

03/01/2004

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

RIGHT NUMBER: 25-13480

NAME AND ADDRESS: RUBY H WARD
6020 W ARCO HWY
IDAHO FALLS ID 83402

LYLE L WARD
6020 W ARCO HWY
IDAHO FALLS ID 83402

REX O YOUNG
2041 MONTICELLO
IDAHO FALLS ID 83404

BETTY HUMPHRIES
9955 N 15 E
IDAHO FALLS ID 83401

W DEAN HUMPHRIES
9955 N 15 E
IDAHO FALLS ID 83401

EVA YOUNG
2041 MONTICELLO
IDAHO FALLS ID 83404

SOURCE: DRY HOLLOW CREEK TRIBUTARY: WILLOW CREEK

QUANTITY: 0.670 CFS
2.000 AFY

PRIORITY DATE: 09/23/1901

POINT OF DIVERSION:

T01N R40E S19 SENESW Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
RECREATION STORAGE	01/01 12/31	2.00 AFY
DIVERSION TO STORAGE	01/01 12/31	0.670 CFS

PLACE OF USE: RECREATION STORAGE Within BONNEVILLE County

T01N R40E S19	SWNE	T01N R40E S19	SENW
T01N R40E S19	NESW	T01N R40E S19	NWSE

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: Beneficial Use

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

Water Right 25-13480

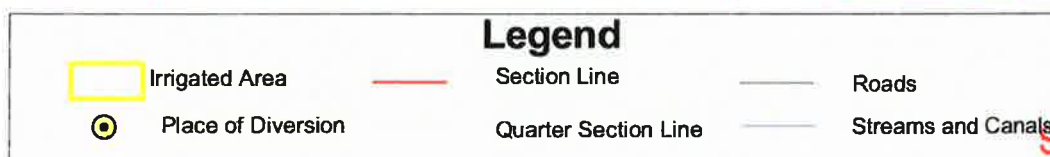
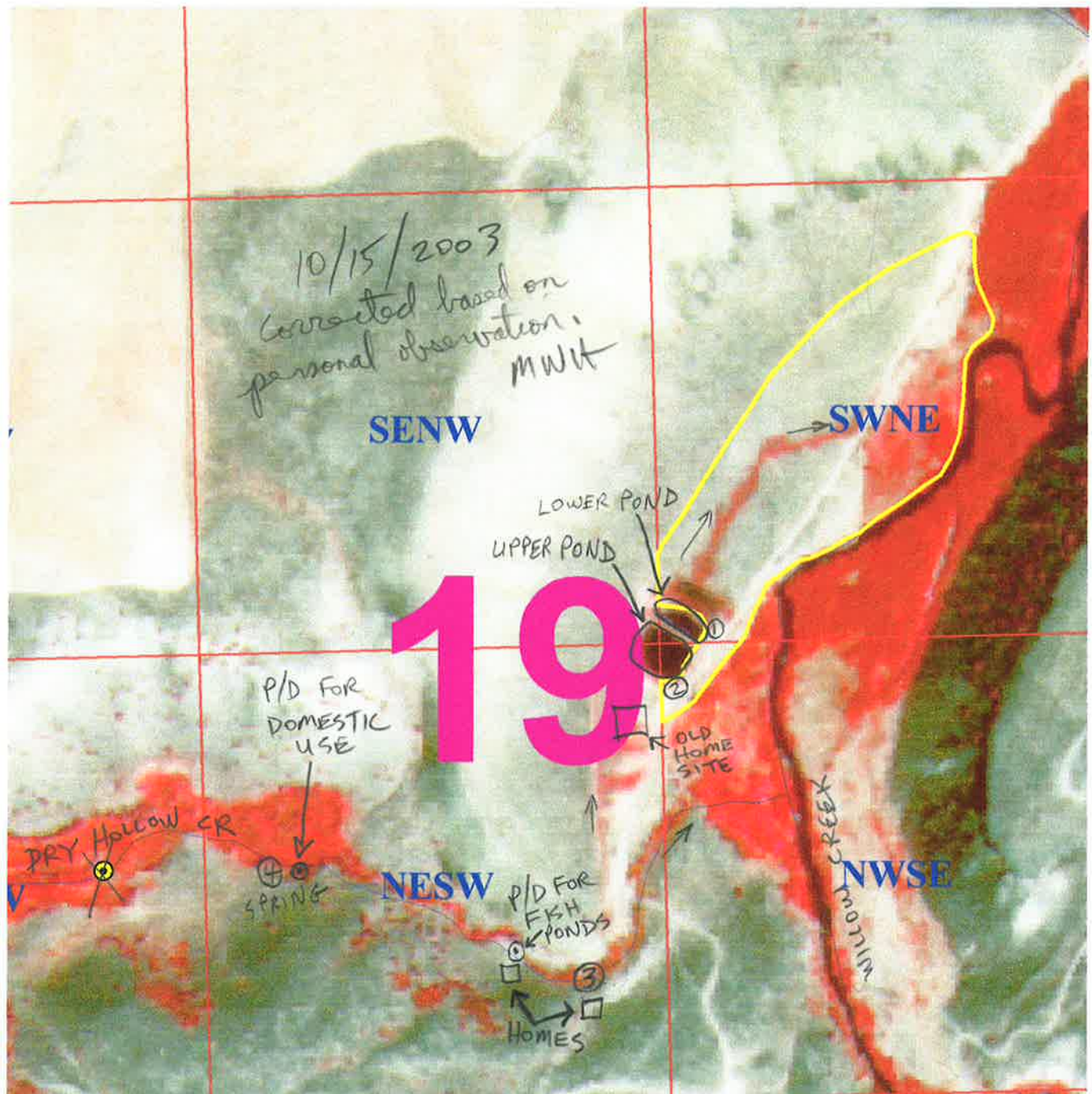
SCANNED

