

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: A29-04293
Date Received: 8/01/1990
Receipt No: E015069
Received By: ENC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIARD A. ROWE, JR. 208-226-7271
Address: 2814 S. POCA TELLO AVE.
AMERICAN FALLS, ID 83211

AND/OR

Name: ORA L. ROWE 208-226-7271
Address: 2814 S. POCA TELLO AVE.
AMERICAN FALLS, ID 83211

2. Date of Priority: JAN 01, 1940

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	31E	28	NW	NE	NE		POWER

5. Description of diverting works:
WELL, PUMP, TANK & MAINLINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.030		
DOMESTIC	01/01	12/31	0.040		
COMMERCIAL	01/01	12/31	0.060		

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

8. Total consumptive use is 2.5 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC FOR SINGLE RESIDENCE, COMMERCIAL FOR 10 UNIT MOTEL

A2904293



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	31E	28	NW	NE		IRR	1.0
			NW	NE		DOMEST	
			NW	NE		COMMER	

Section Acres 1.0

Total Acres 1.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
NONE

14. Remarks:
THERE ARE SEVERAL USERS ON THIS WELL, HOWEVER, THIS NOTICE
DESCRIBES JUST OUR USE OF WATER.

15. Basis of Claim: STATUTORY CLAIM

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): x Ora L. Rowe Date: 8-1-90

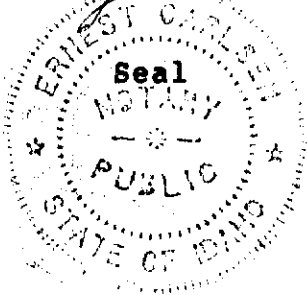
Date: _____

State of Idaho)
County of Barrenville) SS.

Subscribed and sworn (or affirmed) before me this 1 day

of Aug 19 90.

Ernest Carlson
Notary Public



Residing at Alto Falls, ID

My Commission Expires 6-14-1994

Log for claim A29-04293

Spatial Dynamics AMH

6/8/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s31e	28	NWNE	1	1.2	Permissible place of use?
Totals:			1	1.2	

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/23/00
PAGE: 36

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WILLIARD A ROWE JR	01/01/1940	IRRIGATION	03-15 11-15	0.030 CFS	
C	ORA L ROWE		COMMERCIAL	01-01 12-31	0.060 CFS	
	2814 S POCATELLO AVE		DOMESTIC	01-01 12-31	0.040 CFS	
	AMERICAN FALLS ID 83211					
	(208) 226-7271					
TOTAL DIVERSION:					0.100 CFS	
CONSUMPTIVE USE:						2.50 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T07S R31E S28 NWNENE

POWER 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
07S	31E	28	:			01														:	1.0
																			TOTAL ACRES	1.0	

Place of use Legal Description for: COMMERCIAL

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
07S	31E	28	:			C														:	

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	:	
07S	31E	28	:			D														:	

POU County: POWER

Non-Irrigation Uses: DOMESTIC FOR SINGLE RESIDENCE, COMMERCIAL FOR 10 UNIT MOTEL

Other Rights: NONE

Other Water Rights Listing Overlapping Place(s) of Use:

A01-00013 A01-02061A A01-02064E A01-02068E A29-02310 A29-02568 A29-11337

Remarks: GEN THERE ARE SEVERAL USERS ON THIS WELL, HOWEVER, THIS NOTICE
DESCRIBES JUST OUR USE OF WATER.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

AJ5809NP
No. A29-04293

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

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PAGE: 37

=====

Audit: 08/03/90 CARLSEN 07/20/94 THOMPSON 03/29/95 POST-STD

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES



CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Willard A. Rowe, Jr.

(Name of Claimant)

East Hiway 30 North, Clifton Motel, American Falls, ID 83211 Telephone No. 226-7271

(Mailing Address)

(Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) 1-1-1960

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

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

groundwater tributary to

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

	(cfs, gpm)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
			(Mo., Day)	(Mo., Day)
Quantity	<u>0.20 cfs</u>	Use <u>domestic</u>	Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity	<u>0.02 cfs</u>	Use <u>irrigation</u>	Period of Use From <u>3/15</u>	To <u>11/15</u>
Quantity	<u>0.31 cfs</u>	Use <u>fire protection</u>	Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
(4)	<u>0.31</u>	TOTAL QUANTITY USED.		

