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LOUIS F. RACINE (1917-2005)
WILLIAM D. OLSON, OF COUNSEL

RECEIVED
JUL 13 2009
DEPARTMENT OF
WATER RESOURCES

July 8, 2009

Aaron Marshall
Idaho Department of Water Resources
PO Box 83720
Boise, Idaho 83720-0098

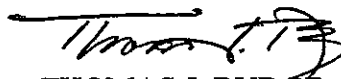
*Re: Applications to Lease Water Right Nos. 29-4443 and 29-4445
To Water Supply Bank*

Dear Aaron:

Please find enclosed the original and one copy each of Application to Lease Water Right Nos. 29-4443 and 29-4445 to the Water Supply Bank. Please file and process the original applications, and conform stamp and return the copies thereof to me in the enclosed envelope.

Please call if you have any questions.

Sincerely,


THOMAS J. BUDGE

TJB:rr
Enclosures
cc: Bob Rowland

JUL 13 2009

FORM 42-1761
01/03

DEPARTMENT OF
WATER RESOURCES

Water Supply Bank No. _____
Water Right No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION TO SELL OR LEASE A WATER RIGHT TO
THE WATER SUPPLY BANK

Name of Seller/Lessor Rowlands, Inc.

Phone 208-238-1259

Post office address 1141 Rowland Rd., Pocatello, ID 83204-7416

c/o Thomas J. Budge, Racine Law Office, Phone: 208-232-6101

PO Box 1391, Pocatello, ID 83204-1391

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

a. Decree no. _____ Decreed to
in case of _____ vs. _____
dated _____ in _____ county of _____

b. License No. _____ issued by the Idaho Department of Water Resources.

c. Permit No. _____ issued by the Idaho Department of Water Resources.

d. Statutory Claim No. 29-4445.

2. DESCRIPTION OF PORTION OF WATER RIGHT FOR SALE OR LEASE (If the entire right is for sale or lease, show "all" on line a below and skip the remainder of part 2.)

a. Amount of water under right: 0.25 cubic feet per second &/or acre-feet per annum

b. Point of diversion NW ¼ of NE ¼ of section 7 township 06S
Range 34E , B.M. in Power county.

Additional points

c. Place of Use

[illegible]

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total Number of Acres

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required to Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

Lessor acquired the right through the Constitutional method of appropriation. A copy of the deed to the land is attached.

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

Water was used daily under this right from the date of appropriation to August 31, 2004.

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

Water is available year-round to satisfy this right.

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

Water Right No. 29-4443, which provides water for industrial purposes at the same place of use, is also being submitted to the State Water Supply Bank. The present place of use will no longer receive water from any source.

- e. If the water right is a permit, describe the work accomplished toward developing the right.
n/a

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

n/a

4. REMARKS:

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

☐ For sale

☒ For lease for a period from _____ to indefinite

(The lease period may be shown as "indefinite", if the total duration of lease is unknown) or

☐ As a gift to the state of Idaho

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate".

Current rental rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities to offer this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank,
2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

7-7-09
Date


Signature THOMAS J. BUDGE, Attorney for
Rowlands, Inc.

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial _____ by _____

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97

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WARRANTY DEED

THIS INDENTURE, made this 1st day of October 1962, between Verley C. Rowland and Ethel R. Rowland, husband and wife, Thomas B. Rowland and Opal E. Rowland, husband and wife, and Margaret H. Rowland, a single person, all of Pocatello, County of Bannock, State of Idaho, the parties of the first part, and Rowland's, Inc., of Pocatello, County of Bannock, State of Idaho, the party of the second part;

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten and no/100 Dollars, lawful money of the United States of America, and other valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Bannock and County of Power, State of Idaho, bounded and more particularly described as follows, to-wit:

TRACT 1: Beginning at corner No. 1, which is a blue lava stone 20" x 14" x 6" marked with an "X" on top and set 12" in the ground on the N and S center line of Section six (6), Township six (6) South, Range thirty-four (34) E. B. M. at a point seven hundred and sixty-seven (767) feet southerly from the South one-sixteenth (1/16th) Section corner on the said center line; running thence Southerly on the half section line six hundred and sixty-one (661) feet to the quarter section corner, which is corner No. 2; thence easterly on the section line between Section Six (6) and Section Seven (7), six hundred seventy-eight (678) feet to corner No. 3, which is a pink quartzite stone 16" x 16" x 10" marked with an X on top and set 12" in the ground; thence in a northwesterly direction nine hundred seventy-nine and eight-tenths (979.8) feet to corner No. 1, the place of beginning, the same being a part of the Southwest quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section six (6), Township Six (6) South, Range thirty-four (34) E. B. M. and containing five and fifty-one hundredths (5.51) acres, more or less.

