

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 30 2017

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
11-119	Yes ☒	Yes ☐		Yes ☐	Yes ☐
11-120	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Samuel Widmer
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Laura Widmer
New owner(s) as listed on the conveyance document
- Mailing address: Box 64 City: Geneva State: ID ZIP: 83238
- Telephone: 208-847-2166 or 307-707-4472 Email: Geneva83238@gmail.com

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 05-13-2008
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☒ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9

8. Signature: Laura Widmer Title, if applicable: _____ Date: 08-28-2017
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: JB Date: 8/30/2017 Receipt No.: E043335 Receipt Amt.: \$200.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9: _____ Approved by: _____ Processed by: _____ Date: _____

Homestead Certificate No. 4364

4779 A.

Application 5627

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, GREETING.

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1899, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Samuel Widmer

has been established and duly consummated, in conformity to law, for the West half of the North East quarter, the North West quarter of the South East quarter and the North East quarter of the South West quarter of section thirty four in Township twelve South of Range forty six East of Boise Meridian in Idaho, containing one hundred and sixty acres.

according to the official plat of the survey of said land, returned to the General Land Office by the Surveyor General.

Now Know ye that there is, therefore, granted by the United States unto the said Samuel Widmer

the tract of land above described: To have and to hold the said tract of land, with the appurtenances thereof, unto the said Samuel Widmer and to his

heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, I, Theodore Roosevelt PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the first day of December, in the year of our Lord one thousand nine hundred and four, and of the Independence of the United States the one hundred and twenty-ninth

By the President:

T. Roosevelt

By J. M. McKeen

Secretary.

C. H. Brush

Recorder of the General Land Office.



Samuel Widmer

1848-1927 • KWCK-WDS

Marriage: 26 October 1893
Logan, Cache, Utah, United St...



Martha Christina Beck

1871-1919 • KWCK-WD3

^ Children



Samuel Edward Widmer

1894-1968 • KWCQ-MZL



Wilford La Von Widmer

1896-1973 • KVVH-LHZ



George Louis Widmer

1898-1971 • KWZ7-THZ



May Leonora Widmer

1901-2003 • KWCK-W81



Goldie Lilly Widmer

1895-1993 • KVVH-WDW
1853-1933 • KWNN-4D9

IN THE PROBATE COURT OF BEAR LAKE COUNTY STATE OF IDAHO.

IN THE MATTER OF THE ESTATE	)	ORDER SETTLING ACCOUNT OF
OF	)	EXECUTOR
SAMUEL WIDMER, deceased.	)	DECREE AND DISTRIBUTION AND
		OF DISCHARGE.

COMES now E.L. McClave, the duly appointed executor of the above entitled estate, and proves to the satisfaction of the court, that his final account was filed herein on the 25th day of January 1930. That on said date the court made and order setting said matter down for hearing for the 10th day of February 1930. That due and legal notice thereof was given as to time and place of said hearing as required by law.

The court being fully advised in the premises and said account now being presented to the court for approval and no person having appeared at any time or filed any objections thereto, and the court having heard the evidence adduced herein and being satisfied that there are no taxes of any nature due or unpaid against said estate or any part thereof, now therefore the court does hereby ORDER ADJUDGE AND DECREE that said final account as rendered by and it is hereby approved and settled .

The court further finds that due and legal notice of said hearing on the petition for distribution was given according to law.

IT Appearing to the court that the executor filed in this court on the 25th day of January 1930 his petition for final distribution in the above entitled estate; that due order was made of the setting of said matter for hearing on the 10th. day of February 1930. that said hearing was from time to time continued; that no persons appeared or filed any objection to final distribution as set forth in said petition.

IT further appearing to the court that all but one of said heirs named in said petition has received his share of said estate, to wit; Wilford L. Widmer, and it further appearing to the court that since the filing thereof the said Wilford L. Widmer came into court and received the amount placed on deposit with the court for his bequest receipt for which is on file herein. That there remains only George L. Widmer to receive the devise made to him in said will.

