

Sent to:

Doug Jones

Idaho Water Resources

308-736-3033

736-3037

SCOTT King called.
working for Marty Goldsmith.

① Sent Orig. lease on ^{1956 #287695} ~~Goldsmith~~ ^{# Randle} hot tub &
amended lease ^{8, Sept. 87} on property survey. Both
(~~Traverse~~ & ~~Goldsmith~~)
Water permit # 37-8205

② Scott also mentioned that Cold Water from Creek should
be in our name.

③ Doug are you aware of Cold Water from
Creek being put in our name — SVDM also?
Scott mentioned that he would prepare
document or whatever is needed!
Let me know!

AK

RECEIVED

NOV 08 2005

Department of Water Resources
Southern Region

I, MARSHA RIEMANN, EX-OFFICIO RECORDER IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT THE FOREGOING IS A FULL TRUE AND CORRECT COPY OF THAT CERTAIN INSTRUMENT ON RECORD IN MY OFFICE AS INSTRUMENT NO. 287695
RECORDS OF BLAINE COUNTY, STATE OF IDAHO.
WITNESS MY HAND AND OFFICIAL SEAL THIS 4 DAY
OF November 20 05.

BY Leslie Linda MARSHA RIEMANN
DEPUTY EX-OFFICIO RECORDER

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made this October day of October 1986, by and between TRAVELERS MORTGAGE CORPORATION, a Washington corporation (Lessor), and PAMELA SUE GOLDSMITH and KRIS K. GOLDSMITH (Lessee);

RECITALS:

1. On February 7, 1956, R.B. Randell and Chloe Randell, as the lessor therein, and Vernon W. Goldsmith, as the lessee therein, executed that certain Lease, a copy of which is attached hereto as Exhibit A and made a part hereof.
2. Lessor is the successor-in-interest to Randell as the owner of the demised premises and Lessor under the Lease.
3. Lessee is the successor-in-interest to Vernon W. Goldsmith, deceased, as the Lessee under the Lease.
4. The boundaries of the demised premises were resurveyed since the execution of the Lease, and Lessor and Lessee desire to amend the Lease to set forth more specifically the correct legal description of the demised premises.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the parties hereto covenant and agree that the legal description of the demised premises as set forth in paragraph 1 of the Lease shall be amended to read as follows:

That certain real property situate in Blaine County, Idaho, more particularly described as follows:

Township 3 North, Range 17 E., B.M., Section 34:
A portion of said section more particularly

AMENDMENT TO LEASE-1

Book 3
Page 351

129472

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Department of Water

287695

BLAINE CO.
REQUEST OF
FENNELL & MCGILL
87 SEP 8 PM 1 44
Jesse
DEPUTY
FEE \$ 37.00

described as follows: Commencing at the 1/4 corner common to Sections 27 and 34, THENCE S. 07°39'13" W. 186.51 feet to the True Point of Beginning (a nail in the top of a large fence post being the 19th post East of a fence corner); THENCE S. 05°57'32" E., 612.73 feet to a fence corner; THENCE S. 85°57'45" W., 323.39 feet to a fence corner; THENCE N. 24°08'21" W., 275.70 feet to a fence corner; THENCE N. 44°19'28" E., 532.01 feet to the True Point of Beginning.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

TRAVELERS MORTGAGE CORPORATION

By

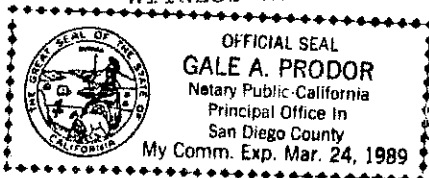
Marty Goldsmith
PAMELA SUE GOLDSMITH

Kris K. Goldsmith
KRIS K. GOLDSMITH

STATE OF California)
County of San Diego) ss

On this 16 day of October, 1986, before me, the undersigned Notary Public in and for said State, personally appeared Chris Davis, known or identified to me to be the President of TRAVELERS MORTGAGE CORPORATION, the corporation that executed the above instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS MY SEAL.



Gale A. Prodor
Notary Public for San Diego
Residing at San Diego

STATE OF IDAHO)
 : ss
County of Ada)

On this 17th day of AUGUST, ¹⁹⁸⁷~~1986~~, before me, a notary public in and for said State, personally appeared ~~PAMELA SUE~~ ^{MARTY} ~~GOLDSMITH~~, known and identified to me to be the person whose ^{Goldsmith} name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS MY SEAL.

