

November 18, 2003

Cindy Bird  
15 West Center Street  
Soda Springs, Id  
83276

Re: 27-2012A

Dear Cindy;

Enclosed are some receipts showing payment by Basil Poulson (my father) for Sand creek water.

Also enclosed is an agreement of sale from Adams to Tubbs, prior owners of my property. There is reference to 461 inches of Sand Creek water for irrigation of my property as being part of the sale agreement.

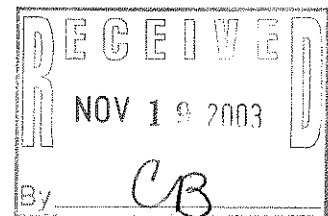
I am looking forward to meeting with you and persuing this issue to conclusion.

Please let me know if there is anything further I can provide for you to secure my proper water rights.

Sincerely,



Bonnie Gardner



# NOTICE of Watermaster District No. 27

## RECEIPT of Watermaster District No. 27

No 85 Blackfoot, Idaho March 31 19 73

RECEIVED FROM:

Basil Poulson

Route # 1

Blackfoot, Idaho

Sand Creek Ditch Sec.

Twp. Range E.B.M.

Estimated Expense for 1973 53.67

Corrections based on actual water deliveries for

previous year To be added

To be Deducted 5.78

Total assessment to be paid 47.89

Please Send Payments to Bingham County Treasurer  
Box 190, Blackfoot, Idaho 83221

RECEIVED FROM:

No 171

Blackfoot, Idaho April 1 19 75

Basil Poulson

R# 1

Blackfoot, Idaho 83221

Sec.

Ditch

E.B.M.

Range

Twp.

Estimated Expense for 1975

Corrections based on actual water deliveries for

To be added

1974

To be Deducted

77.51

Total assessment to be paid

You are hereby notified that the Watermaster District No. 27 Assessment is now due and payable. The annual meeting of the Waterusers Association of Watermaster District No. 27 adopted a resolution providing that no water assessments are paid. Interest will be charged at the rate of 8 per cent per annum after June 1, on unpaid assessments.

Please Send Payments to Bingham County Treasurer

# NOTICE of Watermaster District No. 27

Nº 85

Blackfoot, Idaho March 31 19 73

Nº 85

## RECEIVED FROM:

Basil Poulsen  
Route # 1  
Blackfoot, Idaho  
Sand Creek Ditch Sec.  
Twp. Range E.B.M.  
Estimated Expense for 1973 53.67  
Corrections based on actual water deliveries for  
previous year To be added  
To be Deducted 5.78  
Total assessment to be paid 47.89

Please Send Payments to Bingham County Treasurer  
Box 190, Blackfoot, Idaho 83221

*Paid by check*  
*3/31/73*

You are hereby notified that the Watermaster District No. 27 Assessment is now due and payable. The annual meeting of the Waterusers Association of Watermaster District No. 27 adopted a resolution providing that no water be delivered until all assessments are paid. Interest will be charged at the rate of 8 per cent per annum after June 1, on unpaid assessments.

# NOTICE of Watermaster District No. 27

Nº 42

Blackfoot, Idaho March 31 19 72

Nº 42

## RECEIVED FROM:

Basil Poulsen  
R# 1  
Blackfoot, Idaho  
Sand Creek Ditch Sec.  
Twp. Range E.B.M.  
Estimated Expense for 1972 48.30  
Corrections based on actual water deliveries for  
previous year To be added  
To be Deducted 1.77  
Total assessment to be paid 46.53

Please Send Payments to Bingham County Treasurer  
Box 190, Blackfoot, Idaho 83221

You are hereby notified that the Watermaster District No. 27 Assessment is now due and payable. The annual meeting of the Waterusers Association of Watermaster District No. 27 adopted a resolution providing that no water be delivered until all assessments are paid. Interest will be charged at the rate of 8 per cent per annum after June 1, on unpaid assessments.

INDEXED

COMPARED

17680

STATE OF IDAHO, }  
County of Bingham, } ss

I hereby certify that the within  
instrument was filed for record in  
this office at the request of \_\_\_\_\_

Emory N. Paulson

on the 4 day of Oct. 1950

at 30 minutes past 3 o'clock

P. M. and was duly recorded in

Book 8 of Bond for Page 44

Bingham County Records.

U. F. Hootton  
County Recorder  
Stella C. Thiona  
Deputy Recorder

Recorder's Fee \$ 3.25

Wilson Avenue  
City.

