

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: A43-02167B
Date Received: 3/28/1989
Receipt No: S006701
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: THAYNE MICKELSON
Address: 5200 HOLLOW RD
MIBLEY UT

84321

435-245-6144

7986

Name: LAURA MICKELSON
Address: 5200 HOLLOW RD
NIBLEY UT

84321

435-245-6144

2. Date of Priority: MAY 25, 1914

3. Source: RAFT RIVER
GROUNDWATER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	26	NW	NE	SW		CASSIA
		27	NE	NE	SW		CASSIA
			NW	NW	SE		CASSIA
			SW	SW	SE		CASSIA
		33	NE	NE	NE		CASSIA

5. Description of diverting works:

PUMP IN CREEK & 4 WELLS WITH PUMPS TO COMMON MAINLINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

7. Total Quantity Appropriated is:

1.600 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is 2385.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	26E	26	NE	NW		IRR	22.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	35.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
						Section Acres	367.0
		27	NE	NE		IRR	40.0
			NW	NE		IRR	24.0
			SW	NE		IRR	18.0
			SE	NE		IRR	25.0
			NE	SW		IRR	22.0
			SW	SW		IRR	20.0
			SE	SW		IRR	35.0
			NE	SE		IRR	40.0
			NW	SE		IRR	34.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	338.0
		28	SE	SE		IRR	25.0
						Section Acres	25.0
		33	NE	NE		IRR	35.0
						Section Acres	35.0
		34	NW	NW		IRR	30.0
						Section Acres	30.0
						Total Acres	795.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

A43-02534, A43-02381, A43-00120, A43-10069

14. Remarks:

ALL THE WR'S ARE USED IN ONE IRRIGATION SYSTEM ON THE P/U LISTED.
SINCE THE RAFT RIVER IS INJECTED INTO THE MAINLINE SYSTEM THE
WATER MAY BE USED ON ANY 80 ACRES WITHIN THE P/U.

AMENDED CLAIM 12/03/1990: CHANGED SOURCE AS LICENSED.

AMENDED CLAIM 9/21/92 TO ADD GROUNDWATER AS SOURCE.

THE POINT OF DIVERSION IN SEC 27 NENESW IS FROM RAFT RIVER;

ALL OTHER POINTS OF DIVERSION ARE FROM WELLS.

4-6-2000: OWNERSHIP CHANGE MILLER TO MICKELSON PER DEED SUBMITTED

15. Basis of Claim: LICENSE

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): A43-10069 A43-10070
A43-00120, A43-02167B, A43-02381, A43-02534B
 Adjudication Claim No(s): _____

2. The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant Richard L Miller
6500 S 1600 W Hyrum UT 84319

4. New Owner/Claimant(s) Thayne, Laura Mickelson
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 5200 Hollow Rd.
 City, State and ZIP Code Nibley UT 84321
 New Telephone Number 435 245-6144

5. Date you acquired the property 11-17-99

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s) Thayne R Mickelson
Laura Mickelson

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

Cache Valley Bank
101 North Main
Logan, UT 84319
ATTN: Brad Peterson

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ORDER NUMBER: 32319

1. Effective Date: November 4, 1999 at 8:00 A. M.

2. Policy or Policies to be issued:

A. ☒ ALTA Owners Policy - Standard Coverage
(10/17/92)

Amount \$537,000.00
Premium \$1,688.25

Proposed Insured:

THAYNE MICHELSEN and LAURA MICHELSEN

B. ☒ ALTA Loan Policy ☒ Standard ☐ Extended
(10/17/92)
☐ With Endorsements

Amount \$537,000.00
Premium \$40.00
Premium S

Proposed Insured:

CACHE VALLEY BANK

C. ☐

Amount S
Premium S

Proposed Insured:

3. The Estate or Interest in the land described or referred to in this Commitment and covered herein is **FEE SIMPLE** and is at the effective date vested in:

**RICHARD L. MILLER and SONJA W. MILLER,
husband and wife**

4. The land referred to in this Commitment is situated in the County of **CASSIA**, State of Idaho, and described as follows:

SEE SCHEDULE A, PAGE 2

COPY

Countersigned: _____

Authorized Officer or Agent

This Commitment is valid only if Schedule B is attached.

CONTINUATION

SCHEDULE A

Order Number: 32319

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26:	NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 27:	E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 28:	SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33:	NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 34:	NW $\frac{1}{4}$ NW $\frac{1}{4}$

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Order Number: 32319

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
 - a. **Deed from Richard L. Miller and Sonja W. Miller, husband and wife to Thayne Michelsen and Laura Michelsen, husband and wife.**
 - b. **Mortgage from Thayne Michelsen and Laura Michelsen , husband and wife, securing the loan.**
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material. (Applicable to Extended Coverage only)
5. **Release of the property shown as Item No. 4 of Schedule A, hereof, from the lien of Real Estate Mortgage to secure payment of a note for \$250,000.00, and any other amounts as therein provided, together with interest and any other obligations thereby:**

Recorded: February 28, 1994 as Instrument No. 229403 on Film No. 253, records of Cassia County, Idaho.

Dated: February 22, 1994

Mortgagor: Richard L. Miller and Sonja W. Miller, husband and wife

Mortgagee: First Security Bank of Utah, N.A.

MODIFICATION OF MORTGAGE, dated February 22, 1999 and recorded April 9, 1999 as Instrument No. 262031, records of Cassia County, Idaho.

6. **Release of the property shown as Item No. 4 of Schedule A, hereof, from the lien of Mortgage to secure payment of a note for \$75,000.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:**

Recorded: September 7, 1995 as Instrument No. 238506 on Film No. 269, records of Cassia County, Idaho.

Dated: August 25, 1995

Mortgagor: Richard L. Miller and Sonja W. Miller, husband and wife

Mortgagee: First Security Bank of Utah, N.A.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Order Number: 32319

NOTE: In the event this commitment is cancelled prior to the issuance of the policy committed for herein, a fee will be charged in compliance with the State of Idaho Department of Insurance Regulations.

