

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A21-00173
Date Received: 3/15/1989
Receipt No: E006128
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RALPH D. MILLER
Address: P.O. BOX 60
CHESTER, ID

208-624-7724

83421

2. Date of Priority: APR 01, 1939

3. Source: FALLS RIVER

Trib. to: HENRYS FORK SNAKE R

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08N	42E	20	NW	SE	SW		FREMONT

5. Description of diverting works:

BUTANE POWERED PUMP WITH 8" SUCTION PIPE AND 10" DISCHARGE PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	6.000		

7. Total Quantity Appropriated is:
6.000 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is 200.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
08N	42E	20	SW	NW		IRR	10.0
			NE	SW		IRR	40.0
			NW	SW		IRR	30.0

Section Acres 80.0

A21-00173

Page 1

Date: 03/15/89

MICROFILMED
OCT 20 1992

A2100173

10. Place of Use: Continued

Total Acres 80.0

11. Place of use in counties: FREMONT

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

ABERDEEN-SPRINGFIELD CANAL CO.

Decree Plaintiff

vs

HENRY EAGLE

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

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NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

MAR 15 1989

Department of Water Resources
Eastern District Office

Please type or print clearly

1. Name of Claimant (s) Ralph D. Miller Phone (208) 624-7724
Mailing Address P.O. Box 60, Chester, Idaho Zip 83421
2. Date of Priority (Only one (1) per claim) April 1, 1939
3. Source of water supply (a) Falls River
which is tributary to (b) Henry's Fork of Snake River
4. a. Location of existing point of diversion is: Township 8N Range 42E Section 20,
NW 1/4 of SE 1/4 of SW 1/4, Govt. Lot, B.M., County of Fremont
Additional points of diversion if any: _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Butane powered pump with
8 inch suction pipe, and 10 inch discharge pipe.

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4-1 to 11-1 amount 6 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 6 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 200 acre feet per annum.

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

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
8N	42E	20							10		40	30							80

Total number of acres irrigated 80

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

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

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

14. Remarks:

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Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____

Decree X

If applicable provide IDWR Water Right Number _____

Court 6th District

Case Number _____

Decree Date 1910

Plaintiff vs Defendant Rexburg Irrigation vs Teton Irrigation Canal Co.

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

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

Signature of Claimant (s) Ralph D. Miller

Date 3/13/89

Date _____

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

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____

of _____

Title

Organization

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

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)

SS.

County of Fremont)