Margaret E. Alleman
Notary Public for Idaho 2/26/92
Residing at ~~Boise~~, Idaho
MERIDIAN

STATE OF IDAHO)
 : ss
County of Ada)

On this 2d day of September, 198~~6~~⁷, before me, a notary public in and for said State, personally appeared KRIS K. GOLDSMITH, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS MY SEAL.

Shonna Russell
Notary Public for Idaho
Residing at Boise, Idaho

LE A S E

THIS INDENTURE Made this 7 day of February, 1956,
by and between R. B. RANDELL and CHLOE RANDELL, his wife, herein-
after called Lessor, and VERNON W. GOLDSMITH whose wife is JEWEL
L. GOLDSMITH, hereinafter called Lessee,

WITNESSETH:

1. That for and in consideration of the agreement and
covenants herein contained and of the rents reserved herein, the
Lessor does hereby and by these presents lease, let and demise
unto the Lessee the following described property situate in Blaine
County, State of Idaho, to-wit:

That certain parcel of land consisting of approximately
three (3) acres surrounding the group of small natural
hot water springs that are located in the Northeast
Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section
Thirty-four (34), Township Three (3) North, Range Seven-
teen (17) East, Boise Meridian, which tract of land
is more fully described as follows:

Commencing at a point on the fence line which runs
east and west along the northerly side of Deer Creek,
Two Hundred (200) Feet west of the intersection of
said fence line with a line projected north from the
center of said spring area to said fence line thence
easterly along said fence line to the point where that
fence intersects a fence line running generally north
and south, said fence line being the west line of the
Clarendon Hot Springs Ranch, thence southerly along
said west line fence of the Clarendon Hot Springs Ranch
Five Hundred Twenty-five (525) feet, thence on a line
from said last point to the point of beginning, subject
to use by the Lessor and his licensees of the roadways
now on the demised premises.

It is understood that the parcel of land subject to this lease
has been inspected and viewed by both parties together and that
the limits and boundaries thereof have been agreed upon and that
stakes, fences or other boundary markers clearly defining the
leased area have been or as soon as possible after the execution
of this lease will be installed.

2. Lessor reserves from this lease, however, all of the
right, title and ownership in and to the water flowing from or
produced by said springs or otherwise produced or developed on
the demised premises. It is specifically understood and agreed,

However, the Lessee shall at all times have the right to use of said water for domestic heating purposes and for swimming pools, wading ponds and similar recreational use. It is understood and agreed that the full flow of said springs of water will from time to time be required for some or all of the foregoing purposes but that at other times a lesser amount of flow will probably be required for such uses. All water coming from said springs not used by the Lessee shall be transmitted off the demised premises through the channel in which the water from said springs is now flowing. Any sale, rental or other disposition by the Lessor of the water coming from said springs shall be subject to the prior right of the Lessee to the use thereof as in this lease provided, irrespective of whether the Lessee has at or prior thereto made full or complete use of the water right given him herein and no right to the use of the water of said springs shall be created or established in any manner which shall be prior or paramount to the rights given the Lessee to make use of said waters in the manner herein provided at any time during the term of this lease.

3. It is understood and agreed that the Lessee shall use the demised property primarily for summer homes purposes and in this respect the Lessee covenants that no commercial enterprise or activity catering to the public or any special limited group shall ever be conducted on the demised premises during the term of this lease but that all of the activities on the demised premises, including the use of any pools constructed thereon, shall be of a private nature consistent with the use of said premises as a summer homes area. And Lessee further covenants that unless permission is obtained from the Lessor no more than four summer homes constructed as single family dwelling units, shall be erected on the demised premises. In the use of the demised property the Lessee covenants and agrees: that said property shall always be maintained in a neat and orderly appearance, that refuse and garbage shall not be permitted to accumulate on the premises; that any and

all plumbing toilets shall be installed and maintained according to accepted health standards; that the property shall not be so used as to result in undue pollution of water on or near the demised premises and that no buildings or activities will be constructed or carried on on the premises which shall be a nuisance to the public or to the Lessor or any tenants of Lessor in near or adjacent areas. Nor will Lessees carry on or permit to be carried on unlawful activities on the demised premises. It is understood that Lessee and sublessees may keep saddle horses for recreational use on the demised premises.

