

RECEIVED
MAY 14 1996
Department of Water Resources
Adjudication Bureau

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

36-00115 C

In Re SRBA

Case No. 39576

STANDARD FORM 4

MOTION TO FILE A LATE
NOTICE OF CLAIM

INSTRUCTIONS FOR USE

96-05-0007

This form is to be used to file a late notice of claim in a reporting area where the director's report has been filed and is made a part of *SRBA Administrative Order 1*, Section 4A. (amended June 21, 1993), which may be consulted for further information.

A motion for premission to file a late notice of claim requires you to certify that it is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay or needlessly increase the cost of litigation.

You may copy or reproduce this form. If you do, the text must be on the front and back of each page exactly as it appears here. Fill out the form completely and attach all fees or the court will not accept the motion for filing. The Verification and Certificate of Mailing must be completed. Check each box to verify you have followed the instructions.

☒ I have read the SRBA Administrative Order 1, Rules of Procedure (amended June 21, 1993).

☐ I have read SRBA Administrative Order 10 Order Governing Procedures in the SRBA for Domestic and Stock Water Uses (dated March 22, 1995).

My name is ROBERT and FAYE TURNER

My address is 1110 A EAST, 2700 SOUTH
HAGERMAN, ID 83332

My phone number is: Work ²⁰⁸⁻837-4862 Home SAME

I am an attorney representing _____

My name is _____

My address is _____

My phone number is _____

The water right number I want to file a late notice of claim for is : A 36-00115C

☒ I did not file a notice of claim to the use of water in the SRBA because:

6 of The 1.6" was Filed on 1932. The other 1 CFS
IS RECORDED IN AN ABSTRACT OF TITLE
DATED MARCH 11, 1951. THE WATER RIGHT DATE "1979"
DOES NOT MEET THE ACTUAL DATE WHEN WATER WAS SET

☒ I filed a notice of claim and elected to defer judicial proceedings on my domestic or stock ASIDE water use. I desire to reinstate my notice of claim for domestic or stock water use.

I am providing legal and factual documentation for my claimed use of water. The documents I am providing are: (You must describe the documents and attach a readable copy.)

1. ABSTRACT OF TITLE. DATED MARCH 11, 1951
2. WARRANTY DEED. RECORDED MARCH 13, 1957
3. WARRANTY DEED. RECORDED SEPT. 28, 1964
4. AFFIDAVIT: ROBERT A. ERKINS. DATED May 6, 1996

You do not have to fill this out if you are reinstating a notice of claim for domestic or stock water use but you **must** attach a copy of your notice of claim.

I have attached:

- ☒ A fully completed notice of claim (available from the Idaho Department of Water Resources (IDWR)).
- ☐ A claim filing fee for a domestic and stock water use. IDWR may charge this fee pursuant to I.C. §42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: *State of Idaho Department of Water Resources* in the amount of \$ _____.
- ☐ A claim filing fee and a late claim fee for those claims other than a domestic or stock water use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: *State of Idaho Department of Water Resources* in the amount of \$ _____.
- ☒ For those claimants who did not previously file a notice of claim, a court appearance fee in the amount of \$65.00 in the form of a check made payable to: *SRBA*. Persons filing a motion for late notice of claim do not become a party or claimant in the SRBA simply by filing this motion.

Follow these instructions regarding the hearing on this motion.

1. Contact the SRBA Court (208-736-3011) to request a hearing date and time.
2. Fill in the following information:

This motion will be heard on August 20, 1996 1:30
(Insert Date and Time)

at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

VERIFICATION

(Must be completed)

State of Idaho

County of Twin Falls

Robert Tupper, being first duly sworn, upon oath, deposes and says:
(Insert name of person filing form)

That I am the person or entity filing this motion and I have read the motion, know its contents and that the statements are true to the best of my knowledge and belief.

Robert E. Tupper
Signature of person filing form

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on May 9, 1996.
(Insert Date)

[Signature]
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 6/24/98

INSTRUCTIONS FOR MAILING

Mail the form, including all attachments, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. FAX filings will not be accepted by the SRBA Clerk of the Court.