Subscribed and sworn (or affirmed) before me this 13 day of March 19 89

SEAL

Notary Public Dale L. Swenson

Residing at St. Anthony, Idaho

My Commission Expires May 18, 1993

Please Print Name

17. Notice of Appearance:

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

Signature _____

Address _____

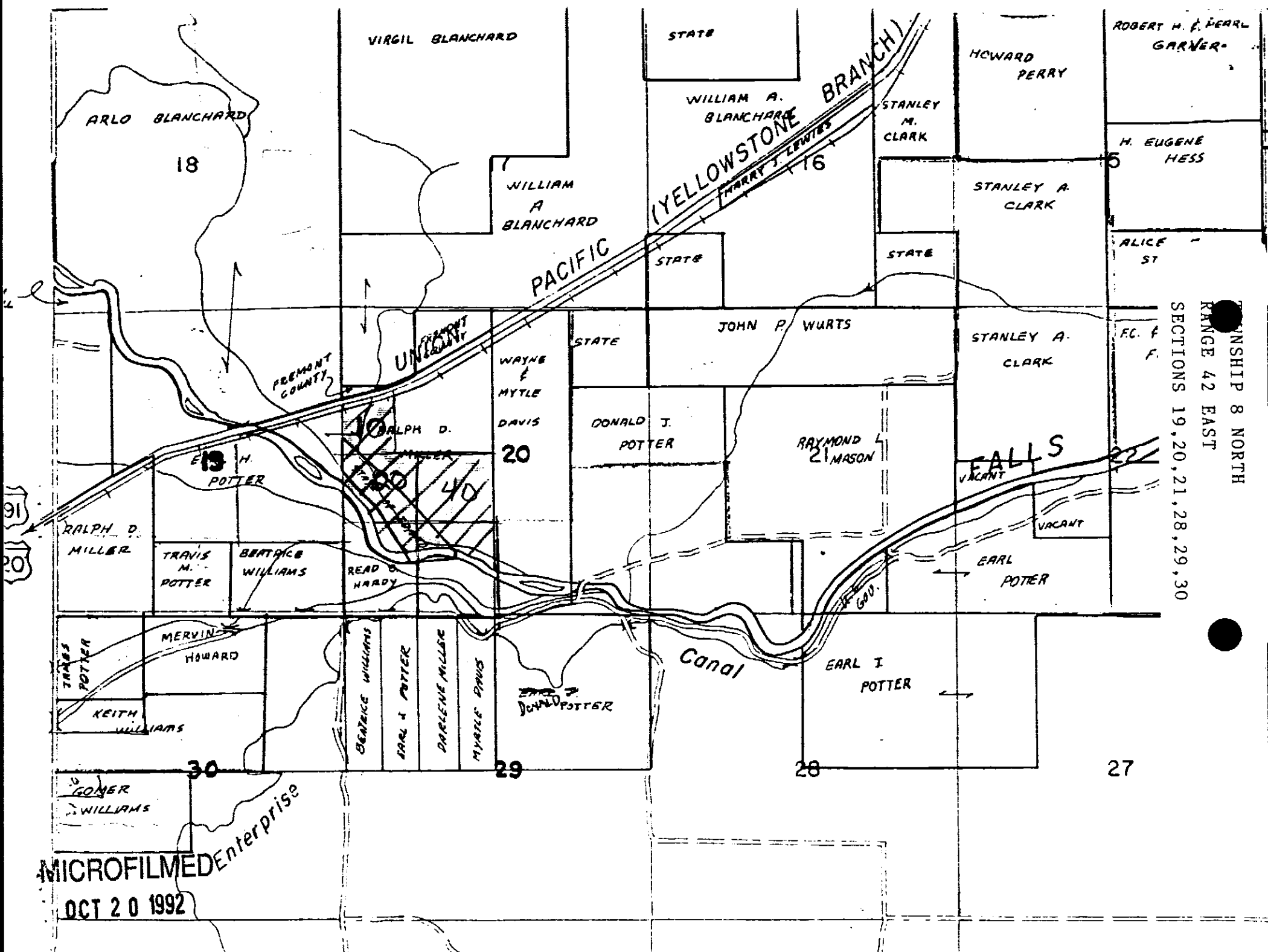
Date _____

Last Name _____ Ident. Number _____

MICROFILMED

OCT 20 1992

Copies White-State, Yellow-Claimant



DATE: 05/07/99
PAGE: 1

Misc: Water District Number: 01 Field Inspection Flag:
Presumption Flag:



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 24, 1999

ROBERT & SHARON FISHER
PO BOX 607
ST ANTHONY ID 83445

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A21-00173

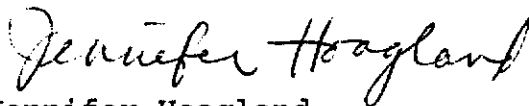
Dear Mr. & Mrs. Fisher:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,


Jennifer Hoagland
Technical Records Specialist

Enclosure

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 02 1999

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: _____
Adjudication Claim No(s).: A21-00173
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Ralph D. Miller
P.O. Box 60 Chester, ID 83421
4. New Owner/Claimant(s) Robert J. or Sharon Fisher
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 607
City, State and ZIP Code St. Anthony ID 83445
New Telephone Number 208) 624-7561
5. Date you acquired the property Dec 11, 1998
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. ☒ Signature of New Owner Sharon Fisher Date 4-2-1999
or Claimant(s) _____ Date _____
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

WARRANTY DEED

FOR VALUE RECEIVED, Ralph D. Miller and Darlene Miller, husband and wife, whose mailing address is P.O. Box 60, Chester, ID 83421, hereinafter referred to as Grantors, do hereby grant, bargain, sell and convey to Robert J. Fisher and Sharon A. Fisher, husband and wife, whose mailing address is 772 South River Road, St. Anthony, Idaho 83445 hereinafter referred to as Grantees, the following described premises located in Fremont County, State of Idaho, particularly described as follows, to-wit:

A parcel of land located in the West 1/2 of Section 20 and the East 1/2 of Section 19, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence North 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence North 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 1323.97 feet to the Northwest corner of said government Lot 3; thence South 00°09'29" E along the West line of said government Lot 3 a distance of 206.74 feet to the average high water line of the Fall River; thence along the average high water line for the following 23 courses; 1, S 81°54'57" W a distance of 189.09 feet; thence 2, S 56°52'51" W a distance of 136.89 feet; thence 3, N 76°38'34" W a distance of 214.97 feet; thence 4, N 55°31'52" W a distance of 229.46 feet; thence 5, N 30°05'26" E a distance of 67.48 feet; thence 6, N 01°35'06" E a distance of 84.48 feet; thence 7, N 05°22'22" W a distance of 158.75 feet; thence 8, N 04°31'24" E a distance of 117.64 feet; thence 9, N 22°14'02" W a distance of 205.57 feet; thence 10, N 41°14'57" W a distance of 138.84 feet; thence 11, N 52°54'32" W a distance of 491.24 feet; thence 12, N 63°55'03" W a distance of 247.02 feet; thence 13, N 33°12'21" W a distance of 296.43 feet; thence 14, N 57°14'56" W a distance of 234.20 feet; thence 15, N 69°33'41" W a distance of 253.28 feet; thence 16, N 58°05'10" W a distance of 181.62 feet; thence 17, N 37°27'51" W a distance of 178.14 feet; thence 18, N 51°30'01" W a distance of 157.13 feet; thence 19, N 81°16'29" W a distance of 166.79 feet; thence 20, S 86°34'25" W a distance of 146.61 feet; thence 21, S 61°39'11" W a distance of 142.08 feet; thence 22, S 73°56'19" W a distance of 118.17 feet; thence 23, N 45°21'05" W a distance of 78.12 feet to a point on the Southeasterly R-O-W for the former Yellowstone Branch of the Union Pacific Railroad; thence N 76°21'24" E along said Southeasterly R-O-W a distance of 2039.71 feet to a point of curvature; thence continuing along said Southeasterly R-O-W along the arc of a curve to the left a distance of 184.96 feet, said curve having a radius of 5779.58 feet and a central angle of 01°50'01" to the Northwest corner of the state gravel pit No. FR 85-S; thence S 11°45'33" W along the West line of said gravel pit a distance of 748.86 feet to the Southwest corner of said gravel pit; thence S 83°06'05" E along the South line of said gravel pit a distance of 721.57 feet to the Southeast corner of said gravel pit said point also being the Southwest corner of the Fremont County gravel pit; thence continuing S 83°06'05" E along the South line of said gravel pit a distance of 1648.66 feet to a point on the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 103.86 acres more or less together with an access for ingress and egress from highway 20 to the subject property which

access is approximately 1/4 of a mile East of the Northwest corner of the subject property.

LESS:

A parcel of land located in the West 1/2 of Section 20 Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence N 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence N 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 173.87 feet; thence N 02°23'41" E approximately along an existing fence line a distance of 1286.36 feet to a point on the North line of the property belonging to Ralph D. Miller and Darlene Miller; thence S 83°06'05" E along said North line a distance of 118.92 feet to a point on the east line of the NE1/4SW1/4 of said section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 4.29 acres more or less.

