

RECEIVED

JUL 01 2024

DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 89132MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) RCP Properties LC

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) RCP Properties LC Phone 208-852-2307
Mailing address 2951 W Highway 36, Weston, ID 83286 Email sandra12weeks@gmail.com

- ☒ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☐ Send original correspondence to the applicant and copies to the representative.

☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Dwain Weeks
Signature of Applicant or Authorized Representative

DWAIN WEEKS, MANAGER 7-1-24
Print Name and Title if applicable Date

Sandra Weeks
Signature of Applicant or Authorized Representative

Sandra Weeks, Manager 7/1/24
Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other Update ownership records

2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

This application proposes to change the POD and POU for rights 13-7857, 13-7859 and 13-7861. RCP owns the entire 171 acres of the Jacob Petersen portion of the water rights, as they were originally decreed. The Deep Creek right has been diverted, through exchange, at West Cache Canal on Bear River for many years.

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☐ All or ☒ Part	13-7857 (13-8463)	0.13 cfs	Irrigation	4/20 to 9/30	Fivemile Creek
☐ ☒	13-7859 (13-8464)	2.57 cfs	Irrigation	4/20 to 9/30	Deep Creek
☐ ☒	13-7861 (13-8465)	0.22 cfs	Irrigation	4/20 to 9/30	Springs
☒ ☐				to	
☒ ☐				to	
☒ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.92 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 2.92 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			NE	NE	19	15S	39E	Franklin	Springs	2 PODs in QQ
			NW	SW	20	15S	39E	Franklin	Fivemile Creek	
			SE	SW	25	14S	39E	Franklin	Deep Creek (Bear River)	West Cache Canal
			SE	NE	19	15S	39E	Franklin	Springs	2 PODs in QQ

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15S	39E	19	0.5		19	21				3.0	14				8	32			97.5
		20						1.5	38			34							73.5
Total Acres (for irrigation use)																			171

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Deep Creek right diverted through West Cache Canal on Bear River. The canal is regulated and measured by Water District 11. Fivemile Creek pump station is not regulated by a water district but could be equipped with a flow meter if required in the future.
- b. Who owns the property at the point(s) of diversion? Fivemile Creek = RCP, Bear River = West Cache Canal
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Written agreement with West Cache to convey Deep Creek right.
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A Water rights are not moving off of property.
- It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete [Attachment WSB](#).
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
Our portion of the subject rights cover 171 acres. Irrigated acres are being rearranged to reflect the current irrigation system. All other acres will not be irrigated.
- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Dwain and Sandra Weeks own similar rights from the same sources that are diverted through the same infrastructure.
- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:
Yes No
☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☐ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (WaterBalance)

- ☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

N/A

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$960.00 (check) Date 7/1/24 Received by CDH Receipt # E050203

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

MEMO

TO: Water Rights Files
FROM: James Cefalo JRC
DATE: August 10, 2012
RE: Water Rights 13-152, 13-945, and 13-947

There have been a number of ownership changes filed on water rights 13-152, 13-945 and 13-947 in the last year. This memo is intended to set forth the history of the water rights based on the information available to the department at this time. It also explains how ownership changes have been and should be handled for these rights.

The following water rights were described in the 1920 Bear River Decree

- Entry 503 (Originally assigned 11-884, renumbered as 13-152)
Loren Mendenhall, Willis Mendenhall and Jacob Peterson
May 1, 1880 0.50 cfs Five Mile Creek
POU: "[F]or the irrigation of their lands hereinafter described near Deep Creek"
One-half to Willis Mendenhall
One-fourth to Jacob Peterson
One-fourth to Loren Mendenhall
- Entry 506 (Originally assigned 11-887, renumbered as 13-945)
Loren Mendenhall, Willis Mendenhall and Jacob Peterson
June 1, 1882 8.00 cfs Deep Creek
POD: West Cache Supplemental Canal (SE ¼ of Sec 7, T15S, R39E)
POU: "537 acres in Sections 19 and 20, Township 15 South, Range 38 East"
18/84ths to Willis Mendenhall
27/84ths to Jacob Peterson
39/84ths to Loren Mendenhall
- Entry 508 (Originally assigned 11-889, renumbered as 13-947)
Loren Mendenhall, Willis Mendenhall and Jacob Peterson
June 1, 1882 0.66 cfs Unnamed Springs in Sec 20, T15S, R39E
POU: "[F]or the irrigation of . . . lands hereinabove described near Deep Creek"
Split in equal proportions.

Error in Place of Use Description

The first item that should be addressed is the apparent error in the 1920 Decree. The 537-acre place of use for water right 13-945 is described as being located in Range 38 East. Because all three water rights rely on the POU description in 13-945, any error in the POU

description for 13-945 is extended by reference to 13-152 and 13-947. Sections 19 and 20 in Township 15 South, Range 38 East are located in the mountains. There is no way water from Five Mile Creek or Deep Creek could have been used in Range 38 East without pumping the water uphill a distance of five miles and hundreds of feet in elevation.

Based on the location of the points of diversion described in the 1920 Decree, it appears that the decreed place of use should have been in Range 39 East. Warranty deeds provided with the recent ownership changes trace ownership of certain property in Range 39 East back to Willis and Loren Mendenhall. The deeds confirm that Loren and Willis Mendenhall owned and farmed acres within Sections 19 and 20 in Range 39 East. **Therefore, for purposes of evaluating ownership changes for rights 13-152, 13-945, and 13-947, IDWR will assume that the place of use should have listed Range 39 East rather than Range 38 East.**

It should be noted, however, that the error in the decreed place of use cannot be fixed through an ownership change. The only way to correct the error from the decree is to file a water right transfer application, moving the water right place of use to the correct location. The water right places of use will remain listed in Range 38 East until transfers are filed to correct the places of use.

Number of Irrigated Acres

The 1920 Decree does not specify how many acres were irrigated by each of the three water users listed (Mendenhall/Mendenhall/Peterson). Each water user received a different mix of Deep Creek, Five Mile Creek, and unnamed spring rights. All of the rights in combination are good for 9.16 cfs and the irrigation of 537 acres. This amounts to about 0.017 cfs per acre. The number of irrigated acres available for each of the three parts of the original rights should be proportionate to the percentage of the total water associated with each original owner.

