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IDAHO FALLS, IDAHO 83405

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Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

October 22, 1999

RECEIVED
OCT 26 1999

Department of Water Resources
Eastern Region

Idaho Department of Water Resources
900 North Skyline Drive
Idaho Falls, ID 83402

Re: Late Claim for William R. Battey, Jr.

Gentlemen:

Enclosed with this letter is a Late Notice of Claim to a water right for a stock water right on Henderson Creek, a tributary to the Teton River, on behalf of Mr. William R. Battey, Jr. Mr. Battey resides in Hong Kong and it appears that this notice is one that was faxed to him because the original is either lost in the mail or has never arrived at his residence yet. Mr. Battey signed the document in the presence of a notary public there in Hong Kong and so the original is enclosed with this letter together with the original affidavit of Michael G. Kunz and copies of three deeds in support of the stock water claim.

Finally, we have enclosed our check in the amount of \$75.00 which includes the filing fee for a stock water claim of \$25.00 and a late fee of \$50.00.

Please let us know of anything else that may be required or how we may be of assistance.

Very truly yours,



Kent W. Foster

Enclosures

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AFFIDAVIT OF MICHAEL G. KUNZ

Michael G. Kunz, being first duly sworn, on his oath, deposes and says:

1. Affiant is a resident of Teton Valley, Idaho, and currently resides at 614 South 450 West, Victor, Idaho 83455. Affiant's telephone number is (208) 354-2462. Affiant was born and reared in the Teton Valley and has resided there most of his life.

2. Affiant's family members, including his parents, have owned and operated farmland in said valley for many years, and Affiant has continued to engage in the same occupation in his teenage and adult years.

3. Some of Affiant's farmland is currently irrigated with water from Henderson Creek through a ten inch pipeline which has its point of origination on Henderson Creek just West of the United States Forest Service boundary in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, T4N, R44E of the Boise Meridian.

4. From Affiant's earliest recollection, at times there has been a small overflow at said headworks for the pipeline which permitted excess water to spill back into the creek and run upon and across the adjacent land in the S $\frac{1}{2}$ NE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of Section 25 lying North of the Henderson Canyon road in T4N, R44E of the Boise Meridian. Such small amounts of excess or overflow water has been wasted or occasionally livestock drank from it. At one time, said land was owned by Affiant's parents, and Affiant became familiar with its use and the use of water thereon as a teenager working for his father. Affiant recalls that his father had sheep on this land and that the occasional source of the stockwater for the sheep was the overflow from Henderson Creek which came through the small channel onto the land. To Affiant's knowledge, the most sheep his father had on this land and which watered from the overflow channel was a flock of about 300, and the earliest date Affiant can recall this practice occurring would have been about summer, 1962 or 1963.

DATED this 28 day of September, 1999.


MICHAEL G. KUNZ

STATE OF IDAHO)
 : ss.
County of Teton)

On this 28 day of September, in the year of 1999, before me, a Notary public in and for said State, personally appeared MICHAEL G. KUNZ, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Pauline Bagley
Notary Public for Idaho
Residing at: Victor
My Commission Expires: 2005

WARRANTY DEED

Warranty deed made this 27 day of April, 1992, between RUBY KUNZ, of 596 S. 450 West, Victor, Idaho, 83455, referred to as Grantor, and FRANK N. MAGID, c/o Frank N. Magid Associates, Inc., One Research Center, Marion, IA 52302, and JACK FRITZ of P.O. Box 483, Wilson, WY 83014, dealing with their sole and separate property, referred to as Grantees.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantees and their heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

The S½NE¼ in Section 25, Township 4 North, Range 44 East, Boise Meridian, and that part of the SE¼ of said Section 25, Township and Range aforesaid, lying North of the Henderson Canyon Road, containing approximately 157 acres.

Reserving to Grantor all surface, creek and existing pipeline water rights to the subject real estate, except for the right in the Grantees to water livestock from water upon the premises; In a dry year when all the water in the creek is in the pipeline, water for livestock will be provided by Grantor, in one location only, on the West side of the premises. If necessary, to avoid clogging the sprinkler pipeline, livestock watering will be limited to the existing creek down stream from the headgate; and reserving to Grantor an easement 40 feet wide for the water pipeline (20 feet on each side of the centerline of said pipeline) now crossing the Southwest Corner of said premises including the right to use, operate, inspect, repair, maintain, replace, install and remove said pipeline. Also reserving to Grantor an easement 60 feet wide from Henderson Creek to the exiting road along the forest boundary on the West side of

WARRANTY DEED-1

110177

FILED

AT THE REQUEST OF

American Realty Inc.
35
May 26, 1992
Ann J. Drake
Nora Ragley

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FILED

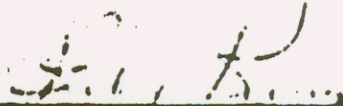
the premises to construct, erect, install and lay a pipeline thereon and therein, and thereafter to use, inspect, repair, maintain, replace and remove same; and in the event it is necessary to facilitate the connecting of the proposed pipeline with the existing pipeline, said easement shall be whatever width next to the said Creek that is reasonably necessary for a proper connection, and Grantor reserves the right to install, repair, and maintain the headgate or new headgate upon said Creek.

