

04/01/2004

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

RIGHT NUMBER: 25-14051

NAME AND ADDRESS: VICKY SAUER
340 N 3400 E
LEWISVILLE ID 83431

ROGER A SAUER
340 N 3400 E
LEWISVILLE ID 83431

SOURCE: SPRING CREEK

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.840 CFS

USE OF THIS RIGHT WITH RIGHT NO. 25-258B IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 3.00 CFS.

PRIORITY DATE: 05/01/1957

POINT OF DIVERSION:

T05N R37E S25 NWSESE Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.840 CFS

PLACE OF USE: IRRIGATION Within JEFFERSON County

T05N R37E S25	SWSE	34.0	T05N R37E S25	SESE	12.0
T05N R37E S36	NWNE	15.0	T05N R37E S36	NENW	39.0

100 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 25-258B IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 100 ACRES IN A SINGLE IRRIGATION SEASON.

This right is limited to the irrigation of 28 acres within the place of use
described above in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

EXPLANATORY MATERIAL: Beneficial Use

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

RIGHT NO. 25-258B IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE.

Water Right 25-14051

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SCANNED
OCT 15 2004

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 25-14051

WATER RIGHT NUMBER: 25-14051

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	VICKY SAUER 340 N 3400 E LEWISVILLE, ID 83431 (208)754-8803
Current Owner	ROGER A SAUER 1400 E PAR TEE LN IDAHO FALLS, ID 83401 (208)523-1645

Priority Date: 05/01/1957
Basis: Beneficial Use
Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.840 CFS	
	<u>Total Diversion:</u>	0.840 CFS	

<u>Location of Point(s) of Diversion</u>		
SPRING CREEK	SE1/4SE1/4	Sec. 25, Twp 05N, Rge 37E, B.M.
JEFFERSON County		

Place of Use
IRRIGATION Within JEFFERSON County
T05N R37E S36 NENW 28.0
Total Acres: 28

Conditions of Approval:

Remarks:

Comments:

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OCT 20 2005

M E M O R A N D U M

DATE: October 5, 2005

TO: Files 25-258B, 25-14051

FROM: Jennifer Crabtree, Technical Records Specialist

RE: Address Change

Changed address per phone request from claimant Roger Sauer: 1400 E. Par Tee Ln., Idaho Falls, ID 83401

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OCT 20 2005

RECEIVED

SEP 08 2004

04/01/2004

Michael

Department of Water Resources
Eastern Region

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: 25-14051

VICKY SAUER
340 N 3400 E
LEWISVILLE ID 83431
Telephone Number: (208)754-8803

ROGER A SAUER
340 N 3400 E
LEWISVILLE ID 83431
Telephone Number: (208)754-8803

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

DATE:

9-8-04

SIGNATURE:

Roger A. Sauer

Please print your name:

Roger A. Sauer

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

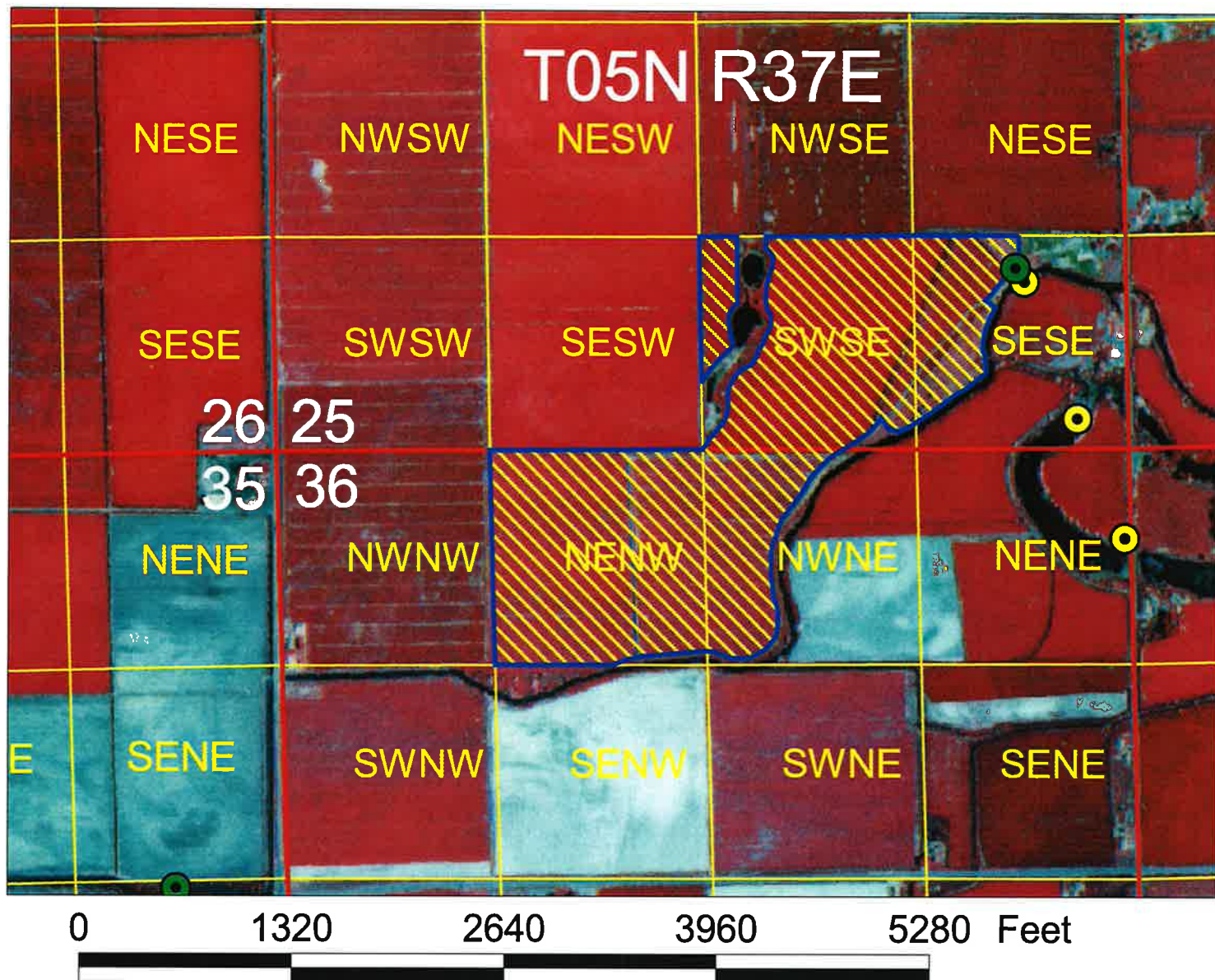
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SEP 10 2004



