

11/10/2006

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

RIGHT NUMBER: 75-14171

NAME AND ADDRESS: GEORGE HARKRADER
PO BOX 2417
SALMON ID 83467

SOURCE: WASTE WATER

TRIBUTARY:

QUANTITY: 0.140 CFS

PRIORITY DATE: 10/29/1939

POINT OF DIVERSION:

T20N R22E S6 NWSW Lot 7 Within LEMHI County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 10/31

0.140 CFS

PLACE OF USE:

IRRIGATION in LEMHI County

T20N R22E S06 Lot 7 NWSW 6.00

6 ACRES TOTAL

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

This right remains subject to the right of the original appropriator, in good faith and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.

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 - Beneficial Use

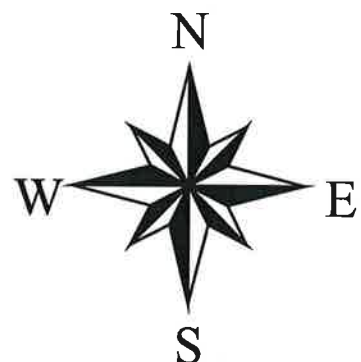
75-14171



0.05 0 0.05 0.1 Miles

A horizontal scale bar with alternating black and white segments. It is labeled with '0.05', '0', '0.05', and '0.1 Miles' from left to right.

-  Lemhi taxlots
-  GCDB20N22E GCDB
-  Ellis_gps.shp
-  Adjudication_gps.shp
-  Pou.shp
-  Pod.shp
-  Administrative BasinsAdminbas.shp



Water Right Number: 75-14171

Current Owner: George Harkrader

RECEIVED

JUL 29 2005

DEPARTMENT OF
WATER RESOURCES

This is the piece of ground my Uncle Ross and Aunt Martha owned. It sits immediately next to my own ground. For the last 20-25 years it has been irrigated with the overflow water from the Highline Ditch that runs out of Williams Creek.

Edward Tolman

Edward Tolman



Kim M. Miles

11/30/2010

Franklin County Idaho

SCANNED

AUG 01 2005

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 75-14171

WATER RIGHT NUMBER: 75-14171

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	GEORGE HARKRADER PO BOX 2417 SALMON, ID 83467 (208)756-4523

Priority Date: 10/29/1939
Basis: Beneficial Use
Status: Active

<u>Source</u>	<u>Tributary</u>
WASTE WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.140 CFS	
	<u>Total Diversion:</u>	0.140 CFS	

Location of Point(s) of Diversion

WASTE WATER	NW1/4SW1/4	Sec. 6, Twp 20N, Rge 22E, B.M.
LEMHI County		

Place of Use

IRRIGATION Within LEMHI County

T20N R22E S06 7.0

Conditions of Approval:

Remarks:

North

West

20 years

SCANNED

AUG 01 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 11, 2004

GEORGE HARKRADER
PO BOX 2417
SALMON ID 83467

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim #75-14171

Dear Claimant:

Enclosed is data-entered Notice of Claim #75-14171 you filed for your property in Lemhi County. I have also enclosed your receipt #C074735. Please retain the receipt for your records.

We have interpreted the data from this claim in the process of data entry in a manner which we feel more accurately reflects the true status of this water right claim. The items that were modified are highlighted. Please review the enclosed claim to assure these modifications are in agreement with the claimed water right.

If you believe our data is incorrect, and you wish to make any changes to this Notice of Claim, please initial the changes before signing the form in front of a Notary Public and return the form to me within 30 days. You may wish to make a copy for your files before returning the claim to me.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Technical Section

SS:region
Enclosures:

Computer-generated Notice of Claim #79-14093
Receipt #C074735

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 75-14171
Date Received: 8/10/2004
Receipt No: C074735
Received By:

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

1. Name of Claimant(s)

GEORGE HARKRADER Phone: (208)756-4523

PO BOX 2417
SALMON ID USA 83467

2. Date of Priority: 10/29/1939

3. Source: WASTE WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
20N	22E	6	NW SW	LEMHI	

5. Description of diverting works:

HEADGATE AND PIPE TO PLACE OF USE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.14	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
20N	22E	6		IRRIGATION	7
Section Acres					7

1

2

4/5/1989

SRDA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME

Harknader George

CLAIM IDENT. NO.