OCT 27 2004

PROFILED

Water Right Claim Number 25-13480
Township, 1N40E

11/13/2000



SPATIAL
DYNAMICS

OCT 27 2004

PROFILED

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 25-14043 V1

WATER RIGHT NUMBER: 25-14043 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BETTY HUMPHRIES 9955 N 15 E IDAHO FALLS, ID 83401 (208)522-2936
Current Owner	W DEAN HUMPHRIES 9955 N 15 E IDAHO FALLS, ID 83401 (208)522-2936

Priority Date: 09/11/1911

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	DRY HOLLOW CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.020 CFS	
	<u>Total Diversion:</u>	0.020 CFS	

Location of Point(s) of Diversion

SPRING	NE1/4SW1/4	Sec. 19, Twp 01N, Rge 40E, B.M.
BONNEVILLE County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	40E	19									X								

Conditions of Approval:

1. C18 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.
2. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.
3. N13 The quantity of water under this right shall not exceed 13,000 gallons per day.
4. X01 Domestic use is for 1 home.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 25-14043 V1

Comments:

1. mholliday 6/14/2004 recommendation

Comment: See file 25-13480 for photos and notes regarding this claim. Recommended as claimed.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
POD	6/14/2004 9:50:31 AM	mholliday			Active
Summary			06/14/2004	mholliday	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Summary	6/14/2004 10:02:20 AM	mholliday	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 25-14043 V1

POD	6/14/2004 9:50:33 AM	mholliday	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (No) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
POD	6/14/2004 9:52:06 AM	mholliday	Edited point location

03/01/2004

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: 25-13480

RUBY H WARD
6020 W ARCO HWY
IDAHO FALLS ID 83402
Telephone Number: ~~(208)522-8492~~

LYLE L WARD
6020 W ARCO HWY
IDAHO FALLS ID 83402
Telephone Number: ~~(208)522-8492~~

REX O YOUNG
2041 MONTICELLO
IDAHO FALLS ID 83404
Telephone Number: (208)523-4806

BETTY HUMPHRIES
9955 N 15 E
IDAHO FALLS ID 83401
Telephone Number: (208)522-2936

W DEAN HUMPHRIES
9955 N 15 E
IDAHO FALLS ID 83401
Telephone Number: (208)522-2936

EVA YOUNG
2041 MONTICELLO
IDAHO FALLS ID 83404
Telephone Number: (208)523-4806

RECEIVED
OCT 08 2004
Department of Water Resources
Eastern Region

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

Names are incorrect.

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

Remove the following names: 1) Ruby H. Ward
2) Lyle L. Ward

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

Lyle and Ruby Ward are no longer owners
of the water right.

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

DATE: 9-30-04

SIGNATURE:

Dean Humphries, Betty Humphries

Please print your name:

W. Dean Humphries, Betty Humphries

PROFILED

SCANNED

OCT 15 2004

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

RECEIVED

OCT 26 2004

Department of Water Resources
Eastern Region

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

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 (under the "split" heading), 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
25-13480					

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) is 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)

Ruby & Lyle Ward

4. New Owner/Claimant(s)

Betty, W Dean Humphries

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

New Mailing Address

9955 No. 15th E.

City, State and ZIP Code

Idaho Falls, ID 83401

New Telephone Number

(208) 522-2930

5. Date you acquired the property

12/15/1993

A298-10

R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 15th day of December, 1993 (year),

By the first party, Grantor, **LYLE L. WARD & RUBY N. WARD** (husband and wife)

Whose post office address is HC66 BOX 249, KOOSKIA, IDAHO 83539

to second party, Grantee, **WILLIAM DEAN HUMPHRIES & BETTY A. HUMPHRIES,**
HIS WIFE

whose post office address is 9955 N. 15 E., IDAHO FALLS, IDAHO 83401

WITNESSETH, That the said first party, for good consideration and for the sum of
SIX THOUSAND FOUR HUNDRED Dollars (\$6,400.00) paid by the said second
Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
Unto the said second party forever, all the right, title interest and claim which the said first party
has in and to the following described parcel of land, and improvements and appurtenances there-
to in the County of **BONNEVILLE**, State of **IDAHO** to wit:

ACRES 21.33

Township 1 NORTH, RANGE 40 E.B.M.,
Section 19: South Half (S ½); South Half of the Northeast Quarter
(S ½ NE ¼); Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼).

SUBJECT TO taxes and assessments, all existing easements and rights
of way, and all covenants reservations, and restrictions, of record, and
all applicable building and zoning ordinances, use regulations and restrictions.

TOGETHER WITH all mineral and oil rights, all water and water rights.
Ditch and ditch rights appurtenant, belonging or appertaining thereto,
including all rights, title and interest of seller in 100 inches of decreed
water in Poison Creek, recorded September 23, 1901, and two second
feet of decreed water in said Poison Creek, recorded September 30, 1901.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging
or in any way appertaining, and the reversion and reversions, remainder and reminders, 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 parties of the second part and to their heirs and assigns forever.

900 N. SKYLINE DR.
IDAHO FALLS, IDAHO 83402

4260
3997 # 00-830 AUG
5274 MAILED FROM ZIP CODE

PROFILED

MT

25-13480

County has no
information on claimant
a address
9/14/04
JC

LYLE L WARD
RUBY H WARD
6020 W ARCO HWY
IDAHO FALLS ID 83402



IA
RTH

SCANNED
SEP 17 2004

522-8492-wrong #



10/15/2003
photo 1

SW
↑

View of lower and upper fish ponds,
taken from NE corner of lower pond.

SCANNED

OCT 27 2004

PROFILE



10/15/2003
photo 2

N
↑

Upper fish pond; photo taken from
SE corner of pond.

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OCT 27 2004
PROFILED



10/15/2003
photo 3

Post-1987 fish pond;
photo taken from dam.

W
↑

SCANNED

OCT 27 2004

PROFILE



10/15/2003
photo 4

E
↑

P/D for domestic use from
spring.

