

02/05/2004

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

RIGHT NUMBER: 23-11234

NAME AND ADDRESS: TONY CHIODO
PO BOX 165
IRWIN ID 83428

SOURCE: PALISADES CREEK

TRIBUTARY: SNAKE RIVER

QUANTITY: 2.430 CFS

PRIORITY DATE: 08/15/1893

POINT OF DIVERSION:

T01N R44E S26 SWSWSE Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

2.430 CFS

PLACE OF USE: IRRIGATION Within BONNEVILLE County

T01N R44E S09	NESW	40.0	T01N R44E S09	SESW	36.0
T01N R44E S09	NWSE	10.0	T01N R44E S09	SWSE	9.3

95.3 ACRES TOTAL

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.

EXPLANATORY MATERIAL: Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM THE PALISADES IRRIGATION CANAL SYSTEM.

WATER IS DELIVERED THROUGH THE PALISADES IRRIGATION CANAL SYSTEM.



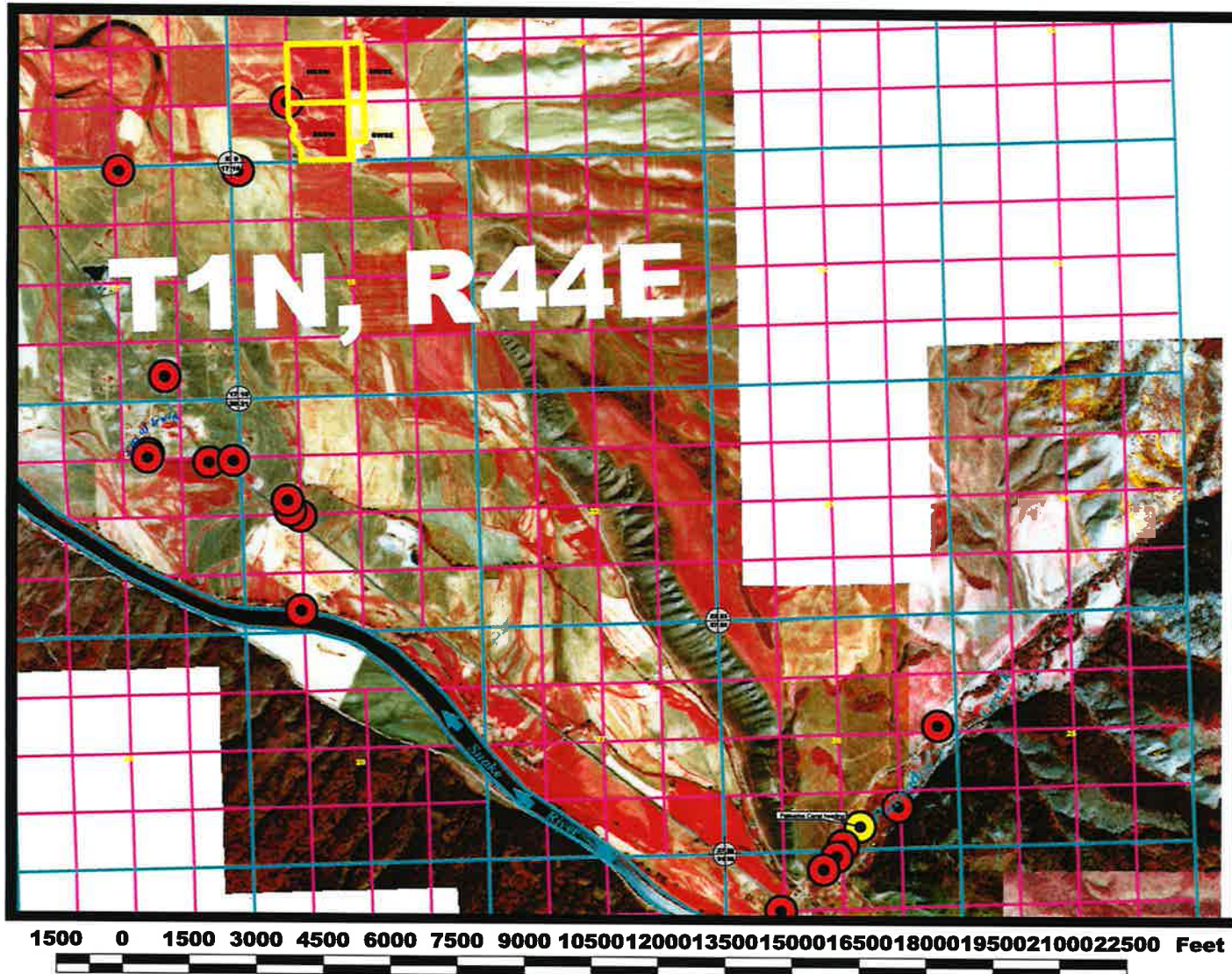
JUL 22 2004

SCANNED

State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
23-11234

Place of Use: (parts of)
T1N, R44E
Sec. 9 E2SW, W2SE

Point(s) of Diversion:
T1N, R44E
Sec. 26 SWSWSE

**Note: Delivery through Palisades
Irrigation canal system.**

LEGEND

-  **Point of Diversion**
-  **SESE** **Place of Use**
-  **Section**
-  **Quarter-Quarter**



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: February 2004

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

DISTRICT COURT - ORDA
TWIN FALLS CO., IDAHO
FILED

In Re SRBA
Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 23-11234

2004 DEC 7 AM 10 25

NAME AND ADDRESS: TONY CHIODO
PO BOX 165, LeBO 1165
IRWIN, ID 83428

SOURCE: PALISADES CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 2.43 CFS

PRIORITY DATE: 08/15/1893

POINT OF DIVERSION: T01N R44E S26 SWSWE Within Bonneville County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	04-15 TO 10-31	2.43 CFS

PLACE OF USE:

Irrigation	Within Bonneville County
T01N R44E S09	NESE 40.0 NWSE 10.0
	SESE 36.0 SWSE 9.3

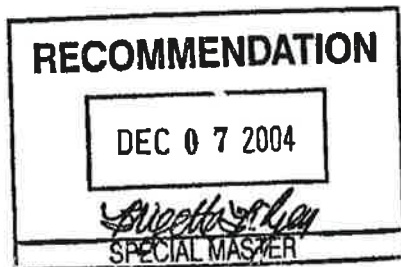
95.3 Acres Total

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

12/20/2004

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

RIGHT NUMBER: 23-11234

NAME AND ADDRESS: TONY CHIDO
PO BOX 680
IRWIN ID 83428

SOURCE: PALISADES CREEK

TRIBUTARY: SNAKE RIVER

QUANTITY: 2.430 CFS

PRIORITY DATE: 08/15/1893

POINT OF DIVERSION:

T01N R44E S26 SWSWSE Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

2.430 CFS

PLACE OF USE:

IRRIGATION Within BONNEVILLE County

T01N R44E S09	NESW	40.0	T01N R44E S09	SESW	36.0
T01N R44E S09	NWSE	10.0	T01N R44E S09	SWSE	9.3

95.3 ACRES TOTAL

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.

EXPLANATORY MATERIAL: Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM THE PALISADES IRRIGATION CANAL SYSTEM.

WATER IS DELIVERED THROUGH THE PALISADES IRRIGATION CANAL SYSTEM.

02/04/2004

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 23-11234

TONY CHIODO

PO BOX 165

IRWIN ID 83428

Telephone Number: (208)483 2980

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 3/9/04

SIGNATURE: Tony S. Chiodo

Please print your name: Tony S. Chiodo

IDWR Regional Office,

RECEIVED

MAR 19 2004

Department of Water Resources
Eastern Region

SCANNED
JUL 22 2004

Water Right Split History Analysis

23-11234 Tony Chido

2.43 cfs on 95³ ac (OVERCLAIMED cfs/ac - CONVEY LOSS)

POU: TIN R44E SEC 9.

(PT) W²SE, E²SW $\approx$ 95³ ac As Claimed

23-11222 CRISTIN WILKINS

POU: (PT) SWSE

LUCILLE BAKER

23-00010

5.4 cfs AUG 15, 1893

PALISADES CK

POU: TIN. R44E

SE, E²SW SEC. 9

POD: UNDEFINED

CARRIED BY PALISADES
CANAL - SAME POD @

T.IN. R. 44E SEC. 26

SWSWSE

TO HEADING OF THE
(USED TO BE) BAKER DITCH
DITCH (LATERAL).DECREED UNDER L. BAKER
VS L. CRANDALL, 1939.

SPLIT BY AREA

23- UNCLAIMED

Reviewer: _____

Date: _____

BEST CASE AC: 6 QDs @ 40 ac = 240 ac

 $5.4 \text{ cfs} \div 240 \text{ ac} = 0.0225 \text{ cfs/ac}$ BY GPS ac = 166³ ac Total $\frac{5.4}{1663} = 0.0325 \text{ cfs/ac}$

and decree of her right to divert and use 270 miner's inches of the waters of Palisade Creek with a priority of August 15, 1893, for use on the lands hereinafter described.

DECREE

23-00010

It is ordered, adjudged and decreed by the court that the plaintiff is entitled to divert and use 270 miner's inches of the waters of Palisade Creek for the irrigation of the southeast one-fourth and the east one-half of the southwest one-fourth of section nine, in township one, north of range forty-four, T.B.M., and to use the same for domestic purposes, with a priority of August 15, 1893, said right to be appurtenant to said lands, but subject to the decree of this court of December 16, 1910, in the case of Rexburg Irrigation Company, et al, v. Teton Irrigation Canal Company, et al.

SE 1/4, E 1/2 SW 1/4, S 2, T 1N, R 44E.

Done in open court at St. Anthony, Idaho, this February 21st, 1939.

