

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: A27-07056
Date Received: ~~4/05/1989~~ 4/21/89
Receipt No: M003259
Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BETTY P. POPE 208-785-1595
Address: 152 N. 200 E.
BLACKFOOT, ID 83221

2. Date of Priority: DEC 05, 1975

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	36E	29	SE	SE	NE		BINGHAM

5. Description of diverting works:
2 WELLS, PUMPS, PIPELINES AND SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.120		21.00
DOMESTIC	01/01	12/31	0.040		1.20

7. Total Quantity Appropriated is:
0.150 C.F.S. (and/or) 22.20 A.F.A.

8. Total consumptive use is 15.0 Acre Feet Per Annum.

9. Non-irrigation uses:
D/ONE HOME.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	36E	29	SE	NE		IRR	6.0
			SE	NE		DOMEST	

Section Acres 6.0

A27-07056

Page 1

Date: 04/11/89

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NOV 12 1992



10. Place of Use: Continued

Total Acres 6.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
N/A

14. Remarks:
2 P/D IN SENE, S29, T2S, R36E.

15. Basis of Claim: LICENSE

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: 1

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): Betty P. Pope Date: April 21-89
Date: _____

State of Idaho)
County of BINGHAM) SS.

Subscribed and sworn (or affirmed) before me this 21ST day
of APRIL 19 89

Jeff Peppersack
Notary Public

Seal

Residing at _____

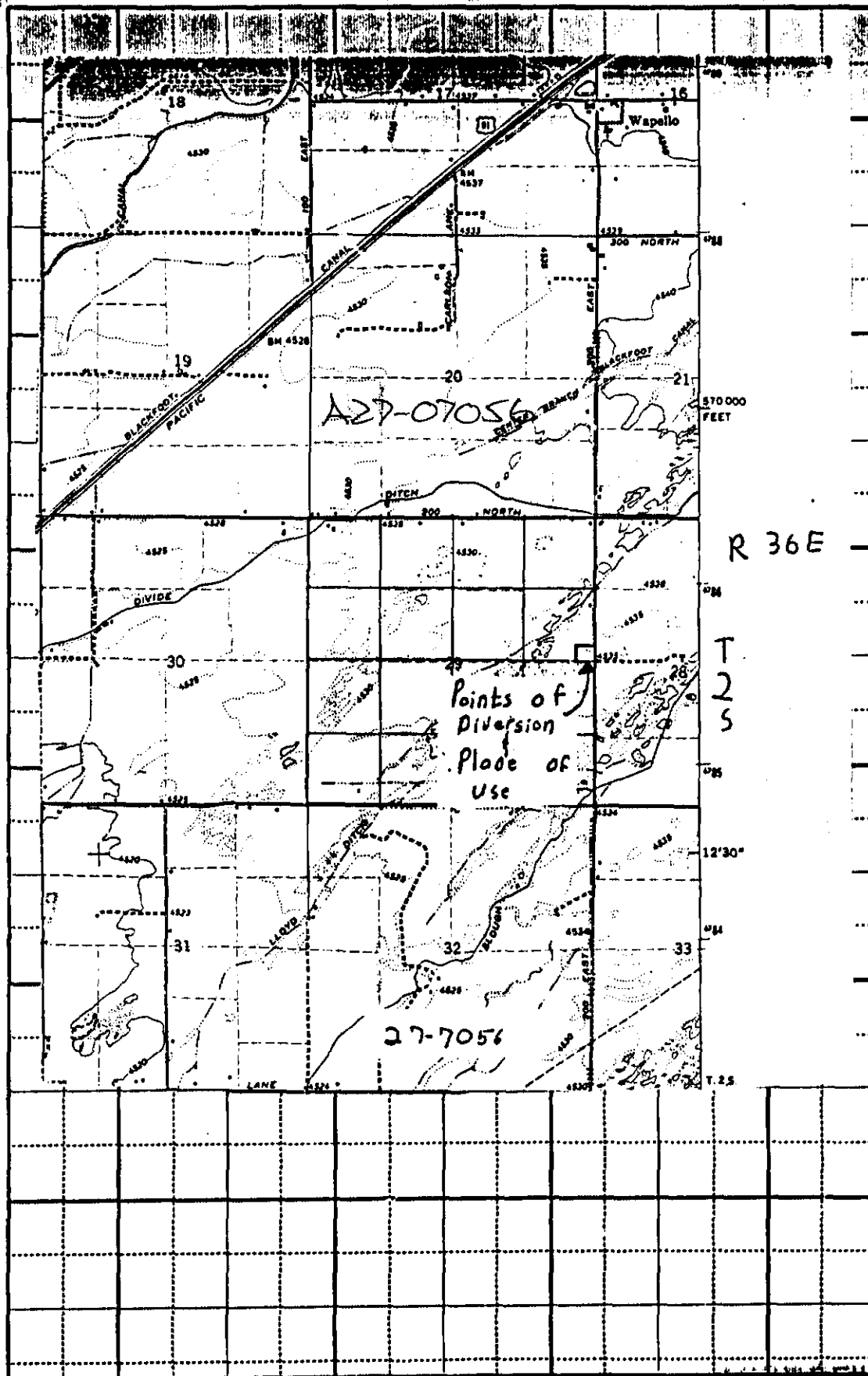
My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

NAME OF APPLICANT

Floyd Pope

Form No. 8



SCALE: 2 Inches Equal 1 Mile. Draw Plan in Ink.