Now THEREFORE it is hereby ORDERED ADJUDGED AND DECREED that the payment of said bequests made to Wilford L. Widmer, Samuel L. Widmer and Goldie Huff and May Lenora Hirschi as set forth in said petition for distribution be and are hereby confirmed .

IT IS FURTHER ORDERED ADJUDGED AND DECREED THAT THE BALANCE OF said estate in accordance with the terms of said will be and it is hereby decreed and Transferred to George L. Widmer, together with all the right title and interest of the said Samuel Widmer deceased at the time of his death.

The land decreed and transferred to George L. Widmer by the terms hereof is particularly described as follows:

The west half of the north east quarter; the north west quarter of the south east quarter and the northeast of the southwest quarter of section 34 in township twelve south of range 46 east of the Boise Meridian in Idaho.

Done at Paris Idaho this 20th day of September 1930.

Christian Sneller
Probate Judge of Bear Lake
County Idaho.

Paris, Idaho, September 2, 1930

\$500.00 Received of George L. Widmer, the sum of Five hundred and no/100 Dollars in full payment of my interest in and to the Samuel Widmer estate.

Katyess
E. M. Widmer

Wilford L. Widmer

Nov. 1, 1929

This is to Certify that I have received of Geo. L. Widmer the sum of Five Hundred dollars \$500.00 which is my full share of the Estate left by my father,

I here by ~~sign~~ my name to Certify the same

W. L. Widmer

Nov. 9, 1929

This is to Certify that I have received of Geo. L. Widmer the sum of Five Hundred dollars \$500.00 which is my full share of the Estate left by my father.

I here by sign my name to Certify the same.

Golden Widmer

Wallace M. Transtrum
Attorney for the Petitioner
35 West Center
Soda Springs, Idaho 83276
Telephone: 547-3944

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BEAR LAKE COUNTY

IN THE MATTER OF THE ESTATE) Case No. 611
OF GEORGE L. WIDMER,)
Deceased.) DECREE ESTABLISHING TITLE
TO COMMUNITY PROPERTY IN
SURVIVING WIFE

The petition of Margaret W. Widmer coming on regularly to be heard, and it appearing that Notice of the Time and Place of Hearing said Petition has been given as required by law and the Order of this Court, and no one appearing to object or contest said Petition, and no written objections having been filed, and

The Court having heard the evidence submitted in support of said Petition, and being fully advised, finds the allegations of the Petition are true.

IT IS DETERMINED AND DECREED:

1. George L. Widmer and Margaret W. Widmer were married June 4, 1924, at Salt Lake City, Utah, and remained husband and wife until the death of George L. Widmer, intestate at Geneva, Idaho, on October 29, 1971.



2. During their married life George L. Widmer and Margaret W. Widmer acquired title to the following described property, to-wit:

REAL PROPERTY

Bear Lake County, Idaho

Township 12 South, Range 46, East, Boise Meridian

Section 26: Lots 2, 3, 4 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, except that portion lying Easterly of State Highway 89

Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, ALSO the North 528 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; ALSO NW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 13 South, Range 46 East, Boise Meridian

Section 2: Lots 3 and 4

Section 3: E $\frac{1}{2}$ SE $\frac{1}{4}$

Lincoln County, Wyoming

All of Section 30, Township 27 North, Range 119

West of the 6th Principal Meridian, except the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said section.

The E $\frac{1}{2}$ SE $\frac{1}{4}$; and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19,
The W $\frac{1}{2}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20,
The W $\frac{1}{2}$ NW $\frac{1}{4}$, and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29,
All in Township 27 North, Range 119 West of the 6th Principal Meridian.

PERSONAL PROPERTY

1 Model 180 Allis Chalmers Tractor

1 1963 Dodge pickup truck, 3/4 ton, 4-wheel drive, Serial No. 2261253109

1 1969 Dodge automobile, 4-door sedan, Serial No. DH41G9D-172732

First Security Bank of Idaho, N.A., Montpelier, Idaho, Checking Account

First Security Bank of Idaho, N. A., Montpelier, Idaho, Savings Account

Tri-State National Bank, Montpelier, Idaho, Checking Account

Miscellaneous furniture and household appliances

Grain

Hay (75 Ton)

Alfalfa

Undivided one-half interest in the following:

15 Milk cows, 50 calves, 25 heifers, 50 cows,
1 bull, 115 sheep.

Said property was acquired out of the joint earnings of George L. Widmer and Margaret W. Widmer while living together in the State of Idaho as husband and wife, and was the community property of said parties.