Subject to all roadways and easements across the above described property whether of record or not.

Together with .4 cfs. decreed water right dated September 24, 1889 in Fall River, a tributary of the Snake River and 20 acre feet of Fremont-Madison storage water.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or appertaining, SUBJECT HOWEVER, to all easements and rights-of-way-appearing on such premises or of record, reservations in favor of the United States or the State of Idaho, and specifically subject to a lease for a gravel pit on 7.5 acres of the above described real property which was granted by Seller to Fremont County, Idaho, recorded January 15, 1988 as instrument No. 407886 of the records of Fremont County, Idaho.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated this 11th day of December, 1998.

GRANTORS

GRANTORS

Ralph D. Miller
RALPH D. MILLER

Darlene Miller
DARLENE MILLER

STATE OF IDAHO

County of *Madison*

) ss.
)

On this 11th day of December, 1998, before me the undersigned, a notary public for the State of Idaho, personally appeared Ralph D. Miller and Darlene Miller, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

ALISON BANTA
NOTARY PUBLIC, STATE OF IDAHO
COMMISSION EXPIRES: 11-23-99

Alison Banta
Notary Public for Idaho
Residing at *St. Anthony*
Commission Exp: 11-23-99

Microfilm No. **455391**
At 4 Day Jan 19 99
At 15:42 O'clock PM
MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ 9. *CM* Deputy
Recorded At Request of
ALLIANCE TITLE & RECORDS



RONALD CARLSON
WATERMASTER

(208) 525-7172
Fax (208) 525-7177

State of Idaho

Water District 1

900 N. Skyline Dr., Suite A
Idaho Falls, Idaho 83402-1718

MEMORANDUM

IDWR DIRECTOR
KARL J. DREHER

COMMITTEE OF NINE

CHAIRMAN
Dell Raybould

VICE CHAIRMAN
Leonard Beck

Larry Kerbs
St. Anthony

Paul Berggren
Blackfoot

Dale Rockwood
Idaho Falls

DeWitt Moss
Jerome

Don Kramer
Castlefond

Claude Storer
Idaho Falls

Don Hale
Blackfoot

TO: Sharon Fisher (Fax: 624-7566)
FROM: Tony Olenichak, Deputy Watermaster
DATE: March 26, 1999
RE: Water Right 21-00022, Ralph D. Miller, Falls River

I've reviewed the map you sent to Alan Ruberry along with the *Notice of Change of Water Right Ownership* you sent to the Idaho Department of Water Resources (IDWR) and discussed in our telephone conversation March 26, 1999. There are two Falls River irrigation water rights listed on your *Notice of Change of Water Right Ownership*: 21-00173 and 21-00022.

Water Right 21-00173 is described as 6.0 cfs diverted from Falls River using a pump located in the SW¼ of Section 20, T8N, R42E, with a priority of April 1, 1939. It appears that this entire right may be appurtenant to your property. This water right allows you to irrigate with 6.0 cfs of Falls River water whenever the April 1, 1939 priority is being delivered by Water District #1 during the irrigation season. Last year the April 1, 1939 water rights on Falls River were delivered up until July 9th when water levels dropped and it was necessary to "cut" the 1939 rights to satisfy senior water rights (water rights with earlier priority dates). In dry years, the April 1, 1939 water rights may be cut much earlier in the year. For example, in 1994, the 1939 water right was cut on April 27th.

It doesn't appear this right has been used recently according to the Water District #1 records. If you plan on using this right in the future, please contact Val Richards (the deputy watermaster in your area, 624-7189) to notify him of the location and type of pump you will be using to divert the water. If you wish to change the use of this water right from irrigation to wildlife purposes, or change the point-of-diversion to the McBee Ditch as we discussed in our telephone conversation, you must file a *Notice of Transfer of Water Right*. Contact Harold Jones, IDWR (525-7161), for the requirements needed to complete the transfer of water right.

Water right 21-00022, previously owned by Ralph D. Miller, for 5.2 cfs to irrigate 119 acres with a priority date of September 26, 1889 from the Chester Canal does not currently cover any of your property owned in Sections 19 and 20, Township 8 N, Range 42 E. The copy of your deed indicates that Mr. Miller apparently wished to transfer a portion, 0.4 cfs (20 miners inches), of this water right to your property. However, a *Transfer of Water Right* was never completed with the IDWR as required to move the water right from its current location in Section 29 and the SESW Section 19, Township 8 N, Range 42E, to your property.

Page -2-
Sharon Fisher

At one time the water right appears to have been appurtenant to your property, but Mr. Miller moved the water to other properties in Transfer #3347, dated March 22, 1989. Mr. Miller stated in Transfer #3347: "Land being irrigated are being used for a gravel pit and will come out of production. The remainder will be irrigated with stored supplies until it is mined." Apparently the storage water he is referring to is the same 20 acre-feet of Fremont-Madison storage water shown in your deed.

In order to get the 0.4 cfs (20 miners inches) moved back to your property, the current owner(s) of the property described in Water Right 21-00022 (Transfer #3347) must be willing to complete a "Transfer of Water Right" with the Idaho Department of Water Resources to move a portion of the water right back to your property. Harold Jones can guide you through the necessary procedures required for this action.

Water right 21-00022 with a priority date of September 26, 1889 is delivered to water users for a much longer period of time than water rights with a priority date of April 1, 1939. In good water supply years, such as last year, the 1889 water right was never cut. In other words, you could have used the water right continuously throughout the entire irrigation season. In poor water supply years it may be cut in the early summer. In 1994, the September 26, 1889 water rights on Falls River were cut on July 4th to satisfy senior water rights.