You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on May 9, 1999, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

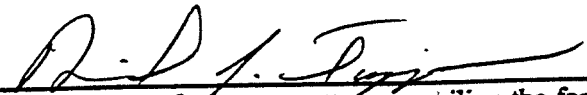
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. One copy to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
Boise, Idaho 83711-4449

3. One copy to:

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, Box 33
Boise, Idaho 83724.


Signature of person or attorney mailing the form

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: A36-00115C
Date Received: 9/14/1992
Receipt No: _____
Received By: Sc

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT E TUPPER 000-837-4862
Address: 2700 S 1110A
HAGERMAN ID 83332
AND/OR
Name: FAYE L TUPPER 000-837-4862
Address: 2700 S 1110A
HAGERMAN ID 83332

2. Date of Priority: APR 1, 1881

3. Source: TUPPER SPRING Trib. to: BILLINGSLEY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	14E	18	SW	SE	SW		GOODING

5. Description of diverting works:

5" PIPE WITH 2" LINE TO HOME, PIPELINE TO GRAVITY FLOW IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.030		
IRRIGATION	03/15	11/15	0.600		
FISH PROPAGATION	01/01	12/31	1.000		

7. Total Quantity Appropriated is:

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

A.F.A.

8. Total consumptive use is 12.0 Acre Feet Per Annum.

9. Non-irrigation uses:

DOMESTIC, 1 HOUSE; STOCKWATER, 30 LLAMA; FISH PONDS

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
07S	14E	18	SW		SW	4	DOMEST	
			SW		SW	4	STOCK	
			SW		SW	4	FISH	
			SW		SW	4	IRR	4.0
			SE		SW		FISH	
			SE		SW		STOCK	
							Section Acres	4.0
							Total Acres	4.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
36-04073 & 36-07841

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

Decree Plaintiff

vs

Decree Defendant

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): Robert E. Upper Date: 4-29-96
Faye S. Upper Date: 4-29-96

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 29th day
of April 19 96 Steve Callahan
Notary Public

Seal

Residing at Twin Falls Idaho
My Commission Expires 12/7/2000

[illegible]

(GOLD1=Calc Fee) (GOLD2=Calc Fee/Late Chg) (GOLD3=Recalc Total) (GOLD4=Previous)
(GOLD5=Next) (GOLD6=Add AR Records) (GOLD7=Receipt) (GOLD8=Cancel) (Menu _____)

Claim	50 ⁰⁰	
~~\$1⁰⁰/Ac~~	~~4⁰⁰~~	~~pad~~ see 1/29/96
Fish \$10/cfs	10 ⁰⁰	
Late fee	50 ⁰⁰	
	114 ⁰⁰	

WARRANTY DEED

THIS INDENTURE, made this 28th day of September, in the year of our Lord one thousand nine hundred and sixty-four, between JAMES N. ELLIS and MARY LOU ELLIS, husband and wife, of Seattle, County of King, State of Washington, the parties of the first part, and IDAHO SPRINGS TRUST COMPANY, an Idaho corporation, having its registered office near Buhl, in Gooding County, State of Idaho, the party of the second part;

WITNESSETH, That said parties of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described real estate situate in Gooding County, State of Idaho, to-wit:

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nineteen (19), Township Seven (7) South, Range Fourteen (14) East of the Boise Meridian, together with all rights in waters of unnamed springs rising on said property, tributary to Billingsley Creek.

Two parcels of land in Lot Four (4), Section Eighteen (18) and Lot One (1), Section Nineteen (19), Township Seven (7) South, Range Fourteen (14) East of the Boise Meridian, particularly described as follows, to-wit:

Parcel 1. Beginning at a point on the North boundary of and 227.2 feet Easterly from the Northwest Corner of said Lot 1, Section 19, Township 7 South, Range 14 E.B.M.; thence South 57 deg. 38' East a distance of 541.5 feet; thence North 77 deg. 52' East a distance of 180.8 feet; thence North 14 deg. 3' West a distance of approximately 258.3 feet to the North boundary of said Lot One; thence Westerly along said North boundary a distance of 571.3 feet more or less to the point of beginning.