	W Mendenhall	Jacob Peterson	L Mendenhall	Total
Deep Creek Split	18/84ths	27/84ths	39/84ths	84/84
Deep Creek	1.71 cfs	2.57 cfs	3.72 cfs	8.00 cfs
Five Mile Creek	0.25 cfs	0.125 cfs	0.125 cfs	0.50 cfs
Springs	0.22 cfs	0.22 cfs	0.22 cfs	0.66 cfs
Total CFS	2.18 cfs	2.915 cfs	4.065 cfs	9.16 cfs
Proportionate Acres	128 acres	171 acres	238 acres	537 acres
Actual Acres	124 acres*	171 acres	242 acres	537 acres
CFS/Acre	0.018	0.017	0.017	0.017

*This is the total number of irrigable acres owned by Willis Mendenhall according to the deeds provided to the department.

Location of Irrigated Acres

In addition to the error in the place of use description, there is also some ambiguity about where the 537 irrigated acres are located. The 1920 Decree states the 537 irrigated acres are located somewhere within Sections 19 and 20 (an area of approximately 1280 acres).

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/2/2023

Water Right 13-7857

Owner Type **Name and Address**
Current Owner WILLIS MENDENHALL

Current Owner JACOB PETERSON

Current Owner LOREN MENDENHALL

Priority Date: 5/1/1880

Basis: Decreed

Status: Active

Source
FIVEMILE CREEK

Tributary
BEAR RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/20	09/30	0.290 CFS	
	Total Diversion		0.290 CFS	

Source and Point(s) of Diversion:
FIVEMILE CREEK

Place Of Use:
IRRIGATION within FRANKLIN County

		NE				NW				SW				SE					
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
15S	38E	19																	0.0
15S	38E	20																	0.0

PQU Total Acres: 0.0

Conditions of Approval:

1. P/D INCOMPLETE. P/U INCOMPLETE

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/2/2023

Water Right 13-7859

Owner Type **Name and Address**
 Current Owner WILLIS MENDENHALL

Current Owner JACOB PETERSON

Priority Date: 6/1/1882

Basis: Decreed

Status: Active

Source
 DEEP CREEK

Tributary
 BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/20	09/30	2.890 CFS	
	<u>Total Diversion</u>		2.890 CFS	

Source and Point(s) of Diversion:

DEEP CREEK NWSE Sec. 7, Twp 15S, Rge 39E, FRANKLIN County

Place Of Use:

IRRIGATION within FRANKLIN County

Twp	Rng	Sec	NE				SE	NW				SE	SW				SE	SE				Totals
			NE	NW	SW	SE		NE	NW	SW	SE		NE	NW	SW	SE		NE	NW	SW	SE	
15S	38E	19																				0.0
15S	38E	20																				0.0

POU Total Acres: 0.0

Conditions of Approval:

1. P/D INCOMPLETE P/U INCOMPLETE AC IRR =194.6 WATER RIGHT LESS TRANSFER 958 AND OTHER OWNERSHIP CHANGES FOR W. MENDENHALL AND L. MENDENHALL PORTIONS. WATER RIGHT AMOUNT 0.55 CFS W. MENDENHALL AND 2.57 CFS J. PETERSON.

6/2/2023

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JACOB PETERSON

Current Owner LOREN MENDENHALL

Status: Active

Tributary

[illegible]

POU Total Acres: 0.0

1. P/D INCOMPLETE. P/U INCOMPLETE

89132

Transfer Application - RCP Properties LLC Bear River Point of Diversion



- Water Right POD
- Township/Range
- Sections
- QQ

0 125 250 500 Feet



5



2023 Aerial Imagery



203363¹⁻²

QUITCLAIM DEED

For Value Received Sandra Weeks, 2951 West Hwy., Weston, Idaho, 83286, does hereby convey, release, remise and forever quit claim unto R.C.P. Properties, L.C., an Idaho Limited Liability Company, whose current address is 2951 West Hwy., Weston, Idaho, 83286, the following described premises, to-wit:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 358 feet; thence West 292 feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of said Canal 476 feet, thence East 500 feet to the place of beginning, containing 3-3/4 acres, more or less.

Beginning at the Northeast corner of the North half of the Southeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, in Idaho, and running thence West 40 rods; thence South 30 rods; thence bearing Southeasterly 43 rods 1 foot and 6 inches; thence North 58 rods and 4 feet to the place of beginning.

The West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 20, and the Southeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, containing 160 acres.

Also, 3/8 interest in the entire stream known as Deep Creek, which carries with it the right to use the entire stream one and one half days out of every four days, excepting Sundays. Also, one fourth interest in the entire stream that comes from what is known as Five Mile Creek.

together with its appurtenances.

Dated this 28th day of August, 1998.

Signed: Sandra Weeks
Sandra Weeks

Recorded at the request of

Sandra Weeks

— a.m. AUG 28 1998 4:30 p.m.

V. ELLIOTT LARSEN, RECORDER
By Camille Larsen Deputy
FRANKLIN COUNTY, IDAHO

203363²⁻²

STATE OF IDAHO)

:ss

County of Franklin)

On this 28th day of August, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Weeks, known to me to be the person who executed the within instrument and acknowledged to me that she 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.



Janet Kimpton
NOTARY PUBLIC FOR IDAHO
Residing at: Preston Id.
My commission expires: 3-21-2000

203362 1-2

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE

THIS DEED, made by Sandra Cox (Weeks), as personal representative of the estate of Reuel Christian Peterson, deceased, Grantor, to Sandra Weeks, Grantee, whose current address is 2951 West Highway, Weston, Idaho 83280.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. SP-95-116, in Franklin County, Idaho;

WHEREAS, Grantee is entitled to distribution of the hereinafter described real property;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Franklin County, Idaho:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 358 feet; thence West 292 feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of said Canal 476 feet, thence East 500 feet to the place of beginning, containing 3-3/4 acres, more or less.

