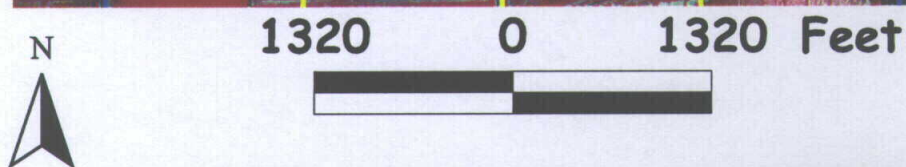
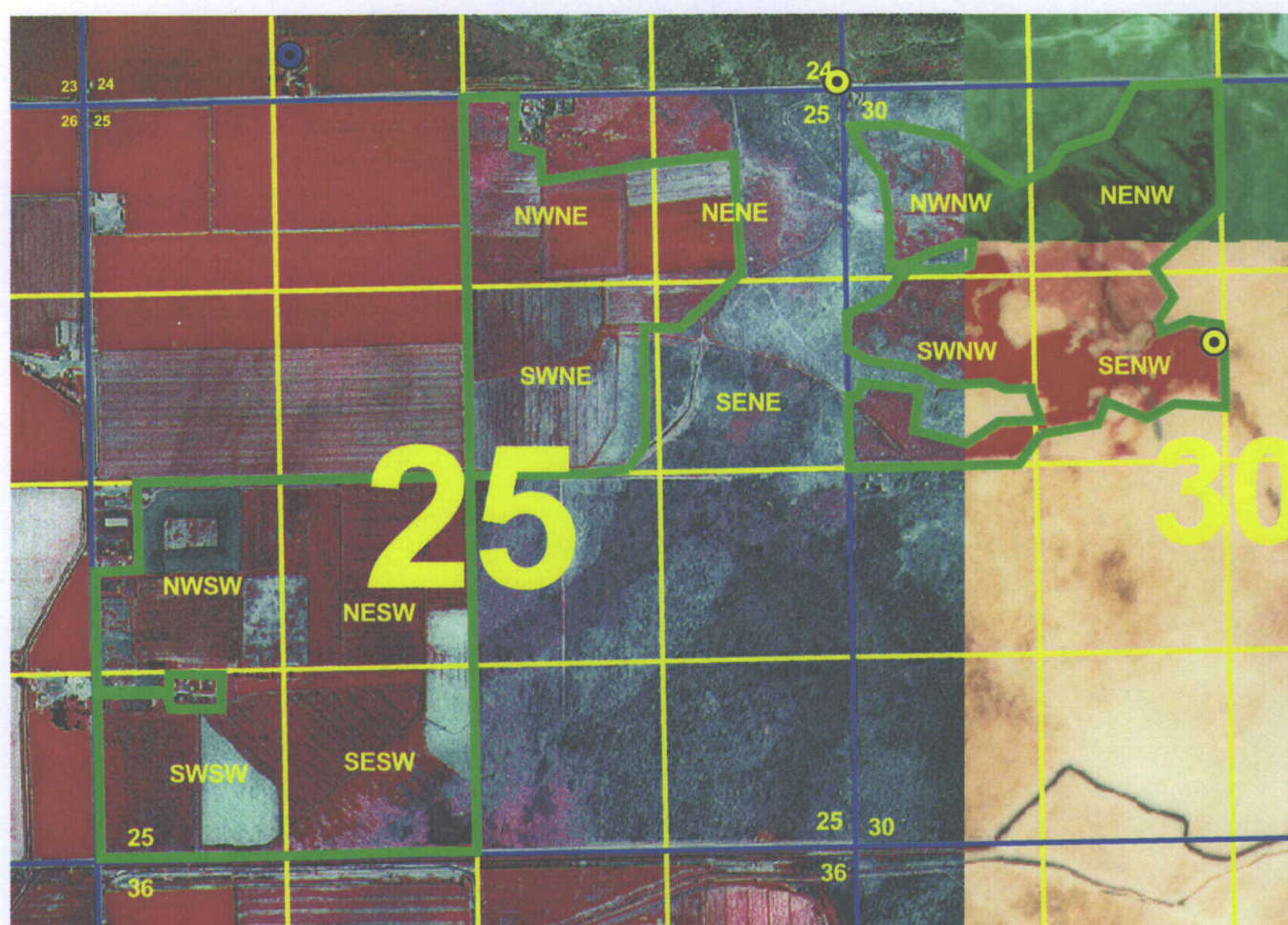