Parcel 2. Beginning at the Southwest Corner of said Lot 4, Section 18, Township 7 South, Range 14 E.B.M.; thence Easterly along the South boundary of said Lot Four a distance of 798.5 feet; thence North 14 deg. 3' West a distance of 452 feet; thence South 20 deg. 47' West a distance of 23 feet; thence North 38 deg. 56' West a distance of 131.4 feet; thence North 67 deg. 19' East a distance of 34 feet more or less to the Southwest corner of the Vardis Fisher property; thence along said Vardis Fisher property West line North 60 deg. 11' West a distance of 50 feet; thence North 24 deg. 11' West 125 feet; thence North 16 deg. 2' West 220 feet; thence North 26 deg. 09' West 45 feet; thence North 68 deg. 19' West a distance of 190 feet; thence North 43 deg. 19' West a distance of 130 feet; thence North 32 deg. 55' West a distance of approximately 200 feet to the North boundary of said Lot Four; thence Westerly along the North boundary of said Lot Four to the Northwest corner, thence Southerly along the West boundary of said Lot Four a distance of approximately 1320 feet to the point of beginning.

INDEXED

Direct

10/1/64

C481S3

STATE OF IDAHO, COUNTY OF GOODING, ID.

Filed for record at the request of SECURITY TRUST CO.

17 min past 4 o'clock P.M. 9/30/64

January 10, 1974

MARGARET F. CLEGG, Secretary

By Dona Scott Deputy

Together with all water and water rights, ditch and ditch rights appurtenant to the above described lands, assignable under state and federal laws, except approximately one second foot from the waters of an unnamed creek flowing through the south portion of said Parcels of land and emptying into Billingsley Creek, which is reserved by the Tupper family.

Together with a right of ingress and egress to and from the above described Parcels of land, across other lands owned by the Tupper family, in Lot 4, in the Northeast Quarter of the of the Southwest Quarter (NE¼ SW¼) and the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section Eighteen (18) and Lots 1 and 2, Section Nineteen (19); the same being for road and canal purposes.

Excepting from the above described real property all easements apparent or of record as shown by the records of the County Recorder of Gooding County, Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part:

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its successors 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 and 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.

James H. Ellis
Mary Lou Ellis

STATE OF WASHINGTON)

(ss.

County of King)

I, Mary M. Cameron, Notary Public in and for the State of Washington, residing at Seattle, do hereby certify that on this 28th day of September, 1964, personally appeared before me JAMES H. ELLIS and MARY LOU ELLIS, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of Sept, 1964.

Mary M. Cameron
Notary Public in and for the State of
Washington, residing at Seattle
in said County.

License and Certificate of Water Right

Water License No. 28339

Priority, December 21, 1959

Amount 4.0 c.f.s.

THIS IS TO CERTIFY that JAMES N. ELLIS

of Boise, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated December 21, 1959; that Permit No. 28339 was issued under said application; that Certificate of Completion of Works, with a carrying capacity of 6.4 second feet, was issued thereunder on February 9, 1960, showing that said works were completed on the 8th day of February, 1960; and that on the 17th day of March, 1960 JAMES N. ELLIS

of Boise, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of a right to the use of the waters of an unnamed stream

a tributary of Billingsley Creek for the purpose of fish hatchery under Use Permit No. 28339 of the Department 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 Reclamation Engineer of Idaho and entered of record in Volume 11 of Licenses, at Page 7199, on the 31st day of October, 1961.

The right hereby confirmed dates from December 21, 1959.

The Point of Diversion is located in Lot 4 (SW 1/4) in the -- 1/4 -- 1/4, Sec. 18, Twp. 7 S., R. 14 E., B.M., Gooding County.

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 4.0 cubic feet per second.

Description and location of use:

Twp.	Range	Section	Part-Acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
7 S	14 E	18	Lot 4 - for fish hatchery		

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 31st day of October, 1961.

Richard W. Thomas
Deputy State Reclamation Engineer.

Document #

AFFIDAVIT

I, Robert A. Erkins, residing at White Arrow Ranch, Bliss, Idaho, and a resident of Gooding County, Idaho, state that I was the president of the Idaho Springs Trout Company, Inc., of Hagerman, Gooding County, Idaho.

During the period of time my wife and I owned the Idaho Springs Trout Company, Inc., we used various sources of water: 1) from the springs and water impoundment located behind the Vardis Fisher home, 2) from Billingsley Creek, and 3) from a spring behind the Robert Tupper home and dairy.