Beginning at the Northeast corner of the North half of the Southeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, in Idaho, and running thence West 40 rods; thence South 30 rods; thence bearing Southeasterly 43 rods 1 foot and 6 inches; thence North 58 rods and 4 feet to the place of beginning.

The West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 20, and the Southeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, containing 160 acres.

Also, 3/8 interest in the entire stream known as Deep Creek, which carries with it the right to use the entire stream one and one half days out of every four days, excepting Sundays. Also, one fourth interest in the entire stream that comes from what is known as Five Mile Creek.

and all appurtenances thereto.

Recorded at the request of

Sandra Weeks

— a.m. AUG 28 1998 4:25 p.m.

203362 27

EXECUTED this 28th day of August, 1998.

Sandra Weeks
Sandra Weeks Personal Representative of
the estate of Reuel Christian Petersen,
deceased.

STATE OF IDAHO)
 : ss
COUNTY OF Franklin)

On this 28th day of August, 1998, before me, the undersigned, a notary public in and for said state, personally appeared, Sandra Weeks, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Reuel Christian Petersen, deceased, and acknowledged to me that she executed the same as such Personal Representative.'

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



Janet Kimpton
Notary Public for Idaho
Residing at: Preston, Id.
My commission expires: 3-21-2000

QUITCLAIM DEED

For Value Received M. FAYE ANDERSEN, deeding her sole and separate property,

do hereby convey, release, remise and forever quit claim unto REUEL PETERSON,

whose current address is Route 3
Preston, Idaho

the following described premises, to-wit: Located in Franklin County, Idaho

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 358 feet; thence West 292 feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of said Canal 476 feet, thence East 500 feet to the place of beginning, containing 3-3/4 acres, more or less.

Beginning at the Northeast corner and the North half of the Southeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, in Idaho, and running thence West 40 rods; thence South 30 rods; thence bearing Southeasterly 43 rods 1 foot and 6 inches; thence North 58 rods and 4 feet to the place of beginning.

The West half of the Northwest quarter of the Northwest quarter of the Southwest quarter of Section 20, and the Southeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, containing 160 acres.

Also, 3/8 interest in the entire stream known as Deep Creek, which carries with it the right to use the entire stream one and one half days out of every four days, excepting Sundays. Also, one fourth interest in the entire stream that comes from what is known as Five Mile Creek.

together with their appurtenances.

Dated: 10/9/86

M. Faye Andersen

STATE OF IDAHO, COUNTY OF *CASSIA*
On this *9th* day of *Oct*, 19 *86*
before me, a notary public in and for said State, personally
appeared *M. Faye Andersen*

known to me to be the person who name
subscribed to the within instrument, and acknowledged to
me that executed the same.

B. J. Booth

Notary Public

Residing at *1012 E. 2nd*, Idaho
Comm. Expires *Lisa T. M.*

Recorded at the request of
Reuel Peterson

10:50 a.m. OCT 15 1986 — p.m.

CORRIE L. KELLER, RECORDER

BY *Reuel Peterson* Deputy
FRANKLIN COUNTY, IDAHO

Furnished by the AMERICAN LAND TITLE CO., Pocatello, Idaho

172026 1-7

Recorded at L. 1986 of
Revel Petersen
a.m. APR 4 1986 3:50 p.m.
CORRIE L. KELLER, RECORDER
By *Caroline Hagg* Deputy
FRANKLIN COUNTY, IDAHO

CONTRACT OF SALE

THIS AGREEMENT, Made and entered this 30th day
of September, 1975, by and between REVEL PETERSEN, a
single person, hereinafter called "SELLER" and M. FAYE ANDERSEN,
hereinafter called "BUYER".

WITNESSETH:

1. PROPERTY

SELLER agrees to sell to BUYER, and BUYER agrees
to buy from SELLER, on the terms and conditions herein specified,
the Real Property described in Exhibit "A" attached hereto;
hereinafter referred to as "Premises". Together with all
and singular the tenements hereditaments and appurtenances
thereunto belonging or in any wise appertaining.

Also the personal property described in Exhibit
"B" attached hereto.

2. PURCHASE PRICE AND TERMS OF PAYMENT

BUYER shall pay SELLER for said property a

Purchase Price of \$60,000.00

The Purchase Price shall be allocated as follows:

Machinery	\$10,000.00
Buildings	2,000.00
Real Estate	48,000.00

The Purchase Price shall be paid as follows:

Down payment already paid 6,000.00

The balance of \$54,000.00 principal plus
accruing interest on the unpaid balance at nine (9)
percent per annum from October 1, 1975, until paid
shall be payable to SELLER as hereinafter provided
as follows:

Annual amortized instalments of \$5,913.00
with the first payment due on October 1,
1976, and a like amount due on the same day
of each year thereafter until the entire

172026 1-7

Recorded at 1 Post Office
Reuel Petersen
a.m. APR 4 1986 3:50 p.m.
CORRIE L. KELLER, RECORDER
By *Corrie L. Keller* Deputy
FRANKLIN COUNTY, IDAHO

CONTRACT OF SALE

THIS AGREEMENT, Made and entered this 30th day
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single person, hereinafter called "SELLER" and M. FAYE ANDERSEN,
hereinafter called "BUYER".

WITNESSETH:

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the Real Property described in Exhibit "A" attached hereto;
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and singular the tenements hereditaments and appurtenances
thereunto belonging or in any wise appertaining.

Also the personal property described in Exhibit
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accruing interest on the unpaid balance at nine (9)
percent per annum from October 1, 1975, until paid
shall be payable to SELLER as hereinafter provided
as follows:

Annual amortized installments of \$5,913.00
with the first payment due on October 1,
1976, and a like amount due on the same day
of each year thereafter until the entire

172026 2-7

principal and accrued interest is paid in full. The said amortized installment payment to include principal and interest 54,000.00

TOTAL \$60,000.00

Any unpaid balance remaining upon the death of SELLER shall be forgiven and any heirs, personal representatives or successors of SELLER shall have no further claim or any further amount owing from BUYER.