IDAHO DEPARTMENT OF WATER RESOURCES

31-04117, 31-10405A, 31-10405B

T08N, R33E, SEC. 25
R34E, SEC 30



ACRES IRRIGATED- 338



PLACE OF USE



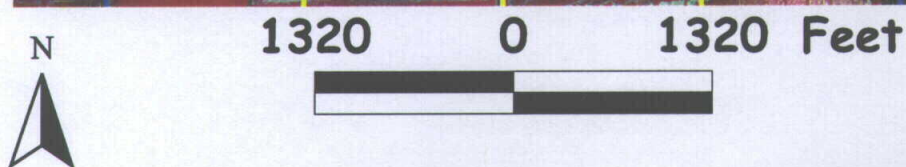
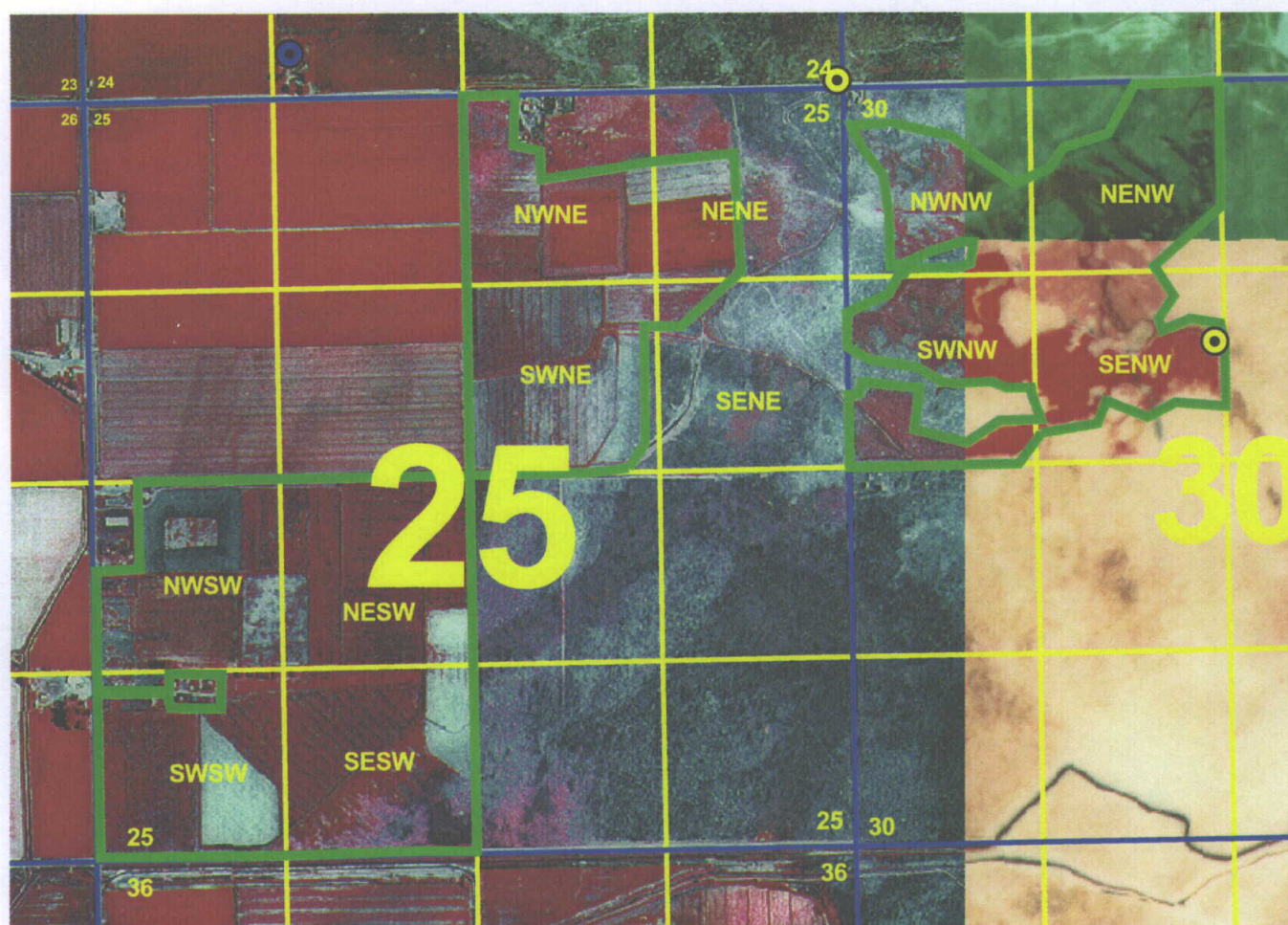
POINT OF DIVERSION

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
PREPARED BY DAVE CARLSON

IDAHO DEPARTMENT OF WATER RESOURCES

31-04117, 31-10405A, 31-10405B

T08N, R33E, SEC. 25
R34E, SEC 30



ACRES IRRIGATED- 338



PLACE OF USE



POINT OF DIVERSION

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
PREPARED BY DAVE CARLSON

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

10/03/2000

RIGHT NUMBER: 31-4117
NAME AND ADDRESS: ROBERT S ELLIS
HC63 BOX 2045
MONTEVIEW, ID 83435

SOURCE: GROUND WATER

QUANTITY: 3.76 CFS
658 AFY

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 6.16 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 1183 AF. COMBINED RIGHT
NOS.: 31-10405A, 31-10405B

PRIORITY DATE: 05/01/1961

POINT OF DIVERSION: T08N R34E S30 SENW Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	4-01 10-31	3.76 CFS 658.0 AFY

PLACE OF USE:

IRRIGATION Within JEFFERSON County

T08N R33E S25	NENE	11	T08N R33E S25	NWNE	30
T08N R33E S25	SWNE	37	T08N R33E S25	SENE	3
T08N R33E S25	NESW	40	T08N R33E S25	NWSW	35
T08N R33E S25	SWSW	36	T08N R33E S25	SESW	39
T08N R34E S30	NENW	31	T08N R34E S30	NWNW	20
T08N R34E S30	LOT 2	29	T08N R34E S30	SENW	27
338 ACRES TOTAL					

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED
TO THE IRRIGATION OF A COMBINED TOTAL OF 338 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-10405A, 31-10405B
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 188 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION
SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 31-10405A, 31-10405B

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: A31-04117
Date Received: 11/07/1988
Receipt No: ECO3824
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT S. ELLIS 208-657-2253
Address: HC-63
BOX 2045
MONTEVIEW, ID 83435
2. Date of Priority: MAY 01, 1961
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|-----------|
| 08N | 34E | 30 | SE | NE | NW | | JEFFERSON |
5. Description of diverting works:
WELL, PUMP & DITCHES
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 4.400 | | |
7. Total Quantity Appropriated is:
4.400 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 925.0 Acre Feet Per Annum.
9. Non-irrigation uses:
NONE
10. Place of Use:
- | Township | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|----------|-------|---------|--------|-----|-----|-----|-------|
| 08N | 33E | 25 | NE | NE | | IRR | 15.0 |
| | | | NW | NE | | IRR | 20.0 |

10. Place of Use: Continued

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
08N	33E	25	SW	NE		IRR	25.0
			SE	NE		IRR	30.0
	34E	25	NE	SW		IRR	40.0
			NW	SW		IRR	32.0
			SW	SW		IRR	35.0
			SE	SW		IRR	40.0
			Section Acres				
		30	NE	NW		IRR	30.0
			NW	NW		IRR	33.0
			SW	NW		IRR	36.0
			SE	NW		IRR	34.0
Section Acres						133.0	
Total Acres						370.0	

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
A31-10405

14. Remarks:
THIS WELL WAS USED TO IRRIGATE THE ADDITIONAL ACREAGE IN THE
SW 1/4 OF SECTION 25, T8N, R33E, WHEN CLAIMANT PURCHASED
PROPERTY ON 8/21/1973.