The water from the Fisher area was filed on and the Idaho Springs Trout Company, Inc., paid an annual easement fee to Vardis Fisher, and later his estate, to maintain a dam which formed a lake out of which the water to the fish farm flowed.

The Billingsley Creek water was filed on and diverted by a dam with a fish ladder into the fish ponds of the Idaho Springs Trout Company.

The water which flowed from the Tupper Springs through the Tupper property, under a State of Idaho Water Right of the Robert Tupper's, was used free of charge by us in the late 1950's, all of the 1960's, and into the mid-1970's. We finalized the sale of our trout farming businesses to the Inmont Company in May 1975 which continued to use the Tupper water under our prior agreement. After that time I was no longer associated with the property. The water was used with the permission of the Robert Tupper's in exchange for various development projects done for the benefit of the Tupper's by Idaho Springs Trout Company, Inc., such as fence construction, water pipe construction, land development, and road development which accessed the Vardis Fisher property and the Idaho Springs Trout Company away from the Tupper home.

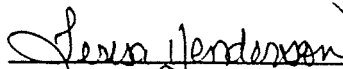
DATED this 6TH day of May, 1996


Robert A. Erkins

STATE OF IDAHO)
County of Twin Falls) ss.
~~Gooding~~)

On this 6th day of May, 1996, before me, a Notary Public in and for said County and State, personally appeared ROBERT A. ERKINS, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.


Residing at: Twin Falls, ID.
My commission expires: 9-25-98

No. 114794

LIMITED PARTNERSHIP CERTIFICATE

JAMES N. ELLIS, MARY LOU ELLIS, JOHN TUPPER, WILFORD TUPPER, ROBERT TUPPER, VARDIS FISHER and OPAL FISHER, and each of them, do hereby certify and swear:

This certificate is prepared and filed in accordance with the provisions of Chap. 2 of Title 53, Idaho Code.

1. The name of the partnership is and shall be THOUSAND SPRINGS TROUT COMPANY.

2. The character of the business to be conducted by said partnership is the operation of a fish hatchery, including the propagation, culture, processing, buying, handling and marketing of fish and any and all by-products thereof, and any and all incidental lines of business, but not including any already established by James N. Ellis and Mary Lou Ellis; to enter into any contracts or obligations of any kind essential, necessary or proper for the transaction of its business and for the purpose of the partnership; and generally to do all such acts permitted by the laws of the State of Idaho necessary and expedient to accomplish its stated purposes.

3. The location of the principal place of business of said partnership shall be Hagerman, Idaho.

4. The names of the general partners are James N. Ellis and Mary Lou Ellis; and the names of the limited partners are John Tupper, Wilford Tupper, Robert Tupper, Vardis Fisher and Opal Fisher, and the address of each and all said partners is Hagerman, Idaho.

5. The term for which the partnership is to exist is for and during the mutual pleasure of the contracting parties.

6. Each of the general partners and two of the limited partners, Vardis Fisher and Opal Fisher, are contributing the sum of \$2500.00 in cash, and the other limited partners each is contributing \$1666.66 in cash. In addition Vardis Fisher and Opal Fisher are contributing all rights assignable under state and federal laws, subject to the conditions stated in clause 12 in the partnership agreement, to the water, less one second foot (hereby reserved for their own use), situate in the lake on their homeplace in the northeasterly portion of Lot 4, Sec. 18, T. 7 S., R. 14 E.B.M., Gooding County, Idaho. Such water is to be impounded by a dam and directed across the property of the Fishers at a point to be determined by the Fishers, and dam and means of conveyance to be furnished, installed and maintained by the partnership. The limited partners John Tupper, Wilford Tupper and Robert Tupper, are jointly contributing to the partnership, subject to clause 12 in the partnership agreement that parcel of land of approximately five acres in the westerly portion of said Lot 4, bounded as follows: on the west side by Billingsley Creek at a point starting 450 feet north of the highway bridge over said creek and thence running north and east; and on the north by Billingsley Creek, and on the east by the Fisher homeplace as described in deed of record in Book 30, page 587, Gooding County deed records, from Billingsley Creek approximately 720 feet south to the southeast corner of said Fisher homeplace; and thence south and east in the same general direction for 260 feet, and thence south to Billingsley Creek at the starting point; together with all rights in waters of an unnamed creek flowing through the south portion of said parcel of land and emptying in Billingsley Creek, assignable under state and federal laws, except approximately one second foot which is hereby reserved by said Tupper. The general partners James N. Ellis and Mary Lou Ellis, in addition to the cash so contributed by them, will contribute their knowledge, skill, experience and abilities as fish culturists and as managers of said business, together with their general labor, including the keeping of books and records.