TRACT 2: Beginning at corner No. 1, which is a blue lava stone 18" x 11" x 7" marked with an "X" on top and set 12" in the ground at a point on the west boundary line of Lot one (1), Section Seven (7), Township six (6) South, Range thirty-four (34) E. B. M. seven hundred and three (703) feet south of the Northwest Corner of said Lot one (1); running thence South on the one-sixteenth (1/16th) Section line forming the west boundary of said Lot one (1), seven hundred sixty-four and five tenths (764.5) feet to the southwest corner of said Lot one (1) which is corner No. 2; thence east on the North one-sixteenth (1/16th) section line of Section seven (7), twelve hundred and forty-one feet (1241) to the southeast corner of said Lot one (1), which is corner No. 3; thence north on the section line thirty-three (33) feet to corner No. 4 which is a blue lava stone 8" x 12" x 21" set 12" in the ground

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and marked with an "X" on top; thence westerly on a line parallel to the North one-sixteenth (1/16th) section line and thirty-three (33) feet north thereof, four hundred eighteen and two tenths (418.2) feet to corner No. 5, which is a blue lava stone 7" x 11" x 18" set 12" in the ground and marked with an "X" on top; thence in a Northwest-erly direction eleven hundred and ten (1110) feet to the place of be-ginning, the same being a part of lot one (1), of Section seven (7), Township six (6) South, Range thirty-four (34) E. B. M. and contain-ing seven and eighty-five hundredths (7.85) acres more or less.

The intention being to convey hereby all of that portion of Lot one (1), Section Seven (7), and all that portion of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section six (6), Township six (6) South, Range thirty-four (34) E. B. M. lying on the Southwestern side of a straight line connecting corners 1 and 3 of Tract 1, and corners 1 and 5 of Tract 2, as hereinbefore described, and also a strip thirty-three (33) feet wide along the south line of said Lot one (1) extending to the east boundary line thereof.

Subject to a right of way and easement along and through the lands hereinbefore described as Tract No. 2, for the purpose of laying and maintaining a pipe line from the springs on said land, or from the Portneuf River on said land to the adjoining lands owned by William P. Havenor, and also the right to construct and maintain on said land a pump house or engine house not to exceed twenty (20) feet square, provided that the said William P. Havenor or his assigns shall not interfere with the free use and enjoyment of said land for agricul-tural purposes by the said party of the second part and his assigns.

Also the Lot numbered two (2) of Section Seven (7) in Township six (6) South of Range thirty-four (34) E. B. M. containing fourty-four and eighteen hundredths (44.18) acres; save and except that portion of the said Lot 2 described as follows:

Beginning at a point on the N 1/16 line of said Section 7, said point bearing S 89° 43' E, a distance of 595.05 feet from the N 1/16 corner on the Meridional Centerline of said Section 7; thence continuing S 89° 43' E, along said N 1/16 line 85.80 feet; thence N 12° 05' E 254.45 feet; thence N 67° 55' W 131.95 feet; thence S 3° 09' W 298.35 feet, more or less, to the point of beginning, containing 0.67 acre, more or less.

Also the Lot numbered three (3) of Section seven (7) and the south-east quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section six (6) in Township six (6) south of Range thirty-four (34) E. B. M., containing eighty-three and seventy-four hundredths (83.74) acres.

Also the Lot four (4) Section seven (7), Township six (6) South, Range thirty-four (34) East of the Boise Meridian; also Lot seven (7) Section six (6), Township six (6) South of Range thirty-four (34) East of the Boise Meridian, containing eighty-seven and fifty-four hundredths (87.54) acres.

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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 party of the second part, and to its successors and assigns forever and the said parties of the first part, warrant the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against the said parties of the first part, and their heirs and assigns 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Thomas B. Rowland

Opal E. Rowland

Verley C. Rowland

Ethel R. Rowland

Margaret E. Rowland

STATE OF IDAHO)

SS:

COUNTY OF BANNOCK)

On this 3 day of May, 1963, before me, a Notary Public in and for said County and State, personally appeared Verley C. Rowland and Ethel R. Rowland, husband and wife, Thomas B. Rowland and Opal E. Rowland, husband and wife, and Margaret E. Rowland, a single person, 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.

Desley Smerick

NOTARY PUBLIC for the State of Idaho

Residing at Pocatello, Idaho

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NO.
RECORDED AT REQUEST OF