

02/05/2004

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

RIGHT NUMBER: 27-7342

NAME AND ADDRESS: DANNY LAMCZYK
250 BERGESON DRIVE
BLACKFOOT ID 83221

JANE LAMCZYK
250 BERGESON DRIVE
BLACKFOOT ID 83221

GORDON BROWN
780 CAMEO DE LA REINA, APT 352
SAN DIEGO CA 92108

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.060 CFS
3.700 AFY

PRIORITY DATE: 02/16/1983

POINT OF DIVERSION:

T02S R35E S27 SWNESE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.060 CFS 1.20 AFY
IRRIGATION	03/15 11/15	0.020 CFS 2.50 AFY

Domestic use is for 2 home.

PLACE OF USE: DOMESTIC Within BINGHAM County

T02S R35E S27 NESE

IRRIGATION Within BINGHAM County

T02S R35E S27 NESE 0.5

0.5 ACRES TOTAL

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

This right is subject to all prior water rights and may be forfeited by five years of non-use.

Modifications to or variance from this license shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 01.

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: **License**

This right services both 216 and 250 Bergeson Drive properties.
Property is also known as Lots 6 & 7, BLK 4, Teeple-Bergeson
Rolling Green Acres.

Water Right 27-7342

02/05/2004

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: 27-7342

DANNY LAMCZYK
250 BERGESON DRIVE
BLACKFOOT ID 83221

JANE LAMCZYK
250 BERGESON DRIVE
BLACKFOOT ID 83221

GORDON BROWN
780 CAMEO DE LA REINA, APT 352
SAN DIEGO CA 92108

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

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

DATE: 5-22-05 SIGNATURE: *Danny Lamczyk*
Please print your name: Danny Lamczyk

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

PROFILE

SCANNED
JUN 01 2005

RECEIVED

MAY 31 2005

Department of Water Resources
Eastern Region

KMJ
5/31



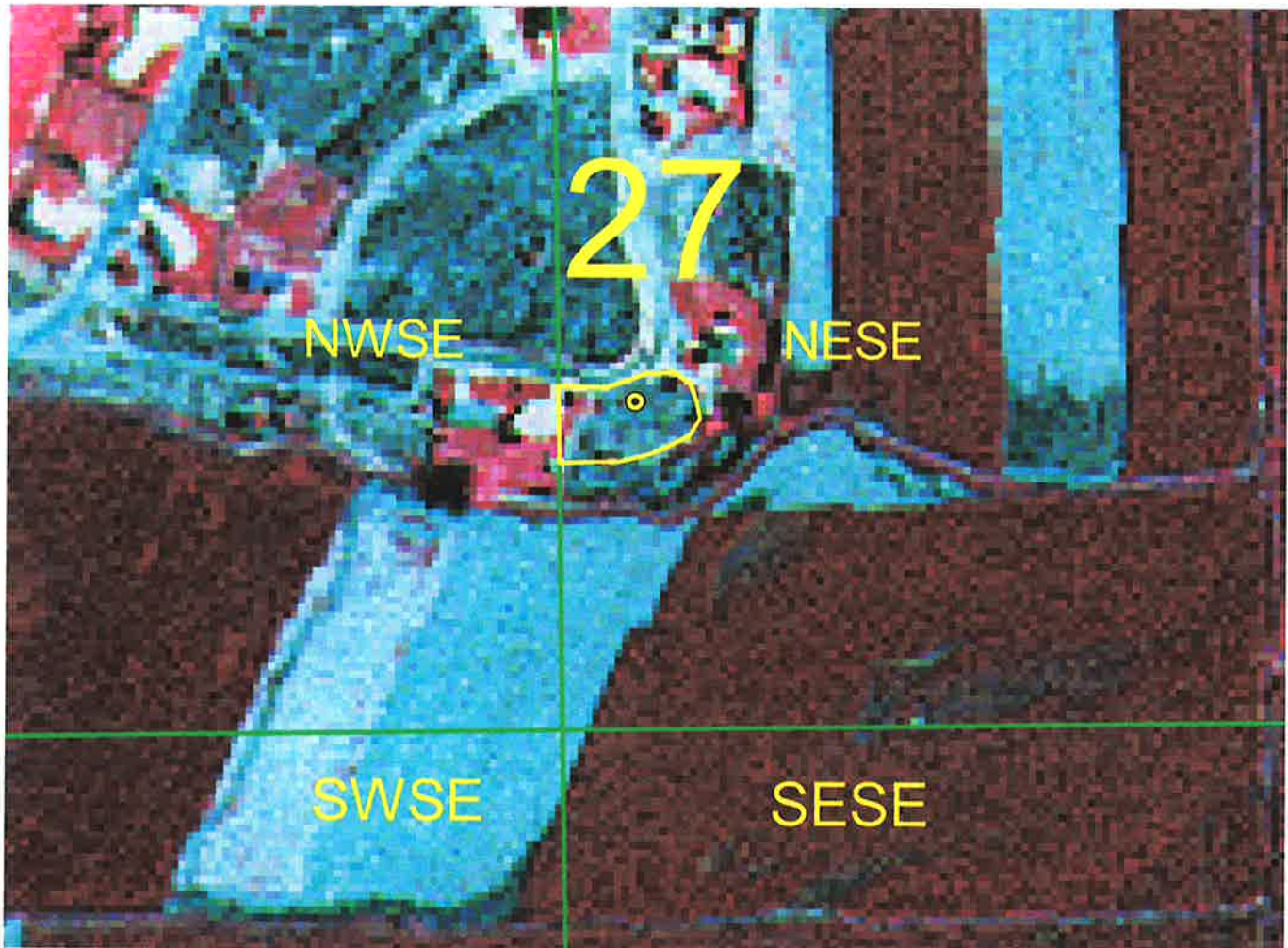
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-7342



60 0 60120 Feet



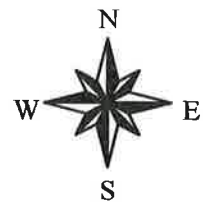
IRRIGATED ACRES 0.5

LEGEND

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

Place of Use: T2S, R35E:
(part of) Sec. 27, NESE.

Point(s) of Diversion: T2S, R35E:
Sec. 27, NESE.



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: November 2003

Notes

1-5-04 Gordon Brown called because his letter said 12-19-03 and he thought it was 1-19-04. I gave him until 1-20-04 to respond & explain he can send the signed ownership change without a warranty deed. Bingham Co can fax the info to the office. [1-619-532-0791 WK]

1-16-04 Received ownership change & warranty deeds from Gordon Brown. RB

1-20-04 Please add Gordon Brown as an Owner. See ownership change form for address.

Amend the JOI Exp remark for
LOTS 6 & 7, BLK 4

The layout needs to be zoomed out to include both lots of subdivision.

The current layout is too close; it doesn't mean much that close because you can't identify anything. CB

2-10-04 Drawing changed. B&P

Notes

11/12/03 Received an ownership form from Danny Lamczyk & Jane Lamczyk for the property at 250 Bergeson. The well is located on Danny's property. The well also services the home on 216 Bergeson but can't locate the owner. Recommending right in Danny's name with a note is also services 216 Bergeson.

Recommend to Danny & Jane Lamczyk.

11/17/03. Gordon Brown called from California with a new address for the home at 216 Bergeson Dr., Blackfoot, mailed an ownership change form. Make a note on the claim that this claim is for 216 Bergeson & 250 Bergeson.