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OCT 27 2004

PROFILED

10/15/2003

25-13480

Plot with 8' all young. Observed fish
pairs that were formerly used for
fish propagation. The ponds are about
6 feet deep and are relatively flat-bottomed.

LOWER POND	0.23 ac
UPPER POND	0.49 ac
	0.72 ac x 6 ft = 4.32 AF

Source for these ponds in Dry Willow Creek,
tributary to Willow Creek.

The observed post-1987 pond located
between 2 homes built after 1987.

Observed spring used for domestic use. Old
cast iron pipe still visible in place. Has
since been replaced by PVC. Claimant
says spring formerly used for 1 home
and a dairy operation.

Claimant said he would submit change
of ownership and EOP.

Claimant says it takes about 36 hours to fill
the ponds. 0.67 cfs for 2 AF

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OCT 27 2004

10/15/2003

25-13480

NE corner of lower pond
N 258065
E 678580

SE corner of upper pond
N 258012
E 678547

NW corner of newer pond dam
N 257768
E 678488

NE corner of newer pond dam pond put in 15 years ago
N 257753
E 678497

* Spring P/O for domestic use
N 257842
E 678219

101 * P/O for lower ponds from Dry Hollow Creek
N 257781
E 678423

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OCT 27 2004

PROFILED

9/15/2003

25-13480

Came and I met w/ Bill Young. He was given a charge of counseling from since the Wanda have been brought out.

Bill said that there has never been any investigation of the property as far as the presence. There was a drawing there at one time.

There was an old home there that was recently burned and there are 2 cabins now on the property that use water from the spring. There are also 3 ponds on the property that are stocked w/ fish.

Bill says there is no fluctuation in the spring flow.

Bill will get the documentation re: former domestic use and use for the old fish hatchery, and will call to set up time to look at property.

OCT 27 2004

SCANNED

PROFILE

523-4400 FAX
FOR ROGER WRIGHT, ATTY.

6/23/2003 faxed claim and
other supporting documents
to Roger Wright. Roger
says he remembers working
on it and will try to dig up
old data file.

SCANNED

OCT 27 2004

PROFILED

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	EVA YOUNG	175 EVERGREEN	IDAHO FALLS	ID	83401	(208)523-4806
Current Owner	REX O YOUNG	175 EVERGREEN	IDAHO FALLS	ID	83401	(208)523-4806
Current Owner	BETTY HUMPHRIES	9955 N 15 E	IDAHO FALLS	ID	83401	(208)522-2936
Current Owner	RUBY H WARD	6020 W ARCO HWY	IDAHO FALLS	ID	83402	(208)522-8492
Current Owner	W DEAN HUMPHRIES	9955 N 15 E	IDAHO FALLS	ID	83401	(208)522-2936
Current Owner	LYLE L WARD	6020 W ARCO HWY	IDAHO FALLS	ID	83402	(208)522-8492

Date of Field Exam: _____ Time: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

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

6/12/2003 According to phone conversation w/ Odell Young, the Wards were brought out. Also Odell said that this is "private water" and that this water right has "already been taken care of." He preferred that any future communication be with his atty. Roger Wright. 523-4433
Odell Young 522-7662 (H)
390-0346(c)

Reviewer: _____

Date: _____

SCANNED

OCT 27 2004

PROFILED

25-13480



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 28, 2003

Dear Claimant in the Snake River Basin Adjudication (SRBA):

About 13 years ago you or your predecessor filed with the Idaho Department of Water Resources a claim to water right in the Snake River Basin. The investigation phase of this process is now focused on your area, Basin 25.

You are invited to attend a **public meeting to be held on March 10 at 7:00 p.m. in the West Coast/Red Lion Hotel, 475 River Parkway, Idaho Falls, Targhee and Bonneville Rooms.** The purpose of this meeting is for (1) the Department to update you on how the adjudication process works, and (2) for you, the claimant, to express concerns or discuss problems relating to water delivery in your area. This will help us to understand from an historical perspective the use and delivery of your water right.

Throughout this summer our adjudication staff, primarily from our Eastern Regional Office but also at times from Boise, will be contacting various water users in Basin 25. We ask for your cooperation in this process – the better we understand your water rights the better chance of you receiving an accurate decree from the SRBA Court that fully describes your water rights.

This investigation effort is being conducted by an experienced and successful staff. During recent years, this staff has accurately investigated and reported water rights in neighboring basins including the Big Lost River, the Little Lost River, Birch Creek, Camas Creek and the Portneuf River.

Please contact the Idaho Falls Office with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Ernest Carlsen".

Ernest Carlsen
Adjudication Supervisor, Eastern Region

Enclosure: Information Brochure



SCANNED

OCT 27 2004

PROFILED



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 28, 2003

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Please contact the Idaho Falls Office with any questions.

Sincerely,

Ernest Carlsen
Adjudication Supervisor, Eastern Region

Enclosure: Information Brochure



SCANNED

OCT 27 2004

PROFILED

May 2, 1991

W. Dean Humphries
9955 N. 15 E.
Idaho Falls, ID 83401

RE: **Evidence of Priority**

Dear Mr. Humphries:

The Notice of Claim identified with the number shown at the end of this letter has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates the water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a License, Decree, or Permit. For this reason, proof must be provided supporting the priority date.

For your reference I have provided a printout of your Notice and the pamphlet entitled **"Evidence of Priority"**. The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read all of the pamphlet, I direct your attention to the two sections entitled **"What Kind of Evidence is Required"** and **"Some Examples of Documents Which May Be Evidence of the Priority Date"**.

It is our goal to recommend this historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice have been or soon will be conducted by Department personnel. **But, the Department will not recommend the Notice be decreed by the court if no evidence of a priority date is submitted.**

Please submit the required evidence supporting the priority date by **June 3, 1991**, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

MICROFILMED
NOV 12 1992

W. Dean Humphries

Page 2

All Notices required to submit this evidence are currently being reviewed for recommendation to the court. Hence, the need for expediency on your part or your agency. Every effort should be made to submit this information within 30 days of the date of this letter.