3. Title to the property above described is hereby established in Margaret W. Widmer, as surviving wife of George L. Widmer, deceased.

DATED this 2nd day of May, 1972.

/s/ Francis J. Rasmussen
FRANCIS J. RASMUSSEN
District Judge

STATE OF IDAHO }
COUNTY OF BEAR LAKE } ss.

I hereby certify that the foregoing instrument is a full, true and correct copy of the original on file in the office of the undersigned Clerk of the District Court, of the Sixth Judicial District of Idaho, for Bear Lake County.

Amos B. Hulme
CLERK
Edna J. Bolter
DEPUTY CLERK

No. 98247

State of Idaho)
County of Bear Lake) ss.

I hereby certify that this instrument was filed for record at the request of Wallace M. Transitions at 05 minutes past 9 o'clock A.M. this 3 day of May 1972, in my office, and duly recorded in Microfilm Records of said County.

Amos B. Hulme
Ex-Officio Recorder

Leanne Parker
Deputy

Fee 3.00

INDEXED

THIS INDENTURE, made this 30th day of November in the year of our Lord, One Thousand Nine Hundred and Seventy Three, between MARGARET W.

WILMER, A Widow
of Geneva, County of Bear Lake, State of Idaho
the party of the first part, and RAY WIDMER, and BETTY WIDMER, Husband and wife,

of Geneva, County of Bear Lake, State of Idaho
the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable considerations-----DOLLARS, lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged do esby these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to wit:

Township 12 South, Range 46, East Boise Meridian,
Section 26: Lots 2,3,4 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, except
that portion lying Easterly of State Highway 89
Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Also, the North
528 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; ALSO NW $\frac{1}{4}$,NE $\frac{1}{4}$, Township
13 South, Range 46 East Boise Meridian, Section 2:
Lots 3 and 4, Section 3: E $\frac{1}{2}$ SE $\frac{1}{4}$

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, and to their heirs and assigns forever and the said parties of the first part, and her heirs and assigns warrant the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against the said party of the first part, and her heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Margaret W. Widmer (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO.

COUNTY OF Bear Lake

} ss:

On this 30th day of November, in the year 19 73, before me
the undersigned, a Notary Public in and for said County and
State, personally appeared MARGARET W. WIDMER, A Widow

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that s he 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.


Notary Public
Residence Pocatello, Idaho

Ray and Betty Widmer
Geneva
Idaho

103497

WARRANTY DEED

Margaret W. Widmer

TO

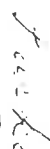
Ray Widmer and Betty Widmer,
husband and wife

Dated November 30, 19 73

STATE OF IDAHO,
COUNTY OF Bear Lake } ss:

I hereby certify that this instrument
was filed for record at the request of
R.M. Whittier

at 45 minutes past
o'clock A.M. this 30th day of
August A D 19 73.
at my office and duly recorded in Book
Microfilm Records of said County.
XXXXXXXXXXXX

APOS B. Folme
Ex-Officio Recorder
By 
Fee \$ 2.00 Deputy

JUN 04 '97 08:47 TO: 2323608-

FROM:

T-076 P.02

WARRANTY DEED**For Value Received TEN DOLLARS AND OTHER VALUABLE CONSIDERATION****RICHARD I. GALLOWAY and FERN K. GALLOWAY, husband and wife**

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

RAY L. WIDMER, JR. and LAURA WIDMER, husband and wife
Geneva, Idaho 83238the grantees, the following described premises, in Bear Lake County Idaho, to wit:

House

Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter (NW1/4) Section 34, Township 12 South, Range 46 East Boise Meridian in Idaho, thence South along center Section Line 712 feet for the TRUE POINT OF BEGINNING, thence East 180 feet; thence South 218 feet; thence Southwesterly along a ditch to a point which is 275 feet South and 112 feet East of the Point of Beginning; thence West 112 feet; thence North 275 feet along center Section line to the point of beginning.