As for the 20 acre-feet of Fremont-Madison storage water, I would recommend you talk to Dale Swensen, manager of the Fremont-Madison Irrigation District in St. Anthony, concerning the current ownership. If it is possible to have Fremont-Madison storage water delivered to your property, Mr. Swensen should notify both me and Val Richards as to the location and method (pump or canal) that will be used to divert the water.

RECEIVED

MAR 17 1999

Department of Water Resources
Eastern Region

March 16, 1999

Al Ruberry
900 N. Skyline
Idaho Falls, Idaho 83401

RE: Water rights on Fall River Properties

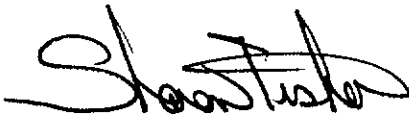
Dear Mr. Ruberry,

As per our conversation of March 12, 1999, I have enclosed a copy of Warranty Deed and our most current project map.

I found our conversation most enlightening. We are unsure how fast our project will move in the future. However, we do intend to call for our water and consider some changes.

Please feel free to contact us about any questions you might have.

Yours truly,

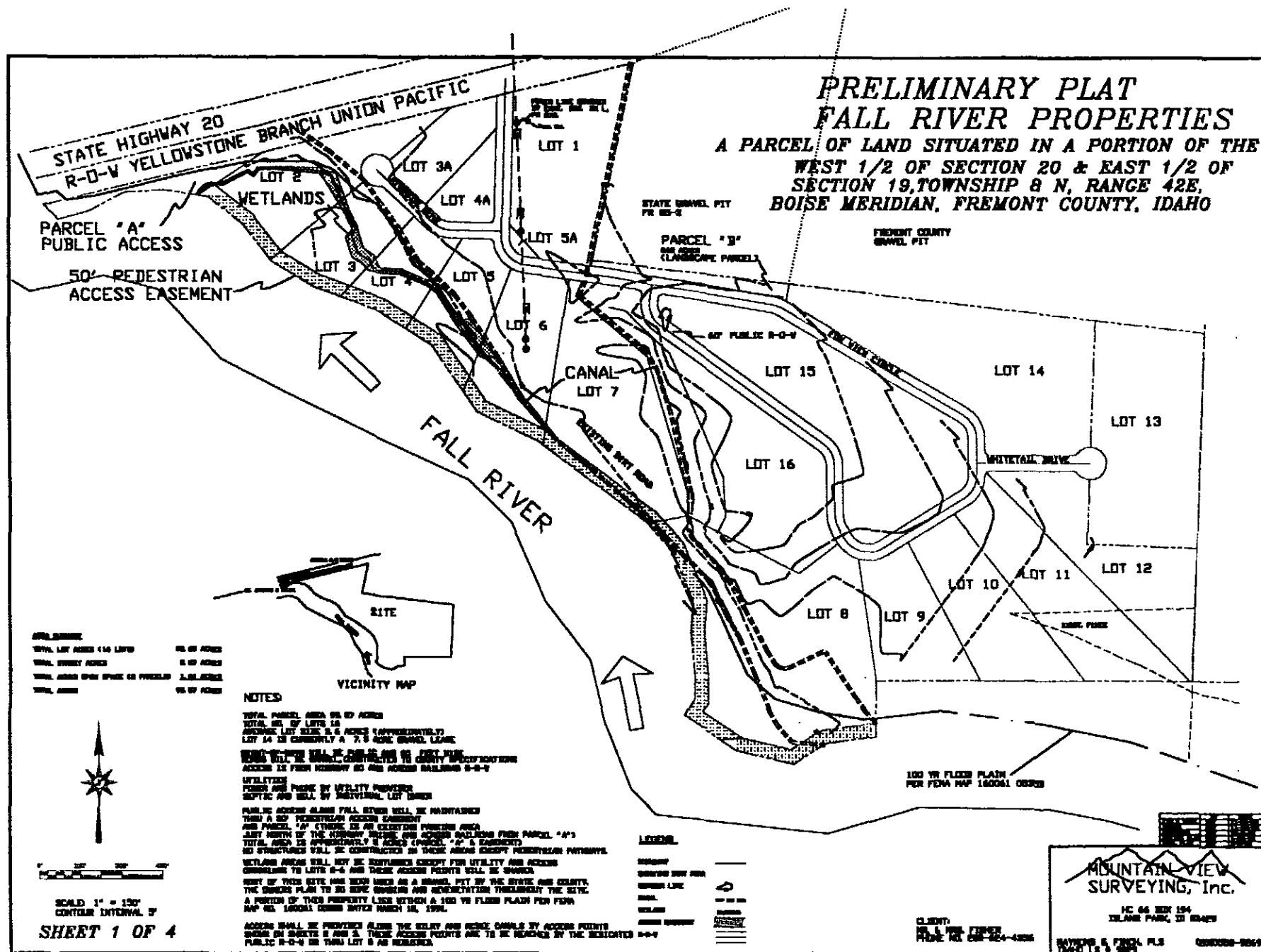
A handwritten signature in dark ink, appearing to read "Sharon Fisher", with a stylized, flowing script.

