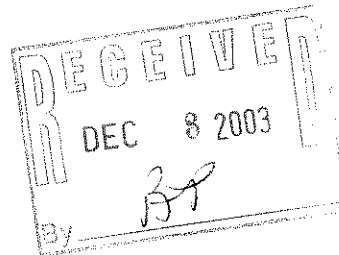


707 West 300 South
Blackfoot, ID 83221
December 5, 2003

Cindy Bird
Idaho Department of Water Resources
15 West Center
Soda Springs, ID 83276



Dear Cindy Bird:

Subject: Supporting Claim Information for Claim # A27-37A

Attached please find supporting information for the 25 inches of the James Welch, March 20, 1886, water decree which I filed on in Claim A27-00037N.

The Welch water in this claim came via James Welch to Sarah Welch (George W. Jones) - November 27, 1917 to Artie Wright - May 3, 1926 to Merlin F. Wright - October 30, 1931 to Richard E Yancey - August 23, 1945 and then to Merlin E Yancey as outlined in the supporting information.

I hope this information will be helpful to you in verifying my claim. If you have any additional questions please let me know.

I will also have the other current owners of this water right complete the "Notice of Change in Water Right Ownership" forms and submit these to you shortly. I have several of these forms on hand.

Very truly yours,

Handwritten signature of Merlin E Yancey.

Merlin E Yancey

Book 41 Page 386 (27 Nov. 1917) James Welch to Sarah Welch, Property conveyed to George W. Jones (see paragraph 2) with 150 inches of James G. Welch decree.

1

386

No. 1200

WARRANTY DEED

THIS INDENTURE, Made the 5th day of December in the year of our Lord one thousand nine hundred and eighteen, between James W. Welch, unmarried, of the County of Bingham and State of Idaho, the part Y of the first part, and Sarah A. Welch, of the County of Bingham and State of Idaho, the part Y of the second part, WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of TWO THOUSAND DOLLARS, lawful money of the United States of America, to him in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, sell, bargain and convey and confirm unto the said part Y of the second part, and to her heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

All of his right, title, and interest in and to the Lot numbered Five (5) in Section Twelve (12) and the Lot numbered One (1) in Section Thirteen (13), all in Township Three (3) South of Range Thirty-four (34) east of the Boise Meridian in Idaho.

Together with the ditches, ditch rights of way and water rights thereto appertaining and particularly one hundred fifty inches of water in Blackfoot River as decreed to James G. Welch.

This deed is executed and delivered expressly subject to that certain agreement for the sale of said described real property made and entered into the 27th day of November, 1917, between the parties herein named, as parties of the first part, and George W. Jones, as party of the second part, by the terms of which the said first parties agreed to convey said described premises to the said George W. Jones upon payment by him of the sum of Four Thousand Dollars, in the manner therein specified.

\$2.00 I. R. S. attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part Y of the second part, and to her heirs and assigns forever, and the said part Y of the second part, her heirs and assigns, against the said part Y of the first part and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John W. Jones. James W. Welch, [SEAL] [SEAL] [SEAL] [SEAL]

STATE OF IDAHO, } ss. COUNTY OF Bingham, }

I DO HEREBY CERTIFY, That on this 6th day of December, in the year 1918, before me, John W. Jones, a Notary public, in and for said County and State, personally appeared James W. Welch

RECEIVED
DEC 8 1918
Book No. 386
By

Information on Merlin E Yancey Claim A27-00037N
Pedigree of the James G. Welch Water Decree

9

Book 41 page 468, (May 20, 1921) Sarah Welch conveys to Lorenzo Thomas & William Stephens property from page 1 with only 100 inches of James G. Welch decree. Note: 150 inches (page 1) minus 100 inches (this page) leaves a net of 50 inches of the Welch decree to be accounted for (See page 3).