NOTE: Many companies as well as governmental agencies over which the Company has no control are often needed to provide critical information or services to consummate real estate transactions. These companies or agencies may not be prepared for "Year 2000" and related data processing errors (commonly known as "Y2K") in their computer systems. The purpose of this note is to advise you as our customer that if the companies or governmental agencies involved in this transaction are not Y2K compliant, there may be delays in consummating your transaction. Please consider this potential issue as part of your planning for closing this transaction. This Note is for information purposes only and it will not be carried over into any title policy and will not be construed in any way to modify or limit any policy which is issued pursuant to this Commitment/Report.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Order Number: 32319

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereof covered by this Commitment.
8. Liens in favor of the State of Idaho that might be disclosed by any Notice of Lien filed in the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein.
9. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

-Continued-

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

10. Taxes for 1999 and subsequent years, a lien, but not yet due or payable.
11. Reservations contained in Warranty Deed from W. Lester Hawkins and Vivian B. Hawkins, his wife, to Ervin T. Hawkins, dated October 15, 1945 and recorded November 29, 1946 as Instrument No. 157170, records of Cassia County, Idaho, which reads as follows: "Reserving a right of way for irrigation ditch as now constructed along the North side of said property, and a right of way for ingress and egress along the South bank of said ditch." (Affects Section 26, Township 15 South, Range 26 E.B.M.)
12. Reservations contained in Warranty Deed from Ervin T. Hawkin and his wife, Brenda S. Hawkins, to Richard H. Smith, dated January 26, 1948, and recorded September 24, 1948, as Instrument No. 163702 in Book 53 of Deeds on Page 599, records of Cassia County, Idaho, which reads as follows: "The parties of the first part except and reserve unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas, petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry and all other rights which may be necessary for the development, production, and removal of such products." (Covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 26; the S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, all in Township 15 South, Range 26, East of the Boise Meridian.)
13. Reservations contained in Quitclaim Deed from Ervin T. Hawkins and his wife, Brenda S. Hawkins, parties of the first part, to Richard H. Smith, party of the second part, dated January 26, 1948, and recorded September 24, 1948, as Instrument No. 164703 in Book 51 of Deeds on Page 399, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry and all other rights which may be necessary for the development, production, and removal of such products." (Covers the N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26, and the N $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, all in Township 15 South, Range 26, East of the Boise Meridian.)
14. Reservations contained in Warranty Deed from Heleman Stewart and his wife, Sybil S. Stewart, and T. Lynn Stewart, a single man, parties of the first part, to Richard H. Smith, party of the second part, dated October 12, 1951, and recorded November 14, 1951, as Instrument No. 173927 in Book 56 of Deeds, on Page 314, records of Cassia County, Idaho, which reads as follows: "The parties of the first part except and reserve unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas, petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry to develop and remove such products." (Covering the SE $\frac{1}{4}$ of Section 27; W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; all in Township 15 South, Range 26 East of the Boise Meridian.)

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

15. Reservations contained in Warranty Deed from M. R. Stewart, party of the first part, to Richard H. Smith, party of the second part, dated October 12, 1951, and recorded November 14, 1951, as Instrument No. 173928 in Book 56 of Deeds on Page 315, records of Cassia County, Idaho, which reads as follows: "The part of the first part excepts and reserves unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry to develop and remove such products." (Covers NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 15 South, Range 26 East of the Boise Meridian.)
16. Reservation contained in Warranty Deed from Richard H. Smith, a widower, as party of the first part, to Heleman Stewart, T. Lynn Stewart, and M. R. Stewart, as joint tenants and not as tenants in common but to the survivor of them, as parties of the second part, dated October 4, 1951, and recorded May 5, 1953, as Instrument No. 178810 in Book 58 of Deeds, Page 13 records of Cassia County, Idaho, which reads as follows: "The party of the first part excepts and reserves unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas petroleum, naptha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry to develop, produce and remove such products." (Covers E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Township 15 South, Range 26, East of the Boise Meridian.)
17. Reservation contained in Warranty Deed from M. R. Stewart, also known as Mabel R. Stewart; Boyd H. Stewart, also known as Heleman Stewart, and Sybil S. Stewart, husband and wife, and Lynn Stewart, to Richard H. Smith, dated April 5, 1958, and recorded April 15, 1958, as Instrument No. 196831, records of Cassia County, Idaho, which reads as follows: "Reserving unto Grantors herein an undivided one fourth interest in and to any and all oil and mineral rights and to the right to prospect for, develop and remove them from the premises herein granted, should the same be found to exist therein." (Covers the NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34; all in Township 15 South, Range 26 East of the Boise Meridian.)
18. Reservation contained in Warranty Deed from Richard H. Smith, a widower, to Vincent P. Tobin and Norma J. Tobin, husband and wife, dated March 15, 1962, and recorded March 19, 1962, as Instrument No. 5806 on Film No. 12, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving to Grantor 85 per cent of all oil and mineral rights." (Covers the NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26; SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, all in Township 15 South, Range 26 East of the Boise Meridian.)
ASSIGNED BY: Quitclaim Deed from Richard H. Smith, a widower, to Cache Valley Seed and Produce Company, A Utah Corporation, dated August 29, 1973 and recorded September 10, 1973 as Instrument No. 72315 on Film No. 84, records of Cassia County, Idaho. "An undivided one-half interest and all mineral rights Reserved by Grantor."
CORRECTED BY: Quitclaim Deed dated February 6, 1974 and recorded February 22, 1974 as Instrument No. 75008 on Film No. 87, records of Cassia County, Idaho. "This deed is to correct a deed dated August 29, 1973 which was intended to convey only an undivided one-half interest in all mineral rights."

-Continued-

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

19. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and The Condor Company, as Consumer, dated March 27, 1963, and recorded March 25, 1964, as Instrument No. 17602 on Film No. 26, records of Cassia County, Idaho, covering Section 26, Township 15 South, Range 26 East of the Boise Meridian.
20. Geothermal Lease and Agreement between Harlan B. Jensen, also known as Harlan Jensen and Bette J. Jensen, husband and wife, as Lessors, and Cordero Mining Company, as Lessee, dated August 7, 1972, and recorded September 22, 1972, as Instrument No. 65303 on Film No. 78, records of Cassia County, Idaho, covering the SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26; E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; and NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, all in Township 15 South, Range 26 East of the Boise Meridian.
ASSIGNED TO: Sun Oil Company, a Delaware corporation, by an Assignment dated March 23, 1973, and recorded April 2, 1976, as Instrument No. 69080, records of Cassia County, Idaho.
ASSIGNED TO: Sunoco Energy Development Co., a Delaware corporation by an Assignment dated September 19, 1975, and recorded October 30, 1975, as Instrument No. 86469, records of Cassia County, Idaho.
21. Geothermal Lease and Agreement between Richard H. Smith, as Lessor, and Raft River Rural Electric Cooperative, Inc., a corporation, as Lessee, dated August 29, 1973 and recorded September 28, 1973 as Instrument No. 72641 on Film No. 84, records of Cassia County, Idaho. (Affects all of Section 26, Township 15 South, Range 26 East of the Boise Meridian and additional property.)
22. Geothermal Lease and Agreement between Cache Valley Seed and Produce Company, as Lessors, and Raft River Rural Electric Cooperative, Inc., as Lessee, dated August 29, 1973 and recorded September 28, 1973 as Instrument No. 72642 on Film No. 84, records of Cassia County, Idaho. (Affects all of Section 26, Township 15 South, Range 26 East of the Boise Meridian and additional property.)
23. Oil, Gas and Mineral Lease between Jensen Enterprises, an Idaho corporation, as Lessor, and Standard American Co., as Lessee, dated July 1, 1973, and recorded March 15, 1974, as Instrument No. 75343 on Film No. 87, records of Cassia County, Idaho. (Affects herein and additional property)
24. Oil, Gas and Mineral Lease between Ervin T. Hawkins and Brenda S. Hawkins, husband and wife; T. Lynn Stewart and Laura Gai Stewart, husband and wife; Gail S. Knight, a married woman dealing in her sole and separate property; June S. Spackman, a married woman dealing in her sole and separate property; and Boyd H. Stewart and Sybil Stewart, husband and wife, as Lessors, and Standard American Co., as Lessee, dated March 30, 1974 and recorded April 4, 1974 as Instrument No. 75841 on Film No. 88, records of Cassia County, Idaho. (Affects herein and additional property)