Department of Water Resources

Claim No.: 25-14051

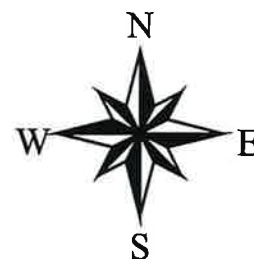


- Point of diversion
- ▨ Place of Use
- ▭ Sections
- ▭ QQ

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OCT 15 2004



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by M. Holliday
Date: April 2004

March 22 2004

IN The Fall of 1950 and 1951 I
Clifton Rhodehouse helped Thresh
The grain on The Hadley Farm.

I remember that the Grain was not
as good as some of the other farms.

I remember the Ditches that went to
The Several Fields Some Ditches had
Side Ditches to get to some of the
Higher spots. The main Ditch ran
to the South and then to the west
to irrigate the lower west Field.

IN 1957 Lynn Hanson started
Farming The Farm for Jen Hadley
having married her Daughter ANN.

I would on occasion go with Lynn
as he changed the water. The
water was supplied by a pump
from Spring Creek at this time.

Lynn said it was good to be
able to get the water from the
pump just by turning the pump on.

Clifton Rhodehouse

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OCT 15 2004

October 19, 2003

To Whom This May Concern:

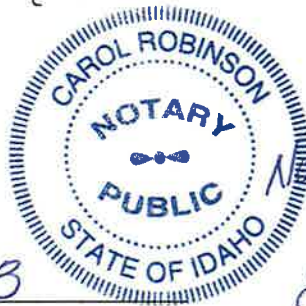
We have talked with Ann Beddes who is 69. She is Genevieve Hadley's daughter. Genevieve Hadley married Joe Hadley in 1946. We also have talked to Bill Raymond, a neighbor of Joe Hadley. Bill Raymond still lives by the farm and is 94 years old. This is the information we have been able to get from them to the best of their recollections.

Approximately 1927 Bill remembers the farm being irrigated from a ditch that ran along the north side of the property that came from the Long Island/Independant Canal. Bill said he thought there was a dam East of the farm and his place that diverted Spring Creek Water which is what was used to irrigate the farm.

In the mid to late 40's the pump was installed on Spring Creek. The two southwest pieces have been irrigated as far back as they can remember.



Roger A. Sauer




Shelley, ID
Expires 10-31-04

Date 10-20-03

PROFILED

SCANNED

OCT 15 2004

Quit Claim Dec.

158-253

INSTRUMENT NO. 116206

THIS INDENTURE, Made the 14th day of June in the year of our Lord, One Thousand Nine Hundred and Fifty eight, between Darlene Lowder of Rexburg, Madison County, State of Idaho, and Max J. Hadley, of Ogden, County of Weber and State of Utah, the parties of the first part, and Genevieve C. Hadley of Idaho, County of Jefferson and State of Idaho, the party 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)-----

and other good and valuable considerations DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do es by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part, and to her heirs and assigns forever, all that certain lot, piece or parcel of land situate,

lying and being in the County of Jefferson and State of Idaho, and bounded and described as follows, to-wit: The South Half of the Southeast Quarter (34382), Section Twenty-five (25), Township Five (5) North, Range Thirty-seven (37), S.B.M., EXCEPTING Commencing at the Southeast Corner of Section Twenty-five (25), Township Five (5) North, Range Thirty-seven (37), S.B.M., running thence North 8 rods, thence Northwest 15 rods, thence South 10 rods, thence Northwest 10 rods, thence Southwesterly 24 rods to Section line, thence East 42 rods to the place of beginning, together with decreed water right as evidenced by decree recorded in Book 12 of Judgments, Page 41, records of Jefferson County, Idaho. ALSO: The Northeast Quarter of the Northwest Quarter (124114) and the North Half of the North Half of the Northeast Quarter (124114), Section Thirty-six (36), Township Five (5) North, Range Thirty-seven (37), East Boise Meridian, together with 106.26 shares of stock of the Long Island Canal and Irrigating Company. Lots Two and Three (2 and 3), Section Twelve (12), Lot Seven (7), Section Thirteen (13), Lot One (1), Two (2) and Three (3), Section Fourteen (14), all in Township Five (5) North, Range Thirty-seven (37), East Boise Meridian. Lots Four (4), Section Fourteen (14); Lots One (1) and Two (2), Section Fifteen (15), all in Township Five (5) North, Range Thirty-seven (37), East of the Boise Meridian. Together with all the improvements, ditches and ditch rights, water and water rights, and \$26.40 in U.S.I.R. Stamps attached and cancelled.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise 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, unto the said party of the second part, her heirs and assigns forever.

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

Signed, Sealed and Delivered in the Presence of

Max J. Hadley (Seal)
Darlene K. Lowder (Seal)
(Seal)
(Seal)

STATE OF IDAHO, } ss.
County of Madison

On this 26th day of June in the year 1958, before me,

the undersigned, a notary public

in and for said County and State, personally appeared Darlene Lowder

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

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

STATE OF UTAH, County of Weber: On this 14th day of June, 1958, before me, the undersigned Notary Public in and for said State, personally appeared Max J. Hadley, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. Ralph V. Peterson, Notary Public for the State of Utah, Residing at Ogden, Utah (Seal)

Filed for record at the request of C L Jones

at 45 minutes past 3 o'clock P M, this 27 day of August, A.D. 1958
By Otis R. Lemmon

PROFILED

SCANNED

OCT 15 2004

INSTRUMENT NO. 82564.

