

09/11/2006

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

RIGHT NUMBER: 24-2001
NAME AND ADDRESS: CARLISLE RANCH LLC
1482 N MORGAN VALLEY DRIVE
MORGAN UT 84050
SOURCE: NEWSWANDER CREEK TRIBUTARY: SALT RIVER
QUANTITY: 0.380 CFS
5.700 AFY
PRIORITY DATE: 05/12/1904
POINT OF DIVERSION:

T04S R46E S15 NWNWSE Lot 3 Within BONNEVILLE County
T04S R46E S15 NWNWSE Lot 3 Within BONNEVILLE County
2 points of diversion located in T4S, R46E, S15, NWNWSE.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	05/01 10/31	0.380 CFS
RECREATION STORAGE	01/01 12/31	5.70 AFY

PLACE OF USE: IRRIGATION Within BONNEVILLE County

T04S R46E S15 Lot 3 NWSE 19.00

RECREATION STORAGE Within BONNEVILLE County

T04S R46E S15 Lot 3 NWSE

19 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: BASIS OF CLAIM - License

Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.



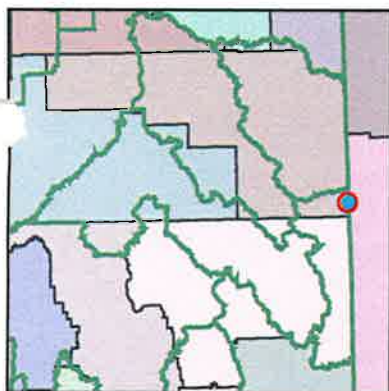
Idaho Department of Water Resources

SRBA Recommendation:

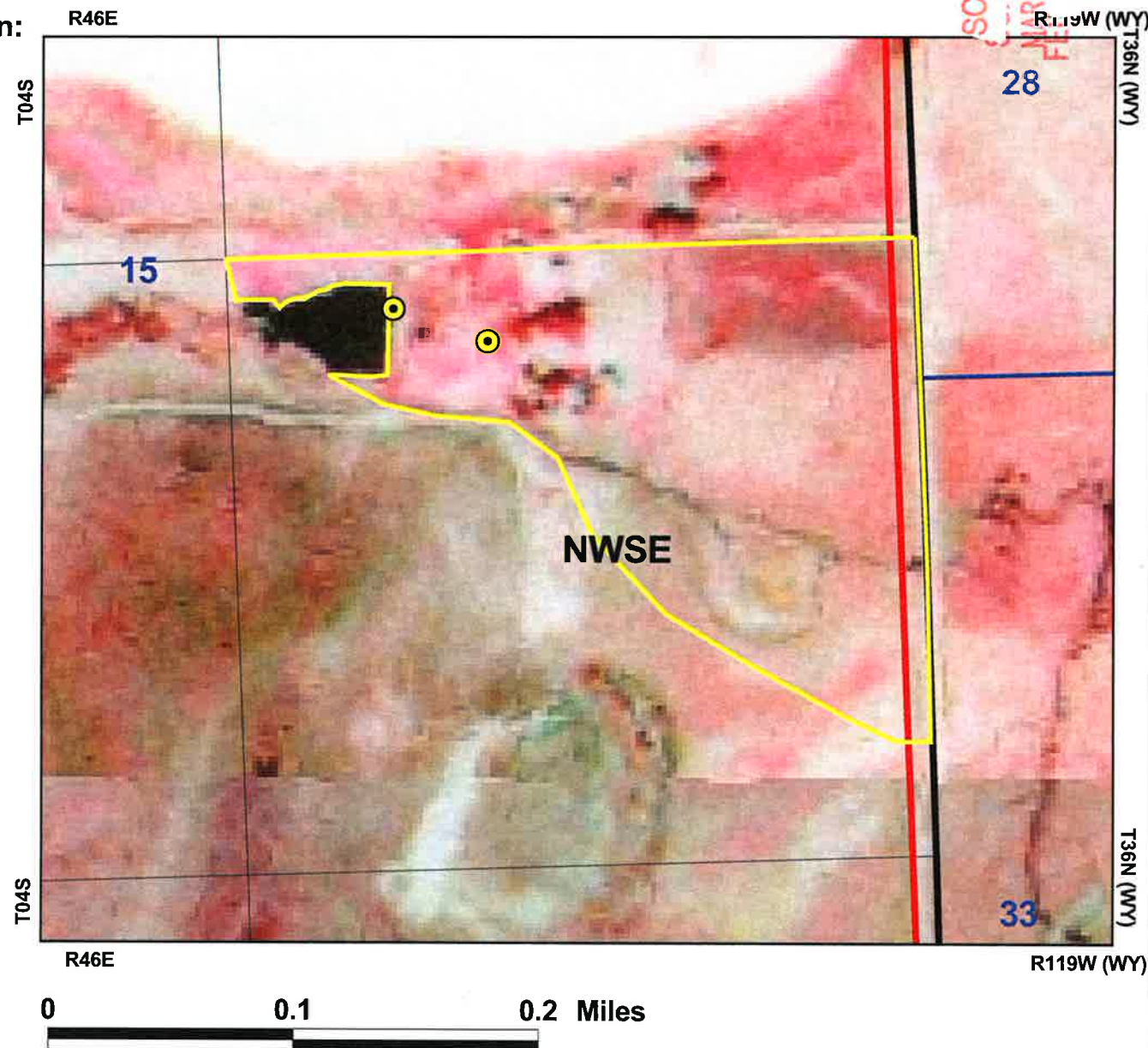
24-2001

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Bonneville County
IDWR Basin 24



Prepared by A. Golart
On Tuesday, August 8, 2006
1987/88 Aerial Photography

Notes

3-3-06 Added to FT + SS. BP

3-3-06 " License + Transfer. BP

Tax Assessor's info included. BP

3-7-06 Added maps. BP

6/6/06 according to the Carlisle's the pond is approx.
18' deep (150' x 75' x 18') CB

6/21/06 Spoke with Kirby Jensen and made
appointment for 7/6/06 @ Noon
to conduct field exam.

Ranch # 208 ← 873-2529 Home - 801-829-4029

Cell # 801-497-6419

7/6/06 - Purchased property 25 years ago

Capacity of Pond = Area in acre ft.

Stopped Irrigation

3

on upper portion of property
in ~ 1976.

~17 acre ft.
35.7
af

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Point of Diversion and Source Data Entry Form

Claim Number 24-2001

Claimed Point of Diversion and Source

T04S R46E S15 NESW Within BONNEVILLE County Source: NEWSWANDER CREEK SALT RIVER

T04S R46E S15 NWSW Within BONNEVILLE County Source: NEWSWANDER CREEK SALT RIVER

T04S R46E S15 NWSE Lot 3 Within BONNEVILLE County Source: NEWSWANDER CREEK SALT RIVER

Use Claimed POD and Source as Recommended POD and Source

Water Right Point of Diversion and Source

Recommended Point of Diversion and Source

Source Information

Source

Newswander CR.

Tributary To

Salt River.

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
<u>04S</u>	<u>46E</u>	<u>15</u>	<u>3</u>	<u>NW SE</u>	<u>Bonneville</u>	

Other rights from this POD? 24-10718

Document how the POD and Source were verified:

Field Exam - (7/6/2006) They place portable pump
into creek above headgate to irrigate land
around Ranch. Pump is placed somewhere
between the two POD'S listed.

POD #1 - 2740394 ELEV 1750m
 USR1323005 ACC. 22.4 ft.

POD #2 - 2740354
 USR1323017

OLD Pump INFO -

Part 6-321231-07 Type CS Cycles 60 Amps 32/16 Serial 76
 FR 182TCZ Code H Phase 1 Volts 115/230 Drive End 207

Reviewer: AODate: 7/6/2006

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New Pump Info - See Photo.