75-1471

DATE RECEIVED

8-3-04

CK #

2074735

AMOUNT

58.-

YES

NO

Required
Info?

1. Is the name and address complete with zip code?

☒☐

*

2. Is a priority date entered?

☒☐

*

Is the priority date acceptable in view of mandatory filing dates?

See Adjudication Memos #1 and #4 to determine if a Permit is required.

☒☐

*

3. (a) Is a source entered?

☒☐

*

(b) Is a tributary to entered? (if required)

N/A

☒☐

*

4. Is the legal description of the p.d. sufficient?

☒☐

*

5. Is there a description of the diverting works?

☒☐

*

6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.

☒☐

*

Is the period of use included?

☒☐

*

Is a quantity claimed for each use?

☒☐

*

7. Is a total quantity claimed entered?

☒☐

*

8. If required is a consumptive use entered?

N/A

☒☐

*

Is the consumptive use correct?

N/A

☒☐

*

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.

N/A

☒☐

*

10. Is (are) the place(s) of use and purpose(s) indicated?

☒☐

*

11. Is (are) the county(ies) entered?

☒☐

*

12. Is the ownership of p.u. checked?

☒☐

*

13. Are other water rights listed or "none" indicated?

☒☐

*

14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)

N/A

☒☐

*

15. Is the basis of the claim indicated?

☒☐

*

16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.)

N/A

☒☐

*

17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.

☒☐

*

18. Has the claim been signed, sealed, and dated by a notary?

☒☐

*

19. Was this claim filed on time, or was an extension granted?

☒☐

*

20. Is the fee enclosed correct?

Exempt

☐☐

*

21. If this claim is based on an existing water right, has the identification number been entered?

N/A

☒☐

*

22. Should this claim be data entered?

☒☐

*

Claim checked by:

D. Sharma

Date:

8-10-04

Claim must be returned to claimant:

(Yes) ☒ (No) ☐

Claimant must be notified of modifications:

☒ (Yes) ☐ (No)

Receipt Prepared by:

Claim data entered by:

Sent to claimant by:

M. McMichaelD. SharmaD. Sharma

Date:

Date:

Date:

8-3-048-10-048-10-04

Checked by:

Date:

Comments: #2 need Century

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: 25-14171 39576

Ident. Number

Date Received 8-3-04

Receipt Number CO-7135

J.E. PP
8-10-04

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) George Harkrader Phone (208) 756-4523

Mailing Address PO Box 2417 Salmon ID Zip 83467

2. Date of Priority (Only one (1) per claim) 10/29/39

3. Source of water supply (a) waste
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 20N Range 22E Section 6,
NW 1/4 of SW 1/4 of _____ 1/4, Govt. Lot, ? B.M., County of Lemhi

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Headgate and pipe to place of

use

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AUG 17 2004

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For irrigation purposes from 3/15 to 11/15 amount 1.14 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.14 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>20N</u>	<u>22E</u>	<u>6</u>										<u>?</u>							<u>?</u>

Total number of acres irrigated 7

11. In which county (ies) are lands listed above as place of use located? Lehigh

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (☒)

