

CONSERVATION PLAN MAP

Prepared by **CONSERVATION SERVICE** * UNITED STATES DEPARTMENT of AGRICULTURE
cooperating with

Elmore Soil Conservation District
S C DISTRICT



OWNER *Ed Potucek*

FARM NO.

DATE *4-75*

OPERATOR

SCALE *8" = 1 mile*

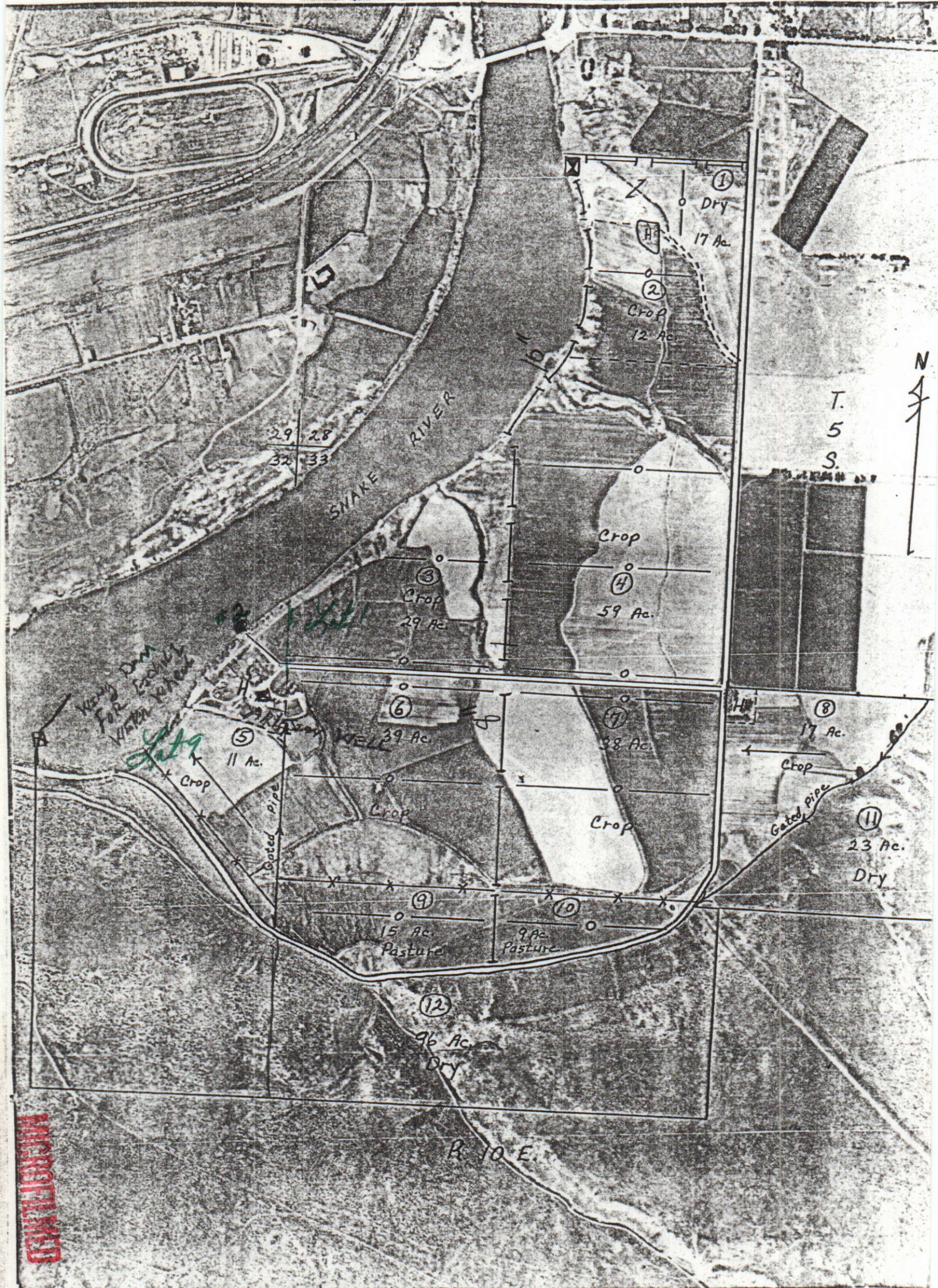
ACRES *380*

Elmore
COUNTY

Idaho
STATE

PHOTO NO.

DLC-4KK-18



MICROFILMED

**NOTICE OF CLAIM
TO A WATER RIGHT
NO. 02-4024**

Notice is hereby given that EDWARD T. POTUCEK P. O. Box 537 Glens Ferry, ID has filed a claim to a water right established by diversion and application to beneficial use of 3.0 cubic feet per second of water from Snake River trib. Columbia River with the point of diversion in Government Lot 3 Sec 28 T5S-R10E B.M., Elmore County.

