

ROBERT E. SMYLLIE  
Governor



CARL E. TAPPAN  
State Reclamation Engineer

## STATE OF IDAHO

DEPARTMENT OF RECLAMATION  
107 STATE HOUSE  
BOISE, IDAHO 83701

October 22, 1964

Re: Loan #120775  
Preston & Roland Allen

Mr. J. P. Garner, Manager,  
Federal Land Bank,  
Box 386,  
Preston, Idaho.

Dear Mr. Garner:

A search of our records has failed to uncover any information not included on the Abstract of Water Rights for the Blackfoot River. We have no "transfer of water rights" records indicating that there was ever any water transferred to the lands of the Allens.

It is possible that Clyde Twitchell, Watermaster, Water District No. 34, 660 W. Sexton St., Blackfoot, Idaho, might be able to help you.

I regret we cannot supply the needed information.

Very truly yours,

CARL E. TAPPAN  
State Reclamation Engineer  
By

*Robert W. Hamilton*  
ROBERT W. HAMILTON  
Supervisor of Water Distribution

RWH:pmk

CARIBOU COUNTY

Township 7 South, Range 43 East of the Boise Meridian

Section 9:  $S\frac{1}{2}$

Section 15:  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$

Section 25:  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  
 $N\frac{1}{2}S\frac{1}{2}$  excluding the 35 foot right-of-way of the Union  
Pacific Railroad Dry Valley Branch

Section 26:  $S\frac{1}{2}$

except therefrom a strip of land 70 feet wide in Sections  
25 and 26, the centerline of which is described as follows:  
Beginning at a point on the South line of  $NW\frac{1}{4}SE\frac{1}{4}$  of said  
Section 25, which point bears North  $89^{\circ}54'$  West a distance  
of 2613.73 feet from the Southeast corner of the  $NE\frac{1}{4}SE\frac{1}{4}$   
of said Section 25; thence North  $79^{\circ}54'$  West a distance  
of 497.82 feet to the Point of Spiral on a spiral curve  
to the right; thence along the arc of the spiral curve  
whose total central angle is  $21^{\circ}47'$  and whose degree of  
curvature is  $4^{\circ}00'$  a distance of 387.58 feet to a point  
on the arc of said curve where the strip of land becomes  
50 feet wide; thence continuing along the arc of said  
curve a distance of 367.00 feet to the point of tangency;  
thence North  $58^{\circ}07'$  West a distance of 1500.65 ft. to a  
point of spiral on a spiral curve to the left, at which  
point the strip of land becomes 70 feet wide; thence  
along the arc of the spiral curve whose total central  
angle is  $20^{\circ}54'$  and whose degree of curvature is  $4^{\circ}00'$  a  
distance of 201.03 feet to a point on the West line of  
 $NW\frac{1}{4}SW\frac{1}{4}$  of said Section 25, and which point bears South  
 $0^{\circ}31'45''$  West a distance of 91.2 feet from the Northwest  
corner of the  $NW\frac{1}{4}SW\frac{1}{4}$  of Section 25; thence continuing  
along said arc a distance of 196.47 feet to a point  
on the North line of the  $SE\frac{1}{4}$  of said Section 26, which  
point bears South  $89^{\circ}55'W$  a distance of 178.67 feet from  
the Northeast corner of the  $SE\frac{1}{4}$  of said Section 26.

Section 35:  $E\frac{1}{2}W\frac{1}{2}$ ,  $NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$

Township 8 South, Range 43 East of the Boise Meridian

Section 2: Lots 2 and 3,  $E\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $NW\frac{1}{4}SE\frac{1}{4}$

Section 11:  $S\frac{1}{2}S\frac{1}{2}$

Section 13:  $W\frac{1}{2}W\frac{1}{2}$

Section 14:  $E\frac{1}{2}$ ,  $E\frac{1}{2}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$

Section 23:  $NE\frac{1}{4}$ ,  $E\frac{1}{2}SE\frac{1}{4}$

Section 24:  $W\frac{1}{2}$

CASSIA COUNTY

Township 13 South, Range 27 East of the Boise Meridian

Section 32:  $S\frac{1}{2}S\frac{1}{2}$

Section 33:  $S\frac{1}{2}SW\frac{1}{4}$

Township 14 South, Range 27 East of the Boise Meridian

Section 4:  $W\frac{1}{2}$

Section 5: Lots 1, 2, 3, and 4,  $N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$

Section 9:  $W\frac{1}{2}$

**Description of State Land Leased:**

**The East Half of the Northeast Quarter of Section 3, the Northeast Quarter of the Southeast Quarter of Section 3, Township 8 South of Range 43 East of the Boise Meridian; and the Northeast Quarter of Section 28, Township 7 South of Range 43 East of the Boise Meridian.**

LOAN NO. 145322

ABSTRACT

TITLE POLICY

THE FEDERAL LAND BANK  
OF SPOKANE

THE TITLE INSURANCE COMPANY

TITLE INSURANCE BUILDING • BOISE, IDAHO

## Title Insurance Policy

Policy No. 34-3692

Order No. 4891

\$585,500.00

THE TITLE INSURANCE COMPANY, a corporation (incorporated under the laws of the State of Idaho), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance,

### Does Hereby Insure

THE FEDERAL LAND BANK OF SPOKANE,  
a corporation,

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding  
FIVE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 - - (\$585,500.00) dollars,  
which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B; or
3. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
4. Priority over any such mortgage or deed of trust of any lien or encumbrance upon said land existing at the date hereof, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, THE TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 12th day of November, 1971, at 5:00 P.M.

This policy not valid unless countersigned by  
Caribou Title Company  
By Leonard O. Kingsford

CARIBOU TITLE COMPANY

By

Leonard O. Kingsford

THE TITLE INSURANCE COMPANY

By

George Russell  
President

Attest

J.M. Epeneter  
Secretary

SCHEDULE A

The fee simple title to said lands, is at the date hereof, vested in:

Preston R. Allen and Connie W. Allen, husband and wife, as to Tract 1.  
Roland R. Allen and Margaret V. Allen, husband and wife, as to Tract 2.

The land referred to in this policy is described as:

Caribou County, Idaho:

Tract No. 1:

Township 7 South, Range 43 East of the Boise Meridian:

Section 9:  $S\frac{1}{2}$ .  
Section 15:  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$ .  
Section 27:  $S\frac{1}{2}$ ,  $NW\frac{1}{4}$ ,  $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ .  
Section 34:  $E\frac{1}{2}$ ,  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ .  
Section 35:  $W\frac{1}{2}W\frac{1}{2}$ .

Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lot 4,  $SW\frac{1}{4}NW\frac{1}{4}$ ,  $W\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ .  
Section 11:  $NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}$ .

Tract No. 2:

Township 7 South, Range 43 East of the Boise Meridian:

Section 25:  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}$ .

Section 26:  $S\frac{1}{2}$ ,

EXCEPT THEREFROM a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows:  
Beginning at a point on the South line of  $NW\frac{1}{4}SE\frac{1}{4}$  of said Section 25, which point bears North  $89^{\circ}54'$  West a distance of 2613.73 feet from the Southeast corner of the  $NE\frac{1}{4}SE\frac{1}{4}$  of said Section 25  
thence North  $79^{\circ}54'$  West a distance of 497.82 feet to the point of spiral on a spiral curve to the right;  
thence along the arc of the spiral curve whose total central angle is  $21^{\circ}47'$  and whose degree of curvature is  $4^{\circ}00'$  a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide;  
thence continuing along the arc of said curve a distance of 367.00 feet to the point of tangency;  
thence North  $58^{\circ}07'$  West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide;  
thence along the arc of the spiral curve whose total central angle is  $20^{\circ}54'$  and whose degree of curvature is  $4^{\circ}00'$  a distance of 201.03 feet to a point on the west line of  $NW\frac{1}{4}SW\frac{1}{4}$  of said Section 25, and which point bears South  $0^{\circ}31'45''$  West a distance of 91.2 feet from the Northwest corner of  $NW\frac{1}{4}SW\frac{1}{4}$  Section 25;  
thence continuing along the said arc of a distance of 196.47 feet to a point on the North line of the  $SE\frac{1}{4}$  of said Section 26, which point bears South  $89^{\circ}55'$  West a distance of 178.67 feet from the Northeast corner of the  $SE\frac{1}{4}$  of said Section 26.

Section 35:  $E\frac{1}{2}W\frac{1}{2}$ ,  $NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$ .

Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lots 2 and 3,  $E\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $NW\frac{1}{4}SE\frac{1}{4}$ .

Section 11:  $S\frac{1}{2}S\frac{1}{2}$ .

Section 13:  $W\frac{1}{2}W\frac{1}{2}$ .

Section 14:  $E\frac{1}{2}$ ,  $E\frac{1}{2}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ .

Section 23:  $NE\frac{1}{4}$ ,  $E\frac{1}{2}SE\frac{1}{4}$ .

Section 24:  $W\frac{1}{2}$ .

## SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 3 and 4 on page 1 of this policy.

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or incumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.

2. Questions of location, boundary and area; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.

3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.

4. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or limiting the height of improvements, or prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

5. General taxes for the year 1971 are now an accruing lien but are not yet due nor payable.

6. Any loss or claim thereof arising from the invalidity or unenforceability of the insured mortgage, arising out of the transaction evidenced by the insured mortgage and based upon

a. usury, or

b. any consumer credit protection or truth in lending law.

7. Pole Line Easement granted by Preston R. Allen and Connie W. Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated September 21, 1961, recorded February 19, 1962, in Book 44 of Deeds, at page 296, under recorder's instrument No. 47633, records of Caribou County, Idaho. Said easement affects SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 27, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

8. Pole Line Easement granted by Roland R. Allen and Margaret V. Allen, his wife, to Utah Power & Light Company, a corporation by instrument dated October 3, 1961, recorded February 19, 1962, in Book 44 of Deeds, at page 297, under recorder's instrument No. 47634, records of Caribou County, Idaho. Said easement affects S $\frac{1}{2}$ S $\frac{1}{2}$ , Section 26, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

9. Pole Line Easement granted by Preston Allen and Connie Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated June 15, 1965, recorded August 20, 1965, under recorder's instrument No. 55108, in the microfilm records of Caribou County, Idaho. Said easement affects N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 27, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

10. Pole Line Easement granted by Roland R. Allen and Margaret V. Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated June 9, 1965, recorded August 20, 1965, under recorder's instrument No. 55111, in the microfilm records of Caribou County, Idaho. Said easement affects NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 25 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 26, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

11. The existence of a roadway, disclosed by Affidavit made by H. H. Allen, R. S. Hawker and Richard Lau, dated August 29, 1951, recorded August 30, 1951, in Book 5 of Miscellaneous Records, at page 306, under recorder's instrument No. 29360, records of Caribou County, Idaho, should said roadway affect the premises in Section 15 and Section 27, aforesaid. It is impossible to determine from the record the exact location of said roadway.

12. Right of Way granted by Roland R. Allen and Margaret Allen, his wife, to Western Fertilizer Association, a Utah corporation, by instrument dated March 21, 1952, recorded March 22, 1952, in Book 37 of Deeds, at page 201, under recorder's instrument No. 30532, records of Caribou County, Idaho. Said right of way affects N $\frac{1}{2}$ S $\frac{1}{2}$ , Section 25, aforesaid, but the exact location of said right of way is not disclosed. El Paso Natural Gas Products Company, a Texas corporation, now holds said right of way under mense conveyances of record.

13. Right, title and interest of R. W. Slemaker and those claiming under him in and to "...an undivided 15/16ths interest in, to and of all oil, gas and other minerals, whether similar or dissimilar, on, in, under and that may be produced from..." the lands described herein, by reason of that certain Oil and Mineral Grant dated September 20, 1948, recorded September 27, 1948, in Book 12 of Deeds, at page 24, under recorder's instrument No. 24545, records of Caribou County, Idaho. Said grant does not cover the NW $\frac{1}{4}$  and S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 27, aforesaid, and W $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 34, aforesaid, but it does cover the remainder of the above described property.

14. Mortgage executed by Preston R. Allen and Connie W. Allen, husband and wife, and Roland R. Allen and Margaret V. Allen, husband and wife, to The Federal Land Bank of Spokane, a corporation, to secure the payment of \$160,000.00 and interest; dated January 12, 1966, recorded January 20, 1966, under recorder's instrument No. 56436, in the microfilm records of Caribou County, Idaho.

15. Pole Line Easement granted by Roland R. Allen and Margaret V. Allen, his wife, to Utah Power & Light Company, a corporation, by instrument dated July 6, 1967, recorded January 4, 1968, under recorder's instrument No. 62470, in the microfilm records of Caribou County, Idaho. Said easement affects NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 25 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 26, aforesaid, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment thereof.

16. Mortgage executed by Preston R. Allen and Connie W. Allen, husband and wife, and Roland R. Allen and Margaret V. Allen, husband and wife, to The Federal Land Bank of Spokane, a corporation, to secure the payment of \$585,500.00 and interest; dated November 9, 1971, recorded November 11, 1971, under recorder's instrument No. 72372, in the microfilm records of Caribou County, Idaho. JWC

NOTE: The mortgage insured and referred to in paragraph 3 of the first page of this policy is described in Exception No. 16 above. The mortgage shown as Exception No. 14 is an exception to the coverage.