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

25. Reservation contained in Warranty Deed from Richard H. Smith, a widower, to Ida E. Tobin, a widow, dated June 7, 1972, and recorded December 31, 1974, as Instrument No. 80384 on Film No. 93, records of Cassia County, Idaho, which reads as follows: "Reserves three fourths of oil, gas and mineral rights on said property." (Covers the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26; NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34; All in Township 15 South, Range 26 East of the Boise Meridian.)
26. Reservation contained in Warranty Deed from Harlan B. Jensen and Betty J. Jensen, husband and wife, to Reid S. Stewart and Ruth O. Stewart, husband and wife, dated December 29, 1977, and recorded January 9, 1978, as Instrument No. 104032 on Film No. 114, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving unto Grantors and specifically retaining in Grantors any and all mineral, oil, gas, geothermal steam and all other under the surface rights in and to said premises, together with any and all rights and benefits, including, but not limited to, rental payments arising from or growing out of any existing leases, with options to renew, in which said Grantors have any interest." (Affects herein and additional property)
27. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Miller & Coggins, Richard L. Miller, as Consumer, dated March 18, 1978, and recorded May 22, 1978, as Instrument No. 107788 on Film No. 117, records of Cassia County, Idaho, covering the E $\frac{1}{2}$ of Section 27, Township 15 South, Range 26 East of the Boise Meridian.
28. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller and Richard L. Miller, as Consumer, dated March 4, 1977, and recorded June 25, 1979, as Instrument No. 117971 on Film No. 127, records of Cassia County, Idaho, over and across the SE $\frac{1}{4}$ of Section 27, Township 15 South, Range 26 East of the Boise Meridian.
29. Tax Deed to Cassia County, Idaho, dated March 18, 1982, and recorded March 19, 1982, as Instrument No. 141960 on Film No. 147, records of Cassia County, Idaho, conveying an undivided one-half interest in all mineral rights on said property. (SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 23; N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 26; S $\frac{1}{2}$, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 33; NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 34; NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 35, all in Township 15 South, Range 26 East of the Boise Meridian.)
30. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric cooperative, and Richard L. Miller, dated May 24, 1988 and recorded June 2, 1988 as Instrument No. 195790 on Film No. 199, records of Cassia County, Idaho. NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 27, Twp. 15 S., Rge. 26, E.B.M.

-Continued-

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 32319

31. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric cooperative, and Richard L. Miller, dated May 24, 1988 and recorded June 2, 1988 as Instrument No. 195792 on Film No. 199, records of Cassia County, Idaho. SW¼SE¼ of Sec. 27, Twp. 15 S., Rge. 26, E.B.M.
32. Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Richard L. Miller, dated May 9, 1994 and recorded June 9, 1994 as Instrument No. 231310 on Film No. 256, records of Cassia County, Idaho, over and across the E½ of Section 27 Township 15 South, Range 26 East of the Boise Meridian.
33. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Richard Miller, Consumer, dated April 21, 1998 and recorded July 30, 1998 as Instrument No. 257017 on Film No. 301, records of Cassia County, Idaho covering the NE¼NE¼ of Section 33, Township 15 South, Range 26 East of the Boise Meridian.
34. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Richard Miller, Consumer, dated May 22, 1997 and recorded July 30, 1998 as Instrument No. 257018 on Film No. 301, records of Cassia County, Idaho covering the NW¼SW¼ of Section 26, Township 15 South, Range 26 East of the Boise Meridian.

END OF SCHEDULE B



Commonwealth

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

David E. [Signature]

Secretary



By:

[Signature]

Chairman and Chief Executive Officer

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

REAL ESTATE MORTGAGE

For Value Received, THAYNE R. MICKELSON AND LAURA MICKELSON

the mortgagor WE, do hereby grant, bargain, sell and convey unto

the mortgagee, the following described premises, in CASSIA County, Idaho, to-wit:
TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 26: NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
SECTION 27: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
SECTION 28: SE $\frac{1}{4}$ SE $\frac{1}{4}$
SECTION 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$
SECTION 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said mortgagee, CAC VALLEY BANK heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of TWO HUNDRED THIRTY SIX THOUSAND TWO HUNDRED AND NO/100*****DOLL with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of mortgagee, with final payment due DECEMBER 17, 2019 and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The mortgagorS covenant and agree with the mortgagee as follows: That they the ownerS in fee simple of the above described premises and th are free from all encumbrances

That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That they will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency. That they will keep the premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagee with loss, if any, payable to the mortgagee as interest may appear, in the sum of at least \$235,200.00 and deliver such policy or policies of insurance to the mortgagee, until the sums secured by this mortgage fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the then date or procure a title from a reputable title company and the mortgagor agrees to pay the cost thereof upon demand.

If the mortgagor shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the same, procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest at the rate of eight (8) per cent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagor hereby sells and assigns to the mortgagee any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagor shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal with interest or in any of the covenants or agreements herein contained, then the mortgagee Cache Valley BANK or assigns, at his option, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and on moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, to the mortgagor. Thayne R. Mickelson heirs and assigns.

Dated: Laura Mickelson

Thayne R. Mickelson
THAYNE R. MICKELSON
Laura Mickelson
LAURA MICKELSON

UTAH
STATE OF IDAHO, COUNTY OF CACHE
On this 17TH day of NOVEMBER, 1999,
before me, a Notary Public in and for said State, personally
appeared

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that executed the same.

Notary Public,

Residing at
Comm. Expires

Idaho.

THAYNE R. MICKELSON LAURA MICKELSON 541 FOLLOWS ROAD NIBLEY, UT 84321	CACHE VALLEY BANK 101 NORTH MAIN ST. - BOX 3227 LOGAN, UT 84301-3227	Loan File Number <u>51-00660-9</u> Date <u>NOVEMBER 17, 1999</u> Loan Amount \$ <u>537,000.00</u> Maturity Date <u>DECEMBER 17, 2000</u> Renewal Of _____
BORROWER'S NAME AND ADDRESS Includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS Includes the lender, its successors and assigns.	

**DISCLAIMER OF ORAL
AGREEMENTS**

The Borrower and Lender (hereinafter the "Parties") have entered into a credit transaction on the date set forth above. In conjunction with this transaction the Parties have executed one or more promissory notes, assignments, security agreements, guaranty agreements, deeds of trust or other documents. It is the intention of the Parties that this Disclaimer be incorporated by reference into each of the documents so executed for this transaction.

The Parties warrant and represent that the entire agreement made between the Parties is contained within the executed documents, as amended and supplemented hereby, and that no agreements or promises exist between the Parties that are not reflected in the language of the documents executed in conjunction with this transaction.

