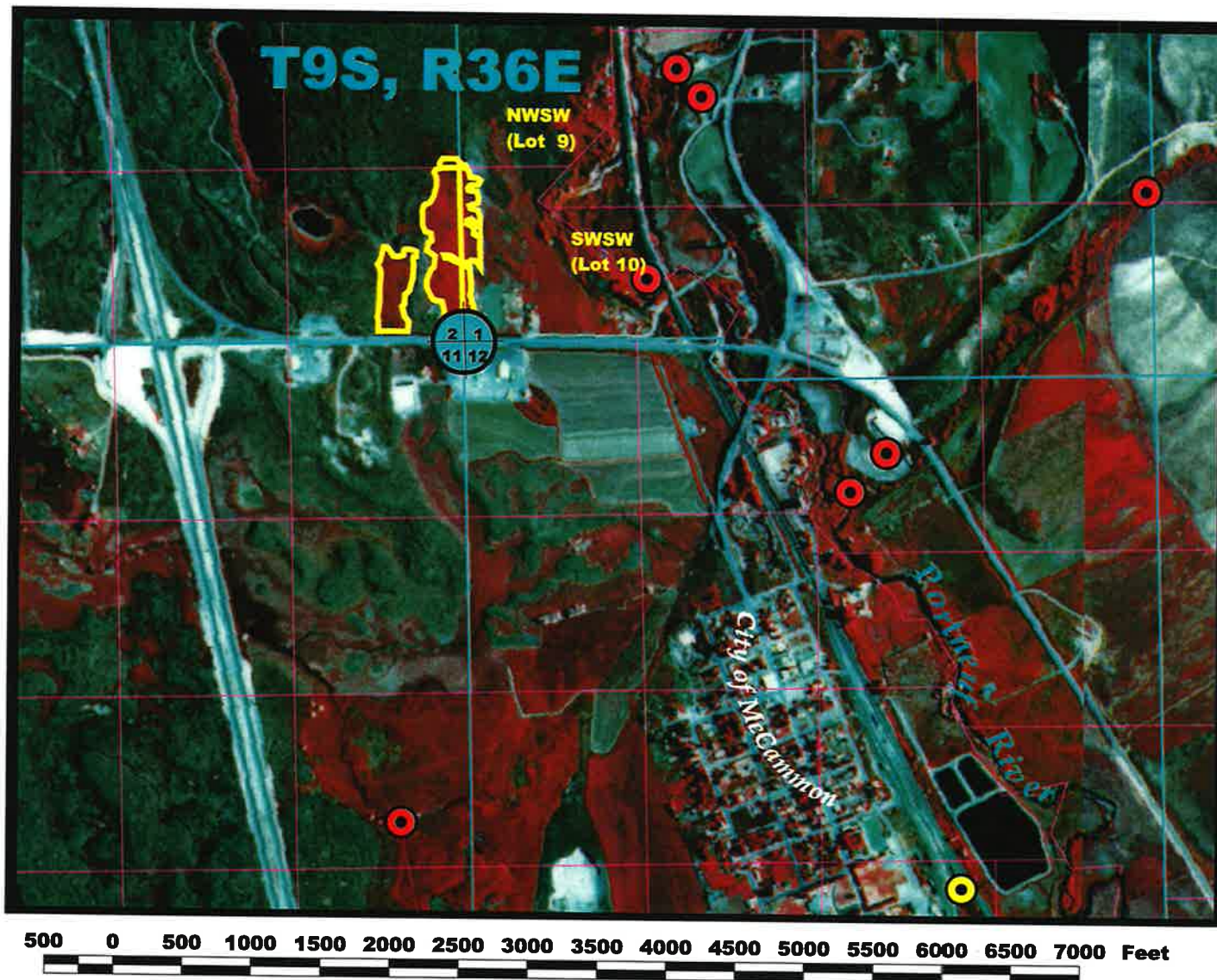
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.



State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
29-13433

Place of Use: T9S, R36E
(parts of) Sec.1 SWSW (L 10),
NWSW (L 9)

Point(s) of Diversion: T9S, R36E
Sec. 12 NESWSE (unnamed stream)

Notes: Delivery is through
Hale-Harkness ditch.