C. J. Taylor
District Judge

Recorded and filed for record
February 21, 1939 at 11:50 AM. J. L. Hickey, Recorder

EXCERPT FROM:
BAKER vs CRANDALL, 1939
DECREE 23F

MICROFILMED
MAY 15 1960

Contacts Data Entry Form

Water Right No. 23-11234

Owner Type	Full Name	Address	City	State	Zip	Phone
------------	-----------	---------	------	-------	-----	-------

Current Owner TONY CHORO

Name connector: and _____, or _____, and/or _____

Current Owner _____

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

THIS CLAIM IS A SPLIT FROM PARENT CLAIM 23-10279.SEE SPLIT HISTORY.

★ PROBLEM: THIS CLAIM WAS SPLIT OFF FROM 23-10279 @ 2.43
CFS - THE OTHER SPLIT PORTION, 23-11235 (PALISADES IRR.) WAS
NOT REDUCED ACCORDINGLY - why?

THIS CLAIM IS FOR A PORTION OF 23-10 (NOT SPECIFICALLY
ADDRESSED BY) RIVINGTON IRR., 1910. But
REFERENCE IS MADE TO #115

OWNERSHIP OF THIS RIGHT IS A QUESTION? THIS CLAIM
IS A SPLIT (AS ABOVE) WHICH ORIGINATED AS COMBINING
DECREED RTS 23-10 AND 23-11.

FE: POW/POD, DELIVERY/system, OWNERSHIP, CARRIED
BY PALISADES CANAL CO?

Reviewer: _____

Date: _____

Priority Date Data Entry Form

Claim Number: _____

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: 8/15/1893 Claimed Basis: DECREEDRecommended Priority Date: 8/15/1893 Recommended Basis: DECREED☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

PRIORITY MATCHES DECREED DATES

Reviewer: _____

Date: _____

Point of Diversion and Source Data Entry Form

Claim Number: _____

Water Right Point of Diversion: T____, R____, Sec.____,____,____,____. County: _____

Source: _____ Tributary: _____

Claimed Point of Diversion: T____, R____, Sec.____,____,____,____. County: _____

Source: _____ Tributary: _____

Recommended Point of Diversion: T____, R____, Sec.____,____,____,____. County: _____

Source: _____ Tributary: _____

☐ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of Q	QQ of Q	County	Source
1N	44E	26		SWSWSB		Bonn	PALISADES CR

 TRIB. TO:
 So. Fr. Snake River

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

GPS Coordinates: _____

Other rights from this POD? GPS TAG # A0009534 HANDWHEEL FRAME @ CANAL HEADING.

Document how the POD and Source were verified and/or Pump and Motor data:

SAME POD AS THE PALISADES IRRIG CANAL CO. RIGHT
IS CONVEYED THROUGH CANAL SYSTEM TO (WHAT USED TO BE)
HEADGATE OF BAKER DIXON DITCH (LATERAL). FOUR USERS FROM
THIS LATERAL.

POD CLAIMED IN ERROR - RECOMMENDED AS ABOVE

Transfers Changing POD _____

Reviewer: _____

Date: _____

Place Of Use Data Entry Form

Claim Number: _____

_____ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
1N	44E	9	W2S1E					
			E2SW					

Total Acres 95.3 ac

AS CLAIMED

Document how the POU was verified:

Transfers Changing POU _____

Reviewer: _____

Date: _____

TPIC CANAL SHAROS

Period of Use and Quantity Data Entry Form

Claim Number: _____

☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
			243	

Overall Diversion Rate _____ Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
5000	4/15	10/31	2.14	

Overall Diversion Rate _____ Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

Dep't of 5000

$Q = 95^3 \text{ ac} \times 0.0225 = 2.14 \text{ cfs}$

Reviewer: _____

Date: _____

Water Right Split History Analysis

Reviewer: _____

Date: _____

23-10
8/15/1893 PALISADES CK
270" (5.4 cfs)
BAKER vs L. CRANDALL
1939, (23-F DECREE)

23-11
8/15/1893 PALISADES CK
1150" (23.0 cfs)
REXBURG vs

THIS DON'T HAPPEN IN
THE PALISADES IRR CO.
29-10279

8/15/1893
PALISADES CK
28.3 cfs / 1265 AC.
(0.01 cfs MISSING FROM
23-10 AS DECREED)
COMBINED RT. (P-15 REM)
PARENT

SPLIT (?) BY
C/O 6/18/03

THE PALISADES IRR CO.
23-11235

28.3 cfs 8/15/1893 PALISADES CK
1265 AC

OVER CLAIMED
2.43 cfs

T. CHILDO
23-11234

2.43 cfs 8/15/1893 PALISADES CK
95.3 AC

NOTES:

1. 23-10169 FILED BY W. SHAW AND B. ROSS,
COMBINES 'PORTIONS OF 23-10 AND 23-11'.
2. 23-00011A IS FILED BY G. FLEMING, ETAL.
PROBABLY A C/O IS NEEDED TO R. BALL ANNUITY.
AKA: SWAN VALLEY RANCH.

DR. SAUNDERS

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

RECEIVED
JUN 18 2003
 Department of Water Resources
 Eastern Region

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
23-10	23-11234	*			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the 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(s)

Lucille Baker

4. New Owner/Claimant(s)

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

Tony Chiodo

City, State and ZIP Code

PO Box 165, Irwin, Id 83428

New Telephone Number

(208) 483 2980

5. Date you acquired the property

3/15/01

Re-recorded to amend easement language

BONNEVILLE COUNTY REC
1044731 APR 3 '01 PM 4 21
WARRANTY DEED

1045630 1044731
BONNEVILLE COUNTY RECORDER

Order No.: 3030001705 J.S.

BONNEVILLE COUNTY RECORDER
1045155 APR 10 '01 PM 4 05

1045630 APR 17 '01 PM 3 31

FOR VALUE RECEIVED

Richard I Clayton Jr and Leonard Foster, Jr. all married persons dealing with their sole and separate property

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Tony S Chiodo, an unmarried person

whose current address is

P.O. Box 165 Irwin ID 83428

the grantee(s), the following described premises, in Bonneville County, Idaho, TO WIT:

INSTRUMENT NO.	1044731
DATE	4-03-01
INST. CODE	205
IMAGED PGS	2
FEE	6.00
STATE OF IDAHO	
COUNTY OF BONNEVILLE	ss
I hereby certify that the within instrument was recorded.	
Ronald Longmore,	
County Recorder	
By <u>W. B. Bagg</u>	Deputy
Agent of	AT&C

Tract 1:

Beginning at a point that is South 89°54'10" East along the Section line 1333.56 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, said Point of Beginning being the Southwest corner of the East ½ of the Southwest ¼ of said Section 9; running thence South 89°54'10" East along said Section line 609.08 feet; thence North 00°25'48" East 714.70 feet; thence North 89°54'10" West 609.91 feet to the West line of said East ½ of the Southwest ¼; thence South 00°21'46" West along said West line 714.69 feet to the Point of Beginning.

SUBJECT TO: Existing County road Right-of-Way and easements of record.

Tract 2:

Beginning at a point that is South 89°54'10" East along the Section line 1942.64 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°54'10" East along said Section line 611.56 feet; thence North 00°05'55" East 1323.69 feet to the North line of the Southeast ¼ of the Southwest ¼ of said Section 9; thence North 89°53'05" West along said North line 1214.53 feet to the Northwest corner of said Southeast ¼ of the Southwest ¼; thence South 00°21'46" West along the West line of said Southeast ¼ of the Southwest ¼ a distance of 609.40 feet; thence South 89°54'10" East 609.92 feet; thence South 00°25'48" West 714.70 feet to the Point of Beginning.

SUBJECT TO: Existing County road Right-of-Way and easements of record.

Tract 3:

Beginning at a point that is South 89°54'10" East along the Section line 2554.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°54'10" East along said Section line 100.00 feet; thence North 00°05'55" East 2647.31 feet to the East-West Center Section line of said Section 9; thence North 89°51'58" West along said East-West Center Section line 1308.43 feet to the Northwest Corner of the Northeast ¼ of the Southwest ¼ of said Section 9; thence South 00°21'46" West along the West line of said Northeast ¼ of the Southwest ¼ a distance of 1324.09 feet to the Southwest corner of said Northeast ¼ of the Southwest ¼; thence South 89°53'05" East along the South line of said Northeast ¼ of the Southwest ¼ a distance of 1214.53 feet; thence South 00°05'55" West 1323.69 feet to the Point of Beginning.

SUBJECT TO: Existing County road Right-of-Way and easements of record.

INSTRUMENT NO.	1045630
DATE	4-17-01
INST. CODE	205
IMAGED PGS	2
FEE	6.00
STATE OF IDAHO	
COUNTY OF BONNEVILLE	ss
I hereby certify that the within instrument was recorded.	
Ronald Longmore,	
County Recorder	
By <u>W. B. Bagg</u>	Deputy
Agent of	AT&C

Alliance Title & Escrow Corp.
451 Park Ave. P.O. Box 50642
Idaho Falls, ID 83405-0642

INSTRUMENT NO.	1045155
DATE	4-10-01
INST. CODE	205
IMAGED PGS	2
FEE	6.00
STATE OF IDAHO	
COUNTY OF BONNEVILLE	ss
I hereby certify that the within instrument was recorded.	
Ronald Longmore,	
County Recorder	
By <u>W. B. Bagg</u>	Deputy
Agent of	AT&C

Tract 4:

Beginning at a point that is South 89°54'10" East along the Section line 2654.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°54'10" East along said Section line 12.92 feet to the South ¼ Corner of said Section 9; thence South 89°54'10" East along said Section line 87.08 feet; thence North 00°05'55" East 430.00 feet; thence South 89°54'10" East 276.00 feet; thence North 00°05'55" East 2217.07 feet to the East-West Center Section line of said Section 9; thence North 89°51'58" West along said East-West Center Section line 347.71 feet to the Center ¼ Corner of said Section 9; thence North 89°51'58" West along said East-West Center Section line 28.29 feet; thence South 00°05'55" West 2647.31 feet to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO: ~~a~~ ^{temporary} exclusive 15-foot wide easement for the maintenance, use and access to an existing buried irrigation pipeline. The centerline of said easement is described as follows:

Beginning at the South ¼ Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence North 00°25'53" East 2647.34 feet to the Center ¼ Corner of said Section 9 being the end of said easement.