468

WARRANTY DEED

No. 2677

DEC 8 2003
Book No. 11

By *BS* in the year of our Lord one

THIS INDENTURE, Made the 20th day of May
thousand nine hundred and Twenty-one, between
Sarah A. Welch, a widow,--
of the County of Bingham and State of Idaho, the party of the first part, and
Lorenzo R. Thomas and William W. Stephens,
of the County of Bingham and State of Idaho, the parties of the second part,
WITNESSETH, That the said party of the first part, for and in consideration of the sum of
Four Thousand and NO/100 ---- DOLLARS,
lawful money of the United States of America, to me in hand paid by the said parties of the second part, the receipt
whereof is hereby acknowledged
do th by these presents grant, sell, bargain and convey and confirm unto the said parties of the second part, and to their
heirs and assigns forever, all the certain lot, piece s or parcel s of land situate, lying and being in the
County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The Lot numbered five (5) in Section twelve (12), and
the Lot numbered one (1) in Section thirteen (13), all in
Township three (3) South of Range thirty-four (34) East of the
Boise Meridian, in Idaho; together with the ditches, ditch
rights of way, water and water rights thereunto belonging, and
particularly one hundred inches of the waters of Blackfoot
River as decreed to James G. Welch.

\$4.00 I. R. S. attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise apper-
taining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto
incident, unto the said parties of the second part, and to their heirs and assigns forever, and the said party of the
first part, and her heirs, and the said premises in a quiet and peaceable possession of the said parties of the
second part, their heirs and assigns, against the said party of the first part and her heirs, and against all
and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents
forever defend.

IN WITNESS WHEREOF, The said party of the first part ha s hereunto set her hand and seal
the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John W. Jones

Sarah A. Welch [SEAL]
[SEAL]
[SEAL]
[SEAL]

STATE OF IDAHO, }
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 20th day of May in the year 1921, before me,
John W. Jones, a Notary Public in and for said County and State, personally appeared
Sarah A. Welch, a widow,
known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged
to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, Bingham County,
Idaho the day and year first above written.

Seal.
My commission expires July 16, 1921.

John W. Jones, Notary Public,
for the State of Idaho, Residing at Blackfoot, Idaho.

Recorded at the request of Lorenzo R. Thomas, June 7, 1921 at 11:00 A.M.

Book 21 page 237, George Wright to Artie Wright (May 4, 1909) (1 share - 50 inches Blackfoot Irrigation, 1/2 interest in any and all waters of the Blackfoot River owned by George Johnson ?) Artie obtains 50 inches of the James G. Welch decree May 3, 1926 as owner of this property from George W. Jones who obtained it from James Welch (via Sarah Welch)

WARRANTY DEED

RECEIVED
DEC 8 2003 237 24
BOOK No. 21

This Indenture, Made the 4th day of November in the year of our Lord one thousand nine hundred and nine, between George Wright and Ella Wright his wife of the County of Bingham and State of Idaho, the part 1st of the first part, and of the County of Bingham and State of Idaho the part 2 of the second part, WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of twenty eight hundred and (\$2870.00) Seventy 00/100 lawful money of the United States of America, to them in hand paid by the said part 2 of the second part, the receipt whereof is hereby acknowledged, do hereby presents grant, sell, bargain and convey and confirm unto the said part 2 of the second part, and to his heirs and assigns forever, all the certain lot piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: The North 18 acres of the Southeast quarter of the Northeast quarter and the Northeast quarter of the North east quarter of Section 23 in township 3 South of range 34 east of Boise Meridian in Idaho, Together with one share water in the Blackfoot Irrigation Co. and one share water in the East Branch of the Blackfoot Irrigation Co. Also half interest in any and all waters of the Blackfoot River owned by George Johnson.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part 2 of the second part, and to his heirs and assigns forever, and the said part 1st of the first part and his heirs, and the said premises in a quiet and peaceable possession of the said part 2 of the second part, his heirs and assigns, against the said part 1st of the first part and theirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of
P. C. Parkinson

George Wright (SEAL)
Ella mark Wright (SEAL)

STATE OF IDAHO,
County of Bingham ss.
I DO HEREBY CERTIFY THAT, On this 4th day of November in the year of 1909 before me, F. C. Parkinson, a Notary Public in and for said County and State, personally appeared George Wright and Ella Wright his wife known to me to be the person whose name are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at [Seal] Idaho the day and year first above written.

My commission expires Sept 16th, 1911 F. C. Parkinson Notary Public

Recorded at the request of Artie Wright, Dec 28, 1911 at 2:30 P.M. J. T. Carruth Recorder
Recorder's fees, \$ By Deputy Recorder

RECEIVED
DEC 8 2003
By *BP*

STATE OF OHIO ss.
COUNTY OF HAMILTON
On this 6th day of November in the year 1935 before me, Wm. H. Bardes, a Notary Public within and for the aforesaid County, personally appeared Ches. Hommeyer, and W. C. Dunkhorst, known to me to be the Vice-President and Assistant Treasurer, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Wm. H. Bardes
Notary Public in and for Hamilton County,
Ohio, Residing at 1462 Aster Pl.
Cincinnati, Ohio

SEAL
My commission expires: January 22, 1937.