LEGEND

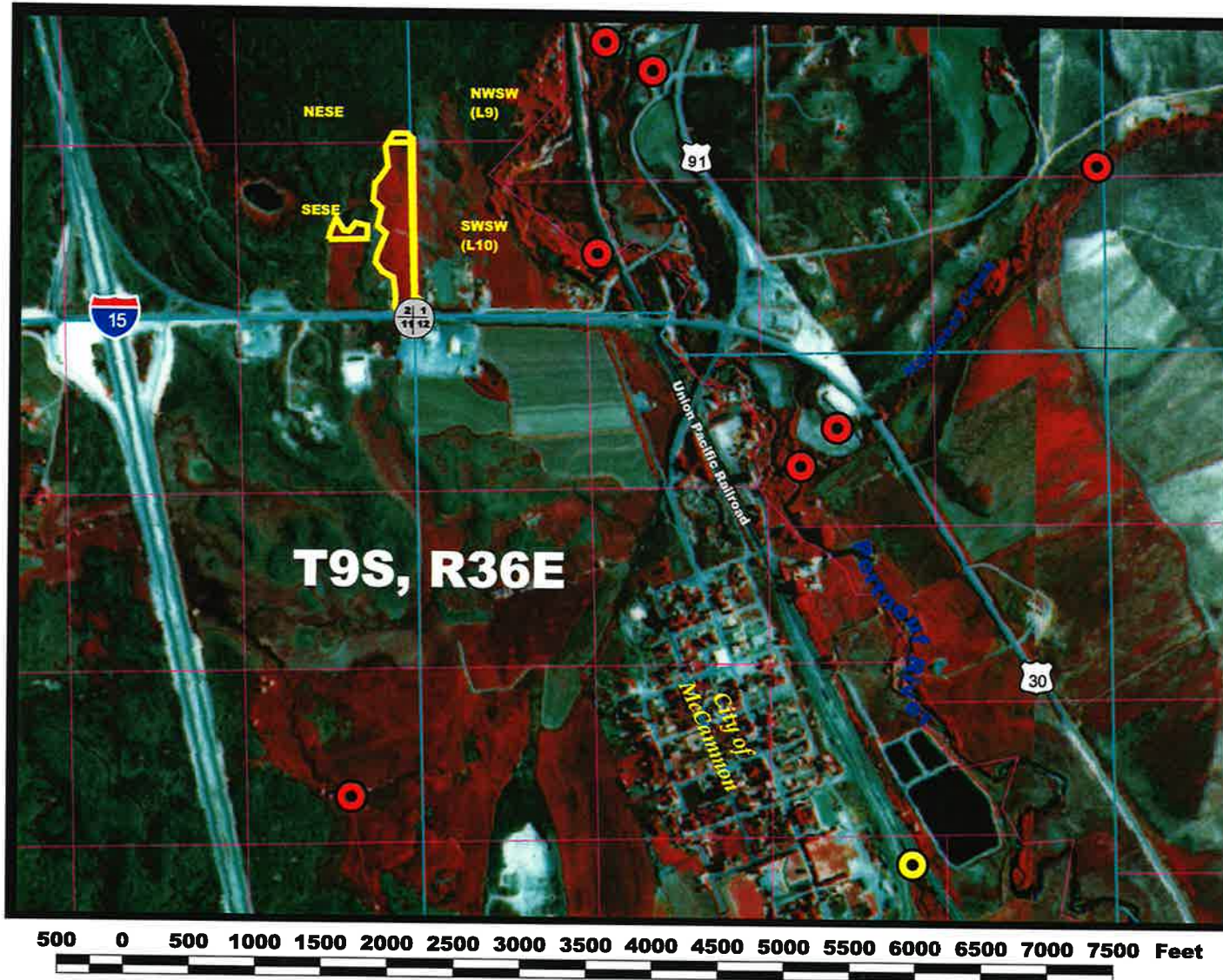
-  Point of Diversion
-  SESE Place of Use
-  Section
-  Quarter-Quarter



State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
29-13433

Place of Use: (parts of) T9S, R36E
Sec. 1 SWSW (L10), Sec. 2 E2SE

Point(s) of Diversion: T9S, R36E
Sec. 12 NESWSE (unnamed stream)

Note: Delivery through
Hale-Harkness ditch



LEGEND

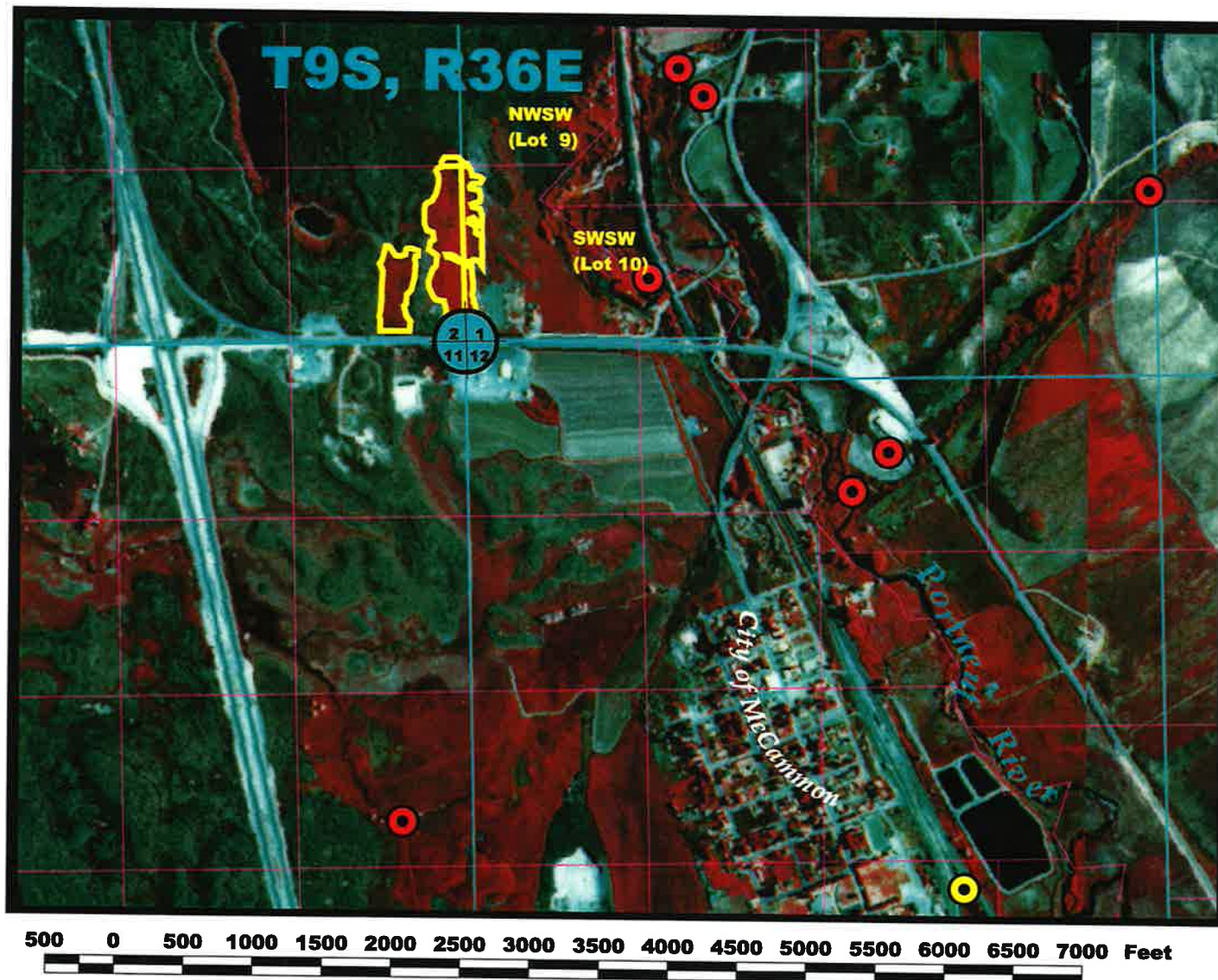
- Point of Diversion
- SESE
- Place of Use
- Section
- Quarter-Quarter