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NOV 12 1992

AJ0749NP
No. A27-07056

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 06/07/99
PAGE: 1

=====

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LEOLA CARROL ROBERTS 152 N 200 E BLACKFOOT ID 83221 (208) 782-9676	12/05/1975	IRRIGATION DOMESTIC	04-01 11-01 01-01 12-31	0.12 CFS 0.04 CFS	21.00 AFA 1.20 AFA
TOTAL DIVERSION:					0.15 CFS	22.20 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T02S R36E S29 SESENE

BINGHAM County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
02S	36E	29	:				06	:												6.0
TOTAL ACRES																			6.0	

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
02S	36E	29	:				D	:												

POU County: BINGHAM

Non-Irrigation Uses: D/ONE HOME.

Other Rights: N/A

Remarks: GEN 2 P/D IN SENE, S29, T2S, R36E.

ADDRESS CHANGE BY CLAIMANT LETTER.

CHANGE OF OWNERSHIP FILED 10 MAY 1999.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Log for claim 27-07056

Spatial Dynamics LTD

12/27/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s36e	29	SENE	6	2.8	
Totals:			6	2.8	

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LEOLA CARROL ROBERTS 152 N 200 E BLACKFOOT ID 83221 (208) 782-9676	12/05/1975	IRRIGATION DOMESTIC	04-01 11-01 01-01 12-31	0.120 CFS 0.040 CFS	21.00 AFA 1.20 AFA
TOTAL DIVERSION:					0.150 CFS	22.20 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T02S R36E S29

SESENE

BINGHAM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE							
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
02S	36E	29	:			06	:											:	6.0
TOTAL ACRES																		6.0	

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE							
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
02S	36E	29	:			D	:											:	

POU County: BINGHAM

Non-Irrigation Uses: D/ONE HOME.

Other Rights: N/A

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
27-10303 A27-10303

Remarks: GEN 2 P/D IN SENE, S29, T2S, R36E.

ADDRESS CHANGE BY CLAIMANT LETTER.

CHANGE OF OWNERSHIP FILED 10 MAY 1999.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

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

Audit: 04/10/89 MEYER 10/11/94 JTHOMPSON 03/29/95 POST-STD 10/29/96 SSHERMAN
06/07/99 ARUBERRY

State of Idaho
Department of Water Resources
WATER RIGHT LICENSE

License of Water Right No. Priority December 5, 1975 Amount 0.15 cfs

THIS IS TO CERTIFY, that Floyd G. Pope
of Blackfoot, Idaho, has complied with the terms and conditions of Permit
No. 27-7056 issued pursuant to Application for Permit dated December 5, 1975,
and has submitted proof to the Department of Water Resources on December 19, 1985,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.15 cfs of water from a groundwater source
tributary to , and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 1</u> to <u>November 1</u>	at <u>0.12</u> cfs and	<u>21.0</u> acre feet
<u>Domestic</u>	from <u>January 1</u> to <u>December 31</u>	at <u>0.04</u> cfs and	<u>1.2</u> acre feet
<u>(1 Unit)</u>	from <u> </u> to <u> </u>	at <u> </u> cfs and	<u> </u>

(both dates inclusive)

Subject, however, to the condition that no more than 0.15 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
22.2 acre feet per year, said waters to be diverted within the (2 points) SE1/4,
Section 29, Twp 2S, Rge 36E in the County of Bingham

Description and location of place of use:

Twp.	Range	Sec.	NE1/4				NW1/4				SW1/4				SE1/4				Total
			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	
2S	36E	29				6													6

UNRECORDED

Department of Water Resources

Total number of acres irrigated 6

CONDITIONS OF APPROVAL

- a. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.
- b. The right to the use of the water hereby confirmed is restricted and appurtenant to lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.
- c. Any water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water other than hydropower, within the State of Idaho initiated later in time than the priority of this license.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 26TH day of NOVEMBER, 19 86.

MICROFILMED

DEC 15 1986

Department of Water Resources

Norm C. Young

Acting for the Director

26

Identification No.