Recorded at the request of The Bingham Title & Trust Co., Feb. 1, 1936 at 11:54 A. M.
By *N. J. Denny* Deputy Jno. H. Falk, Recorder
No. 5167 GEORGE W. JONES ETUX TO ARTIE WRIGHT

THIS INDENTURE, made the 3rd day of May, 1926, between GEORGE W. JONES and NANCY E. JONES, husband and wife, of the county of Churchill, state of Nevada, the parties of the first part, and ARTIE WRIGHT, of the county of Bingham, state of Idaho, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of ten (\$10.00) dollars, lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever quitclaim unto the said party of the second part, and to his heirs and assigns, all of the right, title and interest of the said parties of the first part, of, in and to the following waters, described as follows, to wit: Fifty (50) inches of the waters of Blackfoot River out of the decree in the action in the District Court of the Fifth Judicial District of the State of Idaho in and for the County of Bingham wherein Fred B. Stevens et al., were plaintiffs and Eastern Idaho Water Company et al., were defendants, to James Welch of four hundred (400) inches of the waters of Blackfoot River with date of priority March 20, 1886.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

ON WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, the day and year first above written.
STATE OF NEVADA, ss. George W. Jones
COUNTY OF CHURCHILL. Nancy E. Jones.

On this 5 day of May, 1926, personally appeared before me, a notary public in and for the said county of Churchill, George W. Jones and Nancy E. Jones, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said county of Churchill, the day and year in this certificate first above written.
My commission expires May 9, 1927.

SEAL G. J. Denny, Notary Public
Recorded at the request of Artie Wright Feb. 4, 1936 at 2:30 P. M.
By *N. J. Denny* Deputy Jno. H. Falk, Recorder
No. 5167 BINGHAM CO. TO BESSIE FRANCES BADGER
DEED OF COUNTY PROPERTY

THIS INDENTURE, made and entered into
between the County

Water purchased by Artie Wright from George W. Jones

Book 58 Page 454: (May 3, 1926) George W. Jones (see page 1 - owner of 150 inches) conveys to Artie Wright 50 inches of the James Welch decree of 400 inches that was not conveyed to Thomas and Stephens - page 2). NOTE: 150 inches (27 Nov. 1917) minus the 100 inches (May 20, 1921) equal 50 inches (May 3, 1926) which George W. Jones transfers to Artie Wright.

Book 56 page 89, Artie Wright conveys property to M.F. Wright (20 Oct 1931) One Share of Blackfoot Irrigation Co. Water. No mention of Central Ditch Co. or the Welch Water in this transfer, however both Artie Wright and Merlin F. Wright owned shares of Central Ditch Stock. George Wright and Artie Wright owned stock in the earlier Welch Irrigation Co. (Incorporated 23 Mar 1914).

RECEIVED
DEC 8 2003
BOOK No. 56

WARRANTY DEED

No. 5644

THIS INDENTURE, Made the 20th day of October in the year of our Lord one thousand nine hundred and thirty-one, between Artie Wright and Lillian Wright, husband and wife, of the county of Bingham and State of Idaho, the parties of the first part, and M. F. Wright, of the County of Los Angeles and State of California, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of five thousand and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The North 1/2 acre of the SE 1/4 of the NE 1/4, also the NE 1/4 of the NE 1/4 all in Section 23, Township 3 South, Range 14, E. 3. M., in Idaho, excepting from the last named tract the following described property heretofore deeded to School District No. 18; Beginning at a point 2 rods West of the Northeast corner of Section 23, Township 3 South, Range 14, E. 3. M. above mentioned, running thence West 18 rods 11 feet; thence South 18 rods 11 feet; thence East 18 rods 11 feet; thence North 18 rods 11 feet to the point of beginning, said last named tract containing 1 acre, more or less. Also excepting road right-of-way deeded to Bingham County.

Together with the water rights represented by one share of the capital stock of the Blackfoot Irrigation Company, a corporation, and as well the carrying capacity therefor in the Riverton Ditch Company.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

J. B. Anderson

Artie Wright (SEAL)
Lillian Wright (SEAL)

STATE OF IDAHO, ss.
County of Bingham

I DO HEREBY CERTIFY, That on this 20th day of October in the year 1931, before me, J. B. Anderson, a Notary Public, in and for the State of Idaho, personally appeared Artie Wright and Lillian Wright, husband and 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 WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot, in Bingham County, Idaho, the day and year first above written.