The water is claimed to be used from Mar 15 to Oct 15 with a priority of June 1, 1889; the place of use is within Government Lot 9 Sec 32; Government Lot 1, S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 33 T5S-R10E B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Resources, Statehouse, Boise, Idaho, 83707.

R. KEITH HIGGINSON
Director

Published in the Mountain Home News, Mountain Home, ID on March 24, 1977 and March 31, 1977.

OK
4-11-77
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RECEIVED
APR 4 1977

Department of Water Resources
Western Regional Office

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, Lloyd S. Waters do solemnly swear that I am the foreman, or publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation, published once a week at MOUNTAIN HOME, IDAHO, that the notice attached hereto and which is a part of the proof of publication thereof, was published in said newspaper for

2..... consecutive weeks, the first publication having been made on the 24.... day

of March....., 1977, and

the last publication having been made on the

31..... day of March.....

1977; every Thursday issue of the paper

during the period and time of publication and that the notice was published in the newspaper proper and not in a supplement thereof.

And I further swear that the said MOUNTAIN HOME NEWS has been continuously and uninterruptedly published in said Elmore County during a period of 78 consecutive weeks prior to the first publication of the attached notice.

Lloyd S. Waters

Subscribed and sworn to me this 31.....

day of March....., 1977

James M. Stetson
Notary Public

MICROFILMED

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Section 42-225a, Idaho Code

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that Edward T. Potucek
(name of claimant)
of P. O. Box 537, Glens Ferry, ID, claims a right to the diversion and beneficial use of
(mailing address)
the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) Snake River
_____, tributary to, _____ Columbia
- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
- | | | | | | | | | |
|--------|----------------------|-----|-------------------------------|----------------|------|-------------|----|------------------------|
| Amount | <u>3 cfs</u> | Use | <u>irrigation</u> | Period of Use: | From | <u>3/15</u> | To | <u>10/15</u> |
| Amount | _____ | Use | _____ | Period of Use: | From | _____ | To | _____ |
| Amount | _____ | Use | _____ | Period of Use: | From | _____ | To | _____ |
| | (cfs, gpm
or a/f) | | (dom., irri.,
stock, etc.) | | | | | (both dates inclusive) |
- (3) Total quantity of water claimed: 3 cubic feet per second, or _____ acre feet
per annum, and/or _____ gallons per minute.

A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
 Lot 3 ¼ _____ ¼, Sec. 28 Twp. 5S Rge. 10E B. M. County of Elmore
 Additional points of diversion: _____

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. 125 hp G.E. Induction motor,
2,640' - 10", 1,320' - 8" pipe

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

Total No. of acres 117

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: _____
irrigation only

- (7) If you are claiming water as a member of an organization, list name of organization: _____

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(8) Remarks The original point of diversion was in Lot 9, Sec. 32, and was by means of a water wheel (see attached map and affidavits). In 1954 the point of diversion was moved to point #2 (as shown on the attached map), also in Lot 9 of Section 32, when power for irrigation was changed to an electric pump. In 1975 the point of diversion was moved to Lot 3, Section 28, its present location, to utilize the sprinkler system under one unit of operation. The same amount of water was appropriated at each diversion point

SEE ATTACHED MAP

Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of ADA)

Be it known that the undersigned, being duly sworn, deposes and says that he, ~~she, they~~ subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Sworn to before me this 1st day of March, 19 77.

Dwight T. Potuck
(Claimant)
Laura J. Spangler
Notary Public
Residing at Boise, ID

My commission expires bond expires 8/12/78

For Department Use Only

Received by <u>Y</u>	Date <u>3-17-77</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>RWH</u>	Date <u>3-17-77</u>		claimant by:	
\$10.00 fee received by <u>Y</u>	Date <u>3-17-77</u>	# <u>7036</u>		
Approved for publication by <u>Y</u>				
Published in <u>Montana Home News</u>				
Dates <u>March 24 & 31</u>				