Respectfully submitted,

Ernest Carlsen
Water right Supervisor, Adjudication

EC:sc

Enclosure: Brochure on "Evidence of Priority"
Proof Report

A25-13480
W. DEAN HUMPHRIES
BETTY HUMPHRIES
9955 N. 15 E.
IDAHO FALLS ID 83401

MICROFILMED
NOV 12 1992

RECEIVED

JUN 11 1991

Department of Water Resources
Eastern District Office

June 7, 1991

Ernest Carlsen
Water Right Supervisor, Adjudication
Idaho Department of Water Resources
150 Shoup Avenue, Suite 15
Idaho Falls, Idaho 83402

RE: Notice of Claim to Water Right
SRBAA25-13480
Civil Case No. 39576

Dear Mr. Carlsen:

Please further amend the Amended Notice of Claim to a Water Right Acquired Under State to reflect, where appropriate, that our claim is for private water on private land.

The Amended Notice, as it now appears, generally reflects the private nature of the water and our claim to the private water on private land, but I am not satisfied that the Notice is specific enough in that regard.

As previously indicated, the claimed water surfaces on our property and, on the surface, never leaves the property.

Unless I hear from you to the contrary, I presume that this letter will suffice for an appropriate further amendment to the referenced Amended Notice filed and pending in this matter.

Thank you for your courtesies and consideration.

I do solemnly swear and affirm that the statements contained in the foregoing letter document are true and correct.

Dated June 7, 1991.

W. Dean Humphreys
W. Dean Humphreys
Te D.H.

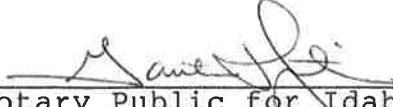
MICROFILMED

NOV 12 1992

Ernest Carlsen
June 7, 1991
Page - 2 -

STATE OF IDAHO)
)
County of Bonneville)

SUBSCRIBED AND SWORN to and affirmed before me this 7
day of June, 1991.



Notary Public for Idaho
Residing at: Isaac Evans
My commission expires: 7-7-94

MICROFILMED
NOV 12 1992

Recorded at request of
Bannock Abstract Co.,
August 28th 1901 at 9 a. m.

Geo. F. Gagon, Recorder,
By *W. H. Burns* Deputy.

WATER LOCATION)
of)
William H. Burns.)

NOTICE OF LOCATION, WATER.

Notice is hereby given that the undersigned a citizen of the United States, hereby claims the water flowing in what is known as Poison Springs Creek, in Bingham County, Idaho, to the extent of one hundred (100) inches, miners measure, to be diverted at a point about five hundred (500) feet S. E. or below the upper spring on said Poison Springs Creek, at the first turn in said stream, which said Creek is a tributary of Willow Creek.

Said diversion and this appropriation is for the purpose of creating and maintaining an artificial fish pond or lake as a hatchery for brook trout.

Said diversion and appropriation is intended by the undersigned, to be made by means of a certain dam sixty (60) feet long, thirteen (13) feet high, thirty (30) feet wide at the bottom, and sixteen (16) feet wide on the top, to be constructed in such a manner as to cause said water to fill a natural basin of about 7 acres, situated above said dam.

William H. Burns.

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

William H. Burns being duly sworn, says that on the 23rd day of September, 1901, he posted a copy of the above notice in plain sight near the west end of the above described dam site, on said Poison Springs Creek.

William H. Burns.

Subscribed and sworn to before me this 23rd day of Sept., 1901.

H. L. Rogers,
Justice of the Peace.

Recorded at request of
J. Ed. Smith, Sept.,
23rd 1901 at 11 a. m.

Geo. F. Gagon, Recorder,
By *W. H. Burns* Deputy.

WATER LOCATION
of The Great Western Canal
and Improvement Company.

Notice is hereby given that the undersigned, The Great Western Canal and Improvement Company, a corporation organized under the laws of the State of Illinois, claims the water flowing in the Snake River, at a point in the Southwest

STATE OF IDAHO
County of Bingham
I certify the above
is a true and correct
copy of the original
filed in my office
this 17th day of
September 1901
at Boise
Deputy
J. Ed. Smith
SEP 17 1901
JAN 17 1902

MICROFILMED
NOV 12 1992

Bon

THIS INDENTURE, made the 9 day of July in the year of our Lord, one thousand nine hundred and 79, between HAROLD W. CLIFFORD and SUSAN LEE CLIFFORD, husband and wife,

of the County of Bonneville and State of Idaho

the parties of the first part, and WILLIAM DEAN MEMMIS, ROY H. STARK, LYLE L. WARD and REX O'DELL YOUNG, all married men, Route 2 Box 127, Idaho Falls

of the County of Bonneville and State of Idaho

parties of the second part

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) ----- DOLLARS,

lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quit claim unto the said parties of the second part, and to their heirs and assigns all the certain lot, piece, or parcel of land situated, lying and being in the County of

Bonneville and State of Idaho and bounded and described as follows, to-wit:

TOWNSHIP 1 NORTH, RANGE 40 E. S.M.

Section 10: South Half (S 1/2) of the Northeast Quarter (S 1/2 NE 1/4); Southeast Quarter (SE 1/4 NW 1/4).

SUBJECT TO taxes and assessments, all existing easements and rights of way, and all covenants, reservations, and restrictions of record, and all applicable building and zoning ordinances, and regulations and restrictions.

TOGETHER WITH all water and water rights, ditch and ditch rights appurtenant, belonging or appertaining thereto, including all right, title and interest of Seller's in 100 inches of decreed water in Poison Creek, recorded September 23, 1901, and two second feed of decreed water in said Poison Creek, recorded September 20, 1901.