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

NE 1/4 NE 1/4, Sec. 28 Twp. 7S Rge. 31E B.M., County of Power

Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. well pump to storage tank with gravity feed mainline to dwellings

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

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			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	
7S	31E	28		1															1

No. of acres 1

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

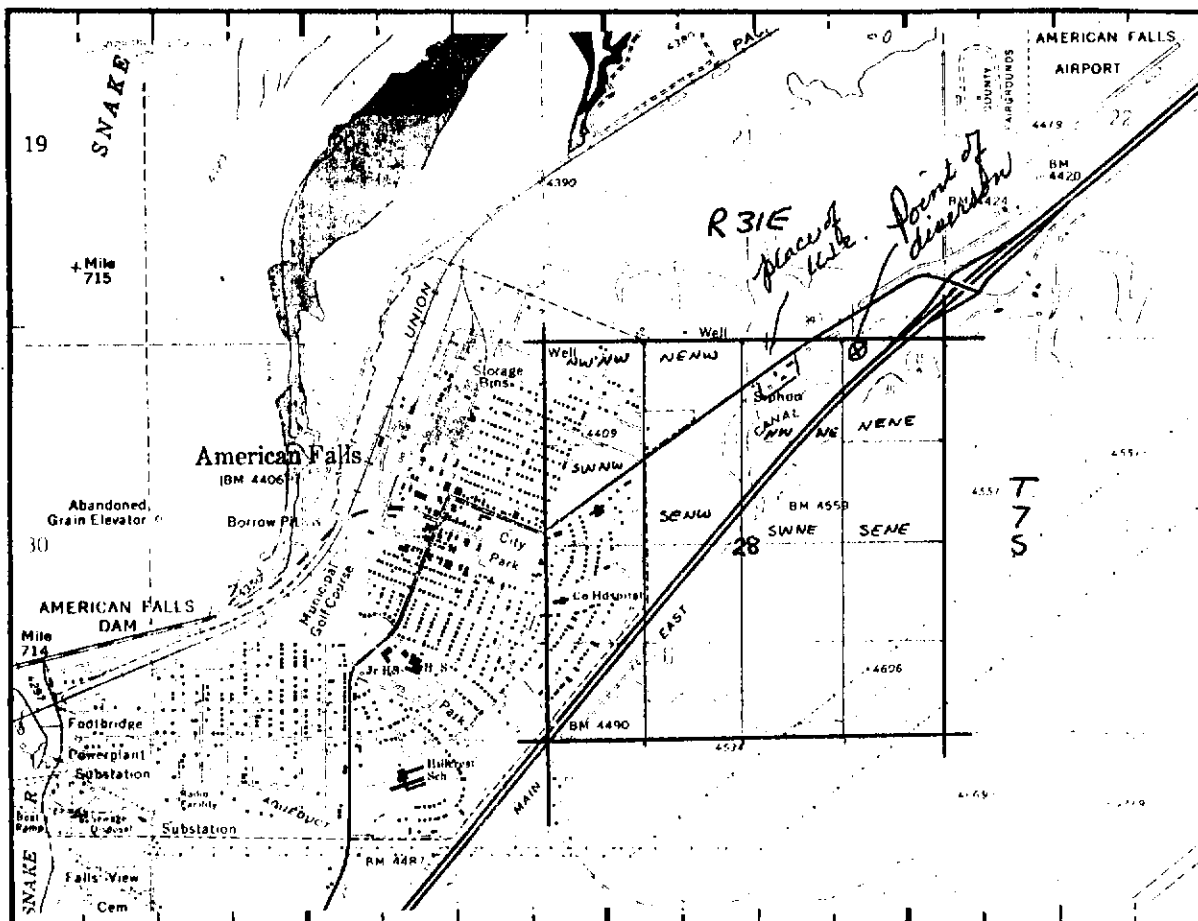
Domestic use for two trailers, machine shop, bar, hair salon, 11 unit motel, house, utility shop

NOTE: Include here the type and number of stock watered:

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

MICROFILMED

(8) Remarks _____



Scale: 3 inches equal 1 mile.

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

State of Idaho)

County of Lamar) ss.

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

Richard A. Rouse Jr.

(Claimant)

Sworn to before me this 17th day of February, 1983.