All payments are to be applied first to payment of accrued interest and second the payments are to be applied to the reduction of the principal.

BUYER may make additional payments at any time without penalty and interest shall accrue only on the unpaid principal balance.

3. POSSESSION

BUYER is granted immediate possession of the Premises and shall be entitled to continue in possession thereof so long as it shall not be in default in the performance of any of the terms of this Agreement.

SELLER retains a Life Estate in the residence and household goods and furnishings.

4. MAINTENANCE

The BUYER agrees that he will, at his own expense, maintain said Premises in good order and repair during the life of this Contract, reasonable wear and tear expected.

5. TAXES

SELLER shall pay all taxes and assessments for 1974 and prior years and BUYER shall pay all taxes and assessments for 1975 and subsequent years.

6. SELLER'S OPTION TO PAY TAXES AND ASSESSMENTS

Should the BUYER default in the payment of any of the sums hereinabove agreed to be paid for the payment of taxes and assessments, the SELLER, at his option, and without waiver of the right to declare a forfeiture, may pay the same, and such sum paid by SELLER shall become immediately due and

payable from BUYER, with interest thereon at the rate of 3/4 percent per month from the date of payment by SELLER.

7. DEED

Concurrent with the execution of this Agreement, SELLER shall execute a good and sufficient Warranty Deed to the above-described property naming SELLER as Grantor and BUYER as Grantee free from all encumbrances except any assumed by or placed thereon by BUYER, and cause said Warranty Deed to be delivered to BUYER upon execution of this Agreement.

8. DEFAULT REMEDIES

Time and the prompt performance of each and every obligation of BUYER is agreed to be of the essence of this Contract, and should BUYER fail or neglect to make any payment of the principal, interest, taxes, and assessments, or insurance premiums, when due, and before the same become delinquent, or fail or neglect to carry out any of the other terms and conditions of this Contract to be performed by it, then this Contract shall be in default, and upon a default occurring, SELLER or SELLER'S authorized agent may cause to be prepared a written notice in duplicate, addressed to BUYER calling attention to the matters then in default of account of which a breach is claimed, and said notice shall be mailed by registered mail or certified United States Mail to BUYER.

BUYER shall have one hundred twenty (120) days from the mailing of said notices within which to make good any matters in default of which a breach is claimed, or to disprove the same.

9. FORFEITURE

In the event BUYER does not cure or remedy such default, or defaults, within the period of one hundred twenty (120) days from the mailing of said notice, the BUYER shall forfeit all rights under this Agreement and all rights to

retain the possession or use of said property, or any part thereof, and shall immediately deliver the possession of same, and the whole thereof, to SELLER in as good condition as the same was received, depreciation from reasonable use and occupancy expected.

The BUYER agrees that upon such forfeiture, then will immediately surrender possession of said property to SELLER in as good condition as when same was received.

10. CUMULATIVE REMEDIES

All remedies set forth in this Agreement inuring to either SELLER or BUYER are not exclusive remedies, the Parties hereto reserve the right to enforce the terms of this Agreement under any other remedy granted to them by the laws of the State of Idaho.

11. NECESSARY DOCUMENTS

The parties hereto agree to execute any and all documents necessary to consummate this transaction in accordance with the terms of this Agreement.

12. ATTORNEY FEES

The Attorney's Fees for preparing this Real Estate Purchase and Sale Agreement and other documents shall be paid by BUYER.

In the event either party hereto shall be required to employ an Attorney for the enforcement of this Contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable Attorney's Fees. In the event of default by BUYER, BUYER agrees to pay Attorney's Fees of SELLER in issuing notice of default, or otherwise enforcing the Contract without suit.

13. BINDING EFFECT AND CONSTRUCTION OF TERMS

This Agreement shall extend to and bind the heirs, administrators, executors, representatives, successors and

assigns of the parties hereto. In construing this Contract, it is understood that the SELLER or the BUYER may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

SELLER

BUYER

Reuel Petersen
REUEL PETERSEN

M. Faye Andersen
M. FAYE ANDERSEN

STATE OF IDAHO }
County of Franklin }

On this 30th day of September, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared REUEL PETERSEN and M. FAYE ANDERSEN, 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 seal the day and year in this certificate first above written.



Karen Packard
NOTARY PUBLIC for State of Idaho
Residing at Preston, Idaho

EXHIBIT "A"

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 358 feet; thence West 292 feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of said Canal 476 feet, thence East 500 feet to place of beginning, containing 3-3/4 acres, more or less.

Beginning at the Northeast corner of the North half of the Southeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, in Idaho, and running thence West 40 rods; thence South 30 rods; thence bearing Southeasterly 43 rods 1 foot and 6 inches; thence North 58 rods and 4 feet to the place of beginning.

The West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 20, and the Southeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, containing 160 acres.

Also, 3/8 interest in the entire stream known as Deep Creek, which carries with it the right to use the entire stream one and one half days out of every four days, excepting Sundays. Also one fourth interest in the entire stream that comes from what is known as Five Mile Creek.

172026 7-7

EXHIBIT "B"

Two Ford Tractors

Ford Mower

Case Rake

Ford Digger

Ditcher

Heath Blade

Oliver Drill

Ford Plow

Harrow

All other miscellaneous equipment or tools on farms

All household goods and furnishings

Livestock:

29 Cows

26 Calves

1 Bull

89132

138496

Recorded at the request of

L. J. Andersen

a.m. NOV 24 1975 1:55 p.m.

MICHAEL D. KUNZ, RECORDER

By *Michael D. Kunz* Deputy
FRANKLIN COUNTY, IDAHOReception ☒
Indexed ☒

DO NOT WRITE ABOVE THIS LINE

WARRANTY DEED
LIFE ESTATE

For Value Received

REUEL PETERSEN

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

M. FAYE ANDERSEN of Preston, Idaho,

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

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 358 feet; thence West 292 feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of said Canal 476 feet, thence East 500 feet to place of beginning, containing 3-3/4 acres, more or less.