State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
29-13433

Place of Use: T9S, R36E
(parts of) Sec.1 SWSW (L 10),
NWSW (L 9)

Point(s) of Diversion: T9S, R36E
Sec. 12 NESWSE (unnamed stream)

Notes: Delivery is through
Hale-Harkness ditch.



LEGEND

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

06/27/2003

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 29-13433

JERRE TEWS

892 E HWY 30

MC CAMMON ID 83250

Telephone Number: (208) 254-3222

SHANNON TEWS

892 E HWY 30

MC CAMMON ID 83250

Telephone Number: (208) 254-3222

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

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

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

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

DATE: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office,

July 2, 2003

Jerre Tews
892 E US Hwy 30
McCammon ID 83250

Re: Water Right No. 29-13433

Dear Mr. Tews

I am writing this letter to you as a courtesy to inform you that after the Idaho Department of Water Resources reviewed its preliminary recommendation for your water right, a quantity remark has been added and the number of acres for the place of use has been adjusted slightly upward.

You can expect the Department's Director's Report, which is to be filed with the SRBA Court sometime in the next couple of weeks, to reflect these changes. Please see the attached revised preliminary director's report for the description of your water right.

If you disagree with the recommendation for your water right, you will be able to file an objection with the SRBA Court. A Notice of Filing Director's Report will be mailed to you along with the Director's Report for your water right sometime in July. This Notice will outline the deadlines and process for filing an objection to your water right(s).

If you have any further questions regarding this matter, you can contact me at 208-327-7900.

Very truly yours,

Candice M. McHugh
Deputy Attorney General, IDWR

Enclosure

cc: Allen Ruberry

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 21, 2003

Water right number: 29-13433

JERRE TEWS
892 E HWY 30
MC CAMMON ID 83250
Telephone Number: (208) 254-3222

SHANNON TEWS
892 E HWY 30
MC CAMMON ID 83250
Telephone Number: (208) 254-3222

RECEIVED
APR 21 2003
Department of Water Resources
Eastern Region

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

Quantity of water -- 0.156 cfs, should be 0.229
Place of use as 7.8 acres, Part of my irrigated acres has been excluded... Approx. 3 1/2 acres.

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

Correct the quantity of water and the place of use.

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

Based on deeds and purchase/sales agreements, I have not been given the proper amount of water for my land. Other owners of land have received a disproportionate amount of water.

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

DATE: 4/21/03

SIGNATURE: [Signature]

Please print your name: Jerre D. Tews

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

4/24/03 1120AM TRUED TO CALL JEFF HARRIS (BOTH #'S) NO ANSW.

SEE 29-62 FILE
FOR ADDITIONAL DOCS,

call 851-1599 - Jerry
work 254-3630

Jeff 251-0719 cell
254-3454 Hm
254-3021

Allen, I spoke w/ Jeff Harris. He said he would be willing to talk to you about this. Please call me.

Thanks.