11-24-03 Don Lamczyk called re status. I told him about the 11-17-03 letter to Brown & then ask him to check back by 12-20. BP
12-22-03. Don L. called. I asked him to call Andy back on 12-23. BP

12-23-03- returned Danny's call. Recommending claim to him & his wife, with a note that says this well services both 216 & 250 Bergeson. we haven't received the ownership & change form from Brown. Please correct claimant's names CB.

INTER-DEPARTMENT MEMO

TO: 27-7342

SUBJECT: ownership chg.

FROM: Cindy

DATE: 11-13-03

Gordon Brown owns the property at
216 Bergeson Dr & Danny Lamezyk on 250
Bergeson Dr.

Gordon's current address:

Gordon Brown

780 Camino de la Reina

Apt 352

San Diego, Ca 98108

1-619-320-9893

☒ For your information

☐ Response required

CB
signature

Notes

11-7-03 Called Town & Country realstate office to find out the current owner, address, phone number, is on the property located at 216 Bergeson Dr. Kevin has the listing but is not in the office.

11-7-03 Mailed an ownership change to Danny Lamczyk for the home at 250 Bergeson Dr.

This will services 2 homes, 216 Bergeson, 250 Bergeson.

Town & Country has the listing on 216 Bergeson Dr.
Kevin 785-2474; 681-6773 hm.

11-10-03 8:03am 681-6773 left a message for Kevin to return the call.

11-12-03 11:45am Kevin is out sick,

Notes

10/23/03. We have been working on trying to find the owner, address, no. of homes and parcel number since August. The mail has been returned for the owner/address with Bingham Co. Assessors. The post office said the home is vacant.

Since we could verify the B.U. of water and a current owner with a good address, I'm recommending the claim to be "disallowed".

10-29-03 Danny Lamczyk called, would like to meet with Cindy, he owns this well & property. 785-0070, cell-681-5070. He will call back next week to set up an appointment.

11/6/03 Danny Lamczyk called about this right. This right services 2 homes, one at 216 Burgessson & one at 250 Burgessson. Danny Lamczyk owns the home at 250 Burgessson, which is where the well is located. Danny thought.

Notes

8/5/03 Please call Bingham Co. to find out the current owner. No. of irrigated acres, No. of homes, + Parcel No.

Verify SOU. & No. of acres irrigated?
Qty?
forfeited part of license?

10-10-03 Bingham Assessor:

Gordon L. Brown

216 Bergeson

Blackfoot, ID 83221

residential lots + acreages

2S 35E Sec 7

10-20-03 Sent ownership change to
Gordon Brown

10-23-03 Letter of ownership came back today.
Checked with Bingham Co to verify name + address.
Then checked with Post Office. I was told
the last individual that lived at 216 Bergeson
was Olsen. The place is vacant now.

They thought the place was used as a rental.

10-23-03 Called Bingham Co. back again. I
was told they had a Danny Lamczyk
at 250 Bergeson. They show Gordon Brown
at 216 Bergeson. They've had no address
change on him.

Summary Data Entry Form

Remarks and Conditions (Include Type, Category and Code if applicable):

C18
X01 Purpose of use, Cond 2 homes
Boq Gen R 01
902 Gen C.
901 Gen C.
J01 Exp R L 7, BIK 4 of Teeple-Bergson
Rolling green acres.

Exp. Remark - This right services both
216 & 250 Bergson Rd properties.

Split or Combined Right Analysis:

No

Attached Field Notes or Other Documents:

Jan. 12, 2004

State of Idaho Dept.
Of Water Resources
Att: Cindy
15 West Center Street
Soda Springs, Id. 83276

Regarding: Adjudication of the Water Right for Gordon Lynn Brown.

Dear Cindy,

Thank you so much for the extension on this. I believe that I have all you have requested plus a little bit more.

Enclosed please find copies of warrantee deeds. They are five deep to get me to the Hemsleys. I have also included a copy of the plat map with lot 6, block 4, highlighted and a red mark showing the wellhead location.

In addition, please find the form that you provided for my signature and I have included a copy of the Well and Easement Agreement that was originally drafted.

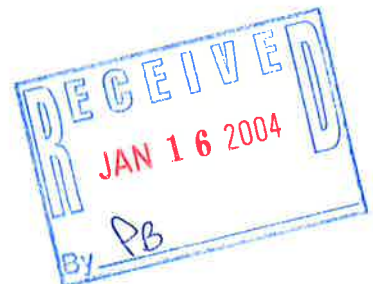
I am hoping that this is complete. If not, please get back to me.

Regards,



Gordon Brown
780 Camino de la Reina
Apt. 352
San Diego, Ca. 92108
(619) 302-9893

Enc.: 5 ea. Warrantee Deeds
1 ea. Plat Map
1 ea. (3 pages) Well and Easement Agreement
1 ea. Signed Form 42-248/42-1409(6)



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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
	27-7342				

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 *Not Applicable* *D.B. 1/10/04*
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)

Parley Hemming
216 Bergeson Dr Blackfoot.

4. New Owner/Claimant(s)

Mordon Brown

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

New Mailing Address

780 Camer De La Reina, Apt 352

City, State and ZIP Code

San Diego, Ca 92108

New Telephone Number

(619) 320-9893.

5. Date you acquired the property

April 7, 2000



12180

Warranty Deed

489169

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 3.00 DEP 0

2000 APR 10 PM 4:35

RECORDED AT THE REQUEST OF

For Value Received CHERYL W. REID, an unmarried person

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

GORDON L. BROWN, an unmarried person

whose address is: 216 BERGESON DRIVE, BLACKFOOT, ID, 83221

FIRST AMERICAN TITLE COMPANY

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

Lot 6, Block 4 of Teeple-Bergeson Rolling Green Acres, Bingham County, Idaho, according to the recorded plat thereof.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: APRIL 7, 2000

Cheryl W. Reid
CHERYL W. REID

STATE OF IDAHO)
: ss.
COUNTY OF BINGHAM)

On this 7th day of APRIL, 2000, before me the undersigned, a Notary Public in and for the said county and state, personally appeared CHERYL W. REID, known or proved to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.



Michelle Koford
Notary Public for Idaho
Residing at: BLACKFOOT IDAHO
Commission Expires: 4-11-2000



489169

485109

QUIT CLAIM DEED

981202aa.doc

THIS INDENTURE made this 16th day of October in the year of our Lord one thousand nine hundred and ninety-nine between TERRY REID of 1004 Creek Street, Copperas Cove, Texas, the party of the first part, and CHERYL REID of 216 Bergeson, Blackfoot, County of Bingham, State of Idaho, the party of the second part.

WITNESSETH that the said party of the first part, for value received does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to her heirs and assigns all the certain lot, piece, or parcel of land, situate, lying and being in Blackfoot, County of Bingham, State of Idaho, bounded and particularly described as follows, to-wit:

Lot 6 of Block 4 of the Teeple's Addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof.

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

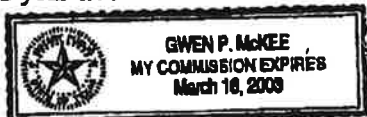
TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever.

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

STATE OF Texas)
County of Bell) ss.

On this 16th day of October, 1999, before me, the undersigned, a notary public in and for said state, personally appeared TERRY REID, 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.



