

Dennis L. Albers

ATTORNEY AT LAW
P.O. BOX 314
GRANGEVILLE, IDAHO 83530

RECEIVED

OCT 27 2003

Department of Water Resources
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Phone (208) 935-2161

24 October, 2003

Kay Walker
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Dear Ms. Walker:

Re: Jerry W. Thompson Estate
Water Right Nos. 82-10046 & A82-12098

*done
KW 10/27/03*

*Modified Record
11-3-03*

As per our phone conversation yesterday, you will find for reference purposes a certified copy of Mr. Thompson's Divorce Decree and copies of documents from you concerning the two water rights. Please give me a call if you have questions.

Thank you.

Yours truly,

Dictated by Dennis L. Albers
and mailed without signature
in his absence to avoid delay.

DENNIS L. ALBERS

DLA:law

Enclosures

RECEIVED

OCT 27 2003

Department of Water Resources

IDAHO COUNTY DISTRICT COURT
AT 11:30 FILED O'CLOCK A.M.

MAY 14 2003

ROSE E. GEHRING
CLERK OF DISTRICT COURT
Kathy Johnson DEPUTY

DENNIS L. ALBERS
Attorney at Law
P. O. Box 314
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ISB #1437

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

JERRY W. THOMPSON,

Plaintiff,

vs.

BARBARA E. THOMPSON,

Defendant.

Case No. CV 34446

DECREE OF DIVORCE

82-10046 + 82-12098
W.A. A.J.

The above-entitled action came on regularly for hearing in open court at Grangeville, Idaho, before the Honorable Michael J. Griffin, Magistrate, on the 14th day of May, 2003. The plaintiff appeared in person and was represented by his attorney of record, Dennis L. Albers, of Grangeville, Idaho, with the defendant not being represented or personally making an appearance in this matter. The court at that time reviewed the file and found that the defendant had been served with Summons/Complaint on the 26th day of February, 2003. That more than twenty (20) days have now elapsed since said service and acceptance of those documents.

The file further reflects that the parties entered into a Stipulation modifying who received the 1986 Blazer, but that Stipulation was not intended as an appearance at this time and that default could be taken as soon as the twenty days expired, which is now the case. The court

concluded that more than twenty days have now elapsed since said acceptance of service on the defendant and the defendant is now in default and his default has been entered.

It further appears that the defendant is not in the military service of the United States of America nor is she under orders to report for induction into the military service of any nation in which the United States of America is allied.

Therefore, witnesses were sworn and examined on behalf of the plaintiff and the court now being first fully advised in the premises now makes the following findings and decrees:

That the court has jurisdiction over the defendant and the subject matter of this action. That the court further finds that the defendant has failed to formally plead, answer or defend and her default has been entered for such failure to plead. That the allegations contained in the plaintiff's Complaint, as modified by the parties' Stipulation, are found by the court to be true as alleged and that all of said allegations by reference thereto are hereby incorporated by this decree as findings of fact.

That the court concludes from those findings of fact that the plaintiff is entitled to a Decree of Divorce from the defendant upon the grounds of irreconcilable differences.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES,
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

FIRST: That the court has jurisdiction of the parties and the subject matter of this action.

SECOND: That the bonds of matrimony, now and heretofore existing between the plaintiff, Jerry W. Thompson, and the defendant, Barbara E. Thompson, be, and the same are hereby dissolved and the parties are released from each other and from all matrimonial obligations and they are thus restored to the status of single and unmarried persons; that the

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plaintiff is thus given and granted an absolute Decree of Divorce from the defendant upon the grounds of irreconcilable differences.

THIRD: That the defendant, Barbara E. Thompson, should receive the following property:

A Ford Ranger vehicle subject to a debt thereon and she is hereby ordered to pay the debt on that vehicle in the event she desires to keep it and to hold the husband harmless on account of that debt.

The defendant is likewise awarded any funds taken from the parties' savings and checking accounts prior to the filing of the Complaint in this matter.

The defendant should likewise receive the parties' State and Federal Income Tax refunds for the year 2002, which would be filed in 2003 when received.

She should also receive her earnings that she has been making from Seubert's Home Health Care and any checking accounts under her control, together with her personal things that were in the plaintiff's home in Elk City, Idaho, her clothes; a computer; 2 bookshelves; a corner shelf; a computer desk; a child's desk; her sewing machines and sewing table; satellite system; a washer and the remaining portions of her waterbed.