V. E. ...

AGREEMENT OF SALE

THIS AGREEMENT, Made and entered into this 4th day of October, 1950, by and between George G. Adams and Myrtle Adams, husband and wife, of the County of Bingham, State of Idaho, the parties of the first part, and Emory N. Poulson, also of the County of Bingham, State of Idaho, party of the second part, witnesseth: In consideration of the sum of \$7,600.00, to be paid to the parties of the first part, as hereinafter provided, WHEREAS, on the 6th day of December, 1948, the parties of the first part entered into a written agreement for the sale of the lands and premises hereinafter described to Verl A. Tubbs and Alta Tubbs, husband and wife, of Bingham County, Idaho, and the said purchasers have this date sold, assigned and transferred their rights and interests as purchasers of said premises to said Emory N. Poulson, party of the second part herein, who has agreed to pay to the parties of the first part the sum of \$7,600.00, in installments, with interest and in the manner hereinafter provided, for a conveyance of title in fee to said premises upon the completion of the payment of said sum, and the parties of the first part having agreed to accept said sum in full payment of their interest as vendors in said premises; and

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements on the part of the said party of the second part hereinafter contained, the said parties of the first part agree to sell and convey unto the said party of the second part, and the second party agrees to buy, all that certain lot, piece or parcel of land, situate, lying and being in the County of Bingham, State of Idaho, and bounded and particularly described as follows, to-wit:

The North half of Section Fourteen, in Township Two South, Range Thirty-six, East of the Boise Meridian.

Together with the water and water rights, ditches and ditch rights of water appurtenant thereto and used for the irrigation thereof, and particularly 461 inches of the waters of Sand Creek for the irrigation thereof. To the party of the second part,

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appearing, preappertaining. Policies to be paid by the party of the first part for the sum of SEVEN THOUSAND, FIVE HUNDRED and no/100 Dollars, in lawful money of the United States; and the said party of the second part, in consideration of the premises, agrees to pay to the first parties the said sum of SEVEN THOUSAND, FIVE HUNDRED and no/100 Dollars, in installments, together with interest on all deferred payments and unpaid balances at the rate of five percent per annum, as follows:

The sum of \$100.00 upon the execution of this agreement, receipt of which is hereby acknowledged by the first parties; the sum of \$1,900.00, together with accrued interest, on or before the 15th day of December, 1950; the sum of \$1,000.00, together with accrued interest on or before the 15th day of December, 1951, and a like sum of \$1,000.00, together with accrued interest, on or before the 15th day of December of each year thereafter, until the full amount of said purchase price, together with the interest all that shall accrue on the decreased balances thereof, shall have been fully paid; provided, that the party of the second part shall have the privilege of paying all or any part of the unpaid balance of said purchase price on any installment payment date, and to thereby sooner discharge this contract.

The party of the second part agrees to possess, maintain and preserve the said premises in good order, repair and condition during the term of this agreement and further agrees to commit no waste upon said premises or to suffer waste to be committed thereon by others during said term.

It is further agreed that all buildings now existing or hereafter placed on said premises shall be kept fully insured

against loss by fire, with loss payable to the parties of the first part, as present owners, and to the party of the second part as purchaser under contract, as their respective interests may appear, premiums on said policies to be paid by the party of the second part. The party of the second part further agrees to pay all taxes and assessments of whatever nature levied upon said premises during the term of this contract.

In the event of a failure to comply with the terms hereof, or to make the payments when due as herein specified by the second party, and after demand in writing that the terms hereof be complied with or payments which are in default made within thirty days from the date of said demand on the second party, and continued default, the said first parties shall be released from all obligations in law or equity to convey said property and may immediately re-enter and take possession of said property and every part thereof and eject the said second party therefrom; and the said parties of the first part shall in such event be released from all obligations either in law or in equity to convey the said property as herein provided, and any amount or amounts which shall have been paid hereon by the second party shall and may be retained by the first parties and accepted by them as rental for said property during such occupancy by the second party, and as liquidated damages for the breach of this contract; and said second party shall forfeit all right thereto and all payments made on said property.

And the said parties of the first part, on receiving such payments, at the times and in the manner above mentioned, agree to execute and deliver to the said party of the second part, or to his assigns, a good and sufficient warranty deed to said property, together with an abstract of title showing good and marketable title thereto.

The parties of the first part further promise and agree to dig and enlarge the ditch for the irrigation of said premises from the outlet at the government canal in Section 6, Township 2 South, Range 37, E.B.M., to the new ditch constructed by Florian Wernette in Section 12, Township 2 South, Range 36, E.B.M., so as to make the same fully adequate for conveyance of 461 inches of water to the lands hereby sold to the second party, the bottom of said ditch to be at least six feet in width, and such work to be completed during the year 1950.

It is further agreed that the provisions of this agreement shall apply to and bind the heirs, executors, administrators and assigns of the respective parties.

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

George G. Adams

Myrtle Adams  
Parties of the first part.

Emory N. Poulson  
Party of the second part.

STATE OF IDAHO, )  
                              ; SS.  
County of Bingham)

On this 4th day of October, 1950, before me, H. William Furchner, a Notary Public in and for the State of Idaho, personally appeared George G. Adams and Myrtle Adams, husband and wife, and Emory N. Poulson, 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.

Received of Emory Boulson on Dec 11, 1938  
Nineteen Hundred Seventeen & 8/100 Dollars.  
George A Adams