14. Remarks:

Last Name Harknader Ident No. 75-14171

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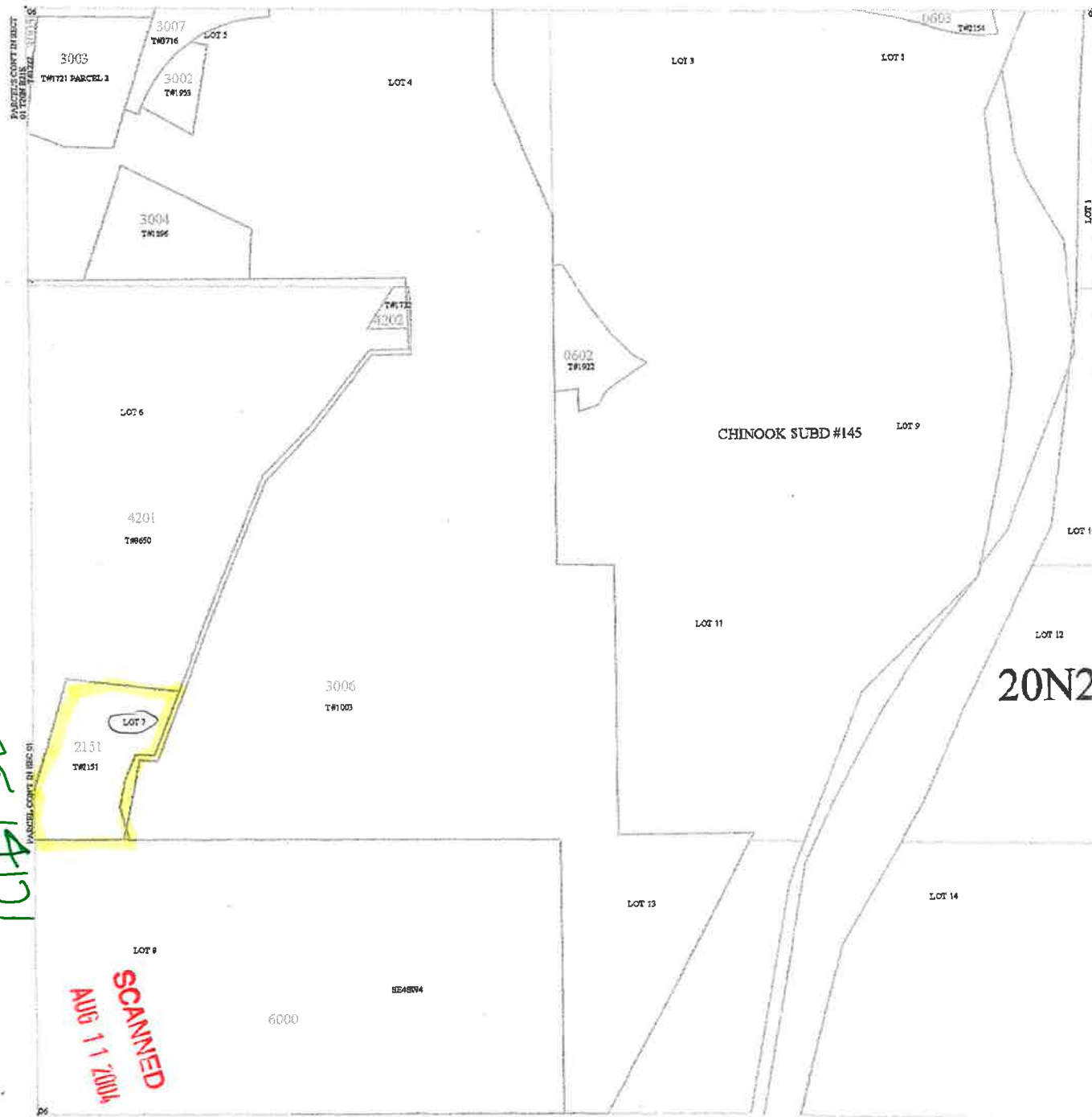
20N22E06

20N22E0

CHINOOK SUBD #145

75-14171

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AUG 11 2004



A G R E E M E N T

THIS AGREEMENT, Made and entered into the 1st day of April, in the year of our Lord one thousand nine hundred and thirty-five, between GEORGE E. SHOUP and SUSIE E. SHOUP, of Salmon, County of Lemhi and State of Idaho, the parties of the first part, and J. F. CORBETT in his capacity as trustee of the RAINBOW FARMS ASSOCIATION, an association of Salmon, County of Lemhi and State of Idaho, the party of the second part;