NOTARY PUBLIC
Serving in AM. FALLS, IDAHO
FOR LIFE

Notary Public
Residing at Am Falls

My commission expires _____

FOR DEPARTMENT USE ONLY

Received by BP Date 2-18-83 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by Kew Date 2-22-83 claimant by: _____
\$30.00 fee received by BP Date 2-22-83
Published in Power County Press Feb 24
Dates 3-10 - 3-17-83

February 8, 1995

Cecil Weisenburger
525 Taylor Street
American Falls, Idaho 83211

Idaho Department of Water Resources
Dave Carlson
900 N. Skyline Dr.
Idaho Falls, Idaho 83402-1718

RECEIVED

FEB 13 1995

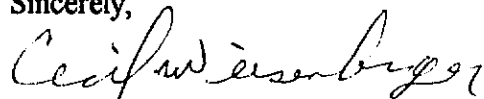
Department of Water Resources
Eastern District Office

Mr. Dave Carlson,

In regards to the water rights for the Clifton Motel and Willard Rowe: My father built the Clifton Motel in, approximately, 1946. At this time it was called the U-Stop Motel. At the time of building this motel he also drilled the well to furnish water for said motel. Within about 5 years he added the cafe, bar and house which was also furnished water from the same well.

It is, today, the same well supplying water to the Clifton Motel.

Sincerely,



Cecil Weisenburger

On this date, before me, a Notary Public, personally appeared Cecil Weisenburger, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledge that he executed same.

DATE OF ACKNOWLEDGEMENT 9 day of February, 1995



Notary Public

My Commission Expires 2-23-2000

Notary residence of Ponder County, State of Idaho

MICROFILMED

NOV 13 1996

COPY

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME TO FILE ADJUDICATION CLAIM(S)
FOR YOUR FILES
DO NOT RETURN

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Name of Claimant Willard A Rene Jr. () 226-7271
Phone Number
Mailing Address 2814 South Pocuttello Ave American Falls Idaho 83211
City State Zip
Power County 4-5-90
County(s) where place of use is located Date claim originally due
Identify water right(s) for which extension is requested Clifton Mitchell

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

The request was sent back to us two times
1st insufficient money & information
2nd time no late filing fee money

Claimant requests an extension to Whenever you accept 19 90
the request
Signature Willard A Rene Date of request 19 90
Title Co-Owner

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby ☒ granted ☐ denied for the following reasons:

Notice was not mailed to this address

and if granted the filing deadline is extended to August 6 19 90
Signed this 21 day of July 19 90

Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

MICROFILMED

NOV 13 1992

REVENUE STAMPS
FEB 13 1995
Department of Water Resources
Eastern District Office

WARRANTY DEED

POOR CRI.

For Value Received (\$4,000.00) James H. Clifton and Josephine Clifton, husband and wife for over ten years last past,

A 29-04293

the grantor s, do hereby grant, bargain, sell and convey unto

Willard M. Rowe, Jr., and Ora Rowe, husband wife,

the grantee s, the following described premises, in Power County Idaho, to wit:
Commencing at USGS triangulation station, a brass cap in cement base marked
A7 Airport 1880, located by existing wind cone at said Airport; thence S
54° 12' 40" W. 4118.4 ft. more or less, to the ximouth mark for said station,
also a brass cap marked the same in top of cement base 1.0 dia. by 1.5
in. for 5' sign post, which is 30.1 ft. northwesterly from front of
Sage-crash Cafe building and 44.1 ft. from new centerline of 20.0 foot access
road and is east 54.0 ft. thence southerly 283.0 ft. more or less, from the
north 1/4 corner of section 28, Tp 7 S, R 31 E; thence S 58° 15' W 62.6
ft. to a point on the new southeasterly right of way line of said access
road marked with a 3/4" by 1" iron stake driven flush, place of beginning:
Thence S 3° 25' 13" E 200.0 ft. to an iron stake
Thence S 6° 55' 11" E 250.2 ft. to an iron stake
Thence S 3° 25' 13" W 100.0 ft. to right of way line of road,
Thence S 54° 12' 40" E along latter 100.0 ft. to place of beginning.
All in 1/4 of said Section 28, containing 1.12 acres, more or less:
AND

a right-of-way twenty feet wide, the center line of which is the water pipe
leading from above described property to the well and pump now in operation,
supplying water to motel located on above described property; and a right-
of-way of ten feet on all sides of the control and pressure house located
on said water pipe line; and a right-of-way in a circle with a radius of
thirty feet, the center of said circle being ten feet south of said well;
said right-of-way being for the purpose of ingress and egress of men and
equipment for purpose of keeping said pump, well, pipe-line, control and
pressure house, and water system in a good state of repair and in proper
working order.

(Subject to duty to furnish water to Sage-crash Cafe and the residence, on adjoining
properties, without charge to the recent orders, as provided in real estate agreement
recorded in Book 41, Page 45 of records over County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantee s, that they are the owners in fee simple of said premises; that they are free
from all incumbrances, except duty to furnish water as above mentioned.

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

Dated:

August 1st, 1990.