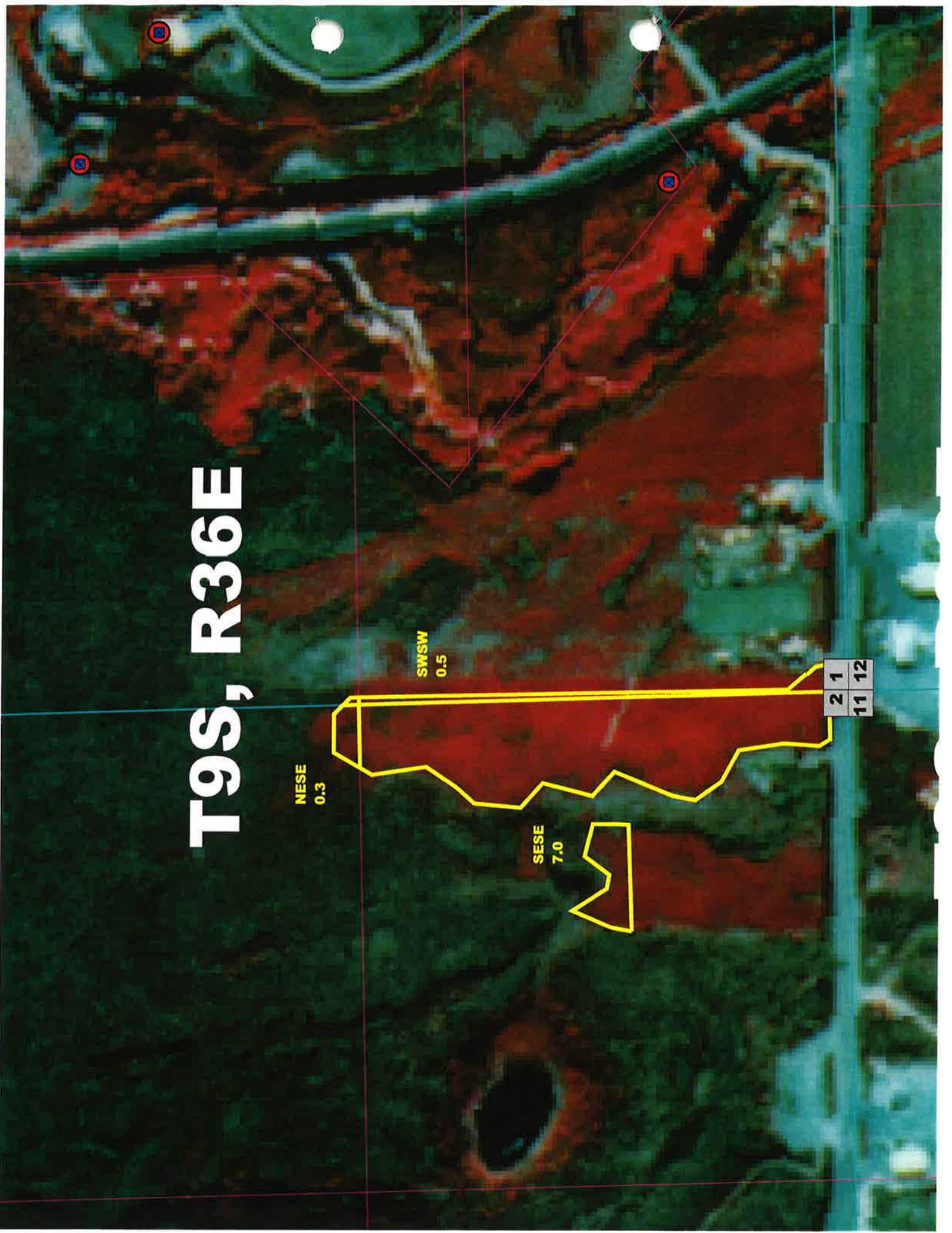
T9S, R36E

NESE
0.3

SWSW
0.5

SESE
7.0

2	1
11	12



50. ORGILL, SAMUEL .40 c.f.s. Said water to be diverted through the said Hale-Harkness Ditch, last above described, for the irrigation of lands in Lot 10, Section 1; the South half of the Southeast quarter, and the Northwest quarter of the Southeast quarter, Section 2, Township 9 South, Range 36 East.
 1-0062 1880 May 1
 POD: SEE NOTE BELOW
 POH: LOT 10 SEC. 1, S²SE, NW¹SE SEC. 2 9536E
51. ROMRIELL, G. H. .40 c.f.s. Said Water to be diverted through a private ditch having its intake from the Portneuf River in Lot 3, Section 19, Township 9 South, Range 37 East, for the irrigation of lands in Lots 1 and 2, the Northeast quarter of the Northeast quarter, Section 19, Lot 5, Section 18, all in Township 9 South, Range 37 East.
 1-0063 1906 May 1

NOTE: POD DESCRIBED IN 29-00059 (DECREES) AS:

" TWO GROUPS OF SPRINGS FOR THE SOURCE OF THIS DITCH.
 ONE GROUP IS LOCATED N 61° E, ± 700'; OTHER GROUP IS
 LOCATED S 57° W, ± 1900', FROM THE NE CORNER OF THE
 SOUTHEAST QUARTER OF SEC. 13, 9536E. (SEE GPS).