THIS INDENTURE, Made the 23rd day of January in the year of our Lord, One Thousand Nine Hundred and 47, between - - JOSEPH E. HADLEY - - -

of the County of Jefferson and State of Idaho, the part of the first part, and
of the County of Jefferson and State of Idaho, the part of the second part,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of
- - - ONE and no/100 - - - - -

DOLLARS,

lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do es by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part y of the second part, and to her heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Jefferson and State of Idaho, and bounded and described as follows, to-wit:

The South Half (S $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-six (36), Township five (5) North, Range 37 East of the Boise, Meridian.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise 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 part y of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, The said part y of the first part hereunto sets his hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

JOSEPH E. HADLEY (Seal)

(Seal)

(Seal)

(Seal)

STATE OF IDAHO,

County of JEFFERSON
I DO HEREBY CERTIFY:

On this 4th day of

February

in the year 1947, before me,

the undersigned

, a Notary Public

in and for said County and State, personally appeared

Joseph E. Hadley

known to me to be the person whose name is
he executed the same.

subscribed to the within instrument, and acknowledged to me that

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

(SEAL)

PAUL BARDBURY, Notary Public

Residing at Idaho Falls, Idaho

My commission expires: May 1, 1947

Filed for record at the request of Myrle Hadley

at 25 minutes past 1 o'clock P.M., this 24th

day of February

, A.D. 1947.

By Hettie A. Kelley

, Deputy.

Eileen Madsen

, Ex-Officio Recorder.

PROFILED

SCANNED

OCT 15 2004

Quit Claim Deed

113-594

STATE OF IDAHO,)
COUNTY OF Bonneville,) ss.

On this 30th day of November, in the year nineteen hundred thirty-four, before me, A. A. Merrill, a Notary Public in and for the State of Idaho, personally appeared Milo Rowan, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

A. A. Merrill, Notary Public, Residence & P. O.
Address, Idaho Falls, Idaho.

My Commission expires 12-8-35.

Recorded at the request of A. A. Merrill; December 22nd, 1934, at 2:30 o'clock P. M.

Wm. Sauer, Recorder.

Instrument No. 49742.

WARRANTY DEED.

JOSEPH E. D. TOMLINSON & ELIZABETH R. TOMLINSON, his wife, grantors, of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT to GEORGE B. HASKELL, grantee, of - - - -, for the sum of TEN DOLLARS & other good and valuable consideration - - DOLLARS, the following described tract of land in Jefferson County, State of Idaho.

All of Lots 5 & 6 of Block 5 of the Townsite of Ririe, as platted and of record on the books of the recorder of Jefferson County.

Subject to general taxes after year 1925.

WITNESS the hands of said grantors, this 10th day of October, 1929.

Signed in the presence of

D. H. Beardshall

Joseph E. D. Tomlinson.

Elizabeth R. Tomlinson.

STATE OF UTAH,)
COUNTY OF SALT LAKE,) ss.

On the 10th day of October, A. D. 1929, personally appeared before me Joseph E. D. Tomlinson & Elizabeth R. Tomlinson, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

(SEAL)

My Commission expires 3/25/30.

D. H. Beardshall, Notary Public,

My residence is Salt Lake City, Utah.

Recorded at the request of George B. Haskell; December 24th, 1934, at 9:50 o'clock A. M.

Wm. Sauer, Recorder-

By: R. Hogge, Deputy.

Instrument No. 49745.

DEED.

THIS INDENTURE, Made this 26th day of November, 1934, A. D., between R. EMMET O'MALLEY, Superintendent of the Insurance Department of the State of Missouri, in charge of Continental Life Insurance Company (a Missouri Corporation), pursuant to a decree of the Circuit Court of the City of St. Louis, State of Missouri, in Cause No. 199088-B, made and entered on May 25th, 1934, party of the first part, and JOSEPH E. HADLEY, of Menan, Idaho, Party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, SELL, BARGAIN and CONVEY and CONFIRM unto the said party of the second part and unto his heirs and assigns forever all that certain

PROFILE

SCANNED
OCT 15 2004

the County of Jefferson, State of Idaho, and described as follows, to-wit:

The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 25, Township 5 North, Range 37 East of Boise Meridian, except commencing at the SE corner of Section 25, Township 5 North, Range 37, East of Boise Meridian, running thence North, 8 rods, thence N.W. 15 rods, thence South 10 rods, thence Northwardly 10 rods, thence southwesterly 24 rods to Section line, thence East 42 rods to place of beginning. All right to the waters of Spring Creek, a tributary of the South Fork of Snake River, by Decree, recorded in Book 12 of judgments at Page 41, records of Jefferson County, Idaho.

Party of the second part, as GRANTEE, assumes payment of all taxes and special assessments for the year 1932 and thereafter.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part and unto their heirs and assigns forever, the party of the first part, as GRANTOR, herein warrants the title to the above against all parties claiming by, through or under him, but none other.

IN WITNESS WHEREOF, the said R. Emmet O' Malley, Superintendent of the Insurance Department of the State of Missouri in charge of the Continental Life Insurance Company, the said party of the first part, has caused this instrument to be executed the year and day first above written.

R. EMMET O'MALLEY, Superintendent of the Insurance
Department of the State of Missouri
in charge of the Continental Life
Insurance Company.

(ACKNOWLEDGMENT)

STATE OF MISSOURI,)
 : ss. \$ 3.00 in U. S. Revenue Stamps attached and Cancelled
CITY OF ST. LOUIS,)

On this 26th day of November, 1934, before me, Kermit Q. Helm, a Notary Public duly commissioned, qualified and acting within and for said City and State, appeared in person the within named R. Emmet O'Malley, to me personally well known, being the person who executed the foregoing instrument, and acknowledged to me that he is the Superintendent of the Insurance Department of the State of Missouri in charge of the affairs of the Continental Life Insurance Company, a Missouri Corporation, pursuant to a decree of the Circuit Court of the City of St. Louis, Missouri, in Cause No. 199088-B, made and entered on May 25th, 1934, and acknowledged to me that he executed the same as his free act and deed, and for the consideration, uses and purposes therein mentioned and set forth.

(SEAL)

Kermit Q. Helm, Notary Public within and for the
My commission expires: Jan. 16, 1937. City of St. Louis, Missouri.

Recorded at the request of Lillia M. Bandel; December 24th, 1934, at 1:40 o'clock P. M.

Wm. Sauer, Recorder-

By: R. Hogge, Deputy.

Instrument No. 49747.