27 7158

Application No.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
 (TYPE OR PRINT IN INK)

1. Name of applicant Floyd G. Pope Phone: 785-1595
 post office address 234 Lansing St., Blackfoot, Idaho 83221
2. Source of water supply ground-water which is a tributary of _____
3. a. Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 29 Township 2S
 Range 36E B.M. Bingham County; additional points of diversion if any: _____

- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
 of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
 Amount 0.12 for irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
 Amount .04 for domestic purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
 Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
 a. 0.16 cubic feet per second and/or
 b. _____ acre feet per annum.
6. Proposed diverting works:
 a. Description of ditches, flumes, pumps, headgates, etc. 2 wells, pump, sprinkler and pressure system

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
 Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is 8" & 6" inches; proposed depth of well is 50 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
 b. Estimated construction cost is \$ 5,000.00.
8. Description of proposed uses:
 a. If water is not for irrigation:
 (1) Give the place of use of water: SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 29 Township 2S
 Range 36E B.M. _____
 (2) Amount of power to be generated: _____ hp under _____ feet of head.
 (3) List number of each kind of livestock to be watered: _____

 (4) Name of municipality to be served _____, or number of families to be supplied with domestic water one
 (5) If water is to be used for other purposes describe: _____

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

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2S	36E	29				6													6

Total number of acres to be irrigated 6

c. Describe any other water rights used for the same purposes as described above. None

9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks

A grid with handwritten text. The text 'R 36 E' is written in the upper-middle section. The text 'T 2 S' is written vertically on the left side. There is also a small, dark, rectangular mark in the middle of the grid.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Lloyd H. Pope
(Applicant)

~~reduced~~ Priority 12-05-1975

Received by me Date 12-05-75 Time 4:25 p.

Preliminary check by fy Fee \$10.00

Receipted by me Date 12-05-75 #15518

Publication prepared by me Date 12-10-75

Published in The Blackfoot Times

Publication dates Dec. 18 & Dec. 26, 1975

Publication approved OW Date 12-31-75

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by AW DD

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 27-7056, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 19 81.
- c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this 9 day of January, 19 76.


Director

RECOMMENDED AMOUNTS

3. Permit No.	Priority	Amount	App. Date	Date Proof Submitted	System Capacity
27-7056	12-5-1975		12-5-1975	12-19-1985	0.15 cfs

4. Permit Holder: Floyd G. Pope
 Address: 152 N. 200 East, Blackfoot, ID 83221

5. Source: g.w. tributary to ✓

6. Beneficial Use	Period of Use From To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
② Domestic (1 unit) ✓	1-1 ✓ 12-31 ✓	0.04 cfs ✓	1.2 AF ✓
① Irrigation ✓	4-1 ✓ 11-1 ✓	0.12 cfs ✓	21.0 AF ✓

Allowable Maximums: 0.15 cfs ✓ 22.2 afa ✓

7. Point(s) of Diversion: ✓

No.	Govt. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County
(2 points)		SE	NE		29	25	36E	Bingham

8. Place(s) of Use: Permit allows only 6 acres.

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
25	36E	29				X 6												X 6	

9. Recommended Conditions/Remarks:

10. Recommended Amendments

- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

11. Examiner's Signature for w. asraman Date 7-17-86
 Checked in Regional Office by Keith C. Wilson Date 6 Aug 1986
 Approved in State Office by Ray Walker Date 10-23-86

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT27-7056
Permit No.

1. Measurement Calculations

a) Field Measurement Calculations (Include theoretical capacities and system capacity)

$$\text{Theoretical: } Q = \frac{8.8 \text{ (HP)} (\text{EFF})}{2.31 (\text{psi}) + 1 \text{ ft}} = \frac{8.8 (1) (.75)}{2.31 (30) + 14} = 0.08 \text{ cfs } \checkmark (\#1)$$

$$\#1 \quad \frac{5 \text{ gal}}{12 \text{ sec}} \times \frac{60 \text{ sec}}{1 \text{ min}} \times \frac{1 \text{ cfs}}{448.8 \text{ gpm}} = 0.06 \checkmark \quad \frac{8.8 (3) (.80)}{2.31 (22) + 14} = 0.33 \text{ cfs } \checkmark (\#2)$$

$$0.41 \text{ cfs } \checkmark \text{ theoretical}$$

$$\#2 \quad \begin{array}{l} 5 \text{ gpm} \times 3 \text{ birds} + 5 \text{ gpm} + 8.7 \text{ gpm} + 4.5 \text{ gpm} + 4.5 \text{ gpm} + 3.8 \text{ gpm} \\ \text{bird} \quad (Q = A \cdot V_{24h}) \quad (Q = A \cdot V_{24h}) \quad (Q = A \cdot V_{24h}) \quad (Q = A \cdot V_{24h}) \quad (Q = A \cdot V_{24h}) \\ \hline = 41.5 \checkmark \end{array}$$

$$41.5 \text{ gpm} \times \frac{1 \text{ cfs}}{448.8 \text{ gpm}} = 0.09 \text{ cfs } \checkmark \quad \text{Total} = Q \quad 0.06 + 0.09 = 0.15 \text{ cfs } \checkmark$$