My comn exprs: March 16, 2003

Gwen P. McKee
Notary Public for State of Texas
Residing at Killee TX

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 3.00 DEP 01
1999 NOV 22 AM 10:30
RECORDED AT THE REQUEST OF
Cheryl Reid
PO BOX 1047
Blackfoot ID
83221

485109

488876

485109

CORRECTED
QUIT CLAIM DEEDRECORDED AT THE REQUEST OF
BLACKFOOT, IDAHO
FEE 3.00
981202aa.doc
2000 MAR 30 PM 4:36Blaser
Sorenson
Hansen
PO Box 1047
Blackfoot ID
83221

THIS INDENTURE made this 16th day of October in the year of our Lord one thousand nine hundred and ninety-nine between TERRY REID of 1004 Creek Street, Copperas Cove, Texas, the party of the first part, and CHERYL REID of 216 Bergeson, Blackfoot, County of Bingham, State of Idaho, the party of the second part.

WITNESSETH that the said party of the first part, for value received does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to her heirs and assigns all the certain lot, piece, or parcel of land, situate, lying and being in Blackfoot, County of Bingham, State of Idaho, bounded and particularly described as follows, to-wit:

-Bergeson Rolling Green Acres
Lot 6 of Block 4 of the Teepees Addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof.

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

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

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

STATE OF Texas)
County of Bell) ss.

On this 16th day of October, 1999, before me, the undersigned, a notary public in and for said state, personally appeared TERRY REID, 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.



My comn exprs: March 16, 2003

Gwen P. McKee
Notary Public for State of Texas
Residing at Killee TX

488876

485109

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 3.00 DEP 0

1999 NOV 22 AM 10:36

RECORDED AT THE REQUEST OF

Blaser Sorenson

Hansen

PO Box 1047

Blackfoot ID

83221

3-18160-T

Warranty Deed**For Value Received****437446****L. VAN WHITEHEAD AND CELESTIA O. WHITEHEAD, HUSBAND AND WIFE,**

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

TERRY N. REID AND CHERYL W. REID, HUSBAND AND WIFE,

whose current address is

216 BERGSSON DRIVE, BLACKFOOT, ID 83221

the grantee, the following described premises, in

BINGHAM

County Idaho, to wit:

LOT 6, BLOCK 4 OF TEEPLER-BERGSSON ROLLING GREEN ACRES, BINGHAM COUNTY, IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF...

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances except matters of public record

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

Dated: August 31, 1995

L. VAN WHITEHEAD**CELESTIA O. WHITEHEAD**

STATE OF IDAHO, COUNTY OF BINGHAM
On this 31st day of AUGUST, 1995
before me, a notary public in and for said State, personally appeared

**L. VAN WHITEHEAD
CELESTIA O. WHITEHEAD**

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

[Signature]
Notary Public
Bingham, Idaho

Residing at **BINGHAM**
Comm. Expires **03/03/99**

437446

American Land Title Co.

RECORDED AT THE REQUEST OF

95 AUG 31 PM 2 20**303 SEP 2**SECURITY RECORDS
REC'D. BINGHAM

3-18160

THIS
19 95

**FIRST SEC
FIRST SEC**
under the law
P. O. BOX
Borrower owes
note dated the
full debt, if a
Security Instrn
and all renew
advanced and
Borrower's or
Borrower has
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**LOT 6, BLDG
ACCORDING**

which has the
Idaho

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appurtenances
be covered by
"Property."

BORROWER
to grant and
Borrower war
to any encum

IDAH0-01010

#3-14972

WARRANTY DEED

For Value Received PARLEY HEMMING, JR. and VERNETTA C. HEMMING, husband and wife

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

CELESTIA O. WHITEHEAD, a married woman, dealing with her
sole and separate property

whose current address is

216 Bergeson
Blackfoot, ID 83221

the grantee, the following described premises, in Bingham County Idaho, to wit:

Lot 6, Block 4 of Teeples-Bergeson Rolling Green Acres, Bingham County,
Idaho, according to the recorded plat thereof...Subject to taxes and assessments for the year 1991 and thereafter, to
roads, easements, and rights of way, to building and zoning ordinances
and use regulations and restrictions and to liens encumbrances
suffered, assumed or occasioned by the grantees...

400574

3rd 1/4

1991 AUG 12 PM 4:40

IN THE PRESENCE OF

AMERICAN LAND TITLE CO., INC.

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

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

Dated: August 12, 1991

Parley Hemming, Jr.

Verne C. Hemming
VERNETTA C. HEMMINGSTATE OF IDAHO, COUNTY OF BINGHAM
On this 12th day of August, 1991,
before me, a notary public in and for said State, personally
appearedPARLEY HEMMING, JR. and
VERNETTA C. HEMMINGknown to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.Notary Public
Building at Blackfoot
Comm. Expires 4/4/97THIS DEED
BETWEENproper
whose address
The American
VERNEWITNESSETH
POWER OF S
follows, andLot 6
IdahoTOGETHER W
Qualifying
for the Prop
THIRTYFinal payment
and to secure
the loan, wh
or separately
or separately
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or within 603. To provide
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with interest
the payment
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for Grantee
under the5. To provide
of expense6. To provide
without net
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reasonable5. At
trust, to
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payable toand within
month, in
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otherwise6. It
shall have
note as to
same note

Recorded by the AMERICAN LAND TITLE CO., Blackfoot, Idaho

21038
FIRST AMERICAN
#12

WELL AND EASEMENT AGREEMENT

THIS AGREEMENT, Made this 4 ^{August} day of ~~July~~, 1992, by and between RICHARD J. ALEXANDER AND GAYLE Z. ALEXANDER, husband and wife, hereinafter referred to as "ALEXANDERS" and L. VAN WHITEHEAD AND CELESTIA G. WHITEHEAD, husband and wife, hereinafter referred to as "WHITEHEADS".

WITNESSETH:

WHEREAS, ALEXANDERS are the owners the following described real property:

Lot 7, Block 4 of Teeple-Bergeson Rolling Green Acres, Bingham County, Idaho, according to the recorded Plat thereof.

WHEREAS, the WHITEHEADS are the owners of the following described real property:

Lot 6, Block 4 of Teeple-Bergeson Rolling Green Acres, Bingham County, Idaho, according to the recorded Plat thereof.

WHEREAS, there currently exists a domestic well, pump and motor, and pressure tank with distribution lines to the two domestic homes in, upon, and across the property owned by ALEXANDERS to the property owned by WHITEHEADS; and

WHEREAS, as said well and easement have been in existence for years, and the parties herein desire to set forth their agreement in writing.

NOW, THEREFORE, in and for valuable consideration, including the covenants and agreements hereinafter contained between the parties, the receipt whereof is hereby acknowledged, the parties herein agree as follows:

1. ALEXANDERS, for themselves, their heirs and assigns, grants and conveys to WHITEHEADS, their heirs and assigns, an existing easement for the use, operation, maintenance and repair of a domestic well, pump and motor, in, to, upon and across the real property owned by ALEXANDERS for the benefit of the land owned by WHITEHEADS, together with an easement for ingress and egress and underground pipeline over and across the real property owned by ALEXANDERS for the purpose of using, maintaining and repairing said well, pump and motor and pipeline;

continued

409201

ENCLOSURE
BLACK & WHITE

FEEL 700 100-11

92 AUG 10 AM 11:24

RECORDED TO THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

FIRST AMERICAN

Page 2
Well and Easement Agreement

2. Said easement is limited to a single family residence.

3. It is agreed and understood between the parties herein, that all costs and expenses to operate, maintain and repair any part of the well, pump and motor, which is used by both parties shall be split equally by both parties. It is further agreed and understood, that WHITEHEADS will pay all costs and expenses to maintain and repair the underground pipeline from said pump, to said Whiteheads residence.