Beginning at the Northeast corner of the North half of the Southeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, in Idaho, and running thence West 40 rods; thence South 30 rods; thence bearing Southeasterly 43 rods 1 foot and 6 inches; thence North 58 rods and 4 feet to the place of beginning.

The West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 20, and the Southeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 39 East of the Boise Meridian, containing 160 acres.

Also, 3/8 interest in the entire stream known as Deep Creek, which carries with it the right to use the entire stream one and one half days out of every four days, excepting Sundays. Also one fourth interest in the entire stream that comes from what is known as Five Mile Creek.

THIS GRANT IS INTENDED TO CONVEY TO THE GRANTEE ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR, EXCEPT THAT THE GRANTOR RESERVES A LIFE ESTATE IN SAID PROPERTY WITH THE ABSOLUTE AND UNHAMPERED RIGHT TO OCCUPY AND POSSESS SAID PROPERTY FOR THE REMAINDER OF HIS NATURAL LIFE.

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

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

Dated:

Reuel Petersen

(NOTARY SEAL)

State of Idaho
County of Franklinss On the 30th day of September A.D. 1975

personally appeared before me

REUEL PETERSEN

the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

Karen Packell
(NOTARY PUBLIC)

Residing at Preston, Idaho My Commission expires: Lifetime

Full deed to:

Full tax notice to:

89132

RECEIVED
FEB 1 1973
RECORDED
INDEXED

99

133832

Recorded at the request of
Bruce Andersen
7:40 a.m. NOV 5 1973 p.m.
MICHAEL D. KUNZ, RECORDER
By Suzanne Chute Deputy
FRANKLIN COUNTY, IDAHO

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of September in the year, A. D., one thousand nine hundred Seventy-three, between REUEL PETERSEN, an unmarried man, of the County of Franklin, State of Idaho, party of the first part, and BRUCE ANDERSEN, and FAYE ANDERSEN, his wife, of the County of Franklin, State of Idaho, parties of the second part, residing at 50 W 3rd So. Preston, Ida.,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION ---DOLLARS lawful money of the United States of America, to him in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, fo by these presents demise, release and forever quitclaim unto the said parties of the second part, and to their heirs and assigns forever, all that certain lot, piece, of parcel of land, situated, lying and being in Franklin County, State of Idaho, and bounded and particularly discribed as follows to-wit:

Commencing at a point twenty (20) rods South and twenty-three (23) rods West from the Northeast corner of the Southeast quarter of Section twenty-two (22), in Township fifteen (15) South, Range thirty-nine (39) East of the Boise Meridian, in Idaho and running thence West four (4) rods; thence North twenty (20) rods; thence East four (4) rods; thence South twenty (20) rods to the place of beginning.

Together with all and singular, the tenements, water rights, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion, reversions, remainder, and remainders, rents, the issues, and the profits, thereof;

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heris and assigns forever.

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

Reuel Petersen
Reuel Petersen

STATE OF IDAHO)
) ss.
County of Franklin)

On this 17th day of September in the year 1973 before me, J. W. Crowther, a Notary Public in and for said County, personally appeared REUEL PETERSEN, 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.

J. W. Crowther
J. W. Crowther
Notary Public
75 South State Preston, Idaho



STATE OF IDAHO,

County of Franklin—ss.

On this 29th day of February in the year 19 72, before me
Reverend Smith a Notary Public in and for said State, personally appeared
Wayne Petersen, Verl H. Petersen, Ivalou P. Ames, Larry D. Petersen,
Bernell M. Petersen, Clark L. Petersen are
known to me to be the person s whose name s are subscribed to the within instrument,
and acknowledged to me that the y executed the same.

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

Reverend Smith
Notary Public, Residing at Preston, Idaho

No. 138902

WARRANTY DEED

Wayne Petersen, et al

Verl H. Petersen

Dated 29th day of February, 19 72

STATE OF IDAHO,
COUNTY OF FRANKLIN—ss.

I hereby certify that this instrument was

filed for record at request of Reverend Smith

at 3:55 minutes past 11:00

o'clock A. M. this 29th day

of February, A. D. 19 72.

in my office and duly recorded in Book 12

of Michael D. Smith at page 12

By Michael D. Smith Recorder

Fee, \$ 2.00 Deputy

Mailed to Wayne Petersen, et al

RECORDED Q
INDEXED Q

THIS INDENTURE, made this 28th day of February
in the year of our Lord one thousand nine hundred and Seventy-two between
Wayne Petersen, Verl H. Petersen, Idalou P. Ames, Larry D. Petersen
Bernell M. Petersen, Clark L. Petersen
of Preston County of Franklin
State of Idaho the part ies of the first part, and
Reuel Petersen

of Preston County of Franklin
State of Idaho the part Y of the second part.

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION
lawful money of the United States of America, to them in hand paid by the said part Y of the second
part, the receipt whereof is hereby acknowledged, ha. V.E. granted, bargained and sold, and by these presents do
grant, bargain, sell, convey and confirm unto the said part Y of the second part, and his heirs and
assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at a point twenty (20) rods South and Twenty-
three (23) rods West from the Northeast corner of the
Southeast quarter of Section twenty-two (22), in Township
fifteen (15) South, Range thirty-nine (39) East of the
Boise Meridian, in Idaho; and running thence West four
(4) rods; thence North twenty (20) rods; thence East four
(4) rods; thence South twenty (20) rods to the place of
beginning.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and
all estate, right, title and interest in and to said property, as well in law as in equity, of the said part ies
of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the
appurtenances, unto the part Y of the second part, and to his heirs and assigns forever. And the
said part ies of the first part, and their heirs, the said premises in the quiet and peaceable possession of
the said part Y of the second part his heirs and assigns, against the said part ies of the first
part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim
the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part ies of the first part ha. V.E. hereunto set their hands
seal S the day and year first above written.
SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Wayne Petersen (SEAL)
Verl H. Petersen (SEAL)
Idalou P. Ames (SEAL)
Larry D. Petersen (SEAL)
Bernell M. Petersen (SEAL)
Clark L. Petersen (SEAL)

STATE OF IDAHO,
County of FRANKLIN } ss.