Permit = 0.12 cfs irrigation & 0.04 cfs domestic

6 ac $\times$ 0.02 $\frac{\text{cfs}}{\text{ac}}$ = 0.12 cfs, Recommend 0.12 cfs irrigation and
0.04 cfs domestic not to exceed capacity of 0.15 cfs.

b) Volume Calculations for Irrigation:

$$V_{in} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 6 \times 3.5 = 21.0 \checkmark$$

$$V_{dn} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 0.12 \times 214 \times 1.9835 = 50.9 \checkmark$$

$$V = \text{Smaller of } V_{in} \text{ and } V_{dn} = 21.0 \checkmark$$

c) Volume Calculations for Other Uses:

$V_{dom} = 0.6 \text{ ac} \times (\text{one unit})$
Allow 1.2 ac since lawn is included
in irrigation use on exam, but
we can only license 6 out of 7 acres
due to permit restraints.

2. Overlap Review

- a) Other water rights with same place of use: None
- b) Other water rights with same point of diversion: None
- c) Analysis:

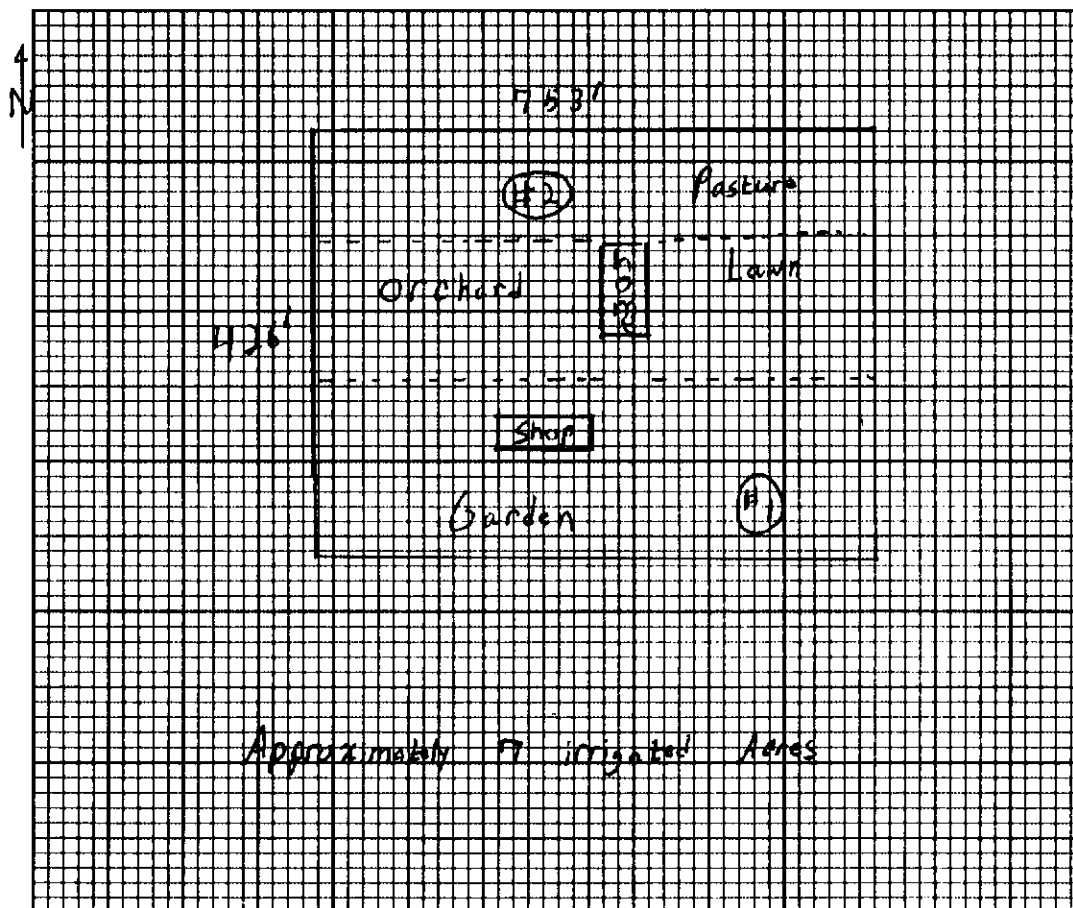
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DEC 15 1986

Department of Water Resources

9.	Irrigation - give acres served by system at time of exam. Place(s) of Use: _____ Indicate Method of Determination _____																		
Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2S	36E	29				1/4												7	
																		Total Acres	7

10. Other water rights on these lands None
11. Other water right diverted from same p.d. None
12. **Diversion and Delivery System Diagram:** Indicate all major components and distances between components. Indicate ditch size/pipe i.d. as applicable. Indicate on systems with measurement port the distance between the port and the nearest component/pipe bend/restriction both upstream and downstream, and the inside pipe diameter at the measurement port. On multiple diversion systems indicate how diversion systems are connected.