121594

Post-it® Fax Note	7671	Date	6-17-97	# of pages	2
To	Patty	From	Bell Miller		
Co./Dept		Co.	Farm Bureau		
Phone	847-1314	Phone #	232-7914		
Fax #	847-1314	Fax #	232-3608		

BEAR LAKE COUNTY RECORDER
ROY A. BUNDENSON

'80 APR 28 PM 2 31

DeBent 2.00
DEPUTY FEE

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 incumbrances

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

Dated: April 24, 1980

[Signature]
Fern K. Galloway

STATE OF IDAHO, COUNTY OF Bear Lake
On this 24th day of April, 1980.
before me, a notary public in and for said State, personally

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of

INSTRUM

WARRANTY DEED

For Value Received TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

RAY L. WIDMER and BETTY JANE WIDMER, husband and wife

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

RAY L. WIDMER, JR. and LAURA WIDMER, husband and wife
Geneva, Idaho 83238

the grantees, the following described premises, in Bear Lake County Idaho, to wit:

House
Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter (NW1/4) Section 34, Township 12 South, Range 46 East Boise Meridian in Idaho, thence South along center Section Line 712 feet for a TRUE POINT OF BEGINNING, thence East 180 feet; thence South 218 feet; thence Southwesterly along a ditch to a point which is 275 feet South and 112 feet East of the Point of Beginning; thence West 112 feet; thence North 275 feet along center Section line to the point of beginning.

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 incumbrances

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

Dated: August 29, 1979

STATE OF IDAHO, COUNTY OF Bear Lake
On this 29 day of August, 1979,
before me, a notary public in and for said State, personally
appeared

RAY L. WIDMER and BETTY JANE WIDMER,
husband and wife

known to me to be the persons whose names are
subscribed to this instrument, and acknowledged to
me that they executed the same.

Residing at Bern
Comm. Expires Lifetime

Notary Public
Idaho

STATE OF IDAHO, COUNTY OF Bear Lake Co

I hereby certify that this instrument was filed for record at
the request of Southeast Title Company

at 10 minutes past 11:00 o'clock A.M.,
this 4th day of September
1979, in my office, and duly recorded in Book
~~XXXXXXX~~ microfilm records.

Roy A. Bunderson

Ex-Officio Recorder

By Jo Bentzen

Deputy.

Fee \$ 2.00

Mail to: Southeast Title Company

INSTRUMENT No

119379

WARRANTY DEED

THIS INDENTURE, made this 5th day of March, in the year of our Lord One thousand Nine Hundred and Ninety, between RAY L. WIDMER and BETTY J. WIDMER, husband and wife, hereinafter called First Party, and RAY L. WIDMER JR. and LAURA M. WIDMER, husband and wife, hereinafter called Second Party:

WITNESSETH: that the said First Party, for and in consideration of the sum of FIFTY NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bear Lake, State of Idaho, more particularly described as follows:

Township 12 South, Range 46 East of the Boise Meridian:

Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, ALSO, the North 528 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$. ALSO the NW $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT THEREFROM, Beginning at the Northwest corner of the NE $\frac{1}{4}$ of said Section 34, and running
 thence East 214.5 feet; thence South 208.7 feet;
 thence West 214.5 feet' thence North 208.7 feet,
 to the point of beginning. EXCEPT THEREFROM, Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34,
 thence South along center Section line 712 feet for a
 TRUE POINT OF BEGINNING,
 thence East 180 feet; thence South 218 feet;
 thence Southwesterly along a ditch to a point which is
 275 feet South and 112 feet East of the Point of
 Beginning;
 thence West 112 feet; thence North 275 feet along
 center Section line to the Point of Beginning.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges theretunto incident unto the said First Party, and said First Party's heirs, the said premises in the quiet and peaceable possession of said Second Party, said Second Party's heirs and assigns against the said First Party, First Party's heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said First Party has hereunto set their hands and seals, the day and year first above written.