On this 28th day of February in the year 1972,
before me, Dell W. Smith a Notary Public in and for said County, personally
appeared Louise P. Page, Mary Petersen, and Reed W. Petersen

known to me to be the person~~s~~ whose name~~s~~ are subscribed to the within instrument, and
acknowledged to me that ~~the~~ 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. My commission expires 4-15-73

Dell W. Smith
Notary Public
Address Preston, Idaho

No. 138903

QUIT CLAIM DEED

Louise P. Page, et al.

TO

Reed Petersen

STATE OF IDAHO, } ss.
County Franklin

I hereby certify that this Deed
was filed for record at the request of
Louise Petersen
at 10:40 o'clock A. M., this 22nd
day of Jan. A. D. 1972 in my
office and duly recorded in Book
of Deeds, at page

Michael D. Long
County Recorder.
By L. L. L. L. L. Deputy.
Fees, \$ 2.00

CITIZEN PRINT - PRESTON, IDAHO
RECORDED
INDEXED

QUIT CLAIM DEED

This Indenture, made this _____ day of _____ in the year, A. D., one thousand nine hundred Seventy-two, between Louise P. Page,
Mary Petersen, Reed W. Petersen

of the County of Franklin, State of Idaho, parties
of the first part, and Reuel Petersen
of the county of Franklin, State of Idaho, party 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 CONSIDERATION ~~XXXXXXXXX~~ DOLLARS

lawful money of the United States of America, to them in hand paid, by the said party of
the second part, the receipt whereof is hereby acknowledged, do by these presents demise,
release and forever quitclaim unto the said party of the second part, and to his heirs and
assigns forever, all that certain lot, piece, or parcel of land, situate, lying and
being in Franklin County, State of Idaho, and bounded and particularly described as
follows to-wit:

Commencing at a point twenty (20) rods South and twenty-
three (23) rods West from the Northeast corner of the
Southeast quarter of Section twenty-two (22), in Township
fifteen (15) South, Range thirty-nine (39) East of the
Boise Meridian, in Idaho; and running thence West four
(4) rods; thence North twenty (20) rods; thence East four
(4) rods; thence South twenty (20) rods to the place of
beginning.

Together with all and singular, the tenements, water rights, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion, reversions, remainders, and remainders, rents, the issues, and the profits thereof;

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their
hand, seal, and seal, the day and year first above written.

Signed in the presence of

Reuel W. Petersen
Reuel W. Petersen

STATE OF IDAHO,
County of Franklin—ss.

On this 2nd day of May in the year 1951, before me
a Notary Public in and for said State, personally appeared
Caroline L. Petersen, a widow
known to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that she executed the same.

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

Notary Public, Residing at Preston, Idaho.

No. 138495

WARRANTY DEED

Caroline L. Petersen

—TO—

Rene L. Petersen

Dated _____, 19____

STATE OF IDAHO,
COUNTY OF FRANKLIN—ss.

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

at 36 minutes past 1:00

o'clock P. M., this 24th day

of November, A. D. 1951

in my office, and duly recorded in Book _____

of _____ at page _____

Michael L. Rury
Ex-Officio Recorder.

By L. R. Johnson
Deputy

Fees, \$ 2.00

Mail to _____

RECORDED

INDEXED

✓
✓

89132

THIS INDENTURE, made this 27th day of May
in the year of our Lord one thousand nine hundred and forty-two between
Emilio M. Paterson, a single

of Preston County of Franklin
State of Idaho the part Y of the first part, and
Renal Paterson

of Preston County of Franklin
State of Idaho the part X of the second part.

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of
\$1.00 and other valuable consideration.

lawful money of the United States of America, to have in hand paid by the said part X of the second
part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do
grant, bargain, sell, convey and confirm unto the said part Y of the second part, and to his heirs and
assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at the Southeast corner of the Northeast quarter of the
Northeast quarter of Section 19, Township 15 South, Range 39 East of the
Boise Meridian, and running thence North 350 feet; thence West 292 feet
to the East bank of the West Cache Canal; thence in a Southwesterly
direction along the East bank of said Canal 175 feet, thence East 100
feet to place of beginning, containing 3-3/4 acres, more or less.

Beginning at the Northeast corner of the North half of the Southeast
quarter of Section 19, Township 15 South, Range 39 East of the Boise
Meridian, in Idaho, and running thence East 10 rods; thence South 30
rods; thence bearing East easterly 13 rods 1 foot and 6 inches; thence
North 58 rods and 1/2 feet to the place of beginning.

The West half of the Northwest quarter and the Northwest quarter
of the Southwest quarter of Section 20, and the Southeast quarter of
the Northeast quarter of Section 19, Township 15 South, Range 39 East
of the Boise Meridian, containing 160 acres.

Also, 3/4 interest in the entire stream known as Deep Creek, which
carries with it the right to use the entire stream one and one half days
out of every four days, excepting 3 Sundays. Also one fourth interest
in the entire stream that comes from what is known as Five Mile Creek.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and
all estate, right, title and interest in and to said property, as well in law as in equity, of the said part Y
of the first part.

I HAVE AND DO HAVE All and singular the above mentioned and described premises, together with the
appurtenances unto the part Y of the second part, and to his heirs and assigns forever, And the
said part Y of the first part, and his heirs and assigns, shall have the quiet and undisturbed possession of
the said part Y of the second part, and his heirs and assigns, against the said part X of the first
part, and his heirs and assigns, and against all and every person and persons who may lawfully claim or try to claim
the same land, and will defend and pay all costs and charges thereon.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set his hand and seal
and the said part X of the second part has hereunto set his hand and seal, at the County of
Franklin, State of Idaho, this 27th day of May, 1942.