Headgate Jug #. AO 008782

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Place Of Use Data Entry Form

Claim Number 24-2001

Claimed Place Of Use

T04S R46E S15	NESW	40.00	T04S R46E S15	NWSW	35.00
T04S R46E S15	SESW	30.00	T04S R46E S15 Lot 3	NWSE	15.00
T04S R46E S15 Lot 4	SWSE	10.00			
T04S R46E S15 Lot 3	NWSE				
T04S R46E S15 Lot 3	NWSE				

Total Acres 130

☐ Use Claimed POU as Recommended POU

Water Right Place Of Use

Recommended Place of Use

See corrections to claimed POU above

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
04S	46E	15	NW	SE		3	15-25	Irrigation & Recreation

Total Acres 215-25

Document how the POU was verified:

Field Exam - (7/6/2006) Pond user 2740327
322983

Reviewer: ABDate: 7/6/2006 SCANNED

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Contacts Data Entry Form

Claim Number: 24-2001

Owner Type	Full Name	Address	City	State	Zip	Phone
Original Owner	WILLIAM P ROBINSON			ZZ		
Previous Owner	ERWIN H MOSER		FREEDOM	WY		
Current Owner	CARLISLE RANCH LLC	1482 N MORGAN VALLEY DRIVE	MORGAN	UT	84050	(801)829-4029

Date of Field Exam: 7/6/2006 Time: _____Accompanied By: Kerby Jensen Phone Number: Ranch - 208-873-2529
Cell - 801-497-6419Relationship to Claimant: Husband

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

Reviewer: ABDate: 7/6/2006

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POD is ~20 meters up stream and this view is facing west. A portable pump is used in ~2 spots upstream of this point.



The view is facing west ~~at~~ POD.

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POU upstream of pond viewing to the northwest.



POU upstream of pond viewing to the west.

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View of the recreational storage pond facing west.



View of pond outlet under red deck facing northeast.

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Old pump



New pump

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New pump information



3.5in. Sprinkler

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Hose and sprinkler



Inlet to headgate (tag Ao008782) viewing east.

0

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Outlet of headgate for flood irrigation of lower POU

NWNW

NWNE

NESW

GL-3

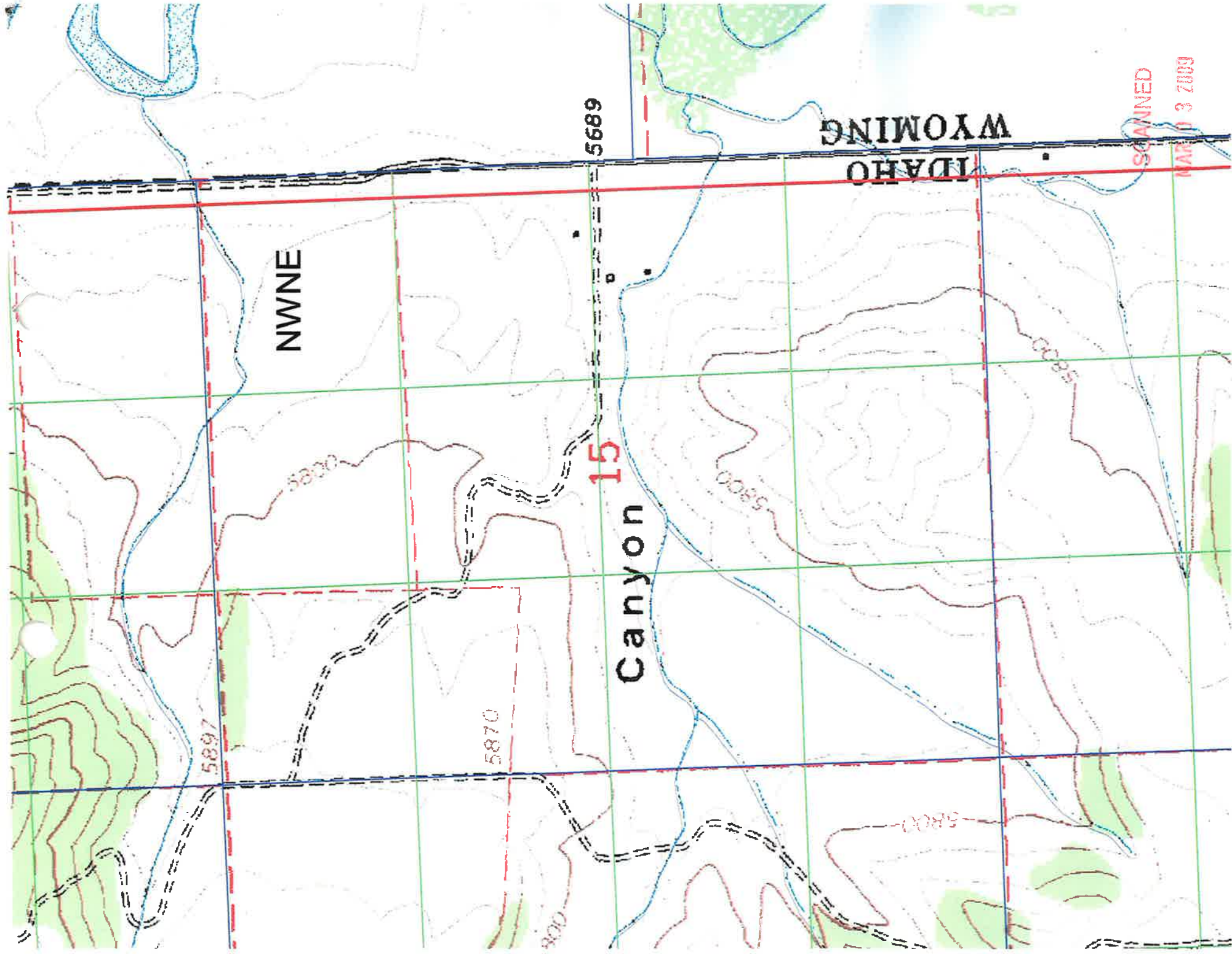
SWSW

SESW

GL-4

SWSE

SCANNED
MAR 10 3 2003



SCANNED
MAY 13 2009

T45, R46E, Sec 15 24, 2001

NWNW

NWNE

SENE

NESE

NESW

GL-3

SESE

SWSW

SESW

GL-4

SWSE

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MAR 03 2009

- Brief -

Bingham County *
Neuenschwander Creek *
2.8 sec. ft. *
Irrigation *
Priority 5-12-04 *

S T A T E O F I D A H O

-- Water License No. 593 --

WHEREAS, On the 12th day of May, A. D. 1904, WILLIAM P. ROBINSON, of Freedom, County of Uinta, and State of Wyoming, duly made application (No. 847) to me for a permit to use three and four-tenths cubic feet per second of the waters of Neuenschwander Creek, County of Bingham, State of Idaho, for irrigation and domestic purposes; and,

WHEREAS, On the 14th day of May, A. D., 1904, Permit No. 593 was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 14th day of November, A. D. 1904, and for the application to beneficial use of said water on or before the 14th day of November, A. D. 1905; and,

WHEREAS, On the 5th day of October, A. D., 1904, the holder of said permit duly made proof of the completion of adequate works for the diversion of three and four-tenths cubic feet per second of said waters, as evidenced by my Certificate No. 593, dated October 24, 1904, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 3.4 cubic feet per second of water, with date of priority of May 12, 1904 and,

WHEREAS, On the 5th day of October, A. D. 1904 proof was duly made of the application to beneficial use of two and eight-tenths cubic feet per second of said water;

NOW, THEREFORE, By virtue of the authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to William P. Robinson, of Freedom, Wyoming, the holder and owner of said Permit No. 593 a perpetual right, dating from May 12, 1904, to the use of two and eight-tenths cubic feet per second of the waters of Neuenschwander Creek, in the County of Bingham and state of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point 64 rods west of S. W. corner of NW $\frac{1}{4}$ of Sec. 15, Tp. 4 S., R. 46 E. B. M., and conducted to and upon lots three and four and east half of south-west quarter of section fifteen, in township four south of range forty-six east of Boise Meridian, for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State, and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS My hand and the seal of my office, at Boise, Idaho, this twenty-fourth day of October, A. D. Nineteen Hundred and four.