EXCERPT FROM UNION GRAIN
 AND ELEVATOR vs Mc CANNON
 CANAL Co., AUGUST 6, 1932
 (FINAL AMENDMENT)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

SM
 DELOG AR
 8/2/02

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
29-00062	(split)				

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

☒ C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s)

JOE HARRIS

4. New Owner/Claimant(s)

Jerre and Shannon Tewer

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

892 E. Hwy 30

City, State and ZIP Code

McCammon, ID 83250

New Telephone Number

(208) 254-3222

5. Date you acquired the property

April 1, 1998

RECEIVED

AUG 02 2002

Department of Water Resources
 Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

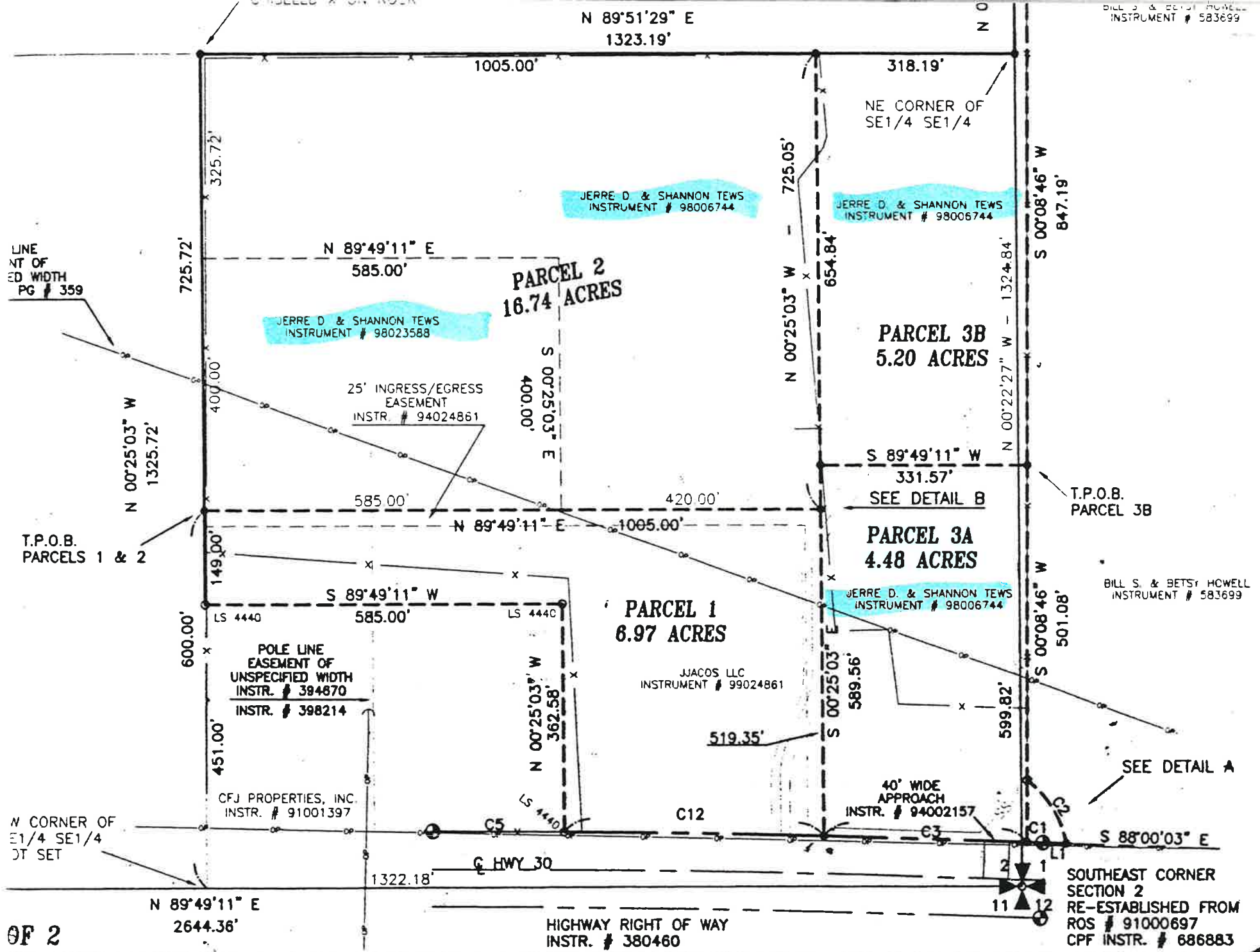
Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional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

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

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

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

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



OF 2

LEGEND	SURVEYOR'S CERTIFICATE	RECORDER'S CERTIFICATE
N CORNER		

WARRANTY DEED

38006743

For Value Received **JEFFREY F. HARRIS and KATHLEEN M. HARRIS, husband and wife**

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

^{SDT}
ST
JERRE TEWS and SHANNON TEWS, husband and wifewhose address is: **3378 E. Colendale Rd., Preston, ID 83263**

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

PARCEL 1:The South 600 feet of the West 1005 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 9 South, Range 36 East of the Boise Meridian, BANNOCK COUNTY, IDAHO.**EXCEPTING THEREFROM** the South 451 feet of the West 585 feet thereof.**ALSO EXCEPTING** that portion lying within the I-15 Interchange as shown on Deed to the State of Idaho recorded as Instrument No. 346238.