CONSERVATION FARM MAP

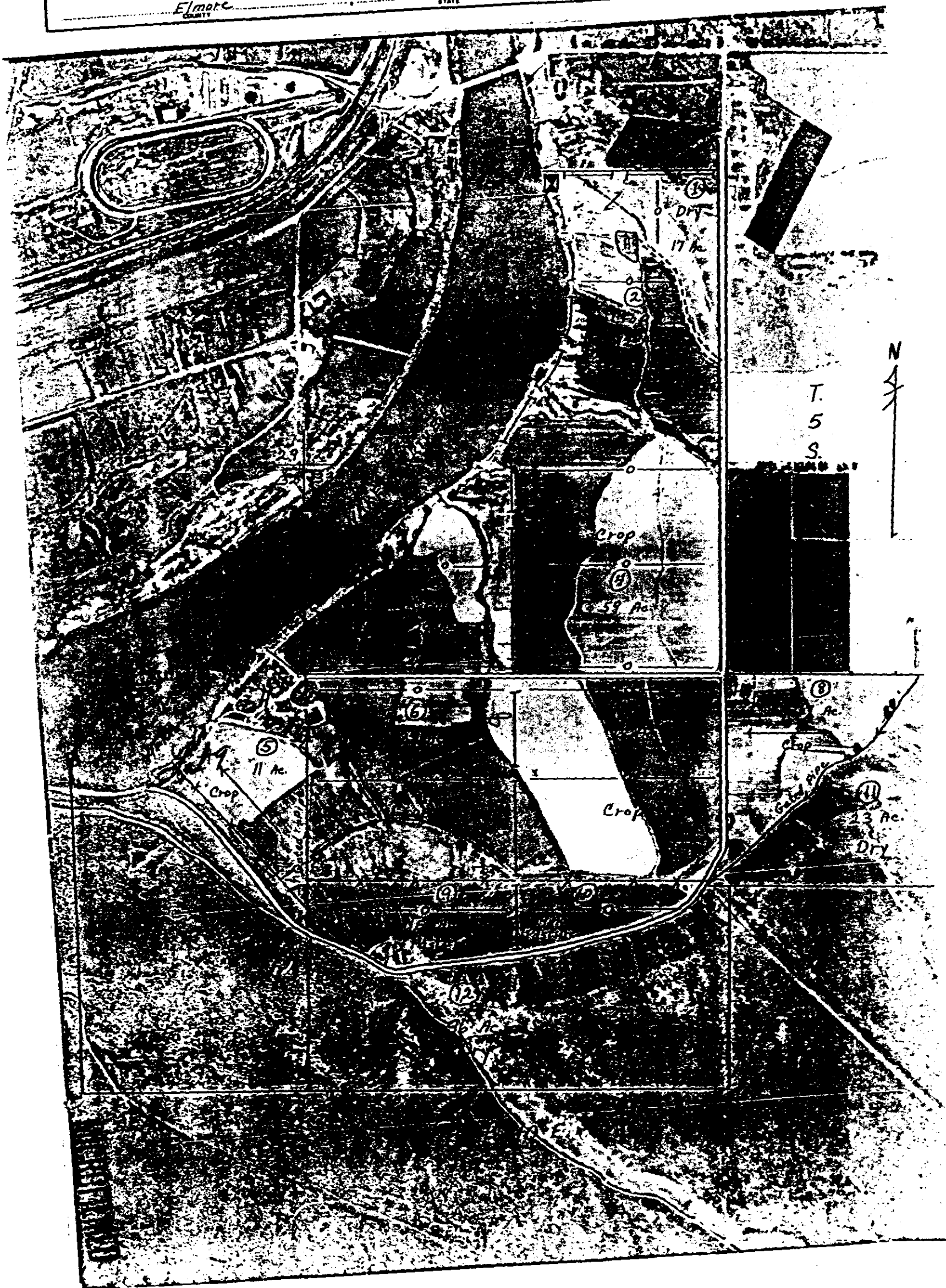
Prepared by CONSERVATION SERVICE * UNITED STATES DEPARTMENT of AGRICULTURE
cooperating with

Elmore Soil Conservation District
S.C. DISTRICT



OWNER Ed. Potucek
OPERATOR Elmore
COUNTY Idaho

FARM NO. DATE 4-75
SCALE 8" = 1 mile ACRES 380
PHOTO NO. DLG-4KK-38



**NOTICE OF CLAIM
TO A WATER RIGHT
IDR 10-6504**

Notice is hereby given that EDWARD T. POTUCEK P. O. Box 807 Glendale Ferry, ID has filed a claim to a water right established by diversion and application to beneficial use of 3.0 cubic feet per second of water from Snake River Trib. Columbia River with the point of diversion in Government Lot 3 Sec 26 T6S-R10E B.M., Elmore County.

The water is claimed to be used from Mar 15 to Oct 15 with a priority of June 1, 1889; the place of use is within Government Lot 9 Sec 32; Government Lot 1, S 1/4 NW 1/4 Sec 35 T6S-R10E B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Resources, Statehouse, Boise, Idaho, 83707.

R. KEITH HIGGINSON
Director

Published in the Mountain Home News, Mountain Home, ID on March 24, 1977 and March 31, 1977.

OK
4-11-77
M

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, Lloyd S. Waters do solemnly swear that I am the foreman, or publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation, published once a week at MOUNTAIN HOME, IDAHO, that the notice attached hereto and which is a part of the proof of publication thereof, was published in said newspaper for

...2... consecutive weeks, the first publica-

tion having been made on the 24 day

of March, 1977, and

the last publication having been made on the

...31... day of March.

1977; every Thursday issue of the paper

during the period and time of publication and that the notice was published in the newspaper proper and not in a supplement thereof.

And I further swear that the said MOUNTAIN HOME NEWS has been continuously and uninterruptedly published in said Elmore County during a period of 78 consecutive weeks prior to the first publication of the attached notice.