Wayne Darlington,

(Seal)

State Engineer.

Recorded October twenty-fourth, 1904.

SCANNED

MAR 03 2009

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

Certificate of Water Right
Transferred Right No. 988

THIS IS TO CERTIFY, That Erwin H. Moser, of Freedom, Wyoming, is the owner of and using a certain water right of 2.8 cubic feet per second of the waters of Neuenschwander Creek, also known as Newswander Creek, said water being obtained by virtue of License No. 593, issued by the State of Idaho, Department of Reclamation, dated October 24, 1904, bearing date of May 12, 1904, for the purpose of irrigating the following described lands situate, lying, and being in the County of Bonneville, State of Idaho, to-wit:

Lots 3, 4, and E $\frac{1}{2}$ SW $\frac{1}{4}$,
Section 15, Township 4
South, Range 46 E.B.M.,

That said License has been entered in the records of the Department, of Reclamation of the State of Idaho, in Volume 1 of Licenses at Page 9 thereof;

And that now, upon the application of Erwin H. Moser for a transfer of 2.8 cubic feet per second, made before the State Reclamation Engineer of the State of Idaho, and said application having been granted, the right to the use of 2.8 cubic feet per second of the waters of Neuenschwander Creek, also known as Newswander Creek, upon the above described land is hereby abandoned, and the place of use of said water under such right is HEREBY CONFIRMED, shall by this Certificate become appurtenant for irrigation and domestic purposes, is described as follows, to-wit:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 3 and 4
Section 15, Township 4 North,
Range 46 E. B. M.,

That said water is to be limited at any given time to an amount actually needed and beneficially used for such purposes and shall not exceed the following amount, to-wit:

2.8 cubic feet per second
or 140 miners inches, with
priority of May 12, 1904;

And that the water right hereby transferred has heretofore been conducted from Neuenschwander Creek, also known as Newswander Creek, with point of diversion at a point 64 rods west of SW corner of the NW $\frac{1}{4}$, Section 15, Township 4 South, Range 46 E. B. M., and delivered through private ditch;

That the water right hereby transferred will hereafter be conducted to the last above described lands from Neuenschwander Creek, also known as Newswander Creek, with point of diversion in the N $\frac{1}{2}$ SW $\frac{1}{4}$, and Lot 3, Section 15, Township 4 South, Range 46 E. B. M., and delivered through private pump, pipe and ditch;

T-928
311-2001

SCANNED

MAR 03 2009

That the right to the use of the water aforesaid, hereby confirmed, is restricted to the lands or place of use last above described, as provided by the laws of the State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Department of Reclamation of the State of Idaho to be hereunto affixed at Boise, Idaho, this 29th day of May, 1962.

GEO. N. CARTER
State Reclamation Engineer
By

RALPH W. THOMAS
Deputy State Reclamation Engineer

T-988
64-6000

SCANNED

MAR 03 2009

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

In the Matter of the Application of

Erwin H. Moser

of

Freedom, Wyoming

For a Transfer of Water Right
Bonneville County, Idaho.

ORDER GRANTING TRANSFER

NO. 988

WHEREAS, On the 4th day of May, 1962, at the Department of Reclamation of the State of Idaho, at Boise, Idaho, this matter of the application of Erwin H. Moser of Freedom, Wyoming, for a transfer of water right, came on regularly for hearing, pursuant to the published notice, in due and statutory form, and;

WHEREAS, No protest has been filed against the application, and the evidence filed by the applicant, with the application, shows that the water will be put to a higher and more beneficial use, and that no one will be injured thereby.

NOW, THEREFORE, IT IS HEREBY ORDERED, That the said application be, and the same is HEREBY GRANTED, and that a Certificate of Transfer be issued to the applicant herein, as provided by the laws of the State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Department of Reclamation of the State of Idaho, to be hereunto affixed at Boise, Idaho, this 29th day of May, 1962.

GEO. N. CARTER
State Reclamation Engineer
By

RALPH W. THOMAS, Deputy
State Reclamation Engineer

T-988
5-4-62

SCANNED

MAR 03 2009



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Registration Information Change Form

Computer generated.

Non-Refundable Processing Fee: \$12.00

RECEIVED

FEB 14 2005

1.	☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Business Trust ☐ DBA ☐ Limited Liability Partnership ☐ Trademark			
2.	Entity File Number:	2044955-0160	Registration Date:	12/30/97
	Entity Name:	CARLISLE RANCH, LLC		
	Business Purpose:	ANY LEGAL AND LAWFUL		
	Registered Agent:	CINDY CARLISLE JENSEN	Signature:	<i>Cindy Carlisle Jensen</i>
	Registered Address:	Address: 1482 NORTH MORGAN VALLEY DRIVE		
		City: MORGAN	State: UT	Zip: 84050
	Designated Office:	Address: 1482 NORTH MORGAN VALLEY DRIVE		
		City: MORGAN	State: UT	Zip: 84050
3.	Add	☒ MANAGER	Name: LOU CILLE CARLISLE HAMNETT	
	Remove	☒	Address: 278 E. CARLISLE AVENUE	
	Change	☐	City: ALPINE State: UT Zip: 84004	
			Signature (if required):	
	Add	☒ MANAGER	Name: CINDY CARLISLE JENSEN	
	Remove	☐	Address: 1482 NORTH MORGAN VALLEY DRIVE	
	Change	☐	City: MORGAN State: UT Zip: 84050	
			Signature (if required):	
	Add	☒ MANAGER	Name: TED NEIL CARLISLE	
	Remove	☐	Address: P.O. BOX 66	
	Change	☐	City: AFTON State: WY Zip: 83111	
			Signature (if required):	
	Add	☒ MANAGER	Name: CATHY CARLISLE JOHNSON	
	Remove	☐	Address: 1470 NORTH MORGAN VALLEY DRIVE	
	Change	☐	City: MORGAN State: UT Zip: 84050	
			Signature (if required):	
	Add	☒ MANAGER	Name: JACK CARLISLE	
	Remove	☐	Address: 1429 COUNTRY ROAD 133	
	Change	☐	City: AUBURN State: WY Zip: 83111	
			Signature (if required):	
	Add	☐	Name:	
	Remove	☐	Address:	
	Change	☐	City: State: Zip:	
			Signature (if required):	

Under penalties of perjury, and as an authorized authority, I declare that this statement of change(s), has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

BY *Lou Cille Carlisle Hamnett*
Signature of Authorizing Party

Title MANAGER

Date 2/4/05

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

Revised 10/03

SCANNED
MAR 03 2009

605 N CAPITAL AV
IDAHO FALLS ID 83402

ASSESSMENT NOTICE

DO NOT PAY.