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: APRIL 10, 1998


JEFFREY F. HARRIS
KATHLEEN M. HARRIS

STATE OF IDAHO)

: ss

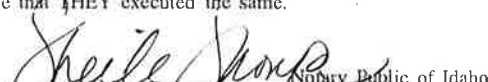
COUNTY OF BANNOCK)

On This 10TH day of APRIL, in the year 1998, before me, a Notary Public in and for said State, personally appeared JEFFREY F. HARRIS and KATHLEEN M. HARRIS, known or identified to me to be the person(s) whose name(s) ARE subscribed to the within Instrument, and acknowledged to me that THEY executed the same.

38006743

NO FIRST AMENDMENT
RECORDED AT REQUEST OF

'98 APR 10 PM 4 35

OFFICIAL RECORD BOOK NO 709
BANNOCK COUNTY IDAHO
LARRY W. CLARK RECORDER
FEE 200 DEPUTY 
Notary Public of Idaho
Residing at POCATELLO
Commission Expires: 8-9-99

NOTARY SEAL

RECEIVED
AUG 02 2002Department of Water Resources
Eastern Region

REAL ESTATE AGREEMENT

THIS AGREEMENT is made by and between

Jeffery F. Harris and Kathleen Harris, husband and wife

hereinafter known as "Seller", and

Jerre Tews and Shannon Tews, husband and wife

hereinafter known as "Buyer".

IT IS HEREBY AGREED AS FOLLOWS:

1. SALE OF PROPERTY. Seller covenants and agrees to sell and convey to the Buyer, and the Buyer covenants and agrees to purchase from the Seller under the terms set forth below, the real property described as:

The south 600 feet of the west 1005 feet, SE 1/4 SE 1/4, Section 2, T9S, R36 EBM, Except the south 451 feet of the west 585 feet and except the portion lying within the I-15 interchange. A complete description will be provided at closing.

2. PURCHASE PRICE. The purchase price of the above-described property shall be  Buyer shall deposit One Thousand Dollars with First American Title Co. upon signing this agreement which sum shall be earnest money. The balance of the purchase price shall be paid by Buyer to Seller at closing.

3. PRORATED TAXES AND ASSESSMENTS. Taxes and assessments against the property shall be prorated to date of closing.

4. POSSESSION AND CLOSING. Closing shall take place at 10:00 am on April 10, 1998 at the offices of First American Title Insurance Company in Pocatello, Idaho or at such

other time as Buyer and Seller may mutually agree upon. Buyer agrees to indemnify and hold Seller harmless from any and all claims or actions that may be asserted against Seller by anyone working on the subject property under direction of Buyer.

5. TITLE. Seller represents and warrants title in fee simple, free from all claims or encumbrances, subject only to taxes and assessments for the current year and rights of way of public record approved by Buyer. Seller shall execute and cause to be delivered at closing a good and sufficient warranty deed conveying to Buyer the subject property.

6. TITLE INSURANCE. Seller shall furnish buyer title insurance in the amount of the total sale price from First American Title Insurance Company.

7. TIME IS OF THE ESSENCE. Time is of the essence of this contract, and it is expressly agreed that any concessions or departures from, or delay in, enforcing the provisions of the same, with or without the consent of the Seller, shall not waive or be a waiver of any right of Seller to stand upon the strict letter and construction of the terms hereof or construed to be a waiver of the right of the Seller to enforce the same in accordance with its term.

8. INSPECTION. The Buyer acknowledges having full opportunity for inspection of subject property and is not relying on any representation by seller or seller's agents in making this purchase. Buyer purchases the property "AS IS" and takes the property subject to the lava rocks and other waste on the property, and subject to any environmental contamination, if there be any. Seller is not aware of any such contamination but Buyer is purchasing the property in such "AS IS" condition. Seller makes no representations as to the

adequacy of the approaches on Highway 30. Buyer assumes all responsibility for dealing with the Idaho Transportation Department and any cost incurred shall be borne by Buyer.

9. NOTICES. All notices required to be given shall be in writing and shall be personally served or sent postage prepaid by United States, Certified Mail, return receipt requested to the parties home address. Notice shall be deemed given on the date shown on the return receipt.

10. LEGAL FEES. In the event either of the parties must retain the services of an attorney in order to enforce the terms or provisions of this contract, the prevailing party in any litigation arising therefrom shall be entitled to recover a reasonable attorney fee and costs incurred for the prosecution thereof.

11. COSTS.

11.1 Buyer shall pay the following costs:

- A. One-half of the closing cost with First American Title Insurance Company.
- B. Cost of any survey required to determine the boundaries of the property.

11.2 Seller shall pay the following costs:

- A. One-half of the closing cost with First American Title Insurance Company.
- B. Title insurance policy for Buyer.
- C. Legal fees for preparation of this Agreement.

11.3 This contract and related documents were prepared by the attorney for the Seller and the other party to this agreement acknowledges independent counsel of that party's choice may be consulted if desired, which fee shall be paid by that party.

12. HEIRS OR ASSIGNS. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

13. MISCELLANEOUS.

13.1 Water Rights.

Seller has certain water rights in the Hale-Harkness Canal. Buyer shall receive all such water rights except eight (8) hours of ditch water which has or will be transferred by Seller to Bill Howell, a property owner on property adjacent to the subject property. Seller makes no representation as to any such ditch water and Buyer is responsible to determine when such water is available and what uses may be made of such water by Buyer. Other than the Hale-Harkness Canal, the only developed water is a well. Seller makes no representations as to such well water and specifically makes no representation as to the amount, the priority of the well as compared to other water rights and well rights and no representation as to whether such water is fit for any use including domestic consumption. Buyer shall be responsible for determining all such matters at Buyer's cost.