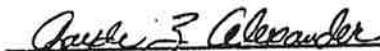
4. In the event either party negligently causes damage to the well, pump or motor, paragraph 3 of this agreement shall not apply and the party damaging said well, pump or motor, shall immediately repair or replace the same at their own expense.

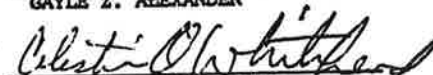
This Agreement is binding upon the parties heirs, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto signed this instrument the day and year first above written.


RICHARD J. ALEXANDER


L. VAN WHITEHEAD


GAYLE Z. ALEXANDER


CELESTIA G. WHITEHEAD



Page 3
Well and Easement Agreement

STATE OF IDAHO)
 : ss.
COUNTY OF BINGHAM)

On this 4 day of ^{August} ~~July~~, in the year 1992, before me a Notary Public of said State, personally appeared RICHARD J. ALEXANDER and GAYLE Z. ALEXANDER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Anita McMurtry
Notary Public for Idaho
Residing at Blackfoot
Commission Expires: 5/20/94

STATE OF IDAHO)
 : ss.
COUNTY OF BINGHAM)

On this 4th day of ^{August} ~~June~~, in the year 1992, before me a Notary Public of said State, personally appeared L. VAN WHITEHEAD and CELESTIA WHITEHEAD, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Anita McMurtry
Notary Public for Idaho
Residing at Blackfoot
Commission Expires: 5/20/94

409201



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Gordon Brown
780 Cameo De La Reiva, Apt 352
San Diego, CA 92108

November 17, 2003

REF: Snake River Basin Adjudication (SRBA)
Water Right Claim No. A27-7342

Subject: Change in Ownership

Response Date: December 19, 2003

Dear Claimant(s),

Bingham County records indicate that you are the current owner of the property and water right referenced above. Before we can modify our records to reflect your ownership of the property and water right, we need form 42-248/42-1409(6) Notice of Change in Water Right Ownership, completed and returned to us.

We will also need a copy of the warranty deed, plat, survey map or aerial photo with the appropriate area marked.

Please fill out the highlighted areas on the notice of change form and submit with the necessary documents by the response date stated above.

If you have any questions not covered by this letter, please feel free to contact me at (208) 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/PB

Enclosure: Form 42-248/42-1409(6) "Notice of Change in Water Right Ownership"

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

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

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
	27-7342				

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)

Ray Alexander
 216 Bergeson Dr. Blackfoot.

4. New Owner/Claimant(s)

Denny Lamezyk & Jane Lamezyk
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

250 Bergeson

City, State and ZIP Code

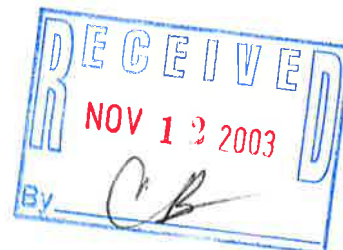
Blackfoot Id. 83221

New Telephone Number

(208) 785-0070

5. Date you acquired the property

June 30, 1999



6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

7. **Signature of New Owner(s) or Claimant(s)**
(include title if applicable)

[Signature]
Jane E. Lamey

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

480525

Warranty Deed

FEE 3.00 DEP C

1999 JUN 30 PM 4:31

For Value Received

RECORDED AT THE REQUEST OF

DENNIS L. HANSEN AND GLORIA J. HANSEN, HUSBAND AND WIFE.

Alliance Title & Escrow Corp.

the grantor, do hereby grant, bargain, sell and convey unto
DANNY LAMCZYK AND JANE LAMCZYK, HUSBAND AND WIFE.

whose current address is

250 BERGESON, BLACKFOOT, ID 83221

the grantee, the following described premises, in BINGHAM County Idaho, to wit:

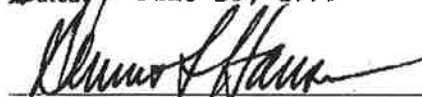
LOT 7, BLOCK 4 OF TEEPLES-BERGESON ROLLING GREEN ACRES, BINGHAM COUNTY, IDAHO,
ACCORDING TO THE PLAT RECORDED AS INSTRUMENT NO. 80108, RECORDS OF SAID COUNTY.

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

except matters of public record

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

Dated: June 28, 1999



DENNIS L. HANSEN



GLORIA J. HANSEN



DEED OF TRUST

COPY
THIS DEED OF TRUST made this 30th day of JUNE, 1999
BETWEEN DANNY LAMCZYK AND JANE LAMCZYK, HUSBAND AND WIFE.

whose address is 250 BERGESON, BLACKFOOT, ID. herein called GRANTOR,

The Alliance Title & Escrow Corp., herein called TRUSTEE, and
DENNIS L. HANSEN AND GLORIA J. HANSEN, HUSBAND AND WIFE.
205 NORTH 90 WEST, BLACKFOOT, ID

whose address is , herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in the County of BINGHAM, State of Idaho, described as
follows, and containing not more than forty acres:

LOT 7, BLOCK 4 OF TEEPLES-BERGESON ROLLING GREEN ACRES, BINGHAM COUNTY, IDAHO,
ACCORDING TO THE PLAT RECORDED AS INSTRUMENT NO. 80108, RECORDS OF SAID COUNTY.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
NINETY FIVE THOUSAND AND NO/100 Dollars, (\$95,000.00),

final payment due July 1, 2029
and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances
or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances
or expenditures shall be optional with the Beneficiary. and provided, further, that it is the express intention of the parties to this Deed of Trust that it
shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-
gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-
mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure
or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and
to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which
Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,
with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to
the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each
month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust
for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default
under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of ex-
penditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and
without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such
extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;
appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,
contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any
such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned
and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above pro-
vided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due
of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this

DEED OF TRUST

COPY

THIS DEED OF TRUST made this 30th day of JUNE 1999, BETWEEN DANIEL LAMCZYK AND JANE LAMCZYK, HUSBAND AND WIFE,

whose address is 250 BERGESON, BLACKFOOT, ID, herein called GRANTOR,

The Alliance Title & Escrow Corp., herein called TRUSTEE, and DENNIS L. HANSEN AND GLORIA J. HANSEN, HUSBAND AND WIFE, 205 NORTH 90 WEST, BLACKFOOT, ID, herein called BENEFICIARY,

whose address is

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of BINGHAM, State of Idaho, described as follows, and containing not more than forty acres:

LOT 7, BLOCK 4 OF TEEPLES-BERGESON ROLLING GREEN ACRES, BINGHAM COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AS INSTRUMENT NO. 80108, RECORDS OF SAID COUNTY.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of THIRTY FIVE THOUSAND AND NO/100 Dollars, (\$35,000.00),

final payment due July 1, 2029 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may, reconvey all or any part of said property, constant to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The records in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

3-22861-L

BINGHAM COUNTY RECORD
BLACKFOOT, IDAHO

480525

Warranty Deed

1999 JUN 30 PM 4:31

For Value Received

DENNIS L. HANSEN AND GLORIA J. HANSEN, HUSBAND AND WIFE. Alliance Title & Escrow Corp.

the grantor, do hereby grant, bargain, sell and convey unto
DANNY LAMCZYK AND JANE LAMCZYK, HUSBAND AND WIFE.

whose current address is
250 BERGESON, BLACKFOOT, ID 83221

the grantee, the following described premises, in BINGHAM County Idaho, to wit:

LOT 7, BLOCK 4 OF TEEPLES-BERGESON ROLLING GREEN ACRES, BINGHAM COUNTY, IDAHO,
ACCORDING TO THE PLAT RECORDED AS INSTRUMENT NO. 80108, RECORDS OF SAID COUNTY.