8. If the partnership is dissolved by mutual consent the land and water contributed by the limited partners will revert to and be reconveyed to them.

9. The share of the profits which each partner shall receive by reason of his contribution and labor is as follows: 30% of all net profits to each of the general partners; 10% of such profits each to Vardis Fisher and Opal Fisher; and the balance of 20% equally divided among the other limited partners. It is expressly agreed that no net profits shall be paid or distributed to any partner, but shall be utilized for improvement, development and expansion of the business and facilities of the partnership, until the capacity of the plant reaches one million marketable fish per year, with the exception that the general partners during such period of development and expansion shall receive and be paid each 20% of the net profits of the business, the same to be paid at the end of each fiscal year.

10. No partner may substitute an assignee as contributor or partner in his place without the written consent of all the partners, and then only upon such terms as may be mutually agreed upon by all the partners.

11. Additional general or limited partners shall not be admitted without the written, mutual and unanimous consent of all the partners.

12. The general partners shall receive no salary or wages for their skill and labor other than their stated percentages in the net profits of the business. The general partners shall not have power or authority to sell or convey any real property of the partnership, and shall not have power or authority to mortgage or encumber any real or personal property of the partnership, without the joint signatures of all the general and limited partners.

13. Upon the death, retirement or insanity of a limited or general partner the remaining partners upon mutual, written and unanimous consent may continue the business of the partnership.

IN WITNESS WHEREOF the said partners have hereunto set their hands this 11th day of March, 1951.

JAMES N. ELLIS
MARY LOU ELLIS
General Partners
JOHN TUPPER
WILFORD TUPPER
ROBERT TUPPER
VARDIS FISHER
OPAL FISHER
Limited Partners

STATE OF IDAHO }
COUNTY OF GOODING } ss

COUNTY OF GOODING) ss On this 11th day of March in the year 1951 before me, the undersigned, a notary public in and for said county, personally appeared James N. Ellis, Mary Lou Ellis, John Tupper, Wilford Tupper, Robert Tupper, Vardis Fisher and Opal Fisher, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(NOTARY SEAL)

EMERSON PUGMIRE
Notary Public in and for the State
of Idaho, residing at Hagerman, Idaho
My commission expires 12-20-53

Filed for record at the request of James N. Ellis at 11:10 A.M. March 16, 1951.

Bert Bowler, Ex-officio Recorder

Fees: \$3.00

By Dorothy Mackinder, Deputy

A. F. JAMES
ATTORNEY AT LAW
GOODING, IDAHO

WARRANTY DEED

THIS INDENTURE, made this 14th day of March in the year of our Lord one thousand nine hundred and fifty-seven, between WILFORD TUPPER and NAOMI TUPPER of Twin Falls, County of Twin Falls, State of Idaho, JOHN TUPPER and ESTHER TUPPER, of Galena, County of Jo Davies, State of Illinois, WILFORD G. TUPPER and LILLIAN M. TUPPER of Hagerman, County of Gooding, State of Idaho, the parties of the first part, and THOUSAND SPRINGS TROUT COMPANY, a partnership consisting of JAMES ELLIS and MARY LOU ELLIS and ROBERT TUPPER and FAYE TUPPER, party of the second part:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of One thousand dollars (\$1,000.00) 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, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described real estate situate in Gooding County, State of Idaho, to-wit:

Two parcels of land in Lot Four, Section 18 and Lot One, Section 19, Township 7 South, Range Fourteen E.B.M.