Lloyd S. Waters

Subscribed and sworn to me this 31

day of March, 1977

Lincoln J. Waters
Notary Public

MICROFILMED

ELMORE COUNTY

Its Historical Gleanings

*A collection of pioneer narratives, treasured
family pictures, and early clippings about
the settling of Elmore County, Idaho*

BY
OLIVE GROEFSEMA

1949

MICROFILMED

151

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MOUNTAIN HOME, IDAHO

Printed and bound in the United States of America by
The CAXTON PRINTERS, Ltd.
Caldwell, Idaho
67926

101619

Indexed ☒

Proof Read ☒

STATE OF IDAHO, } ss.
County of Elmore

I hereby certify that this instrument
was filed for record at request of

Ernest Eichholz

at 25 minutes past 11

o'clock PM, this 16

day of Sept, A.D., 19 27

in my office, and duly recorded in Book

20 of Reliant Record

at Page 133

Ronald E. Fletcher

Ex-Officio Recorder,

By M. P. [Signature]

Deputy.

Ex. & 130

MICROFILMED

J No. 8610
Patent
United States
to
Ernst Behz
Patent Dec 31, 1904

May 15th
9:15 A.
Ernst Behz
Patents
109
J. H. Davis

1900

Glenno Perry.

Hailey 027650

4-1003.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Hailey, Idaho,
has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862,
"To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of
Ernest Eichholz
has been established and duly consummated, in conformity to law, for the northeast quarter of the south-
east quarter of Section thirty-two in Township five south of Range ten
east of the Boise Meridian, Idaho, containing forty acres,

according to the Official Plat of the Survey of the 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 claimant the tract of Land above described;
TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of
the said claimant 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 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, Calvin Coolidge,

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 TWENTY-SIXTH
day of MARCH In the year of our Lord one thousand
nine hundred and TWENTY-FIVE and of the Independence of the
United States the one hundred and FORTY-NINTH

By the President: Calvin Coolidge

By Viola B. Pugh, Secretary.

M. P. LeRoy
Recorder of the General Land Office.

RECORDED: Patent Number 956196

6-6020

MICROFILMED



THE UNITED STATES

To all to whom these presents

Homestead Certificate No. 1251

Application 1819

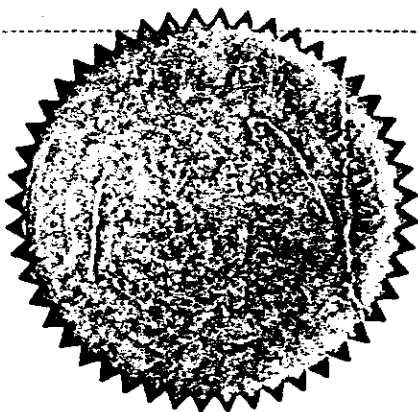
OF THE LAND OFFICE at Hailey, Idaho

to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers"

Ernest Eichholz
 Lot numbered nine, of Section Thir-
 one and the South half of the No
 thirty-three in Township Five South
 Meridian in Idaho containing one
 acre and seventy hundredths of
 according to the OFFICIAL PLAT of the Survey of the said Land, returned to the GENERAL LAND

Now know ye, That there is, therefore, granted by the United States unto the said

the tract of Land above describe
 thereof, unto the said Ernest Eichholz
 heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, ma
 connection with such water rights, as may be recognized and acknowledged by the local customs, law
 a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or
 reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by th



In testimony whereof I, Theodore
 have caused these letters to be made Patent, and the seal of
 GIVEN under my hand, at the CITY OF WASHINGTON, the thir
 nine hundred and four, and of the Indepen

BY THE PRESIDENT: J. M. McKim

By _____

Recorded Idaho Vol. 58 Page 78

MICROFILMED

STATES OF AMERICA,

se presents shall come, Greeting:

GENERAL LAND OFFICE of the United States a CERTIFICATE OF THE REGISTER

whereby it appears that, pursuant
tlers on the Public Domain," and the acts supplemental thereto, the claim of

has been established and duly consummated, in conformity to law, for the

thirty two, and the Lot numbered
North West quarter of Section
th of Range ten East of Base
ne hundred and thirty nine
of an acre.

AND OFFICE by the SURVEYOR GENERAL:

said

Ernest Eichholz

lescribed: To have and to hold the said tract of Land, with the appurtenances

and to

his

ral, manufacturing, or other purposes, and rights to ditches and reservoirs used in
ms, laws, and decisions of courts, and also subject to the right of the proprietor of
ate or intersect the premises hereby granted, as provided by law. And there is
ed by the authority of the United States.

ore Roosevelt, PRESIDENT OF THE UNITED STATES OF AMERICA,

seal of the GENERAL LAND OFFICE to be hereunto affixed.

thirty first day of December, in the year of our Lord one thousand
Independence of the United States the one hundred and twenty ninth