Ray L. Widmer
RAY L. WIDMER

Betty J. Widmer
BETTY J. WIDMER

STATE OF IDAHO)
 : ss.
County of Carbo)

On this 7th day of March, 1990, before me the undersigned, a Notary Public in and for said County and State, personally appeared RAY L. WIDMER and BETTY J. WIDMER, husband and wife, 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.

William B. [Signature]
NOTARY PUBLIC FOR STATE OF IDAHO
Residing at Soda Springs, Idaho.
My commission expires: 6-1-93

DEPUTY FEE
30 MAR 9 PM 4 41
46.00

BEAR LAKE COUNTY RECORDER
JOAN P. EBORN

149941

**PERSONAL REPRESENTATIVES DEED
(CORRECTED)**

Laura M. Widmer, Personal Representative of the Estate of Ray L. Widmer, Jr., acknowledged by certified Letter attached hereto, Grantor, for ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, transfer and convey all interest of Ray L. Widmer, Jr., deceased, to Laura M. Widmer, Grantee, P.O. Box 64, Geneva, Idaho 83238, the following described real property in Bear Lake County, State of Idaho:

TOWNSHIP 12 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Commencing at the Northwest Corner of NW1/4NE1/4, Sec 34, T12S R46E, Boise Meridian, thence South along center Section Line 712 ft. for the TRUE POINT OF BEGINNING, thence East 180 ft.; thence South 218 ft.; thence Southwesterly along a ditch to a point which is 275 ft. South and 112 ft. East of the Point of Beginning; thence West 112 ft.; thence North 275 ft. along center Section Line to the Point of Beginning, all in Bear Lake County, Idaho;

ALSO,

The North 528 ft. of the NW1/4SE1/4, Sec. 34;

ALSO,

SW1/4NE1/4; NE1/4SW1/4, Sec. 34;

ALSO,

NW1/4NE1/4; EXCEPT THEREFROM: Beginning at the Northwest Corner of the NE 1/4 of said Section 34, and running thence East 214.5 feet; thence South 208.7 feet; thence West 214.5 feet; thence North 208.7 feet, to the point of beginning.

To have and to hold the said premises, with their appurtenances unto Grantee, her heirs and assigns forever.

This Deed is to correct the Personal Representative's Deed recorded 05-13-2008 as

Instrument # 201405.

Instrument # 202583

BEAR LAKE COUNTY

9-25-2008 03:04:10 No. of Pages: 3

Recorded for : STEVEN A. WUTHRICH, ATTY.

KERRY HADDOCK

Ex-Officio Recorder Deputy

Index to: PERSONAL REP. DEED

Fee: 9.00

Cindy Garver

202583

DATED this 23rd day of September, 2008.

Laura M. Widmer

LAURA M. WIDMER

Personal Representative of the Estate of
Ray L. Widmer, Jr.

STATE OF IDAHO)
 :SS.
County of Bear Lake)

Appeared before me on the 23 day of September, 2008, Laura M. Widmer, and being first duly sworn, duly acknowledged to me that she is the Personal Representative of the Estate of Ray L. Widmer, Jr. , that she was appointed on April 22, 2008, and a true and certified copy of the Letters is attached hereto, and that she duly executed the foregoing Personal Representative Deed, for and on behalf of said Estate.



Steven A. Wuthrich

NOTARY PUBLIC:

Residing at: Bear Lake

Comm. Exp. 10/27/2010

202583

STEVEN A. WUTHRICH, Esq.
Steven A. Wuthrich #3316
1011 Washington Street, Ste. 101
Montpelier, Idaho 83254
Tel: (208) 847-1236
Fax: (208) 847-1230

2008 SEP 12 PM 2:12

KERRY HADLOCK, CLERK

DEPUTY _____ CASE NO. _____

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

In the matter of the estate of:

RAY L. WIDMER, Jr.,

Decedent.

)
)
)
)
)
)

CV-2008-00073

Case No. 2008-00073

LETTERS

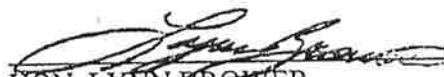
Laura M. Widmer was duly appointed and qualified as Personal Representative of the above named decedent on April 22, 2008 by the Court, with all authority pertaining thereto.