J. B. Anderson,
Notary Public for the State of Idaho
Residing at Blackfoot, Idaho

My commission expires February 1st, 1934

Recorded at the request of ARTIE W. WRIGHT, April 18, 1932 at 12:50 P. M.

RECEIVED
DEC 8 2003
BP

WARRANTY DEED

Book No. 70

No. 48384

THIS INDENTURE, Made the 23d day of August in the year of our Lord

one thousand nine hundred and forty-five, between Merlin Foster Wright, the same person as Merlin F. Wright and Winnie O. Wright, husband and wife,

of the County of Los Angeles State of California, the parties of the first part, and

Richard E. Yancey of the County of Bingham State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of (\$5,800.00) FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS,

lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the certain lots, pieces or parcels of land situate, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit: The North 18 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23 Township 3 South, Range 34 E.B.M., containing 58 acres, more or less, except a square tract of ground 12 rods 11 feet by 12 rods 11 feet in the Northeast corner of last described tract, used for school purposes; and \$125.00 Federal Land Bank Stock. Together with 1 share of the capital stock of the Blackfoot Irrigation Company and 1 share of the capital stock of the East Branch of Blackfoot Irrigation Company and 25 inches of the waters of Blackfoot river, being part of the waters awarded to James Welch by decree of the Fifth Judicial District Court of Bingham County, Idaho.

And, Commencing at a point 144 feet South of the Northeast Corner of Section 23, Township 3 South, Range 34 East, Boise Meridian, running thence West 254 feet, thence South 66 feet, thence East 254 feet, thence North 66 feet to the point of beginning.

\$6.60 I.R.S. Attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ss.

I DO HEREBY CERTIFY THAT on this 31st day of August, 1945, before me the undersigned, a *****
unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Notary Public, commissioned in and for said County and State, personally appeared Winnie O. Wright, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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

STATE OF IDAHO, ss. SEAL
COUNTY OF Bingham
E. P. Monson, a Notary Public commissioned in and for the State of Idaho, personally appeared Merlin Foster Wright, the same person as Merlin F. Wright, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

I DO HEREBY CERTIFY, That on this 23rd day of August in the year 1945, before me, E. P. Monson, a Notary Public commissioned in and for the State of Idaho, personally appeared Merlin Foster Wright, the same person as Merlin F. Wright, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot in Bingham County Idaho the day and year first above written.

My commission expires July 10, 1947. SEAL
E. P. Monson
Notary Public for the State of Idaho

Residing at Blackfoot, Idaho

Recorded at the request of Mrs. Richard Yancey on Sept. 25, 1945 at 3:30 p.m.

Recorder's Fees, \$1.40
Jno. H. Falk Recorder
mbt Deputy Recorder

Book 70 Page 83 Merlin F. Wright conveys to Richard E Yancey with 1 share (50 inches) Blackfoot Irrigation Company water & 25 inches of James G. Welch decree. (Artie Wright originally had 50 inches of the Welch Decree - See page 3)

The property conveyed to Richard E Yancey is currently owned by Merlin E Yancey, Marvin R Yancey, Bryan & Carrie Hopkins and Troy & Lucille Hall. Merlin Yancey filed claim, March 14, 1997, on the 25 inches of Welch Water conveyed by the above deed to Richard E Yancey since Richard Yancey (now deceased) had not filed a claim on this water.

List of Current Property Owners

Parcel T-7905 The Church of Jesus Christ of Latter-day Saints. Not part of the property owned by Artie Wright. Joseph Gordon sold this property to School District 56 September 20, 1893 and the Church later purchased it.

Parcel T-11559 Troy and Lucille Hall

Parcel 12035 Bryan and Carrie Hopkins

Parcels T-12457 & T-10527 Marvin R Yancey

Remainder Merlin Yancey T-4639, T-13237 & (WD 450944 & 490196)

I am unable to identify what if any Blackfoot River water may have been owned by George Johnson as mention when George Wright sold the property to Artie Wright, i.e, "1/2 interest in any and all the Blackfoot River water owned by George Johnson". (Nov 4, 1909) - See Page 4.

Best regards,
Merlin E Yancey