Roosevelt

F. M. McKeon

Secretary,

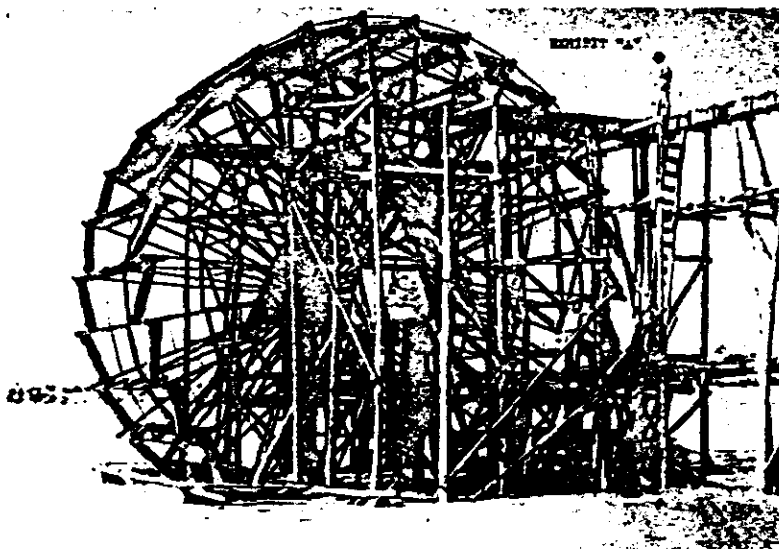
B. B. Bush

Recorder of the General Land Office.

RECORDED

Barger who divided his time between Shoshone and Glens Ferry. For a number of years there were no ordained ministers; the conference sent students to preside over the meetings.

I have mentioned only a few events of the early history of the church. There may be some here tonight to whom these few recollections will bring pleasant memories. As for



Courtesy Mrs. Annie Rosevear-Hurlbert

MR. ERNEST EICHHOLZ'S WATER WHEEL, BUILT IN 1907,
ON SNAKE RIVER

It is forty-two feet in diameter and twenty feet wide and irrigates one hundred acres of land. It raises one hundred and forty inches of water. There are fifty-six buckets and each holds fourteen gallons of water. The original water wheel was run for about twenty-seven years and then rebuilt on the same foundation. The wooden parts were replaced in 1934. The cost is about one hundred dollars per year. It is still in use today. There are three more water wheels between the Eichholz wheel and Hammett. One is on the Joaquin Solasabal Place, back of the Slick Ranch, across the bridge from the highway and railroad; another is still farther down on the opposite side of the river; the third, on the old Corker Place, was owned and operated for twenty years by Charles and Jim Averill. Charles Averill rebuilt the wheel three times. Its site was one used long ago by the Indians for a camping ground on their fishing expeditions on the Snake.

28928

In this way
in the Church

we paid the

Christmas
man, Presiding
ter

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I, Albert Eichholz, was born on the Ernest Eichholz ranch, December 10, 1910. The water wheel in the picture with Ernest Eichholz standing on the flume was built around 1906. There were two other smaller wheels built on the farm. One was closer to the shore at the same location as this one. The other small one was across from the farm house. The dimensions of the one built in 1906 was 20 ft. wide, 42 ft. high, 26 paddles, 52 buckets that held 18 gallons each, it made one revolution every 35 to 45 seconds. There was very little upkeep or repairs, a couple of weeks during the winter time. Never any breakdowns of all the years it ran.

But, in 1934 it had a general overhaul. My brother and I helped with the overhaul. What I remember, as a small boy, was going with my father to set water; to watch so as I got big, I knew how to set water. My father had a big pond for us kids where we went swimming. We all could swim in the river. The wheel was a beautiful sight to watch at night when the moon shined on the river, there were all kinds of blue and green colors as the wheel was turning.

The folks were very satisfied with the water wheel for irrigation and it was the cheapest. But when the Idaho Power put in the Bliss Dam it raised and lowered the water in the river so much that you couldn't get an even flow of water, so he put in an electric pump which cost a lot more money than irrigation from the water wheel. The folks were very sad when they had to give up the water wheel.

March 4 77
(Date)

Albert Eichholz
ALBERT EICHHOLZ
Glenns Ferry, Idaho 83623

STATE OF IDAHO)
) ss.
County of Elmore)

On this Fourth day of March, in the year 1977, before me Barbara J. Reed, a Notary Public in and for said State, personally appeared Albert Eichholz known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he x 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.

Barbara J. Reed
Notary Public for Idaho, residing at Glenns Ferry, Idaho

NOTARY PUBLIC

ERNEST EICHHOLZ WATER WHEEL

Testimony by Bryce Morgan, Box AH, Glenns Ferry, Idaho, 83623

Date of Birth: September 17, 1904

I remember the following events:

Sheppard Morgan, my Father, sold the Wicher River Property to A.D. Wicher in 1922. We lived there from 1919 to 1922. I graduated from Glenns Ferry High School in 1921 at the age of 16. I remember the Ernest Eichholz's Water Wheel. It was a familiar sight when we drove cattle by it to see the wheel lift the water onto the Eichholz Ranch. We homesteaded at Sailor Creek ^{in 1917 (B.M.)} and I went to Rye Grass, one room school house in 1912. We wintered our cattle on Sailor Creek Range.