TOGETHER WITH AND SUBJECT TO: a temporary exclusive 15-foot wide easement for the maintenance, use and access to an existing buried irrigation pipeline. The centerline of said easement is described as follows:

Beginning at the South ¼ Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian; running thence North 00°25'53" East along the North-South Center Section line on said Section 9 a distance of 1323.67 feet; thence South 89°53'05" East 355.39 feet to the end of said easement.

ALSO TOGETHER WITH 10 division rights appurtenant to said 100 acres.
ALSO SUBJECT TO: Existing County road Right-of-Way and easements of record.

DOES NOT RELATE
TO WATER - ITS A
PLANNING AND ZONING
THING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 3/14/2001


Leonard Foster, Jr.

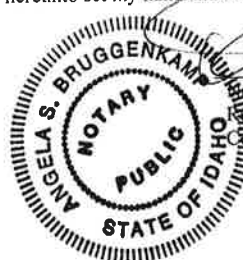

Richard I. Clayton, Jr.

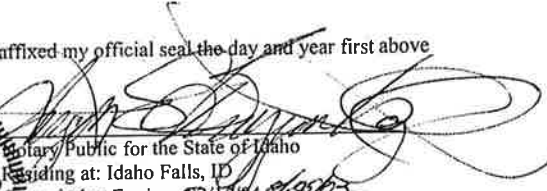
State of Idaho }
} ss.
County of Bonneville }

On this 15th day of March, 2001, before me, a Notary Public in and for said state, personally
Appeared _____, Leonard Foster Jr. and Richard I. Clayton Jr.

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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




Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 02/13/04

WARRANTY DEED

Order No.:3030001705 JS

FOR VALUE RECEIVED

Gene R. Kantack, a married person as his sole and separate property

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Tony S Chiodo, an unmarried person

whose current address is

P.O. Box 165 Irwin ID 83428

the grantee(s), the following described premises, in Bonneville County, Idaho,

1045631 1044866

INSTRUMENT NO.	1044866
DATE	4-05-01
INST. CODE	205
IMAGED PGS	2
FEE	6.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss I hereby certify that the within instrument was recorded. Ronald Longmore, County Recorder By <i>[Signature]</i> Deputy Request of <i>ATEC</i>	

Tract 1:

Beginning at a point that is South 89°54'10" East along the Section line 1333.56 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, said Point of Beginning being the Southwest corner of the East ½ of the Southwest ¼ of said Section 9; running thence South 89°54'10" East along said Section line 609.08 feet; thence North 00°25'48" East 714.70 feet; thence North 89°54'10" West 609.91 feet to the West line of said East ½ of the Southwest ¼; thence South 00°21'46" West along said West line 714.69 feet to the Point of Beginning.

SUBJECT TO: Existing County road Right-of-Way and easements of record.

Tract 2:

Beginning at a point that is South 89°54'10" East along the Section line 1942.64 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°54'10" East along said Section line 611.56 feet; thence North 00°05'55" East 1323.69 feet to the North line of the Southeast ¼ of the Southwest ¼ of said Section 9; thence North 89°53'05" West along said North line 1214.53 feet to the Northwest corner of said Southeast ¼ of the Southwest ¼; thence South 00°21'46" West along the West line of said Southeast ¼ of the Southwest ¼ a distance of 609.40 feet; thence South 89°54'10" East 609.92 feet; thence South 00°25'48" West 714.70 feet to the Point of Beginning.

SUBJECT TO: Existing County road Right-of-Way and easements of record.

Tract 3:

Beginning at a point that is South 89°54'10" East along the Section line 2554.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°54'10" East along said Section line 100.00 feet; thence North 00°05'55" East 2647.31 feet to the East-West Center Section line of said Section 9; thence North 89°51'58" West along said East-West Center Section line 1308.43 feet to the Northwest Corner of the Northeast ¼ of the Southwest ¼ of said Section 9; thence South 00°21'46" West along the West line of said Northeast ¼ of the Southwest ¼ a distance of 1324.09 feet to the Southwest corner of said Northeast ¼ of the Southwest ¼; thence South 89°53'05" East along the South line of said Northeast ¼ of the Southwest ¼ a distance of 1214.53 feet; thence South 00°05'55" West 1323.69 feet to the Point of Beginning.

SUBJECT TO: Existing County road Right-of-Way and easements of record.

INSTRUMENT NO.	1045631
DATE	4-17-01
INST. CODE	205
IMAGED PGS	2
FEE	6.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss I hereby certify that the within instrument was recorded. Ronald Longmore, County Recorder By <i>[Signature]</i> Deputy Request of <i>ATEC</i>	

Tract 4:

Beginning at a point that is South 89°54'10" East along the Section line 2654.20 feet from the Southwest Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°54'10" East along said Section line 12.92 feet to the South ¼ Corner of said Section 9; thence South 89°54'10" East along said Section line 87.08 feet; thence North 00°05'55" East 430.00 feet; thence South 89°54'10" East 276.00 feet; thence North 00°05'55" East 2217.07 feet to the East-West Center Section line of said Section 9; thence North 89°51'58" West along said East-West Center Section line 347.71 feet to the Center ¼ Corner of said Section 9; thence North 89°51'58" West along said East-West Center Section line 28.29 feet; thence South 00°05'55" West 2647.31 feet to the Point of Beginning.

to a temporary
TOGETHER WITH AND SUBJECT TO: ~~the~~ exclusive 15-foot wide easement for the maintenance, use and access to an existing buried irrigation pipeline. The centerline of said easement is described as follows:

Beginning at the South ¼ Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; running thence North 00°25'53" East 2647.34 feet to the Center ¼ Corner of said Section 9 being the end of said easement.

TOGETHER WITH AND SUBJECT TO: a temporary exclusive 15-foot wide easement for the maintenance, use and access to an existing buried irrigation pipeline. The centerline of said easement is described as follows:

Beginning at the South ¼ Corner of Section 9, Township 1 North, Range 44 East of the Boise Meridian; running thence North 00°25'53" East along the North-South Center Section line on said Section 9 a distance of 1323.67 feet; thence South 89°53'05" East 355.39 feet to the end of said easement.

ALSO TOGETHER WITH 10 division rights appurtenant to said 100 acres.

ALSO SUBJECT TO: Existing County road Right-of-Way and easements of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

- And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 3/14/2001

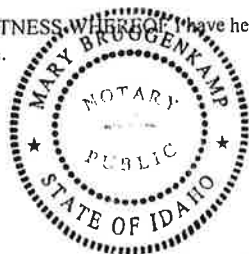

Gene R. Kantack

State of Idaho }
County of Bonneville } ss.

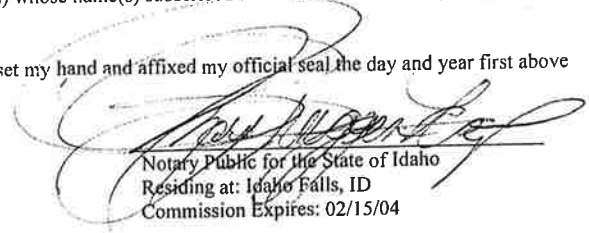
On this 15th day of March, 2001, before me, a Notary Public in and for said state, personally
Appeared Gene R. Kantack,

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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



Residing in Bonneville County
Commission Exp. 2-15-04


Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 02/15/04

DEC-04-2000 MON 02:40 PM

PARCEL: RP 01N44E094803 A

F9-MB

F17-DD F19-SP

F23-AG

NAME/ADDRESS

KANTACK, GENE R &
CLAYTON, RICHARD JR &
FOSTER, LEONARD JR

LEGAL DESCRIPTION

*NEWCN - 222.94 A S1/2,
SEC 9, T 1N, R 44 (SV)

December 4, 2000



To Whom It May Concern:

The described parcel of land # RP01N44E094803 is eligible to be divided into twenty-one (21) total parcels. One of the parcels may be less than ten (10) acres and the minimum size of any parcel must be one (1) acre. All acreage must be net excluding any road R.O.W etc; size and location must be verified by a recorded legal description. Each parcel must have one hundred (100') feet of frontage on a county approved road.

After the one of less than ten, the remaining twenty (20) parcels must be ten (10) acres or larger with the required one hundred (100') feet of frontage for each parcel on a county approved road, or an Ag-density plat could be applied for combining all but one (1) of the available parcels in to a planned subdivision. The Ag. Density plat could contain a maximum of twenty (20) one (1) acre or larger lots. The application and plat must be approved by the county, which would leave the remaining division right for the balance of the property. (See example)

Any existing residences must be considered on separate parcels in connection with the property divisions or Ag. Plat. One (1) single-family residence per parcel of land and all building and zoning requirements must be met.

This confirmation is for December 4, 2000 and may be changed in the future by changes to the laws or ordinances; by actions taken by you or others; or for other reasons.

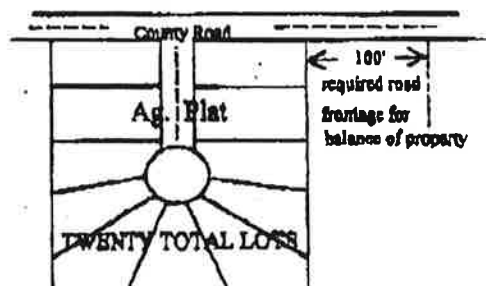
If you have any questions or require additional information, please call. 529-1350 Ext. 1386

Sincerely,

A.N.Z.

Alonzo N. Zaugg
Bonneville County
Code enforcement Officer
& Building Inspector

(EXAMPLE ONLY)

See map: Map is for reference only and not to scale.SEE NOTE ON MAP CONCERNING TRANSFER OF DIVISION RIGHTS.