**THE WRITTEN CREDIT AGREEMENT REPRESENTS THE FINAL EXPRESSION OF THE AGREEMENT
BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY
EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL
AGREEMENTS BETWEEN THE PARTIES.**

ORIGINAL

x Thayne R. Mickelson
THAYNE R. MICKELSON
x Laura Mickelson
LAURA MICKELSON

Borrower Signature

Borrower Signature

Borrower Signature

CACHE VALLEY BANK

By: [Signature] [Signature]

Title: VICE-PRESIDENT

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: A43-02167B
Date Received: 3/28/1989
Receipt No: S006701
Received By: AD

AMENDED NOTICE OF CLAIM TO A WATER RIGHT AMENDED
ACQUIRED UNDER STATE LAW

1. Name: RICHARD L. MILLER 801-245-3815
Address: 6500 S. 1600 W.
HYRUM UT 84319

2. Date of Priority: MAY 25, 1914

3. Source: RAFT RIVER Trib. to: SNAKE RIVER
GROUNDWATER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	26	NW	NE	SW		CASSIA
			NE	NE	SW		CASSIA
			NW	NW	SE		CASSIA
		33	SW	SW	SE		CASSIA
			NE	NE	NE		CASSIA

5. Description of diverting works:
PUMP IN CREEK & 4 WELLS WITH PUMPS TO COMMON MAINLINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

7. Total Quantity Appropriated is:
1.600 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2385.0 Acre Feet Per Annum.

9. Non-irrigation uses:

MICROFILMED

MAR 03 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	26E	26	NE	NW		IRR	22.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	35.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
						Section Acres	367.0
		27	NE	NE		IRR	40.0
			NW	NE		IRR	24.0
			SW	NE		IRR	18.0
			SE	NE		IRR	25.0
			NE	SW		IRR	22.0
			SW	SW		IRR	20.0
			SE	SW		IRR	35.0
			NE	SE		IRR	40.0
			NW	SE		IRR	34.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	338.0
		28	SE	SE		IRR	25.0
						Section Acres	25.0
		33	NE	NE		IRR	35.0
						Section Acres	35.0
		34	NW	NW		IRR	30.0
						Section Acres	30.0
						Total Acres	795.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

A43-02534, A43-02381, A43-00120, A43-10069

MICROFILMED

14. Remarks:

ALL THE WR'S ARE USED IN ONE IRRIGATION SYSTEM ON THE P/U LISTED.
SINCE THE RAFT RIVER IS INJECTED INTO THE MAINLINE SYSTEM THE
WATER MAY BE USED ON ANY 80 ACRES WITHIN THE P/U.

AMENDED CLAIM 12/03/1990: CHANGED SOURCE AS LICENSED.

AMENDED CLAIM 9/21/92 TO ADD GROUNDWATER AS SOURCE.

THE POINT OF DIVERSION IN SEC 27 NENESW IS FROM RAFT RIVER;
ALL OTHER POINTS OF DIVERSION ARE FROM WELLS.

15. Basis of Claim: LICENSE

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: _____

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): Richard Miller Date: 9-21-92

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 21st day

of Sept. 19 92

[Signature]
Notary Public

Seal

Residing at Kimberly ID

My Commission Expires 6/30/98

MICROFILMED

MAR 13 1993

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: **A43-02167B**
Date Received: 3/28/1989
Receipt No: S006701
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: RICHARD L. MILLER 801-245-3815
Address: 6500 S. 1600 W.
HYRUM UT 84319

2. Date of Priority: MAY 25, 1914

3. Source: RAFT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	27	NE	NE	SW		CASSIA

5. Description of diverting works:
PUMP TO MAINLINE, SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

7. Total Quantity Appropriated is:
1.600 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2385.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	26E	26	NE	NW		IRR	22.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	35.0
			NE	SW		IRR	40.0

MICROFILMED

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	26E	26	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
						Section Acres	367.0
		27	NE	NE		IRR	40.0
			NW	NE		IRR	24.0
			SW	NE		IRR	18.0
			SE	NE		IRR	25.0
			NE	SW		IRR	22.0
			SW	SW		IRR	20.0
			SE	SW		IRR	35.0
			NE	SE		IRR	40.0
			NW	SE		IRR	34.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	338.0
		28	SE	SE		IRR	25.0
						Section Acres	25.0
		33	NE	NE		IRR	35.0
						Section Acres	35.0
		34	NW	NW		IRR	30.0
						Section Acres	30.0
						Total Acres	795.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

A43-02534, A43-02381, A43-00120, A43-10069

14. Remarks:

ALL THE WR'S ARE USED IN ONE IRRIGATION SYSTEM ON THE P/U LISTED.
SINCE THE RAFT RIVER IS INJECTED INTO THE MAINLINE SYSTEM THE
WATER MAY BE USED ON ANY 80 ACRES WITHIN THE P/U.

MAR 03 1993

14. Remarks: Continued

AMENDED CLAIM 12/03/1990: CHANGED SOURCE AS LICENSED.

15. Basis of Claim: LICENSE

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: _____

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): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day

of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
MAR 03 1993

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: A43-02167B
Date Received: 3/28/1989
Receipt No: S006701
Received By: lw

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: RICHARD L. MILLER 801-245-3815
Address: 6500 S. 1600 W.
HYRUM, UT 84319

2. Date of Priority: MAY 25, 1914

3. Source: RAFT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	27	NE	NE	SW		CASSIA

5. Description of diverting works:
PUMP TO MAINLINE, SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

7. Total Quantity Appropriated is:
1.600 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2385.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	26E	26	NE	NW		IRR	22.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	35.0
			NE	SW		IRR	40.0

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Date: 12/04/90

MICROFILMED
MAR 03 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	26E	26	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
						Section Acres	367.0
		27	NE	NE		IRR	40.0
			NW	NE		IRR	24.0
			SW	NE		IRR	18.0
			SE	NE		IRR	25.0
			NE	SW		IRR	22.0
			SW	SW		IRR	20.0
			SE	SW		IRR	35.0
			NE	SE		IRR	40.0
			NW	SE		IRR	34.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	338.0
		28	SE	SE		IRR	25.0
						Section Acres	25.0
		33	NE	NE		IRR	35.0
						Section Acres	35.0
		34	NW	NW		IRR	30.0
						Section Acres	30.0
						Total Acres	795.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

A43-02534, A43-02381, A43-00120, A43-10069

14. Remarks:

ALL THE WR'S ARE USED IN ONE IRRIGATION SYSTEM ON THE P/U LISTED.
SINCE THE RAFT RIVER IS INJECTED INTO THE MAINLINE SYSTEM THE
WATER MAY BE USED ON ANY 80 ACRES WITHIN THE P/U.

A43-02167**B**

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Date: 12/04/90

MICROFILMED
MAR 03 1993

14. Remarks: Continued

AMENDED CLAIM 12/03/1990: CHANGED SOURCE AS LICENSED.