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 parties of the second part and to their heirs and assigns forever

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

HAROLD W. CLIFFORD

(SEAL)

SUSAN LEE CLIFFORD

(SEAL)

STATE OF IDAHO,
County of Bonneville

ss.

I DO HEREBY CERTIFY,

on this 9

day of

July

in the year 1979, before me

notary public

in and for said County and State, personally appeared HAROLD W. CLIFFORD and SUSAN LEE

MICROFILMED

NOV 12 1992

09 OCT 1991

BONNEVILLE

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this /
day of June, 1977, by and between DON W. MEPPEN and LILLIAN
C. MEPPEN, husband and wife, of Idaho Falls, Idaho, herein-
after referred to as "SELLERS," and HAROLD W. CLIFFORD,
WILLIAM DEAN HUMPHRIES, RAY H. STUCKI, LYLE L. WARD, and
REX O'DELL YOUNG, all of Idaho Falls, Idaho, and L. BRENT
BAIN of Salt Lake City, Utah, all married men and collectively
hereinafter referred to as "PURCHASERS,"

W I T N E S S E T H:

In consideration of the sums paid and to be paid,
and the covenants and conditions contained herein, as herein-
after stated, Sellers covenant and agree with Purchasers to
sell and convey unto Purchasers, and Purchasers covenant and
agree to buy of and from Sellers, the following described real
property situate in Bonneville County, Idaho, to-wit:

TOWNSHIP 1 NORTH, RANGE 40 E.B.M.

Section 19: South Half (S 1/2);
South Half of the Northeast Quarter
(S 1/2 NE 1/4); Southeast Quarter
of the Northwest Quarter (SE 1/4
NW 1/4).

SUBJECT TO taxes and assessments, all
existing easements and rights of way,
and all covenants, reservations, and
restrictions of record, and all appli-
cable building and zoning ordinances, use
regulations and restrictions.

TOGETHER WITH all water and water rights,
ditch and ditch rights appurtenant, be-
longing or appertaining thereto, includ-
ing all right, title and interest of
Sellers in 100 inches of decreed water
in Poison Creek, recorded September 23,
1901, and two second feet of decreed
water in said Poison Creek, recorded
September 30, 1901.

Purchasers agree to buy said premises, and to pay to Sellers therefor, the sum of ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00), as follows:

Twenty-Seven Thousand and No/100 Dollars (\$27,000.00), with the execution hereof the receipt whereof is hereby acknowledged by Sellers.

The balance of said purchase price, namely Eighty-Three Thousand and No/100 Dollars (\$83,000.00), Purchasers promise and agree to pay, together with interest thereon at the rate of Eight Percent (8%) per annum from and after June 1, 1977, to Sellers at Idaho First National Bank, Idaho Falls, Idaho, hereinafter referred to as Escrow Holder, in annual installments as follows:

Eight Thousand, Three Hundred and No/100 Dollars (\$8,300.00) plus all accrued interest, shall be payable on or before the / day of June, 1978, and a like amount plus all accrued interest, on or before the / day of June of each of the nine (9) succeeding years thereafter and until the entire balance of principal and interest has been fully paid.

All payments shall be applied first to accrued interest and the balance be applied on the outstanding principal of said purchase price.

Beginning with the calendar year 1979, Purchasers shall have the option to pay additional amounts on principal, provided, however, the total amount payable in any one year, including regular annual installments of principal and interest and payments for preconveyances of any portions of the property covered hereby, if elected by Purchasers, shall not exceed in any one calendar year beginning with the year 1979, the sum of Thirty-Seven Thousand, Two Hundred Fifty and No/100 Dollars (\$37,250.00)

POSSESSION AND LEASE RIGHT:

Purchasers shall be entitled to possession, subject to the use rights of Sellers as hereinafter provided, on June 1, 1977, and thereafter, so long as they comply with all of the

terms and conditions of this Agreement. Sellers shall retain the privilege of pasturing approximately fifty (50) cows with calves during the summer of 1977, and will pay the sum of Eight and No/100 Dollars (\$8.00) per month for each cow-calf unit. In addition, Purchasers agree that in the event the premises thereafter be made available for lease to third parties, that Sellers shall have a first right to place cattle thereon for grazing purposes subject to paying the reasonable and customary grazing fee. At all times during which Sellers shall have cattle on the premises, they shall keep and maintain all enclosure fences necessary to contain Sellers' cattle.

OIL AND GAS LEASE:

The parties acknowledge that there is an outstanding Oil and Gas Lease affecting the premises being sold hereunder, a true and correct copy of which Lease is attached hereto marked Exhibit "A" and by reference made a part hereof. Sellers do hereby sell and assign to Purchasers their interest as Lessors in said Oil and Gas Lease, effective as of the date hereof, and Purchasers shall be entitled to all monies payable thereunder beginning with the annual installment due January 7, 1978.

REAL PROPERTY TAXES:

Sellers shall pay all taxes and assessments levied against said property and/or payable for the year 1976 and years prior. Purchasers shall pay all such taxes and assessments levied against said property for the year 1978 and years subsequent.

EXISTING ENCUMBRANCE:

The parties acknowledge there is an existing encumbrance

against the premises. Sellers agree to make all payments due on said encumbrance as the same become due and further agree that such encumbrances shall be fully paid and released of record prior to or simultaneously with final payment of the purchase price due from Purchasers and the transfer of title to the premises to Purchasers under the terms of this Agreement.