WITNESSETH, That the said part ^{of} of the first part, for and in consideration of the sum of \$1,000 and other valuable consideration, etc.

lawful money of the United States of America, to \$2000, in hand paid by the said part^{ies} of the second part, the receipt whereof is hereby acknowledged, he and granted, bargained and sold, and by these presents do^{es} grant, bargain, sell, convey and confirm unto the said part^{ies} of the second part, and to his heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit: Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 17, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 152 feet; thence West 292 feet to the East bank of the West Coeur d'Alene; thence in a Southwesterly direction along the East bank of said Canal 176 feet; thence East 100 feet to place of beginning, containing 3.37 acres, more or less.

Beginning at the northeast corner of the North half of the Southeast quarter of Section 19, Township 25 South, Range 39 East of the Boise Meridian, in 1906, an quarter section, containing 40 acres; thence South 30 rods; thence bearing East $84^{\circ} 54' 30''$ 3 rods; thence East and 6 rods; thence North 63 rods and 1 foot to the place of beginning.

The west half of the Northwest quarter and the Northwest quarter of the Southwest quarter of section 26, and the Southeast quarter of the Northeast quarter of Section 19, Township 15 South, Range 19 East of the Boise Meridian, containing 160 acres.

Also, 2/3 interest in the entire stream known as Deep Creek, which carries with it the right to use the entire stream one and one half days out of every four days, excepting Sundays. Also one fourth interest in the entire stream that comes from what is known as Five mile Creek.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all incidents, rights, title and interest in and to said property, as well in law as in equity, of the said part V of the first part.

WARRANTY DEED

THIS INDENTURE, Made this 28th day of September, in the year of our Lord one thousand nine hundred and Thirty-six, between Leona R. McCarrey, a widow

of Richmond, County of Cache, State of Utah,
the part y of the first part, and Caroline E. Peterson

of Dayton, County of Franklin, State of Idaho,
the party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Seventy five and no/100- - - - - DOLLARS, lawful money of the United States of America, to her in hand paid by the part y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said part y of the second part, and to her heirs and assigns forever, all the following described real estate, situated in County of Franklin, State of Idaho, to-wit:

Commencing at a point one (1) rod East of the Northwest corner of the Northwest quarter of the Northwest quarter of Section 20, Township 15 South, Range 39 East of the Boise Meridian, running thence South 10 rods; thence East 16 rods; thence North 10 rods; thence West 16 rods, to the place of beginning, containing 1 acre.

Together with one certain spring above the canal which the party of the second part is to pipe down to the above described land.

(\$.50 U.S.I.R. stamp attached and duly cancelled)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part y of the first part.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises, together with the appurtenances, unto the part y of the second part, and to her heirs and assigns forever. And the said part y of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said part y of the second part, her heirs and assigns, against the said part y of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part y 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

Grace Larsen

J. N. Larsen

Leona R. McCarrey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, }
COUNTY OF FRANKLIN, } ss.

On this 28th day of September, in the year 19 36, before me, Grace Larsen, a Notary Public in and for said State, personally appeared Leona R. McCarrey known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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)

Grace Larsen

Notary Public residing at Preston, Idaho.

I hereby certify that this instrument was filed for record at the request of Caroline E. Peterson at 40 minutes past 4 o'clock p.M., this 10th day of April, A. D. 19 37, in my office, and duly recorded in Book 30 of Deeds at page 636.

Cleo L. Swenson

Ex-Officio Recorder.

By

Corma Gamble

Deputy.

Fees, \$ 1.20

Compared

89132

Chairman of the Board of County Commissioners of said Franklin County, who executed the foregoing instrument, and acknowledged to me that he executed the same as such officer.

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)

John A. Kofoed
Clerk of District Court.

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of E. A. Ward at 1-30 P.M. February 3rd, 1930.

Fees \$1.00

John A. Kofoed
Ex-Officio Recorder.
Compared *h.k.*

INST. NO. 34326

WARRANTY DEED

THIS INDENTURE, made the 4th day of February in the year of our Lord one thousand nine hundred and thirty between Caroline E. Petersen, widow of Jacob Petersen, deceased, and Ivan E. Petersen, Aline Petersen, Fred H. Peterson, Louise Petersen, Mary Petersen, ^{Meyers} Reed Petersen, Reuel Petersen, and Marvin Petersen, the children of Jacob Petersen, deceased and Caroline E. Petersen, and the heirs and only heirs at law of Jacob Petersen, deceased, of the County of Franklin and the State of Idaho, the parties of the first part, and Caroline E. Petersen, widow of Jacob Petersen, deceased of the County of Franklin and the 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 One Dollar and natural love and affection Dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain, convey, and confirm unto the said party of the second part, and to her heirs and assigns forever all that certain lot, piece or parcel of land situate, lying and being in the County of Franklin and State of Idaho, and bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section Nineteen (19), Township Fifteen (15) South of Range Thirty nine (39) East of the Boise Meridian, and running thence North Three Hundred Fifty-eight (358) feet; thence West Two Hundred ninety two (292) feet to the East bank of the West Cache Canal; thence in a Southwesterly direction along the East bank of said Canal four hundred seventy six (476) feet, thence East Five hundred (500) feet to place of beginning, containing three and three fourths (3-3/4) acres, more or less,

Beginning at the Northeast corner of the North half of the Southeast quarter of Section Nineteen (19), Township Fifteen (15) South of Range Thirty nine (39) East of the Boise Meridian, in Idaho, and running thence West Forty (40) rods; thence South thirty (30) rods; thence bearing Southeasterly Forty three (43) rods one (1) foot and six (6) inches; thence North Fifty eight (58) rods and Four (4) feet to the place of beginning.

The West half of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section Twenty (20), and the Southeast quarter of the Northeast quarter of Section Nineteen (19), Township Fifteen (15) South of Range Thirty nine (39) East of the Boise Meridian, containing One Hundred and sixty (160) acres.

Also three eights (3/8) interest in the entire stream known as Deep Creek, which carries with it the right to use the entire stream one and one half (1 1/2) days out of every four days, excepting Sundays, Also one fourth (1/4) interest in the entire stream that comes from what is known as Five Mile Creek. 89132

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issue and profits thereof, together with all ditch and water rights of every nature, however evidenced, used upon said land or belonging thereto.