13. ☐ Photo of Diversion & System Attached

☐ Aerial Photo of Place of Use Attached or Map of Irrigated Acreage Attached

14. Remarks 14' Lift.

Trailer has a permanent additional room built on to it

15. Recommended Amendments

☐ Change P.D. as reflected above

☐ Add P.D. as reflected above

☒ None

☐ Change P.U. as reflected above

☐ Add P.U. as reflected above

☐ Other

16. Examiner's/Consultant's Signature [Signature]

W. Aramian

Date 8-5-86

Consultant's License Number _____

IDWR Director's Authorization to Conduct

Beneficial Use Examination _____

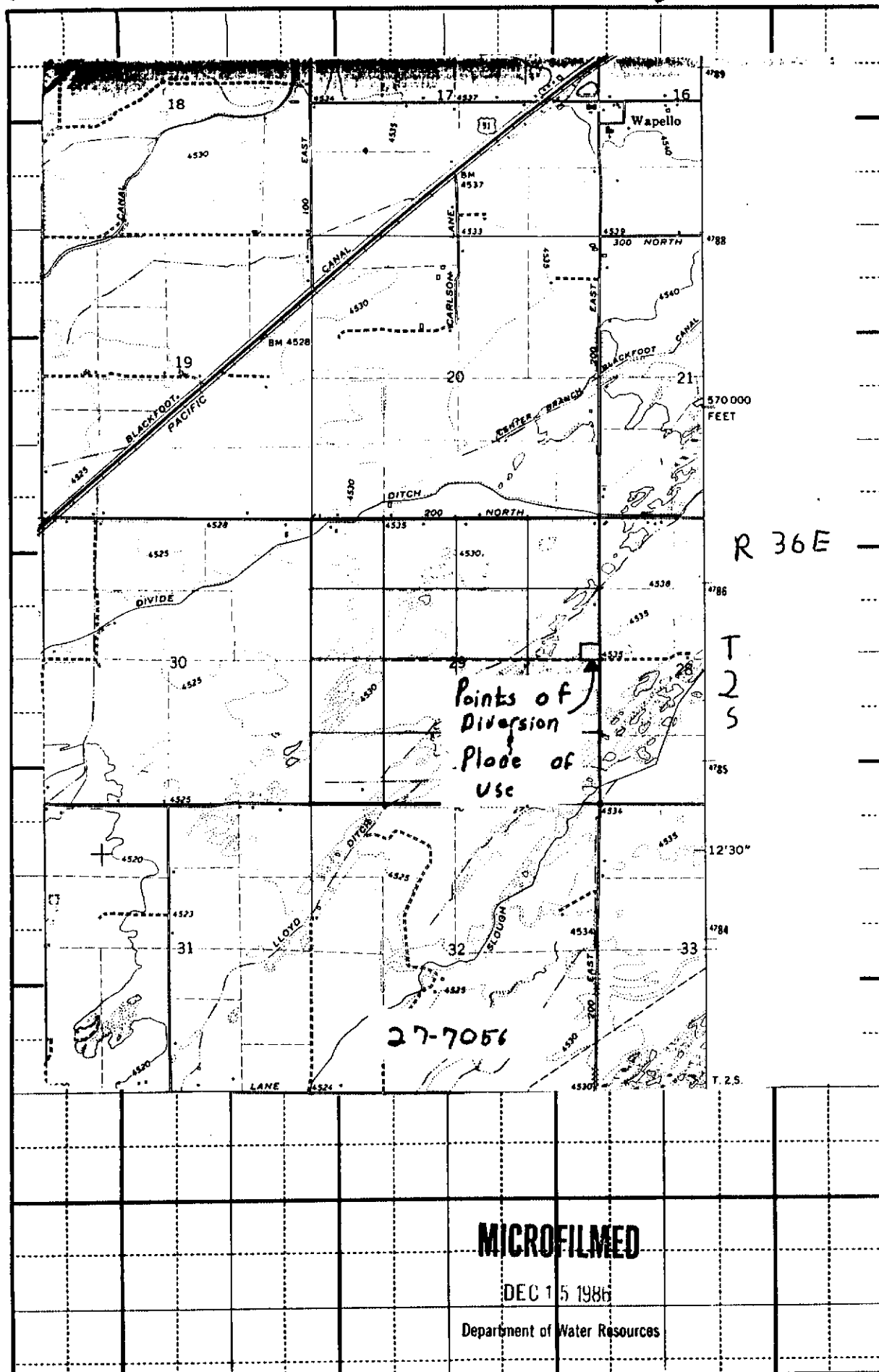
Date

CONSULTANT SEAL

MICROFILMED

DEC 1

Department of Water Resources



SCALE: 2 inches Equal 1 Mile. Draw Plan in Ink.