& ESTIMATE OF TAX

PARCEL DESCRIPTION:

N1/2 SW1/4, SE1/4 SW1/4,
LOTS 3-4, SEC 15, T 4S, R 4E
(8605)
UNITS 3

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: (208) 529-1361

PARCEL ADDRESS:

351 STATE LINE RD 83120

CARLISLE RANCH LLC

278 E CARLISLE AV
ALPINE UT 84004Appeals of your property value must be filed in
writing, on a form provided by the County, by:

JUNE 27, 2005

Tax Code Area: 136-0000

Parcel Number: RP 04S46E154801 A

PROPERTY TAX REDUCTION IS NOT INCLUDED.**ASSESSED VALUE OF YOUR PROPERTY**

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
5 DRY GRAZING	192.800 AC	7,750	8,30
10 RURAL HOMESITE	1.000 AC	15,500	15,50
19 WASTE	15.000 AC		
31 RURAL RES BLDG		194,840	194,84
SUBTOTAL:	208.800	218,090	218,64
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		218,090	218,64

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE				
COUNTY	947.84	950.22	208-529-1350	NOT REQUIRE
GEN SCHOOL				09/06/2005
# 92 SCHOOL	904.74	907.02	208-483-2405	NO RESPONSE
FREEDOM CEM	40.82	40.92	307-883-2970	06/14/2005
SON-ALP FIRE	139.34	139.70	307-873-2773	07/21/2005
				05/10/2005
SUBTOTAL:	2,032.74	2,037.86		
FEES:				
TOTAL PROPERTY TAXES & FEES:	2,032.74	2,037.86		

SCANNED

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

MAR 03 2009

605 N CAPITAL AV
IDAHO FALLS ID 83402

ASSESSMENT NOTICE

& ESTIMATE OF TAX

PARCEL DESCRIPTION:

SW1/4 SW1/4,
SEC 15, T 4S, R 46 (BG05)

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: (208) 529-1361

PARCEL ADDRESS:

CARLISLE RANCH LLC

278 E CARLISLE AV
ALPINE UT 84004

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 27, 2005

Tax Code Area: 136-0000

Parcel Number: RP 04S46E156001 A

PROPERTY TAX REDUCTION IS NOT INCLUDED.

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
5 DRY GRAZING	40.000 AC	1,500	1,591
SUBTOTAL:	40.000	1,500	1,591
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		1,500	1,591

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE				NOT REQUIRE
COUNTY	6.52	6.90	208-529-1350	09/06/2005
GEN SCHOOL				NO RESPONSE
# 92 SCHOOL	6.22	6.60	208-483-2405	06/14/2005
FREEDOM CEM	.28	.30	307-883-2970	07/21/2005
BON-ALP FIRE	.96	1.02	307-873-2773	05/10/2005
SUBTOTAL:	13.98	14.82		
FEES:				
TOTAL PROPERTY TAXES & FEES:	13.98	14.82		

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THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

MAR 03 2009

15 N CAPITAL AV
JAH0 FALLS ID 83402

ASSESSMENT NOTICE**DO NOT PAY.**

& ESTIMATE OF TAX

PARCEL DESCRIPTION:

SW1/4 SW1/4,
SEC 15, T 4S, R 46 (BG05)

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: 208-529-1350 EX 1361

PARCEL ADDRESS:

HAMNETT LOU CILLE C FT
% HAMNETT LOU CILLE C TRT
278 E CARLISLE AV
ALPINE UT 84004

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 28, 2004

Tax Code Area: 136-0000

Parcel Number: RP 04S46E156001 A

PROPERTY TAX REDUCTION IS NOT INCLUDED.**ASSESSED VALUE OF YOUR PROPERTY**

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
DRY GRAZING	40.000 AC	1,540	1,500
SUBTOTAL:	40.000	1,540	1,500
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		1,540	1,500

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
COUNTY	6.68	6.52	208-529-1350	09/07/2004
92 SCHOOL	4.96	4.84	208-483-2405	06/17/2004
FREEDOM CEM	.28	.28	307-883-2970	07/20/2004
IN-ALP FIRE	1.36	1.32	307-873-2773	05/19/2004
SUBTOTAL:	13.28	12.96		
FEES:				
TOTAL PROPERTY TAXES & FEES:	13.28	12.96		

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

Scale: 2 Inches—1 Mile. Draw Map in Ink.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC. 15

SEC.

SEC.

SEC.

SEC.

SEC.

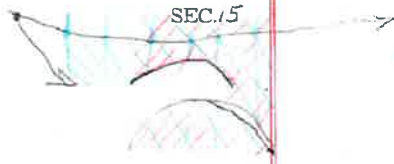
SEC.

SEC.

SEC.

SEC.

IDAHO
WYOMING



New points of diversion
sprinkler system and surface irrigation
WY lands irrigated under License #593

SCANNED
MAR 03 2009

Name of Applicant

BONNEVILLE COUNTY RECORDER

1126777

When recorded, return to:
Lo Cille C. Hamnett
278 E. Carlisle Avenue
Alpine, UT 84004

1126777 SEP 2 '03 PM 1:32

Corrective Quitclaim Deed

Lou Cille C. Hamnett, Trustee of the Lou Cille Carlisle Hamnett Family Trust w/a/d June 5, 1995, Grantor, hereby quitclaims to Carlisle Ranch, LLC, a Utah limited liability company, Grantee, the following tracts of land in Bonneville County, Idaho, to wit:

TRACT I:

Parcel No. 1: The East Half of the Southeast Quarter of Section 16, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho.

Parcel No. 2 Beginning at the Northeast corner of Section 21, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, thence West along the Section line 80 rods; thence South 50 rods, more or less, to an existing fence, thence Easterly along said fence 80 rods, more or less, to the section line, thence North along the Section line 50 rods, more or less, to the point of beginning.

Parcel No. 3. Commencing at a point in the center of a dry wash which is approximately 30 rods West of the East Quarter Corner of Section 16, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, and running thence West 50 rods to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 16 and running thence North 62 rods, more or less, to an existing fence line and running Southeasterly along said fence 56 rods, more or less, to an existing dry wash; thence Southerly along the dry wash 45 rods, more or less, to the point of beginning.

TRACT II

The Northwest Quarter of the Southwest Quarter, and the East half of the Southwest Quarter, and Lots 3 and 4, Section 15, Township 4 South, Range 46 East of the Boise Meridian. The Southwest Quarter of the Southwest Quarter, Township 4 South, Range 46, Section 16, East of the Boise Meridian. Also beginning at the Northwest corner of Section 22, Township 4 South, Range 46 East of the Boise Meridian, and running thence North 90 degrees East, 1320 feet; thence South 19 degrees 30 minutes West 300 feet; thence South 79 degrees 30 minutes West 625 feet; thence South 53 degrees 30 minutes West 425 feet; thence South 61 degrees 35 minutes West 220 feet; thence North 0 degrees West 785 feet to the point of beginning. All of the above description is located in Bonneville County, Idaho. Together with all and any mineral interest and water rights held by seller.

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MAR 03 2009

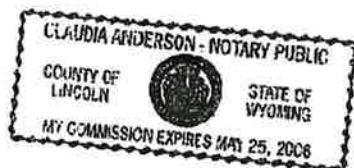
This Corrective Quitclaim Deed corrects that Quitclaim Deed dated June 17, 2003, and recorded in the Office of the Bonneville County Recorder on June 26, 2003 as Entry No. 1118694.

WITNESS the hand of said Grantor this 18 day of Aug 2003.

Lou Cille C. Hamnett
Lou Cille C. Hamnett, Trustee

STATE OF Wyoming }
 } ss.
COUNTY OF Lincoln }

Lou Cille C. Hamnett, as Trustee of the Lou Cille Carlisle Hamnett Family Trust u/a/d June 5, 1995, known to me (or proved on the basis of sufficient identification) to be the person whose name appears above, personally appeared before me and acknowledged the foregoing instrument this 18 day of August, 2003.



Claudia Anderson
Notary Public

INSTRUMENT NO.	<u>1126777</u>
DATE	<u>9.02.03</u>
INST. CODE	<u>920</u>
IMAGED PGS	<u>2</u>
FEE	<u>6.00</u>
STATE OF IDAHO COUNTY OF BONNEVILLE } ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By <u>K. Swanson</u>	Deputy
Inquest of _____	

August 17, 1981

TO WHOM IT MAY CONCERN:

This is to certify that the undersigned, Robinson-Wilson Realty, Inc., purchased the property set forth in Exhibit "A" on June 19, 1979, to accomplish an Exchange of properties with the undersigned Robert Neil Carlisle & LouCille T. Carlisle, which exchange was never consummated.