WITNESSETH, That Whereas, George E. Shoup and Susie E. Shoup, husband and wife, and George L. Shoup and Nellie Shoup, husband and wife, are indebted to the Federal Land Bank of Spokane, Washington, in the respective sums of \$27,500.00, and \$7,500.00, as evidenced by notes given for said respective sums of money and secured by mortgages upon the lands herein described, and other lands additional thereto; which said notes and mortgages are dated July 2, 1934, and are recorded in the office of the County Recorder of Lemhi County, Idaho, in Book "O" of Real Estate Mortgages at pages 95, 96 and 97, and pages 98, 99 and 100, respectively; and

WHEREAS, The payment of said notes are based upon an amortization plan, the first of which provides for final payment nineteen and one-half years after its date, and the second in the sum of \$7,500.00 provides for the last payment on July 1, 1947; and

WHEREAS, The said parties of the first part are desirous of selling said real property hereinafter described, and said party of the second part is desirous of purchasing the same, in trust, for the use and benefit of other persons, and to enter into a contract therefor, under the terms of which said party of the second part will, among other things, assume and pay said mortgage indebtedness held by the Federal Land Bank of Spokane, and will hold said parties of the first part free and harmless therefrom. Said payments to be held and considered as a part payment of the purchase price to be paid for the premises hereinafter described;

NOW, THEREFORE, In consideration of the premises, and in consideration of the covenants and agreements on the part of said party of the second part, in his said trust capacity, hereinafter contained, the said parties of the first part agree to sell and convey unto the said party of the second part, and the said party of the second part, in his said trust capacity, agrees to buy, subject to the conditions and reservations herein contained all those certain lots, pieces or parcels of land, situate, lying and being in Lemhi County, State of Idaho, and bounded and particularly described as follows, to-wit:

Section 1, Township 20 North, Range 21 East of the Boise Meridian, containing 641.76 acres (more or less);

Also:

The East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter and Lots 3 and 6, Section 13 in Township 20 North, Range 21 East of the Boise Meridian, containing 174.50 acres (more or less);

Also:

The Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, the East Half of the Southwest Quarter and Lots 2, 3, 4, 5, 6, 7, 8, 9, 11 and 13, Section 6; Lots 1, 5 and 6 Section 7, all in Township 20 North, Range 22 East of the Boise Meridian, containing 588.28 acres (more or less);

Also:

The Northeast Quarter, the West Half of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter, and Lot 1, Section 12, and Lot 2, Section 13, Township 20 North, Range 21 East of the Boise Meridian, and Lots 2, 3 and 9, Section 7, Township 20 North, Range 22 East of the Boise Meridian, containing 437.99 acres (more or less);

Excepting and reserving from the above described property and easement for a right of way heretofore granted to the Forest Service.

Together with all ditches and ditch rights, water and water rights appurtenant to said land and used in connection therewith.

As a consideration for the purchase of said premises, the said party of the second part agrees to pay the said parties of the first part the sum of \$1000.00, in cash, at the time of the making, execution and delivery of this agreement; and \$1000.00, in cash, on or before June 1, 1935.

As a further part of the consideration, the said party of the second part, in his said trust capacity, agrees to assume and pay the said notes given to the Federal Land Bank of Spokane, Washington, at times, in manner and amounts as named and specified therein and in the mortgages given as security for their payment, and to assume and perform and be governed by all other requirements in said mortgages contained to be done and performed by the mortgagees therein named, so far as any provision therein contained shall in any manner relate to the lands herein described; and will pay all taxes assessed against said property herein described as the same shall become due and before the same shall become delinquent; and shall keep reasonably insured or pay the charges of all policies of insurance which may be issued upon any of the property or improvements thereon herein described.

All payments made shall be paid to said parties of the first part at least TEN DAYS before they become due and payable under the terms of said notes and mortgages held by said Federal Land Bank of Spokane; said parties of the first part agreeing in turn to turn over said payments so made to them, and all of the same, to the said Federal Land Bank of Spokane towards the payment and satisfaction of said notes and mortgages.