*Union Canal District
29-0062*

13.2 Exchange.

The parties agree that if either party will be able to secure a benefit by rewording this Agreement, or by the initial transfer of the property to Seller's or Buyer's assignee

in order to complete the provisions of a 1031 Tax Deferred Exchange, or by combining this transaction with any other transfer of like kind property so as to effect a third party exchange for tax purposes, the parties will agree to such changes, provided that neither Buyer or Seller are adversely affected thereby. The party requesting such modification or assignment will be solely responsible for insuring that this Agreement remains in full force and effect, that the party consenting to the interim transfer is not adversely affected and for the legal sufficiency of the tax deferred exchange.

Dated this 1 day of April, 1998.

SELLER:

Jeffrey F. Harris
Jeffrey F. Harris

Kathleen Harris
Kathleen Harris

DATED this 1 day of April, 1998.

BUYER:

Jerry Tews
Jerry Tews

Shannon Tews
Shannon Tews

WARRANTY DEED

38006744

For Value Received **JEFFREY F. HARRIS and KATHLEEN M. HARRIS, husband and wife**

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

JERRE TEWS and SHANNON TEWS, husband and wifewhose address is: **3378 E. Glendale Rd., Preston, ID 83263**

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

SEE ATTACHED EXHIBIT "A"

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: **APRIL 10, 1998**

Jeffrey F. Harris
JEFFREY F. HARRIS
Kathleen M. Harris
KATHLEEN M. HARRIS

STATE OF IDAHO)

: ss

COUNTY OF BANNOCK)

On This 10TH day of APRIL, in the year 1998, before me, a Notary Public in and for said State, personally appeared JEFFREY F. HARRIS and KATHLEEN M. HARRIS, known or identified to me to be the person(s) whose name(s) ARE subscribed to the within Instrument, and acknowledged to me that THEY executed the same.

NO **38006744**
 RECORDED AT REQUEST OF

• **38006744**
98 APR 10 PM 4:36

OFFICIAL RECORD BOOK NO **209**
 BANNOCK COUNTY IDAHO
 LARRY L. CHAN RECORDER
 FEE **6.00** DEPUTY *Jo*

NOTARY SEAL

Sheela Kump
 Notary Public of Idaho
 Residing at **POCATELLO**
 Commission Expires: **2-18-99**

RECEIVED
AUG 02 2002

Department of Water Resources
 Eastern Region

2.2

98006744
JH KAH

PARCEL 2:

The West 1005 feet of the $SE\frac{1}{4}SE\frac{1}{4}$ of Section 2, Township 9 South, Range 36 East of the Boise Meridian, BANNOCK COUNTY, IDAHO.

EXCEPTING THEREFROM the South 600 feet thereof

PARCEL 3:

The $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 2, Township 9 South, Range 36 East of the Boise Meridian, BANNOCK COUNTY, IDAHO.

EXCEPTING THEREFROM the West 1005 feet thereof.

PARCEL 4:

A tract of land in Lot 9 and Lot 10, Section 1, Township 9 South, Range 36 East of the Boise Meridian, BANNOCK COUNTY, IDAHO, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 1, thence N $0^{\circ}16'$ W 70.6 feet to the North right-of-way line of US Highway 30 North the TRUE POINT OF BEGINNING: thence S $88^{\circ}13'$ E along said right-of-way 72.60 feet to a $5/8$ " iron pin; thence along a curve to the right, having a central angle of $43^{\circ}20'48''$ and a radius of 161.83 feet an arc length of 122.43 feet and a cord bearing N $32^{\circ}22'49''$ W, thence due North 1348.91 feet to a $5/8$ " iron pin; thence N $40^{\circ}03'30''$ E 83.89 feet to a $5/8$ " iron pin; thence West parallel to the South line of said Section to the West line of said Section; thence South along said West line to the POINT OF BEGINNING.

JH KAH
JH ST

REAL ESTATE AGREEMENT

THIS AGREEMENT is made by and between

Jeffery F. Harris and Kathleen Harris, husband and wife

hereinafter known as "Seller", and

Jerre Tews and Shannon Tews, husband and wife

hereinafter known as "Buyer".

IT IS HEREBY AGREED AS FOLLOWS:

1. SALE OF PROPERTY. Seller covenants and agrees to sell and convey to the Buyer, and the Buyer covenants and agrees to purchase from the Seller under the terms set forth below, the real property described as:

Parcel 2--the west 1005 feet of the SE 1/4 SE1/4, of Section 2, T9S, R36E of EBM, excepting the south 600 feet. Parcel 3 to be attached. A complete description will be provided at closing.

2. PURCHASE PRICE. The purchase price of the above-described property shall be  Buyer shall deposit Nine Thousand Dollars with First American Title Co. upon signing this agreement which sum shall be earnest money. The balance of the purchase price shall be paid by Buyer to Seller at closing.