PRECONVEYANCE:

Beginning with the calendar year 1979, Purchasers shall be entitled to obtain a preconveyance of a portion or portions of the premises upon payment to Sellers of the sum of One Thousand and No/100 Dollars (\$1,000.00) as a prepayment on principal for each acre to be preconveyed. The first preconveyance, if requested by Purchasers, shall consist of property adjacent to the boundary of the premises and subsequent preconveyances, if any, shall be adjacent and contiguous to the prior preconveyed parcels. All preconveyed parcels shall be at least ten acres in size and shall have a depth at least four times width or frontage along the creek running through or roads along the boundaries of said premises. The partition, sale and/or development of each parcel preconveyed shall be in strict accordance with applicable zoning and use regulations and restrictions. Purchasers shall give Sellers at least thirty (30) days written notice of their desire and intention to acquire any preconveyance and shall pay all survey and other expenses incident thereto, including expenses attributable to obtaining a partial release of preconveyances from the existing encumbrance above-identified, if desired by Purchasers.

REPAIRS AND USE:

The Purchasers promise and agree to keep said premises and all improvements thereon, including fences, in a clean and presentable condition and in a good state of repair during the life of this Agreement, depreciation from reasonable use and occupancy excepted, and at all times shall comply with applicable laws, orders and regulations of federal, state, county and municipal authorities.

INSPECTION:

The Purchasers acknowledge that they have made a personal inspection of the property above-described and being purchased hereunder by them, and acknowledge that they have informed themselves concerning the true condition of said premises and appurtenances, and that in executing this Agreement they have relied solely upon information and knowledge obtained from a personal inspection and investigation of said premises.

DEED AND TITLE INSURANCE:

Concurrently with the execution of this Agreement, Sellers shall execute a good and sufficient Warranty Deed for the purpose of conveying title to the above described property, free and clear of all liens and encumbrances, excepting anything made, suffered, assumed or done by the Purchasers, naming Purchasers as Grantees, and shall cause said Warranty Deed to be deposited with the Escrow Holder hereafter named. Upon complete payment of the purchase price and full performance of this Agreement by Purchasers, Sellers shall obtain, at their expense, and furnish to Purchasers, an owners' policy of title insurance in the full amount of the purchase price and insuring

title to said property. Sellers shall have the option, prior to full performance of this Agreement by Purchasers, to fulfill their obligation with respect to title insurance by obtaining and furnishing to Purchasers a Purchasers' policy of title insurance in lieu of an owners' policy of title insurance. Sellers will, if requested by Purchasers, furnish title insurance on preconveyed parcels, however, it is agreed that the total expense of Sellers' obligation to furnish title insurance to Purchasers shall not exceed the applicable premium for a single policy in the total amount of the purchase price due Sellers hereunder.

ESCROW:

The parties hereto have simultaneously herewith also executed an Escrow Agreement, in triplicate originals, with Idaho First National Bank, Idaho Falls, Idaho, as Escrow Holder. A triplicate original of the Escrow Agreement, together with an executed Warranty Deed to said premises from Sellers to Purchasers, and an executed Quitclaim Deed to said premises from Purchasers to Sellers, shall be deposited with said Escrow Holder. All escrow fees shall be divided equally between Sellers and Purchasers.

The Escrow Holder is authorized to deliver all of said instruments to Purchasers upon complete payment of the purchase price according to the terms herein contained, and in the event of a default by Purchasers, as hereinafter provided, said Escrow Holder is authorized to deliver such instruments to Sellers upon filing an Affidavit of Sellers with said Escrow Holder that default has occurred and notice has been given as hereinafter provided.

DEFAULT:

Time and the prompt performance of each and every obligation of Purchasers is agreed to be of the essence of this Agreement, and if Purchasers shall fail or neglect to make any payment of principal or interest as herein provided, or to make any payments of taxes or assessments when due and before delinquency, or fail or neglect to carry out any of the other terms and conditions of this Agreement, by them to be performed, then this Agreement shall be in default, and upon a default occurring, Sellers or their authorized agent, may cause to be prepared a written notice in duplicate, addressed to Purchasers, calling attention to the matters then in default or on account of which a breach is claimed, and said notice shall be delivered to the Escrow Holder, who will mail one copy thereof by certified mail, return receipt requested, to Purchasers. Purchasers shall have sixty (60) days from the mailing of said notice within which to make good any matters in default or of which breach is claimed or to disprove the same.

NOTICES:

All notices required by this Agreement or by the Escrow Agreement simultaneously executed, shall be directed between the parties as follows:

To Sellers: Don W. Meppen and
Lillian C. Meppen
Route 5, Box 36
Idaho Falls, Idaho 83401

To Purchasers:

FORFEITURE:

In the event that Purchasers fail to make good any matters of which they are in default within the time hereinabove provided, then Sellers may, without further notice, declare this Agreement forfeited, and upon a forfeiture being declared, Sellers shall have the right to the immediate possession of said premises, and Purchasers agree that they will immediately surrender possession thereof to Sellers in as good condition as they received the same, depreciation from reasonable use and occupancy excepted. And, upon a forfeiture being declared and becoming effective, Purchasers shall be deemed to be the tenants of Sellers holding over after the expiration of a lease, and they shall be subject to dispossession of such tenant unlawfully holding over after the termination of tenancy. All money theretofore paid by Purchasers to Sellers may be kept and retained by Sellers to apply as damages for the breach thereof, or for the value of use and occupancy of the premises, but no provision contained in this Agreement shall be construed as an election of any remedy which Sellers might have for the breach thereof.

FOREBEARANCE:

Acceptance by Seller of any installment of the principal or interest or of payment of any taxes after the same may have been past due or after Purchasers may have defaulted under this Agreement, shall not in any manner nor in anywise be deemed to be construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement, or of any subsequent default that may be made by Purchasers.

ASSIGNMENT:

Purchasers shall not assign this Agreement or sell all or any part of the premises covered thereby without the consent of Sellers thereto in writing first being obtained, which consent shall not be unreasonably withheld, and any individual Seller shall be deemed authorized to grant consent in accordance with this paragraph.

ATTORNEY'S FEES:

In case an action is brought to enforce any of the terms or provisions of this Agreement, or in the event this Agreement is placed with an attorney for enforcement, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be allowed by law.

ENTIRE AGREEMENT:

It is understood and agreed by and between the parties hereto, that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character or kind except those set forth in writing in this Agreement.