WARRANTY DEED

JOSEPH A. NIELSON and ELSIE D. NIELSON, his wife, grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby Convey and Warrant to DON C. STALLINGS, grantee, of Lewisville, Jefferson County, Idaho, for the sum of TEN AND NO/100 (\$10.00) - - DOLLARS, the following described tract of land in Jefferson County, State of Idaho,

Lots 2 and 3, Block 28 of the Townsite of Lewisville, Jefferson County, State of Idaho. Together with all water and ditch rights in any way thereto belonging more especially one and seven tenth shares of the Parks and Lewisville Irrigation Company.

SCANNED

OCT 15 2004

THIS INDENTURE, made this
between JEWEL LYNN LARSEN

13th

day of March

19 95

of Rigby, County of Jefferson, State of Idaho,
the party of the first part and SANDRA LEE SARGENT, formerly known as SANDRA LEE LARSEN,
265 Dove Ave., of Rigby,
County of Jefferson, State of Idaho, the party of the second part.

WITNESSETH, that the party 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 and other valuable consideration
in party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged,
does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to
party of the second part's heirs and assigns, forever, all the following described real estate, situated in
Rigby, County of Jefferson, State of Idaho, to-wit:

The East 60 feet of lot 12 and the West 12 feet of lot 11, Block 2, Josiah Call
Addition No. 1, to the City of Rigby, Jefferson County, Idaho, as per the
recorded plat thereof, now owned and hereafter acquired.

and

Beginning at a point that is S06° 03'23"W 2328.29 feet and N89° 24'00"E
50 feet from the North 1/4 Corner of Section 18, Township 4 North, Range
39 East of the Boise Meridian, Jefferson County, Idaho, said point being on
the North line of Josiah Call Addition Division No. 1 as per the duly
recorded plat thereof, Jefferson County, Idaho and running thence N89°
24'00"E 72 feet; thence North 45 feet; thence S89° 24'00" W 72 feet;
thence South 45 feet to the true point of beginning, now owned and hereafter
acquired.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or
in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits
thereof:

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

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and
year first above written

Jewel Lynn Larsen

STATE OF IDAHO,

County of Bonnevillie
On this 13th day of

MARCH

in the year 19 95, before me

JEWEL LYNN LARSEN

a Notary Public in and for said State, personally appeared

known to me to be the person whose name is subscribed to the within instru-
ment, and acknowledged to me that he executed the same.

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

(SEAL)

David M. Luben

Notary Public for the State of Idaho,
Residing at Idaho Falls, Idaho.
Commission Expires: 12-31-97

No. 275937	QUITCLAIM DEED (Form No. 204)	JEWEL LYNN LARSEN TO SANDRA LEE SARGENT	Dated March 13, 1995	STATE OF IDAHO, County of Jefferson I hereby certify that this instrument was filed for record at request of at 40 minutes past 9 o'clock P.M. this 13 th day of March, 1995, in my office, and duly entered in Book of at page By Fees \$3.00 Mail to 1212 E. 1st St. Rigby, ID 83442	DEPT. OF OFFICE RECORDED Depair. Mail to 1212 E. 1st St. Rigby, ID 83442	AFTER RECORDING RETURN TO Sandra Lee Sargent 265 Dove Ave. Rigby ID 83442
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CANNED

OCT 15 2004

WARRANTY DEED

Genevieve Hadley, as GRANTOR, of Idaho Falls, Idaho, for good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Roger Sauer and Vicky Sauer, husband and wife, of 340 N. 3400 E., Lewisville, Idaho, 83431, as GRANTEES, and to their successors and assigns forever, all of the following described real estate situated in the State of Idaho, to-wit:

Township 5 North Range 37 East of the Boise Meridian, Jefferson County, Idaho:

Section 25: That portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ which is North and West of Spring Creek.

But excepting therefrom a parcel of property beginning at the Northeast Corner of the South half of the SE Quarter of said Section 25; said point of beginning being N0°24'36"W 1330.51 feet along the Section line from the Southeast corner of said Section 25, and running thence N89°56'12"W 192.00 feet along the North line of said South half of the Southeast Quarter; thence S0°24'36"E 138.00 feet, to the Northern boundary of an existing roadway; thence S89°56'12"E 192.00 feet to the East line of Section 25; thence N0°24'36"W 138.00 feet along said East line to the point of beginning;

AND further subject to an access easement which is 20 feet wide and runs East and West 192 feet and is immediately South and adjacent to the above described property which is excepted from the granted property.

Section 36: The NE $\frac{1}{4}$ NW $\frac{1}{4}$; and that portion North and West of Spring Creek in the N $\frac{1}{2}$ N $\frac{1}{2}$ of the NE $\frac{1}{4}$, beginning at the Northwest corner of the S $\frac{1}{2}$ N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 36; then running thence East 460' to the center of Spring Creek; thence down Spring Creek in a Southwesterly direction following the meanderings of said center line of Spring Creek to a point of intersection with the West boundary of said S $\frac{1}{2}$ N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 36, and running thence North to the point of beginning, above property being all of that portion of said S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ lying West of the said Spring Creek.

302612

Microfilm No. _____
 May 2, 2000
 At 13:50 O'clock P M
 CONNIE M KELLER
 Jefferson County Recorder
 Fee \$ 6.00
 Recorded at Request of Vicky Sauer

5/2/00 13:51

FILED

UNANNOUNCED
 OCT 15 2004

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

TOGETHER WITH any and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantor, for herself, her successors and assigns, does hereby warrant and agree to forever defend the Grantees, their successors and assigns, in the quiet and peaceable possession of said premises forever against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the Grantor hereunto has set her hand and seal the 1st day of April, 2000.