(END OF SCHEDULE B)

EXHIBIT B

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 9: W $\frac{1}{4}$

Section 4: SW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 2:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: S $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 5: Lots 3 and 4, N $\frac{1}{4}$ NE $\frac{1}{4}$  (Lots 1 and 2), N $\frac{1}{4}$ S $\frac{1}{4}$ NE $\frac{1}{4}$

RKA

PARCEL NO. 3:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 33: S $\frac{1}{4}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described parcel:

Beginning at the Northwest corner of the S $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 33, which shall be known as the True Point of Beginning;  
Thence South 0°15' East along the West boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 18.0 feet;  
Thence South 85°57'32" East for 2,643.57 feet to a point on the East boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence North along the East boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 211.90 feet to the Northeast corner of said S $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence North 89°50' West along the North boundary of said S $\frac{1}{4}$ SW $\frac{1}{4}$  for 2,637.98 feet to the True Point of Beginning.

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 4: NW $\frac{1}{4}$  (Lots 3, 4 and S $\frac{1}{4}$ NW $\frac{1}{4}$ ), N $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$

R.R.G.

TOWNSHIP 7 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
CARIBOU COUNTY, IDAHO

Section 9: S $\frac{1}{4}$

Section 15: W $\frac{1}{4}$ , W $\frac{1}{2}$ E $\frac{1}{4}$

Section 25: NE $\frac{1}{4}$ , S $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{4}$ , EXCEPT THEREFROM the following tract:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ , and running thence East along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1800 feet, more or less, to the Blackfoot River Road right of way;

Thence along the Blackfoot River Road right of way to the point where the Blackfoot River Road right of way intersects with the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Thence North along the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1230 feet, more or less, to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning at a point on the West line of said Section 25, 84.5 feet South of the Northwest corner of the SW $\frac{1}{4}$  of said section, said point is on a tangent extended of the centerline of the Union Pacific Railroad Dry Valley Branch, and running

- continued -

RR A

(Exhibit B continued)

Thence South 58°43' East on the said Railroad centerline and centerline tangent extended 2252.5 feet to an intersection with the Northerly right of way line of the Dry Valley Mine Road;

Thence South 77°47' West along said right of way line 792.7 feet;

Thence South 89°06' West along said right of way line 1150.6 feet, more or less, to the West line of said Section 25;

Thence North along said West line 1355.5 feet, more or less, to the point of beginning.

EXCLUDING the 35 foot right of way of the union Pacific Railroad Dry Valley Branch.

Section 26: S $\frac{1}{4}$ , EXCEPT THEREFROM, a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows:

RR A

Beginning at a point on the South line of the NW¼SE¼ of said Section 25, which point bears North 89°54' West a distance of 2613.73 feet from the Southeast corner of the NE¼SE¼ of said Section 25, and running Thence North 79°54' West a distance of 497.82 feet to the point of spiral on a spiral curve to the right; Thence along the arc of the spiral curve whose total central angle is 21°47' and whose degree of curvature is 4°00' a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide; Thence continuing along the arc of said curve a distance of 367 feet to the point of tangency; Thence North 58°07' West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide; Thence along the arc of the spiral curve whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 201.03 feet to a point on the West line of the NW¼SW¼ of said Section 25, and which point bears South 0°31'45" West a distance of 91.2 feet from the Northwest corner of the NW¼SW¼ of Section 25; Thence continuing along the said arc a distance of 196.47 feet to a point on the North line of the SE¼ of said Section 26, which point bears South 89°55' West a distance of 178.67 feet from the Northeast corner of the SE¼ of said Section 26;

Section 35: E¼W¼, NE¼, N¼SE¼

TOWNSHIP 8 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
CARIBOU COUNTY, IDAHO

Section 2: Lots 2 and 3, E¼SE¼NW¼, SW¼NE¼, NW¼SE¼

Section 11: S¼S¼

Section 13: W¼W¼

Section 14: E¼, E¼NW¼, NE¼SW¼

Section 23: NE¼, E¼SE¼

Section 24: W¼.

# The EQUITABLE Life Assurance Society of the United States



THIS MORTGAGE, dated as of the 27th day of December, 1979, between  
ROLAND ALLEN LAND & LIVESTOCK, INC., an Idaho corporation, and ROLAND R. ALLEN  
and MARGARET V. ALLEN, husband and wife  
whose post office address is P.O. Box 324, Soda Springs, Idaho 83276  
hereinafter called "Mortgagor," and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York  
corporation, having its principal office and post office address at 1285 Avenue of the Americas, New York, New York 10019, here-  
inafter called "Mortgagee";

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of ONE MILLION THREE HUNDRED THOUSAND  
AND NO/100 Dollars (\$1,300,000.00) with interest, all as set forth in his certain promissory  
note ("Note") of even date herewith maturing December 1, 1995.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note  
and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagor by these presents  
does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the  
Mortgaged Property") hereinafter described, to-wit:

1. The following described real property located in the County of Cassia and Caribou  
State of Idaho to-wit:

See attached Exhibit A For legal description

*I found this  
document  
looking for the  
1941 Deed.*

STATE OF IDAHO } SS 103724  
County of Caribou }

I Hereby certify that this instrument was filed  
at the request of Caribou Title Co  
at 12:50 o'clock P M this 31st day of  
January, 1980. In my office and duly  
recorded in Microfilm Records  
Elaine S. Johnson  
*Elaine S. Johnson*  
Ex-Officio Recorder

II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter  
affecting the above-described real property or any part thereof.

III. Certificates numbered.....representing.....shares of the capital stock of  
.....and the water rights represented thereby. (if no entries, this grant-  
ing clause is inapplicable).

TOGETHER WITH the rents, issues, and profits thereof, reserving, however, (unless otherwise provided herein or in a separate  
instrument of assignment), unto the Mortgagor the right, prior to any default in the payment of the Note or in performance of any  
agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable, and together also with all and  
singular the tenements, hereditaments, and appurtenances thereunto belonging, including irrigation, drainage, and water rights of every  
kind and description and watering and irrigation apparatus and fixtures.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its  
successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner  
specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and  
conditions hereof, and perform all the conditions and covenants contained in this mortgage ("Mortgage"), then these presents and the  
estate hereby granted shall cease, determine and be void and shall be released by the Mortgagee at the expense of the Mortgagor, other-  
wise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST: The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due  
the principal and interest and other sums of money provided for in the Note and in this Mortgage, or either; (b) to pay all taxes, assess-  
ments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Mort-  
gaged Property, the Mortgagee's interest therein, or upon the Mortgage or the Note; provided however, that, in the event of the pas-  
sage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire  
indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Mortgaged Property and im-  
provements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule  
annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone,  
rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee  
policies of insurance against such hazards on the buildings now or hereafter located on the Mortgaged Property as the Mortgagee may  
require, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; that in the event of  
loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mort-  
gagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said build-  
ings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Mortgaged Property which might take precedence

over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) that in the event he shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Mortgaged Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (h) not to sell the premises or any portion thereof, or if the Mortgagor is a corporation not more than 49% of its corporate stock shall be sold, traded or disposed of to persons other than the present owners prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments not permitted by the note to \$100,000); (i) that if the Mortgaged Property or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (j) that the Mortgagee shall have the right to inspect the Mortgaged Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (k) that the Mortgagee may release from the lien hereof any part of the above-described real property without requiring any consideration therefor, and (l) that he is lawfully seized of said premises in fee simple, that the same are free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, that he will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and that his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in sub-section (g) above shall be 12% per annum or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

SECOND: That if the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Mortgaged Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the Bankruptcy Act of 1898, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes or rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Mortgaged Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD: The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable):

FOURTH: That the covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

Roland R. Allen  
Roland R. Allen - Individually  
Margaret V. Allen  
Margaret V. Allen - Individually  
STATE OF IDAHO }  
COUNTY OF CASSIA } ss.  
Larry Roberts  
a Notary Public in and for said County and State, do hereby certify that  
on this 23 day of January, 1980, personally appeared before me the within named  
ROLAND R. ALLEN and MARGARET V. ALLEN  
to me known to be the individual(s) described in and who executed and whose name(s) is(are) subscribed to the within and foregoing  
instrument, and duly acknowledged to me that they signed and executed the same as their  
free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.

(Seal)

My commission expires 6-30-81

Larry Roberts  
Notary Public

N.B. If executed by corporation, corporate form of acknowledgment must be attached.

STATE OF IDAHO )  
COUNTY OF CASSIA ) ss.

On this 23 day of January, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared, ROLAND R. ALLEN and MARGARET V. ALLEN, known to me to be the President and Secretary of the corporation that executed the within instrument or the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Larry Roberts  
Notary Public for Idaho  
Residing at Paul, Idaho

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 9: W $\frac{1}{2}$

Section 4: SW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 2:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 32: S $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 5: Lots 3 and 4, N $\frac{1}{2}$ NE $\frac{1}{4}$  (Lots 1 and 2), N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL NO. 3:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 33: S $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described parcel:

Beginning at the Northwest corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 33, which shall be known as the True Point of Beginning;  
Thence South 0°15' East along the West boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$  for 18.0 feet;  
Thence South 85°57'32" East for 2,643.57 feet to a point on the East boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence North along the East boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$  for 211.90 feet to the Northeast corner of said S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Thence North 29°50' West along the North boundary of said S $\frac{1}{2}$ SW $\frac{1}{4}$  for 2,637.93 feet to the True Point of Beginning.

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 4: NW $\frac{1}{4}$  (Lots 3, 4 and S $\frac{1}{2}$ NW $\frac{1}{4}$ ), N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{2}$ SW $\frac{1}{4}$

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN,  
CARIBOU COUNTY, IDAHO

Section 9: S $\frac{1}{2}$

Section 15: W $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$

Section 25: NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , EXCEPT THEREFROM the following tract:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , and running thence East along the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1800 feet, more or less, to the Blackfoot River Road right of way;  
Thence along the Blackfoot River Road right of way to the point where the Blackfoot River Road right of way intersects with the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence North along the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 1230 feet, more or less, to the point of beginning.  
ALSO, EXCEPT THEREFROM, Beginning at a point on the West line of said Section 25, 84.5 feet South of the Northwest corner of the SW $\frac{1}{4}$  of said section, said point is on a tangent extended of the centerline of the Union Pacific Railroad Dry Valley Branch, and running  
Thence South 58°43' East on the said Railroad centerline

-continued-

and centerline tangent extended 2252.5 feet to an intersection with the Northerly right of way line of the Dry Valley Mine Road;  
 Thence South 77°47' West along said right of way line 792.7 feet;  
 Thence South 89°06' West along said right of way line 1150.5 feet, more or less, to the West line of said Section 25;  
 Thence North along said West line 1355.5 feet, more or less, to the point of beginning.  
 EXCLUDING the 35 foot right of way of the union Pacific Railroad Dry Valley Branch.

Section 26: S½, EXCEPT THEREFROM, a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows:

Beginning at a point on the South line of the NW¼SE¼ of said Section 25, which point bears North 89°54' West a distance of 2613.73 feet from the Southeast corner of the NE¼SE¼ of said Section 25, and running  
 Thence North 79°54' West a distance of 497.82 feet to the point of spiral on a spiral curve to the right;  
 Thence along the arc of the spiral curve whose total central angle is 21°47' and whose degree of curvature is 4°00' a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide;  
 Thence continuing along the arc of said curve a distance of 367 feet to the point of tangency;  
 Thence North 58°07' West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide;  
 Thence along the arc of the spiral curve whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 201.03 feet to a point on the West line of the NW¼SW¼ of said Section 25, and which point bears South 0°31'45" West a distance of 91.2 feet from the Northwest corner of the NW¼SW¼ of Section 25;  
 Thence continuing along the said arc a distance of 196.47 feet to a point on the North line of the SE¼ of said Section 26, which point bears South 89°55' West a distance of 178.67 feet from the Northeast corner of the SE¼ of said Section 26;

Section 35: E¼W¼, NE¼, N¼SE¼

TOWNSHIP 8 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN, CARIBOU COUNTY, IDAHO

Section 2: Lots 2 and 3, E¼SE¼NW¼, SW¼NE¼, NW¼SE¼

Section 11: S¼S¼

Section 13: W¼W¼

Section 14: E¼, E¼NW¼, NE¼SW¼

Section 23: NE¼, E¼SE¼

Section 24: W¼.

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN, CARIBOU COUNTY, IDAHO

Section 25: Beginning at the Northwest corner of the SW¼NW¼ of said Section 25, and running  
 thence East along the North line of the SW¼NW¼ a distance of 1,800 feet, more or less, to the Blackfoot River Road right of way;  
 thence along the Blackfoot River Road Right of Way to the point where the Blackfoot River Road Right of Way intersects with the West line of the SW¼NW¼;

- continued -

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thence North along the West line of the SW1/4NW1/4 a distance of 1,230 feet, more or less, to the point of beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to State of Idaho Water License #G-26234, and State of Idaho Claim to Water Rights #43-4022; #43-4023; #43-4024; and #43-4025.