BENEFIT:

The rights and interests of the parties hereto shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

EXECUTED in triplicate originals as of the day and year first above written.

Don W. Meppen
Don W. Meppen

Lillian C. Meppen
Lillian C. Meppen

"Sellers"

Harold W. Clifford
Harold W. Clifford

William Dean Humphries
William Dean Humphries

Ray H. Stucki
Ray H. Stucki

Lyte L. Ward
Lyte L. Ward

Rex O. Dell Young
Rex O. Dell Young

L. Brent Bain
L. Brent Bain

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS 27th day of June, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared DON W. MEPPEN and LILLIAN C. MEPPEN, his wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing at Idaho Falls, Idaho

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS 20 day of June, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared HAROLD W. CLIFFORD, WILLIAM DEAN HUMPHRIES, RAY H. STUCKI, LYLE L. WARD, and REX O'DELL YOUNG, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

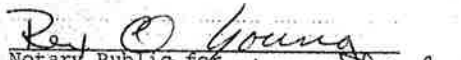

Notary Public for Idaho
Residing at Idaho Falls, Idaho
Notary Expires
Aug 18, 1978

(SEAL)

STATE OF Idaho)
) ss.
County of Bonneville)

ON THIS 27 day of June, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared L. BRENT BAIN, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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


Notary Public for
Residing at: Idaho Falls, Idaho

(SEAL)

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

AGREEMENT, Made and entered into this 7th day of January, 1976
by and between Don W. Meppen, also known as Donald W. Meppen, and Lillian Meppen, husband and wife, Route 5, Box 36, Idaho Falls, Idaho 83401

Party of the first part, hereinafter called lessor (whether one or more) and
Walter M. Sapp, 8030 E. Girard Ave., #303, Denver, Colorado 80231 Party of the second part, hereinafter called lessee

WITNESSETH, That the said lessor, for and in consideration of ONE HUNDRED DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purpose of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Donneville State of Idaho, described as follows, to-wit:

SEE DESCRIPTION RIDER ATTACHED HERETO

and containing .439.64 acres, more or less
It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:
First, The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for all of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second, The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and where not sold shall pay a sum equal to the annual delay rental herein as royalty, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for above and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

Third, To pay lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 7th day of January, 1977, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

Idaho First National Bank at Idaho Falls, Idaho 83401
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of FOUR HUNDRED THIRTY NINE AND 64/100 DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and pay any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next rental paying date this lease shall terminate as to both parties, unless the lessee on or before the next rental paying date shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon the resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after any reversion having occurred to cover the interest so required with or without notice of said reversion in lease.

Lessor shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to crawl and remove casing.

Lessee shall pay for all damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease, and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or tracts in the vicinity thereof at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of interests or royalties shall be binding on the lessor until after the lessor has been furnished with a written transfer or assignment or a certified copy thereof, and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail to make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate in default or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall unite due payment of said rentals. An assignment of this lease, in whole or in part, shall not to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any laws or regulations relating to, and all other requirements to be complied with, as required by any Federal or State legislation, regulations, or orders, or decrees, or any other authority, made at any time and from time to time, whether before or after production, when in lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

Lessee may at any time release this lease as to part or all of the lands above described after which all payments and liabilities thereafter in accruing, as to the lands released, shall cease and terminate. In the event of a partial release, the unpaid delay rental above mentioned shall be reduced proportionately.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to enforce, for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds as to the lessor and shall extend to and be binding on his heirs, heirs and assigns. The lessor, through his heirs, assigns, executors, administrators, successors or assigns, shall not be bound by any other agreement or contract which purports to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL)

Don W. Meppen

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Lillian Meppen

(SEAL)

(SEAL)

(SEAL)

(SEAL)

NOTICE OF SALE - EXHIBIT "A"

DESCRIPTION RIDER

Toumehin 1 North, Range 40 East, S. P. M.

Section 19; lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 8

\$107 + \$150 late fee

AJ5809NP
No. A25-13480

AJ5809NP
No. A25-13480

AJ5809NP
No. A25-13480

Tributary to: DRY HOLLOW CREEK

AJ5809NP
No. A25-13480

T01N R40E S19

BONNEVILLE County

AJ5809NP
No. A25-13480

AJ5809NP
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Remarks: GEN THE SPRING FLOW IS DIVERTED INTO 3 SMALL PONDS. THE OWNER DOES NOT KNOW WHEN THESE PONDS WERE BUILT. THE OWNERS HAVE BEEN STOCKING THESE PONDS WITH TROUT FOR THEIR PERSONAL USE. THERE ARE 2 CABINS ON THE PROPERTY WHICH USE WATER FROM THE SPRING. THEY HAVE BEEN IN PLACE SINCE 1987. THERE ARE REMANANTS OF AN OLD HOUSE ON THE PROPERTY SO THE DOMESTIC PORTION IS CLAIMD AS A REPLACEMENT TO THIS OLD HOUSE. THE CLAIM IS BASED ON A RECORD ON THEIR DEED MENTIONING "100 INCHES OF DECREED WATER FROM POISON CREEK" (DRY HOLLOW ON USGS MAPS).
POSTED NOTICE ATTACHED
PARTNERS HAVE AN UNDIVIDED INTEREST IN THE PROPERTY

Dates: Exam Made Date: Verified Date: Objection Filed Date:
Misc: Water District Number: Field Inspection Flag:
Presumption Flag:
Audit: 09/14/90 VERNER 09/19/90 ESRBA 03/29/95 POST-STD

SCANNED

AUG 03 2001

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: A25-13480
Date Received: 9/14/1990
Receipt No: E015234
Received By: 124