Subject to all the recorded rights-of-way and easements.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantees and their heirs and assigns forever.

And Grantor and her heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantees, their heirs, and assigns against Grantor and her heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Grantor has hereunto set her hand on the day and year first above written.



RUBY KUNZ, Grantor

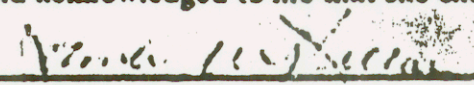
STATE OF IDAHO)

County of Teton)

On this 30 day of April, 1992, before me, a Notary Public in and for said State, personally appeared RUBY KUNZ, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the

same.





Notary Public for Idaho

Residing at: 1345 N. 2nd St.

My Commission expires: 12/31/95

THIS INDENTURE, made this 22nd day of October, 1976, between JOHN N. CLAWSON, a married man, dealing with his separate property; LEON JACK SWEET and CORINNE H. SWEET, his wife; RICHARD ANTHONY SWEET and MICHELLE W. SWEET, his wife; and JONATHAN SWEET, a single man, all of Salt Lake City, County of Salt Lake, State of Utah, the party of the first part and FRANK N. MAGID, dealing with his separate property, of Marion, County of Linn, State of Iowa, the party of the second part, WITNESSE, that the said party of the first part, for and in consideration of the sum of Ten and no/100 Dollars, lawful money of the United States of America and other valuable consideration, to party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said party of the second part, and to party of the second part's heirs and assigns, forever, all of the following described real estate situated in the County of Teton, State of Idaho, to-wit:

The S¹/₂NE¹/₄ in Sec. 25, Twp. 4N, Rge. 44 E., Boise Mer., and that part of the SE¹/₄ of said Sec. 25, Twp. and Rge. aforesaid, lying North of the Henderson Canyon Road, containing approximately 157 acres.

Reserving to Seller all surface, creek and existing pipeline water rights to the subject real estate, except for the right in the Buyer to water livestock from water upon the premises; in a dry year when all the water in the creek is in the pipeline, water for livestock will be provided by Seller, in one location only, on the West side of the premises. If necessary, to avoid clogging, the sprinkler pipeline, livestock watering will be limited to the existing creek down stream from the headgate; and reserving to Seller an easement 40 feet wide for the water pipeline (20 feet on each side of the centerline of said pipeline) now crossing the Southwest Corner of said premises including the right to use, operate, inspect, repair, maintain, replace, install and remove said pipeline. Also reserving to Seller an easement 60 feet wide from Henderson Creek to the existing road along the forest boundary on the West side of the premises to construct, erect, install and lay a pipeline thereon and therein, and thereafter to use, operate, inspect, repair, maintain, replace, and remove same; and in the event it is necessary to facilitate the connecting of the proposed pipeline with the existing pipeline, said easement shall be whatever width next to the said Creek that is reasonably necessary for a proper connection, and Seller reserves the right to install, repair, and maintain the headgate or new headgate upon said Creek.

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

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

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said party of the first part hereunto has set his hand.

John N. Clawson
Richard Anthony Sweet
Michelle W. Sweet
Jonathan Sweet
STATE OF Utah)
County of Salt Lake) ss.

Frank N. Magid
Michelle W. Sweet
John N. Clawson

On this 22 day of October in the year 1976, before me the undersigned, a Notary public in and for said State, personally appeared JOHN N. CLAWSON, LEON JACK SWEET, CORINNE SWEET, RICHARD ANTHONY SWEET, MICHELLE W. SWEET and JONATHAN SWEET, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the

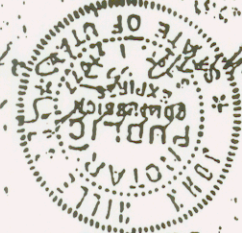
day and year in this certificate first above written.

(SEAL)

John Hille Sr
Notary Public

Residing at: Salt Lake City, Utah

My Commission Expires: 1.5.91



106490

RECEIVED

AUG 29 1990

TETON Co. Id.
Clerk Recorder

FILED

AT 10 MINUTES PAST 12 P.M.