SECURITY AGREEMENT COVERING IRRIGATION WORKS AND EQUIPMENT

The undersigned hereby grant to The Equitable Life Assurance Society of the United States, its successors and assigns, a security interest under the terms of this mortgage, in the following goods and chattels, whether affixed to the real estate or not and including but not limited to:

- 1-Fairbanks Morse turbine pump, Serial No. PS1210;
- 1-Fairbanks Morse turbine pump, No Serial #;
- 1-Marathon Centrifiguel booster pump, Serial #76-12629-6;
- 1-Aurora turbine pump, Serial #37571766;
- 1-Fairbanks Morse turbine pump, No Serial #;
- 1-Turbine Pump, No Serial #;
- 1-Aurora Centrifiguel booster pump, Serial #74-16215-1;
- 1-U.S. 75 H.P. Electric Motor, Serial #687248;
- 1-Fairbanks Morse 75 H.P. Electric Motor, Serial #F143669;
- 1-Marathon 60 H.P. Electric Booster Motor, Serial #5533-3;
- 1-G.E. 200 H.P. Electric Motor, Serial #BLJ212108;
- 1-U.S. 125 H.P. Electric Motor, Serial #10444508;
- 1-U.S. 100 H.P. Electric Booster Motor, Serial #85-01225;
- 1-G.E. 200 H.P. Electric Motor, Serial #CGJ331113;
- 1-8 tower Lockwood Pivot, Model #2286, Serial #596079;
- 31-1/4 Mi. 3" and 4" handlines;
- 5,280 feet of 6", 8", and 10" Buried Mainline;
- 11,480 feet of 6", 8", 10", and 12" Aluminum Mainline,

and equipment of every kind and nature utilized for irrigation purposes on the premises described herein and located thereon, in addition to any replacement, substitutions, and additions thereto, which said goods and chattels are also described in the Financing Statement Nos. filed in the Cassia County Recorder's Office; Caribou County Recorder's Office, and the office of the Secretary of State of the State of Idaho.

Attached to and made a part of Mortgage dated December 27, 1979, between Roland Allen Land and Livestock, Inc., and The Equitable Life Assurance Society of the United States, a New York corporation.

ROLAND ALLEN LAND AND LIVESTOCK, INC

By: Roland R. Allen  
Roland R. Allen - President

By: Margaret V. Allen  
Margaret V. Allen - Secretary

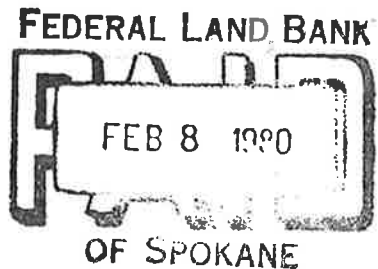
Tract No. 1:

Township 7 South, Range 43 East of the Boise Meridian:

Section 9:  $S\frac{1}{2}$ .  
 Section 15:  $W\frac{1}{2}$ ,  $W\frac{1}{2}SE\frac{1}{2}$ .  
 Section 27:  $S\frac{1}{2}$ ,  $NW\frac{1}{4}$ ,  $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ .  
 Section 34:  $E\frac{1}{2}$ ,  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ .  
 Section 35:  $W\frac{1}{2}W\frac{1}{2}$ .

Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lot 4,  $SW\frac{1}{4}NW\frac{1}{4}$ ,  $W\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ .  
 Section 11:  $NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}$ .



Tract No. 2:

Township 7 South, Range 43 East of the Boise Meridian:

Section 25:  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}$   
 Section 26:  $S\frac{1}{2}$

EXCEPT THEREFROM a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows:  
 Beginning at a point on the South line of  $NW\frac{1}{4}SE\frac{1}{4}$  of said Section 25, which point bears North  $89^{\circ}54'$  West a distance of 2613.73 feet from the Southeast corner of the  $NE\frac{1}{4}SE\frac{1}{4}$  of said Section 25  
 thence North  $79^{\circ}54'$  West a distance of 497.82 feet to the point of spiral on a spiral curve to the right;  
 thence along the arc of the spiral curve whose total central angle is  $21^{\circ}47'$  and whose degree of curvature is  $4^{\circ}00'$  a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide;  
 thence continuing along the arc of said curve a distance of 367.00 feet to the point of tangency;  
 thence North  $58^{\circ}07'$  West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide;  
 thence along the arc of the spiral curve whose total central angle is  $20^{\circ}54'$  and whose degree of curvature is  $4^{\circ}00'$  a distance of 201.03 feet to a point on the west line of  $NW\frac{1}{4}SW\frac{1}{4}$  of said Section 25, and which point bears South  $0^{\circ}31'45''$  West a distance of 91.2 feet from the Northwest corner of  $NW\frac{1}{4}SW\frac{1}{4}$  Section 25;  
 thence continuing along the said arc of a distance of 196.47 feet to a point on the North line of the  $SE\frac{1}{4}$  of said Section 26, which point bears South  $89^{\circ}55'$  West a distance of 178.67 feet from the Northeast corner of the  $SE\frac{1}{4}$  of said Section 26.

Section 35:  $E\frac{1}{2}W\frac{1}{2}$ ,  $NE\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}$ .

Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lots 2 and 3,  $E\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$ ,  $NW\frac{1}{4}SE\frac{1}{4}$ .  
 Section 11:  $S\frac{1}{2}S\frac{1}{2}$ .  
 Section 13:  $W\frac{1}{2}W\frac{1}{2}$ .  
 Section 14:  $E\frac{1}{2}$ ,  $E\frac{1}{2}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ .  
 Section 23:  $NE\frac{1}{4}$ ,  $E\frac{1}{2}SE\frac{1}{4}$ .  
 Section 24:  $W\frac{1}{2}$ .

## FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 9th day  
of November, 1971,

Preston R. Allen and Connie W. Allen, husband and wife;

Roland R. Allen and Margaret V. Allen, husband and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage  
to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Wash-  
ington, hereinafter called the Mortgagee, the following described real estate in the  
County of Caribou, State of Idaho:

The description of the real property covered by this mortgage consists of one page  
marked EXHIBIT "A" which is attached hereto and is by reference made a part hereof.

Page 1 of 1.

EXHIBIT "A"

Tract No. 1:

Township 7 South, Range 43 East of the Boise Meridian:

Section 9:  $S\frac{1}{2}$ .  
Section 15:  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$ .  
Section 27:  $S\frac{1}{2}$ ,  $N\frac{1}{2}E\frac{1}{2}$ ,  $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ .  
Section 34:  $E\frac{1}{2}$ ,  $N\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ .  
Section 35:  $W\frac{1}{2}W\frac{1}{2}$ .

Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lot 4,  $SW\frac{1}{4}NW\frac{1}{4}$ ,  $V\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ .  
Section 11:  $NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}$ .

Tract No. 2:

Township 7 South, Range 43 East of the Boise Meridian:

Section 25:  $NE\frac{1}{4}$ ,  $S\frac{1}{2}NW\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}$   
Section 26:  $S\frac{1}{2}$

EXCEPT THEREFROM a strip of land 70 feet wide in Sections 25  
and 26, the centerline of which is described as follows:  
Beginning at a point on the South line of  $NW\frac{1}{4}SE\frac{1}{4}$  of said  
Section 25, which point bears North  $89^{\circ}54'$  West a distance  
of 2613.73 feet from the Southeast corner of the  $NE\frac{1}{4}SE\frac{1}{4}$  of  
said Section 25  
thence North  $79^{\circ}54'$  West a distance of 497.82 feet to the  
point of spiral on a spiral curve to the right;  
thence along the arc of the spiral curve whose total central

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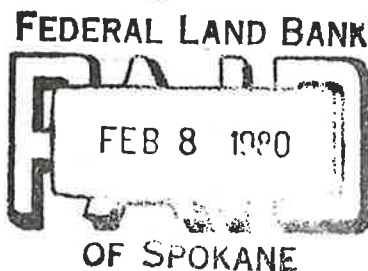
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Recorded November 11, 1971  
at 3.20 o'clock P.M.  
in Microfilm ~~map~~ records.

Auditor, Clerk or Recorder

*Lynda Collins, Deputy*



For the sum of Ten Thousand Dollars and other considerations of value, George J. Cannon, Claron O. Spencer and Robert H. Burton of Salt Lake City, Utah, L. R. Anderson of Manti, Utah and E. T. Ralphs of Logan, Utah, as a Deposit and Protective Committee for former bondholders of Austin Brothers Association, a Utah corporation, Grantors, have bargained and sold and hereby convey unto H. H. Allen, Jr., of Swan Lake, Idaho, Grantee, the following described property situate in the County of Caribou, State of Idaho to-wit:

The South half of Section 9; all of Section 12, the West half of the Northeast quarter, the West half of the Southeast quarter and the West half of Section 15; the Northeast quarter, the North half of the Southeast quarter, the North half of the Southwest quarter, the South half of the Northwest quarter of Section 25; the South half of Section 26; the South half of Section 27; the South half and the South half of the North half of Section 33; the Northwest quarter and the North half of the Southwest quarter of Section 34; the Northeast quarter, and the East half of the Southeast quarter of Section 34; the West half of Section 35; the Northeast quarter, and the North half of the Southeast quarter of Section 35; all in Township 7 South, Range 43 East, Boise Meridian; Lots 2,3 and 4, the South half of the Northwest quarter, the Southwest quarter of the Northeast quarter and the Southwest quarter and the West half of the Southeast quarter of Section 2; the West half and the West half of the Northeast quarter, the West half of the Southeast quarter of Section 11; ~~the East half of the Southeast quarter of said Section 11; the West half of the Northwest quarter and the West half of the Southwest quarter of Section 13; the East half and the East half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 14; the Northeast quarter, the East half of the Southeast quarter of Section 23; the West half of Section 24,~~ the East half of the Southeast quarter of said Section 11; the West half of the Northwest quarter and the West half of the Southwest quarter of Section 13; the East half and the East half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 14; the Northeast quarter, the East half of the Southeast quarter of Section 23; the West half of Section 24,

under the trust created by the Bondholders Deposit and Protective Agreement of September 21, 1932, has any right, title or interest in and to said Lower Austin Ranch and other properties acquired by the Committee as aforesaid.

V.

That the material facts in relation to the Protective Committee's powers and administration, including the acquisition and sale of said Lower Austin Ranch and other properties acquired through settlement with Austin Brothers Association are as follows:

(a) On or about February 1, 1929 at Salt Lake City, Utah, Austin Brothers Association executed its six percent bonds in the aggregate principal amount of \$200,000, said bonds being numbered consecutively from 1 to 220;

(b) That in order to secure payment of said bonds, according to tenor, said Austin Brothers Association then and there executed a deed of trust, intended as a mortgage, by the terms whereof it purported to convey to Zion's Savings Bank and Trust Company, as corporate trustee, and to George S. Spencer, as individual trustee, all its properties, real and personal, which are described in said trust indenture, wheresoever situate, including said Lower Austin Ranch, all water rights appurtenant thereto, and all ranch equipment situate thereon;

(c) That after being executed, said bonds and deed of trust were delivered to said trustees, who thereupon authenticated said bonds and returned same to said Association for delivery to intending purchasers; that in due course said deed of trust was forwarded to the office of the County Recorder of Caribou County, Idaho, for recording and was duly recorded in said office in Book 7 of Mortgages, page 1;

(d) That thereafter, for value, said Association sold and delivered all of the aforesaid bonds to purchasers;

(e) That thereafter said Association defaulted in the payment of said bonds, and because of such default it was proposed by certain of the holders thereof that a bondholders' protective committee be appointed; that thereupon E. T. Ralphs, Frank E. Bagley, J. M. MacFarlane, Arthur E. Moreton and William McEwan, as a Protective Committee for all bondholders who might thereafter deposit bonds, signed and delivered to Zion's Savings Bank and Trust Company a unilateral Agreement which is sometimes herein referred to as the 'Bondholders Deposit and Protective Agreement, dated September 21, 1932' or simply as the 'Bondholders Deposit and Protective Agreement';

(f) That by said Bondholders Deposit and Protective Agreement it was and is, among other things, provided: That holders of bonds of the issue of February 1, 1929 might become parties to said agreement by depositing, under the terms thereof, their respective bonds with all proper coupons thereto attached, to-wit, coupons due August 1, 1932, and all subsequent coupons, with Zion's Savings Bank and Trust Company of Salt Lake City, Utah (herein called the 'Trust Company');

administration is clearly to be implied and is hereby declared to exist as effectively as if expressly granted.

II.

That by reason of their having accepted the benefits of the Protective Committee's administration with knowledge of the settlement with Austin Brothers Association, the acquisition of said ranches and other properties, the surrender and cremation of all bonds of said issue of February 1, 1929, the releasing of said trust deed securing said bonds and the sale of said properties, as well as by reason of their having acquiesced in plaintiffs' construction of the terms of said Protective Agreement, all of said certificate holders and all beneficiaries of the aforesaid trust should be precluded from denying and are estopped to deny the correctness of such construction or the validity of plaintiffs' acquisition and sales of said properties.

Dated at Pocatello, Idaho, this 4th day of September, 1945.

Isaac M. Fongall @

J U D G E

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF  
IDAHO, IN AND FOR THE COUNTY OF CARIBOU.

E. T. RALPHS, L. R. ANDERSON, ROBERT H. BURTON,  
GEORGE J. CANNON and CLARON O. SPENCER, as the  
duly qualified and acting Protective Committee  
for all holders of certificates evidencing de-  
posited six percent bonds of Austin Brothers  
Association, a corporation, of the issue of  
February 1, 1929,

Plaintiffs,

vs.

AUSTIN BROTHERS ASSOCIATION, a corporation;  
ZION'S SAVINGS BANK AND TRUST COMPANY, a cor-  
poration, and GEORGE S. SPENCER, as trustees  
under the trust deed, dated February 1, 1929,  
which secured all bonds of the aforesaid issue;  
UTAH HOME FIRE INSURANCE COMPANY, a corporation;  
BENEFICIAL LIFE INSURANCE COMPANY, a corpora-  
tion; and A. FRANK BARNES, JR., as holders of  
certificates issued by said Protective Com-  
mittee under and by virtue of a 'Bondholders  
Deposit and Protective Agreement', dated  
September 21, 1932, which certificate holders  
are joined as defendants in behalf of them-  
selves and of all others similarly situated;  
and H. H. ALLEN, JR.,

Defendants.