As a further part of the consideration to be done and performed by said party of the second part for the purchase of the property herein described, the said party of the second part, in his said trust capacity, agrees forthwith and within the year 1935 following the date of this agreement to construct, or cause to be constructed, an irrigation ditch of suitable size and dimension for the purpose of carrying not less than two thousand inches of water from Salmon River for the purpose of irrigating the lands herein described and for domestic uses. Said ditch shall be of sufficient size and carrying capacity to deliver not less than one thousand inches of water upon all lands herein described, lying southerly of Williams Creek, and in addition thereto not less than one thousand inches of water for use of lands lying upon the bar located northerly of said Williams Creek; said ditch to be constructed according to the plans and customs used and followed by good workman and irrigators in constructing ditches for irrigation purposes, and shall be so constructed that it will be of a permanent character and reasonably safe against breakage or other causes which would have a tendency to lessen its carrying capacity for the purposes and uses for which said ditch shall be constructed. Said ditch shall be placed at a reasonable grade to insure a continuous flow of not less than two thousand inches at the points of intended delivery for use for irrigation and domestic purposes; and shall be constructed at the sole and exclusive expense of said party of the second part, in his trust capacity, and as a part of the consideration for the purchase of said lands.

75-14171

As a part of the consideration for this contract,

IT IS HEREBY MUTUALLY AGREED By and between the respective parties as follows, to-wit;

1. That said party of the second part is to be let into the immediate possession of the premises herein described with the right to cultivate and grow crops thereon and receive all benefits therefrom with full power and authority to utilize said property and premises for stockraising and agricultural purposes and to have exclusive control and possession thereof; provided that said parties of the first part reserve the right and shall have the privilege of going upon said property at all reasonable and proper times for the purposes of observation, and for the purpose of ascertaining that the terms of this agreement are being fully met and performed by said party of the second part.

2. That all meadow and pasture lands shall at all times be properly irrigated by said party of the second part at times and in amount to insure good growing crops; and all ditches shall be kept in repair and properly cleaned out so that water will not overflow their banks, thereby causing injury to adjoining lands and crops growing thereon.

3. That all fences shall be kept in proper repair and all fences erected and constructed by said party of the second part must meet the requirements of the law defining legal fences.

4. Said party of the second part shall be entitled, in his said trust capacity, to sub-let all or any part of the land herein described, and shall like wise be permitted to enter into written leases and give options to purchase any part thereof to other persons subject to the conditions and provisions to be contained in such leases and options that the same are given subject to each and all the terms and conditions in this contract contained; which conditions must be fully met and performed by said prospective lessees and optionees.

5. Said party of the second part agrees to keep up the premises herein described, as required to be done by good farmers and stockmen, and not allow the same to deteriorate in value for want of proper irrigation, or want of such other attention and care as said lands may need.

The term and life of this agreement shall continue and be co-extensive in time with the life of said mortgages given to said Federal Land Bank of Spokane; and upon the full performance of all the terms and conditions herein contained to be done and performed by said party of the second part, and the payment of all moneys herein required to be paid and in the manner as herein specified, then said parties of the first part shall give to said party of the second part a warranty deed granting unto said party of the second part, in his trust capacity, a good and sufficient and marketable title to the premises herein described, free and clear of all incumbrances; together with an abstract of title to said property showing the same to be free of all encumbrances.

If the said party of the second part shall fail, refuse or neglect to fully perform each and all of the terms and conditions herein contained to be done and performed by him, at the times or times herein required, then said parties of the first part shall be excused from making any conveyance of this property to said party of the second part, and said parties of the first part shall have the right, upon such failure by said party of the second part, to terminate this contract, by giving to said party of the second party THIRTY DAYS' written notice of such intention.

In case this contract shall be terminated for failure of the full performance of the terms and conditions herein contained to be done by said party of the second part, then all money paid to said parties of the first part shall remain their sole and separate property as and for liquidated damages and for rental value of said premises; and all improvements placed upon said property by said party of the second part, or caused to be placed thereon by him, shall remain the property of said parties of the first part and be held and considered as a part of the consideration for the rental use of said property and for liquidated damages for breach of contract.