To dated there has never been a formal assignment of the said contract by Robinson-Wilson Realty, Inc. to the said Robert Neil Carlisle, but the said Robert Neil Carlisle made out of his own proceeds the \$48,860.05 payment on August 20, 1980.

The undersigned, Robert Neil Carlisle, is entitle to claim any interest paid in connection with the said August 20, 1980 payment, inasmuch, as the said Robinson-Wilson Realty, Inc. hereby agrees that they are not entitled to claim any interest deduction.

Concurrent with the execution of this agreement, said Robinson-Wilson did execute and deliver to said Carlisle an assignment of said Uniform Real Estate Contract and a deed to subject property, subject to the said contract balance. It being the intent of the parties to have said assignment and transfer retroactive to June 20, 1979.

ROBINSON-WILSON REALTY, INC.

By Robert C. Wilson

Robert Neil Carlisle
Robert Neil Carlisle

LouCille T. Carlisle
LouCille T. Carlisle

SCANNED

MAR 03 2009

4 DIES 1501575 5000

EXHIBIT "A"

Attached to and by reference therein made a part of that certain Uniform Real Estate Contract dated June 19, 1979, executed by Sidney H. Eliason and Elizabeth M. Eliason husband and wife, as Seller, and Robinson-Wilson Realty, Inc., as Buyer.

LEGAL DESCRIPTION

TRACT I:

PARCEL 1: The East Half of the Southeast Quarter of Section 16, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

PARCEL 2: Beginning at the Northeast corner of Section 21, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, thence West along the Section line 80 rods; thence South 50 rods, more or less, to an existing fence, thence Easterly along said fence 80 rods, more or less, to the section line, thence North along the Section line 50 rods, more or less, to the point of beginning.

PARCEL 3: Commencing at a point in the center of a dry wash which is approximately 30 rods West of the East Quarter Corner of Section 16, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, and running thence West 50 rods to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 16, and running thence North 62 rods, more or less, to an existing fence line and running Southeasterly along said fence 56 rods more or less, to an existing dry wash; thence Southerly along the dry wash 45 rods, more or less to the point of beginning.

TRACT II:

The Northwest Quarter of the Southwest Quarter, and the East Half of the Southwest Quarter, and Lots 3 and 4, Section 15, Township 4 South, Range 46 East of the Boise Meridian. The Southwest Quarter of the Southwest Quarter, Township 4 South, Range 46, Sec. 15, East of the Boise Meridian ALSO beginning at the Northwest corner of Section 22, Township 4 South, Range 46 East of the Boise Meridian, and running thence North 90° East, 1320 feet; thence South 19°30' West 300 feet; thence South 79°30' West 625 feet; thence South 53°30' West 425 feet; thence South 61°35' West, 220 feet; thence North 0° West 785 feet to the point of beginning.

All of the above description is located in Bonneville County, Idaho.

Together with all and any mineral interests and water rights owned by Seller **SCANNED**

MAR 09 2009

UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate this 19th day of June, A. D., 1979,
by and between SIDNEY H. ELIASON and ELIZABETH M. ELIASON, husband and wife,
hereinafter designated as the Seller, and ROBINSON WILSON REALTY, INC., a Utah Corporation
hereinafter designated as the Buyer, of American Fork, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of Bonneville, State of Idaho, to-wit: ADDRESS
More particularly described as follows:

As per Exhibit "A", attached hereto and by reference herein made
a part hereof.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of *****
**Three Hundred Forty Thousand and no/100----- Dollars (\$340,000.00)
payable at the office of Seller, his assigns or order Valley Title Co., or order in writing
strictly within the following times, to-wit: Ninety-Eight Thousand Six Hundred (\$98,600.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$241,400.00 shall be paid as follows:
\$48,860.05 the 20th day of June, 1980, and \$48,860.05 the 20th day of each and
every June thereafter until principal, together with interest, is paid in full.
It is agreed & understood that the entire unpaid balance due hereunder, together
with interest shall be paid in full on or before June 20, 1985.

Possession of said premises shall be delivered to buyer on the 20th day of June, 1979

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from June 20, 1979 on all unpaid portions of the
purchase price at the rate of eight one-half per cent (8.50 %) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of Star Valley State Bank & Melvin Frank McNeel
with an unpaid balance of
\$ 50,000.00 & \$24,200.00 as of July 1, 1978 & March 1, 1979, respectively

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following No Exceptions

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder bearing interest at the rate of not to exceed eight one-half percent
(8.50 %) per annum and payable in regular monthly installments; provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obli-
gations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in ob-
taining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following:
No Exceptions

SCANNED

MAR 03 2009

The Seller further covenants and agrees that he will not default in the payment of his obligation against said property.

12. The Buyer agrees to pay the general taxes after January 1, 1979

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ 50,000.00 and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{4}$ of one percent per month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within 60 days thereafter, the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price ~~of the premises~~ at time of sale ~~as a condition to the sale of the premises~~.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto As per Exhibit "A", attached hereto and by reference herein made a part hereof.

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of

Witness

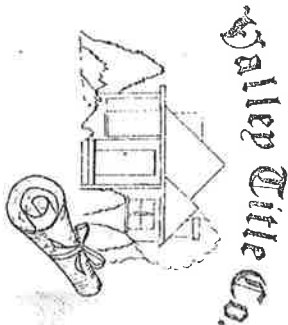
Witness

Seller

Robinson-Wilson Realty, Inc.

By

Buyer



Uniform Real Estate Contract

No.

To

SCANNED

MAR 03 2009

LEGAL DESCRIPTION:

TRACT I:

PARCEL 1: The east Half of the Southeast Quarter of Section 16, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

PARCEL 2: Beginning at the Northeast corner of Section 21, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, thence West along the Section line 80 rods; thence South 50 rods, more or less, to an existing fence, thence Easterly along said fence 80 rods, more or less, to the section line; thence North along the Section line 50 rods, more or less, to the point of beginning.

PARCEL 3: Commencing at a point in the center of a dry wash which is approximately 30 rods West of the East Quarter Corner of Section 16, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, and running thence West 50 rods to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 16, and running thence North 62 rods, more or less, to an existing fence line and running Southeasterly along said fence 56 rods more or less, to an existing dry wash; thence Southerly along the dry wash 45 rods, more or less to the point of beginning.

TRACT II:

The Northwest Quarter of the Southwest Quarter, and the East Half of the Southwest Quarter, and Lots 3 and 4, Section 15, Township 4 South, Range 46 East of the Boise Meridian. The Southwest Quarter of the Southwest Quarter, Township 4 South, Range 46, Section 15, East of the Boise Meridian ALSO beginning at the Northwest corner of Section 22, Township 4 South, Range 46 East of the Boise Meridian, and running thence North 90° East, 1320 feet; thence South 19°30' West 300 feet; thence South 79°30' West 625 feet; thence South 53°30' West 425 feet; thence South 61°35' West, 220 feet; thence North 0° West 785 feet to the point of beginning.

All of the above description is located in Bonneville County, Idaho.

Together with all and any Mineral interests and water rights owned by Seller.