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

June 10, 1999

LEOLA CARROL ROBERTS
152 N 200 E
BLACKFOOT ID 83221

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A27-07056

Dear Mrs. Roberts:

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
Jennifer Hoagland
Technical Records Specialist

Enclosure

DELOG AR/5-17-99

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

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

RECEIVED

MAY 11 1999

Department of Water Resources
Eastern Region

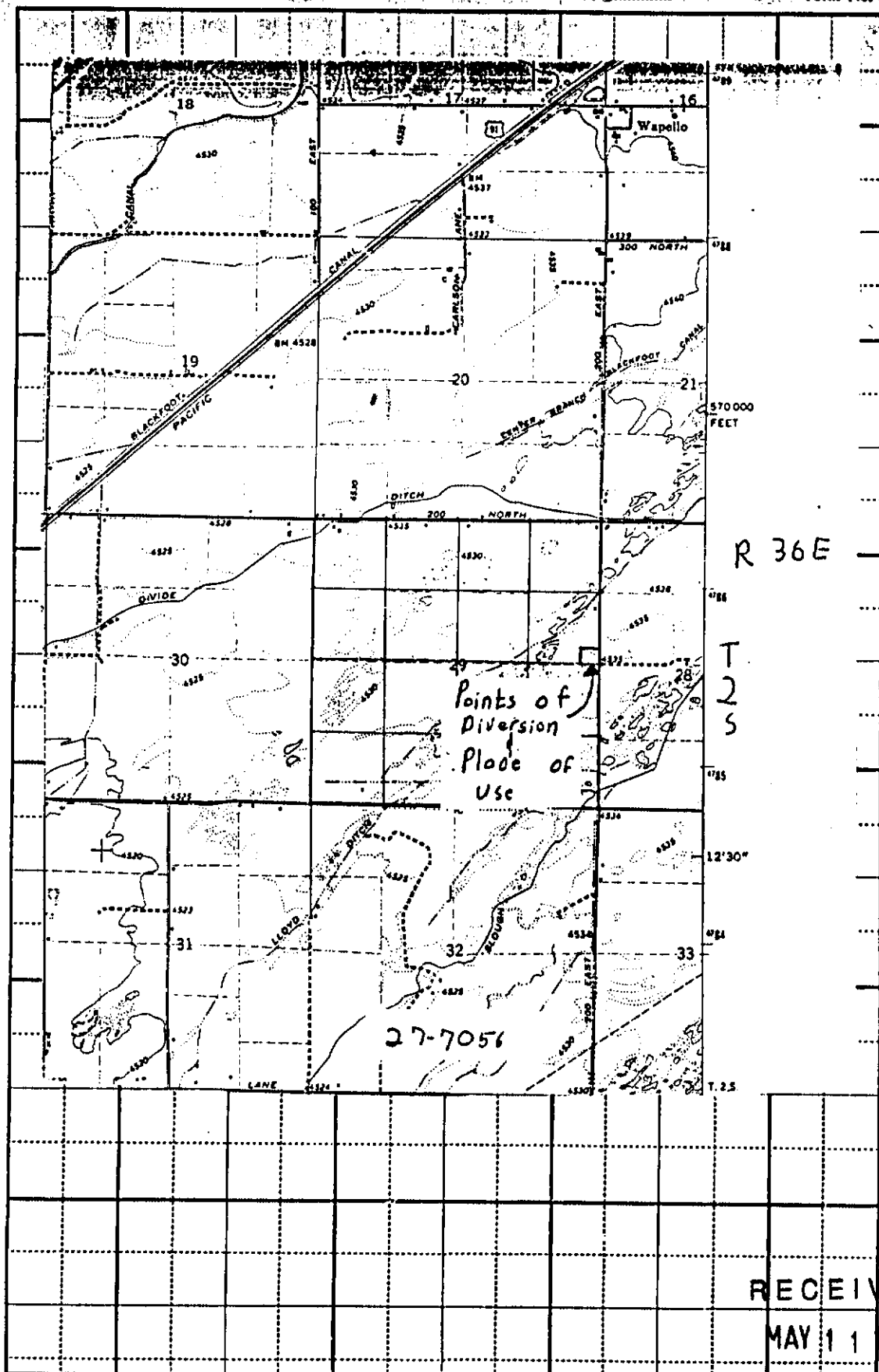
1. Water Right Number(s) A 27-07056
Adjudication Claim Number(s) _____
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Floyd and Betty Pope (Betty Pope McCrary)
1261 South University Blackfoot Id. 83221
4. New Owner/Claimant(s) Leola Carol Roberts
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 152 N 200 E
City, State and ZIP Code Blackfoot Id. 83221
New Telephone Number (208) 782-9676
5. Date you acquired the property 12/19/98
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 actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
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/Claimant(s) Leola Carol Roberts Date 5/10/98

Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

NAME OF APPLICANT

Floyd Pope

Form No. 0



R 36E

T
2
S

RECEIVED

MAY 11 1999

SCALE: 2 inches Equal 1 Mile. Draw Plan in Ink.