Beginning at a point on the North boundary of and 227.8 feet Easterly from the Northwest Corner of said Lot One, Section Nineteen, Township Seven South, Range Fourteen East of the Boise Meridian; thence South 57°58' East a distance of 541.5 feet; thence North 77°52' East a distance of 180.8 feet; thence North 14°51' West a distance of approximately 258.5 feet to the North boundary of said Lot One; thence Westerly along said North boundary a distance of 171.3 feet more or less to the point of beginning.

Beginning at the Southwest Corner of said Lot Four; thence Easterly along the South boundary of said Lot Four a distance of 795.4 feet; thence North 14°51' West a distance of 462 feet; thence South 80°17' West a distance of 23 feet; thence North 50°18' West a distance of 171.3 feet; thence North 77°10' East a distance of 51.4 feet; more or less to the Southwest Corner of the Verdis River property; thence along said Verdis River property West line North 60°11' West a distance of 50 feet; thence North 21°11' East 125 feet; thence North 16°21' West 220 feet; thence North 26°03' West 16 feet; thence North 68°19' West a distance of 193 feet; thence North 43°12' West a distance of 150 feet; thence North 52°55' West a distance of approximately 200 feet to the North boundary of said Lot Four; thence Easterly along the North boundary of said Lot Four to the Northwest Corner; thence Southerly along the West boundary of said Lot Four a distance of approximately 1327 feet to the point of beginning.

together with all rights in waters of an unnamed creek flowing through the south portion of said parcel of land and emptying in Billingsley Creek, assignable under state and federal land, ranging approximately one second foot which is hereby reserved by said parties.

Easterly along the South boundary of said Lot Four a distance of 798.5 feet; thence North 16° 31' West a distance of 452 feet; thence South 80° 47' West a distance of 221 feet; thence North 38° 56' West a distance of 191.5 feet; thence North 67° 19' East a distance of 34 feet more or less to the Southwest Corner of the Vardis Fisher property; thence along said Vardis Fisher property West line North 60° 11' East a distance of 50 feet; thence North 21° 11' West 125 feet; thence North 16° 21' West 220 feet; thence North 26° 09' West 65 feet; thence North 68° 19' West a distance of 190 feet; thence North 43° 19' West a distance of 130 feet; thence North 32° 55' West a distance of approximately 200 feet to the North boundary of said Lot Four; thence Westerly along the North boundary of said Lot Four to the Northeast Corner; thence Southerly along the West boundary of said Lot Four a distance of approximately 1520 feet to the point of beginning.

Together with all rights in waters of an unnamed creek flowing through the said portion of said parcel of land and emptying in Willingboro Creek, assumable under state and federal laws, except approximately one second foot which is hereby reserved by said lappers.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part;

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. Add the said parties of the first part and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the parties of the first part, and their heirs, and against all and every person and persons whatsoever, lawfully claiming or to claim the same shall and will WARRANT and 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.

Melvin L. Tupper
William M. Tupper

Witness Wilford Tupper

Name: Reverend Tupper

John John Tupper

Edwin Edwin Tupper

STATE OF IDAHO)
Geeding County) SS

On this 27 day of March, 1957, before me the undersigned, a Notary Public in and for said County, personally appeared WILFORD C. TUPPER and ELLIS TUPPER 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.

Robert J. Palmer
Notary Public for said State;
Residing at Geeding, Idaho

STATE OF IDAHO)
Twin Falls County) SS

On this 27 day of March, 1957, before me the undersigned, a Notary Public in and for said County, personally appeared WILFORD TUPPER and MADON TUPPER 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.

Ray L. Lamm
Notary Public for said State;
Residing at Twin Falls, Idaho

STATE OF ILLINOIS)
County of Jo Davies) SS

On this 27 day of March, 1957, before me the undersigned, a Notary Public in and for said County, personally appeared JOHN TUPPER and ESTHER TUPPER 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.

James A. Thayer
Notary Public for said State;
Residing at Galena, Illinois

time. The only way to determine their value is to allow their entry for the purpose that they are the most valuable for at the present time.

There is nothing in this proposed substitute that is in violation of the principle of conservation; it protects the rights of the Government without permanently or seriously injuring the development of the West; and I respectfully submit that its adoption at this time would protect the rights of all, as well as the bill proposed, without the injury that the bill reported will surely inflict.

EDWARD T. TAYLOR.

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