Sharon Fisher

WARRANTY DEED

FOR VALUE RECEIVED, Ralph D. Miller and Darlene Miller, husband and wife, whose mailing address is P.O. Box 60, Chester, ID 83421, hereinafter referred to as Grantors, do hereby grant, bargain, sell and convey to Robert J. Fisher and Sharon A. Fisher, husband and wife, whose mailing address is 772 South River Road, St. Anthony, Idaho 83445 hereinafter referred to as Grantees, the following described premises located in Fremont County, State of Idaho, particularly described as follows, to-wit:

A parcel of land located in the West 1/2 of Section 20 and the East 1/2 of Section 19, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence North $00^{\circ}05'34''$ W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence North $89^{\circ}52'39''$ W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 1323.97 feet to the Northwest corner of said government Lot 3; thence South $00^{\circ}09'29''$ E along the West line of said government Lot 3 a distance of 206.74 feet to the average high water line of the Fall River; thence along the average high water line for the following 23 courses; 1, S $81^{\circ}54'57''$ W a distance of 189.09 feet; thence 2, S $56^{\circ}52'51''$ W a distance of 136.89 feet; thence 3, N $76^{\circ}38'34''$ W a distance of 214.97 feet; thence 4, N $55^{\circ}31'52''$ W a distance of 229.46 feet; thence 5, N $30^{\circ}05'26''$ E a distance of 67.48 feet; thence 6, N $01^{\circ}35'06''$ E a distance of 84.48 feet; thence 7, N $05^{\circ}22'22''$ W a distance of 158.75 feet; thence 8, N $04^{\circ}31'24''$ E a distance of 117.64 feet; thence 9, N $22^{\circ}14'02''$ W a distance of 205.57 feet; thence 10, N $41^{\circ}14'57''$ W a distance of 138.84 feet; thence 11, N $52^{\circ}54'32''$ W a distance of 491.24 feet; thence 12, N $63^{\circ}55'03''$ W a distance of 247.02 feet; thence 13, N $33^{\circ}12'21''$ W a distance of 296.43 feet; thence 14, N $57^{\circ}14'56''$ W a distance of 234.20 feet; thence 15, N $69^{\circ}33'41''$ W a distance of 253.28 feet; thence 16, N $58^{\circ}05'10''$ W a distance of 181.62 feet; thence 17, N $37^{\circ}27'51''$ W a distance of 178.14 feet; thence 18, N $51^{\circ}30'01''$ W a distance of 157.13 feet; thence 19, N $81^{\circ}16'29''$ W a distance of 166.79 feet; thence 20, S $86^{\circ}34'25''$ W a distance of 146.61 feet; thence 21, S $61^{\circ}39'11''$ W a distance of 142.08 feet; thence 22, S $73^{\circ}56'19''$ W a distance of 118.17 feet; thence 23, N $45^{\circ}21'05''$ W a distance of 78.12 feet to a point on the Southeasterly R-O-W for the former Yellowstone Branch of the Union Pacific Railroad; thence N $76^{\circ}21'24''$ E along said Southeasterly R-O-W a distance of 2039.71 feet to a point of curvature; thence continuing along said Southeasterly R-O-W along the arc of a curve to the left a distance of 184.96 feet, said curve having a radius of 5779.58 feet and a central angle of $01^{\circ}50'01''$ to the Northwest corner of the state gravel pit No. FR 85-S; thence S $11^{\circ}45'33''$ W along the West line of said gravel pit a distance of 748.86 feet to the Southwest corner of said gravel pit; thence S $83^{\circ}06'05''$ E along the South line of said gravel pit a distance of 721.57 feet to the Southeast corner of said gravel pit said point also being the Southwest corner of the Fremont County gravel pit; thence continuing S $83^{\circ}06'05''$ E along the South line of said gravel pit a distance of 1648.66 feet to a point on the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence S $00^{\circ}05'34''$ E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 103.86 acres more or less together with an access for ingress and egress from highway 20 to the subject property which



STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

AR 1-12-99

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 20" Fall R. 100
A21-10758, A21-00022, A21-00173

2. The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant

Ralph D Miller
3001 E 800 N
St Anthony ID 83445 PO Box 607

4. New Owner/Claimant(s)

Robert J & Sharon H Fisher

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

PO Box 607

City, State and ZIP Code

St Anthony, ID 83445

New Telephone Number

(208) 624-4356

5. Date you acquired the property

12-11-98

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 100 Number and type

Diversion rate in CFS _____ Number of homes _____

If a water right or adjudication claim is being split and you claim, please contact the nearest IDWR office for assistance

7. Signature of New Owner or Claimant(s)

[Signature]

Corporations or other organizations must submit a list of di

8. For Snake River Basin Adjudication Claims: Please attach IDWR to correspond with him or her for all matters related

RECEIVED
JAN 11 1999
Department of Water Resources
Eastern Region

3/12/99

more to come on this

Sharon will send up
if Warranty Deed and
updated map.

This prop is plotted
for Subdivision - She
says it could be as much
as 2 yrs. away -
WAIT

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT made by and between Ralph D. Miller and Darlene Miller, husband and wife, whose mailing address is 3001 E 800 N, Chester, ID 83421, hereinafter termed Seller, and Robert J. Fisher and Sharon A. Fisher, husband and wife, whose mailing address is 772 South River Road, St. Anthony, Idaho 83445, hereinafter termed Buyer.

1. For and in consideration of the payments to be made and the covenants to be performed by the Buyer as hereinafter set forth, the Seller does hereby contract and agree to sell and convey unto the Buyer, and the Buyer does hereby contract and agree to purchase from the Seller all of the following described property situate in Fremont County, State of Idaho, to-wit:

A parcel of land located in the West 1/2 of Section 20 and the East 1/2 of Section 19, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence North 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence North 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 1323.97 feet to the Northwest corner of said government Lot 3; thence South 00°09'29" E along the West line of said government Lot 3 a distance of 206.74 feet to the average high water line of the Fall River; thence along the average high water line for the following 23 courses; 1, S 81°54'57" W a distance of 189.09 feet; thence 2, S 56°52'51" W a distance of 136.89 feet; thence 3, N 76°38'34" W a distance of 214.97 feet; thence 4, N 55°31'52" W a distance of 229.46 feet; thence 5, N 30°05'26" E a distance of 67.48 feet; thence 6, N 01°35'06" E a distance of 84.48 feet; thence 7, N 05°22'22" W a distance of 158.75 feet; thence 8, N 04°31'24" E a distance of 117.64 feet; thence 9, N 22°14'02" W a distance of 205.57 feet; thence 10, N 41°14'57" W a distance of 138.84 feet; thence 11, N 52°54'32" W a distance of 491.24 feet; thence 12, N 63°55'03" W a distance of 247.02 feet; thence 13, N 33°12'21" W a distance of 296.43 feet; thence 14, N 57°14'56" W a distance of 234.20 feet; thence 15, N 69°33'41" W a distance of 253.28 feet; thence 16, N 58°05'10" W a distance of 181.62 feet; thence 17, N 37°27'51" W a distance of 178.14 feet; thence 18, N 51°30'01" W a distance of 157.13 feet; thence 19, N 81°16'29" W a distance of 166.79 feet; thence 20, S 86°34'25" W a distance of 146.61 feet; thence 21, S 61°39'11" W a distance of 142.08 feet; thence 22, S 73°56'19" W a distance of 118.17 feet; thence 23, N 45°21'05" W a distance of 78.12 feet to a point on the Southeasterly R-O-W for the former Yellowstone Branch of the Union Pacific Railroad; thence N 76°21'24" E along said Southeasterly R-O-W a distance of 2039.71 feet to a point of curvature; thence continuing along said Southeasterly R-O-W along the arc of a curve to the left a distance of 184.96 feet, said curve having a radius of 5779.58 feet and a central angle of 01°50'01" to the Northwest corner of the state gravel pit No. FR 85-S; thence S 11°45'33" W along the West line of said gravel pit a distance of 748.86 feet to the Southwest corner of said gravel pit; thence S 83°06'05" E along the South line of said gravel pit a distance of 721.57 feet to the Southeast corner of said gravel pit said point also being the Southwest corner of the Fremont County gravel pit; thence continuing S 83°06'05" E along the South line of said gravel pit a distance of 1648.66 feet to a point on the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 103.86 acres more or less.

Release of Mortgage to be recorded when the payment for the property is received in full together with partial mortgage releases as hereinafter provided.

4. Buyer shall have the right to prepay any amount in addition to the annual scheduled principal and interest payments in any one year upon the deferred balance of the purchase price without permission of the Seller and without penalty. Prepayments made shall be applied to the subsequent payments owed under this Agreement of Sale in the continuing order of payment and shall abate or excuse payment of the subsequent monthly installment(s) payment(s) required under the terms of this Agreement until the prepayment(s) have been fully applied to subsequent monthly payments.

Upon receipt of payment of \$4,500.00 per acre, in addition to the regularly scheduled principal and interest payments, Buyer shall be entitled to obtain a partial release of one or more acres from this Contract and Mortgage. Buyer may ask for a release of one or more acres without regard to whether the property to be released is contiguous or not with acres previously released.

The above releases are subject to Seller retaining a sixty (60) foot easement for ingress and egress to his remaining property. Said easement shall be extinguished upon completion of the terms of the Agreement of Sale. Likewise, buyers shall retain a sixty (60) foot easement for ingress and egress to all parcels of real property which may be released, per the terms of the within Contract of Sale and Mortgage or upon completion or termination of the Contract of Sale, Promissory Note and Mortgage.

5. The purchase price hereinabove provided is for the real property, there being no personal property included in this sale.

6. Taxes levied upon the real property described in this Contract shall be prorated between the parties as of the 11th day of December, 1998. Seller shall pay all taxes and assessments levied upon the real property described in this Contract for the time prior to and including such date and Buyer shall pay all such taxes levied upon said property for the time after said date before the same becomes delinquent. Buyer shall pay the same upon receipt of the tax notice and before they become delinquent. Receipts for all taxes and assessments paid shall be promptly mailed to Seller.

Buyer shall have the right to protest or contest the amount of any assessment or levy for taxes or assessments upon the real property described in this Contract. In the event Buyer elects to do so, Buyer shall immediately notify Seller thereof in writing. So long as Buyer diligently pursues said protest or contest, Buyer shall not be in default of the contract for failure to pay said taxes or assessments pending the final determination of said protest or contest, on condition that Buyer shall

footage, and/or frontage, and is purchasing the said property in reliance upon his own determination thereof.

There are existing fences surrounding the property which may or may not be on the property lines. Seller makes no representations or warranties whether the fences are on the property line nor whether the adjoining land owners may have a claim to the property above described which may be included in the area on their side of the fence.

Buyer shall make his own examination as to whether there is or is not a formal documented road access to the property from State Highway 20.

10. If Buyer shall fail or neglect to pay any taxes or assessment or other charges that may become liens on the real property described in this Contract before the same become delinquent or shall allow or suffer any liens or encumbrances to attach to the property described in this Contract, which has not been previously released, or if Seller is required to incur or pay any other items or expenses to protect Seller's interest in the said property as a result of any default of this Contract by Buyer, Seller, at Seller's option and without obligation, shall have the right to pay said taxes, assessments and charges, together with any penalty and interest due thereon, satisfy any liens or encumbrances attached to said real property, and to perform such other acts and pay any other sums deemed necessary by Seller to protect Seller's interest in said property as a result of any default of this Contract by Buyer. If Seller elects to make such advances, the advances paid, together with interest thereon from the date paid by Seller at the rate of 12% per annum shall be due and payable by Buyer to Seller upon demand of Seller. If Seller incurs any expense, including but not limited to, attorney fees and costs and attorney fees and costs on appeal, to collect said sums advanced with interest, Buyer shall pay such collection expenses in addition to said advances. If no demand for payment is made by Seller upon Buyer, or if Seller's demand is dishonored by Buyer, such advancements, with accrued interest thereon, shall in any event be secured by this Contract and the performance of this Contract by Buyer shall not be complete until Buyer has paid all of said advancements, interest and collection expenses if any, to Seller.