This agreement is made and given subject to two other certain real estate mortgages, being the mortgages herein previously described and recorded in Book "O" of Real Estate Mortgages at pages 95, 96 and 97, and pages 98, 99 and 100, respectively, records of Lemhi County, Idaho, which said mortgages and the notes thereby secured the party of the second part herein assumes and agrees to pay as herein provided.

Time is hereby made the essence of this contract.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

George E. Shoup (SEAL)
Sue E. Shoup (SEAL)
J. F. CORBETT (SEAL)
Trustee

STATE OF IDAHO)
County of Lemhi) SS

On this 14th day of May in the year 1935, before me Enoch W. Whitcomb, a Notary Public in and for said State, personally appeared GEORGE E. SHOUP, SUSIE E. SHOUP and J. F. CORBETT, in his capacity as trustee, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Enoch W. Whitcomb
Notary Public for Idaho;
Residing at Salmon, Idaho

Recorded at the request of George E. Shoup December 27th, 1935, at 10 minutes past 2 o'clock P. M., in Book C of Agreements pages 147 and 148 Records of Lemhi County, Idaho.

By Frances Babin
Deputy

W. W. Simmonds
County Recorder

Scale: 2 inches equals 1 mile

The image displays a large 16x16 grid of squares. Each square in the grid contains a smaller 3x3 sub-grid of dashed lines. These dashed lines intersect at the center of each square, forming a cross shape. The grid is composed of 16 rows and 16 columns, totaling 256 squares. The dashed lines are black and set against a white background within each square.

75-14171

SCANNED
AUG 11 2004

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 20 NORTH, RANGE 22 EAST, AND THE NE1/4SE1/4 OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 21 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHEAST SECTION CORNER BEARS SOUTH 89° 32' 15" EAST, A DISTANCE OF 1353.95 FEET ON A BEARING OF NORTH 0° 00' 10" EAST, ALONG THE SECTION LINE TO A POINT ON AN EXISTING FENCE AND BEING THE REAL POINT OF BEGINNING. THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID FENCE; SOUTH 89° 39' 16" EAST, 451.23 FEET; NORTH 16° 26' 58" WEST, 127.40 FEET; NORTH 11° 37' 33" EAST, 136.18 FEET; NORTH 24° 02' 59" EAST, 129.61 FEET; SOUTH 88° 35' 51" EAST, 81.86 FEET; NORTH 23° 54' 41" EAST, 333.54 FEET TO A POINT; THENCE NORTH 83° 40' 18" WEST, 560.36 FEET; THENCE SOUTH 16° 29' 04" WEST, 767.05 FEET TO A POINT ON AN EXISTING FENCE; THENCE ALONG SAID FENCE SOUTH 89° 39' 16" EAST, 62.16 FEET TO THE REAL POINT OF BEGINNING.

TOGETHER WITH:

A NON-EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL A, FOR INGRESS AND EGRESS, 30 FEET WIDE, LOCATED IN SW1/4 OF SECTION SIX (6), TOWNSHIP TWENTY (20) NORTH, RANGE TWENTY TWO (22) EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, 15.00 FT. ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SW CORNER OF SECTION 6 FROM WHICH THE NW CORNER OF SAID SECTION 6 BEARS N. 00° 12' 03" EAST A DISTANCE OF 5287.57 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 02° 49' 04" WEST A DISTANCE OF 1323.87 FT. TO THE SW CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE N. 16° 29' 04" E. ALONG THE WESTERLY PROPERTY LINE A DISTANCE OF 15.62 FT.;

THENCE SOUTH 89° 39' 16" EAST A DISTANCE OF 504.52 FEET TO A POINT ON THE EASTERLY PROPERTY LINE AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 39' 16" EAST A DISTANCE OF 496.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF CORBETT LANE AND THE POINT OF TERMINUS.