4. It is understood that the Lessee intends to sublease parts of the demised premises and that such sublease as well as the principal lease will from time to time be assigned or come under the term of this lease. The Lessee covenants that all subleases executed by him or any of the owners of this lease from time to time shall contain all of the restrictions and covenants with respect to the use of the demised premises as are specified in this lease.

5. The term of this lease shall be for a period of Ninety-nine (99) years from date hereof.

6. The rents herein reserved shall be in the amount of Three Hundred Dollars (\$300.00) for each calendar year included in the term hereof, the rent for the calendar year 1956 being payable upon the execution of this agreement but for all other calendar years said rent shall be payable on or before January 10 of each such year. The Lessee covenants and agrees that the said rental payments herein provided will be made at or before the time that each such payment becomes due.

7. It is further understood and agreed that if the Lessee commits any breach of any of the covenants or conditions or terms of this lease, or if any such terms, conditions or covenants hereof are breached or violated by any sub-tenant or assignee of the Lessee then it shall be optional with the Lessor to fully terminate and forfeit this lease and enter into possession of the premises and exclude all other persons therefrom; provided, however, that no breach of any covenant or agreement shall be grounds for the

termination of this lease, except breach the covenant to pay the rent required herein, unless the Lessor has given written notice to the Lessee 60 days prior to said termination, specifying the nature of said breach and requiring the same to be remedied, if it can be remedied, within said 60 day period and the Lessee fails within such time to remedy said breach or cause the same to be remedied. Upon the exercise of his option to terminate this lease according to the terms of this paragraph, the Lessor shall give the Lessee written notice of the fact of such termination and thereafter Lessee shall have a period of 90 days from the date of said notice as time within which to remove all of his property located on the premises including the improvements that he has made thereon. All such property not removed within said 90 day period shall become the property of the Lessor who at the termination of said period shall have the right to re-enter said premises and take possession thereof. All notices required by this paragraph shall be deemed fully given if deposited in the United States mail, ordinary or certified, addressed to the Lessee at Twin Falls, Idaho, or such other address as the Lessee shall furnish to the Lessor in writing during the term of this lease. And the date of any such mailing in the United States Post Office shall be deemed the date such notice was given. Upon termination of the lease in the manner herein provided all future liability for rent beyond the year of termination shall cease, but Lessor shall retain all claims he may have for damages against time or causes other than for rent.

8. It is understood and agreed that all of the improvements made on the demised premises shall be and remain the property of the Lessee who shall be responsible for the taxes and assessments that may be levied against them. The Lessor shall be responsible only for taxes and assessments levied against the demised premises exclusive of improvements.

9. It is expressly understood and agreed that waiver of any of the provisions of this lease at any time by the Lessor shall not constitute or be cause for a subsequent waiver of the same provision at any future date and that acquiescence by the

Lessor in any conduct or activity which may constitute a breach of any covenant of this lease shall not estop the Lessor from objecting at any time to the continuance of such conduct or activity or to the resumption of the same.

10. As long as the terms of this lease are complied with by the Lessee the Lessor warrants to the Lessee peaceable and quiet possession of the premises against the Lessor and all persons claiming under him. The Lessee covenants for and on behalf of himself and his sub-tenants that upon the expiration of this lease, or sooner upon its termination in accordance with the terms hereof, he will quietly and peaceably yield up possession of said premises to the Lessor or his assigns.

All of the terms and covenants of this lease shall be binding upon the heirs, executors, administrators and assigns of all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7 day of February, 1956.

R B Randall
Chloe Randall

LESSOR

Thomas Goldsmith
Jewell L. Goldsmith

LESSEE

STATE OF IDAHO)
County of Twin Falls) ss.

On this 7 day of February, 1956, before me the undersigned, a Notary Public in and for said County and State, personally appeared R. B. RANDELL and CHLOE RANDELL, his wife, 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.


Notary Public for Idaho
Residing at Twin Falls, Idaho

STATE OF IDAHO)
County of Twin Falls) ss.

On this 7 day of February, 1956, before me the undersigned, a Notary Public in and for said County and State, personally appeared VERNON W. GOLDSMITH whose wife is JEWEL L. GOLDSMITH, known to me to be the persons whose names are subscribed in 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.


Notary Public for Idaho
Residing at Twin Falls, Idaho