15. Basis of Claim: LICENSE

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: _____

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): Richard L Miller Date: 12-4-90

Date: _____

State of Idaho)
County of TF) SS.

Subscribed and sworn (or affirmed) before me this 4 day
of Dec 19 90 Wm. W. White
Notary Public

Seal

Residing at TF
My Commission Expires 5/94

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: A43-02167 *B*
Date Received: 3/28/1989
Receipt No: S006701
Received By: See

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RICHARD L. MILLER 801-245-3815
Address: 6500 S. 1600 W.
HYRUM, UT 84319

2. Date of Priority: MAY 25, 1914

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	27	NE	NE	SW		CASSIA

5. Description of diverting works:
PUMP TO MAINLINE, SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

7. Total Quantity Appropriated is:
1.600 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2385.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	26E	26	NE	NW		IRR	22.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	35.0

A43-02167 *B*

Page 1

Date: 03/28/89

MICROFILMED
MAR 03 1993

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15S	26E	26	NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
			NW		SE		IRR	40.0
			SW		SE		IRR	40.0
							Section Acres	367.0
		27	NE		NE		IRR	40.0
			NW		NE		IRR	24.0
			SW		NE		IRR	18.0
			SE		NE		IRR	25.0
			NE		SW		IRR	22.0
			SW		SW		IRR	20.0
			SE		SW		IRR	35.0
			NE		SE		IRR	40.0
			NW		SE		IRR	34.0
			SW		SE		IRR	40.0
			SE		SE		IRR	40.0
							Section Acres	338.0
		28	SE		SE		IRR	25.0
							Section Acres	25.0
		33	NE		NE		IRR	35.0
							Section Acres	35.0
		34	NW		NW		IRR	30.0
							Section Acres	30.0
							Total Acres	795.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

A43-02534, A43-02381, A43-00120, A43-10069

14. Remarks:

ALL THE WR'S ARE USED IN ONE IRRIGATION SYSTEM ON THE P/U LISTED.

A43-02167B

Page

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Date: 03/28/89

MICROFILMED
MAR 03 1993

14. Remarks: Continued

SINCE THE RAFT RIVER IS INJECTED INTO THE MAINLINE SYSTEM THE WATER MAY BE USED ON ANY 80 ACRES WITHIN THE P/U.

15. Basis of Claim: LICENSE

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: _____

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): Richard Miller Date: 3/29/89
_____ Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 28th day

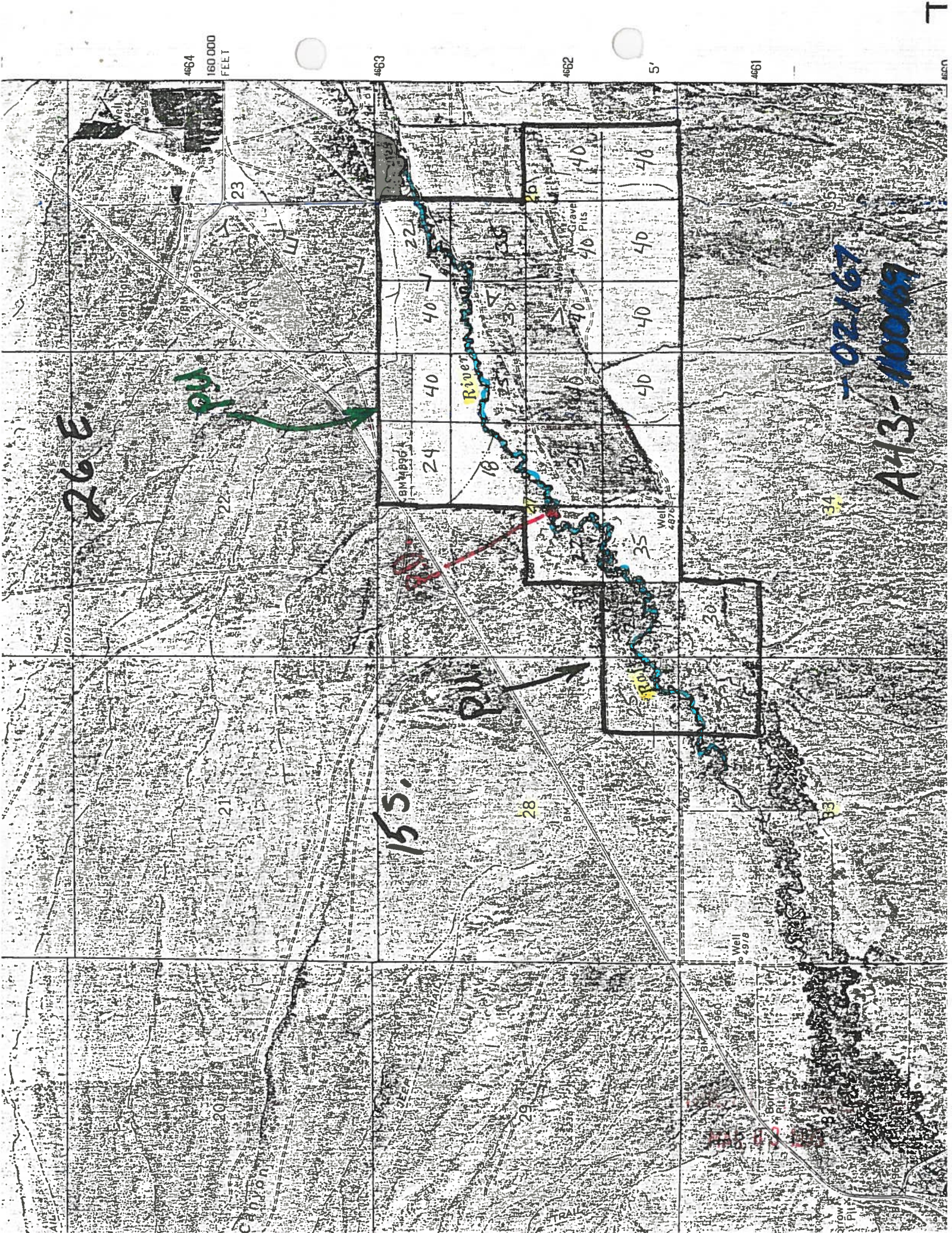
of March 19 89

Steve Chell
Notary Public

Seal

Residing at Twin Falls

My Commission Expires Dec 7, 1994



26 E.

155.

20167
A43-100000

160 000
FEET

T



ate of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

13-Jan-1992

RICHARD L MILLER
6500 S 1600 W
HYRUM UT 84319

RE: Snake River Basin Adjudication (SRBA)
Cassia County - #A43-02167
Identification Number Change

Dear Mr. Miller:

The Identification Number of your Notice of Claim to a Water Right has been changed from A43-02167 to A43-02167B. The suffix has been added in order to better identify your claim as it was filed on a license and there was another claim filed claiming a portion of that same license. This change does not affect your claim in any other way.

Enclosed is a computer-generated copy of your claim with the new Identification Number. Refer to this record number in any future inquiries or correspondence.