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

except matters of public record

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

Dated: June 28, 1999

Dennis L. Hansen
DENNIS L. HANSEN

Gloria J. Hansen
GLORIA J. HANSEN

STATE OF IDAHO, COUNTY OF BINGHAM
On this 28th day of JUNE, 19 99
before me, a notary public in and for said State, personally appeared

DENNIS L. HANSEN
GLORIA J. HANSEN

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

Yvonne Gardner
Notary Public

Residing at
Comm. Expires

BLACKFOOT
08/12/04



480525

WELL AND EASEMENT AGREEMENT

THIS AGREEMENT made this 11th day of July 1992, by and between RICHARD J. ALEXANDER AND CAYLE E. ALEXANDER, husband and wife, hereinafter referred to as "ALEXANDERS" and L. VAN WHITEHEAD AND CHRISTIA G. WHITEHEAD, husband and wife, hereinafter referred to as "WHITEHEADS".

WITNESSETH

WHEREAS ALEXANDERS own and own the following described real property:

Block 4 of Teeple-Bergeson Rolling Green Acres, Bingham County, Idaho, according to the recorded Plat thereof.

WHEREAS WHITEHEADS are the owners of the following described real property:

Block 4 of Teeple-Bergeson Rolling Green Acres, Bingham County, Idaho, according to the recorded Plat thereof.

WHEREAS there currently exists a domestic well, pump and motor, and pressure tank with distribution lines to the two domestic homes in, upon, and across the property owned by ALEXANDERS to the property owned by WHITEHEADS; and

WHEREAS as said well and equipment have been in existence for years, and the parties herein desire to set forth their agreement in writing.

NOW, THEREFORE, in and for valuable consideration, including the covenants and agreements hereinafter contained between the parties, the receipt whereof is hereby acknowledged, the parties herein agree as follows:

1. ALEXANDERS, for themselves, their heirs and assigns, grants and conveys to WHITEHEADS, their heirs and assigns, an existing easement for the use, operation, maintenance and repair of a domestic well, pump and motor, in, to, upon and across the real property owned by ALEXANDERS for the benefit of the land owned by WHITEHEADS together with an easement for ingress and egress and underground pipeline over and across the real property owned by ALEXANDERS for the purpose of using, maintaining and repairing said well, pump and motor and pipeline:

continued

Page 2
Well and Easement Agreement

2. Said easement is limited to a single family residence.

3. It is agreed and understood between the parties herein that all costs and expense to operate, maintain and repair any part of the well, pump and motor, which is used by both parties shall be split equally by both parties. It is further agreed and understood that WHITEHEADS will pay all costs and expenses to maintain and repair the underground pipeline from said pump, to said Whiteheads residence.

4. In the event either party negligently causes damage to the well, pump or motor, paragraph 3 of this agreement shall not apply and the party damaging said well, pump or motor, shall immediately repair or replace the same at their own expense.

This Agreement is binding upon the parties heirs, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto signed this instrument the day and year first above written.

Richard J. Alexander
RICHARD J. ALEXANDER

Gayle Z. Alexander
GAYLE Z. ALEXANDER

Van Whitehead
VAN WHITEHEAD

Celestia G. Whitehead
CELESTIA G. WHITEHEAD

NOT
PUBLIC
STATE OF

NOT
PUBLIC
STATE OF

3-22861-1

BLACKFOOT, IDAHO

480525

Warranty Deed

FEE 3.00 DEF 0

1999 JUN 30 PM 4:31

For Value Received

RECORDED AT THE REQUEST OF

DENNIS L. HANSEN AND GLORIA J. HANSEN, HUSBAND AND WIFE. Alliance Title & Escrow Corp.

the grantor, do hereby grant, bargain, sell and convey unto
DANNY LAMCZYK AND JANE LAMCZYK, HUSBAND AND WIFE.

whose current address is

250 BERGESON, BLACKFOOT, ID 83221

the grantee, the following described premises, in BINGHAM County Idaho, to wit:

LOT 7, BLOCK 4 OF TEEPLES-BERGESON ROLLING GREEN ACRES, BINGHAM COUNTY, IDAHO,
ACCORDING TO THE PLAT RECORDED AS INSTRUMENT NO. 80108, RECORDS OF SAID COUNTY.

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

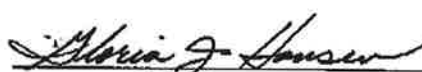
except matters of public record

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

Dated: June 28, 1999



DENNIS L. HANSEN

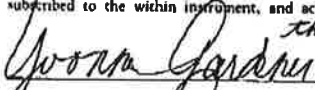


GLORIA J. HANSEN

STATE OF IDAHO, COUNTY OF BINGHAM
On this 28th day of JUNE, 19 99
before me, a notary public in and for said State, personally appeared

DENNIS L. HANSEN
GLORIA J. HANSEN

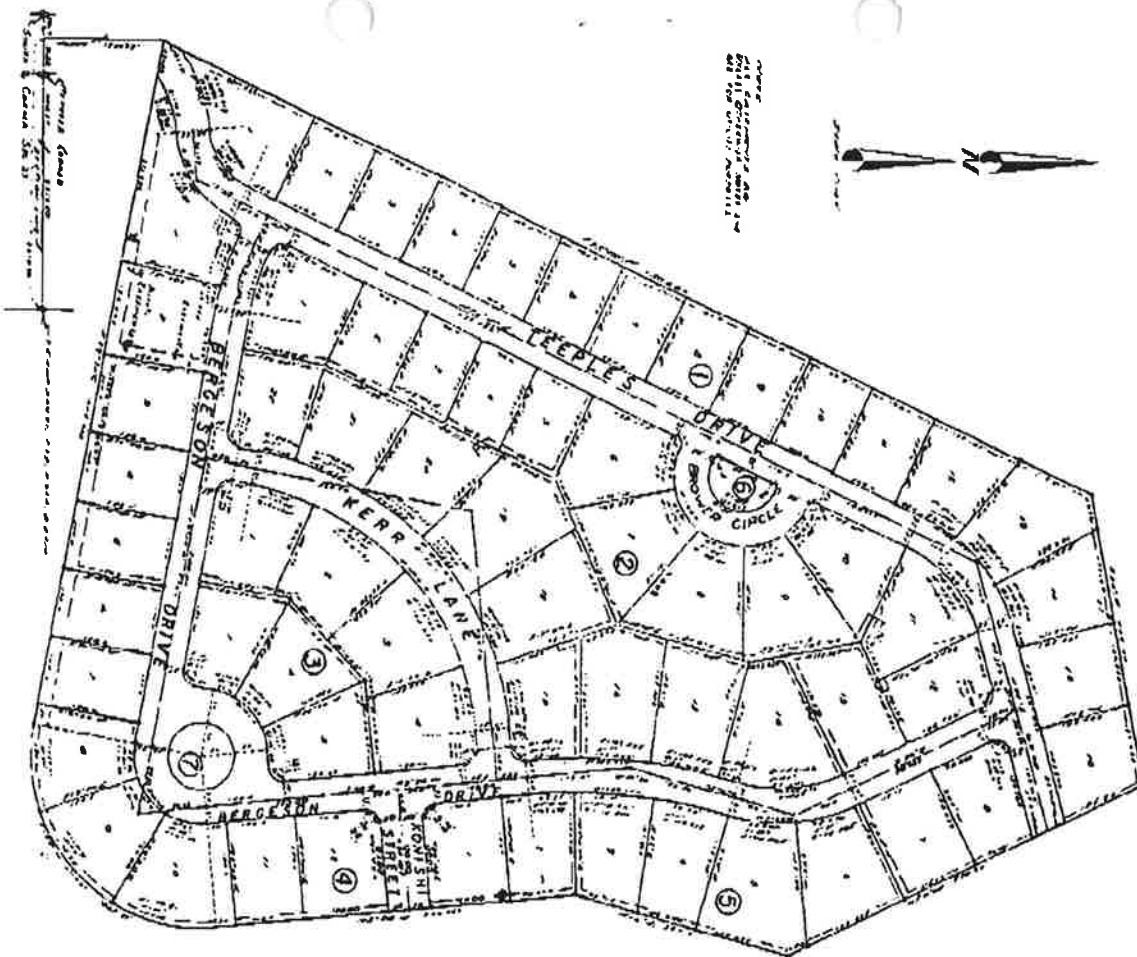
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.