: DECLARATORY JUDGMENT

: *Pocatello*  
: *Sept 4 - 1945*

The above entitled matter having come on regularly for hearing on Tuesday, September 4, 1945, at 2 o'clock p.m., before the Honorable Isaac McDougall, one of the judges of this court sitting without a jury in Pocatello, Idaho, Ashby D. Boyle appearing as counsel for plaintiffs and Herbert Van Dam appearing as counsel for the defendant H. H. Allen, Jr., and no one appearing on behalf of any of the defendants other than the said Allen, and it appearing from the records and files herein that on the 11 day of July, 1945 plaintiffs filed in the office of the clerk of this court their complaint herein, duly verified, and that thereafter all of the defendants were regularly served herein with summons, together with a copy of plaintiffs' said complaint, and that within the time allowed by law said Allen filed herein his verified answer admitting certain allegations of plaintiffs' complaint but denying other allegations, and that each and all of said defendants, other than said Allen, have failed to answer or otherwise

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF  
IDAHO, IN AND FOR THE COUNTY OF CARIBOU.

E. T. RALPHS, L. R. ANDERSON, ROBERT H. BURTON,  
GEORGE J. CANNON and CLARON O. SPENCER, as the  
duly qualified and acting Protective Committee  
for all holders of certificates evidencing de-  
posited six percent bonds of Austin Brothers  
Association, a corporation, of the issue of  
February 1, 1929,

Plaintiffs,

vs.

AUSTIN BROTHERS ASSOCIATION, a corporation;  
ZION'S SAVINGS BANK AND TRUST COMPANY, a cor-  
poration, and GEORGE S. SPENCER, as trustees  
under the trust deed, dated February 1, 1929,  
which secured all bonds of the aforesaid issue;  
UTAH HOME FIRE INSURANCE COMPANY, a corporation;  
BENEFICIAL LIFE INSURANCE COMPANY, a corpora-  
tion; and A. FRANK BARNES, JR., as holders of  
certificates issued by said Protective Com-  
mittee under and by virtue of a 'Bondholders  
Deposit and Protective Agreement', dated  
September 21, 1932, which certificate holders  
are joined as defendants in behalf of them-  
selves and of all others similarly situated;  
and H. H. ALLEN, JR.,

Defendants.

FINDINGS OF FACT

AND

CONCLUSIONS OF LAW

The above entitled matter having come on regularly for hearing on Tuesday, September 4, 1945, at 2 o'clock p.m., before the Honorable Isaac McDougall, one of the judges of this court sitting without a jury in Pocatello, Idaho, Ashby D. Boyle appearing as counsel for plaintiffs and Herbert Van Dam appearing as counsel for the defendant H. H. Allen, Jr., and no one appearing on behalf of any of the defendants other than the said Allen, and it appearing from the records and files herein that on the 11 day of July, 1945 plaintiffs filed in the office of the clerk of this court their complaint herein, duly verified, and that thereafter all of the defendants were regularly served herein with summons, together with a copy of plaintiffs' said complaint, and that within the time allowed by law said Allen filed herein his verified answer admitting certain allegations of plaintiffs' complaint but denying other allegations, and that each and all of said defendants, other than said Allen, have failed to answer or otherwise plead to said complaint within the time allowed by law, or at all, and

43 East Boise Meridian, comprising approximately 6200 acres.

Together with all water rights thereunto appurtenant, which said water rights include 55% of the waters heretofore used upon the above described lands comprising the so-called Lower Austin Ranch and lands heretofore sold comprising the so-called Upper Austin Ranch, and decreed to certain individual prior owners of said lands in an action brought in the District Court of Bingham County, Idaho, entitled Fred S. Stevens, et al, plaintiffs v. Eastern Idaho Water Company, et al, defendants, of record in Book 1 of Judgments, page 31, Caribou County, Idaho.

#### IV.

That after entering into said sales contract, dated May 9, 1941, said Allen made application for a loan to be secured by mortgage upon said Lower Austin Ranch and submitted in that connection an abstract of title to said premises; that after examining said abstract the loan agency to which application had been made as aforesaid asserted, and it is now contended by said Allen and by other defendants, but denied by plaintiffs, that the title to said Lower Austin Ranch and other properties acquired by the Protective Committee under its settlement with Austin Brothers Association, hereinafter more particularly referred to, is unmarketable for the reason that it cannot be determined from said Bondholders Deposit and Protective Agreement or from the title records of the various counties wherein the properties acquired by the Protective Committee as aforesaid are situate:

(a) What persons have constituted from time to time, and now constitute, the Protective Committee under said Bondholders Deposit and Protective Agreement; or

(b) Whether said Protective Committee possesses under said Bondholders Deposit and Protective Agreement, or otherwise acquired, the power to take title to said Lower Austin Ranch and other properties formerly owned by Austin Brothers Association, as well as the power to sell and convey said properties in the course of its administration; or

(c) Whether the settlement made between said Protective Committee and Austin Brothers Association on or about October 18, 1938, whereby the Association agreed to convey to the Protective Committee certain properties, including those described or referred to in paragraph II above, and the Protective Committee agreed to cause the trust deed, dated February 1, 1929, to be released of record by the trustees therein named and to cause all deposited bonds to be cancelled and destroyed, was valid; or

(d) Whether the conveyance or conveyances of property thereafter made by Austin Brothers Association to said Protective Committee were made merely as additional security on said bond issue of February 1, 1929, or on the contrary, were intended to, and did in fact, vest in

should (subject to the provisions of said agreement) be treated as the absolute holders thereof and of any and all rights represented thereby, and neither the Committee nor any depository should be affected by notice to the contrary; that the bonds deposited with the depository under said agreement should be held by the depository for account and subject to the sole control, direction, disposition and order of the Committee under the terms and conditions set forth in such agreement. That by the terms of said agreement the Committee was vested with, and the depositors of bonds and each of them did thereby assign and transfer to the Committee, the full, legal, equitable and beneficial title to all bonds deposited thereunder for the purposes thereof, and severally agreed that the Committee should be, and it was thereby, vested with every right, power and authority of whatsoever character, nature or purpose, in order to enable the Committee to carry out and perform the purposes and intent of said agreement. That the depositors, respectively, thereby agreed at any time and from time to time, on demand of the Committee, to execute any and all other transfers, assignments, authorizations and approvals required by the Committee to make effective any act, agreement or undertaking of the Committee in respect of such bonds. That it was thereby further agreed: That the Committee had, and might exercise in its discretion, all the rights and powers of the respective holders of bonds deposited thereunder; that the Committee was authorized to perform such acts as it should consider necessary or advisable in order to enforce the security for, or procure the payment of the deposited bonds; that the Committee was authorized generally to do, or cause to be done, such acts, whether under the mortgage or otherwise, as the Committee might consider advisable to procure the payment of the deposited bonds, or otherwise to protect the rights and interests of the depositors, and to do such other acts or things as might tend in the judgment of the Committee to protect the interests of the depositors and to enforce the rights and security provided by the bonds and the indenture; that the Committee might, at public or private sale, purchase, or cause to be purchased, the mortgaged premises, or any part thereof, use the deposited bonds in payment, or in part payment, of the purchase price on the sale of the mortgaged premises, or any part thereof; that the Committee might apply to the payment of any sums borrowed or procured to be advanced by it, and to the payment of its expenses, indebtedness, obligations or liabilities, any sums collected by the Committee upon the deposited bonds or on account of any other property acquired by or on behalf of the Committee, or on the proceeds thereof; that the deposited bonds and all property purchased or acquired by or on behalf of the Committee, and all proceeds or collections on account of the same, should be charged with the payment of indebtedness, obligations and liabilities of the Committee, and of all of its expenses; that depositors should be permitted to withdraw at any time any bond or bonds deposited by them, but such withdrawal should be subject to any action taken by the Committee under said agreement with respect to said bonds or properties prior to such withdrawal;

(g) That in due course thereafter the holders of all outstanding bonds of said issue of February 1, 1929, deposited their respective bonds with Zion's Savings Bank and Trust Company, as depository, under and pursuant to said Bondholders Deposit and Protective Agreement, and became bound thereby. and there was issued

as inducement for, such conveyance and relinquishment by said Austin Brothers Association the Committee agreed to cause the trustees named in said trust deed to release the same of record and to cause all deposited bonds to be cancelled and destroyed; that thereafter said trust deed was duly released of record and the entire issue of said bonds was lawfully cancelled and destroyed, as agreed;

(j) That as originally constituted, said Protective Committee consisted of E. T. Ralphs, Frank E. Bagley, J. M. MacFarlane, Arthur E. Moreton and William McEwan. Nevertheless, succession in membership of said Committee has occurred as follows: About October 14, 1936, Lewis R. Anderson was duly appointed to succeed Arthur E. Moreton, resigned; about November 13, 1936, Robert H. Burton was duly appointed to succeed Frank E. Bagley upon the latter's death; about May 25, 1938, George J. Cannon was duly appointed to succeed James M. MacFarlane upon the latter's death; and about March 15, 1945, Claron O. Spencer was duly appointed to succeed William McEwan upon the latter's death; that at present said Committee consists of E. T. Ralphs, L. R. Anderson, Robert H. Burton, George J. Cannon and Claron O. Spencer;

(k) That in the course of the Protective Committee's administration it has made sales of the properties acquired by it in the settlement with Austin Brothers Association, including said Lower Austin Ranch, and from the proceeds of sale has paid liquidating dividends to certificate holders as follows:

|                    |   |     |                                |
|--------------------|---|-----|--------------------------------|
| November 9, 1939   | - | 10% | of face amount of certificate. |
| September 16, 1940 | - | 5%  | of face amount of certificate. |
| December 14, 1940  | - | 7%  | of face amount of certificate. |
| December 18, 1941  | - | 8%  | of face amount of certificate. |
| October 7, 1942    | - | 34% | of face amount of certificate. |
| January 20, 1943   | - | 8%  | of face amount of certificate. |
| December 11, 1943  | - | 9%  | of face amount of certificate. |
| April 2, 1945      | - | 7%  | of face amount of certificate. |

Total paid to date - 88%

That each time as payment of a dividend was planned, the Committee has required all holders of certificates to present the same for endorsement of the dividend, and in every case endorsement of the dividend paid has been made upon the certificate before its return to holder.

## VI.

That the foregoing facts in relation to the Protective Committee's administration were communicated by it to all certificate holders as liquidating dividends were paid.

## VII.

That while said Bondholders Protective Agreement does not expressly grant to the Protective Committee power to acquire, sell, or convey property in the course of their administration, still such powers were intended to be given: that the holders of all certificates evidence

Together with all water rights thereunto appurtenant, which said water rights include 55% of the waters heretofore used upon the above described lands comprising the so-called Lower Austin Ranch and lands heretofore sold comprising the so-called Upper Austin Ranch and decreed to certain individual prior owners of said lands in an action brought in the District Court of Bingham County, Idaho, entitled Fred S. Stevens, et al, plaintiffs v. Eastern Idaho Water Company, et al, defendants, of record in Book 1 of Judgments, page 31, Caribou County, Idaho.

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs and assigns forever. And the said Grantors for themselves, their successors and assigns, do hereby covenant and agree with the said Grantee, his heirs, executors, administrators and assigns, that Grantors have not done or committed any act or thing whereby the said premises now are or at any time hereafter shall be impeached, charged or encumbered in any manner whatsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as members of said Deposit and Protective Committee the 14 day of July, 1945.

E. T. Ralphs (Seal)

L. R. Anderson (Seal)

(\$68.20 I. R. Stamps affixed and cancelled)

Robert H. Burton (Seal)

Geo. J. Cannon (Seal)

Claron O. Spencer (Seal)  
As Members of said Deposit and Protective Committee

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 14th day of July, in the year 1945, before me, Grant Jensen, a Notary Public in and for the above County and State, personally appeared George J. Cannon, Claron O.

to be the persons whose names are subscribed to

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

Preston R. Allen  
Connie W. Allen  
Roland R. Allen  
Margaret V. Allen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO }  
County of Caribou } ss.

On November 11, 1971, before me personally appeared

Preston R. Allen, Connie W. Allen, Roland R. Allen, and Margaret V. Allen,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

Leonard O. Kingsford  
NOTARY PUBLIC

My Commission Expires August 14, 1973

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me personally appeared

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

That by reason of their having accepted the benefits of the Protective Committee's administration with knowledge of the settlement with Austin Brothers Association, the acquisition of said ranches and other properties, the surrender and execution of all bonds of said issue of February 1, 1929, the releasing of said trust deed securing said bonds and the sale of said properties, as well as by reason of their having requested in plaintiffs' construction of the terms of said Protective Agreement, all of said certificate holders and all beneficiaries of the agreement should be precluded from denying and are estopped to deny the correctness of such construction or the validity of plaintiffs' administration and sales of said properties.

That from the language used in the Bondholders Deposit and Protective Agreement, dated September 21, 1932, power on the part of the persons who from time to time comprise the Protective Committee or the persons who from time to time comprise the Protective Committee thereunder to acquire, sell and convey property in the course of their administration is clearly to be implied.

NO. 9 STATION TO AVT

That the defendants and each of them are estopped and precluded from denying the correctness of the construction or the validity of plaintiffs' regulation and rates of said properties.

of said certificate holders arise out of the same facts and trans-  
actions, and there is among them a community of interest; that for  
the foregoing reasons these certificate holders, so-wit: Utah Home  
Life Insurance Company, Beneficial Life Insurance Company and A. Frank  
Hartner, Jr., have been named as defendants in their own right and as  
representatives of the rights and interests of all beneficiaries as a  
class.