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 her heirs and assigns forever, and the said parties of the first part and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part her heirs and assigns against the said parties of the first part, and their heirs, and against all and every person or persons whomever, 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.

Signed, sealed and delivered
in presence of

J. N. Larsen

Caroline E. Petersen

Ivan E. Petersen Aline Petersen (SEAL)

Fred H. Petersen Louise Petersen (SEAL)

Reed Petersen Mary Petersen Meyers (SEAL)

Reuel Petersen Marvin Petersen (SEAL)

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

On this 4th day of February in the year 1930 before me, J. N. Larsen, a Notary Public in and for said County and State personally appeared Caroline E. Petersen, widow of Jacob Petersen, deceased, and Ivan E. Petersen, Aline Petersen, Fred H. Petersen, Louise Petersen, Mary Petersen, Meyers, Reed Petersen, Reuel Petersen, and Marvin Petersen, the children of Jacob Petersen and Caroline E. Petersen, and the heirs and only heirs at law of Jacob Petersen, deceased, known to me to be the persons whose names are subscribed to the within and foregoing 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 first above written.

My commission expires Apr. 30, 1933. (SEAL)

J. N. Larsen
Notary Public, Preston, Idaho.

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request of Caroline E. Petersen, at 3-25 P.M. February 4th, 1930.

Fees \$1.40

Compared *John W. R. R. R.*

Ex-Officio Recorder.

INST. NO. 34331

WARRANTY DEED

THIS INDENTURE, made the 3rd day of February, in the year of our Lord one thousand nine hundred and thirty between Samuel E. Evans, sometimes known as S. S. Evans and Ida E. Evans, his wife, of the County of Franklin and the State of Idaho, the parties of the first part, and B. R. Meek of the County of Franklin and the 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 \$213.00 Two hundred Thirteen and no/100 Dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever all that certain lot, piece

THIS INDENTURE, Made this 3rd day of July in the year of our Lord one thousand nine hundred and eleven, between JAMES LEWIS MCCARREY and his wife Alice S. McCarrey of Richmond County of Cache State of Utah the parties of the first part, and Jacob Petersen of Preston County of Oneida 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 Eighty-seven ----- 50/100 Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

Commencing at the Southeast corner of the Northeast one-fourth ($\frac{1}{4}$) of the Northeast one-fourth ($\frac{1}{4}$) of Section nineteen (19) Township fifteen (15) South of Range thirty-nine (39) East of Boise Meridian; thence running North three hundred fifty-eight (358) feet; thence West two hundred ninety-two (292) feet to the East of the West Cache Canal; thence in a Southwesterly direction along the East Bank of said canal four hundred seventy six (476) feet; thence East five hundred (500) feet to place of beginning, three and three fourths ($3\frac{3}{4}$) acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD. All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and 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.

Signed, sealed and delivered in the presence of

A. A. Thomas
Geo. W. Squires

James Lewis McCarrey (SEAL).
Alice S. McCarrey (SEAL).
(SEAL).
(SEAL).

STATE OF IDAHO, } ss.
County of Oneida

On this 8th day of July in the year 1911, before me, A. A. Thomas, a Notary Public in and for said county, personally appeared James Lewis McCarrey and his wife Alice S. McCarrey

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.

A. A. Thomas

Notary Public.

(SEAL)
Commission Expires

Filed for record this 15th day of Aug. A. D. 1911, at 3:10 o'clock P.M.

John J. Evans
Ex-Officio Recorder.

By J. Jones, Jr. Deputy.



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 3, 2024

RCP PROPERTIES LC
2951 W HIGHWAY 36
WESTON, ID 83286-5006

RE: Transfer No. 89132
Water Right No(s). 13-8463, 13-8464, 13-8465

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the PRESTON CITIZEN on 7/10/2024 and 7/17/2024. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

Henman, Christina

From: Henman, Christina
Sent: Wednesday, July 3, 2024 2:12 PM
To: 'legals@prestoncitizen.com'
Subject: Legal Notice for Preston Citizen
Attachments: 89132, 89134 Preston Citizen.docx

LEGAL NOTICE DEPARTMENT
PRESTON CITIZEN
PO BOX 472
PRESTON, ID 83263

RE: Transfer No. 89132, 89134
Water Right No(s). 13-8463, 13-8464, 13-8465, 13-7798, 13-7802, 13-7806

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 7/29/2024. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 89132**

RCP PROPERTIES LC, 2951 W HIGHWAY 36, WESTON, ID 83286-5006 has filed Application No. 89132 for changes to the following water rights within FRANKLIN County(s): Right No(s). 13-8463, 13-8464, 13-8465; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change points of diversion, add points of diversion, change place of use. Proposed points of diversion are in NWSW Sec 20 T15S R39E for 0.13 cfs from Fivemile Creek; NENE, NENE, SENE, SENE Sec 19 T15S R39E for 0.22 cfs from Springs; and SESW Sec 25 T14S R39E for 2.57 cfs from Deep Creek. Deep Creek water right (13-8464) will be diverted from the Bear River at the head of the West Cache Canal through an exchange. Proposed combined place of use is 171 acres in Sec 19 and 20 T15S R39E.

TRANSFER NO. 89134

SANDRA WEEKS and DWAIN WEEKS, 2951 W HWY 36, WESTON, ID 83286 has filed Application No. 89134 for changes to the following water rights within FRANKLIN County(s): Right No(s). 13-7798, 13-7802, 13-7806; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change points of diversion, add points of diversion, change place of use. Proposed points of diversion are in NWSW Sec 20 T15S R39E for 0.06 cfs from Fivemile Creek; NENE, NENE, SENE, SENE Sec 19 T15S R39E for 0.06 cfs from Springs; and SESW Sec 25 T14S R39E for 0.42 cfs from Deep Creek. Deep Creek water right (13-7802) will be diverted from the Bear River at the head of the West Cache Canal through an exchange. Proposed combined place of use is 30 acres in Sec 19 and 20 T15S R39E.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 7/29/2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 7/10/2024 and 7/17/2024