Residing at BLACKFOOT
Comm. Expires 08/12/04



480525



ROLLING TEEPLES

SEC 27.
BINGHAM
SCALE 1"=100'

ENGINEER'S CL
STATE OF IDAHO
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
DATE OF SURVEY 1900

BOUNDARY OF
SECTION 27
TAWSHIP 1 NORTH
RANGE 14 WEST
BINGHAM COUNTY
IDAHO

OWNER'S DEL
STATE OF IDAHO
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
DATE OF SURVEY 1900

ACKNOWLEDG
STATE OF IDAHO
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
DATE OF SURVEY 1900

RECORDERS
STATE OF IDAHO
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
DATE OF SURVEY 1900

COUNTY SUR
STATE OF IDAHO
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
DATE OF SURVEY 1900

COUNTY AG
STATE OF IDAHO
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
DATE OF SURVEY 1900

NOV. 7. 2003 11:15AM

IDAHO CORPORATE SERVICES

NO. 1021

P. 2

34845

Warranty Deed

438304

For Value Received RICHARD J. ALEXANDER and GAYLE Z. ALEXANDER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
DENNIS L. HANSEN and GLORIA J. HANSEN

whose address is: 205 North 90 West Blackfoot, Idaho 83221

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

Lot 7 in Block 4 of Teeples-Bergeson Rolling Green Acres, according to the plat recorded as Instrument No. 80108, records of Bingham County, Idaho.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: OCTOBER 2, 1995

Richard J. Alexander by Gayle Z. Alexander
RICHARD J. ALEXANDER BY GAYLE Z. ALEXANDER
HIS ATTORNEY IN FACT *Gayle Z. Alexander*
GAYLE Z. ALEXANDER

STATE OF IDAHO)

COUNTY OF BINGHAM) 99.

On this 2nd day of OCTOBER in the year 1995, before me, the undersigned, personally appeared GAYLE Z. ALEXANDER, known or identified to me to be the person whose name is subscribed to the within instrument as ATTORNEY IN FACT for RICHARD J. ALEXANDER, and acknowledged to me that she subscribed the name of RICHARD J. ALEXANDER thereto as principal and that she acted as attorney-in-fact.

Notary Public for Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 5-30-2000

438304

RECORDED AT THE REQUEST OF
308
OCT 12 1995
PM 12 07

WELL AND EASEMENT AGREEMENT

THIS AGREEMENT MADE this 10th day of July 1992, by and between RICHARD J. ALEXANDER AND CARLE E. ALEXANDER, husband and wife, hereinafter referred to as "ALEXANDERS" and L. ANN WHITEHEAD AND MELISSA G. WHITEHEAD, husband and wife, hereinafter referred to as "WHITEHEADS".

WITNESSETH

HEREBY ALEXANDER and WHITEHEAD the following described real property:

Lot 1, Block 4 of Teeple-Bergeson Rolling Green Acres, Bingham County, Idaho, according to the recorded Plat thereof.

WHEREAS WHITEHEADS are the owners of the following described real property:

Lot 2, Block 4 of Teeple-Bergeson Rolling Green Acres, Bingham County, Idaho, according to the recorded Plat thereof.

WHEREAS, there currently exists a domestic well, pump and motor, and pressure tank with distribution lines to the two domestic homes in, upon, and across the property owned by ALEXANDERS to the property owned by WHITEHEADS; and

WHEREAS, as said well and equipment have been in existence for years, and the parties herein desire to set forth their agreement in writing.

NOW, THEREFORE, in and for valuable consideration, including the covenants and agreements hereinafter contained between the parties, the receipt whereof is hereby acknowledged, the parties herein agree as follows:

1. ALEXANDERS, for themselves, their heirs and assigns, grants and conveys to WHITEHEADS their heirs and assigns, an existing easement for the use, operation, maintenance and repair of a domestic well, pump and motor, in, to, upon and across the real property owned by ALEXANDERS for the benefit of the land owned by WHITEHEADS together with an easement for ingress and egress and underground pipeline over and across the real property owned by ALEXANDERS for the purpose of using, maintaining and repairing said well, pump and motor and pipeline:

continued



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Gordon Brown
216 Bergeson Drive
Blackfoot, Idaho 83221

October 20, 2003

REF: Snake River Basin Adjudication (SRBA)
Water Right Claim No. A27-7342

Subject: Change in Ownership

Response Date: November 14, 2003

Dear Claimant(s),

Bingham County records indicate that you are the current owner of the property and water right referenced above. Before we can modify our records to reflect your ownership of the property and water right, we need form 42-248/42-1409(6) Notice of Change in Water Right Ownership, completed and returned to us.

We will also need a copy of the warranty deed, plat, survey map or aerial photo with the appropriate area marked.

Please fill out the highlighted areas on the notice of change form and submit with the necessary documents by the response date stated above.

If you have any questions not covered by this letter please feel free to contact me at 547-3993.

Respectfully,


Cindy E. Bird
Adjudication Bureau

CEB/PB

Enclosure: Form 42-248/42-1409(6) "Notice of Change in Water Right Ownership"

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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
	A27-7342				

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)

Ray Alexander and Parley Hemming
216 Bergeson Dr. Blackfoot

4. New Owner/Claimant(s)

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

New Mailing Address

City, State and ZIP Code

New Telephone Number

()

5. Date you acquired the property



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

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216 Bergeson Drive
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October 20, 2003

REF: Snake River Basin Adjudication (SRBA)
Water Right Claim No. A27-7342

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If you have any questions not covered by this letter please feel free to contact me at 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/PB

Enclosure: Form 42-248/42-1409(6) "Notice of Change in Water Right Ownership"