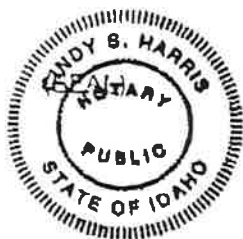
ma

Genevieve Hadley
Genevieve Hadley

STATE OF IDAHO)
); ss.
County of Bonneville)

On this 1st day of April, 2000, before me the undersigned, a Notary Public for Idaho, personally appeared Genevieve Hadley known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Andy B. Harris
Notary Public for Idaho
My Commission Expires: 10/06/2003

-2

PROFILED

INDEXED

SEP 15 2004

Re: Recorded to add Trustee
Ref: 302797

302797

WARRANTY DEED

Genevieve Hadley, Trustee of the Genevieve Hadley Living Trust, dated March 22, 1995, as GRANTOR, of Idaho Falls, Idaho, for good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Roger Sauer and Vicky Sauer, husband and wife, of 340 N. 3400 E., Lewisville, Idaho, 83431, as GRANTEES, and to their successors and assigns forever, all of the following described real estate situated in the State of Idaho, to-wit:

Township 5 North Range 37 East of the Boise Meridian, Jefferson County, Idaho:

Section 25: That portion of the $S\frac{1}{2}SE\frac{1}{4}$ which is North and West of Spring Creek,

But excepting therefrom a parcel of property beginning at the Northeast Corner of the South half of the SE Quarter of said Section 25, said point of beginning being $N0^{\circ}24'36''W$ 1330.51 feet along the Section line from the Southeast corner of said Section 25, and running thence $N89^{\circ}56'12''W$ 192.00 feet along the North line of said South half of the Southeast Quarter; thence $S0^{\circ}24'36''E$ 138.00 feet, to the Northern boundary of an existing roadway; thence $S89^{\circ}56'12''E$ 192.00 feet to the East line of Section 25; thence $N0^{\circ}24'36''W$ 138.00 feet along said East line to the point of beginning;

AND further subject to an access easement which is 20 feet wide and runs East and West 192 feet and is immediately South and adjacent to the above described property which is excepted from the granted property.

Section 36: The $NE\frac{1}{4}NW\frac{1}{4}$; and that portion North and West of Spring Creek in the $N\frac{1}{2}N\frac{1}{2}$ of the $NE\frac{1}{4}$, beginning at the Northwest corner of the $S\frac{1}{2}N\frac{1}{2}$ of the $NE\frac{1}{4}$ of said Section 36; then running thence East 460' to the center of Spring Creek; thence down Spring Creek in a Southwesterly direction following the meanderings of said center line of Spring Creek to a point of intersection with the West boundary of said $S\frac{1}{2}N\frac{1}{2}$ of the $NE\frac{1}{4}$ of said Section 36, and running thence North to the point of beginning, above property being all of that portion of said $S\frac{1}{2}N\frac{1}{2}NE\frac{1}{4}$ lying West of the said Spring Creek.

PROFILED

Instrument # 302797

RIGBY JEFFERSON, IDAHO

2000-05-17

02:00:00 No. of Pages: 2

Recorded for: ROGER SAUER

CONNIE M. KELLER

Fee: 8.00

Ex-Officio Recorder Deputy

Index to: RECORDED

-1

5/15/00 2:00 P.M.

SCANNED

OCT 15 2004

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

TOGETHER WITH any and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantor, for herself, her successors and assigns, does hereby warrant and agree to forever defend the Grantees, their successors and assigns, in the quiet and peaceable possession of said premises forever against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

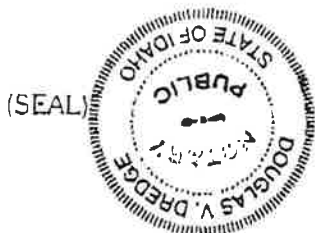
IN WITNESS WHEREOF, the Grantor hereunto has set her hand and seal the 16th day of May, 2000.

Genevieve Hadley
Genevieve Hadley

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 16 day of May, 2000, before me the undersigned, a Notary Public for Idaho, personally appeared Genevieve Hadley known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Douglas V. Dredge
Notary Public for Idaho
My Commission Expires: 9-28-05

PROFILED

ANNED

CT 15 2004

RPOSN37 E259011

208415

Micronim No

Day Feb 1981

at 8:30 O'clock A.M.

before J. B. Bannock

J. B. Bannock Co. Recorder

Notary Public for Idaho

Received at Request of

R. Joyce & Son

EXHIBIT BNOTICE OF SALE

NOTICE IS HEREBY GIVEN that the real property described in Exhibit "A" attached hereto has been sold subject to the terms and conditions of an unrecorded contract of sale dated February 25, 1981.

POSSESSION:

Under the terms of said contract buyer is entitled to possession, use and occupancy of said property from the date of said contract so long as each and every covenant of said contract shall be faithfully performed by Buyer.

TITLE:

Title to the property remains in Seller until the entire purchase price is fully paid. The right of Buyer to sell or convey said property or to assign, transfer encumber or convey said contract, or any interest of Buyer in said property or said contract is restricted under the terms of said contract.

FIRST RIGHT OF REFUSAL:

Buyer has given Seller and Seller's heirs a "first right of refusal" to purchase the property conveyed by the Contract, which must be waived before a new Buyer may purchase such property.

DATED this 25 day of February, 1981.

SELLER:

FLATTED BY
DAVID KINCHORN, ASSOCIATE

BUYER:

Roger Sauver
Vicky Sauver

STATE OF IDAHO)

County of Bonneville)

S3.

On this 25 day of February, 1981, before me personally appeared GENEVIEVE HADLEY, known to me to be the Seller in the foregoing Notice of Sale and ROGER SAUER and VICKY SAUER, husband and wife, known to me to be the Buyers in the foregoing Notice of Sale and also known to me to be the persons whose names are subscribed to said Notice of Sale and acknowledged to me that they executed the same.

Royce Lee
Notary Public for Idaho



PROFILED

SCANNED

OCT 15 2004

EXHIBIT A

Township 5 North Range 37 East of the Boise Meridian, Jefferson County, Idaho

Section 25: That portion of the S½SE¼ which is North and West of Spring Creek, but excepting therefrom a parcel of property beginning at the Northeast Corner of the S½SE¼ of Section 25; thence West 192'; thence South to the Southern boundary of an existing roadway; thence easterly along the Southern edge of said roadway to the Eastern boundary of said section line; thence North to the point of beginning.

Section 36: That portion North and West of Spring Creek in the N½N½ of the NE¼. Beginning at the Northwest corner of the S½N½ of the NE¼ of said Section 36; then running thence East 460' to the center of Spring Creek; thence down Spring Creek in a South-westerly direction following the meanderline of said center line of Spring Creek to a point of intersection with the West boundary of said S½N½ of the NE¼ of said Section 36, and running thence North 340' more or less to the point of beginning, above property being all of that portion of said S½NE¼ lying West of the said Spring Creek.

Together with a permanent easement and right of way along an existing roadway which is adjacent to and South of Seller's personal residence, and adjacent to and North of the parcel of property between Spring Creek and Seller's personal residence, for purposes of access by the Buyer and his heirs and assigns, to the real property purchased herein by Buyer.