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: 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): Robert S. Ellis Date: Nov 7 1988

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of Nov 19 88

Anthony S. Oleinick
Notary Public

Residing at Idaho Falls
My Commission Expires 9/12/1994



A31-04117

R33E R34E

MONTEVIEW QUADRANGLE
IDAHO

7.5-MINUTE SERIES (TOPOGRAPHIC)

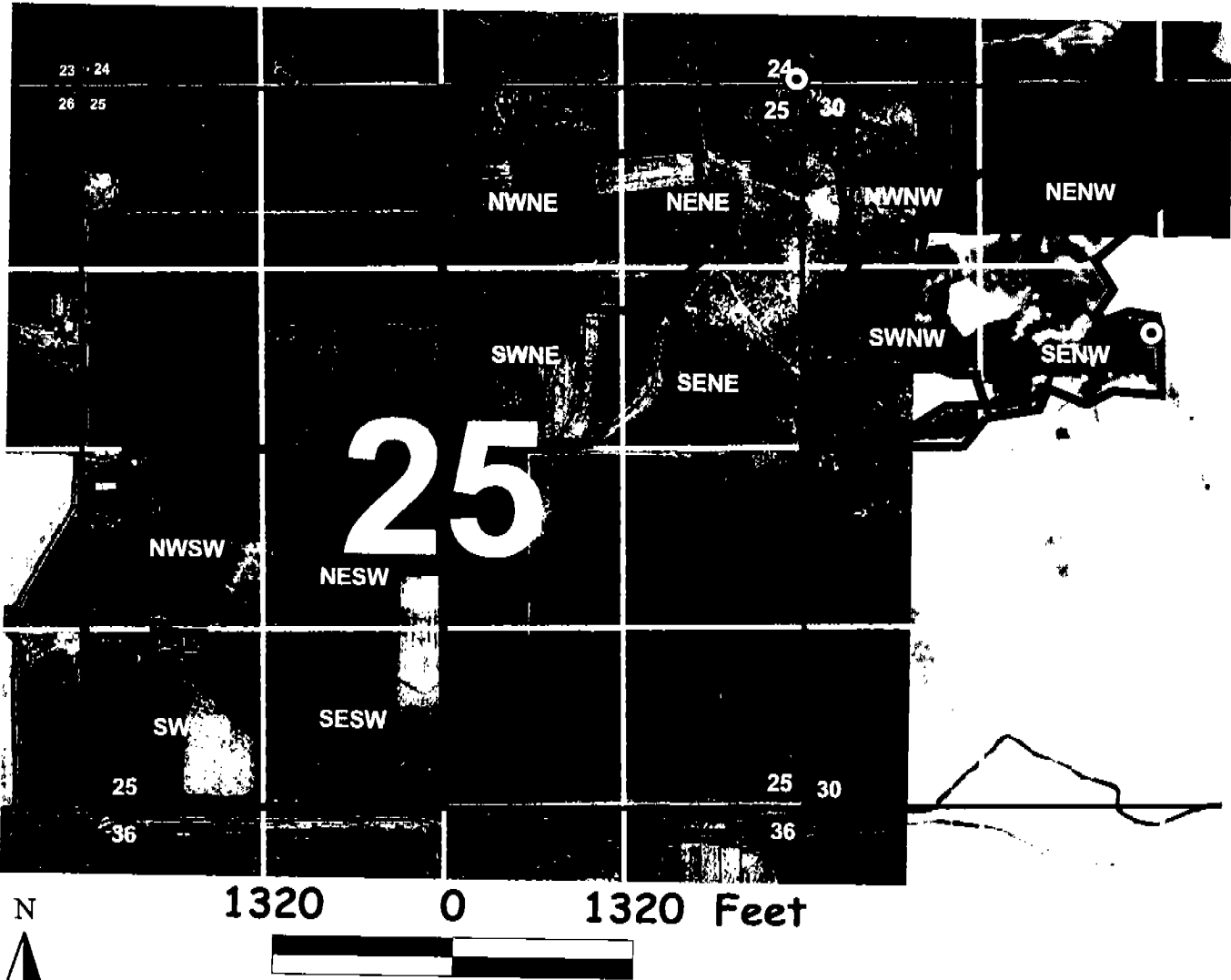
Aug 21 1973



IDAHO DEPARTMENT OF WATER RESOURCES

31-04117, 31-10405A, 31-10405B

T08N, R33E, SEC. 25
R34E, SEC 30



ACRES IRRIGATED- 338



PLACE OF USE



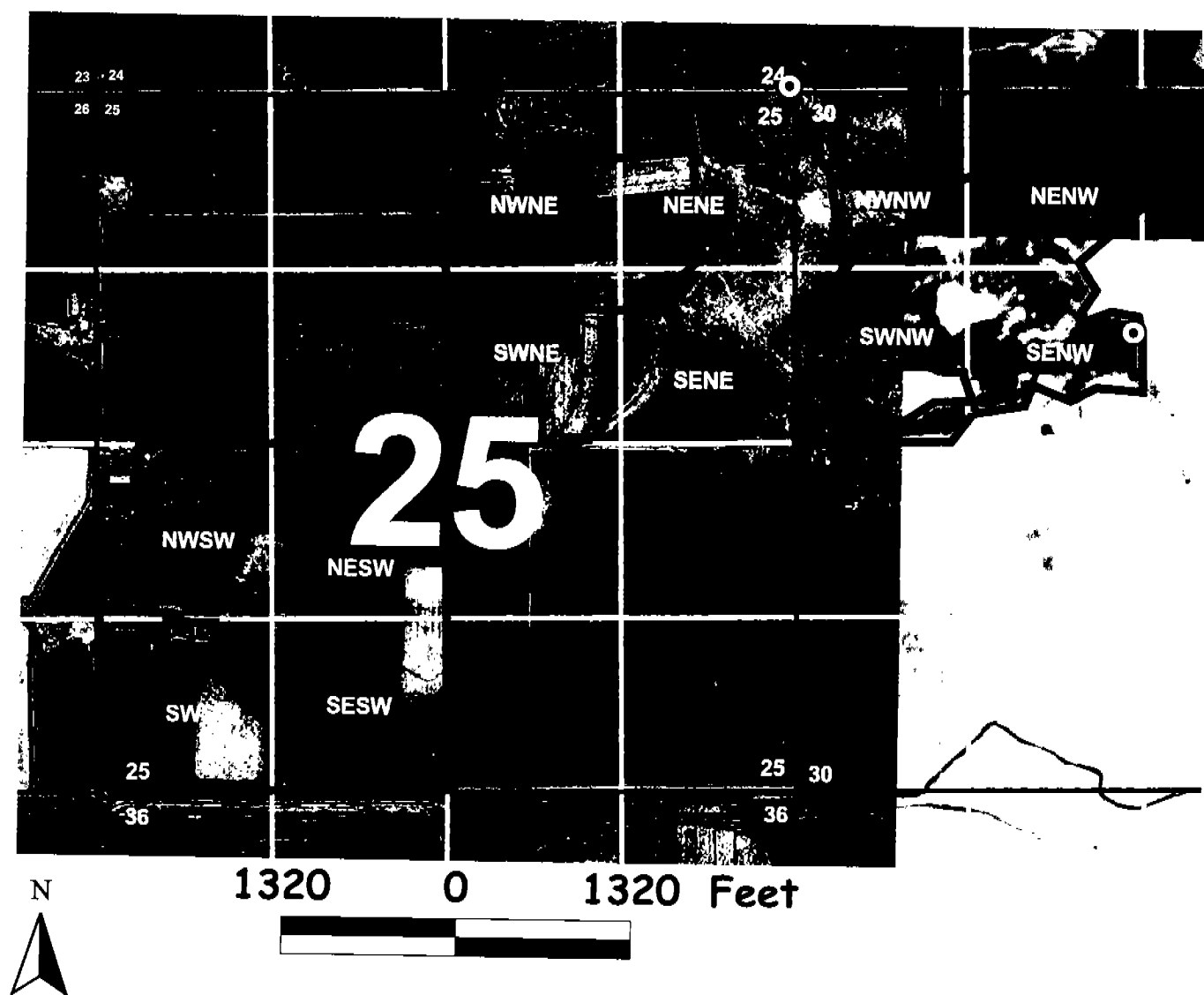
POINT OF DIVERSION

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
PREPARED BY DAVE CARLSON

IDAHO DEPARTMENT OF WATER RESOURCES

31-04117, 31-10405A, 31-10405B

T08N, R33E, SEC. 25
R34E, SEC 30



ACRES IRRIGATED- 338

GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
PREPARED BY DAVE CARLSON

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

22:43:51
03/15/93

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A31-34117

LAST: ELLIS
ADDRESS: MC-63
BOX 2045
CITY: MONTEVIEW
PHONE NUMBER: 208-657-2253

FIRST: ROBERT S.

STATE: ID ZIP: 83485

OWNER CODE: C

FIELD EXAM REQUIRED?

DATABASE
Y

FIELD
EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: THIS WELL WAS USED TO IRRIGATE THE ADDITIONAL ACREAGE IN THE
SW 1/4 OF SECTION 25, T8N, R35E, WHEN CLAIMANT PURCHASED
PROPERTY ON 8/21/1978.

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____

PHONE NUMBER: () - -

DATE OF FIELD EXAM: 1-1995/2000 APPOINTMENT MADE: Y() N(X)

TIME: : - - A() P()

ACCOMPANIED BY: _____

PHONE NUMBER: () - -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

Final Review - Summer 2000

PAGE: 2
PRIORITY DATE REVIEW PAGE

CLAIM NUMBER: A31-04117

A. AJ CLAIM: # A31-04117

PRIORITY DATE: 05-01-1961

STAGE: S J

B. HR RECORD: # 31-04117

PRIORITY DATE: 05-01-1961

STAGE: S

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(X)
IF YES, EXPLAIN.

NOTES: _____

evidence is ok - change to J

RECOMMENDED PRIORITY DATE:
05-01-1961

REVIEWED BY: De

DATE: 9/2000

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A31-04117	08N	34E	30		SE	NW		JEFFERSON
OTHER AJ CLAIMS WITH SAME AJ POD R PREFIX			MR RECORDS IN SAME 40 ACRE TRACT R PREFIX					
NONE			NONE					

SOURCE: GROUNDWATER

TRIG:

B. MR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
31-04117	08N	34E	30		NE	SW		JEFFERSON
OTHER MR RECORDS WITH SAME MR POD R PREFIX			AJ CLAIMS IN SAME 40 ACRE TRACT R PREFIX					
NONE			NONE			NONE		

SOURCE: GROUNDWATER

TRIG:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD
EXAMINER

NOTES: Pod is ok

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	COUNTY	DIVERSION NAME
8N	34E	30		SE	NW			

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY: DC DATE: 9/2600