10

Protective Agreement dated September 21, 1932, and (b) in relation to said Committee's title to the properties acquired in the course of its administration and later sold.

II.

That plaintiffs are the duly appointed, qualified and acting Protective Committee for all holders of certificates evidencing deposited six percent bonds of Austin Brothers Association of the issue of February 1, 1929; that during all times mentioned in said complaint the defendants Austin Brothers Association and Zion's Savings Bank and Trust Company were, and now are, corporations duly organized under and existing by virtue of the laws of the state of Utah and authorized to do business in the state of Idaho by virtue of having complied with all provisions of the constitution and laws of the state of Idaho relating to foreign corporations doing business in the state of Idaho; that during all of said times the defendants Utah Home Fire Insurance Company and Beneficial Life Insurance Company were, and now are, corporations duly organized under and existing by virtue of the laws of the state of Utah and authorized to do business in the state of Idaho by virtue of having complied with all provisions of the constitution and laws of the state of Idaho relating to foreign insurance corporations doing business in the state of Idaho; that the defendant George S. Spencer is a resident of Salt Lake City, Utah; that said Zion's Savings Bank and Trust Company and said George S. Spencer were, respectively, the corporate trustee and the individual trustee under the trust deed, dated February 1, 1929 which secured all bonds herein mentioned; that the defendant A. Frank Barnes, Jr., is a resident of Salt Lake County, Utah; that the defendant H. H. Allen, Jr., is a resident of Caribou County, Idaho.

III.

That subject only to the rights of the defendant H. H. Allen, Jr., as purchaser under a sales contract in writing, dated May 9, 1941, which contract is now in force and effect, plaintiffs, as a Protective Committee for all holders of certificates evidencing deposited six percent bonds of Austin Brothers Association of the issue of February 1, 1929, are the owners, and entitled to the possession, of the following described real property in Caribou County, Idaho, to-wit:

The South half of Section 9; all of Section 12, the West half of the Northeast quarter, the West half of the Southeast quarter and the West half of Section 15; the Northeast quarter, the North half of the Southeast quarter, the North half of the Southwest quarter, the South half of the Northwest quarter of Section 25; the South half of Section 26; the South half of Section 27; the South half and the South half of the North half of Section 33; the Northwest quarter and the North half of the Southwest quarter of Section 34; the Northeast quarter, and the East half of the Southeast quarter of Section 34; the West half of Section 35; the Northeast quarter, and the North

# FIELD AMENDMENT FORM

For Individuals:

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

Signature of Claimant(s): \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

For Organizations:

I do solemnly swear or affirm that I am Partner of  
Preston R Allen & Sons, that I have signed the foregoing  
 Organization  
 document in the space below as Partner of  
Preston R Allen & Sons and that the statements contained in the  
 Organization  
 foregoing document are true and correct.

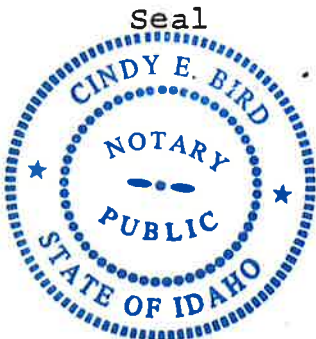
Kent B. Allen  
 Signature of Authorized Agent

Partner  
 Title and Organization

6-22-05  
 Date

State of Idaho )  
 County of Bannock ) SS.

Subscribed and sworn (or affirmed) before me this 22<sup>nd</sup> day  
 of June 20 05  
Cindy E. Bird  
 Notary Public

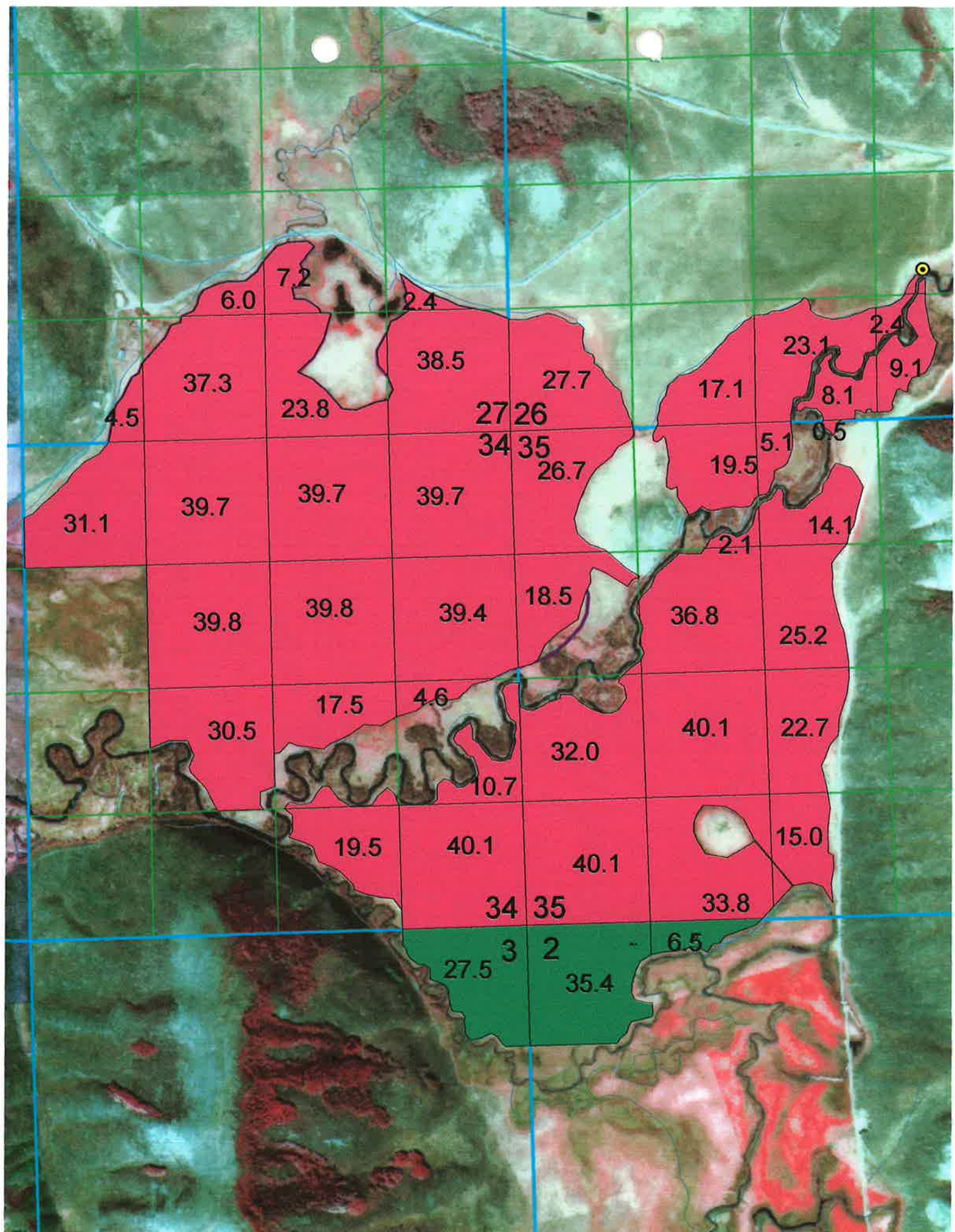


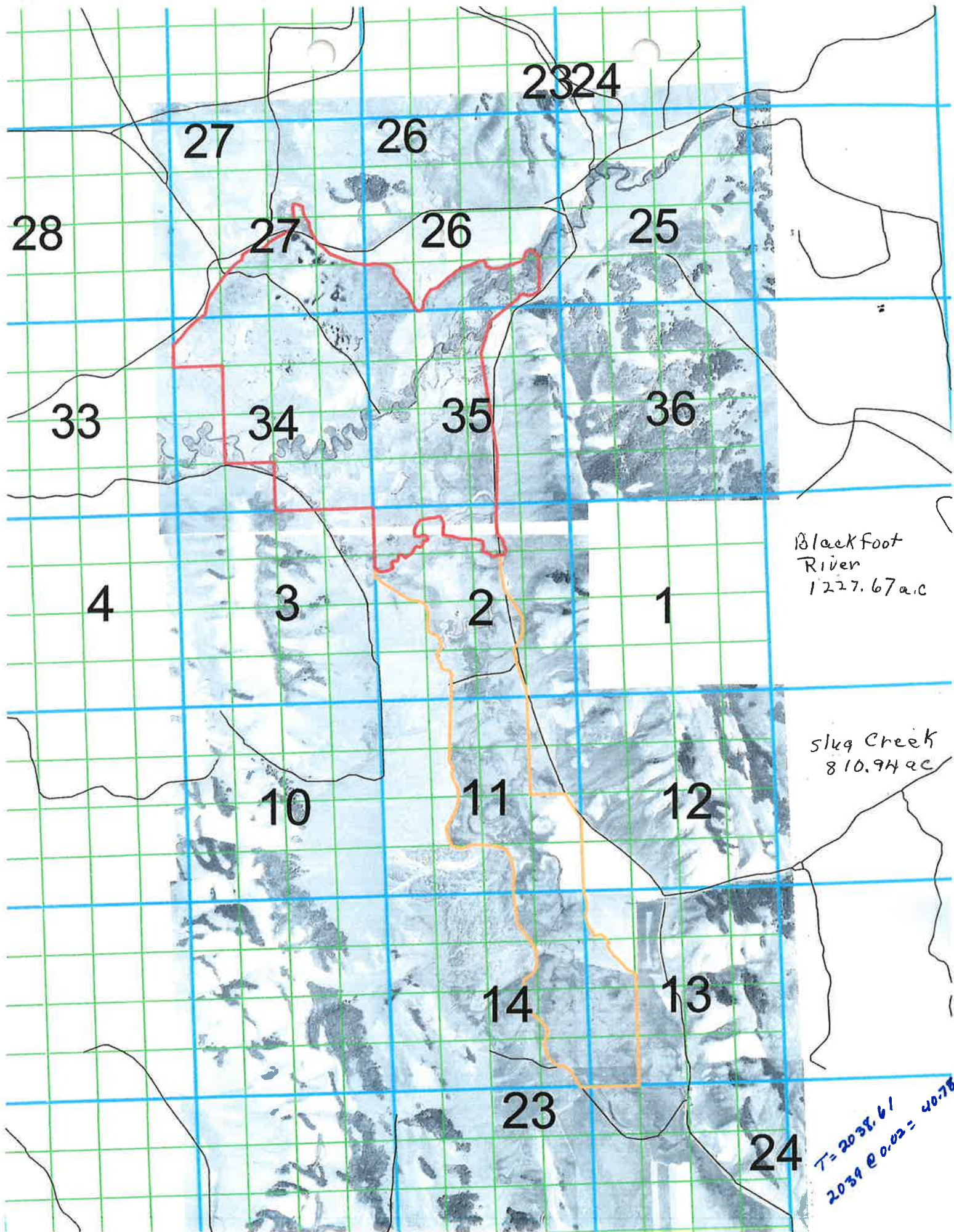
Residing at Lava Hot Springs  
 My Commission Expires May 1, 2007



*Handwritten:* Land Acres

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| 2.7  | 480 |
| 2.8  | 420 |
| 2.9  | 360 |
| 3.0  | 300 |
| 3.1  | 240 |
| 3.2  | 180 |
| 3.3  | 120 |
| 3.4  | 60  |
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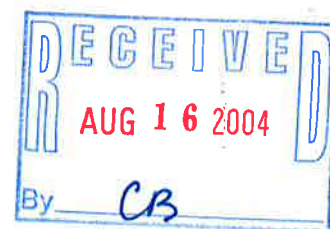
06-04-03