SUBJECT TO:

A 30.00 FT. WIDE EASEMENT FOR INGRESS AND EGRESS 15.00 FT. ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SW CORNER OF SECTION 6 FROM WHICH THE NW CORNER OF SAID SECTION 6, BEARS N. 00° 12' 03" E. A DISTANCE OF 5287.57 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 02° 49' 04" W. A DISTANCE OF 1323.87 FT. TO THE SW CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE N. 16° 29' 04" E. ALONG THE WESTERLY PROPERTY LINE A DISTANCE OF 15.62 FT. TO THE POINT OF BEGINNING; THENCE S. 89° 39' 16" E. ALONG SAID CENTERLINE A DISTANCE OF 504.52 FT. TO A POINT ON THE EASTERLY PROPERTY LINE AND THE POINT OF TERMINUS.

SCANNED
AUG 11 2004

75-14171

Warranty Deed

For Value Received

MARTHA S. CORBETT, an unmarried person

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

GEORGE HARKRADER AND LINDA HARKRADER, husband and wife

whose current address is

PO BOX 2417
SALMON, ID 83467

the grantee of the following described premises, in LEMHI County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she the owner in fee simple of said premises; that they are free from all incumbrances

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

Dated: OCTOBER 15, 1999

Martha S. Corbett
MARTHA S. CORBETT



STATE OF IDAHO, COUNTY OF LEMHI
On this 15th day of OCTOBER, 1999
before me, a notary public in and for said State, personally appeared
MARTHA S. CORBETT
known to me to be the person whose name is
subscribed on the within instrument, and acknowledged to me that
she executed the same.
Laurie M. Santee
LAURIE M. SANTEE Notary Public
Residing at SALMON, Idaho
Comm. Expires 6-19-2001

State of Idaho) SS No. **242282**
County of Lemhi)
This instrument was filed for record at the request
of *Alliance Title*
at 3:20 clock p.m. *10/15/99*
and duly filmed and indexed in the records of Lemhi
County
Terri J. Morton
Ex-Officio Recorder
By *Terri J. Morton* Deputy
Fee *6.00*
Return to: *Alliance Title*

SCANNED
AUG 11 2004

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 20th day of July, in the year of our Lord one thousand nine hundred and thirty-six, between George E. Shoup, of Salmon, County of Lemhi, State of Idaho, the party of the first part, and George Hodges, in his capacity as trustee of the RAINBOW FARMS ASSOCIATION, an association of Lemhi County, State of Idaho, the party of the second part;

WITNESSETH, That whereas, the said Rainbow Farms Association, at a meeting duly held by the members thereof, agreed to make a re-organization of said association and to change that certain agreement made and entered into between George E. Shoup and Susie E. Shoup, parties of the first part, and J. F. Corbett, in his capacity as trustee of said association, which agreement is dated April 1, 1935, to better meet the wishes and intentions of all parties thereto; and

WHEREAS, At said meeting George Hodges was duly selected and elected to act as trustee of said Rainbow Farms Association in lieu of J. F. Corbett, whose name appears as trustee of said association in said agreement; and

WHEREAS, The said George E. Shoup and Susie E. Shoup are willing to enter into an agreement supplemental to said agreement dated April 1, 1935, and in addition thereto;

NOW, THEREFORE, In consideration of the premises IT IS HEREBY MUTUALLY AGREED By and between the respective parties that said contract or agreement made and entered into by and between George E. Shoup and Susie E. Shoup, parties of the first part, and J. F. Corbett, in his capacity as trustee of said association, which agreement is dated April 1, 1935, is hereby changed and modified and added to in the following particulars, viz:

1. That the time for the construction of the main ditch in said contract described is hereby extended so that by August 15, 1936, said ditch shall be constructed in manner as required in said original contract to a point where the ditch intersects Williams Creek, from which point the Lower Williams Creek ditch shall be cleaned and repaired and used to the full extent of its carrying capacity for the purpose of conducting water to and upon the bar land north of Williams Creek for irrigation during the balance of the season of 1936; and said water shall be delivered upon said bar land in seasonable time to irrigate and to enable a maintenance of all crops growing thereon; provided, that upon the construction of said ditch to Williams Creek, as herein provided, and sufficiently early to irrigate said bar land and the maintenance of crops thereon growing, then an extension of time shall be given to said trustee within which to make other required construction for the full completion of said main ditch, as provided in said original contract during the year 1937. The ditch, when completed, as provided in said original contract, shall contain the placement of all necessary spillways and such other additions or improvements required in a ditch carrying water for the purposes herein and in said original contract intended.