SCANNED

MAR 03 2009

ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made in the City of _____, State of Utah on the _____ day of _____, 19____ by and between _____ hereinafter referred to as the assignors, and _____ hereinafter referred to as the assignees,

WITNESSETH:

WHEREAS, under date of _____, 19____, _____, as sellers, entered into a Uniform Real Estate Contract with _____, Utah, which contract is delivered herewith, wherein and whereby the said sellers agreed to sell and the said buyers agreed to purchase, upon the terms, conditions, and provisions therein set forth, all that certain land, with the buildings and improvements thereon, erected, situate, lying and being in the County of _____, State of Utah, and more particularly described as follows:

See Legal Description as typed on the back of this Assignment of Contract.

to which agreement in writing, reference is hereby made for all of the terms, conditions and provisions thereof, and

WHEREAS, the assignees desire to acquire from the assignors all of the right, title and interest of the assignors in said property above described as evidenced by said written agreement.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. That the assignors in consideration of the Payment of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, assign to the assignees, all their right, title and interest in and to said above described property as evidenced by the aforesaid Uniform Real Estate Contract of _____, 19____, concerning the above described property.
2. That to induce the assignees to pay the said sum of money and to accept the said contract, and the rights obligation pursuant thereto the assignors hereby represent to the assignees as follows:
 - a. That the assignors have duly performed all the conditions of the said contract.
 - b. That the contract is now in full force and effect and that the unpaid balance of said contract is \$_____, with interest paid to the _____ day of _____, 19____.
 - c. That said contract is assignable.
3. That in consideration of the assignors executing and delivering this agreement, the assignees covenant with the assignors as follows:
 - a. That the assignees will duly keep, observe and perform all of the terms, conditions and provisions of the said agreement that are to be kept, observed and performed by the assignors.
 - b. That the assignees will save and hold harmless the assignors of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the assignees.

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

WITNESS

ASSIGNORS

WITNESS

ASSIGNEES

UTAH OFFICE SUPPLY, 69 EAST CENTER, PROVO UTAH 84601

APPROVED FORM — UTAH SECURITIES COMMISSION

SCANNED

MAR 03 2009

Assignment of Contract

THIS AGREEMENT, made in the City of Provo, State of Utah, on the 17th day of August, 19 81 by and between ROBINSON-WILSON REALTY, INC. a Utah Corporation hereinafter referred to as the assignors, and ROBERT NEIL CARLISLE and LOUCILLE T. CARLISLE, husband and wife, hereinafter referred to as the assignees,

WITNESSETH:

WHEREAS, under date of June 19, 19 79, Sidney H. Eliason and Elizabeth M. Eliason, husband and wife of _____, Utah, as sellers, entered into a Uniform Real Estate Contract with Robinson-Wilson Realty, Inc., a Utah Corporation of American Fork, Utah, as buyers, which contract is delivered herewith, wherein and whereby the said sellers agreed to sell and the said buyers agreed to purchase, upon the terms, conditions, and provisions therein set forth, all that certain land, with the buildings and improvements thereon, erected, situate, lying and being in the County of Bonneville, State of Idaho, and more particularly described as follows:

As per Exhibit "A", attached hereto and by reference herein made a part hereof.

to which agreement in writing, reference is hereby made for all of the terms, conditions and provisions thereof, and

WHEREAS, the assignees desire to acquire from the assignors all of the right, title and interest of the assignors in and to the said written agreement.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. That the assignors in consideration of the Payment of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, assign to the assignees, all their right, title and interest in and to the aforesaid Uniform Real Estate Contract of June 19, 19 79, concerning the above described property.
2. That to induce the assignees to pay the said sum of money and to accept the said contract, the assignors hereby represent to the assignees as follows:
 - a. That the assignors have duly performed all the conditions of the said contract.
 - b. That the contract is now in full force and effect and that the unpaid balance of said contract is \$ 216,111.73 with interest paid to the 14th day of August, 19 80.
 - c. That the assignees agree to pay the next installment due on June 20, 19 81 and all subsequent installments as they become due according to the terms of this said contract.
 - d. That said contract is assignable.
3. That in consideration of the assignors executing and delivering this agreement, the assignees covenant with the assignors as follows:
 - a. That the assignees will duly keep, observe and perform all of the terms, conditions and provisions of the said agreement that are to be kept, observed and performed by the assignors.
 - b. That the assignees will save and hold harmless the assignors of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the assignees.

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

Joyce W. Clark
Witness
Joyce W. Clark
Witness

ROBINSON-WILSON REALTY, INC.

By Robert Wilson
Assignors

Robert Neil Carlisle
Robert Neil Carlisle
LouCille T. Carlisle
LouCille T. Carlisle
Assignees Carlisle

SCANNED

MAR 03 2009

EXHIBIT "A"

Attached to and by reference therein made a part of that certain Uniform Real Estate Contract dated June 19, 1979, executed by Sidney H. Eliason and Elizabeth M. Eliason husband and wife, as Seller, and Robinson-Wilson Realty, Inc., as Buyer.

LEGAL DESCRIPTION

TRACT I:

PARCEL 1: The East Half of the Southeast Quarter of Section 16, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

PARCEL 2: Beginning at the Northeast corner of Section 21, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, thence West along the Section line 80 rods; thence South 50 rods, more or less, to an existing fence, thence Easterly along said fence 80 rods, more or less, to the section line, thence North along the Section line 50 rods, more or less, to the point of beginning.

PARCEL 3: Commencing at a point in the center of a dry wash which is approximately 30 rods West of the East Quarter Corner of Section 16, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, and running thence West 50 rods to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 16, and running thence North 62 rods, more or less, to an existing fence line and running Southeasterly along said fence 56 rods more or less, to an existing dry wash; thence Southerly along the dry wash 45 rods, more or less to the point of beginning.

TRACT II:

The Northwest Quarter of the Southwest Quarter, and the East Half of the Southwest Quarter, and Lots 3 and 4, Section 15, Township 4 South, Range 46 East of the Boise Meridian. The Southwest Quarter of the Southwest Quarter, Township 4 South, Range 46, Sec. 15, East of the Boise Meridian ALSO beginning at the Northwest corner of Section 22, Township 4 South, Range 46 East of the Boise Meridian, and running thence North 90° East, 1320 feet; thence South 19°30' West 300 feet; thence South 79°30' West 625 feet; thence South 53°30' West 425 feet; thence South 61°35' West, 220 feet; thence North 0° West 785 feet to the point of beginning.

All of the above description is located in Bonneville County, Idaho.

Together with all and any mineral interests and water rights owned by Seller

SCANNED

MAR 03 2009

Returned to [unclear] 178 East [unclear] 689911
Valley Title # 8606 Alpine, Utah 84003

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

WARRANTY DEED

[CORPORATE FORM]

ROBINSON-WILSON REALTY, INC., a corporation
organized and existing under the laws of the State of Utah, with its principal office at
American Fork, of County of Utah, State of Utah,
grantor, hereby CONVEYS AND WARRANTS to
ROBERT NEIL CARLISLE and LOU CILLE T. CARLISLE, husband and wife,

of American Fork, Utah grantee
(\$10.00) Ten Dollars & other good & valuable consideration for the sum of
the following described tract of land in Bonneville County,
State of ~~Utah~~ Idaho:

As per Exhibit "A", attached hereto and by reference herein made a part hereof.

Subject to the terms & conditions of that certain Uniform Real Estate Contract
dated June 19, 1979, by and between Sidney H. Eliason, Et ux, as Seller, and
Grantor herein, as Buyer, which has a current unpaid principal balance of
\$216,111.73 as of August 14, 1980.

INSTRUMENT
DATE
INST. CODE
PAGE NO.
689911
83685
327385
Aug 29 11 46 AM '85
BONNEVILLE COUNTY
CLERK

The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the board of directors of the
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 17th day of August, A. D. 1981

Attest: _____
Secretary. }
By _____
Robert C. Wilson President.

STATE OF UTAH,

County of Utah } ss.

On the 17th day of August, A. D. 1980
personally appeared before me Robert C. Wilson and
who being by me duly sworn did say, each for himself, that he, the said Robert C. Wilson
is the president, and he, the said _____ is the secretary
of Robinson Wilson Realty, Inc. Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said Robert C. Wilson and
each duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.

Notary Public.

My commission expires 9/4/82 My residence is Provo, Utah

SCANNED
MAR 09 2009

1501026 8000

EXHIBIT "A"

Attached to and by reference therein made a part of that certain Uniform Real Estate Contract dated June 19, 1979, executed by Sidney H. Eliason and Elizabeth M. Eliason husband and wife, as Seller, and Robinson-Wilson Realty, Inc., as Buyer.