USDA-FSA

40

NAIP03

06011-153





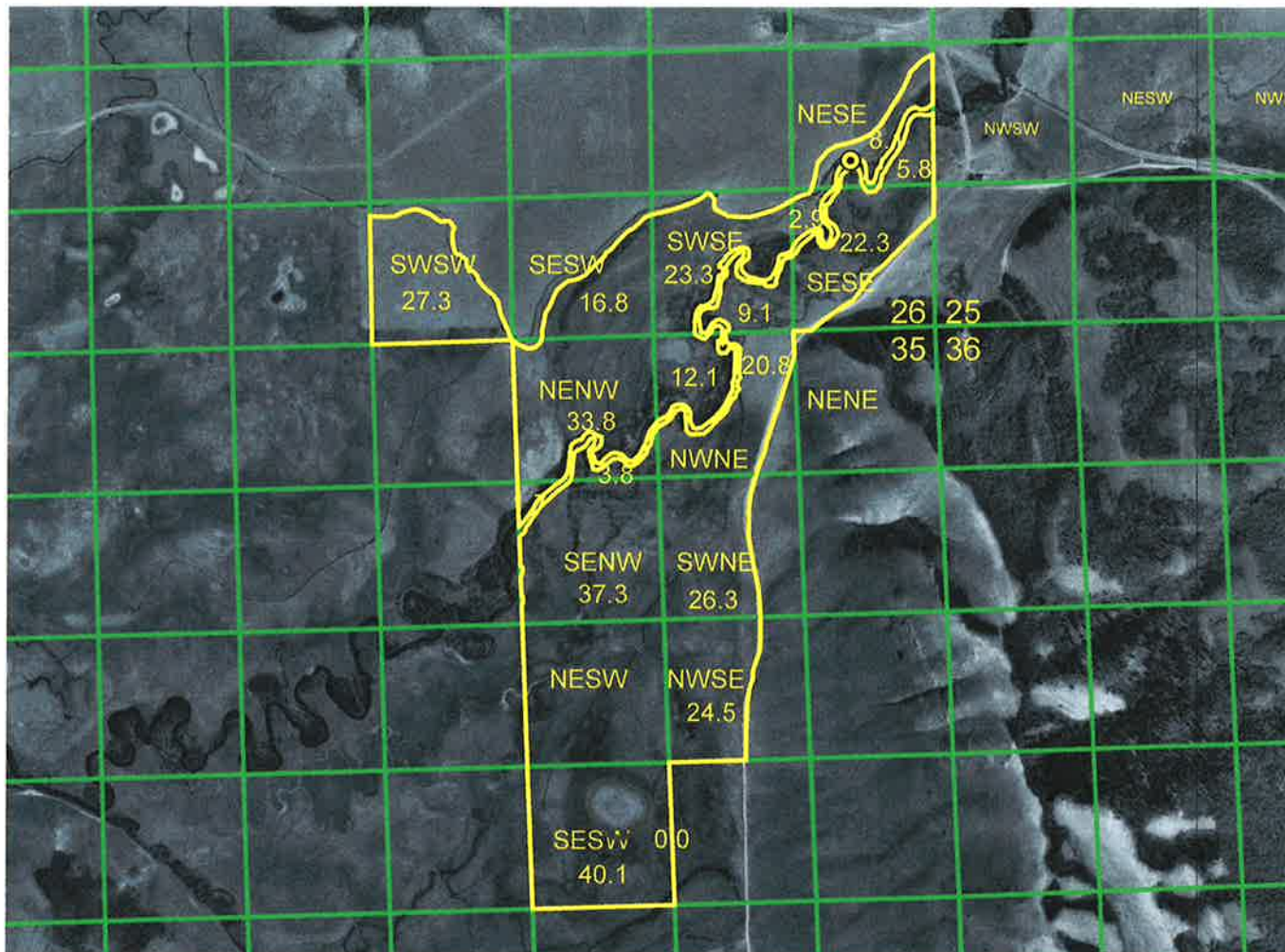
# STATE OF IDAHO

Department of Water Resources

Eastern Region



## Water Right(s) 27-11016



800 0 800 1600 Feet



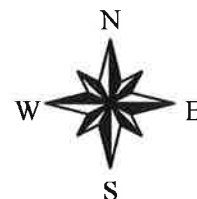
### LEGEND

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

Place of Use: T7S, R43E:  
(part of) Sec. 25, SWSW, SESW,  
NESE, SWSE, SESE.  
(part of) Sec. 35, NWNE, SWNE,  
NENW, SENW, NESW,  
SESW, NWSE.

Point(s) of Diversion: T7S, R43E:  
Sec. 26, SENESE

IRRIGATED ACRES



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

2493

WARRANTY DEED

THIS INDENTURE made this 3rd day of August, 1959, between Preston Allen and Connie W. Allen, husband and wife, of Soda Springs, Caribou County, Idaho, Grantors, and CENTRAL FARMERS FERTILIZER COMPANY, a corporation, of Montpelier, Bear Lake County, Idaho, Grantee.

WITNESSETH: That the said Grantors, for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$7,520.00), do by these presents grant, bargain, sell, convey and confirm unto the said Grantee and its assigns forever, all that certain real estate lying and being in the County of Caribou, State of Idaho, and bounded and particularly described as follows, to-wit:

North One half of Section 12, Township 7 South, Range 43 East Boise Meridian.

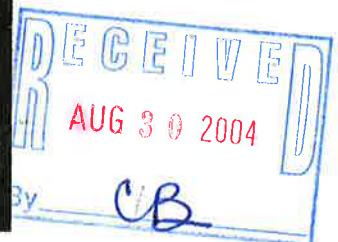
TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said grantee and to its successors and assigns forever, and the said grantors and their heirs, warrant the said premises in the quiet and peaceable possession of the said Grantee, its successors and assigns against the grantors and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

Reserving and excepting therefrom all oil, gas and all other minerals.

LAW OFFICES  
O. R. BAUM  
POCATELLO, IDAHO

RUBY Y. BROWN  
ASSOCIATE



IN WITNESS WHEREOF, the grantors have executed this conveyance the day and year first above written.

Preston Allen  
Connie W. Allen

STATE OF IDAHO )  
COUNTY OF CARIBOU ) ss

On this 4th day of Sept., 1959, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Preston Allen and Connie W. Allen, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Paul L. Tipton  
NOTARY PUBLIC for Idaho, residing  
at Soda Springs, Idaho.

(SEAL)

43284



STATE OF IDAHO ) ss  
County of Caribou )  
I hereby certify that this instrument was filed for record at the request of  
Edward Krugger at 11:40 o'clock Am  
this 10 day of September, 1959 in my office and duly  
recorded in Book 42 of Deeds  
at page 21  
By Darwin Dupin Ex-Officio Recorder  
Notary Public Fee \$ 1.20



2493

WARRANTY DEED

THIS INSTRUMENT made this 27th day of August, 1959,  
between Roland E. Allen and Margaret V. Allen, husband and wife,  
of Soda Springs, Caribou County, Idaho, Grantors, and CENTRAL  
FARMERS FERTILIZER COMPANY, a corporation, of Montpelier,  
Bear Lake County, Idaho, Grantee.

WITNESSETH: That the said Grantors, for and in  
consideration of the sum of SEVEN THOUSAND FIVE HUNDRED TWENTY  
and NO/100 DOLLARS (\$7,520.00) do by these presents grant,  
bargain, sell, convey and confirm unto the said Grantee and  
its assigns forever, all that certain real estate lying and  
being in the County of Caribou, State of Idaho, and bounded  
and particularly described as follows, to-wit:

South One half of Section 12, Township  
7 South, Range 43 East Boise Meridian.

TOGETHER with all and singular the tenements, herelli-  
taments, and appurtenances thereunto belonging, or in any wise  
appertaining, and the reversion and reversions, remainder and  
remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the above men-  
tioned and described premises, together with the appurtenances,  
unto the said Grantee and to its successors and assigns forever,  
and the said Grantors and their heirs warrant the said premises  
in the quiet and peaceable possession of the said Grantee, its  
successors and assigns, against the grantors and their heirs  
and against all and every person and persons whomsoever law-  
fully claiming or to claim the same, and shall and will warrant  
and by these presents forever defend.

Reserving and excepting therefrom all oil, gas and  
all other minerals.

LAW OFFICES  
O. R. BAUM  
POCATELLO, IDAHO

RUBY Y. BROWN  
ASSOCIATE



IN WITNESS WHEREOF, the signers have executed  
this conveyance to wit in their first above written.

Richard L. Brown  
Margaret C. Brown

STATE OF IDAHO )  
COUNTY OF CARBON ) ss

On this 4<sup>th</sup> day of Sept, 1968, before  
me, the undersigned, a Notary Public in and for said  
County of Carbon, personally appeared ROLAND C. ALLEN  
and MARGARET C. ALLEN, husband and wife, known to me  
to be the persons whose names are subscribed to the within  
instrument, and acknowledged to me that they executed the  
same.

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

Paul H. Tipton  
NOTARY PUBLIC for Idaho, residing  
at Soda Springs, Idaho

(SEAL)

43283

STATE OF IDAHO ) ss  
County of Carbon )  
I hereby certify that this instrument was filed for record at the request of  
Richard L. Brown at 11:35 o'clock A.M.  
this 10 day of September, 1968 in my office and duly  
recorded in Book 42 of Deeds  
at page 2  
By L. Ray Davis Ex Officio Recorder  
Deputy Dorothy Dupuis Fee \$ 1.20



WARRANTY DEED

THIS INDENTURE, made this 3rd day of August, 1929,  
between CENTRAL FARMERS FERTILIZER COMPANY, a corporation, of Montpelier,  
Bear Lake County, Idaho, GRANTOR, and the UNITED STATES OF AMERICA, GRANTEE.

WITNESSETH, that the said Grantor, for and in consideration of  
the exchange therefor of not exceeding an equal value of national forest  
land as authorized by the act of March 20, 1922 (42 Stat. 465), as amended,  
does by these presents grant, bargain, sell, convey and confirm unto the  
said Grantee and its assigns forever, all the certain lot, piece or parcel  
of land situate, lying and being in the County of Caribou, State of Idaho,  
and bounded and particularly described as follows, to-wit:

Section 12, T. 7S., R. 43E., Boise Base & Meridian,  
containing 640 acres of land, more or less.

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

TO HAVE AND TO HOLD all and singular the above mentioned and  
described premises, together with the appurtenances, unto the said grantee  
and to its successors and assigns forever, and the said grantors and their  
heirs, the said premises in the quiet and peaceable possession of the said  
grantee, its successors and assigns against the grantors and their heirs and  
against all and every person and persons whosoever lawfully claimed or to  
claim the same, shall and will WARRANT and by these presents forever DEFEND.

Reserving and excepting therefrom all oil, gas and all other minerals.

SUBJECT FURTHER to a right of way 66-feet in width lying equally on  
each side of the centerline of the Georgetown Canyon Road, as said road is  
now established on the ground.

IN WITNESS WHEREOF, the grantor has executed this conveyance the  
day and year first above written.

CENTRAL FARMERS FERTILIZER COMPANY

By Joseph J. Santos  
Title Grantor

(SEAL)

ATTEST:

E. E. Randall  
Secretary



### ACKNOWLEDGEMENT

STATE OF ILLINOIS ) ss.  
County of COOK )

On this 3rd day of August, in the year 1959,  
before me HELEN FERGUSON, Notary Public, personally appeared  
JOS. J. LANTIER, known to me (~~or proved to me on the oath of~~  
), to be the President  
of the corporation that executed the instrument or the person who executed  
the instrument on behalf of said corporation, and acknowledged to me that  
such corporation executed the same.

Notary Public  
Residing in La Grange, Illinois

My commission expires:  
May 13, 1961

43285



STATE OF IDAHO { SS  
County of Caribou }

I hereby certify that this

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

Leonard Kinsford at 11:45 o'clock A.M.

this 10 day of September, 1959 in my office and duly

recorded in Book 42 of Deeds

et page 2 Rue Denis

Ex-Officio Recorder

By Debra J. Dugan Deputy Fee \$ 120

RECEIVED

AUG 30 2004



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

May 26, 1999

ALLEN ROLAND  
2020 CONANT AVE  
BURLEY ID 83318

RE: CHANGE OF ADDRESS FOR A27-00045, A27-04156,  
A27-04157, A27-11016, A27-11018, A27-11331,  
A27-11332, A27-11333 & A27-11334

Dear Mr. Roland:

It has come to our attention that your address may have recently changed. The address currently recorded on the above referenced water right(s) is as follows:

Allen Roland  
Land & Livestock  
1910 Oakley Ave  
Burley Id 83318

We recommend if, in fact, the address in question has been changed, you file a "Change in Address" with this department in order that we may send all further correspondence to the appropriate address.

Enclosed is a Change in Address form. Please fill out the form completely, sign and date it and return it to my attention.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Autumn Jones  
Records Clerk

Enclosure(s)

COPY



State of Idaho

# DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

~~CECIL D. ANDRUS~~ Phil Batt  
Governor

R. KEITH HIGGINSON  
Director

## CHANGE IN ADDRESS OF THE NOTICE OF CLAIM IN THE SNAKE RIVER BASIN ADJUDICATION

[ ] Water Right Number(s): A27-00045, -04156, -11331, -11332, 84157

-11333, -11334, -11016, -11018

DE 3-30-95-JK

RECEIVED

MAR 23 1995

[ ] Old Mailing Address:

Donna  
Essen  
Director

[ ] New Mailing Address:

ROLAND ALLEN LAND & LIVESTOCK  
1910 OAKLEY AVE  
BURLEY, IDAHO 83318

[ ] New Telephone Number: (208) 678-4844

[ ] Signature of Claimant(s): [Signature]

Date: 3/20/95

For IDWR use only:

Initial Review and Data Entry

Date: 3-27-95 By: KKC

Further Action Taken

Date: 3-27-95 By: KKC

Final Review and Data Entry

Date: By:

Further Action Needed:

send to Eastern for their use.