SYSTEM DESCRIPTION:

IN 1961 well had a 20hp pump/motor open discharge
theoretical

$$CFS = \frac{20hp (6.16)}{25' (to water)} = 4.928 CFS$$

well 40' Deep

Form No. 243

Claim No. _____

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUN 20 1983

CLAIM TO A WATER RIGHT

Department of Water Resources
Eastern District Office

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

Robert S. Ellis

(Name of Claimant)

Marbleview, Idaho

(Mailing Address)

83435

(Zip Code)

Telephone No. 657-2253

claim: 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)
- May 1st 1961

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)

Ground Water from Well 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:

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>4.40</u>	Use <u>IRRIGATION</u>	Period of Use From <u>April 1</u>	To <u>Nov 1</u>		
Quantity _____	Use _____	Period of Use From _____	To _____		
Quantity _____	Use _____	Period of Use From _____	To _____		
Quantity _____	Use _____	Period of Use From _____	To _____		
Quantity <u>4.40</u>	TOTAL QUANTITY USED.				

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

NE 1/4 SW 1/4, Sec. 30, Twp. 8, Rge. 34 E.B.M., County of Jefferson

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. 40 ft well with Turbine Pump. Ground irrigated by Gravity flow through system of open ditches

- (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	
8	34	30					30	33	36	34									138
8	33	25	15	20	25	30													90

No. of acres 223

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

Rabbits & antelope & squirrels & badgers & coyotes
drink from the ditchNOTE: Include here the type and number of stock watered: unaccounted

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

Form No. 243
9/81

Claim No. 31 4117

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 Robert S. Ellis

(Name of Claimant)

Montevieu, Id

83435

Telephone No. 657-2253

(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) May 1, 1961

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:

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.)	Period of Use From		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)		
Quantity <u>4.40cfs</u>		Use <u>Irrigation</u>		Period of Use From <u>4-1</u>	To <u>11-1</u>		
Quantity		Use		Period of Use From	To		
Quantity		Use		Period of Use From	To		
Quantity		Use		Period of Use From	To		
Quantity		Use		Period of Use From	To		

- (4) 4.40cfs TOTAL QUANTITY USED.

(5) (cfs, af)

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

NE 1/4 SW 1/4, Sec. 30 Twp. 8N Rge. 34E B.M., County of Jefferson

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. 40 ft. well with turbine pump. Ground irrigated by gravity flow through system of open ditches.