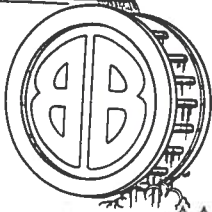
Sincerely,

A handwritten signature in cursive script that reads 'Jeanie'.

Jeanie Robertson
Records Clerk

/jr
Enclosures:
Claim A43-02167B

MICROFILMED
MAR 03 1993



BARNETT INTERMOUNTAIN WATER CONSULTING

February 3, 1992

RECEIVED

106 West 500 South, Suite 101
Bountiful, Utah 84010-6232
(801) 292-4662

FEB 05 1992

Department of Water Resources
Southern Region Office

Mr. Allen Merritt, P.E.
Idaho Department of Water Resources
222 Shoshone Street East
Twin Falls, Idaho 83301

Re: Affidavit of Mr. Stewart concerning SRBA claims on water rights ^b43-2167, 43-2381,
and 43-2534.

(see A)

Dear Allen:

Enclosed herewith please find an affidavit from Mr. Stewart which explains the sale of certain of his lands in 1976 and the implicit segregation of the appurtenant water rights. Mr. Stewart has appropriately filed adjudication claims for those portions of the above referenced rights which are yet appurtenant to the lands he retained. It is our understanding that Mr. Miller has also filed adjudication claims and transfer documents which represent that the above referenced water rights are now fully appurtenant to the lands which he purchased from Mr. Stewart. Therefore, for each of the above water rights, claims have been filed in the SRBA by both Mr. Stewart and Mr. Miller. We kindly request that you attach this affidavit to the above water right files as you deem appropriate (i.e. both the "a" and "b" versions of the claims if needed).

We hope that this information is clear and helpful. If you need additional information or explanation, please contact us.

Sincerely,


Don A. Barnett
Staff Engineer

enclosure

cc: Reid Stewart

MICROFILMED

MAR 03 1993

Don A. Barnett

Jack A. Barnett, P.E.

Water Resources - Water Rights - Forensic Geohydrology - Ground-water Geology - Geothermal Investigations

12/27/2000

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

RIGHT NUMBER: 43-2167B

NAME AND ADDRESS: THAYNE MICKELSON
LAURA MICKELSON
5200 HOLLOW RD
MIBLEY, UT 84321

SOURCE: RAFT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.8 CFS

PRIORITY DATE: 05/25/1914

POINT OF DIVERSION: T15S R26E S27

NENESW

Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
03-15 11-15

QUANTITY
0.80 CFS

PLACE OF USE:

IRRIGATION Within CASSIA County

T15S R26E S26	NENW	40	T15S R26E S26	NWNW	40
T15S R26E S26	SWNW	40	T15S R26E S26	SENW	40
T15S R26E S26	NESW	40	T15S R26E S26	NWSW	40
T15S R26E S26	SWSW	38	T15S R26E S26	SESW	39
T15S R26E S26	NWSE	40	T15S R26E S26	SWSE	39
T15S R26E S27	NENE	40	T15S R26E S27	NWNE	34
T15S R26E S27	SWNE	40	T15S R26E S27	SENE	40
T15S R26E S27	NESW	40	T15S R26E S27	SWSW	40
T15S R26E S27	SESW	40	T15S R26E S27	NESE	40
T15S R26E S27	NWSE	40	T15S R26E S27	SWSE	39
T15S R26E S27	SESE	39	T15S R26E S28	SESE	40
T15S R26E S33	NENE	35	T15S R26E S34	NWNW	25

928 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 928 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-120, 43-2381, 43-2534B, 43-10069.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 40 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.

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 43B.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

AJ5809NP
No. A43-02167B

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 12/09/99
PAGE: 37

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RICHARD L MILLER	05/25/1914	IRRIGATION	04-01 11-01	1.600 CFS	1.80

TOTAL DIVERSION:
CONSUMPTIVE USE: 1.600 CFS
2385.00 AFA

Water Source: RAFT RIVER
GROUNDWATER
Tributary to: SNAKE RIVER
Stage: LICENSE

Point(s) of Diversion: T15S R26E S27 NE1/4 NW1/4 S33 NE1/4 NE1/4 NW1/4 SW1/4
CASSIA County
CASSIA County
CASSIA County

Place of use Legal Description for: IRRIGATION

		NE		NW		SW		SE		
T	R	S	NE	NE	NE	NE	NE	NE	NE	SUM
15S	26E	26	40	24	18	25	22	40	30	35
15S	26E	27	40	24	18	25	22	40	30	35
15S	26E	28	40	24	18	25	22	40	30	35
15S	26E	33	40	24	18	25	22	40	30	35
15S	26E	34	40	24	18	25	22	40	30	35
TOTAL ACRES										795.0

POU County: CASSIA

Other Rights: A43-02534, A43-02381, A43-00120, A43-10069

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A43-00120 A43-02381 A43-02534A A43-10069

Other Water Rights Listing Overlapping Place(s) of Use:
A43-00120 A43-02381 A43-02534A A43-02534B A43-10069

Remarks: GEN ALL THE MR'S ARE USED IN ONE IRRIGATION SYSTEM ON THE P/U LISTED.
SINCE THE RAFT RIVER IS INJECTED INTO THE MAINLINE SYSTEM THE
WATER MAY BE USED ON ANY 80 ACRES WITHIN THE P/U.
AMENDED CLAIM 12/03/1990: CHANGED SOURCE AS LICENSED.

AMENDED CLAIM 9/21/92 TO ADD GROUNDWATER AS SOURCE.
THE POINT OF DIVERSION IN SEC 27 NENSW IS FROM RAFT RIVER;
ALL OTHER POINTS OF DIVERSION ARE FROM WELLS.

Dates: Exam Made Date: Verified Date: Objection Filed Date:
Misc: Water District Number: Field Inspection Flag: Presumption Flag:

4.0 Split per acre.

Handwritten notes and signatures in red and blue ink, including "C18", "C28", "C29", "C30", "C31", "C32", "C33", "C34", "C35", "C36", "C37", "C38", "C39", "C40", "C41", "C42", "C43", "C44", "C45", "C46", "C47", "C48", "C49", "C50", "C51", "C52", "C53", "C54", "C55", "C56", "C57", "C58", "C59", "C60", "C61", "C62", "C63", "C64", "C65", "C66", "C67", "C68", "C69", "C70", "C71", "C72", "C73", "C74", "C75", "C76", "C77", "C78", "C79", "C80", "C81", "C82", "C83", "C84", "C85", "C86", "C87", "C88", "C89", "C90", "C91", "C92", "C93", "C94", "C95", "C96", "C97", "C98", "C99", "C100".

CLAIM NUMBER: A43-02167B

Stage: LICENSE

CASSIA County
CASSIA County
CASSIA County

NE

POU County: CASSIA

Other Rights: A43-02534, A43-02381, A43-00120, A43-10069

ALL THE WRS ARE USED IN ONE IRRIGATION SYSTEM ON THE P/U LISTED.

SINCE THE RAFT RIVER IS INJECTED INTO THE MAINLINE SYSTEM THE WATER MAY BE USED ON ANY 80 ACRES WITHIN THE P/U.