Seller reserves an easement and right of way personal only to herself and not for her heirs or assigns, for access to and use of an existing shed, connected to a barn on the described property conveyed herein, located due South and West of Seller's personal residence.

PROFILED

SCANNED

OCT 15 2004

Microfilm No. 210755
 Day Feb 1982
 At 9:12 O'Clock AM
 Jefferson Co. Recorder
 Fee \$ 11.00 Deputy
 Recorded at Request of W. J. Sauer

EXHIBIT DCORRECTED NOTICE OF SALE

(Correcting legal description on Microfilm No. 208415)

NOTICE IS HEREBY GIVEN that the real property described in Exhibit "A" attached hereto has been sold subject to the terms and conditions of an unrecorded contract of sale dated February 25, 1981.

POSSESSION:

Under the terms of said contract, Buyer is entitled to possession, use and occupancy of said property from the date of said contract so long as each and every covenant of said contract shall be faithfully performed by Buyer.

TITLE:

Title to the property remains in Seller until the entire purchase price is fully paid. The right of Buyer to sell or convey said property or to assign, transfer, encumber or convey said contract, or any interest of Buyer in said property or said contract is restricted under the terms of said contract.

FIRST RIGHT OF REFUSAL:

Buyer has given Seller and Seller's heirs a "first right of refusal" to purchase the property conveyed by the Contract, which must be waived before a new Buyer may purchase such property.

Original document dated February 25, 1981.

Corrected document dated this 28th day of January, 1982.

SELLER:

Genevieve Hadley
 Genevieve Hadley

BUYER:

Roger Sauer
 Roger Sauer

Vicky Sauer
 Vicky Sauer

PLATTED BY
 JEFFERSON COUNTY

PROFILE

SCANNED

OCT 15 2004

STATE OF IDAHO

County of Bonneville

ss.

On this 28th day of January, 1982, before me, personally appeared GENEVIEVE HADLEY, known to me to be the Seller in the foregoing Corrected Notice of Sale, whose name is subscribed to said Corrected Notice of Sale and acknowledged to me that she executed the same.

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

William S. [Signature]
Notary Public for Idaho

(Seal)

STATE OF IDAHO

County of Bonneville

ss.

On this 28th day of January, 1982, before me, personally appeared ROGER SAUER and VICKY SAUER, husband and wife, known to me to be the Buyers in the foregoing Corrected Notice of Sale, whose names are subscribed to the said Corrected Notice of Sale and acknowledged to me that they executed the same.

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

William S. [Signature]
Notary Public for Idaho

(Seal)

PROFILED

-2-

SCANNED
OCT 15 2004

EXHIBIT A

Township 5 North Range 37 East of the Boise Meridian, Jefferson County, Idaho:

Section 25: That portion of the S1/2 SE1/4 which is North and West of Spring Creek, but excepting therefrom a parcel of property beginning at the Northeast Corner of the S1/2 SE1/4 of Section 25; thence West 192'; thence South to the Southern boundary of an existing roadway; thence easterly along the Southern edge of said roadway to the Eastern boundary of said section line; thence North to the point of beginning.

Section 36: The NE1/4 NW1/4; and that portion North and West of Spring Creek in the N1/2 N1/2 of the NE1/4, beginning at the Northwest corner of the S1/2 N1/2 of the NE1/4 of said Section 36; then running thence East 460' to the center of Spring Creek; thence down Spring Creek in a Southwesterly direction following the meanderings of said center line of Spring Creek to a point of intersection with the West boundary of said S1/2 N1/2 of the NE1/4 of said Section 36, and running thence North 340' more or less to the point of beginning, above property being all of that portion of said S1/2 N1/2 NE1/4 lying West of the said Spring Creek.

Together with a permanent easement and right of way along an existing roadway which is adjacent to and South of Seller's personal residence, and adjacent to and North of the parcel of property between Spring Creek and Seller's personal residence, for purposes of access by the Buyer and his heirs and assigns, to the real property purchased herein by Buyer.

Seller reserves an easement and right of way personal only to herself and not for her heirs or assigns, for access to and use of an existing shed, connected to a barn on the described property conveyed herein, located due South and West of Seller's personal residence.

PROFILED

SCANNED

OCT 15 2004

EXHIBIT BNOTICE OF SALE

NOTICE IS HEREBY GIVEN that the real property described in Exhibit "A" attached hereto has been sold subject to the terms and conditions of an unrecorded contract of sale dated February 25, 1981.

POSSESSION:

Under the terms of said contract Buyer is entitled to possession, use and occupancy of said property from the date of said contract so long as each and every covenant of said contract shall be faithfully performed by Buyer.

TITLE:

Title to the property remains in Seller until the entire purchase price is fully paid. The right of Buyer to sell or convey said property or to assign, transfer encumber or convey said contract, or any interest of Buyer in said property or said contract is restricted under the terms of said contract.

FIRST RIGHT OF REFUSAL:

Buyer has given Seller and Seller's heirs a "first right of refusal" to purchase the property conveyed by the Contract, which must be waived before a new Buyer may purchase such property.

DATED this 25 day of February, 1981.

SELLER:

251671

Microfilm No. _____
 24 Day _____ 1981
 At _____ 8:10 O'Clock PM

 Jefferson Co. Recorder
 Fee \$ 2.00 50 Dollars
 Recorded at Request of
Final American Title

BUYER:

Roger Sauzer
Vicky Sauzer

STATE OF IDAHO)

County of Bonneville) ss.

On this 25 day of February, 1981, before me personally appeared GENEVIEVE HADLEY, known to me to be the Seller in the foregoing Notice of Sale and ROGER SAUZER and VICKY SAUZER, husband and wife, known to me to be the Buyers in the foregoing Notice of Sale and also known to me to be the persons whose names are subscribed to said Notice of Sale, and acknowledged to me that they executed the same.

David L. [Signature]
 Notary Public for Idaho

(Seal)

RECEIVED BY
 ASSESSOR
 For PLATTING
 Date 3-24-81 Time 3:47 PM

PROFILED

SCANNED

OCT 1 1984

EXHIBIT A

Township 5 North Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Section 25: That portion of the S4SE4 which is North and West of Spring Creek, but excepting therefrom a parcel of property beginning at the Northeast Corner of the S4SE4 of Section 25; thence West 192'; thence South to the Southern boundary of an existing roadway; thence easterly along the Southern edge of said roadway to the Eastern boundary of said section line; thence North to the point of beginning.