Department of Water Resources
Eastern Region

5. 99

Sharon Baun is my daughter. Because of a pending divorce she bought this property for me. Then transferred it back to me with the warranty deed in December 1998

Sincerely
Leola Carroll Roberts

RECEIVED
MAY 11 1999
Department of Water Resources
Eastern Region

472710

980835a.doc

WARRANTY DEED

FOR VALUE RECEIVED Sharon Baun of 4508 Parrie Drive, Helena, Montana 59601, the Grantor, does hereby grant, bargain, sell, and convey unto Leola Carol Roberts the Grantee, whose current address is 152 North 200 East, Blackfoot, Idaho 83221, the following described premises, to-wit:

EXHIBIT "A"

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 she is the owner in fee simple of said premises; that said premises are free from all encumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

DATED and signed this 19TH day of December, 1998.


SHARON BAUN, Grantor

STATE OF IDAHO)
) ss.
County of Bingham)

On this 19TH day of December, 1998, before me, the undersigned, a notary public in and for said state, personally appeared Sharon Baun, known to me to be the person whose name she subscribed to the within instrument, and acknowledged to me that she executed the same.

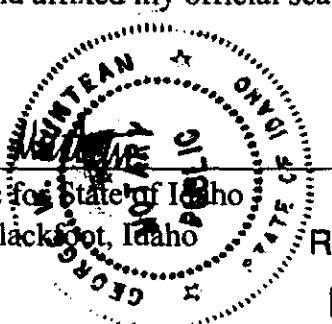
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My cmn exprs:

WARRANTY DEED

1


Notary Public for State of Idaho
Residing at Blackfoot, Idaho



RECEIVED
MAY 11 1999

Department of Water Resources
Eastern Region

BRIGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 1.00 DEP 0.00
98 DEC 28 PM 2:57
RECORDED AT THE REQUEST OF
Sharon Baun
To Book 1047
Blackfoot ID 83221

EXHIBIT "A"

Part of the East 1/2 of Section 29, Township 2 South, Range 36 East of the Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is South 2254.92 feet from the NE corner of said Section 29 and running thence South 384.47 feet; thence West parallel to a fence line 679.79 feet; thence North 384.47 feet; thence East 679.79 feet to the point of beginning. Less a 25-foot county road right of way on the East. Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

In addition beginning at a point that is South 2240.45 feet from the Northeast corner of said Section 29 and running thence West 679.79 feet; thence South 14.47 feet; thence East 679.79 feet; thence North 14.47 feet to the point of beginning; less a 25 foot county road right of way on the East.

LESS Beginning at a point that is South 2639.39 feet from the Northeast corner of said Section 29 and running thence West parallel to a fence line 679.79 feet; thence North 14.47 feet; thence East 679.79 feet; thence South 14.47 feet to the point of beginning; less a 25 foot county road right of way on the East.

472710

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MAY 11 1999

Department of Water Resources
Eastern Region

469994

DEED OF TRUST

COPY

THIS DEED OF TRUST, Made this 10th day of September, 1998,
BETWEEN SHARON BAUN

herein called GRANTOR,
whose address is 4508 Prairie Drive, Helena, Montana 59601
First American Title, herein called TRUSTEE, and BETTY MCCRARY, (aka BETTY POPE)
1261 South University, Blackfoot, ID 83221

herein called BENEFICIARY,
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in the County of Bingham, State of Idaho, described as
follows, and containing not more than twenty acres:

Part of the E½ Sec. 29, Twp. 2 So., Rge. 36 EBM described as: Beginning
at a point that is S. 2254.92 feet from the NE corner of said Sec. 29
and running thence S. 384.47 feet; thence West parallel to a fence line
679.79 feet; thence North 384.47 feet; thence E. 679.79 feet to the
point of beginning. Less a 25 foot county road right of way on the
East.

Part of the NE¼ of Section 29 in Twp. 2 So. Rge. 36 EBM, Bingham County,
Idaho described as: Beginning at a point that is South 2240.45 feet from
the Northeast corner of said Sec. 29 and running thence West 679.79
feet; thence South 14.47 feet; thence East 679.79 feet; thence North
14.47 feet to the point of beginning; less a 25 foot road right-of-way
on the East. EXCEPTING THEREFROM: Beginning at a point that is S.
2639.39 feet from the NE corner of said Section 29; and running thence
west parallel to a fence line 679.79 feet; thence N. 14.47 feet; thence
E. 679.79 feet; thence S. 14.47 feet to the point of beginning.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
Sixty Thousand and No/100----- Dollars, (\$60,000.00),
final payment due September 1, 2004