We had cattle on the southside of the river. I drove cattle and remember well as far back as 1916 and I knew about the water wheel as we passed it often. I knew Ernest Eichholz who built the wheel and we bought the 80 acre right south of his ranch. Thus, we adjoined the Eichholz property by a half mile.

We moved to this area from Enterprise, Oregon in the first Model T Ford car to be in Elmore County.

Mar. 9, 1977
(Date)

Bryce Morgan
BRYCE MORGAN
Box AH
Glenns Ferry, Idaho 83623

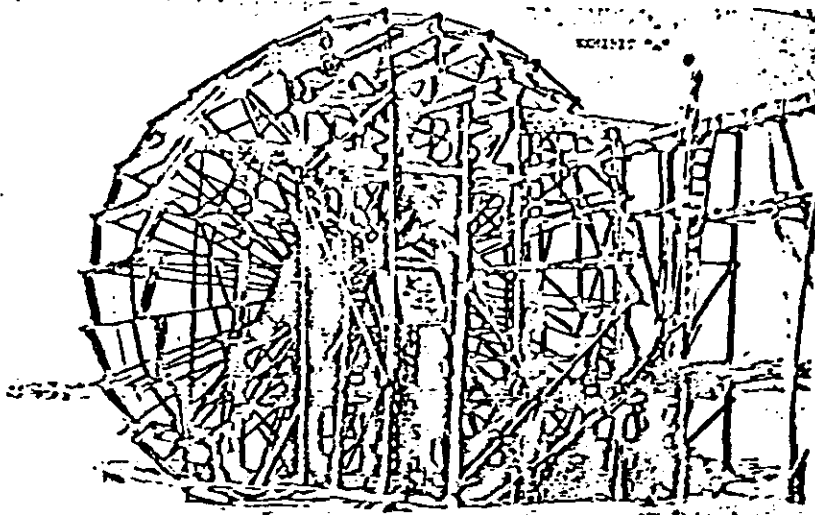
STATE OF IDAHO }
County of Elmore) ss.

On this Nineth day of March, in the year 1977, before me Barbara J. Reed, a Notary Public in and for said State, personally appeared Bryce Morgan known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that 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.

Barbara J. Reed
NOTARY PUBLIC for Idaho, residing at Glenns Ferry, Idaho.

MICROFILMED



Courtesy Mrs. Annie Rosemar-Hurlbert

MR. ERNEST EICHHOLZ'S WATER WHEEL, BUILT IN 1907,
ON SNAKE RIVER

Mr. Ernest Eichholz's water wheel, South of Glenns Ferry on the South side of the Snake River. The original water wheel was built in 1889. The above picture was the second water wheel, which was built in 1907 on the original 1889 foundation. (45' in diameter, 20' wide with 56 buckets of 28^{1/2} gallons each) In 1934 the wooden parts were replaced. The present foundation and remaining parts of the wheel are still visible. There were approximately 110 acres under irrigation from the Eichholz water wheel, which lifted 1,350 gallons per minute.

Edward Thomas Potucek purchased the Eichholz Ranch in 1971; the same year he moved on his grandfather's (A. D. Wicher) ranch which he has since acquired. The two ranches are adjacent and are presently a combined operation. The former Wicher property has Water License No. 28560, Priority March 22, 1960. The irrigation power was changed to an electric pump in 1954.

At the time of my birth, I, Emma Eichholz Hall, lived with my parents, Mr. and Mrs. Ernest Eichholz, on this ranch where I was reared. I swear that the above facts are correct to the best of my knowledge.

Feb 28, 1977
Date

Emma Eichholz Hall
Emma Eichholz Hall
Glenns Ferry, Idaho 83623

STATE OF IDAHO
COUNTY OF Elmore } ss.

On this First day of March, in the year 1977, before me

Barbara J. Reed, a Notary Public

in and for said State, personally appeared Emma Eichholz Hall

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

Barbara J. Reed
Notary Public for Idaho, residing at Glenns Ferry, Idaho.

MICROFILMED

SALE AGREEMENT

THIS AGREEMENT Made and entered into this 11th day of September, 1959, by and between ERNEST EICHHOLZ and ETTA EICHHOLZ, husband and wife, VENDORS, and D. DIXON ANDERSON and VIRGINIA B. ANDERSON, husband and wife, PURCHASERS, WITNESSETH:

NOW THEREFORE, It is mutually agreed between the parties hereto as follows:

The Vendors agree to sell and convey to the Purchasers and the Purchasers agree to buy of the Vendors the following described land situate in Elmore County, State of Idaho, to-wit:

Lot Nine (9) and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Section 32; Lot One (1) and the South one half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), Section 33, all in Township 5 South, Range 10 E.B.M., together with Taylor Grazing rights for nineteen (19) head of cattle,

together with the following water rights, appurtenant to said land, to-wit:

A water right from the King Hill Irrigation District for watering twenty (20) acres of said land; the water right consisting of approximately two hundred fifty (250) inches out of the Snake River which was appropriated by the Vendors in 1889 and continuously used since such time; a water right for approximately twenty-five (25) inches from an artesian well on the above described premises with a priority date of 1947.