Section 36: That portion North and West of Spring Creek in the N4N4 of the NE4. Beginning at the Northwest corner of the S4N4 of the NE4 of said Section 36; then running thence East 460' to the center of Spring Creek; thence down Spring Creek in a South-westerly direction following the meanderings of said center line of Spring Creek to a point of intersection with the West boundary of said S4N4 of the NE4 of said Section 36, and running thence North 340' more or less to the point of beginning, above property being all of that portion of said S4NE4 lying West of the said Spring Creek.

Together with a permanent easement and right of way along an existing roadway which is adjacent to and South of Seller's personal residence, and adjacent to and North of the parcel of property between Spring Creek and Seller's personal residence, for purposes of access by the Buyer and his heirs and assigns, to the real property purchased herein by Buyer.

Seller reserves an easement and right of way personal only to herself and not for her heirs or assigns, for access to and use of an existing shed, connected to a barn on the described property conveyed herein, located due South and West of Seller's personal residence.

PROFILED

SCANNED

OCT 15 2004

Filed: September 22, 1945
at 2:15 P. M.
Ronald Y. Hogge, Recorder

C. J. Taylor,
District Judge

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

Myrle Hadley,

Plaintiff,

Joseph E. Hadley,

Defendant.

FINDINGS OF FACT

CONCLUSIONS OF LAW,

and

DEGREE OF DIVORCE.

PROFILED

SCANNED

OCT 15 2004

This cause came on for hearing at the resident chambers of Idaho Falls, Idaho, on the 14th day of September, 1945, Otto E. McCutcheon of Idaho Falls representing the plaintiff as her attorney, and the plaintiff being also present; the defendant did not appear either in person or by counsel, and, it appearing that a clerk's default against the defendant had been duly made and entered herein for not appearing or pleading after due service of process, the Court proceeded to hear the evidence offered by the plaintiff in support of her complaint by the testimony of the plaintiff, corroborated by a witness, to wit, Mrs. George Hart, a sister of the plaintiff; where-upon, the cause was submitted to the Court for decision, and there-upon it was ordered by the Court that appropriate findings of fact and conclusions of law be made and entered herein, and also that a decree and judgment of divorce be made and entered in said cause in favor of the plaintiff and against the defendant.

Thereupon, the Court made the following Findings of Fact:

Findings of Fact

That all of the allegations set forth by the plaintiff in her complaint herein are supported by unimpeachable evidence, and that the relief prayed for by the plaintiff should be granted. From the foregoing Findings of Fact the Court makes and declares the following Conclusions of Law:

Conclusions of Law.

That the decree of divorce should be granted and a division of the community property made between the parties and the custody of the minor children should be awarded to the plaintiff, and generally that the plaintiff should have all of the relief prayed for in her said complaint.

From the foregoing Findings of Fact and Conclusions of Law, the Court makes and enters herein a decree of divorce and judgment as follows, to wit:

It is ordered, adjudged and decreed:

1. That the bonds of matrimony heretofore existing between the Plaintiff, Myrle Hadley, and the defendant, Joseph E. Hadley, be and the same are hereby wholly dissolved and held for naught, and the parties are hereby freed from the obligations thereof.
2. There is hereby awarded to the plaintiff, Myrle Hadley, as her sole and separate estate the following described property:

Parcel 1. North half of the Southeast Quarter of Section 25, Township 5 North, Range 37 E. B. M.

Parcel 2. South half of the Northeast Quarter of Section 36, said Township and Range.

Parcel 3. An undivided one-half interest as a tenant in common with the defendant in and to the following described grazing land, to wit: Lot 6 of Section 13; Lots Numbered 1, 2, 3, and 4 of Section 14; Lots Numbered 1 and 2 of Section 15, and Lot 1 of Section 22, all in Township 5 North, Range 37 E. B. M.

Parcel 4. 1 Cadillac automobile, 1941 model designated as a "Town Coupe", and the defendant is required to endorse and transfer to the plaintiff the state of Idaho title or registration certificate describing the said automobile.

Parcel 5. An undivided one-half interest in and to all of the live stock including horses, cattle, and sheep, and a like interest in poultry and other animals and fowls now and heretofore owned by the parties as community property.

Parcel 7. An undivided one-half interest in and to all of the U. S. government bonds or war bonds standing in the name of either or both of the parties, plaintiff or defendant without specifying the numbers thereof.

Parcel 6. An undivided one-half interest as a tenant in common with the defend-

PROFILED

SCANNED

OCT 15 2004

ant in and to all of the 1945 crops produced on community property lands of the parties consisting generally of hay, grain, and potatoes, but not excluding other crops not specifically named.

Parcel 8. All of the household furniture, equipment, supplies and appurtenances in the dwelling house heretofore occupied by the parties and situated on the said North half of the Southeast Quarter of said Section 25, together with the appurtenances and improvements on all of the said lands, awarded to the plaintiff as her separate property and estate, including shares of stock representing water rights and any other water rights and ditch rights used in connection with the irrigation of the lands awarded to the plaintiff.

Parcel 9. An undivided one-half interest as a tenant in common with the defendant in and to all of the farm machinery, tools, and equipment heretofore owned by the parties as community property, except the Ford tractor and the Chevrolet truck hereinafter mentioned.

3. Further ordered that in respect to the division of personal property which is required to be divided under the terms hereof, the Court retains jurisdiction of the case for the purpose of appointing appraisers or commissioners to make a substantially equal division of the personal property so herein decreed to be divided between the parties, the rights of the said appraisers or commissioners to be exercised as directed by the Court on a proper showing of either party.

4. Further ordered that deliveries of the property awarded to the plaintiff shall be immediately made to her by the defendant if said property shall be in his custody as the male member of the marital community heretofore existing between the parties and which is by this decree distributed in accordance with the terms hereof.

5. Deliveries of such property as is hereby awarded to the plaintiff are to be made to her by the defendant at a point or points to be designated by the plaintiff from time to time as delivery points are required to be named to carry out the true intent and purpose of this decree.