DATE 29 Aug 1990

E. Wayne Schiess
CLERK OF DIST COURT

BY _____

CLERK



JACK FRITZ
6724 PELICAN BAY
BLVD
NAPLES, FLA.



16 1592
TETON Co. ID
C. K. 1592

QUITCLAIM
BY PERSONAL REPRESENTATIVE

THIS DEED, made by Sharalee Kunz, Administratrix with Will Annexed of Milford Grant Kunz, deceased, Grantor, whose address is P.O. Box 97111, Las Vegas, Nevada 89193-7111, to Frank N. Magid, c/o Frank N. Magid Associates, Inc., One Research Center, Marion, IA 52302 and Jack Fritz, of P.O. Box 483, Wilson, WY 83014, dealing with their sole and separate property, referred to as Grantees.

WHEREAS, Grantor is the Administratrix with Will Annexed of the Estate of Milford Grant Kunz, deceased, filed as Case No. P28102 in the Eighth Judicial District Court, Clark County, Nevada; and

WHEREAS, it has been represented to Grantor that Grantees are entitled to a conveyance of title to the property described below since the obligations of the Buyers have been fully performed under the terms of a Contract of Sale dated September 15, 1972, and it having been further represented that the rights of the Buyers under that Contract of Sale have been conveyed to Grantees, and it having further been represented that the original Warranty Deed executed by M. Grant Kunz in connection with the aforesaid Contract of Sale has been lost; and Grantor having relied upon the truthfulness and accuracy of those representations;

THEREFORE, Grantor quitclaims and conveys to Grantees all of the Grantor's interest in and to the following described real property in Teton County, State of Idaho:

110176

FILED
AT THE RECORDS
American Realty Inc.
May 26, 1992
Ass. J. Drake
Nina Klobu

1
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SERIALIZED

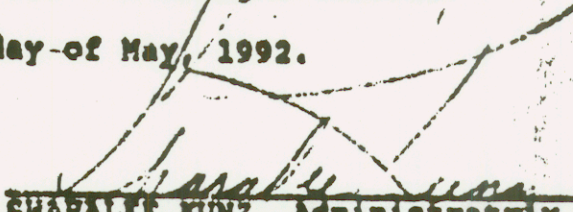
The S 1/2 NE 1/4 in Sec. 25, Twp. 4 N., Rge. 44 E., Boise Mer. and that part of the SE 1/4 of said Sec. 25, Twp. and Rge. aforesaid, lying North of the Henderson Canyon Road, containing approximately 157 acres.

Reserving to Grantor all water rights to the premises except for the right in the Grantees to water livestock from water upon the premises. If necessary, to avoid clogging the sprinkler pipeline, livestock watering will be limited to the existing creek down stream from the headgate; and reserving to Grantor an easement 40 feet wide for the water pipeline (20 feet on each side of the centerline of said pipeline) now crossing the Southwest Corner of said premises including the right to use, operate, inspect, repair, maintain, replace, install and remove said pipeline. Also reserving to Grantor an easement 60 feet wide from Henderson Creek to the existing road along the forest boundary on the West side of the premises to construct, erect, install and lay a pipeline thereon and therein, and thereafter to use, operate, inspect, repair, maintain, replace, and remove same; and in the event it is necessary to facilitate the connecting of the purposed pipeline with the existing pipeline, said easement shall be whatever width next to the said creek that is reasonably necessary for a proper connection, and Grantor reserves the right to install, repair, and maintain the headgate or new headgate upon said Creek.

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

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises together with the appurtenances unto the Grantees, and to their heirs and assigns forever.

Executed this 21 day of May, 1992.


SHARALEE KUNZ, Administratrix with
Will Annexed of Milford Grant Kunz,
Deceased.

STATE OF NEVADA)

COUNTY OF CLARK) ss:

On the 21 day of May, 1992, in the year of 1992, before me, the undersigned Notary Public, in and for the State of Nevada,

personally appeared SHARALEE KUNZ, Administratrix with Will Annexed of Milford Grant Kunz, Deceased, known or identified to me to be the person whose name is subscribed to the within instrument, as Administratrix with Will Annexed of Milford Grant Kunz, Deceased, and acknowledged to me that she executed the same as such Administratrix with Will Annexed of Milford Grant Kunz, Deceased.

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

John A. Quinn
Notary Public for Nevada
Residing at: (City) NV
My Commission Expires: Jan 1, 1971

NOTARY PUBLIC
STATE OF NEVADA
JAN 1 1971
My Comm. Expires Jan 1, 1971