943669

11-17776 (56)

Warranty Deed

97 JUL 11 PM 3:20

746294

For Value Received

TED BAKER AND SHARON J. BAKER, HUSBAND AND WIFE

the grantors, do hereby grant, bargain, sell and convey unto

GEN. R. KANTACK AND
RICHARD I. CLAYTON ANDLEONARD FOSTER JR. AND ALL MARRIED PERSONS DEALING WITH THEIR SOLE AND SEPARATE
whose current address is PROPERTY

P.O. BOX 155 SWAN VALLEY ID 83449

the grantees, the following described premises, in BOONEVILLE County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

INSTRUMENT NO	943669
DATE	6-2-97
INST. CODE	205
FICHE NO.	12321-38
FEE	6.00
STATE OF IDAHO COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By <i>[Signature]</i> Deputy	
Request of	

SUBJECT TO: ALL EXISTING PATENT RESERVATIONS, EASEMENTS, RIGHTS OF WAY,
PROTECTIVE COVENANTS, ZONING ORDINANCES, AND APPLICABLE BUILDING CODES,
LAWS AND REGULATIONS.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantors,
THEIR heirs and assigns forever. And the said Grantors do hereby covenant to and with the said
Grantee, that THEY ARE the owner in fee simple of said premises; that they are free from all incumbrances

and that THEY will warrant and defend the same from all lawful claims whatsoever.

Dated: MAY 28 1997

TED BAKER

SHARON J. BAKER



STATE OF IDAHO)
COUNTY OF Bonneville)
On this 28 day of MAY, 1997,
before me, a Notary Public in and for said State, personally appeared
TED BAKER
AND SHARON J. BAKER

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

THEY

[Signature]
Notary Public
Residing at My Commission Expires May 02, 1999
Comm. Expires

INSTRUMENT NO.	746294
DATE	7-11-97
INST. CODE	205
FICHE NO.	1248-44
FEE	6.00
STATE OF IDAHO COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By <i>[Signature]</i> Deputy	
Request of	

EXHIBIT A

Township 1 North, Range 44, east of the Boise Meridan, Bonneville County, Idaho

Section 9: EXSW¼, SE¼ EXCEPT:

Beginning at the Southwest Corner of Section 9, Township 1 North, Range 44, East of the Boise Meridian, running S. 89°54'10" E. 2961.38 feet and North 70 feet to the True Point of Beginning; running thence S. 89°54'10" East 293.18 feet, thence N. 13°02'01" W. 205.54 feet, thence North 89°54'10" W. 302.12 feet, thence S. 15°26'05" E. 207.75 feet to the point of beginning.
SUBJECT TO: an access Easement 20 feet wide along the East property line.

also less legal from
deed # 970328 Grimes

(2)

943669

PI-17770-15W
A110

Warranty Deed

For Value Received

TED BAKER AND SHARON J. BAKER, HUSBAND AND WIFE

the grantorS, do hereby grant, bargain, sell and convey unto

GENE R. KANTACK AND

RICHARD I. CLAYTON AND

LEONARD FOSTER JR. AND ALL MARRIED PERSONS DEALING WITH THEIR SOLE AND SEPARATE
whose current address is PROPERTY

P.O. BOX 155 SWAN VALLEY ID 83449

the grantees, the following described premises, in BONNEVILLE County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

INSTRUMENT NO. 943669
DATE 6-2-97
INST. CODE 205
FICHE NO. 12321-38
FEE 600
STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss
I hereby certify that the within
instrument was recorded.
Ronald Longmore,
County Recorder
By [Signature] Deputy
Request of

2 00 3 01

COUNTY

113660

SUBJECT TO: ALL EXISTING PATENT RESERVATIONS, EASEMENTS, RIGHTS OF WAY,
PROTECTIVE COVENANTS, ZONING ORDINANCES, AND APPLICABLE BUILDING CODES,
LAWS AND REGULATIONS.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
THEIR heirs and assigns forever. And the said Grantors do hereby covenant to and with the said
GranteeS, that They ARE the owner in fee simple of said premises; that they are free from all incumbrances

and that They will warrant and defend the same from all lawful claims whatsoever.

Dated: MAY 28 1997

[Signature]

TED BAKER

[Signature]

SHARON J. BAKER



On the day of MAY, 1997,
before me, a Notary Public in and for said State, personally appeared
TED BAKER
AND SHARON J. BAKER

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

[Signature]
Notary Public

Residing at My Commission Expires May 02, 1998
Comm. Expires

943670

ACKNOWLEDGEMENT OF EASEMENT

The general purpose of this agreement is to acknowledge an existing easement for ingress-egress as follows:

An easement for an existing driveway through the S.E. corner of Section 9, T1N, R44 East, (S.V.). This easement has been used by the Beam family exclusively to access the homesite and farm and shall continue in that capacity only.

4

This agreement can be assigned and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties. The parties further intend that all covenants, promises and obligations bind the owner of said real property, presently and perpetually, and all heirs, successors and assigns of the property and may be enforced against all such heirs, successors and assigns jointly and severally.

* Ted Baker
 * Sharon J. Baker
 Ted and Sharon Baker

Azza Al-Alawi
 Notary Public-State of Arizona
 MARICOPA COUNTY
 My Comm Exp July 10, 1997
 Ted Baker & Sharon Baker only
 5-10-97

Francis Beam Celeste Beam
 Francis and Celeste Beam

STATE OF IDAHO)
 County of Bonneville) ss.

2 11 3 01
 COUNTY
 543670

On this 16th day of May, 1997, before me, the undersigned, a Notary Public for said State, personally appeared FRANCIS BEAM and CELESTE BEAM, known or identified 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.

William J. Davis
 Notary Public for Idaho
 Residing at Idaho Falls, ID
 My commission expires: 11-18-98

INSTRUMENT NO.	943670
DATE	6-2-97
INST. CODE	913
FICHE NO.	12321-40
FEE	30
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss. I hereby certify that the within instrument was recorded. Ronald Langmore, County Recorder By <u>William J. Davis</u> Deputy Request of	

943671

11-11770-DU

REAL ESTATE MORTGAGE

For Value Received,

RICHARD I. CLAYTON JR., GENE R. KANTACK AND LEONARD FOSTER JR., ALL MARRIED PERSONS
the mortgagor S, do hereby grant, bargain, sell and convey unto

TED BAKER AND SHARON J. BAKER, HUSBAND AND WIFE
the mortgagee S, the following described premises, in **BONNEVILLE**

County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

5

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said mortgagee S,
THEIR heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of TWO HUNDRED FORTY
THOUSAND AND NO/100THS***** DOLLARS
with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the
mortgagee, with final payment due MAY 30TH, 2007
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 mortgagor S covenant and agree with the mortgagee as follows: That T he YARBe owner SIn fee simple of the above described premises and that they
are free from all encumbrances

That T he Y will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That T he Y 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 T he Y will keep the buildings
on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagee S with loss, if any, payable to the mortgagee S as
interest may appear, in the sum of at least \$, and deliver such policy or policies of insurance to the mortgagee S, until the same secured by this mortgage are
fully paid with interest. The mortgagee S 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 report
from a reputable title company and the mortgagor S agree to pay the cost thereof upon demand.

If the mortgagor S shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee S may pay the same or
procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee S for any such purpose shall be added to the indebted-
ness 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 S hereby sell and assign to the mortgagee S
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 or interest,
or in any of the covenants or agreements herein contained, then the mortgagee S or assigns, at his option, may declare the entire indebt-
edness 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 out of the
moneys arising from such sale retire 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, pay over
to the mortgagor S. THEIR heirs and assigns.

Dated: MAY 30, 1997

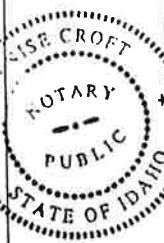
Richard I. Clayton Jr.
RICHARD I. CLAYTON JR.
Leonard Foster Jr.
LEONARD FOSTER JR.

Gene R. Kantack
GENE R. KANTACK

STATE OF IDAHO, COUNTY OF BONNEVILLE
On this 30th day of May, 1997
before me, a Notary Public in and for said State, personally
appeared *Richard I. Clayton Jr.*
and Leonard Foster Jr.
and Gene R. Kantack

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Delmer L. Coff
Notary Public,
Residing at *Idaho Falls* Idaho.
Comm. Expires *02/27/98*



INSTRUMENT NO. 943671
DATE 6-2-97
INST. CODE 320
FICHE NO. 12321-41
FEE 600
STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss
I hereby certify that the within
instrument was recorded.
By *Richard Langmore*
County Recorder
Request of *Richard Langmore*

INSTRUMENT NO.

EXHIBIT A

Township 1 North, Range 44, east of the Boise Meridan, Bonneville County, Idaho

Section 9: E~~X~~SW~~X~~, SE~~X~~ EXCEPT:

Beginning at the Southwest Corner of Section 9, Township 1 North, Range 44, East of the Boise Meridian, running S. 89°54'10" E. 2961.38 feet and North 30 feet to the True Point of Beginning; running thence S. 89°54'10" East 293.18 feet, thence N. 13°02'01" W. 205.54 feet, thence North 89°54'10" W. 302.12 feet, thence S. 15°26'05" E. 207.75 feet to the point of beginning.

SUBJECT TO: an access Easement 20 feet wide along the East property line.

970328

ATEL

Warranty Deed

For Value Received

GENE R. KANTACK AND RICHARD I. CLAYTON JR. AND LEONARD FOSTER JR.,
ALL MARRIED MEN DEALING WITH THEIR SOLE AND SEPARATE PROPERTY

the grantorS do hereby grant, bargain, sell and convey unto
MICHAEL C. GRIMES AND CRISTIN R. GRIMES, HUSBAND AND WIFE

whose current address is

P.O. BOX 89 SWAN VALLEY ID 83449

BONNEVILLE

the grantee S, the following described premises, in

County Idaho, to wit:

See Attached Exhibit "A"

TOGETHER WITH PRORATA SHARE OF PALISADES IRRIGATION CANAL CO. WATER FOR 4 OR 5 ACRES.