The Purchasers agree to pay to the Vendors for said property the total sum of \$45,000.00, of which \$7,000.00 shall be paid in cash upon the execution of this agreement, receipt of which is hereby acknowledged by the vendors, and the balance remaining shall be paid in the manner as follows:

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\$1000.00 per year for five consecutive years, the first payment beginning on November 1, 1960;

\$2000.00 per year thereafter until the total purchase price has been paid

It is further agreed that the deferred payments shall bear interest at the rate of 4 per cent per annum, the first payment of which shall be made on the 1st day of November, 1960 and annually thereafter. All payments of principal and interest shall be made to the escrowholder named herein. Said interest payments shall be in addition to the principal payments.

In addition to the above mentioned payments, the Purchasers shall be entitled to make principal payments in multiples of \$100.00 on any payment date.

The Vendors agree to pay all taxes and legal assessments levied for the year 1959 and all previous years and the Purchasers shall pay all taxes and legal assessments for the year 1960 and all subsequent years. Payment by the Purchasers of all such taxes and legal assessments shall be made when the same become due and before they become delinquent.

The Vendors hereby sell and assign to the Purchasers the existing insurance covering the buildings upon the said land and agree to execute the usual formal transfer of the insurance policy. Until said debt and all other sums secured hereby are fully paid, the Purchasers agree to keep the buildings and improvements on said land continually insured against fire in companies satisfactory to the Vendors in an amount at least equal to the sum which the Vendors are now carrying, which insurance, together with all additional

insurance shall require all payments for loss to be applied on said indebtedness and the Purchasers shall deliver and deposit all of their said policies of insurance to the escrowholder named herein.

The Vendors agree to forthwith execute to the Purchasers a warranty deed to the above described property, and to also forthwith furnish at their own expense, an abstract of title, certified to date showing a good marketable title to said property in the Vendors' name, free and clear from any and all encumbrances, except those herein specifically assumed by the purchasers. As soon as said abstract has been brought down to date and so delivered to the purchasers, the attorney or attorneys for the Purchasers shall have the right for a period of 30 days to examine the same, and in the event that said abstract fails to show that the Vendors have a good and sufficient marketable title to said premises, free and clear of all liens and encumbrances save and except those specifically assumed herein by the Purchasers, the Vendors shall immediately take the steps necessary to clear said title and to remove any and all defects of title affecting the marketability of such title, and shall complete the same as rapidly as possible.

The parties hereto hereby appoint The Glenss Ferry Bank, LTD., Glenss Ferry, Idaho, as escrowholder, and the initial charges of the escrowholder shall be paid jointly by the parties hereto and the future charges of the escrowholder shall be paid by the Vendors. Upon the execution of this contract, and said deed, and after the completion of said examination of the abstract, there shall be deposited with said escrowholder the original of this contract, the warranty deed, abstract, insurance policies, and any other papers appurtenant to the sale of said

property and such papers shall be disposed of by said escrowholder in the following manner:

If and when the Purchasers shall have performed all of the terms of this contract to be by them performed, this contract, said deed, and abstract, insurance policies and all other papers deposited with said escrowholder pursuant to this agreement, shall be immediately delivered to the Purchasers, in which event, the Vendors shall, at their own expense, attach the required revenue stamps to said deed.

In the event, however, that the Purchasers shall fail to comply with any of the terms of this agreement to be by them performed within the times herein mentioned, time being the essence of this contract, then the Vendors shall have the right to declare this contract cancelled and annulled after having given the purchasers 45 days written notice of their intention to cancel the same, which notice shall specify the particular terms of this agreement violated by the Purchasers, the Purchasers having, however, until the expiration of the said 45 days the right to comply with the terms of this contract which may be alleged by the Vendors to have been violated by the Purchasers. Service of such notice or of any notice given to the Purchasers in connection with this agreement shall be deemed sufficient and legal if enclosed in an envelope with the necessary postage affixed thereto addressed to the Purchasers at Glenns Ferry, Idaho. In the event said contract is so cancelled and annulled, said escrowholder is hereby authorized and directed to deliver to the Vendors the above mentioned contract, deed and abstract, and all other papers deposited with said escrowholder pursuant to this agreement, in which event the Purchasers shall without further notice vacate and remove from said premises and in which event all payments theretofore made by the Purchasers hereunder shall be considered

as rental for said property during the Purchasers' occupation and use thereof and as liquidated damages and shall go to and belong to the Vendors. In the event of such cancellation, all improvements placed upon said property by the Purchasers shall belong to and remain on said premises as a part thereof and shall be the property of the Vendors.