LEGAL DESCRIPTION

TRACT I:

PARCEL 1: The East Half of the Southeast Quarter of Section 16, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

PARCEL 2: Beginning at the Northeast corner of Section 21, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, thence West along the Section line 80 rods; thence South 50 rods, more or less, to an existing fence, thence Easterly along said fence 80 rods, more or less, to the section line, thence North along the Section line 50 rods, more or less, to the point of beginning.

PARCEL 3: Commencing at a point in the center of a dry wash which is approximately 33 rods West of the East Quarter Corner of Section 16, Township 4 South, Range 46 East of the Boise Meridian, Bonneville County, Idaho, and running thence West 50 rods to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 16, and running thence North 62 rods, more or less, to an existing fence line and running Southeasterly along said fence 56 rods more or less, to an existing dry wash; thence Southerly along the dry wash 45 rods, more or less to the point of beginning.

TRACT II:

The Northwest Quarter of the Southwest Quarter, and the East Half of the Southwest Quarter, and Lots 3 and 4, Section 15, Township 4 South, Range 46 East of the Boise Meridian. The Southwest Quarter of the Southwest Quarter, Township 4 South, Range 46, Sec. 15, East of the Boise Meridian ALSO beginning at the Northwest corner of Section 22, Township 4 South, Range 46 East of the Boise Meridian, and running thence North 90° East, 1320 feet; thence South 19°30' West 300 feet; thence South 79°30' West 625 feet; thence South 53°30' West 425 feet; thence South 61°35' West, 220 feet; thence North 0° West 785 feet to the point of beginning.

All of the above description is located in Bonneville County, Idaho.

Together with all and any mineral interests and water rights owned by Seller

SCANNED
MAR 03 2003

Exhibit D

REAL ESTATE SALE CONTRACT

THIS AGREEMENT is made and entered into the 18th day of June, 1973, by and between ERWIN H. MOSER, (hereinafter "Seller") of the County of Bonneville, State of Idaho, and SID H. ELIASON and ELIZABETH M. ELIASON, husband and wife, (hereinafter "Buyer") of the County of Salt Lake, State of Utah.

W I T N E S S E T H :

WHEREAS, Seller desires to sell and Buyer desires to purchase from Seller real property located in the County of Bonneville, State of Idaho, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants set forth herein, it is hereby agreed by and between the parties hereto as follows:

1. Seller agrees to sell and to cause his Trustee, Star Valley State Bank, to convey to Buyer and Buyer agrees to purchase from Seller, for the consideration herein set forth, the following-described real property situated and lying in the County of Bonneville, State of Idaho (hereinafter "Subject Property") including all water rights appurtenant to or in any way relating to or used in connection with the subject property, to wit:

Township 4 South, Range 46 East Boise Meridian:

Section 15: NW1/4 SW1/4, E1/2 SW1/4, and
Lots 3 and 4, (SW1/4 SW1/4.)

SW1/4 SW1/4
E1/2 SW1/4

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Section 22: Beginning at the Northwest corner of Section 22, and running thence North 90° East 1320 feet; thence South 19° 30' West 300 feet; thence South 79° 30' West 625 feet; thence South 53° 30' West 425 feet; thence South 61° 35' West 220 feet; thence North 0° West 785 feet to the point of beginning.

Subject to all outstanding conveyances of record relating to mineral rights, including oil and gas, and mining rights.

2. Buyer agrees to purchase the subject property and pay Seller's Trustee, Star Valley State Bank, therefor, the sum of One Hundred and Fifty Thousand and no/100 Dollars (\$150,000.00) strictly in accordance with the following terms:

One Thousand and no/100 Dollars (\$1,000.00) has been paid heretofore to Seller's agent, Star Company, Preston, Idaho. Forty-Nine Thousand and no/100 Dollars (\$49,000.00) is payable at the time of execution of this Agreement to Star Valley State Bank, Afton, Wyoming, (hereinafter "Trustee") in trust, for the benefit of Seller, and the balance of One Hundred Thousand and no/100 Dollars (\$100,000.00) with interest thereon at the rate of seven percent (7%) per annum is payable to Trustee in ten (10) annual installments of Ten Thousand and no/100 Dollars (\$10,000.00) payable on July 1, 1974, and on the first day of July of each year thereafter, together with interest on the unpaid principal balance then owing. Interest on the principal balance shall not accrue until January 1, 1974.

3. Buyer may at any time pay amounts in excess of the periodic payments upon the unpaid balance, such excess to be applied either to unpaid principal or in prepayment of future installments at the election of the Buyer, which election must be made at the time the excess payment is made. If Buyer fails to make such election, then Seller shall apply such excess to the unpaid principal.

4. Possession of the subject property shall be delivered by Seller to the Buyer on the 1st day of August, 1973, and thereafter the Buyer shall be responsible for and shall perform the following:

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A. Buyer agrees to keep all insurable buildings and improvements on the subject property insured in a reasonable amount against loss, damage and other risks deemed appropriate by Buyer. *the trustee shall also be named on the policy. A copy shall be supplied to the trustee.*

B. Buyer agrees that they will not commit or suffer to be committed any waste, damage, or destruction in or upon the subject property and that the subject property will be maintained in good condition.

C. Risk of loss, damage and responsibility for the subject property will be on the Buyer from date of possession.

5. Taxes and assessments of every kind and nature which are or which may be assessed or accrue against the subject property during the year of 1973 shall be paid by Seller and Buyer on a prorata basis, determined by the periods of possession by the parties hereto of the subject property. Thereafter Buyer shall pay all assessments and taxes on the subject property.

6. In the event Buyer shall default in the payment of any special or general taxes, or assessments as herein provided, Seller may, at its option, pay said taxes or assessments, and if Seller elects so to do, then Buyer agrees to repay Seller upon demand, all such sums so advanced and paid together with interest thereon from date of payment of said sums at the rate of three-fourths (3/4) of one percent (1%) per month until paid.

7. Seller agrees to convey the subject property in trust to Star Valley State Bank, Afton, Wyoming, as Trustee (hereinafter "Trustee") contemporaneously with the execution of this agreement by a statutory warranty deed.

8. Trustee shall be instructed by Seller to hold the title to the subject property and transfer the same to Buyer in the following manner:

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A. The Buyer shall pay all amounts as above provided in paragraph 2 of this Agreement to Trustee for the benefit of Seller.

B. Upon the receipt of each Three Thousand and no/100 Dollars (\$3,000.00) increment of the sale price by the Trustee from Buyer, the Trustee shall convey one acre of the subject property to Buyer by delivery of special warranty deed to Buyer, *After July 1, 1977 see attached page 6 made*

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C. Trustee shall pay Seller the sums received by it pursuant to paragraph 2 of this Agreement after first deducting Trustee's fee and payment of all encumbrances.

D. Upon the payment of the final installment due pursuant to paragraph 2 of this Agreement, the Trustee shall convey to Buyer all remaining portions of the subject property not heretofore conveyed to Buyer.

E. After payment by Trustee to Seller of all sums due Seller under the terms of this Agreement the Trustee shall have no further obligations or duties to Seller in connection herewith.

9. The location of the property to be so conveyed, pursuant to paragraph 8(b) shall be at the Buyer's option and pursuant to their instructions; provided, the property to be transferred shall be orderly and adjacent to prior released acreage; provided further, that acreage so selected shall not contain the house or barn located on the subject property until all amounts owing under this Agreement have been paid in full by Buyer.

10. The parties agree that the Forty-Nine Thousand and no/100 Dollars (\$49,000.00) required by paragraph 2 to be paid by Buyer on execution of this Agreement, shall be paid to the Trustee. The Trustee shall be instructed to disburse said amount as follows:

A. Trustee shall pay the sum of Nineteen Thousand and Three Hundred and Sixty Seven and 12/100 Dollars (\$19,367.12) or such lesser amount as may be due, in payment and discharge

of certain mortgages covering the subject property in favor of mortgagee, Star Valley State Bank, Afton, Wyoming, and shall cause full releases of said mortgage or mortgages to be recorded.