AMENDED CLAIM 12/03/1990: CHANGED SOURCE AS LICENSED.

AMENDED CLAIM 9/21/92 TO ADD GROUNDWATER AS SOURCE.

THE POINT OF DIVERSION IN SEC 27 NENESW IS FROM RAFT RIVER,
ALL OTHER POINTS OF DIVERSION ARE FROM WELLS.

Verified Date:

Field Inspection Flag:
Presumption Flag:

Presumption Flag:

State of Idaho License and Certificate of Water Right

Water License No. 10346

Water District No. 8-8

Amount 1.6

Priority 5/25/24

THIS IS TO CERTIFY that Joseph Henry Howes of Bridge, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated May 25, 19 14; that Permit No. 10346 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 8.2 second feet, was issued thereunder on May 6, 19 19, showing that said works were completed on the 1st day of May, 19 19; and that on the 27th day of June, 19 19.

Joseph Henry Howes

of Bridge, Idaho, made proof to the satisfaction of the Commissioner of Reclamation, State of Idaho, of a right to the use of the waters of Raft River, a tributary of Snake River, for the purpose of irrigation and domestic uses under Use Permit No. 10346 of the Commissioner of Reclamation, and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Engineer of Idaho and entered of record in Volume 8 of Licenses, at page 2508, on the 10th day of November, 19 19;

The right hereby confirmed dates from May 25, 19 14;

The Point of Diversion is located in the SW ¼ Sec. 27, Tp. 16 S., R. 26 E., B. M.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 1.6 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
15 S.	26 E.	26	SW ¼ SE ¼	40	40
			SE ¼ NW ¼	40	40
				Total area irrigated - - - -	80 acres

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the Commissioner of Reclamation, State of Idaho, at Boise, Idaho, this 10th day of November, 19 19.

(SAL)

W. G. Swendsen,
Commissioner of Reclamation



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 24, 1997

Guy Arnell
218 West 13th Street
Burley, ID 83318

RE: Richard Miller Water Right Research

Dear Mr. Arnell:

You recently requested information regarding water rights for property owned by Richard Miller that is located in parts of Sections 26, 27, 28, 33, and 34 in Township 15 South, Range 26 East.

An examination of the Department's Snake River Basin Adjudication (SRBA) records indicate that Mr. Miller has the following SRBA claims filed for the property you inquired about:

A43-00120

A43-02167B

A43-02381

A43-02534B

A43-10069

A43-10070

I have enclosed copies of Proof Reports of these SRBA claims (highlighted in pink) for your reference. You may want to consider the following information when reviewing these particular SRBA claims.

Mr. Miller's SRBA claim A43-00120 is based upon an old decreed water right, 43-00120. I have enclosed a copy of a proof report of decreed water right 43-00120 (highlighted in blue) for your reference. Note that water right 43-00120 was decreed for the diversion of 1.6 cfs of Raft River water for the irrigation of land located within four (4) forty acre tracts. However, Mr. Miller's SRBA claim based on this decreed water right is for the diversion of 1.6 cfs from Raft River and Groundwater (wells) for the irrigation of 795 acres.

RECEIVED

NOV 24 1997

November 24, 1997
PAGE 2

SRBA claims A43-02167B, A43-02381, and A43-02534B are all based on old water right licenses. However, Reid & Ruth Stewart have also filed SRBA claims based on these same water right licenses as shown below:

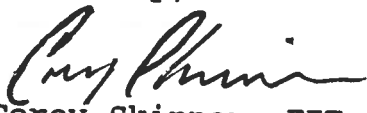
LICENSED WATER RIGHT	MILLER SRBA CLAIM	STEWART SRBA CLAIM
43-02167 1.60 cfs for 80 acres	A43-02167B 1.60 cfs for 795 acres	A43-02167A 1.60 cfs for 40 acres
43-02381 2.74 cfs for 270 acres	A43-02381 2.74 cfs for 270 acres	A43-02381A 2.74 cfs for 105 acres
43-02534 5.20 cfs for 290 acres	A43-02534B 5.20 cfs for 290 acres	A43-02534A 5.20 cfs for 69 acres

I have enclosed copies of proof reports of water right licenses 43-02167, 43-02381, and 43-02534 (highlighted in blue), and Stewart's SRBA claims A43-02167A, A43-02381A, and A43-02534A (highlighted in green) for your reference.

Mr. Miller's SRBA claim A43-10069 is for the diversion of 7.94 cfs of groundwater for the irrigation of 795 acres. This particular claim is a beneficial use claim, meaning that its basis is the diversion of water and application to a beneficial use (in this case irrigation) without going through the standard statutory method (application / permit / licensing procedure). The priority date for a beneficial use water right is the date water was first put to beneficial use (Mr. Miller claimed 05/20/1977). After March 26, 1963, the only way to establish a non domestic groundwater right was through the statutory method. In addition, Mr. Miller's property is part of the Raft River Critical Groundwater Area which was designated in 1963 and prohibits the approval of consumptive groundwater applications.

If you have any questions, feel free to contact this office at your convenience.

Sincerely,


Corey Skinner, EIT
Dam Safety Section

Enclosures

HIGGINSON-BARNETT, CONSULTANTS
106 West 500 South Suite 101
BOUNTIFUL, UTAH 84010

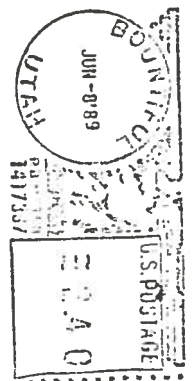
IDAHO DEPT. OF WATER RESOURCES
2148 4th Ave. East
Twin Falls, Idaho 83301

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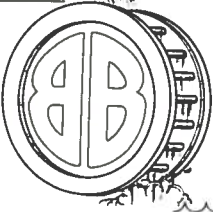
JUL 17 1995

Department of Water Resources
Southern Region

- Complete -
COPY



143-1216JR



BARNETT INTERMOUNTAIN WATER CONSULTING

106 West 500 South, Suite 101
Bountiful, Utah 84010-6232
(801) 292-4662

February 3, 1992

Mr. Allen Merritt, P.E.
Idaho Department of Water Resources
222 Shoshone Street East
Twin Falls, Idaho 83301

Re: **Affidavit of Mr. Stewart concerning SRBA claims on water rights 43-2167, 43-2381, and 43-2534.**

Dear Allen:

Enclosed herewith please find an affidavit from Mr. Stewart which explains the sale of certain of his lands in 1976 and the implicit segregation of the appurtenant water rights. Mr. Stewart has appropriately filed adjudication claims for those portions of the above referenced rights which are yet appurtenant to the lands he retained. It is our understanding that Mr. Miller has also filed adjudication claims and transfer documents which represent that the above referenced water rights are now fully appurtenant to the lands which he purchased from Mr. Stewart. Therefore, for each of the above water rights, claims have been filed in the SRBA by both Mr. Stewart and Mr. Miller. We kindly request that you attach this affidavit to the above water right files as you deem appropriate (i.e. both the "a" and "b" versions of the claims if needed).