James H. Clifton
Josephine Clifton

STATE OF IDAHO, COUNTY OF Power
On this 1st day of August, 1990,
before me, a notary public in and for said State, personally
appeared James H. Clifton and Josephine
Clifton, husband and wife for over ten
years last past,

known to me to be the persons whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Notary Public
Residing at American Fork, Idaho
Comm. Expires August 1, 1996

STATE OF IDAHO, COUNTY OF Power
I hereby certify that this instrument was filed for record at
the request of American Land Title Co.
at 30 minutes past 11 o'clock A.M.,
this 6th day of Feb.
1994, in my office, and duly recorded in Book 55, Page
of Deeds at page # 112963 Sub # 3

Ex-Officio Recorder

By:
Fees \$ 1.00
Mail to:

MICROFILM
Deputy.

NOV 13 1990

INSTRUMENT NO 102963

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

L. M. AIKIN
CLARA ALBERTA AIKIN
HARRY S. SHIMADA
FUMIKO R. SHIMADA

RECEIVED

FEB 13 1995

STATE OF IDAHO)
COUNTY OF Bannock) ss.

Department of Water Resources
Eastern District Office

On the 11th day of May, in the year 1964, before me, a Notary Public in and for said State personally appeared Harry S. Shimada and Fumiko R. Shimada, Husband and Wife, and Lee M. Aikin and Clara Alberta Aikin, Husband and Wife, known to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Name not legible
Notary Public in and for Idaho
Residence: Pocatello, Idaho

No Seal Affixed.

Recorded at the request of Lee M. Aikin at 3:35 o'clock P.M. this 9th day of Nov., 1964 in Book 41 of Agreements at page 454. Fee \$2.40

Lois McClain, Recorder

Instrument No. 86983

A 29-04293

REAL ESTATE AGREEMENT

THIS AGREEMENT, Made and entered into this 18th day of May, 1961, Between Willaim Weisenburger and Carrie Weisenburger, husband and wife at all times for over forty years last past, of American Falls, Power County, Idaho, herein called "first parties" and James W. Clifton of American Falls, Power County, Idaho, herein called "second party"

WITNESSETH, That first parties, in consideration of the covenants and agreements on the part of second party, hereinafter contained, agree to sell and convey unto second party, and the second party agrees to buy all that certain lot, piece, or parcel of land, situate, lying and being in Power County, Idaho, and bounded and particularly described as follows, to-wit:

Commencing at USGS Triangulation station, a brass cap in cement base marked AF Airport 1950, located by existing wind cone at said Airport; thence S 54° 22' 40" W. 4118.4 ft. more or less, to the azimuth mark for said station also a brass cap marked the same in top of cement base 1.6 dia. by 1.5 high, for 5 1/2" sign post, which is 30.1 ft northwesterly from front of Sage Brush Cafe Building and 44.1 ft from new centerline of 80.0 foot access road and is east 564.0 ft thence southerly 283.0 ft more or less, from the north 1/4 corner of section 28, Tp 7 S, R 31 EBM; thence S 58° 15' W 62.6 ft to a point on the new southeasterly right of way line of said access road marked with a 3/4" by 2' iron stake driven flush, place of beginning: Thence S 35° 25' 30" E 200 ft to an iron stake Thence S 56° 52' W 250.2 ft to an iron stake Thence N 35° 25' 30" W 190.0 ft to right of way line of road Thence N 54° 34' 30" E along latter 250.0 ft to place of beginning. All in NW 1/4 of NE 1/4 of said Section 28, containing 1.12 acres, more or less: AND

A right-of-way twenty feet wide, the center line of which is the water pipe leading from above described property to the well and pump now in operation, supplying water to motel located on above described property; and a right-of-way of ten feet on all sides of the control and pressure house located on said water pipe line; and a right-of-way in a circle with a radius of thirty feet, the center of said circle being ten feet south of said well; said right-of-way being for the purpose of ingress and egress of men and equipment for purpose of keeping said pump, well, pipe-line, control and pressure house, and water system in a good state of repair and in proper working order:

for the sum of Thirty-seven Thousand, Five Hundred and no/100 DOLLARS, lawful money of the United States of America, and said second party, in consideration of the premises, agrees to pay to said first parties the said sum of Thirty-seven Thousand, Five Hundred and no/100 DOLLARS, as follows, to-wit:

Nine Thousand and no/100 DOLLARS, cash in hand, receipt of which is hereby acknowledged by first parties:

The remainder of Twenty-eight Thousand, Five Hundred and no/100 DOLLARS, together with interest thereon at the rate of five and one-half per cent. per annum from May 20th, 1961, until paid, shall be paid as follows, to-wit: Two Hundred Fifty-five and no/100 DOLLARS June 20th, 1961: and a like sum of Two Hundred Fifty-five and no/100 DOLLARS on the 20th day of each and every month thereafter, until paid in full: payments to be credited first on accrued interest and the remainder on principal.