If Seller elects to make such advances, the Seller nevertheless shall not have waived the Buyer's default nor shall Seller be deemed to have made an election of remedies, and Seller shall be entitled to act on such default as provided in this Contract.

11. Buyer shall have the right to make or install permanent improvements upon the real property described in this Contract only upon the following conditions:

a. Buyer makes or installs said improvements as a volunteer and with full knowledge and acceptance of the fact that Buyer is not entitled to any credit, payment or reimbursement from Seller for the cost or value of said improvements, and

b. Buyer makes or constructs said improvements at Buyer's own cost and expense, and

c. Buyer is not the agent of Seller for the purpose of making or constructing said improvements or for any other purpose, and

d. Buyer shall not allow or suffer any liens or encumbrances to be attached to or filed upon the said property for any work or material issued thereon and will hold Seller entirely harmless from any liability for such work and materials and from any liens or encumbrances upon said property as a result thereof including without limitation, any and all expense, attorney fees and costs including fees and costs on appeal, incurred by Seller to litigate against or remove such liens or encumbrances, and

e. Buyer shall be entitled to remove any permanent improvements made or constructed by Buyer upon the said property EXCEPT any such permanent improvements that are made or constructed to replace structures or improvements that were on said property when Buyer entered possession and EXCEPT any such permanent improvements that cannot be removed without damage to the remaining property, and

f. The failure or neglect of Buyer to remove any such improvements from the said property prior to the date this Contract is terminated or canceled by Seller as a result of a default by Buyer, shall constitute conclusive proof that Buyer has abandoned said improvements and the said improvements shall then be deemed a part of the real property and the property of Seller free and clear of any claim, right, title or interest of Buyer.

12. The sale of the property described in this Contract and the granting of credit by Seller is personal to Buyer. In making this sale, Seller has relied on Buyer's credit, Buyer's interest in the property and intended use thereof, and financial market conditions at the time this Contract is made. Based upon these considerations, and others, the parties agree that during the term of the Contract, Buyer shall not be entitled to sell, or convey the property described in this Contract or any part thereof or any equitable interest therein, which have not been previously released as provided elsewhere in this Agreement, nor shall Buyer be entitled to assign this Contract or any right, title or interest of Buyer therein, unless and until Buyer obtains the express written consent of Seller, which consent shall not be unreasonably withheld from any financially responsible buyer. The granting of the express written consent by Seller shall be and is a condition precedent to any such

form policy, and taxes and assessments for the current year, easements and rights under the terms of this Contract and any liens or encumbrances disclosed in this contract. Buyer shall examine said preliminary title report or commitment and shall, in writing, make any objections which appear on the face of the title policy known to Seller prior to closing date. Failure by Buyer to object in writing to the condition of title shown in said preliminary report or commitment within the time specified above shall constitute acceptance by Buyer of the condition of such title and waiver of any defects in title with Seller. In the event there exists any defects in title to which Buyer objects in the manner provided above, Seller shall have 10 days to cure and remove said defects. In the event Seller is unable to cure and remove said defects within the time provided or any extension thereof that Buyer may grant, this Contract shall be deemed mutually rescinded and canceled. However, the Buyers will have the right to go against the Title Company should defects in the title come to light at a *future* date.

Seller shall pay the premium for the said title insurance policy.

14. All payments to be made by Buyer upon the deferred balance of the purchase price under the terms of this Contract shall be paid to Alliance Title, Rexburg Branch, Rexburg, Idaho, who is hereby designated as the Escrow Holder under the terms of this Contract.

The initial and all other charges of the Escrow Holder shall be divided equally between the Seller and Buyer.

15. Time and prompt performance of each and every term and condition of this Contract of sale and the Promissory Note and Mortgage is material and of the essence. Performance by the Buyer is a condition precedent to performance by Seller. In the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The following or any of them constitute an event of default under the terms of this Contract of Sale, the Mortgage, and the Promissory Note:

(a) If Buyer shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of this Contract of Sale, the Promissory Note, and Mortgage following thirty (30) days written notice of default sent from Seller to Buyer in the manner specified herein, which notice shall specify Buyer's default.

(b) If Buyer shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a

16. Should either party default in the performance of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on appeal, which the offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

17. From the date of this Contract until all performance of Buyer required under the terms of this Contract has been accomplished, Seller shall have the right to enter upon the said property at reasonable times and with reasonable notice to inspect said property for the purpose of determining whether Buyer is complying with the terms, covenants and conditions of this Contract and to determine the condition of the property described in this Contract.

18. If any portion of the real property described in this Contract shall be taken by virtue of any condemnation or eminent domain proceedings, or transferred under threat thereof, the proceeds thereof shall be paid and applied to the balance of the purchase price then remaining.

19. Notice to Parties or the service of any notice permitted or required under the terms of this Contract shall be deemed complete upon the depositing of the same in the United States mail by Seller, by certified or registered mail, addressed to Buyer at 772 South River Road, St. Anthony, Idaho 83445, or by Buyer addressed to Seller at 3001 E 800 N, Chester, Idaho 83421, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon Buyer, or on Seller, as the case may be. In the event there is more than one person constituting the Seller or the Buyer herein, service by mail or personal service as provided above, upon any one person in such party, shall be good and sufficient service upon all person constituting such party the same as though such service had been made upon each and every member of such party.

20. In the event any provision of this Contract or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provisions or part thereof.

21. In the event of any suit or proceeding by either party herein against the other party, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the lender, in any way arising out of this Contract, or attempting to enforce any

Law (including the costs of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorney fees) shall be due and payable on demand with interest thereon at the rate of 10% per annum from the date such costs is incurred.