Administration of the estate is unsupervised. These letters are issued to evidence the appointment, qualification and authority of said Personal Representative.

The Personal Representative has full power to investigate and administer the estate.

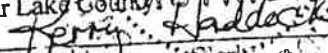
WITNESS, my signature and Seal of this Court, this 12th day of September, 2008.

BY THE COURT:


HON. LYNN BROWER
Magistrate Judge

I hereby certify that the foregoing instrument is a full, true and correct copy of the original on file in the office of the undersigned Clerk of the District Court, of the Sixth Judicial District of Idaho, for Bear Lake County.

By


Kerry Hadlock
Clerk
Deputy Clerk

9-12-08

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris, Esq.
Holden, Kidwell, Hahn & Crapo, PLLC
PO Box 50130
Idaho Falls, ID 83405-0130

(Space Above for Recorder's Use)

WATER RIGHTS ALLOCATION AGREEMENT

This Water Rights Allocation Agreement (this "Agreement") is entered into by and between **Laura Widmer**, a single woman, whose address is P.O. Box 64, Geneva, ID 83238 (hereinafter "Laura"), and **Widmer Ranch, L.L.C.**, an Idaho limited liability company, whose address is 461 Widmer Lane, Geneva, ID 83238 (hereinafter "Widmer Ranch"). Laura and Widmer Ranch may be referred to herein individually as a "Party" and collectively the "Parties."

RECITALS

- A. Water Right Nos. 11-119 and 11-120 were decreed on February 20, 1902, in the case of *Fawsett Bros. et al. vs. Thomas Fork Irrigation and Canal Company et al.* (the "Thomas Fork Decree"), to Samuel Widmer.
- B. Water Right No. 11-119 (hereinafter simply "11-119") was decreed for 0.8 cfs to be diverted from the Thomas Fork Canal with a priority date of June 15, 1885, for the irrigation of the following described property as set forth in the Thomas Fork Decree:
- "W1/2NE1/4, NW1/4SE1/4, NE1/4SW1/4, Sec. 3, T.12 S., R. 46"
- C. Water Right No. 11-120 (hereinafter simply "11-120") was decreed for 0.8 cfs to be diverted from the Muddy Canal with a priority date of September 15, 1894, for the irrigation of the following described property contained in the Thomas Fork Decree:
- "See 6/15/85 right"
- D. It appears that the place of use description for 11-119 and 11-120 (by reference to 11-119's place of use) contained a typographical error because the place of use legal description in the Thomas Fork Decree describes property that was not owned by Samuel Widmer.
- E. Laura and Widmer Ranch now own property originally owned by Samuel Widmer.

- F. A dispute has arisen between the Parties regarding the ownership of 11-119 and 11-120. The Parties desire to resolve this ownership issue pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and agreements expressed herein, the sufficiency of which consideration the Parties hereby acknowledge, the Parties agree as follows:

1. **Allocation of Water Rights.** The Parties hereby agree to the following allocation of ownership of 11-119 and 11-120:

SPLIT OF WATER RIGHT NOS. 11-119 AND 11-120							
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Water Right	Priority Date	Div. Rate (cfs)	Miner's Inches	Source	Water Use	Individual Acre Unit	Combined Acres
ORIGINAL WATER RIGHT							
11-119	6/15/1885	0.8	40	THOMAS FORK	IRRIGATION	80	160
11-120	9/15/1894	0.8	40	THOMAS FORK	IRRIGATION	80	
TOTALS		1.6	80			160	160

SPLIT TO WIDMER RANCH LLC							
11-119	6/15/1885	0.66	33	THOMAS FORK	IRRIGATION	66	90
11-120	9/15/1894	0.24	12	THOMAS FORK	IRRIGATION	24	
TOTALS		0.9	45			90	90
SPLIT TO LAURA WIDMER							
11-119	6/15/1885	0.14	7	THOMAS FORK	IRRIGATION	14	70
11-120	9/15/1894	0.56	28	THOMAS FORK	IRRIGATION	56	
TOTALS		0.7	35			70	70
SPLIT TOTALS		1.6	80			160	160

2. **General Provisions.**

2.1. **Binding Effect.**

2.1.1. This Agreement shall be binding upon each of the Parties to this Agreement and any and all of its successors, representatives, attorneys, assigns, agents, employees, members, servants, insurers, reinsurers, underwriters, parent entities, holding companies, subsidiaries, and/or related entities, and any and all other persons and entities acting for, by or through said Party or on said Party's behalf.