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name:	W. DEAN HUMPHRIES	208-522-2936
Address:	9955 N. 15 E. IDAHO FALLS, ID	83401
OR		
Name:	BETTY HUMPHRIES	208-522-2936
Address:	9955 N. 15 E. IDAHO FALLS, ID	83401
OR		
Name:	LYLE L. WARD	208-522-8492
Address:	6020 W. ARCO HWY. IDAHO FALLS, ID	83402
OR		
Name:	RUBY H. WARD	208-522-8492
Address:	6020 W. ARCO HWY. IDAHO FALLS, ID	83402
OR		
Name:	REX O. YOUNG	208-523-4806
Address:	175 EVERGREEN IDAHO FALLS, ID	83401
OR		
Name:	EVA YOUNG	208-523-4806
Address:	175 EVERGREEN IDAHO FALLS, ID	83401

2. Date of Priority: SEP 23, 1901

3. Source: SPRING Trib. to: DRY HOLLOW CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	40E	19	NE	NW	SW		BONNEVILLE

5. Description of diverting works:
DITCH FROM SPRING TO PONDS. OVERFLOW IRRIGATES PASTURE

A25-13480

Page 1

Date: 09/19/90

MICROFILMED

NOV 12 1992

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.140		
DOMESTIC	01/01	12/31	0.040		
RECREATION STORAGE	01/01	12/31			2.00

7. Total Quantity Appropriated is:

0.140 C.F.S. (and/or) 2.00 A.F.A.

8. Total consumptive use is 21.6 Acre Feet Per Annum.

9. Non-irrigation uses:

2 HOMES, SINGLE OWNERSHIP

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	40E	19	SW	NE		IRR	5.2
			NW	SE		DOMEST	
			NW	SE		IRR	2.0
			NW	SE		REC S	
			NW	SE		REC	
						Section Acres	7.2
						Total Acres	7.2

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:

IN-STREAM STOCKWATERING

14. Remarks:

THE SPRING FLOW IS DIVERTED INTO 3 SMALL PONDS. THE OWNER DOES NOT KNOW WHEN THESE PONDS WERE BUILT. THE OWNERS HAVE BEEN STOCKING THESE PONDS WITH TROUT FOR THEIR PERSONAL USE. THERE ARE 2 CABINS ON THE PROPERTY WHICH USE WATER FROM THE SPRING. THEY HAVE BEEN IN PLACE SINCE 1987. THERE ARE REMANANTS OF AN OLD HOUSE ON THE PROPERTY SO THE DOMESTIC PORTION IS CLAIMD AS A REPLACEMENT TO THIS OLD HOUSE. THE CLAIM IS BASED ON A RECORD ON THEIR DEED MENTIONING "100 INCHES OF DECREED WATER FROM POISON CREEK" (DRY HOLLOW ON USGS MAPS).
POSTED NOTICE ATTACHED
PARTNERS HAVE AN UNDIVIDED INTEREST IN THE PROPERTY

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: -/-

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): W. Dean Humphries Date: 9-19-1990
_____ Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 19th day
of September 19 90

Carter Fritschel
Notary Public

Seal

Residing at Coyle, Id
My Commission Expires 3-21-94



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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A25-13480
Date Received: 9/14/1990
Receipt No: 6015234
Received By: EGW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: W. DEAN HUMPRIES 208-522-2936
Address: 9955 N. 15 E.
IDAHO FALLS, ID 83401

OR

Name: BETTY HUMPRIES 208-522-2936
Address: 9955 N. 15 E.
IDAHO FALLS, ID 83401

2. Date of Priority: SEP 23, 1901

3. Source: SPRING Trib. to: DRY HOLLOW CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	40E	19	NE	NW	SW		BONNEVILLE

5. Description of diverting works:
DITCH FROM SPRING TO PONDS. OVERFLOW IRRIGATES PASTURE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.140		
DOMESTIC	01/01	12/31	0.040		
RECREATION STORAGE	01/01	12/31			2.00

7. Total Quantity Appropriated is:
0.140 C.F.S. (and/or) 2.00 A.F.A.

8. Total consumptive use is 21.6 Acre Feet Per Annum.

9. Non-irrigation uses:
2 HOMES, SINGLE OWNERSHIP

A2513480



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	40E	19	SW	NE		IRR	5.2
			NW	SE		IRR	2.0
			NW	SE		REC S	
			NW	SE		REC	
			NW	SE		DOMEST	

Section Acres 7.2

Total Acres 7.2

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:
IN-STREAM STOCKWATERING

14. Remarks:

THE SPRING FLOW IS DIVERTED INTO 3 SMALL PONDS. THE OWNER DOES NOT KNOW WHEN THESE PONDS WERE BUILT. THE OWNERS HAVE BEEN STOCKING THESE PONDS WITH TROUT FOR THEIR PERSONAL USE. THERE ARE 2 CABINS ON THE PROPERTY WHICH USE WATER FROM THE SPRING. THEY HAVE BEEN IN PLACE SINCE 1987. THERE ARE REMANANTS OF AN OLD HOUSE ON THE PROPERTY SO THE DOMESTIC PORTION IS CLAIMD AS A REPLACEMENT TO THIS OLD HOUSE. THE CLAIM IS BASED ON A RECORD ON THEIR DEED MENTIONING "100 INCHES OF DECREED WATER FROM PIOSON CREEK" (DRY HOLLOW ON USGS MAPS). RESEARCH OF IDWR RECORDS SHOWED NO RECORD OF THIS DECREE AND IT IS SUSPECTED THE DEED REFERS TO A POSTED NOTICE. THE DEED MENTIONS THE "DECREE" WAS RECORDED ON SEPT. 23, 1901 (SEE ATTACHED COPY). THE DEED DOES NOT MENTION WHAT THE USE OF THIS WATER WAS.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): W. Dean Humphries Date: 9-14-1990
Betty Ann Humphries Date: 9-14-90

State of Idaho)
County of Donner) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of September 19 90

[Signature]
Notary Public

Seal

Residing at Idaho Falls, B.
My Commission Expires 22 Aug 1994