3. PRORATED TAXES AND ASSESSMENTS. Taxes and assessments against the property shall be prorated to date of closing.

4. POSSESSION AND CLOSING. Closing shall take place at 10:00 am on April 10,

1998 at the offices of First American Title Insurance Company in Pocatello, Idaho or at such other time as Buyer and Seller may mutually agree upon. Buyer agrees to indemnify and hold Seller harmless from any and all claims or actions that may be asserted against Seller by anyone working on the subject property under direction of Buyer.

5. TITLE. Seller represents and warrants title in fee simple, free from all claims or encumbrances, subject only to taxes and assessments for the current year and rights of way of public record approved by Buyer. Seller shall execute and cause to be delivered at closing a good and sufficient warranty deed conveying to Buyer the subject property.

6. TITLE INSURANCE. Seller shall furnish buyer title insurance in the amount of the total sale price from First American Title Insurance Company.

7. TIME IS OF THE ESSENCE. Time is of the essence of this contract, and it is expressly agreed that any concessions or departures from, or delay in, enforcing the provisions of the same, with or without the consent of the Seller, shall not waive or be a waiver of any right of Seller to stand upon the strict letter and construction of the terms hereof or construed to be a waiver of the right of the Seller to enforce the same in accordance with its term.

8. INSPECTION. The Buyer acknowledges having full opportunity for inspection of subject property and is not relying on any representation by seller or seller's agents in making this purchase. Buyer purchases the property "AS IS" and takes the property subject to the lava rocks and other waste on the property, and subject to any environmental contamination, if there be any. Seller is not aware of any such contamination but Buyer is

purchasing the property in such "AS IS" condition. Seller makes no representations as to the adequacy of the approaches on Highway 30. Buyer assumes all responsibility for dealing with the Idaho Transportation Department and any cost incurred shall be borne by Buyer.

9. NOTICES. All notices required to be given shall be in writing and shall be personally served or sent postage prepaid by United States, Certified Mail, return receipt requested to the parties home address. Notice shall be deemed given on the date shown on the return receipt.

10. LEGAL FEES. In the event either of the parties must retain the services of an attorney in order to enforce the terms or provisions of this contract, the prevailing party in any litigation arising therefrom shall be entitled to recover a reasonable attorney fee and costs incurred for the prosecution thereof.

11. COSTS.

11.1 Buyer shall pay the following costs:

- A. One-half of the closing cost with First American Title Insurance Company.
- B. Cost of any survey required to determine the boundaries of the property.

11.2 Seller shall pay the following costs:

- A. One-half of the closing cost with First American Title Insurance Company.
- B. Title insurance policy for Buyer.
- C. Legal fees for preparation of this Agreement.

11.3 This contract and related documents were prepared by the attorney for the Seller and the other party to this agreement acknowledges independent counsel of that party's choice may be consulted if desired, which fee shall be paid by that party.

12. HEIRS OR ASSIGNS. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

13. MISCELLANEOUS.

13.1 Water Rights.

Seller has certain water rights in the Hale-Harkness Canal. Buyer shall receive all such water rights associated with this property. Seller makes no representation as to any such ditch water and Buyer is responsible determine when such water is available and what uses may be made of such water by Buyer. Other than the ^{Union Canal Deed 29-00062} Hale-Harkness Canal, the only developed water is a well. Seller makes no representations as to such well water and specifically makes no representation as to the amount, the priority of the well as compared to other water rights and well rights and no representation as to whether such water is fit for any use including domestic consumption. Buyer shall be responsible for determining all such matters at Buyer's cost.

13.2 Exchange.

The parties agree that if either party will be able to secure a benefit by rewording this Agreement, or by the initial transfer of the property to Seller's or Buyer's assignee

in order to complete the provisions of a 1031 Tax Deferred Exchange, or by combining this transaction with any other transfer of like kind property so as to effect a third party exchange for tax purposes, the parties will agree to such changes, provided that neither Buyer or Seller are adversely affected thereby. The party requesting such modification or assignment will be solely responsible for insuring that this Agreement remains in full force and effect, that the party consenting to the interim transfer is not adversely affected and for the legal sufficiency of the tax deferred exchange.

Dated this 1 day of April, 1998.

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Kathleen Harris
Kathleen Harris

DATED this 1 day of April, 1998.

BUYER:

Jerry Tews
Jerry Tews

Shannon Tews
Shannon Tews

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 29-13433
Date Received: 11/26/2002
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JERRE TEWS Phone: (208) 254-3222
892 E US HWY 30
MC CAMMON ID USA 83250

SHANNON TEWS Phone: (208) 254-3222
892 E HWY 30
MC CAMMON ID USA 83250

2. Date of Priority: 05/01/1880

3. Source: SPRINGS , SPRINGS Trib. to: SINKS , SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
09S	36E	13	NW	SE		BANNOCK	
09S	37E	18	SW	NW		BANNOCK	

5. Description of diverting works:
HALE HARKNESS DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.156	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	36E	1	SW	SW	10	IRRIGATION	0.5
						Section Acres	0.5
09S	36E	2	SE	SE		IRRIGATION	7
			NE	SE		IRRIGATION	0.3
						Section Acres	7.3
						Total Acres	7.8

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-62.

15. Basis of Claim: Decreed

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this

of _____ 20__

Notary Public

Residing at _____

My commission Expires _____