2.1.2. This Agreement shall inure to the benefit of each of the Parties to this Agreement, their attorneys, and any and all of the Party's successors, representatives, assigns, agents, employees, servants, insurers, reinsurers,

underwriters, parent entities, holding companies, subsidiaries and/or related entities, and any and all other persons and entities acting for, by or through such Party.

- 2.2. Recording.** This Agreement shall be recorded in the records of Bear Lake County, Idaho, on the properties of the Parties upon which the parties intend to use the water allocated to each Party's share of 11-119 and 11-120. The Parties agree that the recording of this Agreement shall function as a quitclaim deed in conveying any right, title, or interest each Party has in 11-119 and 11-120 to the other Party.
- 2.3. No Third-Party Beneficiary.** No term or provision of this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party to this Agreement, and no other person, firm, corporation, or entity has any right or cause of action under this Agreement.
- 2.4. Waiver.** Failure of either Party to require performance of any provision of the Agreement shall not affect either Party's right to require full performance thereof at any time thereafter and the waiver by either party of a breach of any provisions hereof shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.
- 2.5. Attorneys' Fees.** If any Party engages an attorney to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting Party shall pay to the non-defaulting Parties all costs and expenses, including, but not limited to, reasonable attorneys' fees and costs, which the non-defaulting Parties may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit, on appeal, or otherwise.
- 2.6. Choice of Law, Venue, and Forum.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the state or federal courts in the State of Idaho in and for Bear Lake County, Idaho, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.
- 2.7. Headings.** The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
- 2.8. Interpretation.** Each party has participated fully in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The Parties declare that

the terms of this Agreement were derived through mutual negotiation and compromise, that this Agreement shall be deemed drafted by both Parties and any presumption or principle that the language shall be construed against either Party shall not apply.

- 2.9. Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement and it supersedes all prior oral or written agreements of the Parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by both Parties.
- 2.10. Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
- 2.11. Obligation and Authority.** This Agreement constitute the legal, valid, and binding obligation of the parties, enforceable against the Parties in accordance with its terms. Each Party has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and to perform its obligations hereunder
- 2.12. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument.

Each of the undersigned has fully read this Agreement and fully understands and voluntarily accepts the terms of this Agreement. The Parties declare that each has carefully read this Agreement, that each has reviewed its terms with each one's respective counsel, and that each agrees to it for the purpose herein described.

[Signature Page Follows]

COUNTERPART SIGNATURE PAGE

DATED this 4 ^{may}~~April~~ day of ²⁰¹⁸~~April~~, 2018.

WIDMER RANCH, L.L.C.

Kirk Widmer

By: Kirk Widmer

Its: Member

Janet Widmer

By: Janet Widmer

Its: Member

STATE OF IDAHO)

County of Bonneville) ss.
~~BLAIR LAKE~~)

This record was acknowledged before me on this 4 ^{may}~~April~~ day of ~~April~~, 2018, by **KIRK WIDMER** and **JANET WIDMER** as members of **WIDMER RANCH, L.L.C.**, an Idaho limited liability company.



Maryann Reed
NOTARY PUBLIC FOR IDAHO
My commission expires: 3-26-24

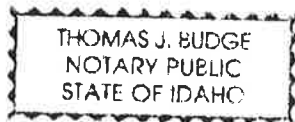
COUNTERPART SIGNATUER PAGE

DATED this 20th day of April, 2018.

Laura Widmer
Laura Widmer

STATE OF IDAHO)
)ss.
County of BEAR LAKE)

This record was acknowledged before me on the 20th day of April, 2018, by LAURA WIDMER.



Thomas J. Budge
Notary Public for Idaho
My Commission Expires: 12-21-18