SUBJECT TO: ALL existing patent reservations, easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GranteeS.
THEIR heirs and assigns forever. And the said GrantorS do hereby covenant to and with the said Grantee S, that they ARE the ownerS in fee simple of said premises; that they are free from all incumbrances

and that They will warrant and defend the same from all lawful claims whatsoever.
June 11, 1998

Dated:

GENE R. KANTACK

RICHARD I. CLAYTON JR.

LEONARD FOSTER JR.

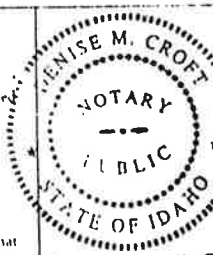
STATE OF IDAHO, COUNTY OF

On this day of Bonneville, 1998,
before me, Notary Public in and for the State of Idaho, personally appeared

GENE R. KANTACK
RICHARD I. CLAYTON JR.

known to me to be the personS whose name S ARE
subscribed to the within instrument, and acknowledged to me that
THEY executed the same as their free and voluntary act.

Residing at IDAHO FALLS
Comm. Expires 02/27/04



INSTRUMENT NO. 970328
DATE 6-11-98
INST. CODE 5205
FICHE NO. 13378-44
FEE 6-

STATE OF IDAHO
COUNTY OF (BONNEVILLE)
I hereby certify that the within
instrument was recorded.

Ronald Longmore
County Recorder
Deputy

Notary Public
Commission Exp. 2-27-04

RECORDED
BONNEVILLE COUNTY

970328

98 JUN 11 PM 3 32

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EXHIBIT A

BEGINNING AT A POINT THAT 12 SOUTH 89°54'10" EAST ALONG THE SECTION LINE 2754.24 FEET FROM THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE SOUTH 89°54'10" EAST ALONG SAID SECTION LINE 644.54 FEET; THENCE NORTH 00°05'50" EAST 430.00 FEET; THENCE NORTH 89°54'10" WEST 644.54 FEET; THENCE SOUTH 00°05'50" WEST 430.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EXISTING COUNTY ROAD RIGHT OF WAY AND EASEMENTS OF RECORD.
EXCEPTING THEREFROM

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, RUNNING SOUTH 89°54'10" EAST 2961.38 FEET AND NORTH 30 FEET TO THE TRUE POINT OF BEGINNING, RUNNING THENCE SOUTH 89°54'10" EAST 293.18 FEET, THENCE NORTH 13°02'01" WEST 205.54 FEET, THENCE NORTH 89°54'10" WEST 302.12 FEET, THENCE SOUTH 15°26'05" EAST 207.75 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EXISTING ACCESS EASEMENT 20 FEET WIDE ALONG THE EAST PROPERTY LINE.

975205

ATEC

PARTIAL RELEASE OF MORTGAGE

Know all men by these presents, that, TED BAKER AND SHARON J. BAKER,
HUSBAND AND WIFE
 _____ party
 of the first part, having received satisfactory partial payment on that
 certain mortgage executed by RICHARD I. CLAYTON, JR., GENE R. KANTACK, AND
LEONARD FOSTER, JR. ALL MARRIED PERSONS DEALING WITH THEIR SOLE
AND SEPARATE PROPERTY Mortgagor,
 dated MAY 30, 1997, recorded JUNE 2 1997,
 in Book No. _____, at Page No. _____, as Instrument No. 943671, Official
 records of BONNEVILLE County, Idaho, does hereby release from the lien
 of said mortgage the following described premises, to wit:

SEE ATTACHED EXHIBIT "A"

98 AUG 19 PM 2 22

BONNEVILLE COUNTY
RECORDER

975205

and that the remainder of lands described in the above mentioned mortgage shall
 remain subject thereto as heretofore.

INSTRUMENT NO.	975205
DATE	8-19-98
INST. CODE	355
FICHE NO.	13582-27
FEE	6-
STATE OF IDAHO COUNTY OF BONNEVILLE) "	
I hereby certify that the within Instrument was recorded.	
Ronald Longmire, County Recorder	
By	<i>[Signature]</i> Deputy
Request of	

By: *[Signature]*
 TED BAKER
 By: *[Signature]*
 SHARON J. BAKER
 By: _____
 By: _____

STATE OF IDAHO, COUNTY OF BONNEVILLE

On this 1 day of June, 1998, before me a notary public in
 and for said State, personally appeared

TED BAKER AND SHARON J. BAKER
 known to me to be the persons whose names are subscribed to the within instru-
 ment, and acknowledged to me that they executed the same.

Residing at: Peoria AZ
 Comm. Expires: 6/8/99

[Signature]
 Notary Public

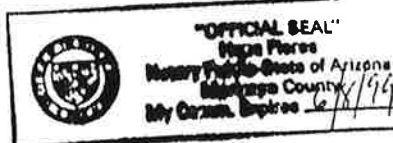


EXHIBIT A

BEGINNING AT A POINT THAT IS SOUTH 89°54'10" EAST ALONG THE SECTION LINE 2754.24 FEET FROM THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO; RUNNING THENCE SOUTH 89°54'10" EAST ALONG SAID SECTION LINE 644.54 FEET; THENCE NORTH 00°05'50" EAST 430.00 FEET; THENCE NORTH 89°54'10" WEST 644.54 FEET; THENCE SOUTH 00°05'50" WEST 430.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EXISTING COUNTY ROAD RIGHT OF WAY AND EASEMENTS OF RECORD. EXCEPTING THEREFROM

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, RUNNING SOUTH 89°54'10" EAST 2961.38 FEET AND NORTH 30 FEET TO THE TRUE POINT OF BEGINNING, RUNNING THENCE SOUTH 89°54'10" EAST 293.18 FEET, THENCE NORTH 13°02'01" WEST 205.54 FEET, THENCE NORTH 89°54'10" WEST 302.12 FEET, THENCE SOUTH 15°26'05" EAST 207.75 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EXISTING ACCESS EASEMENT 20 FEET WIDE ALONG THE EAST PROPERTY LINE.

STATE
INSTRUMENT NO.
FICHE NO.
1-312
334-41

698107

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Approved
Ansch.
1977

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE ANSCHUTZ CORPORATION (herein called "Assignor"), 2400 Anaconda Tower, 555 Seventeenth Street, Denver, Colorado 80202, does hereby remise, release, sell, convey and quitclaim unto the following named Parties (herein called "Assignees") the overriding royalty interest set out below their names:

G. Christian Crosby
210 Garfield St.
Denver, CO 80206
an undivided 0.00389805%
of 8/8ths

John F. Orr,
Suite 155, 420 East 58th Ave.
Denver, CO 80216
an undivided 0.0740629%
of 8/8ths

of all oil, gas and other hydrocarbons (collectively "Hydrocarbons") produced, saved and sold from the land described in Exhibit "A" attached hereto and made a part hereof, or if no land is described in Exhibit "A" for a particular lease, then as to that lease, from the land actually covered by such lease (all of such land being herein called the "Land") under and pursuant to the leases described in Exhibit "A" and any extensions thereof and any renewals thereof taken or acquired by Assignor or its affiliates (as defined below) within six months after the date of termination of any of the leases described in Exhibit "A" of which any of the new leases is a renewal (all of such leases being herein called the "Leases"), subject to the following terms and conditions:

A. The overriding royalty interest herein assigned (the "Overriding Royalty Interest") is subject to the terms and provisions of the Leases and any amendments or modifications thereto, and to the terms and provisions of those agreements described in Exhibit "A".

B. The Overriding Royalty Interest shall be free and clear of all drilling, developing, and operating costs and expenses except the proportion of such costs equal to Assignees' interest in the Hydrocarbons produced, saved and sold from the Land of all costs incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing such Hydrocarbons in order to make them marketable.

C. Without limiting the Hydrocarbons that may otherwise be deemed not to have been saved and sold from the Land for purposes of this Assignment, Hydrocarbons included in the following categories shall be deemed not to have been saved and sold from the Land for purposes of this Assignment:

(1) Hydrocarbons that are used for operations on or in connection with the Land or the Leases, including without limitation, Hydrocarbons used in any central plant serving any of the Leases or any wells located on the Land;

(2) Hydrocarbons injected into injection wells located on the Land or on land pooled therewith or otherwise used in connection with any recycling, pressure maintenance or other operational program affecting the Land or any wells located thereon.

In addition, before calculating the Overriding Royalty Interest, Assignor may deduct from the Hydrocarbons upon which the Overriding Royalty Interest would otherwise be based the amount of all Hydrocarbons included in the above two categories that were not produced from the Land under or

pursuant to the Leases. Even though the Leases provide that shut-in gas payments shall be made as royalties rather than rentals, Assignees shall not be entitled to any payment in connection with such shut-in gas payments. Except as may be otherwise provided in this Assignment, the Overriding Royalty Interest shall be treated, computed, paid and delivered to Assignees in the same manner and under the same terms and conditions as are provided in each of the Leases for the payment or delivery of royalties to the lessor therein.

D. Assignees shall bear and pay all taxes and governmental assessments of every nature whatever which may now or hereafter be applicable to or in any manner connected with or a lien upon the Overriding Royalty Interest or the production attributable thereto or the income produced therefrom, including without limitation all windfall profit, production, severance, gathering, transportation and similar taxes. Assignees shall also bear and pay such other costs and charges as would be applicable to and similarly borne by lessors' royalties under the terms of the Leases.

E. Assignor reserves the right to pool and unitize the Overriding Royalty Interest under such terms, conditions and provisions as Assignor may decide and any such pooling and unitization shall be binding upon Assignee. Nevertheless, if requested by Assignor, Assignees agree to consent to and join any unit operation and agreement.