- (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.	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	
8N	33E	25	15	20	25	30													90
"	34E	30					30	33	36	34									133

No. of acres 223

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

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:

A. ROOT WATER RIGHT NUMBERS: A31-04117

B. POB LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ 0/ACRES	SR 0/ACRES	LANDSAT DATA	FIELD EXAM.
00N	33E	25	NE	NE		ELLIS, ROBERT S.	A31-04117 715.0	31-04117 715.0	16.0	
			NE	NE		ELLIS, ROBERT S.	A31-10405 715.0	- /		
00N	33E	25	NW	NE		ELLIS, ROBERT S.	A31-04117 720.0	31-04117 720.0	34.0	
			NW	NE		ELLIS, ROBERT S.	A31-10405 /	- /		
			NW	NE		ELLIS, ROBERT S.	A31-10405 720.0	- /		
00N	33E	25	SW	NE		ELLIS, ROBERT S.	A31-04117 725.0	31-04117 725.0	22.0	
			SW	NE		ELLIS, ROBERT S.	A31-10405 725.0	- /		
00N	33E	25	SE	NE		ELLIS, ROBERT S.	A31-04117 730.0	31-04117 730.0		
			SE	NE		ELLIS, ROBERT S.	A31-10405 730.0	- /		
00N	34E	25	NE	SW		ELLIS, ROBERT S.	A31-04117 740.0	- /		
00N	34E	25	NW	SW		ELLIS, ROBERT S.	A31-04117 782.0	- /		
00N	34E	25	SW	SW		ELLIS, ROBERT S.	A31-04117 785.0	- /		
00N	34E	25	SE	SW		ELLIS, ROBERT S.	A31-04117 740.0	- /		
00N	34E	30	NE	NW		ELLIS, ROBERT S.	A31-04117 730.0	31-04117 730.0		
00N	34E	30	NW	NW	1 39.10	ELLIS, ROBERT S.	A31-04117 783.0	31-04117 783.0		
00N	34E	30	SW	NW	2 39.08	ELLIS, ROBERT S.	A31-04117 788.0	31-04117 788.0		
00N	34E	30	SE	NW		ELLIS, ROBERT S.	A31-04117 784.0	31-04117 784.0		
TOTAL ACRES							A31-04117 870.00	31-04117 223.00	71.00	

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N(X)
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POB DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER

POB COUNTY: JEFFERSON

PAGE: 5
PLACE OF USE REVIEW SHEET CONTINUED

CLAIM NUMBER: A31-04117

PRESUMPTION FLAG:

NOTES:

CWB WITH 31-10405A 31-10405B

RECOMMENDATIONS:

TOTAL ACRES: 338

REVIEWED BY: DC

DATE: 9/2000

K06-188A - what was filed on in the 0
243 - claim!

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A31-04117 IRRIGATION	FROM 04-01 TO 11-01	4.400 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		4.400 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
31-04117 IRRIGATION	FROM 04-01 TO 11-01	4.400 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		4.400 CFS

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	N	---
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	N	---
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	N	---

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?	Y() N(X)
RECOMMEND TO WR STANDARDS OR OTHER?	Y(X) N() EXPLAIN IN NOTES, BELOW.

NOTES:

new standards 4/01-10/31

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y() N(X)

AJ TOTAL CLAIMED DIVERSION RATE: 4.400 CFS
MR ROOT RIGHT TOTAL DIVERSION RATE: 4.400 CFS

AAA IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. AAA
AA IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS AA
AA CLAIMED AND AN EXAM IS NOT REQUIRED, EXPLAIN IN NOTES. AA

FLOW MEASUREMENT REQUIRED? : FIELD :
DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N) : DATABASE EXAMINER :
Y

20hp (6.16)
CFS = 25'
this w

B. FLOW MEASUREMENT

MEASUREMENT METHOD fluoretial, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y() N(X) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: A51- 10405A / 10405B

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./
A51-04117	GROUNDWATER	ELLIS, ROBERT S.	4.400	0.011		
A51-10405	GROUNDWATER	ELLIS, ROBERT S.	2.400	0.010		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A51-10406	DOMESTIC	ELLIS, ROBERT S.	FROM 01-01 TO 12-81	.040 CFS	
A51-10406	STOCKWATER	ELLIS, ROBERT S.	FROM 01-01 TO 12-81	.050 CFS	

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE

ACRES _____ X 0.02 CFS/ACRE = _____ CFS
(TAKEN FROM P/U REVIEW)

1B. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N()

AND IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N() AND:

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 925.0 AF/A

ACRES _____ X CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A

ACRES 188 X DIVERSION VOL. AF/A FOR AREA 3.5 = 658

TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

NOTES: (INCLUDE LIMITATIONS ON CONSUMPTIVE USE FOR COMBINED RIGHTS.)

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	04-01 11-01	DATABASE EXAMINER 2,400 3.76	DATABASE EXAMINER 658	DATABASE EXAMINER 925.0
TOTAL FOR THIS RIGHT	10/31	4,400		925.0
REVIEWED BY: DC		DATE: 5/2000		

CWB WITH 31-10405A & 31-10405B

two w
6.

Qnt - total
6.16 cfs - 1183 AF/A

POU1 - 338 acres total

K06 - 188

Exp - same well

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DEV. AMOUNT _____

ACCEPTED AS CLAIMED	NEEDS REVIEW
☒	☐

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 31-04117

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
4.400

EXAMINER

CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A31-04117	4.400	-	-	31-04117	4.400
TOTAL CFS		4.400				4.400

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW SHEET ATTACHED? (Y/N)

DATABASE
Y

FIELD
EXAMINER

NOTES:

3.78 CFS

AUTHENTICATION:

SIGNATURE: Dave Carlson

DATE: 9/2000

NAME OF FIELD EXAMINER: DAVE CARLSON

TITLE: WA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

22:45:51
08/13/93

PAGE: 12
QUICKLOOK INFORMATION

CLAIM NUMBER: A31-94117

NR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY MNON/DATE	FIELD EXAM BY MNON/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW MNON/DATE	COMPLETED DATA ENTRY MNON/DATE	VERIFIED DATE
PRIORITY DATE			DC9/2000	No				
POINT OF DIV	Y			No				
SOURCE								
PLACE OF USE	Y			Yes				
DIV. AMOUNT CFS/VOLUME				Yes				
CONSUMPTIVE USE	-							
PURPOSES								
PERIOD OF USE				Yes				
BASES OF CLAIM				Yes				
REMARKS	Y			Yes				

VERIFIED BY CODES

TOPO MAP/ORTHO-PQ = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAIP PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