SCANNED

JUL 20 2001

Log for claim 27-07342

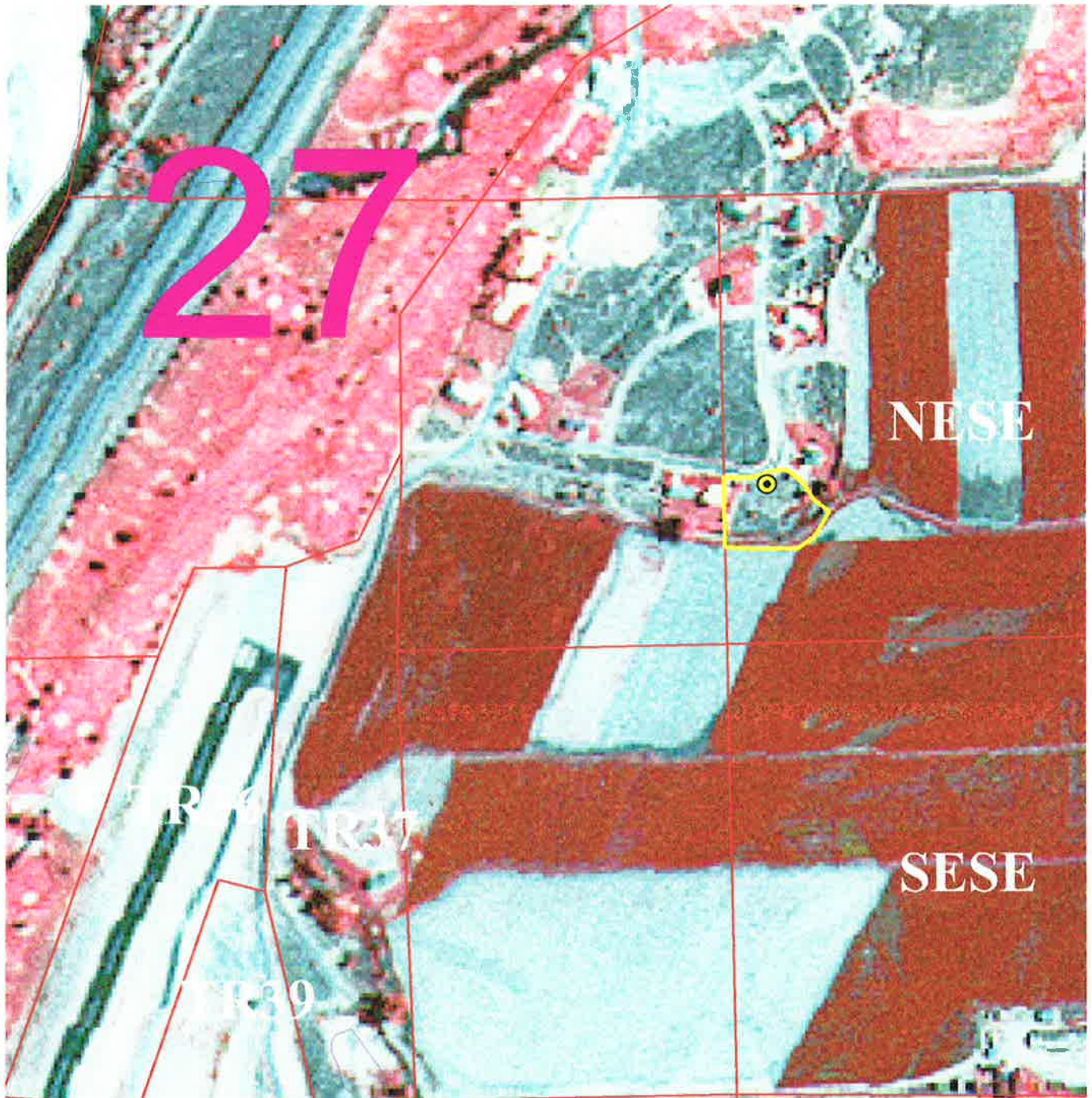
Spatial Dynamics LTD

1/2/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s35e	27	NESE	0.5	1.3	POD placement? / Indiscernible
Totals:			0.5	1.3	

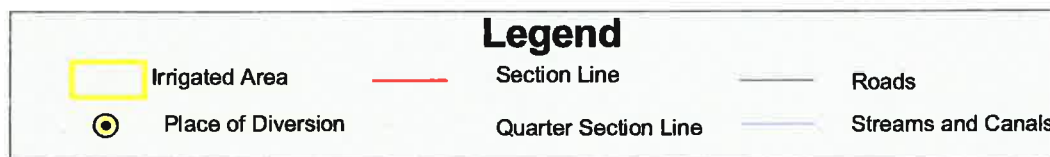
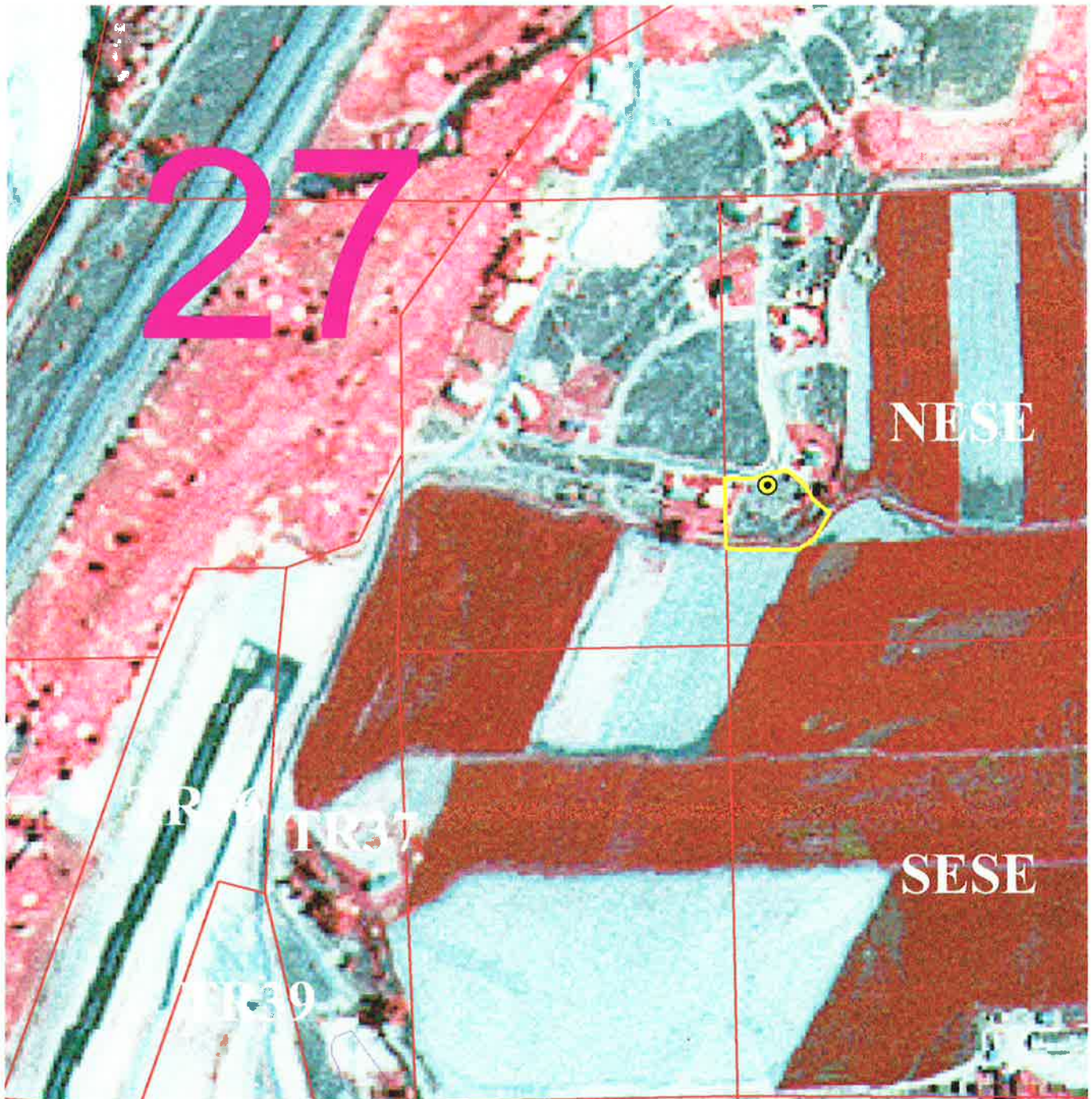
Water Right Claim Number 27-07342
Township , 2S35E