Department of Water Resources
Eastern District Office

In addition to the required payments hereinbefore specified, second party may, on the 26th of November in any year, pay one Hundred Dollars or any multiple thereof, and the interest on any such sums so paid, shall cease at the time such payments are made.

Second party shall have the use of the complete water system, but shall keep it in repair, and pay for the electricity and costs of operation, and shall keep it in a good state of repair and in proper working order at his own expense.

Second party shall furnish water to Sage brush Cafe and the residence, on adjoining properties, without charge to the present owners; but shall not be liable for any damage to either of them caused by temporary lack of water, while repairs are being made on said water system. If the said Sage Brush Inn or said residence, or either of them, is sold by the present owner, second party shall not be bound by this agreement to furnish water for them after such sale; but shall be free to negotiate another water agreement with the new owners.

It is agreed that the buildings on said premises shall be kept fully insured against loss by fire, for a sum not less than the unpaid balance on this agreement, with loss payable to first parties as present owners, and to second party as purchaser under contract; premiums on said policies to be paid by second party on and after May 20th, 1961.

First parties shall pay all taxes assessed against said property for the year 1960 and all prior years, and pro rata of the taxes for the year 1961, up to May 20th, 1961: and second party shall pay the pro rata share of the taxes on said property for the year 1961 after May 20th, 1961: and shall pay all taxes and assessments for subsequent years.

Second party shall not commit waste nor suffer waste to be committed on said premises, and shall keep said property and the improvements thereon in as good a state of repair as they now are, reasonable wear and tear and damage by the elements alone excepted.

Second party shall be entitled to possession of the said property on May 20th, 1961.

In the event of a failure to comply with the terms hereof, by second party, the said first parties shall be released from obligation in law or equity to convey said property, and said second party shall forfeit all right thereto, and all payments made on said property.

It is also agreed that if because of default, or defaults, on the part of second party, it becomes necessary for first parties to employ an attorney to enforce the terms of this agreement, either with or without suit, the second party will pay to first parties a reasonable sum as an attorney's fee.

First parties shall make and execute a good and sufficient warranty deed conveying said property to second party; and second party shall execute a quit claim deed conveying said property to first parties and expressly cancelling this agreement; and said deeds together with a triplicate of this agreement shall be placed in escrow with the Idaho Bank and Trust Company, Pocatello, Idaho: and as soon as it can be obtained, but not later than sixty days from this date, first parties shall furnish title insurance policy, showing said property free from incumbrances, except the incumbrances hereinbefore mentioned, and such incumbrances as may be created by second party, or through his assigns or heirs, and shall place such title policy in escrow with the other escrow papers in said bank.

Time is the essence of this agreement and in case the second party should fail, refuse or neglect to pay said first parties the money as is agreed herein to be paid, or to pay taxes, assessments or insurance on the dates same shall become due, and for a period of thirty days thereafter, or should commit waste or suffer waste to be committed on said premises, or should fail to fulfill any of the covenants or agreements on the second party's part to be kept and performed, then and in that event, the first parties, may, at their option, forfeit any and all rights of the second party in and to said property, and all money paid to first parties by second parties under this agreement shall be retained by first parties as liquidated damages for the non-performance of this contract, and as rent for said property; and the second party, or any one claiming under him, if then living on or in possession of said property, shall be considered a lessee of the first parties and shall be liable to ejectment under the laws of the State of Idaho, relating to forcible entry and unlawful detainer. And the first parties, on receiving payment at the times and in the manner hereinbefore mentioned, agree to instruct the escrow holder to deliver to said second party, or his heirs and assigns, all escrowed papers.

It is understood that the stipulations herein set forth, are to apply to and bind the heirs, executors, administrators and assigns of the respective parties thereto.

IN WITNESS WHEREOF, The said parties of these presents have hereunto set their hands and seals, in triplicate, the day and year first hereinbefore written.

WILLIAM WEISENBURGER (SEAL)
CARRIE WEISENBURGER (SEAL)
JAMES W. CLIFTON (SEAL)
JOSEPHINE M. CLIFTON (SEAL)

State of Idaho, }
County of Power. }

SS:

On this 18th day of May, 1961, before me, W. C. Loofbourrow, the undersigned, a Notary Public in and for said State, personally appeared William Weisenburger and Carrie Weisenburger, husband and wife at all times for over forty years last past; and James W. Clifton, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.