05:32:29
03/15/93

PAGE: 15
PROFILE REPORT

CLAIM NUMBER: A31-34117

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERS VOLUM
C	ROBERT S. ELLIS MC-63 BOX 2045 MONTICELLO ID 83435 (208) 657-2253	05/01/1961	IRRIGATION	04-01 11-01	4.40 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					4.40 CFS	92

WATER SOURCE: GROUNDWATER TRIBUTARY TO: STAGE: STATUTORY
POINT(S) OF DIVERSION: TOWN R34E S30 SEMW JEFFERSON 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
08N	33E	25	:	15		20		25		30					
08N	34E	30	:					30		33		36		34	
08N	34E	25	:							40		32		35	
															TOTAL ACRES

POU COUNTY: JEFFERSON
NON-IRRIGATION USES: NONE
OTHER RIGHTS: A31-

REMARKS: THIS WELL WAS USED TO IRRIGATE THE ADDITIONAL ACREAGE IN THE
SW 1/4 OF SECTION 25, T8N, R33E, WHEN CLAIMANT PURCHASED
PROPERTY ON 8/21/1975.

DATES: EXAM MADE DATE: VERIFIED DATE: 01/31/1986
MISC: WATER DISTRICT NUMBER: FIELD INSPECTION FLAG:
PRESUMPTION FLAG:

310

AS1-04117
ROBERT S. ELLIS
HC-63
BOX 2045
MONTEVIEW

dry?

80 37 25
34 30
~~34 25~~
657-2250

- check well driller
- 243 claim
- POW WR 37-2244
- ACCESS photos

GE INDUCTION MOTOR
(POMONA
PUMP

$$\frac{20(6.16)}{25 - 25} = 4,928$$

walk section or
look at slides

need map

75		81	
30	10	8	23
33	2	25	22
37	40		
36	39		

152

308



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 8, 2000

GEORGE & RUTH HANSEN
626 E 2700 N
MONTEVIEW ID 83435

RE: CHANGE IN OWNERSHIP FOR A31-04117 AND A31-10405

Dear Mr. and Mrs. Hansen:

It has come to our attention that you may have recently purchased a tract of land in Jefferson County. The property to which I am referring was most recently owned by Robert Ellis. The legal description is as follows:

T08N R33E S25 NE1/4
T08N R34E S25 SW1/4
T08N R34E S30 NW1/4
T08N R33E S25 SW1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Cheri Vandermeulen

Cheri Vandermeulen
Records Clerk

Enclosure(s)

RECEIVED

FEB 03 2000

Department of Water Resources
Eastern Region

2/2/2000

Dear Mr. Ernie Carlsen,

Ruth and George Hansen plus myself was at the Water Resource Board office at two o'clock, yesterday afternoon. We first visited with Mr. Ron Carlsen and later on wound up in Bryce Contors office. Before we left, he suggested that I write a letter to you to see if you could possibly speed up the process on the review of the two wells, A31-04117 and A31-1045, for me.

The Hansens are planning on buying this ground, so I would greatly appreciate your help in this matter.
"Many thanks"

Sincerely yours
Marie Ellis

258 E 2600N

Montevideo, Id. 83435

WR5809NP
No. 31-04117

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE
C	ROBERT S. ELLIS	05/01/1961	IRRIGATION	04/01 11/01	4.400 CFS
TOTAL DIVERSION:					4.400 CFS

Water Source: GROUNDWATER Tributary to: Stage: ST

Point(s) of Diversion: T08N R34E S30 NESW JEFFER

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE						
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE
08N	33E	25	:	15	20	25	30	:					:					:				
08N	34E	30	:					:	30	33	36	34	:					:				
																				TOTAL ACRES		

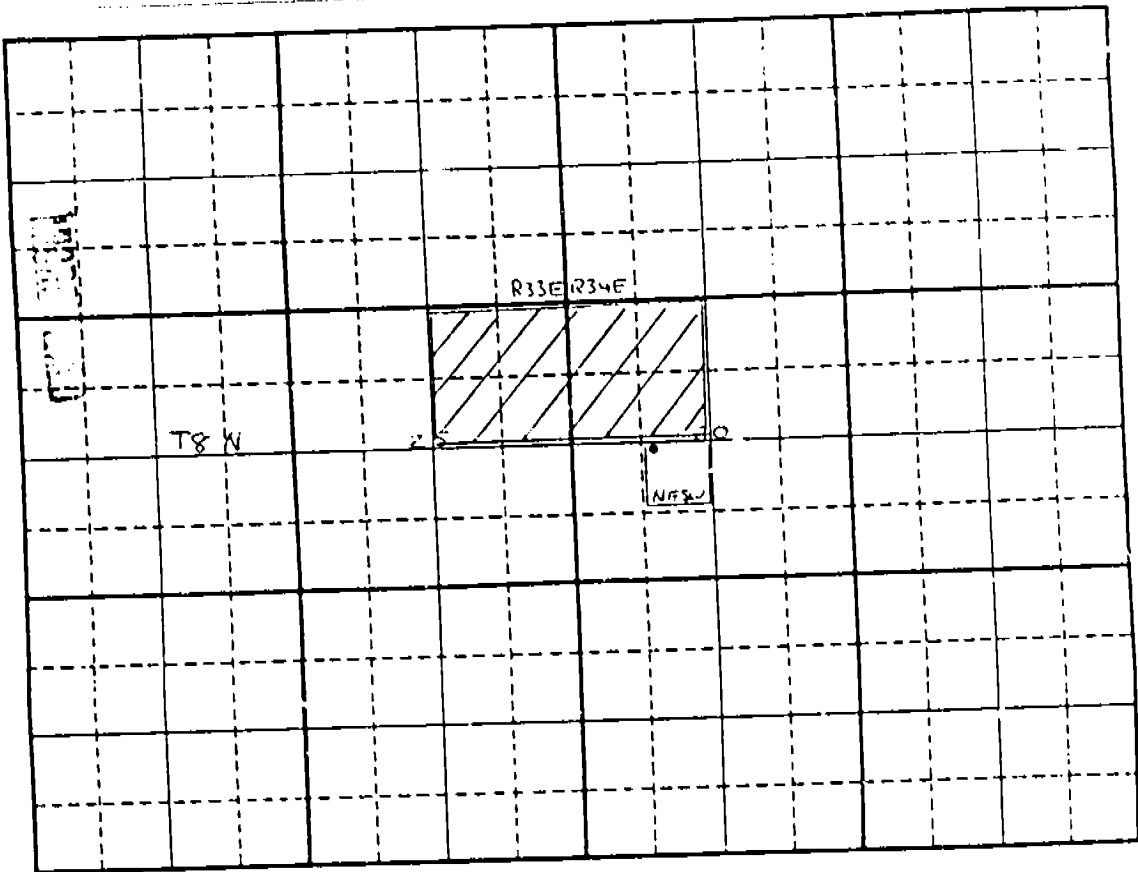
Pou County: JEFFERSON

Dates: App. Received: Priority Date: 05/01/1961
 Proof Due Date: Proof Made Date:
 Exam Made Date: Exam Sent to S.O.:
 Licensed Date:

Misc: Water District Number: Field Exam Fee:

Audit: 01/31/86 05/22/88 CONVERT

(B) Remarks



Scale: 2 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

Benewah

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.