2. Said trustee shall be required to secure, at his expense, a right of way through the Mendenhall ranch property for the placement and construction of said ditch and shall provide, at his expense, a weir or weirs, not exceeding two, with which to control the delivery of one hundred inches of water and such additional amounts as may be agreed upon between said trustee and said Mendenhall, or his successor in interest. All weirs shall be made from plans made or approved by the County Surveyor, which plans shall provide for the least obstruction of the natural flow of water through the ditch.

3. The trustee is hereby required to make a full report by the 31st day of December of each year of the individual and total production of crops grown and raised upon said premises and of the disposal by sale or otherwise; of all expenditures made for the purchase of material for permanent improvements and the amount expended for hired labor; a copy of such report, together with such additional items as may be added or included by the trustee, shall be delivered to George E. Shoup upon the date above stated.

4. Beginning with the year 1940, and when the production or accumulated earnings from said ranch property shall produce a net income over all necessary expenses of operation, said trustee agrees to apply and pay fifty per cent of such net income in payment of the indebtedness of said party of the first part to the Federal Land Bank, which indebtedness is secured by a mortgage upon the real property herein described and referred to.

5. It is agreed that George E. Shoup, party of the first part, shall have the right at any time to make any advanced payments toward the satisfaction of the mortgage, and debt thereby secured, upon the property herein referred to, but such payment shall not release said trustee, and his beneficiaries, from any liability or obligations assumed by them, and each of them, under the terms of the agreement made and entered into between George E. Shoup, party of the first part, and the trustee or trustees herein named; and interest and installments shall continue upon all indebtedness assumed by the said trustee, and his predecessor in interest, as in said original contract provided until said obligation shall be paid in full.

6. All necessary surveys of said lands, or any part thereof, shall be made under the supervision of the County Surveyor, or other qualified engineer, when such surveys may be necessary to insure a proper construction of said ditch in said original contract described, which service the said trustee agrees to pay.

7. That said trustee shall be required to survey all parts of land herein described which he may desire to sell or otherwise dispose of subject to this agreement, and to designate all corners thereof by substantial monuments. Such survey shall be in harmony with the survey of all the land herein described as made under the supervision of the United States and shall conform thereto. All surveys shall be made at the expense of said trustee; and said survey as accepted and approved by George E. Shoup and said trustee shall be final and shall control the boundaries of all land so surveyed.

IN WITNESS WHEREOF, The respective parties have hereunto set their hands and seals the day and year first above written.

George E. Shoup (SEAL)
George Hodges (SEAL)
Trustee

STATE OF IDAHO,

County of Lemhi--SS

On this 20th day of July, in the year 1936, before me Enoch W. Whitcomb, a Notary Public in and for said State, personally appeared George E. Shoup and George Hodges as trustee known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)

Enoch W. Whitcomb
Notary Public for Idaho: residing at

SCANNED
AUG 11 2004

75-1471

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

Signature of Claimant (s) _____

Date 7/28/04

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title _____

of _____, that I have signed the foregoing

Organization _____

document in the space below as _____

Title _____

of _____

Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)
County of Lemhi) SS.

Subscribed and sworn (or affirmed) before me this

28th

day of

July

19 2004

Notary Public

Robert E. Foster

Residing at

Salmon Id

My Commission Expires

2-16-07

Please Print Name

17. Notice of Appearance.

Notice is hereby given that I, _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name

Harkrader

Ident. Number

75-14171

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AUG 11 2004