01/02/2001



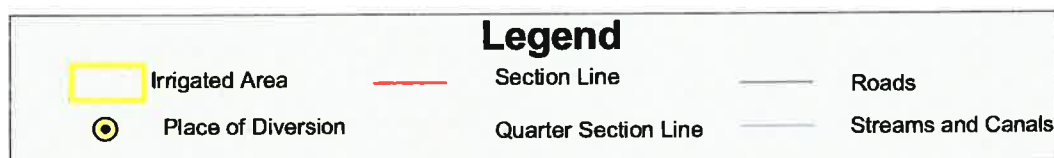
Water Right Claim Number 27-07342
Township , 2S35E

01/02/2001



Water Right Claim Number 27-07342
Township , 2S35E

01/02/2001



300 0 300 600 Feet

SPATIAL
DYNAMICS

4/11/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME Alexander & Hemminger CLAIM IDENT. NO. A27-11096

DATE RECEIVED 6-1-89 Ch # AMOUNT \$ YES NO Required Info?

- 1. Is the name and address complete with zip code? YES NO *
- 2. Is a priority date entered? YES NO *
- Is the priority date acceptable in view of mandatory filing dates? YES NO *
- See Adjudication Memos #1 and #4 to determine if a Permit is required. YES NO *
- 3. (a) Is a source entered? YES NO *
- (b) Is a tributary to entered? (if required) YES NO *
- 4. Is the legal description of the p.d. sufficient? YES NO *
- 5. Is there a description of the diverting works? YES NO *
- 6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. YES NO *
- Is the period of use included? YES NO *
- Is a quantity claimed for each use? YES NO *
- 7. Is a total quantity claimed entered? YES NO *
- 8. If required is a consumptive use entered? YES NO *
- Is the consumptive use correct? YES NO *
- 9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. YES NO *
- 10. Is (are) the place(s) of use and purpose(s) indicated? YES NO *
- 11. Is (are) the county(ies) entered? YES NO *
- 12. Is the ownership of p.u. checked? YES NO *
- 13. Are other water rights listed or "none" indicated? YES NO *
- 14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) YES NO *
- 15. Is the basis of the claim indicated? YES NO *
- 16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) YES NO *
- 17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. YES NO *
- 18. Has the claim been signed, sealed, and dated by a notary? YES NO *
- 19. Was this claim filed on time, or was an extension granted? YES NO *
- 20. Is the fee enclosed correct? YES NO *
- 21. If this claim is based on an existing water right, has the identification number been entered? YES NO *
- 22. Should this claim be data entered? YES NO *

Claim checked by: LSH Date: 6-13-89
Claim must be returned to claimant: (Yes) (No)
Claimant must be notified of modifications: (Yes) (No)

Receipt Prepared by: Date:
Claim data entered by: 35-8-15-89 Date: Checked by: Date:
Sent to claimant by: Date:

Comments: Change Number to 27-7342 in review!
Code as A27-11096 for now -
See A35-10359
in staff need letter 10-31-90

JUL 27 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: A27-07342
Date Received: 6/ 1/1989
Receipt No: E008669
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RAY ALEXANDER 208-785-0388
Address: 216 BERGESON DRIVE
BLACKFOOT ID 83221

AND/OR

Name: PARLEY HEMMING 208-785-0102
Address: 216 BERGESON DRIVE
BLACKFOOT ID 83221

2. Date of Priority: FEB 16, 1983

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	35E	27		NE	SE		BINGHAM

5. Description of diverting works:
WELL/PUMP 8"X 120'

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.020		
DOMESTIC	01/01	12/31	0.060		

7. Total Quantity Appropriated is:
0.080 C.F.S. (and/or) 3.70 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, TWO HOMES, 1/2 ACRE

A2707342



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	35E	27	NE	SE		IRR	0.5
			NE	SE		DOMEST	

Section Acres 0.5

Total Acres 0.5

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:

14. Remarks:

Domestic use is for 2 homes.

PAID \$25.00 FOR A DOMESTIC CLAIM- 1/2 ACRE MAX

15. Basis of Claim: LICENSE

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): _____ Date: _____

_____ Date: _____

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

Renumbered : 27-7342-

Ident. Number: ~~A27-11096~~

Date Received: 6/01/1989

Receipt No: E008669

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RAY ALEXANDER HEMMING 208-785-0388
Address: 216 BERGESON DRIVE
BLACKFOOT, ID 83221

AND/OR

Name: PALEY HEMMING 208-785-0388
Address: 216 BERGESON DRIVE
BLACKFOOT, ID 83221

2. Date of Priority: FEB 16, 1983

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	35E	27	NE	SE			BINGHAM

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.060		
IRRIGATION	04/01	11/01	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/2 HOUSEHOLD

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S ✓	35E ✓	27 ✓	NE ✓	SE ✓		DOMEST	
			NE ✓	SE ✓		IRR	

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
NONE

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

Identification No. A27-11096
Date Received June 1, 1989
Receipt Number E00 8669

\$25⁰⁰

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) Ray Alexander and/or Paley Hemming Phone (208) 785-0388 Ray.
Mailing Address 216 Bergeson Dr. Blackfoot Zip 83221

2. Date of Priority (Only one per claim) 2-16-1983 Month/Day/Year

3. Source of water supply (Check one) (☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 2 So. Range 35 E
Section 27, _____ 1/4 of NE 1/4 of SE 1/4, Govt. Lot _____, BM.,
County of Bingham.

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well & Pump - (8" dia - 120' depth)

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For <u>domestic</u>	purposes from	<u>1-1</u>	to	<u>12-31</u>	amount	<u>0.06</u> (cfs)
		(Both dates are inclusive)				
For <u>Irrigation</u>	purposes from	<u>4-1</u>	to	<u>11-1</u>	amount	<u>0.02</u>

7. Total quantity claimed 0.08 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) domestic - 2 homes - 1/2 acre Irrigation.

10. Place of use is: Township: 2. Range 35E

Section 27, NE 1/4 of SE 1/4, Govt. Lot _____, B.M.,

County of Bingham for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? Bingham.

12. Do you own the property listed above as place of use? Yes X No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. None ()

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number 27-7342

By signing I/We acknowledge reading the notice on the back of this claim form. I/We wish to receive for a small annual fee monthly copies of the docket sheet. YES _____ NO X

16. Signature (s)

Number of Attachments 1

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Alexander Hemming, Jr. Date 6/1/89

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing

document in the space below as _____ of _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)
County of Bannville) SS.

Subscribed and sworn (or affirmed) before me this 1st day of June 19 89

SEAL

Notary Public Betty J. Thompson

Residing at _____

My Commission Expires RESIDING AT IDAHO FALLS, IDAHO

Last Name Alexander Hemming Ident No. _____

Copies: White-State, Yellow-Claimant