F. The phrase "under and pursuant to the Leases" as used in this Assignment includes without limitation any and all effects resulting from the lessor under any particular Lease owning less than the entire and undivided fee simple interest in the oil and gas mineral estate in the portion of the Land covered by that Lease. Specifically, the use of such phrase in the granting clause of this Assignment means that if the lessor under a particular Lease owns less than the entire and undivided fee simple interest in the oil and gas mineral estate in the portion of the Land covered by that Lease, then the Overriding Royalty Interest insofar as it relates to that Lease shall be based only upon otherwise eligible Hydrocarbons attributable to the portion of such oil and gas mineral estate owned by such lessor.

G. The term "affiliates" as used in the granting clause of this Assignment includes only those entities in which Assignor directly or indirectly owns a majority interest and those entities which directly or indirectly own a majority interest in Assignor.

H. Nothing contained in this Assignment shall be deemed or construed to require Assignor, and Assignor shall have no obligation, to keep, renew, drill upon, produce from or operate the Leases. Assignor reserves the right to act or omit to act in such manner that the Leases or any of them terminate or expire for any reason whatsoever.

I. It is agreed that with respect to United States government leases only, the portion of the Overriding Royalty Interest which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregates in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

J. This assignment is made without any warranties of title, either expressed or implied.

References in Exhibit "A" to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit "A" are

to the official real property records of the county or counties in which the Land is located and in which records of such instruments are in fact recorded or in which records of like instruments are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

Additional separate assignments of the Overriding Royalty Interest may be executed on approved forms by Assignor to Assignees, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Any such assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same as and not in addition to the Overriding Royalty Interests.

Rights and obligations under this Assignment shall be binding upon and inure to the benefit of Assignor and Assignees and their respective personal representatives, heirs, successors and assigns.

This Assignment of Overriding Royalty Interest in executed on the date shown in the acknowledgment set forth below, is delivered on January 7, 1986, and is effective for all purposes as of 7:00 a.m., local time, on the first day of January, 1986.

THE ANSCHUTZ CORPORATION

ATTEST:

By

[Signature]
Assistant Secretary

By

[Signature]
Miles A. Williams,
Vice President

STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

Before me, Mary Cecile Burkman, a Notary Public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named Miles A. Williams and Pamela S. Cooley, personally known to me to be the identical persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice President and Assistant Secretary, respectively, of The Anschutz Corporation, a Kansas corporation, the corporation described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, on the day and year herein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal this 5th day of January 1986.

[Signature]
Mary Cecile Burkman
Notary Public residing at
555 17th Street
Denver, Colorado

My commission expires: September 19, 1989

15 E A 11

THE ANSCHUTZ CORPORATION
LEASE SCHEDULE

EXHIBIT "A", STATE OF IDAHO COUNTY OF BONNEVILLE

LEASE NO.	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDING DATA
1D-5398-A	Tom Baker et. ux.	Cities Service Company	02/13/76	10 yrs.	Township 1 North, Range 44 East Section 9: E/2SW, SE	240.00	240.00	Inst. #495079
1D-5398-B	Jerry Reed et. ux.	Cities Service Company	02/13/76	10 yrs.	Township 3 North, Range 41 East Section 28: W/2E/2, E/2W/2, W/2SW/4 Section 29: S/2SE/4 Section 32: N/2SE/4 Section 33: NW/4NE/4, N/2NW/4	630.00	680.00	Inst. #495078
1D-5398-C	Wilford A. Martin et. ux.	Cities Service Company	02/06/76	10 yrs. extended 5 yrs.	Township 1 North, Range 44 East Section 6: SE/4SW/4 East of highway less Tract 1, SW/4SE/4 less 1 acre in NE corner Township 2 North, Range 44 East Section 29: SW/4SE/4 Section 32: NW/4NE/4	145.00	145.00	Inst. #495077
1D-5398-D	Cecilia M. Clark	Cities Service Company	02/09/76	10 yrs.	Township 2 North, Range 42 East Section 13: N/2NW Section 14: NE/4NE/4 Township 2 North, Range 43 East Section 12: Lots 10, 11, E/2SW Section 18: Lots 1-4, E/2W/2, S/2SE Section 19: E/2NE, NW/4E, N/2NW Section 20: NW/4SW/4	908.75	908.75	Inst. #495075
1D-4560-TTTT	15697	Richard W. Eckels	05/01/82	10 yrs.	Township 3 South, Range 46 East Section 15: Lot 8	15.20	15.20	

1985
ANSCHUTZ BUYS LITTLE
GEORGE OIL CO. INTEREST

704314

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LITTLE GEORGE OIL COMPANY, INC., 8400 Killarney, Wichita, Kansas 67206, mortgagor of Sedgwick County, State of Kansas, to secure the payment of two promissory notes, each in the amount of \$3,359,500.00 (\$6,719,000.00 total), made pursuant to that certain Agreement dated September 23, 1980, between THE ANSCHUTZ CORPORATION and LITTLE GEORGE OIL COMPANY, INC., with interest, and payable as evidenced by the promissory notes of even date herewith, does hereby mortgage to THE ANSCHUTZ CORPORATION, mortgagee, whose address is 555 17th Street, 2400 Anaconda Tower, Denver Colorado 80202, the following described real estate, situated in the Counties of Bonneville, Carbon, Blaine, Bluff and Teton, in the State of Idaho, to-wit:

704314

all of Little George Oil Company, Inc.'s interest in those oil and gas leases and leasehold estates described in Exhibit "A" attached hereto, together with any other rights to or under or derived from unitization, pooling and operating agreements and the units created thereby (including any and all units formed under orders, regulations, rules or other official acts of governmental authority having jurisdiction), insofar as the same cover or relate to the leases.

DBT

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and in case the mortgagor shall fail to pay such taxes and assessments, as aforesaid, the mortgagee may pay said taxes and assessments, and all sums so paid shall be added to and considered a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable and the mortgagee, its legal representatives, or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including any reasonable attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the

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In

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704314 - SEC

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sali



homestead laws of said state.

Dated this 30th day of September, A.D., 1935.

In the presence of

ATTEST:

asst. Kenneth H. Bingle
SECRETARY

LITTLE GEORGE OIL COMPANY, INC.

BY: George J. Ablah
GEORGE J. ABLAH
PRESIDENT

ACKNOWLEDGEMENTS

STATE OF COLORADO

COUNTY OF DENVER

On this 30th day of September, A.D. 1935, before me personally appeared GEORGE J. ABLAH, to me personally known who, being by me duly sworn, did say that he is the PRESIDENT of LITTLE GEORGE OIL COMPANY, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that GEORGE J. ABLAH acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.



J. S. Anderson
Notary Public

Residing in: Denver, Colorado

My commission expires: August 26, 1938

INSTRUMENT NO.	104314
DATE	5-6-36
INST. CODE	615
FICHE NO.	3685-01
FEE	126.00
STATE OF COLORADO	
COUNTY OF	
FILED	
INSTRUMENT NO.	
RECORDED FOR	
BY	<u>Frank J. Anschutz</u>
FOR	<u>Corp</u>

THE ANSCHUTZ CORPORATION
LEASE SCHEDULE

EXHIBIT "A", STATE OF IDAHO COUNTY OF BONNEVILLE
January 29, 1986

LEASE NO.	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDING DATA
1D-5398-A	Ted Baker et. ux.	Cities Service Company	02/13/76	10 yrs.	Township 1 North, Range 44 East Section 9: E/2SW, SE	240.00	240.00	Inst. #495079
1D-5398-B	Jerry Reed et. ux.	Cities Service Company	02/13/76	10 yrs.	Township 3 North, Range 41 East Section 28: W/2:1/2, E/2W/2, W/2SW/4 Section 29: S/2SE/4 Section 32: N/2NE/4 Section 33: NW/4NE/4, N/2NW/4	680.00	680.00	Inst. #495075
1D-5398-C	Wilford A. Martin et. ux.	Cities Service Company	02/06/75	10 yrs. extended 5 yrs.	Township 1 North, Range 44 East Section 6: SE/4SW/4 East of Highway less Tract 1, SW/4SE/4 less 1 acre in NE corner Township 2 North, Range 44 East Section 29: SW/4SE/4 Section 32: NW/4NE/4	145.00	145.00	Inst. #495077
1D-5398-D	Cecilia M. Clark	Cities Service Company	02/19/76	10 yrs.	Township 2 North, Range 42 East Section 13: N/2NW Section 14: NE/4NE/4 Township 2 North, Range 43 East Section 7: Lots 10, E/2SW Section 18: Lots 1-4, N/2W/2, S/2SE Section 19: E/2NE, NW/4, N/2NW Section 20: NW/4NW/4	908.75	908.75	Inst. #495075

WANTED BLUE PRINT OF
CARTER, WORKING

76

Cities Service

hypoxia after rapid ascent

DETAILS

Bonneville, State of Idaho

File 1100551

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

ACKNOWLEDGMENT — INDIVIDUALS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of Febr., 1976, personally appeared Ted Baker and Sharon Baker, his

and _____ to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ they _____ duly executed the same as _____ their _____ free and voluntary act and deed for the uses and purposes therein set forth.

HERBOP. I have hereunto set my hand and affixed my notarial seal _____ day and year last above written.

Notary Public

Notary Public:



State of _____ }
County of _____ }

by The foregoing instrument was acknowledged before me this _____ day of _____, 19____.

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of _____
County of _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally
appeared _____, known to me personally known, who, being by
me duly sworn, did say that he is the _____ of _____

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this..... day of..... A.D. 19.....