B. Trustee shall pay the sum of Fourteen Thousand Four Hundred and Three and 97/100 Dollars (\$14,403.97) or such lesser amount as may be due, in payment and discharge of certain mortgages covering the Subject property to the mortgagee, Farmers Home Administration of Idaho Falls, State of Idaho, and shall cause full releases of said mortgage or mortgages to be recorded.

C. Trustee shall pay to Star Realty, Preston, Idaho, Six Thousand and no/100 Dollars (\$6,000.00) as payment in full of the Seven Thousand and no/100 Dollar (\$7,000.00) commission fee due in connection with the sale of the subject property. (One Thousand and no/100 Dollars (\$1,000.00) already having been paid in connection with the Receipt and Agreement to Purchase.)

D. Trustee shall retain the sum of Fifty Dollars (\$ 50.00) as a fee for services rendered in connection with this Agreement, and shall also pay all recording costs and charges for title insurance contemplated herein.

E. The sum remaining after payment of the above charges shall be paid to the Seller.

11. Seller shall at his cost, cause his Trustee to provide a policy of title insurance in the amount of One Hundred and Fifty Thousand and no/100 Dollars (\$150,000.00) insuring the subject property to be free and clear of any and all liens and encumbrances and naming Trustee and Buyer as insureds, as their interests may appear.

12. As the Seller's sole remedy for failure of the Buyer to pay the installments when the same become due pursuant to paragraph 2 of this Agreement and within sixty days after written notice of default given by Seller to Buyer, or Buyer's failure to comply with the terms hereof within sixty days after written notice by Seller to Buyer specifying the default, the Trustee, at the

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direction of the Seller, shall transfer all subject property which it still holds in trust to the Seller, and the Seller and Trustee shall be released from all obligations in law and in equity to convey any further acreage of the subject property to Buyer; provided, any improvements to the subject property caused by Buyer shall remain the Buyer's and may be removed by Buyer within a reasonable time; ~~and, if the improvements are non-removable, Buyer shall be entitled to that portion of the subject property which is still held in trust which is equivalent to the value of the improvements. Value of improvements shall be determined by cost.~~

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6.11

13. Seller warrants that the subject property held by the Trustee will be free and clear of all liens and encumbrances, except as may be caused by Buyer. In the event any liens or encumbrances exist on subject property other than herein provided, or shall hereafter accrue against the subject property by acts or neglect of Seller, then Buyer may, at their option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made may, at the option of Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

14. Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys' fee, which may arise or accrue from enforcement of this Agreement, or in obtaining possession of the subject property covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Idaho whether

such remedy is pursued by filing a suit or otherwise.

15. All demands and notices to be given hereunder, if any, shall be sufficient if given in writing by registered or certified mail, postage prepaid, or if given by Western Union telegraph, prepaid, and in either case addressed to the respective parties at their postal addresses set forth hereafter or to such other address or addresses as each may hereafter designate in writing. The present postal address of Seller is Freedom, Wyoming, and the present postal address of Buyer is 470 South 1300 East, Salt Lake City, Utah. Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith. Notices by telegraph shall be deemed effective and complete at the time of delivery thereof to the telegraph company for transmission.

16. All payments shall be due and delivery of all papers shall take place at the Star Valley State Bank, Afton, Wyoming.

17. It is agreed that time is of the essence of this Agreement.

18. The parties hereto agree to execute such additional documents as may be necessary or desirable to carry out the intent of this Agreement, including a Trust Agreement to be executed contemporaneously with this Agreement.

19. This Agreement represents the entire agreement of the parties and all prior negotiations, agreements and understandings shall be deemed to be merged and included in and superseded by this Agreement.

20. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BUYER:

Sid H. Eliason
Sid H. Eliason

Elizabeth M. Eliason
Elizabeth M. Eliason

SELLER:

Erwin H. Moser
Erwin H. Moser

STATE OF Idaho

COUNTY OF Lincoln

)
: ss.

On this 18 day of June, 1973, before me, the undersigned, a notary public in and for the State of Idaho, appeared SID H. ELIASON, ELIZABETH ELIASON, husband and wife, and ERWIN H. MOSER, 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.

Kay L. Robinson
Notary public
Residing at after, Wyo

My Commission Expires:

May 26, 1977

Notation: See attached sheet numbered -6-, which shall become a part of this trust agreement and is accepted by all parties thereto.

-6-

Item 3., paragraph A., page #3:

General provision: It is agreed and understood that the Trustee shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument or document deposited with the Trustee; or with respect to the form or execution of same or the identity, authority or rights of any persons executing or depositing the same and shall not be required to construe nor enforce any such documents or instruments. Trustee shall only be liable for acts of gross negligence.

The Buyers, Sid H. Eliason and Elizabeth M. Eliason, shall be responsible to provide legal descriptions for any conveyances from the Trustee. Each conveyance shall be supported by a plat to be signed and certified to by a licensed engineer, indicating description by metes and bounds, acreage contained, and that said ~~xxx~~ description is within the total tract covered by this agreement and adjacent to prior tractx or tracts as may apply. All costs above relating shall be paid by the buyer.

page -6-

Sid H. Eliason
Elizabeth M. Eliason

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MAR 03 2009

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 24-2001
Date Received: 3/1/2006
Receipt No: B000007
Received By: CB

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CARLISLE RANCH LLC Phone: (801)829-4029

1482 N MORGAN VALLEY DRIVE
MORGAN UT USA 84050

2. Date of Priority: 05/12/1904

3. Source: NEWSWANDER CREEK , NEWSWANDER CREEK , NEWSWANDER CREEK Trib. to: SALT
RIVER , SALT RIVER , SALT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04S	46E	15	NW SW	BONNEVILLE	
04S	46E	15	NW SE 3	BONNEVILLE	
04S	46E	15	NE SW	BONNEVILLE	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	05/01	10/31	2.6	
RECREATION	06/01	08/31		10
RECREATION STORAGE	01/01	12/31	0.2	

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

8. Total consumptive use:

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9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04S	46E	15	NE SW		IRRIGATION	40 / ✓
			NW SW		IRRIGATION	35 ✓
			NW SE	3	IRRIGATION	15 ✓
			SW SE	4	IRRIGATION	10 ✓
			SE SW		IRRIGATION	30 ✓
			NW SE	3	RECREATION	
					Section Acres	130
					Total Acres	130

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:

ONE P/D & P/U IN N1/2 SW1/4, S15, T4S, R46E, LOT 3.
SOURCE LOCALLY KNOWN AS NEWSWANDER CK.
TRANS. 988.
TRANS. INCORRECTLY DESCRIBES P/U AS T4N.
SEE FILE FOR AC. IRR.

15. Basis of Claim: License

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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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 27

For Organizations:

I do solemnly swear or affirm that I am Manager of
Title

Carlisle Ranch LLC, that I have signed the foregoing
Organization

document in the space below as Manager of
Title

Carlisle Ranch LLC and that the statements contained in the
Organization

foregoing document are true and correct.

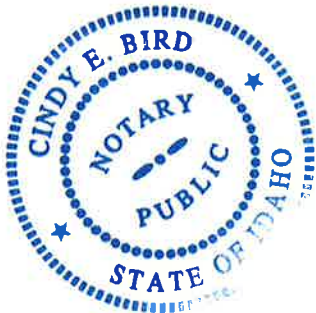
Cindy Carlisle Jensen
Signature of Authorized Agent

Manager, Carlisle Ranch LLC
Title and Organization

3-1-06
Date

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 1st day
of March, 2006



Cindy E Bird
Notary Public

Cindy E Bird
Residing at Lava Hot Springs

My commission Expires May 1, 2007

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