FOURTH: That the plaintiff, Jerry W. Thompson, should receive the following items:

Two (2) end tables; a coffee table; a chest and dresser; a refrigerator; the parties' mobile home; the plaintiff's checking account at Sterling Savings in the approximate amount of \$2.00; those things personal to the plaintiff; and the 1986 Chevy Blazer which was the subject of the parties' Stipulation.

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The plaintiff should also receive the limited equity in a 1996 Ford pickup financed through IDAHY Federal Credit Union and he is ordered to pay that debt in the event he desires to keep that vehicle and should hold the wife harmless on account of that debt.

The plaintiff should also receive a mule named Darky.

It is hereby ordered that the plaintiff shall have the following items of separate property confirmed to him that he brought to the marriage. Those items include all of his household furniture, fixtures, and equipment that he had before the marriage, including a bedroom set, a dryer, a TV, microwaves and other miscellaneous small items, the plaintiff's Time Certificates of Deposit at Sterling Savings in the approximate amount of \$4,000.00 for one and \$5,000.00 for the other.

The plaintiff is hereby awarded likewise all right, title and interest in the real estate, which was the parties' home but which was the plaintiff's prior to the parties marriage, which is described as follows, to wit:

Township 29 North, Range 8 East, Section 11, 35.308 acres, being more particularly described as Tax #329 LESS Tax #³⁵⁵~~335~~, Idaho County, Idaho, according to the Assessor's tract plat thereof with a more specific metes and bounds description being described in Exhibit A, attached hereto and hereby incorporated by this reference.

FIFTH: It is hereby ordered pursuant to the agreement of the parties that \$2,500.00 that the plaintiff loaned to Ricky Hansel and another \$2,500.00 that the plaintiff loaned to the defendant are cancelled, and the plaintiff shall not have any right to collect either of those debts from Ricky Hansel or from the defendant, Barbara Thompson.

SIXTH: The plaintiff, Jerry W. Thompson, is ordered to pay the following debts:

- a) The Elk City Store;
- b) Val's Corner Convenience Store;
- c) Les Schwab Tire Center; and,
- d) The debt on the 1996 Ford pickup and any bill relating to the Blazer.

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The defendant is hereby ordered to pay any debt for her light bill on her rental in Elk City, Idaho, together with telephone and water bills on that rental.

Each person that is ordered to pay a debt shall hold the other harmless on account of that debt in all respects.

DONE in Open Court this 14th day of May, 2003.

Michael J. Griffin

MICHAEL J. GRIFFIN,
Magistrate

Clerk's Certificate of Mailing:

I, the undersigned, Deputy Clerk, of the above-entitled court, do hereby certify that a true and correct copy of the foregoing DIVORCE DECREE was mailed by regular first class mail, postage prepaid, at the U.S. Post Office this 14th day of May, 2003, to:

Mark Snyder
P.O. Box 626
Kamiah, ID 83536

Dennis L. Albers – delivered to tray
Attorney at Law

ROSE E. GEHRING

82-18046
82-12098

By **Kathy Johnson**
Deputy Clerk

EXHIBIT A

LESS TAX #355:

A parcel of land in the Southeast quarter (SE 1/4) of the Southwest Quarter (SW 1/4), the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) all in Section 11; Township 29 North; Range 8 East Boise Meridian, Idaho County ID and further described as follows:

The True Point of Beginning being the Quarter Section Corner between Section 11 and 14; thence North 0° 39' West 1068.68 feet thence South 89° 15' West 1408.70 feet thence South 15° 48' West 666.45 feet thence South 42° 41' East 212.00 feet thence South 79° 33' East 201.30 feet thence South 0° 53' East 266.78 feet thence North 89° 53' East 1108.00 feet to the True Point of Beginning.

Township 29 North, Range 8 East, Boise Meridian, Idaho County, Idaho
Section 11: A parcel of land located in the SW 1/4, more particularly described as follows:
Commencing at the 1/4 corner common to Sections 11 and 14, a 2 inch pipe monument;
Thence S 89° 53' W, 1288.74 feet;
Thence N 07° 19' E, 221.00 feet to THE TRUE POINT OF BEGINNING;
Thence N 79° 33' W, 201.30 feet;
Thence N 52° 37' E, 50.00 feet;
Thence S 67° 05' 28" E, 171.78 to THE TRUE POINT OF BEGINNING.
Orig Ac per Greenbrier

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Rose E. Gehring, Clerk of the above entitled court do hereby certify the foregoing to be a true and correct copy of the original instrument on file in my office.
WITNESS my hand and official seal this 24th day of October, 2003
By Rose E. Gehring, Clerk
Connie Peel Deputy

CERTIFIED COPY