MICROFILMED

NOV 18 1996

| Sourcedate | Tr     | Trs      | Trsq         | Acres |
|------------|--------|----------|--------------|-------|
| 1998       | 07S43E | 07S43E26 | 07S43E26SESE | 9.1   |
| 1998       | 07S43E | 07S43E26 | 07S43E26SWSE | 8.1   |
| 1998       | 07S43E | 07S43E35 | 07S43E35NWNE | 0.5   |
| 1998       | 07S43E | 07S43E26 | 07S43E26NESE | 0.2   |
| 1998       | 07S43E | 07S43E27 | 07S43E27NWSE | 7.2   |
| 1998       | 07S43E | 07S43E27 | 07S43E27NESW | 6.0   |
| 1998       | 07S43E | 07S43E27 | 07S43E27NESE | 2.4   |
| 1998       | 07S43E | 07S43E27 | 07S43E27SWSW | 4.5   |
| 1998       | 07S43E | 07S43E27 | 07S43E27SESE | 38.5  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NWNE | 39.7  |
| 1998       | 07S43E | 07S43E26 | 07S43E26SWSW | 27.7  |
| 1998       | 07S43E | 07S43E27 | 07S43E27SWSE | 23.8  |
| 1998       | 07S43E | 07S43E35 | 07S43E35NWNW | 26.7  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NENW | 39.7  |
| 1998       | 07S43E | 07S43E34 | 07S43E34SWNW | 0.0   |
| 1998       | 07S43E | 07S43E27 | 07S43E27SESW | 37.3  |
| 1998       | 07S43E | 07S43E34 | 07S43E34SWNE | 39.8  |
| 1998       | 07S43E | 07S43E34 | 07S43E34SENW | 39.8  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NENE | 39.7  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NWNW | 31.1  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NESE | 4.6   |
| 1998       | 07S43E | 07S43E34 | 07S43E34NWSE | 17.5  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NESW | 30.5  |
| 1998       | 07S43E | 07S43E35 | 07S43E35SWNW | 18.5  |
| 1998       | 07S43E | 07S43E34 | 07S43E34SENE | 39.4  |
| 1998       | 07S43E | 07S43E35 | 07S43E35NENW | 2.1   |
| 1998       | 07S43E | 07S43E35 | 07S43E35NWNE | 14.1  |
| 1998       | 07S43E | 07S43E35 | 07S43E35SWSW | 40.1  |
| 1998       | 07S43E | 07S43E35 | 07S43E35SENW | 36.8  |
| 1998       | 07S43E | 07S43E35 | 07S43E35NESW | 40.1  |
| 1998       | 07S43E | 07S43E35 | 07S43E35NWSW | 32.0  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NESE | 10.7  |
| 1998       | 07S43E | 07S43E34 | 07S43E34NWSE | 2.4   |
| 1998       | 07S43E | 07S43E35 | 07S43E35SWSE | 15.0  |
| 1998       | 07S43E | 07S43E35 | 07S43E35SESW | 33.8  |
| 1998       | 07S43E | 07S43E35 | 07S43E35SWNE | 25.2  |
| 1998       | 07S43E | 07S43E35 | 07S43E35SWNW | 0.4   |
| 1998       | 07S43E | 07S43E35 | 07S43E35NWSE | 22.7  |
| 1998       | 07S43E | 07S43E34 | 07S43E34SESE | 40.1  |
| 1998       | 07S43E | 07S43E34 | 07S43E34SWSE | 19.5  |
| 1998       | 07S43E | 07S43E26 | 07S43E26SESE | 2.4   |
| 1998       | 07S43E | 07S43E26 | 07S43E26SWSE | 23.1  |
| 1998       | 07S43E | 07S43E35 | 07S43E35NENW | 19.5  |
| 1998       | 07S43E | 07S43E26 | 07S43E26SESW | 17.1  |
| 1998       | 07S43E | 07S43E35 | 07S43E35NWNE | 5.1   |
| 1998       | 07S43E | 07S43E26 | 07S43E26NESE | 0.4   |

| Shape   | Id | Area       | Perimeter | Township | Range | Sec | Qq   | Legalacres | Source |
|---------|----|------------|-----------|----------|-------|-----|------|------------|--------|
| Polygon | 0  | 36760.806  | 1099.933  | 07S      | 43E   | 26  | SESE | 40.00      | GCDB   |
| Polygon | 0  | 32593.684  | 1065.582  | 07S      | 43E   | 26  | SWSE | 40.00      | GCDB   |
| Polygon | 0  | 1896.457   | 199.502   | 07S      | 43E   | 35  | NWNE | 40.00      | GCDB   |
| Polygon | 0  | 976.533    | 140.864   | 07S      | 43E   | 26  | NESE | 40.00      | GCDB   |
| Polygon | 0  | 29300.364  | 878.390   | 07S      | 43E   | 27  | NWSE | 40.00      | GCDB   |
| Polygon | 0  | 24223.813  | 790.173   | 07S      | 43E   | 27  | NESW | 40.00      | GCDB   |
| Polygon | 0  | 9709.035   | 621.949   | 07S      | 43E   | 27  | NESE | 40.00      | GCDB   |
| Polygon | 0  | 18057.537  | 660.080   | 07S      | 43E   | 27  | SWSW | 40.00      | GCDB   |
| Polygon | 0  | 155851.341 | 1543.330  | 07S      | 43E   | 27  | SESE | 40.00      | GCDB   |
| Polygon | 0  | 160625.374 | 1603.169  | 07S      | 43E   | 34  | NWNE | 40.00      | GCDB   |
| Polygon | 0  | 111906.887 | 1412.211  | 07S      | 43E   | 26  | SWSW | 40.00      | GCDB   |
| Polygon | 0  | 96421.530  | 2007.748  | 07S      | 43E   | 27  | SWSE | 40.00      | GCDB   |
| Polygon | 0  | 108100.064 | 1640.970  | 07S      | 43E   | 35  | NWNW | 40.00      | GCDB   |
| Polygon | 0  | 160716.686 | 1603.633  | 07S      | 43E   | 34  | NENW | 40.00      | GCDB   |
| Polygon | 0  | 0.013      | 64.202    | 07S      | 43E   | 34  | SWNW | 40.00      | GCDB   |
| Polygon | 0  | 150881.848 | 1534.535  | 07S      | 43E   | 27  | SESW | 40.00      | GCDB   |
| Polygon | 0  | 161213.649 | 1606.082  | 07S      | 43E   | 34  | SWNE | 40.00      | GCDB   |
| Polygon | 0  | 161204.025 | 1606.041  | 07S      | 43E   | 34  | SENE | 40.00      | GCDB   |
| Polygon | 0  | 160519.869 | 1602.645  | 07S      | 43E   | 34  | NENE | 40.00      | GCDB   |
| Polygon | 0  | 125980.882 | 1459.483  | 07S      | 43E   | 34  | NWNW | 40.00      | GCDB   |
| Polygon | 0  | 18771.488  | 781.682   | 07S      | 43E   | 34  | NESE | 40.00      | GCDB   |
| Polygon | 0  | 70924.552  | 1186.226  | 07S      | 43E   | 34  | NWSE | 40.00      | GCDB   |
| Polygon | 0  | 123402.674 | 1574.420  | 07S      | 43E   | 34  | NESW | 40.00      | GCDB   |
| Polygon | 0  | 74710.087  | 1419.561  | 07S      | 43E   | 35  | SWNW | 40.00      | GCDB   |
| Polygon | 0  | 159625.528 | 1579.562  | 07S      | 43E   | 34  | SENE | 40.00      | GCDB   |
| Polygon | 0  | 8625.783   | 568.521   | 07S      | 43E   | 35  | NENW | 40.00      | GCDB   |
| Polygon | 0  | 56873.277  | 1153.828  | 07S      | 43E   | 35  | NWNE | 40.00      | GCDB   |
| Polygon | 0  | 162306.626 | 1611.506  | 07S      | 43E   | 35  | SWSW | 40.00      | GCDB   |
| Polygon | 0  | 148781.020 | 1529.724  | 07S      | 43E   | 35  | SENE | 40.00      | GCDB   |
| Polygon | 0  | 162232.931 | 1611.159  | 07S      | 43E   | 35  | NESW | 40.00      | GCDB   |
| Polygon | 0  | 129633.136 | 1780.379  | 07S      | 43E   | 35  | NWSW | 40.00      | GCDB   |
| Polygon | 0  | 43414.376  | 1666.678  | 07S      | 43E   | 34  | NESE | 40.00      | GCDB   |
| Polygon | 0  | 9856.693   | 873.079   | 07S      | 43E   | 34  | NWSE | 40.00      | GCDB   |
| Polygon | 0  | 60635.522  | 1386.436  | 07S      | 43E   | 35  | SWSE | 40.00      | GCDB   |
| Polygon | 0  | 136981.581 | 2326.674  | 07S      | 43E   | 35  | SESW | 40.00      | GCDB   |
| Polygon | 0  | 102116.576 | 1395.763  | 07S      | 43E   | 35  | SWNE | 40.00      | GCDB   |
| Polygon | 0  | 1759.265   | 366.834   | 07S      | 43E   | 35  | SWNW | 40.00      | GCDB   |
| Polygon | 0  | 91850.374  | 1302.611  | 07S      | 43E   | 35  | NWSE | 40.00      | GCDB   |
| Polygon | 0  | 162392.158 | 1611.925  | 07S      | 43E   | 34  | SESE | 40.00      | GCDB   |
| Polygon | 0  | 78941.949  | 1289.822  | 07S      | 43E   | 34  | SWSE | 40.00      | GCDB   |
| Polygon | 0  | 9542.644   | 512.589   | 07S      | 43E   | 26  | SESE | 40.00      | GCDB   |
| Polygon | 0  | 93596.593  | 1654.279  | 07S      | 43E   | 26  | SWSE | 40.00      | GCDB   |
| Polygon | 0  | 79104.776  | 1218.023  | 07S      | 43E   | 35  | NENW | 40.00      | GCDB   |
| Polygon | 0  | 69317.530  | 1181.217  | 07S      | 43E   | 26  | SESW | 40.00      | GCDB   |
| Polygon | 0  | 20759.832  | 652.309   | 07S      | 43E   | 35  | NWNE | 40.00      | GCDB   |
| Polygon | 0  | 1492.717   | 185.056   | 07S      | 43E   | 26  | NESE | 40.00      | GCDB   |

Analysis of decrees for Upper and Lower Austin Ranches  
Division 55% Allen lower and 45 % Upper Ranch kept by Austin Brothers.

| W/R # | NAME                | INCHES | CFS   | PRIORITY   | SOURCE                  | ALLEN SPLIT |        |        |         |            | A.J. CLAIMS |          | BEAR LAKE<br>GRAZING |
|-------|---------------------|--------|-------|------------|-------------------------|-------------|--------|--------|---------|------------|-------------|----------|----------------------|
|       |                     |        |       |            |                         | ALLEN       | AUSTIN | ROLAND | PRESTON | DIFFERENCE | ROLAND      | PRESTON  |                      |
| 27-32 | W. W. RITER         | 560    | 11.2  | 7-23-1885  | BLACKFOOT RIVER         | 560         |        |        |         |            | 27-11016    |          |                      |
| 27-33 | THOMAS G. WEBER     | 480    | 9.6   | 7-23-1885  | BLACKFOOT RIVER         | 480         |        |        |         |            |             |          |                      |
| 27-36 | H. R. & SARAH LEWIS | 160    | 3.2   | 3-1-1886   | BLACKFOOT RIVER         | 160         |        |        |         |            |             |          |                      |
| 27-42 | F. LITTLE           | 240    | 4.8   | 10-4-1886  | BLACKFOOT RIVER         | 240         |        | 1.3    | 1.3     | 2.2        |             | 27-10096 | 27-42 ✓              |
| 27-43 | CHARLES S. BURTON   | 240    | 4.8   | 10-4-1886  | BLACKFOOT RIVER         | 240         |        |        | 4.0     | 0.8        |             | 27-10096 |                      |
| 27-44 | JOHN SHARP SR.      | 320    | 6.4   | 11-1-1886  | BLACKFOOT RIVER         | 320         |        |        |         |            | 27-11016    |          |                      |
| 27-45 | F.W. JENNINGS       | 400    | 8     | 11-1-1886  | BLACKFOOT RIVER         | 400         |        | 8.0    |         | 0          | 27-45, 45A  |          |                      |
| 27-18 | H.R. LEWIS          | 100    | 2     | 3-1-1875   | BLACKFOOT RIVER         | 100         |        |        |         |            |             |          |                      |
| 27-59 | W.H. ROWE           | 560    | 11.2  | 10-11-1886 | CANON VIEW CREEK        |             | 560    |        |         |            |             |          | 27-11273             |
| 27-60 | JAMES SHARP         | 560    | 11.2  | 10-4-1886  | DIAMOND CREEK           |             | 560    |        |         |            |             |          | 27-11269             |
| 27-61 | JAMES F. LITTLE     | 560    | 11.2  | 10-11-1886 | DIAMOND CREEK           |             | 560    |        |         |            |             |          | 27-11269             |
| 27-62 | CHARLES S. BURTON   | 200    | 4     | 10-11-1886 | DIAMOND CREEK           |             | 200    |        |         |            |             |          | 27-11269             |
| 27-63 | W. W. RITER         | 320    | 6.4   | 10-4-1886  | HOME SPRING CREEK       | 320         |        | 8      | 3.6     | -5.2       | 27-11016    | 27-10096 | 27-11275 ✓           |
| 27-64 | JAMES SHARP         | 320    | 6.4   | 10-17-1886 | HOME SPRING CREEK       | 320         |        |        | 6.4     | 0          |             |          | 27-11275 ✓           |
| 27-65 | ELIAS A. SMITH      | 568    | 11.36 | 10-17-1886 | WEST SPRING CREEK       | 568         |        |        |         |            |             |          | 27-85 ✓              |
| 27-66 | W. W. RITER         | 320    | 6.4   | 10-11-1886 | LANE CREEK              |             | 320    | 8      | 3.6     |            | 27-11016 ✓  | 27-66A ✓ | 27-11271             |
| 27-67 | HENRY DINWOODY      | 400    | 8     | 10-11-1886 | LANE CREEK              |             | 400    |        |         |            |             |          | 27-11271             |
| 27-68 | JOSEPH JENNINGS     | 560    | 11.2  | 10-11-1886 | LANE CREEK              |             | 560    |        |         |            |             |          | 27-11271             |
| 27-69 | HEBER M. WELLS      | 640    | 12.8  | 10-11-1886 | LANE CREEK              |             | 640    |        |         |            |             |          | 27-11271             |
| 27-70 | JOHN SHARP SR.      | 284    | 5.68  | 10-17-1886 | LANE CREEK              |             | 284    | 5.68   |         |            | 27-11016 ✓  | 27-70A ✓ | 27-11271             |
| 27-86 | GEORGE ROMENY       | 610    | 12.2  | 10-11-1886 | LAKE, PALE & DALE CREEK | 610         |        |        |         |            |             |          |                      |
|       | W.W. RITER          |        | 0     |            | (Bacon & Timothy crk)   |             |        |        |         |            |             |          |                      |
|       | JOHN SHARP SR.      |        | 0     |            |                         |             |        |        |         |            |             |          |                      |
| 27-88 | JOHN SHARP JR.      | 640    | 12.8  | 10-4-1886  | HIGHLAND CREEK          |             | 640    |        |         |            |             |          | 27-88 ✓              |
| 27-87 | F. LITTLE           | 640    | 12.8  | 10-4-1886  | DUCK SPRING CREEK       |             | 640    | 3.5    | 3.5     | 5.8        |             | 27-10096 | 27-87                |
| 27-89 | L.S. HILLS          | 400    | 8     | 10-11-1886 | BUTTE CREEK             |             | 400    |        |         |            |             |          | 27-89                |
| 27-90 | J. T. LITTLE        | 480    | 9.6   | 10-17-1886 | ROCK CREEK              |             | 480    |        |         |            |             |          |                      |
| 27-96 | SAMUEL J. RICH      | 200    | 4     | 10-1-1888  | LOWER SPRINGS           |             | 200    |        |         |            |             |          |                      |
|       | JOHN H. BAGLEY      |        |       |            |                         | 4318        | 6444   |        |         |            |             |          |                      |
|       |                     |        |       |            |                         | 40%         | 60%    |        |         |            |             |          |                      |

6-10-04 THE ACTUAL SPLIT IS 40/60 CB.