The Vendors reserve the right at any reasonable time to enter upon the above described remises during the life of this contract for the purpose of inspecting the same.

The Purchasers shall have the right to take possession of said premises on the 1st day of January, 1960, it being understood that the premises are presently being leased to one Fred Eichholz and his lease expires on January 1, 1960. The Vendors shall assume the responsibility of removing said tenant from the premises at the expiration of his lease. The purchasers agree to maintain and care for said property and all improvements thereon or to be placed thereon in a good and proper-like manner, so that no waste shall be committed thereon and no unlawful use made of any part thereof; and the Purchasers further agree to maintain said buildings, fences, headgates, and other improvements in as good order and repair as the same now are, reasonable wear and use excepted, and to keep said property free and clear of all liens and encumbrances, and as free of noxious weeds as the same now is.

It is expressly understood that the Purchasers have thoroughly examined said premises and the whole thereof, including the soil, the buildings and noxious weeds and are exercising their own judgment as to the conditions and value

Ernest Eichholz
Extra Eichholz
Vendors
H. Harper & Peterson
Virginia B. Anderson
Purchasers.

MICROFILMED

STATE OF IDAHO

COUNTY OF Elmore

)
* SS.

On this 11th day of September, 1959, before me the undersigned a Notary Public in and for said State, personally appeared Ernest Eichholz, Etta Eichholz, D. Dixon Anderson and Virginia B. Anderson, 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.

G. T. Robertson
Notary Public for said State;
Residing at Glenn Ferry
Idaho/.

MICROFILM

May 21, 1979

R. Claire Wetherell
Guaranty Title, Inc.
206 South 3rd East
Mountain Home, ID 83647

Dear Mr. Wetherell:

We have received your correspondence concerning Farmers Home Administration mortgage on the legal description you attached.

We researched our records and found two water rights which covered only a portion of the legal description. The other tracts were not covered.

Enclosed are copies of these rights and a copy of this letter will be placed in these files for future reference.

If you have any questions, please feel free to contact us.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG:alw

Enc.

*See letter from Guaranty Title Inc.
in 02-2157.*



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION

Cecil D. Andrus
Governor

R. Keith Higginson
Director

92 South Cole Road
Boise, Idaho 83705
(208) 384-2190

April 12, 1977

Re: Claim to a Water Right No. 02-4024

Mr. Edward T. Potucek
P. O. Box 537
Glenns Ferry, ID 83623

Dear Mr. Potucek:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Sincerely,

L. GLEN SAXTON, P.E.
Western Regional Supervisor

LGS: rf

Enclosure

RECEIVED
APR 13 1977
WATER RESOURCES
DIVISION



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION

Cecil D. Andrus
Governor

R. Keith Higginson
Director

92 South Cole Road
Boise, Idaho 83705
(208) 384-2190

March 22, 1978

Edward T. Potucek
P. O. Box 537
Glenns Ferry, ID 83623

Dear Mr. Potucek:

Enclosed is your Receipt No. 7036 in the amount of \$10.00
for Claim to a Water Right No. 02-4024 which was received in
this office on March 17, 1977.

Sincerely,

RITA FLECK
Secretary

RF

Enclosure

Bill submitted
4-11-77
y

RECEIVED
MAY 11 1978



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION

Cecil D. Anderson
Governor

R. Keith Higginson
Director

92 South Cole Road
Boise, Idaho 83705
(208) 384-2190

March 18, 1977

Re: Notice of Claim to a Water Right No. 92-4024 Edward T. Potucek
Notice of Application for Water Permit No. 61-7316 - Vernal D. Hawkes
61-7315 - David C. &/or Lois
H. Spencer
61-7314 - Gene &/or Margene
Scantlin

Mountain Home News
P. O. Drawer 0
Mountain Home, ID 83647

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

" I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due after allowing all just credits and that no part of the same has been paid."

(Signature of Claimant)

Please send the affidavit of publication and publication billing to this office before April 11, 1977.

Sincerely,

MICROFILMED

NOTICE OF CLAIM TO A WATER RIGHT

No. 02-4024

Notice is hereby given that EDWARD T. POTUCEK
P. O. Box 537 Glens Ferry, ID
has filed a claim to a water right established by diversion and application
to beneficial use of 3.0 cubic feet per second ~~XXXXXX~~ of water
from Snake River trib. Columbia River
with the point of diversion in ~~the~~ Government Lot 3 Sec 28 T5S-R10E B.M.,
Elmore County.

The water is claimed to be used from Mar 15 to Oct 15
with a priority of June 1, 1889;
the place of use is within ~~the~~ Government Lot 3 Sec 32; Government Lot
1, S4NW4 Sec 33 T5S-R10E B.M..

Any exception to this claim of water right may be filed with the Idaho
Department of Water ^{Resources} ~~Administration~~, Statehouse, Boise, Idaho, 83707.

R. KEITH HIGGINSON
Director

Published in the Mountain Home News, Mountain Home, ID
on March 24, 1977 and March 31, 1977.

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