Sworn to before me this 16th day of

August

19 88

Robert S. Ellis
(Claimant)

Notary Public
Residing at

Idaho Falls

My commission expires 5-15-88

Received by SW 8-16-88 FOR DEPARTMENT USE ONLY
Prelim. check by Hunt Date 6-20-88 Exception filed by
\$30.00 fee received by CW Date 8-11-88
Published in Idaho Star Date 8-16-88
Dates 9/11 & 9/15/88

Forwarded to
claimant by

Date



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

POOR ORIGINAL

EASTERN REGION
FEBRUARY 9, 1993

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

*

RE: EVIDENCE OF PRIORITY

Dear Claimant(s):

The Notice(s) of Claim identified with the number shown above in the "address" label and at the "end" of this letter has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. **As the claimant, you are responsible for submitting the necessary proof to support the priority date.**

It is important that each element of the Notice be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read all of the pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some examples of Documents Which May Be Evidence of the Priority Date".

EVIDENCE OF PRIORITY
Page - 2 -

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice have been or soon will be conducted by Department personnel.

The Department will not recommend the Notice be decreed by the court if no evidence of a priority date is submitted.

Please submit the required evidence supporting the priority date by MARCH 9, 1993, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Respectfully submitted,

Eric Verner
Senior Water Agent

EV:jt

Enclosure: Brochure on "Evidence of Priority"
Proof Report

Other Water Right Numbers Needing Evidence of Priority

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APR 14 1994

A31-4117

POOR ORIGINAL

SALE CONTRACT

THIS AGREEMENT, made and entered into this 24th day of June, 1960, by and between MARIE M. TRACY, of the County of Jefferson, State of Idaho, hereinafter designated the party of the first part, and ROBERT S. ELLIS and MARIE D. ELLIS, his wife, of the County of Jefferson, State of Idaho, hereinafter designated the parties of the second part, WITNESSETH:

That the first party agrees to sell to the second parties, on the performance of the agreements of the parties of the second part as hereinafter mentioned, and convey by good and sufficient Warranty Deed, free of liens and encumbrances, excepting any that may have attached by reason of any act of deed of said second parties, and excepting any liens and reservations to which this agreement is expressly made subject, the following described real property situate in Jefferson Country, Idaho, and more particularly described as follows, to-wit;

The North East Quarter (NE $\frac{1}{4}$) of Section Twenty Five (25) Township Eight (8) North of Range Thirty Three (33) East of Boise Meridian,

AND

The North West Quarter (NW $\frac{1}{4}$) of Section Thirty (30) Township Eight (8) North of Range Thirty Four (34) East of Boise Meridian, including a 40ft., 20 in. well.

And the parties of the second part agree to buy said described premises and to pay to the party of the first part therefor the sum of Ten Thousand Dollars (\$10,000.00), payable in lawful money of the United States, and in manner as follows:

Twenty Nine Hundred Dollars (\$2900.00) on delivery of this contract and the balance of Seventy One Hundred Dollars (\$7100.00) payable at the time and in manner as follows:

Eleven Hundred Dollars (\$1100.00) due January 15, 1961. Two Hundred Seventy Dollars (\$270.00) (Interest at 4 $\frac{1}{2}$ % on \$6000.00) due January 15, 1962. Two Hundred Seventy Dollars (\$270.00) due January 15, 1963. Two Hundred Seventy Dollars (\$270.00) due January 15, 1964. Twelve Hundred Seventy Dollars (\$1270.00) due January 15, 1965. Twelve Hundred

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Twenty Five Dollars (\$1225.00) due January 15, 1966.
Eleven Hundred Eighty Dollars (\$1180.00) due January
15, 1967. Eleven Hundred Thirty Five Dollars (\$1135.00)
due January 15, 1968. One Thousand Ninety Dollars
(\$1090.00) due January 15, 1970.

Said deferred balance shall bear interest from ~~and after date~~ *January 15, 1961* *M D E*
~~hereof~~ at the rate of four and one half ($4\frac{1}{2}$) per annum, payable *G. J. J.*
annually on January 15th of each year hereafter beginning with *R. W.*
January 15, 1961.

First party shall pay all taxes and water assessments levied
and assessed against said premises up to and including the taxes
and assessments levied and assessed for the year 1959. Second part-
ies shall pay all taxes and water assessments levied and assessed
thereafter against said premises during the life of this contract
promptly as the same become due and before delinquency thereof.

Possession of said property shall be delivered to second part-
ies on the execution and delivery of this contract.

Second parties shall not commit or permit waste on said premises,
and shall cultivate and operate said ranch in a good and husbandlike
manner and maintain the fences, irrigation ditches, and improvements
thereon, in good order and condition.

This agreement shall be binding upon and inure to the benefit
of the heirs, executors, administrators, and assigns of the parties
hereto.

It is expressly agreed that time and punctuality of payments
are of the essence and a material part of this contract, and that
if any default is made in the payment of said installments for a
period of *45* days, or of any taxes or assessments promptly at the
time herein limited, or if the second parties shall fail to comply
with any of the terms of this agreement, this contract shall, at the
option of the first party and without notice to anyone, become null
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APR 14 1994

POOR ORIGINAL

and void, and all payments made under this contract shall be retained by the first party and applied as liquidated damages. But if the second parties shall promptly make the payments herein stipulated, the first party, on receiving the sum due under the terms of this contract, shall execute and deliver a Warranty Deed conveying the above-described premises, and will also deliver an Abstract of Title showing fee simple merchantable title to said property, subject only to taxes and assessments herein set forth.

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

Marie M. Tracy

PARTY OF THE FIRST PART.
Joseph D. Tracy
Robert S. Ellis

Marie D. Ellis

PARTIES OF THE SECOND PART.