We hope that this information is clear and helpful. If you need additional information or explanation, please contact us.

Sincerely,


Don A. Barnett
Staff Engineer

enclosure

cc: Reid Stewart

COPY

AFFIDAVIT OF REID S. STEWART

In the matter of Idaho)
CLAIM(s) TO A WATER RIGHT)
Nos. A43-2167, A43-2381, & A43-2534)

Comes now Reid S. Stewart, of Cassia County, State of Idaho, who being first duly sworn on oath, disposes and says:

- 1) That I am the current owner of certain lands in the W1/2 of Section 25 and the E1/2 of Section 26, Township 15 South, Range 26 East, Boise Meridian.
- 2) That in 1976 I contract to sell to Richard Miller certain other lands in Section 26 and further west. That at the time that the properties were sold to Miller, some of the lands to which the above rights are appurtenant were retained by me and certain of the lands were part of the lands sold to Miller as follows:

<u>Water Right</u>	<u>Acreage Under License</u>	<u>Acres Retained by Stewart</u>	<u>Acres Sold to Miller</u>
43-2167	80	40	40
43-2381	270	105	165
43-2534	<u>290</u>	<u>69</u>	<u>221</u>
Total	640	214	426

- 3) That at the time I contracted to sell these lands to Richard Miller, some of the various points of diversion to these water rights were on the lands which I sold to Miller. Therefore, when Miller took possession of these lands I began to irrigate the lands which I retained under these water rights using different points of diversion. That I continued to irrigate these lands, and at no time were they not irrigated, until 1988 when I placed some of these lands in a federal set-aside program.
- 4) That at no time was there any intent, implicit or explicit, for any of the water rights which were appurtenant to the lands I retained, to be transferred off of such lands in any form. Further, that I have continued to use these water rights on those lands which I retained as outlined above and in the adjudication claims which I have filed.

RECEIVED

11-6-87

Department of Social Services
Division of Child Welfare

In witness hereof I set my hand this 3rd day of February, 1992.

Reid S. Stewart

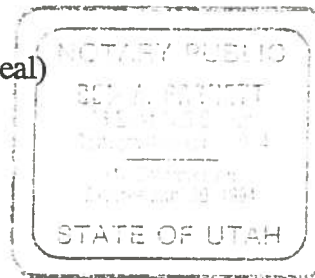
Reid S. Stewart

Subscribed and sworn before me this 3rd day of February, 1992.

[Signature]

(Notary Public)

(seal)



My commission expires JAN. 30 1994.

My residence is CENTREVILLE, UTAH.

139039

WARRANTY DEED

REID S. STEWART and RUTH O. STEWART, husband and wife,
 grantor S of Logan, County of Cache, State of Utah, hereby
 CONVEY ~~and WARRANT~~ or GRANT and WARRANT to

RICHARD L. MILLER and SONJA W. MILLER, husband and wife,
 as to an undivided seventy percent (70%) interest, and
 RAYMOND G. COGGINS and DIXIE LEE COGGINS, husband and wife,
 as to an undivided thirty percent (30%) interest,

grantee S of
 for the sum of Ten Dollars and other good and valuable consideration,
 the following described tract S of land in Cassia County, State of ~~Idaho~~ Idaho:

Township 15 South, Range 26 East, Boise Meridian:

Section 26: The Northwest Quarter, the Southwest Quarter,
 and the West Half of the Southeast Quarter.

Section 27: The East Half, the South Half of the Southwest Quarter,
 and the Northeast Quarter of the Southwest Quarter.

Section 28: The Southeast Quarter of the Southeast Quarter.

Section 33: The Northeast Quarter of the Northeast Quarter.

Section 34: The Northwest Quarter of the Northwest Quarter.

TOGETHER with all wells, well rights, and permits and all
 water rights appurtenant thereto and used in connection
 therewith, including any water allocated to said land
 from Raft River.

WITNESS, the hands of said grantors, this 5th day of May, A.D. 1976.

Signed in the presence of

STATE OF UTAH
 County of Cache ss.

On the 5th day of May,
 A.D. 1976, personally appeared before me

REID S. STEWART and RUTH O.
 STEWART, husband and wife,

the signers of the within instrument, who duly
 acknowledged to me that they executed the same.

Commission expires:
 Residing in

Notary Public

RECORDING DATA

Entry No.

Fee \$

RECORDED ☐ INDEXED ☐
 PLATTED ☐ ABSTRACTED ☐
 COMPARED ☐ DELIVERED ☐

199039
 Richard Miller
 Nov 23 10 46 AM '79
 CASSIA COUNTY, IDAHO
 FRANK COGGINS
 FEE 300
 RE: 650056 16000
 64319

LAND TITLE COMPANY

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Frank Hitchcock

July 17, 1995 11:29am

RE:

A43-00120 ET AL(8 CLAIMS)

MET MR. MILLER IN THE OFFICE WHILE HE WAS WAITING TO SEE GARY FUNDERBERG RE: HOT WATER WELL PROBLEM. WE DISCUSSED HIS ORIGINAL PROBLEM WITH THE PREVIOUS OWNER OF HIS WELL. HE SAID THAT HE STILL WANTS TO PROVIDE A LETTER FOR THE FILE OUTLINING THE CONFLICT AND HE HAS INFORMATION FROM OTHERS WHO WILL STATE THE SITUATION AND MILLER'S USE OF THE WATER EXCLUSIVELY SINCE HIS PURCHASE DESPITE THE SRBA CLAIMS OF STEWART (THE PREVIOUS OWNER).

I TOLD HIM THAT I'M STILL THE GUY FOR HIS CLAIMS AND TO PLEASE SEND ANY CORRESPONDENCE TO ME DIRECTLY FOR FILING IN HIS CLAIMS.

WE ALSO DISCUSSED THE LEVEL OF WATER IN HIS WELLS AND THE FLOWS IN RAFT RIVER AND CLEAR CREEK. HE MENTIONED THAT HE THOUGHT HE WOULD HAVE JOHN ROSHOLT DO THE LETTER LATER THIS YEAR.

COPY

CONVERSATION MEMORANDUM

NAME OF PARTY RICHARD MILLER
EMPLOYEE: LORI WHITE

DATE JAN. 15, 1991
FILE A43-02293, J04151

RE: 10:00 AM Mr. Miller expressed concern over the adjudication filings of a neighbor named Mr. Stewart. Mr. Miller bought his property from Mr. Stewart with the understanding that he (Miller) also obtained the 4 wells and the entire flow rate licensed and claimed for those wells to be used on his property only. The problem is that Mr. Stewart kept some of the property that was on the original license and claim. He has filed on some of the flow rate of Miller's 4 wells for his property also. Mr. Miller said that Stewart uses 3 other wells for those acres now and has been doing so since 1975. Mr. Miller was going to try to produce some evidence of the water agreement between him and Stewart.

*cc made to
-02293*

*4-1-91
Lori White*

COPY

MICROFILMED

JAN 16 1991