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances
or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances
or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it
shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-
gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific covenants herein not ex-
cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-
mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure
or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and
to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which
Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,
with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to
the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each
month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust
for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default
under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date
of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and
without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may, make or do the same in such manner and to such
extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;
appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,
contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any
such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned
and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above pro-
vided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to require prompt payment when due
of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this
Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee
may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any
extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee
for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in
any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such
reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these
Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any in-
debtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and
payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court,
and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part
thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs
and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary
may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as
aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby
shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to ex-
ecute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof and shall
cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

MAY 11 1999

Department of Water Resources
Eastern Region

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

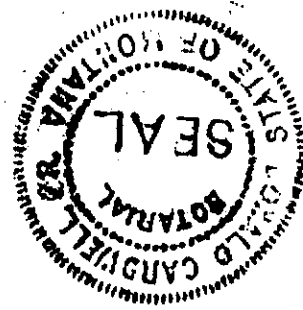
Sharon R. Baun
SHARON BAUN

STATE OF IDAHO, COUNTY OF Bingham
On this 25 day of September, 19 98
before me, a Notary Public in and for said State, personally appeared

SHARON BAUN

Known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
she executed the same.

Donald Cardwell
Notary Public,
Residing at Tommydon, MT., Idaho.
Commission Expires 6-25-02



469994

DEED OF TRUST WITH POWER OF SALE	GRANTOR	TRUSTEE	BENEFICIARY	Dated <u>19</u>	RECORDED AT THE REQUEST OF <u>Mrs. Cannon</u> <u>to E. Judicial</u> <u>BUCH</u>	FEE <u>1.00</u> SEP <u>02</u>	98 OCT -5 PM 4:39	RECORDING DEPARTMENT BOONVILLE, IDAHO

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

....., Idaho, 19,
, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to:

RECEIVED

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED MAY 15 1999

Department of Water Resources
Eastern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED
OCT 28 1996
Department of Water Resources

PHILIP E. BATT
GOVERNOR

October 23, 1996

KARL J. DREHER
DIRECTOR

BETTY P POPE
1261 S UNIVERSITY
BLACKFOOT ID 83221

Re: Snake River Basin Adjudication (SRBA)
Notice of Claim No. A27-07056
Change of Address

Dear Claimant,

*A' record modified. & 'R' record.
As 10-27-96*

IDWR has been notified the address presently in our claim records is incorrect. Although we have reached you at the address above, we need you to confirm this is your correct mailing address. Future notices related to your SRBA claim(s) can be sent only to the address on your claim or as otherwise changed by you. The staff of this agency must avoid relying upon the word of others about your mailing address.

If the address above is correct, please sign your name at the bottom of this letter, and return it to this office. Otherwise, please make the proper corrections, sign, and return this letter. Thank you for your help. We hope to assure that you receive future notices about SRBA matters.

If the ownership of the property to which the water right referenced above apply has changed, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

Adjudication Bureau Staff

SO:ss:region

#####

The address is correct as shown above or as otherwise changed.

Betty P. Pope McCrory
Claimant Signature

OCT 21 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

October 10, 1996

KARL J. DREHER
DIRECTORNEW PROPERTY OWNER
152 N 200 E
BLACKFOOT ID 83221*Blackfoot P.O. said Pope moved to
1261 S. University
BKF. Trailer's been vacant since
4-7-95.*RE: Snake River Basin Adjudication (SRBA) *sent ltr to Pope*
Notice of Claim No. #A27-07056 *e University address*

Dear New Property Owner:

A legal notice mailed recently by IDWR was returned to us by the Post Office. The notice was mailed to an apparent former owner at your address who has or had this property or others in the area.

Before we can modify our records to reflect your new ownership of the property and water rights referenced above, we need Form 42-248/42-1409(6) completed and returned. We have enclosed this form for your use.

Please contact this office at 208/327-7862 or call us toll-free at 800/451-4129 if you have any questions.

Sincerely,

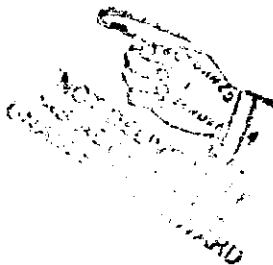
Idaho Department of Water Resources
Adjudication Bureau

SO:ss:region

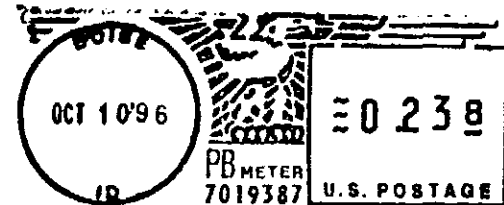
Enclosure:

Form 42-248/42-1409(6)
How You Will Receive Notice ...
Docket Sheet Order Form

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83706-2237



REPORTING
FIRST CLASS



DK
UNK

NEW PROPERTY OWNER
152 N 200 E
BLACKFOOT ID 83221

RECEIVED
OCT 21 1996
Department of Water Resources

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim No. #A27-07056

AUTO 83221