6. As to the property of the community to be awarded to the defendant, Joseph E. Hadley, the following described property is hereby awarded and decreed to the Said Joseph E. Hadley as his separate property and estate, to wit:

Parcel 1. The South half of the Southeast Quarter of Section 25, and the North half of the Northeast Quarter of Section 36, and the Northeast Quarter of the Northwest Quarter, said Section 36 which is in process of being purchased from the State of Idaho and is subject to the contract of sale outstanding requiring certain payments of principal and interest to be made to said State of Idaho by the purchaser, and said defendant will protect and save harmless the plaintiff of and from any demand which might be made against her by the State of Idaho on account of any obligation of the plaintiff under the terms of the said contract of sale.

Parcel 2. Lots 2 and 3 of Section 12, Township 5 North, Range 37 E. B. M.

Parcel 3. An undivided one-half interest as a tenant in common with the plaintiff in and to Lot 7 of Section 13; a like undivided one-half interest as a tenant in common with the plaintiff in and to Lots 1, 2, 3, and 4, Section 14, said Township and Range; a like undivided one-half interest as a tenant in common with the plaintiff in and to Lots 1 and 2, Section 15, and Lot 1 of Section 22, said Township and Range.

Parcel 4. The Ford tractor and the Chevrolet truck are awarded to the defendant as his sole and separate property and estate, subject to any unpaid installments or liens thereof, if any there be, which the defendant must pay.

Parcel 5. An undivided one-half interest in the United States government bonds or war bonds held by the parties, whether the same stand in the name of the plaintiff or the defendant, or in both their names.

Parcel 6. An undivided one-half interest in all live stock and poultry on the property or heretofore in the ownership of the parties as community property, and an undivided one-half interest with the plaintiff in and to all crops produced during 1945 on any of said lands or elsewhere by

the joint efforts of the parties, consisting generally of hay, grain and potatoes, but not excluding other crops.

Parcel 7. The water stock representing water rights and other water rights, ditch rights and easements required by or furnishing water to the lands awarded to the defendant as his separate property and estate, but in case said water rights, ditches and easements are used jointly by the parties, then the interest of each of the parties shall be proportionate to the land areas of the lands lying south of Snake River as awarded to the respective parties.

Parcel 8. The defendant is hereby ordered to transfer to the plaintiff sufficient shares of water if water rights are represented by shares of stock for the water rights and easements necessary for the irrigation of the lands in Sections 25 and 36, said Township and Range, herein awarded to the plaintiff.

7. There is also hereby awarded to the plaintiff as her sole and separate property her wearing apparel, jewelry, pictures, ornaments, and utilities in her possession and in the dwelling house aforesaid.

8. The custody of the two minor children of the parties, to wit, Max Hadley, Jr., and Darlene Hadley, is hereby awarded to the plaintiff, and she is required to maintain, support, and educate both of the said children, but the court reserves jurisdiction of the case to make further orders herein in respect to the welfare of the said two children.

Further ordered by the Court, that the division of property herein includes supplies on hand used in connection with dairy business and equipment therefor and current stocks of feed for cattle, and whatever food supplies for the family are now contained in the dwelling house of adjacent cellars or storage places, whether on the property or elsewhere.

Further ordered, adjudged and decreed, that as to the item of \$600.00 which the defendant heretofore paid to the attorney for the plaintiff under the order of the court heretofore made and entered herein, the same may be kept and retained for the payment of costs and to apply on attorney's fees, and the court awards the plaintiff an attorney's fee of \$700.00, to wit, the sum of \$100.00 additional to any sum heretofore paid by the defendant, which said sum of \$100.00 shall be immediately paid by the defendant to the attorney for the plaintiff herein, and until so paid the same shall constitute a lien upon the lands and property awarded to the defendant as his separate property and estate.

Dated September 28th, 1945

C. J. Taylor

District Judge.

SCANNED

OCT 15 2004

FILED

Filed: Sept 29, 1945
at 9:10 A. M.
Ronald Y. Hogge, Recorder

October 21, 2005

ROGER SAUER
1400 E PAR TEE LN
IDAHO FALLS ID 83401

RE: Notice of Change of Address for 25-14051 and Notice of Completed Administrative Proceeding (NCAP)

Dear Mr. Sauer:

On October 5, 2005, the Idaho Department of Water Resources (IDWR) received a change of address for the above referenced water right(s). Based on this change, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Katy Jackson
Office Specialist 1

Enclosure

PROFILED

SCANNED
OCT 20 2005

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

In Re SRBA)

Water Rights: 25-14051

Case No. 39576)

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following Administrative proceeding:

☒ Address change

☐ Substitution of Party

☐ I.C. § 42-222 transfer

☐ point of diversion ☐ place of use

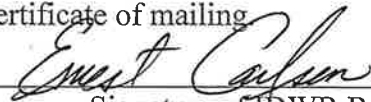
☐ period of use ☐ nature of use

☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing

DATED: Oct 11, 2005



Signature of IDWR Representative

PROFILED

**SCANNED
OCT 20 2005**

CERTIFICATE OF MAILING

I certify that on October 21, 2005, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
Roger Sauer
1400 E Par Tee Ln
Idaho Falls ID 83401

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

4. One copy to:

Each party in the subcase, or attorney of record

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

PROFILED

**SCANNED
OCT 20 2005**

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 25-14051
Date Received: 3/23/2004
Receipt No: E029639
Received By: MWH

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

1. Name of Claimant(s)

VICKY SAUER Phone: (208)754-8803
340 N 3400 E
LEWISVILLE ID USA 83431

ROGER A SAUER Phone: (208)754-8803
340 N 3400 E
LEWISVILLE ID USA 83431

2. Date of Priority: 05/01/1957

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

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	37E	25	SE SE	JEFFERSON	

5. Description of diverting works:

15 HP PUMP TO DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	0.84	

7. Total Quantity Appropriated is:

0.84 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
----------	-------	---------	----------------	-----	-------

05N

37E 36

NE NW

IRRIGATION 28

Section Acres 28

Total Acres 28

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:

14. Remarks:

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): Robert A. Dumas Date: 3-23-07

Date:

State of Idaho)

County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 23rd

of March 2007

Aaron B. Ruberry
Notary Public

Residing at Bonneville, ID

My commission Expires 9/23/09



SCANNED

OCT 15 2004

PROFILED²