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APR 14 1994

POOR ORIGINAL

State of Idaho }
County of Bonneville } ss.

I do hereby certify that on this ----- day of June, 1960, before me, the undersigned, a Notary Public in and for said State of Idaho, personally MARIE M. TRACY, ROBERT S. ELLIS and MARIE D. ELLIS, his wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(written.



Notary Public for State of Idaho,
Residing at Idaho Falls, Idaho.

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APR 14 1994

ESCROW INSTRUCTIONS**To: THE IDAHO FIRST NATIONAL BANK**

1. The undersigned, in consideration of the premises and the consent of The Idaho First National Bank to act as holder of the escrow deposited herewith have agreed and hereby agree that said bank shall receive compensation for acting as escrowholder an initial filing fee of \$_____ and a collection charge of 1/10 of 1% of the monies paid on said escrow, with a minimum fee of \$_____ per year. In the event said escrowholder shall be required to divide the payments, an additional minimum charge of 25c shall be allowed for each division for each payment. There will be an additional filing fee, the amount to be determined by the escrowholder, for any subsequent assignments or amendments placed with this escrow.

2. It is expressly understood between the parties hereto that said bank is to be considered and held as a depository only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same; also, that said bank assumes no responsibility, nor is it to be held liable as to the condition of the title to any of the property involved herein, nor as to any assessments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as such escrowholder, and for the delivery of the same in accordance with these written escrow instructions.

3. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them, in connection herewith, upon the escrowholder, said escrowholder shall be entitled at its option to refuse to comply with said demands so long as such disagreement shall continue; and in so refusing, said escrowholder may refuse to deliver any monies, papers or property involved in or affected by this escrow; and in so refusing, the escrowholder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, that the escrowholder shall be entitled to continue to so refrain to act until,

a. the parties hereto have reached an agreement in their differences and shall have notified the escrowholder in writing of such agreement, or

b. the rights of the parties have been duly adjudicated by a Court of competent jurisdiction.

4. In the event of any disagreement between the parties hereto, and/or adverse demands or claims being made upon the escrowholder, said escrowholder shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrowholder for any and all attorney's fees, costs and disbursements incurred by said escrowholder in connection herewith, and upon demand shall forthwith pay the same to the escrowholder.

5. Any payment made hereon other than in cash shall be credited on this escrow conditionally, pending the escrowholder's receipt of available funds at par.

6. In the event that the Sellers shall declare a default, they shall cause to be delivered to the escrowholder, Notification of Default, in duplicate, with instructions to the escrowholder to mail the original of the Notice to the Buyers by registered or certified mail. The duplicate Notice shall be retained with the escrow file.

7. Notices or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned, or any of them, at their or his post office address, shall be deemed to have been given to them or him on the date of mailing.

8. It shall be the duty of the parties hereto to keep the escrowholder advised in writing at all times of their respective mailing addresses, and upon failure to do so, the mailing of any Notice to the address shown herein shall be conclusive evidence that Notice has been properly given. All Notices given pursuant to the terms of any agreement placed in escrow herewith must be given through the escrowholder as hereinbefore provided and said escrowholder shall not be required to recognize service of Notice given in any other manner. The party requesting the giving of any Notice shall pay the expense thereof to the escrowholder.

9. The Buyers agree that should a Notification of Default be forwarded to them as set forth above, that, unless they advise the escrowholder in writing, within the time allowed in the contract for correction of default, that the terms of the contract are not in default or that the default has been satisfied, the escrowholder shall not be or become liable to the Buyers for the delivery of the escrowed papers to the Sellers.

10. Sellers agree that should a default be declared and Buyers subsequently deposit any monies or papers with the escrowholder to cure said default, the escrowholder may, at its option, refuse to release said monies or papers to the Sellers until the Sellers acknowledge to the escrowholder that the default is satisfied or cancelled.

11. In the event that this escrow is cancelled or forfeited and a demand made upon the escrowholder to return the escrowed documents, it is agreed that said escrowholder may retain the contract, amendments thereto, the escrow instructions, and any assignments or correspondence which it may have received in connection with said escrow.

MICROFILMED

APR 14 1994

12. The escrowholder's collection fees shall be paid by the Sellers unless otherwise indicated herein by checking one of the following: ☐ BUYERS ☒ DIVIDED EQUALLY.

13. Enclosed are the following Documents to be placed in escrow:

Warranty Deed signed by Marie M. Tracy

Sale Contract signed by Marie M. Tracy, Robert S.

Ellis, and Marie D. Ellis

14. Check one: ☒ Buyers are given the privilege of prepaying any payment due under said contract at any time. - except no prepayment prior to January 15, 1961.
☐ Buyers are not given the privilege of prepaying any payment due under said contract at any time.

15. Interest at the rate of 4 1/2 % per annum shall commence January 15, 1961 and shall be computed on the unpaid principal balance to date of payment each time a payment is made.

16. Check one: ☐ all payments shall be credited first to the interest then due, and the balance to the principal.
☒ interest shall be paid in addition to principal payments.

17. When you have received the unpaid principal of \$ 7100.00, and interest for Sellers, you shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements, and escrow instructions, to any of the Buyers, or his order, and, thereby, close your escrow.

18. You are, hereby, authorized to deduct from the final payment \$ 11.00 to cover the cost of Federal Documentary Stamps to be affixed to the deed.

19. Until further written notice to you, signed by each of the Sellers, payments as received on this escrow shall be disposed of as follows:

Credit checking account of: _____

Credit savings account of: _____

Other Instructions: Mail payments direct to Marie M. Tracy

20. Any instrument or document placed in escrow herewith at this time, or hereafter, is accepted upon the condition that the escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same; in which event the escrowholder shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid in connection therewith to the party or parties depositing the same.

21. The escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, costs or expenses due it hereunder.

22. We have read the foregoing instructions, understand the contents thereof, and agree that The Idaho First National Bank, in the administration of this escrow, is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may, hereafter, deliver to said bank and the same be accepted by it.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals the 27th day of June, 19 60.

23. SIGNATURES:

COMPLETE ADDRESSES (Please print):

x Marie M. Tracy
x Jesse J. Tracy
x Robert S. Ellis
x Marie D. Ellis
x _____
x _____
x _____

x _____
x _____
x James Idaho
x _____
x _____
x _____

24. The undersigned bank hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Idaho Falls

Office, THE IDAHO FIRST NATIONAL BANK

By B.W. Bander

Date Received: 6-27-60