25. It is hereby acknowledged that Buyer has been advised that Fall River freezes on occasion and causes an overflow of water on some of the land along Fall River. Buyer acknowledges to being informed of this fact and agree to hold Seller harmless from any damages which result from such water overflow from any cause whatsoever.

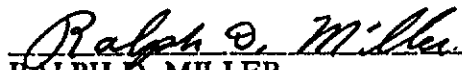
26. It is hereby acknowledged that Buyer has been advised that the Fremont County Weed Supervisor has advised them that there is a noxious weed problem on this property. It is agreed that Buyer accepts full responsibility to comply with any weed eradication program on this property and will save Seller harmless from any claim for noxious weeds.

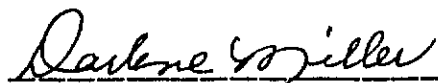
27. Seller agrees to remove all personal property from the subject property by April 30, 1999. Seller is given permission to remove a barn and granary from the subject property by April 30, 1999.

28. This Contract shall be binding upon and inure to the benefit of the heirs, personal representative, administrators, successors and assigns of the parties hereto.

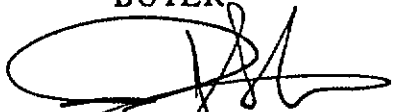
IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the date herein their signatures are notarized.

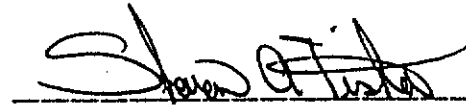
SELLER


RALPH D. MILLER


DARLENE MILLER

BUYER


ROBERT J. FISHER


SHARON A. FISHER

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, made between Robert J. Fisher and Sharon A. Fisher, husband and wife, whose mailing address is 772 South River Road, St. Anthony, Idaho 83445, hereinafter termed Parties of the First Part, and Ralph D. Miller and Darlene Miller, husband and wife, whose mailing address is P.O. Box 60, Chester, ID 83421, hereinafter termed Parties of the Second Part,

WITNESSETH:

That the said Parties of the First Part, for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND and NO/100 (\$150,000.00) lawful money of the United States of America, do by these presents grant, bargain, sell and convey unto the said Parties of the Second Part, and to their heirs and assigns forever, all that certain real property located in the County of Fremont, State of Idaho, and bounded and particularly described as follows, to-wit:

A parcel of land located in the West 1/2 of Section 20 and the East 1/2 of Section 19, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence North 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence North 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 1323.97 feet to the Northwest corner of said government Lot 3; thence South 00°09'29" E along the West line of said government Lot 3 a distance of 206.74 feet to the average high water line of the Fall River; thence along the average high water line for the following 23 courses; 1, S 81°54'57" W a distance of 189.09 feet; thence 2, S 56°52'51" W a distance of 136.89 feet; thence 3, N 76°38'34" W a distance of 214.97 feet; thence 4, N 55°31'52" W a distance of 229.46 feet; thence 5, N 30°05'26" E a distance of 67.48 feet; thence 6, N 01°35'06" E a distance of 84.48 feet; thence 7, N 05°22'22" W a distance of 158.75 feet; thence 8, N 04°31'24" E a distance of 117.64 feet; thence 9, N 22°14'02" W a distance of 205.57 feet; thence 10, N 41°14'57" W a distance of 138.84 feet; thence 11, N 52°54'32" W a distance of 491.24 feet; thence 12, N 63°55'03" W a distance of 247.02 feet; thence 13, N 33°12'21" W a distance of 296.43 feet; thence 14, N 57°14'56" W a distance of 234.20 feet; thence 15, N 69°33'41" W a distance of 253.28 feet; thence 16, N 58°05'10" W a distance of 181.62 feet; thence 17, N 37°27'51" W a distance of 178.14 feet; thence 18, N 51°30'01" W a distance of 157.13 feet; thence 19, N 81°16'29" W a distance of 166.79 feet; thence 20, S 86°34'25" W a distance of 146.61 feet; thence 21, S 61°39'11" W a distance of 142.08 feet; thence 22, S 73°56'19" W a distance of 118.17 feet; thence 23, N 45°21'05" W a distance of 78.12 feet to a point on the Southeasterly R-O-W for the former Yellowstone Branch of the Union Pacific Railroad; thence N 76°21'24" E along said Southeasterly R-O-W a distance of 2039.71 feet to a point of curvature; thence continuing along said Southeasterly R-O-W along the arc of a curve to the left a distance of 184.96 feet, said curve having a radius of 5779.58 feet and a central angle of 01°50'01" to the Northwest corner of the state gravel pit No. FR 85-S; thence S 11°45'33" W along the West line of said gravel pit a distance of 748.86 feet to the Southwest corner of said gravel pit; thence S 83°06'05" E along the South line of said gravel pit a distance of 721.57 feet to the Southeast corner of said gravel pit said point also being the Southwest corner of the Fremont County gravel pit; thence continuing S 83°06'05" E along the South line of said gravel pit a distance of 1648.66 feet to a point on the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 103.86 acres more or less together with an access for ingress and egress from highway 20 to the subject property which access is approximately 1/4 of a mile East of the Northwest corner of the subject property.

LESS:

A parcel of land located in the West 1/2 of Section 20 Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence N 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the

**R.D. MILLER PARCEL A PORTION OF THE
WEST 1/2 SECTION 20 & EAST 1/2 OF
SECTION 19, TOWNSHIP 8 N, RANGE 42E,
BOISE MERIDIAN, FREMONT COUNTY, IDAHO**

**R.D. MILLER PARCEL A PORTION OF THE
WEST 1/2 SECTION 20 & EAST 1/2 OF
SECTION 19, TOWNSHIP 8 N, RANGE 42E,
BOISE MERIDIAN, FREMONT COUNTY, IDAHO**