(SEAL)

My Commission expires

Notary Public

495179
APR 11 AM '76
TO
COUNTY
19
The document was filed for record on the
19
it and duly recorded in
the records of this office
Attest
County Clerk
When recorded return to
RETURN TO
COUNTY CLERK
LAND DEPT.
MAY 11 1876
Depository

1970
Teda Sybil divorce
Ted paye Sybil \$27.7/AC
TO QUIT CLAIM

415616

QUIT CLAIM DEED

THIS INDENTURE, made the 31st day of December in the year of our Lord, one thousand nine hundred and seventy, between SYBIL BAKER, a single woman

of the County of Idaho and State of Idaho,
the party of the first part, and TED BAKER, a single man, of the City of Idaho Falls,
AGE 46
of the County of Bonneville and State of Idaho,
part Y of the second part

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other valuable consideration----- ~~XXXXXX~~ lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do^{es} by these presents demise, release and forever quit claim unto the said party of the second part, and to his heirs and assigns all the certain lot^s, piece^s, or parcel^s of land situate, lying and being in the County of BONNEVILLE and State of IDAHO, and bounded and described as follows, to-wit:

Tract One:
The Southeast Quarter (SE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), Township One North, Range Forty-four (44) East of the Boise Meridian. 240 AC

Tract Two:
The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), Township One North, Range Forty-four (44), East of the Boise Meridian. 80 AC

Tract Three:
The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), Township One North, Range Forty-four (44) East of the Boise Meridian. 40 AC

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part and to his heirs and assigns forever.

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

Signed, sealed and delivered in the presence of
Thomas C. White (SEAL)
Sybil Baker (SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO }
County of Bonneville } ss.

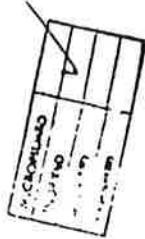
I DO HEREBY CERTIFY,

on this 31st day of December in the year 1970, before me
Thomas C. Whyte, a Notary Public

In and for said County and State, personally appeared Sybil Baker

known to me to be the person whose name is subscribed to the within and foregoing
Instrument and acknowledged to me that She executed the same.

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



Thomas C. Whyte
Notary Public

Residing at Idaho Falls, Idaho

My Commission expires January 16, 1973

415616

No. _____
QUIT CLAIM DEED
MAR 9 11 13 AM '71

TO

Dated March 9, 1971

Recorded at the request of

, 19

12 minutes past 11 o'clock

5 M., in Record of

County of Bonneville

State of Idaho.

Recorder.

By Alvin J. Jensen

Deputy Recorder.

Alvin J. Jensen
Recorder of Deeds

WARRANTY DEED

354007

THIS INDENTURE, Made this 22nd day of October, 1965
by and between Henry Young and Fern Young, his wife

of the County of Bonneville, State of Idaho, the part les of the first
part, and Ted Baker and Sybil June Baker, his wife,

of the County of Bonneville, State of Idaho, the part les of the second
part.

WITNESSETH, That the said part les of the first part, for and in consideration of the sum of
One dollar and other valuable considerations DOLLARS
lawful money of the United States of America, to them in hand paid by part les of the second
part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these
presents do they grant, bargain, sell, convey and confirm unto the said part les of the second part
and to their heirs and assigns forever, all the following described real estate, situate in the
County of Bonneville, State of Idaho, to wit:

Beginning at the Southwest Corner of the Southeast Quarter of the
Southwest Quarter of Section nine (9), Township one (1) North,
Range forty-four (44), East of the Boise Meridian, thence North
forty seven (47) rods, thence Southeasterly to a point on the
South line of said Section nine (9), that is seventy three (73)
rods East of the place of beginning, thence West seventy three (73)
rods to the place of beginning.



TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto be-
longing or in anywise appertaining, and the reversion or 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 part les of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, to-
gether with the appurtenances, unto the part les of the second part, and to their heirs and
assigns forever. And the said part les of the first part, and their heirs, the said premises
in the quiet and peaceable possession of the said part les of the second part, and their heirs
and assigns against the said part les 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 WAR-
RANT and by these presents forever DEFEND.

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

Signed, sealed and delivered in the
presence of

Henry Young (SEAL)
Fern Young (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF IDAHO

County of Bonneville } ss.

On this 22nd day of October, in the year 1965 before me
the undersigned, a Notary Public in and for the State of Idaho, personally
appeared

HENRY YOUNG and FERN YOUNG his wife

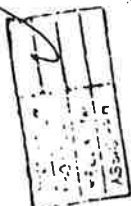
known to me to be the person s whose name s are subscribed to the within instrument, and
acknowledged to me that he y executed the same.

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



John M. Corless
Notary Public
Residing at Idaho Falls, Idaho

My Commission Expires _____, 19____



35 No. 007

WARRANTY DEED

Nov 3 1 55 PM '65

Dated _____, 19____

STATE OF IDAHO

County of Bonneville

I hereby certify that this instrument
was filed for record at the request of

at 5.6 minutes past 1

o'clock P. M., this 5

day of November, 1965

in my office and duly recorded in

Book _____ of Deeds, at

page _____

William Henson

Ex-Officio Recorder

By Harold Henson Deputy

Fees \$ 1.50

30.

EXECUTOR'S DEED

1960 SEP 21 PM 4:40

THIS INDENTURE, MADE THIS 12TH DAY OF SEPTEMBER, 1960, BY AND BETWEEN TED BAKER, AS THE DULY APPOINTED, QUALIFIED AND ACTING EXECUTOR OF THE LAST WILL AND TESTAMENT OF LUCILLE BAKER, DECEASED, PARTY OF THE FIRST PART, AND TED BAKER AND SYBIL BAKER, HIS WIFE, OF THE COUNTY OF BONNEVILLE, STATE OF IDAHO, PARTIES OF THE SECOND PART:

WITNESSETH: WHEREAS, ON THE 12TH DAY OF SEPTEMBER, 1960, THE PROBATE COURT OF THE COUNTY OF BONNEVILLE, STATE OF IDAHO, DULY MADE A DECREE IN THE MATTER OF THE ESTATE OF SAID LUCILLE BAKER, DECEASED, AUTHORIZING AND DIRECTING THE PARTY OF THE FIRST PART HEREIN TO EXECUTE A DEED OF CONVEYANCE OF THE PROPERTY HEREINAFTER DESCRIBED TO TED BAKER AND SYBIL BAKER, HIS WIFE, PARTIES OF THE SECOND PART; AND

WHEREAS, SAID DECREE WAS MADE PURSUANT TO, AND TO CARRY INTO EFFECT, AN AGREEMENT TO CONVEY SAID PROPERTY, EXECUTED BY THE SAID LUCILLE BAKER, DECEASED, IN HER LIFETIME, TO-WIT, THE 15TH DAY OF OCTOBER, 1951, IN FAVOR OF TED BAKER AND SYBIL BAKER, HIS WIFE; AND

WHEREAS, AT THE DATE OF SAID DECREE ABOVE REFERRED TO, ON, TO-WIT, SEPTEMBER 12, 1960, THE PARTIES OF THE SECOND PART HEREIN WERE AND NOW ARE THE OWNERS AND HOLDERS OF SAID AGREEMENT TO CONVEY;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, HERETOFORE PAID TO SAID PARTY OF THE FIRST PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, CONVEY AND CONFIRM UNTO THE SAID PARTIES OF THE SECOND PART ALL THAT CERTAIN PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF BONNEVILLE, STATE OF IDAHO, AND PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E $\frac{1}{2}$ SW $\frac{1}{4}$) OF SECTION NINE (9), TOWNSHIP ONE (1) NORTH, RANGE FORTY-FOUR (44) EAST OF THE BOISE MERIDIAN, EXCEPTING THEREFROM, COMMENCING AT A POINT 47 RODS NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE $\frac{1}{4}$ SW $\frac{1}{4}$) OF SAID SECTION 9, TOWNSHIP 1

1960 - PROBATES TO TED (SOP OF LUCILLE & WM) 240 AC LESS 10.7 AC WHICH SISTER FERN & HOSBARD HAVE

BOOK 130 PAGE 84

NORTH, RANGE 44 E.B.M., AND RUNNING THENCE IN A
SOUTHEASTERLY DIRECTION TO THE SOUTH LINE OF SAID
SE 1/4 SW 1/4, THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF
SAID SE 1/4 SW 1/4 73 RODS TO THE PLACE OF BEGINNING, SAID
EXCEPTED LAND CONTAINING 10.7 ACRES MORE OR LESS.

THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2 SW 1/4) OF
SECTION FIFTEEN (15), TOWNSHIP ONE (1) NORTH, RANGE
FORTY-FOUR (44) EAST OF THE BOISE MERIDIAN.

TOGETHER WITH THE TENEMENTS, HEREDITAMENTS, AND
APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE
APPERTAINING. TOGETHER WITH ALL WATER AND WATER
RIGHTS, DITCH AND DITCH RIGHTS, THEREUNTO BELONGING
OR IN ANYWISE APPERTAINING.

SUBJECT TO A CERTAIN MORTGAGE TO THE FEDERAL LAND BANK OF
SPOKANE WHICH PARTIES OF THE SECOND PART EXPRESSLY ASSUME AND AGREE
TO PAY.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE ABOVE DESCRIBED
PREMISES, TOGETHER WITH THE APPURTENANCES, UNTO THE SAID PARTIES
OF THE SECOND PART, THEIR HEIRS AND ASSIGNS FOREVER.

IN WITNESS WHEREOF, SAID TED BAKER, AS EXECUTOR, AS ABOVE
SAID, HAS EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST ABOVE
WRITTEN.

[Signature]
EXECUTOR OF THE LAST WILL
AND TESTAMENT OF LUCILLE
BAKER, DECEASED.

STATE OF IDAHO }
COUNTY OF BONNEVILLE } ss.

ON THIS 21st DAY OF SEPTEMBER, 1960, BEFORE ME, THE UNDERSIGNED,
A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED
TED BAKER, KNOWN TO ME TO BE THE EXECUTOR OF THE ESTATE OF LUCILLE
BAKER, DECEASED, AND THE PERSON WHOSE NAME IS SUBSCRIBED TO THE
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET FORTH MY HAND AND
AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST
ABOVE WRITTEN.

(SEAL)
MY COMMISSION EXPIRES
[Signature]

[Signature]
NOTARY PUBLIC
FOR THE STATE OF IDAHO
RESIDING AT IDAHO FALLS, IDAHO
289644
County of Bonneville } ss.
I hereby certify that the within instrument
was filed for record on 9:00 a.m.
136 1/2 86
83 1/2 86
-2- 1960 SEP 27 AM 9:08
[Signature]

COMPARED	
FILED	
RELEASED	
AS NOTED	

26

Palisades Canal heading

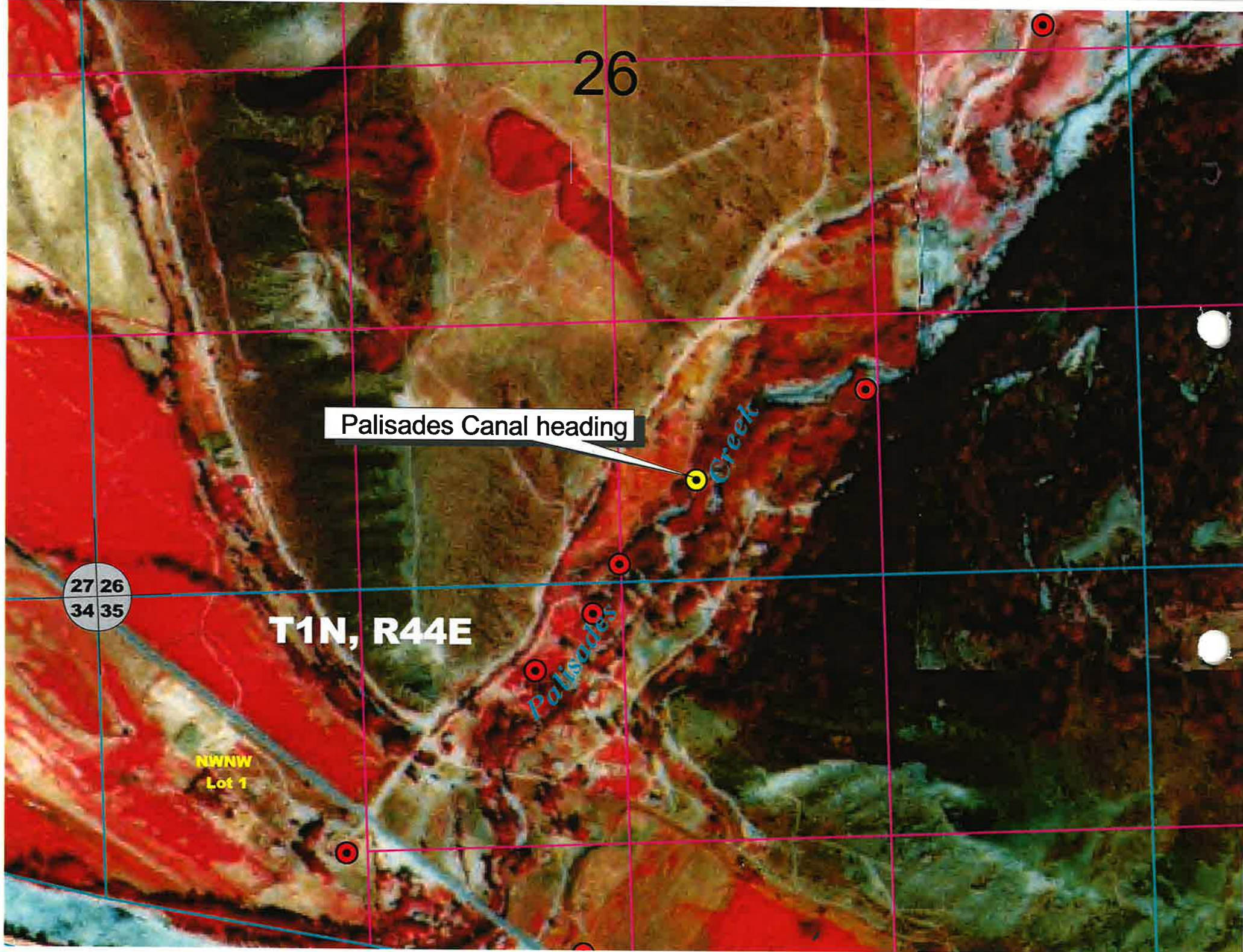
27 26
34 35

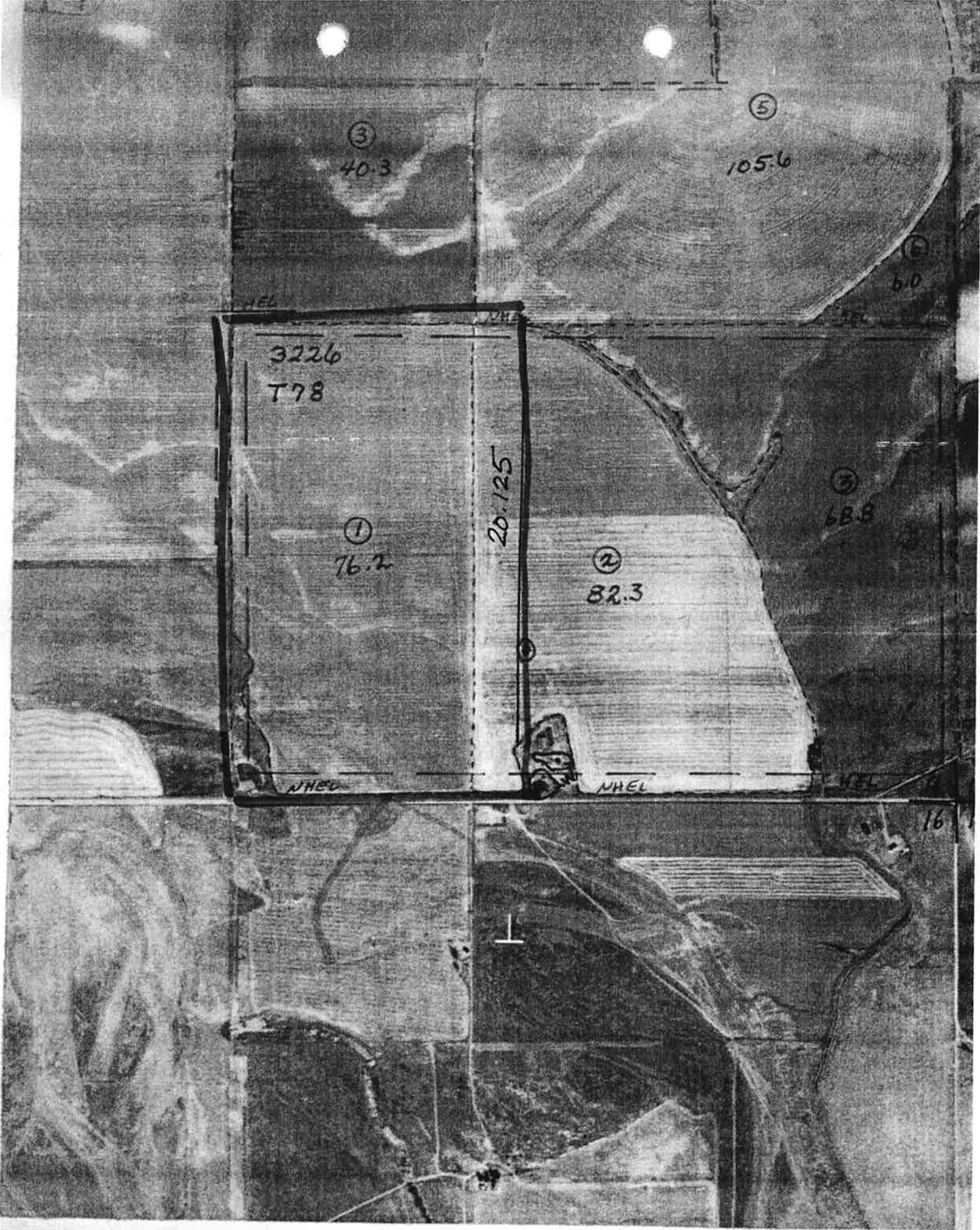
T1N, R44E

NWNW
Lot 1

Palisades

Creek





3.254 - 95.3 AC



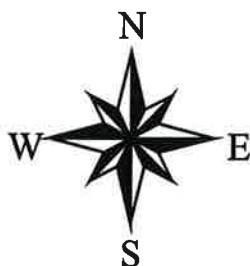
Department of Water Resources

Claim No.: **23-11234**



0 1320 2640 3960 5280 6600 Feet

-  Place of use.shp
-  Sections
-  QQ



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepare by: E. Carlsen
Date: July 2003

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 23-11234
Date Received: 7/11/2003
Receipt No:
Received By:

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

1. Name of Claimant(s)

TONY CHIODO Phone: (208) 483 2980
PO BOX 165
IRWIN ID USA 83428

2. Date of Priority: 08/15/1893

3. Source: PALISADES CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	44E	26	SW NE NW	BONNEVILLE	

5. Description of diverting works:

CONCRETE HEADGATE ON PALISADES CRK/ CANALS AND DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	2.43	

7. Total Quantity Appropriated is:
2.43 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
01N	44E	9	SW SE	IRRIGATION	9.3
			SE SW	IRRIGATION	36
			NW SE	IRRIGATION	10
			NE SW	IRRIGATION	40

Section Acres 95.3

Total Acres 95.3

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:

14. Remarks:

This claim is for a portion of 23-10 that was combined with 23-11 and claimed under 23-10279.

15. Basis of Claim: Decreed

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 X 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): *Lory Schiots* Date: 7-11-03

Date:

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 11th

of July 2003

Jennifer Crabtree

Notary Public

Residing at Idaho Falls Id

My commission Expires 9/23/09