27-42 4.8  
27-66A 3.6  
27-70A 6.4

COMBINED RIGHTS

|          |       |            |
|----------|-------|------------|
| 27-10096 | 12.40 |            |
| 27-11016 | 12.08 | ALSO 27-85 |
| 27-11271 | 44.08 |            |
| 27-11275 | 12.80 |            |
| 27-11273 | 24.00 |            |
| 27-11269 | 26.40 |            |

6-10-04 prepared by Cindy Bird

POU comparison for Statutory claim 27-4156. 27-4156 was claimed and recommended as in-stream stock and not irrigation.

| Type           | WR # | Owner                          | Source           | TRS      | NENE | NWNE | SWNE | SENE | NENW | NWNW | SWNW | SENW | NESW | NWSW | SWSW | SESW |
|----------------|------|--------------------------------|------------------|----------|------|------|------|------|------|------|------|------|------|------|------|------|
| Claim 27-45A   |      | ROLAND ALLEN LAND & LIVESTOCK, | BLACKFOOT RIVER  | 07S43E25 |      |      |      |      |      |      |      | 10   | 30   | 40   | 15   |      |
| Claim 27-45    |      | ROLAND ALLEN LAND & LIVESTOCK, | BLACKFOOT RIVER  | 07S43E25 | 15   | 15   | 40   | 5    |      |      |      |      |      |      | 15   |      |
| Claim 27-11330 |      | ROLAND ALLEN LAND & LIVESTOCK, | SPRING           | 07S43E25 |      |      |      |      |      |      |      | 10   | 30   | 40   | 30   |      |
| Claim 27-12000 |      | ROLAND ALLEN LAND & LIVESTOCK, | BLACKFOOT RIVER  | 07S43E25 | 15   | 15   | 40   | 5    |      |      |      | 10   | 30   | 40   | 30   |      |
| Claim 27-12001 |      | ROLAND ALLEN LAND & LIVESTOCK, | BLACKFOOT RIVER  | 07S43E25 | 15   | 15   | 40   | 5    |      |      |      |      |      |      |      |      |
| Claim 27-10096 |      | PRESTON R ALLEN,               | BLACKFOOT RIVER, | 07S43E35 |      |      |      |      |      |      | 5    |      |      |      |      |      |
| Claim 27-4Q    |      | PRESTON R ALLEN,               | BLACKFOOT RIVER  | 07S43E35 |      |      |      |      |      |      | 5    |      |      |      |      |      |
| Claim 27-66A   |      | PRESTON R ALLEN,               | LANES CREEK      | 07S43E35 |      |      |      |      |      |      | 5    |      |      |      |      |      |
| Claim 27-70A   |      | PRESTON R ALLEN,               | LANES CREEK      | 07S43E35 |      |      |      |      |      |      | 5    |      |      |      |      |      |
| Claim 27-11016 |      | ROLAND ALLEN LAND & LIVESTOCK, | BLACKFOOT RIVER  | 07S43E35 |      | 35   | 30   |      | 40   |      |      | 40   | 40   |      |      | 40   |
| Claim 27-11951 |      | PRESTON R ALLEN,               | LANES CREEK      | 07S43E35 |      |      |      |      |      | 5    |      |      |      |      |      |      |
| Claim 27-11952 |      | PRESTON R ALLEN,               | BLACKFOOT RIVER  | 07S43E35 |      |      |      |      |      | 5    |      |      |      |      |      |      |
| Claim 27-11953 |      | PRESTON R ALLEN,               | BLACKFOOT RIVER, | 07S43E35 |      | 5    |      |      |      |      |      | 40   | 40   |      |      | 40   |
| Claim 27-12000 |      | ROLAND ALLEN LAND & LIVESTOCK, | BLACKFOOT RIVER  | 07S43E35 |      | 35   | 30   |      | 40   |      |      | 40   | 40   |      |      | 40   |
| Claim 27-12001 |      | ROLAND ALLEN LAND & LIVESTOCK, | BLACKFOOT RIVER  | 07S43E35 |      | 35   | 30   |      | 40   |      |      | 40   | 40   |      |      | 40   |
| Claim 27-4141  |      | PRESTON R ALLEN,               | SLUG CREEK       | 08S43E2  |      |      |      |      |      |      |      | 38   | 14   | 40   | 40   | 40   |
| Claim 27-10096 |      | PRESTON R ALLEN,               | BLACKFOOT RIVER, | 08S43E2  |      |      |      |      |      | 39   | 38   | 14   | 40   | 40   | 40   | 40   |
| Claim 27-4137  |      | PRESTON R ALLEN,               | BLACKFOOT RIVER  | 08S43E2  |      |      |      |      |      | 39   |      |      |      |      |      |      |
| Claim 27-66A   |      | PRESTON R ALLEN,               | LANES CREEK      | 08S43E2  |      |      |      |      |      | 39   | 38   | 14   | 40   | 40   | 40   | 40   |
| Claim 27-70A   |      | PRESTON R ALLEN,               | LANES CREEK      | 08S43E2  |      |      |      |      |      | 39   | 38   | 14   | 40   | 40   | 40   | 40   |
| Claim 27-11951 |      | PRESTON R ALLEN,               | LANES CREEK      | 08S43E2  |      |      |      |      |      | 39   | 38   | 14   | 40   | 40   | 40   | 40   |
| Claim 27-11952 |      | PRESTON R ALLEN,               | BLACKFOOT RIVER  | 08S43E2  |      |      |      |      |      | 39   | 38   | 14   | 40   | 40   | 40   | 40   |
| Claim 27-11953 |      | PRESTON R ALLEN,               | BLACKFOOT RIVER, | 08S43E2  |      |      |      |      |      | 39   | 38   | 14   | 40   | 40   | 40   | 40   |
| Claim 27-12002 |      | ROLAND ALLEN LAND & LIVESTOCK, | SLUG CREEK       | 08S43E2  |      | 20   |      | 20   | 40   |      |      | 20   |      |      |      |      |
| Claim 27-12003 |      | ROLAND ALLEN LAND & LIVESTOCK, | SLUG CREEK       | 08S43E2  |      | 20   |      | 20   | 40   |      |      | 20   |      |      |      |      |

**Now = Then**

Sheep Creek = Highland Creek

Trail Creek = Trail Creek

✓ Timothy Creek = Duck Creek

✓ Bacon Creek = Butte Creek (Timothy Creek)

Dry Valley Creek = Dry Creek

Slug Creek = Slug Creek

✓ Angus crk - Lake crk

9661 81 AON

20,0805

Walter Knight's Apprenticeship to Robert Allen Bond.

22.4

Water Rights Appurtenant to Ruston Allen Ranch:

27-85  
11.20 cfs

A 6.40 cfs  
Bennett

29-11016 Roland Allen L.E.L.  
4.06 cfs

SCANNED

JUL 20 2001

Log for claim 27-11016

Spatial Dynamics LTD

12/11/00

| TR      | SEC | QQ   | Acres<br>Claimed | Acres<br>Found | COMMENT |
|---------|-----|------|------------------|----------------|---------|
| 07s43e  | 26  | SWSW | 30               | 27             |         |
| 07s43e  | 26  | SESW | 15               | 17             |         |
| 07s43e  | 26  | NESE | 10               | 14             |         |
| 07s43e  | 26  | SWSE | 35               | 32             |         |
| 07s43e  | 26  | SESE | 30               | 25             |         |
| 07s43e  | 35  | NWNE | 35               | 33             |         |
| 07s43e  | 35  | SWNE | 30               | 26             |         |
| 07s43e  | 35  | NENW | 40               | 38             |         |
| 07s43e  | 35  | SENW | 40               | 39             |         |
| 07s43e  | 35  | NESW | 40               | 40             |         |
| 07s43e  | 35  | SESW | 40               | 40             |         |
| 07s43e  | 35  | NWSE | 25               | 24             |         |
| Totals: |     |      | 370              | 355            |         |



# State of Idaho

## DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

May 26, 1999

ALLEN ROLAND  
2020 CONANT AVE  
BURLEY ID 83318

RE: CHANGE OF ADDRESS FOR A27-00045, A27-04156,  
A27-04157, A27-11016, A27-11018, A27-11331,  
A27-11332, A27-11333 & A27-11334

Dear Mr. Roland:

It has come to our attention that your address may have recently changed. The address currently recorded on the above referenced water right(s) is as follows:

Allen Roland  
Land & Livestock  
1910 Oakley Ave  
Burley Id 83318

We recommend if, in fact, the address in question has been changed, you file a "Change in Address" with this department in order that we may send all further correspondence to the appropriate address.

Enclosed is a Change in Address form. Please fill out the form completely, sign and date it and return it to my attention.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Autumn Jones  
Records Clerk

Enclosure(s)

COPY



State of Idaho

# DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

~~CECIL D. ANDRUS~~ Phil Batt  
Governor

R. KEITH HIGGINSON  
Director

## CHANGE IN ADDRESS OF THE NOTICE OF CLAIM IN THE SNAKE RIVER BASIN ADJUDICATION

[ ] Water Right Number(s): A27-00045, -04156, -11331, -11332, 04157  
-11333, -11334, -11016, -11018

DE 3-30-95-JK

RECEIVED

MAR 23 1995

[ ] Old Mailing Address:

Don't  
Eas. of the Snake River  
Basin Adjudication Office

[ ] New Mailing Address:

ROLAND ALLEN LAND & LIVESTOCK  
1910 OAKLEY AVE  
BURLEY, IDAHO 83318

[ ] New Telephone Number: (208) 678-4844

[ ] Signature of Claimant(s):

[Signature]

Date:

3/20/95

For IDWR use only:

Initial Review and Data Entry

Date: 3-27-95 By: KKC

Further Action Taken

Date: 3-27-95 By: KKC

Final Review and Data Entry

Date: \_\_\_\_\_ By: \_\_\_\_\_

Further Action Needed:

send to Eas. for their use.

MICROFILMED

NOV 18 1996

\*\* This is a clarification letter of Roland R. Allen's letter to Water Resources of Feb 6, 1995

All clarifications are in parenthesis with an attachment of the legal description of the Lower Austin Ranch.

Water Resources Board  
Boise, Idaho  
Feb. 6, 1995

Dear Sirs:

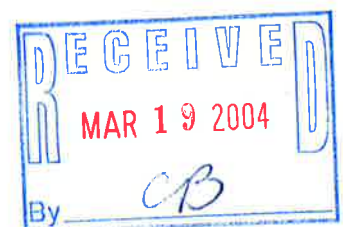
My father, H.H. Allen(Jr.), bought the Lower Austin Ranch (attachment) early in 1941. On October 11<sup>th</sup> of that year, I, Roland R. Allen, moved to the ranch as manager. Since that time I have consistently been connected with the ranch. So I am speaking about my experience there.

When I moved to the ranch there were two concrete dams (1<sup>st</sup>-NENE of Sec 25) (2<sup>nd</sup>-NENE quarter corner of Sec 26) in the Blackfoot River as points for taking water from the river for irrigation. A few years later we added one more damn (Sec 34 SWSW quarter corner, where the Slug Creek drops into the Blackfoot River) which helped to get water to the west end of the meadows. This damn was used for a few years and then abandoned because it was difficult to maintain.

The first two mentioned (damns) deteriorated and finally had to be replaced and are in use every summer. Until about 1962, we were harvesting hay from the meadows. Since that time we have continued to irrigate the same land for pasturing cattle. During the years that we put hay we would turn off the water about July 1<sup>st</sup> and then after the hay was up we would turn out the water again (in reduced amounts) if it was available and with the permission of the Water Master.

On extremely dry or short water years we were informed by the Water Master when it would be necessary for us to stop irrigating. This always varied from year to year depending on how full the reservoir was and the amount of rainfall. On good water years the water master would just tell us to use it as needed unless we were notified otherwise.

For quite a few years I served on the board of directors of the Irrigation company and attended the meetings annually. Since that time my son-in-law, Keith Hunsaker, has been serving in that capacity. So we have always stayed in touch with the Water Master and have never used late water without his permission. We have even cleared with him when we needed stock water on extremely dry years. And we have had a few of those lately. For the most part we live in an area that gets a heavy snow fall during the winters and there is sufficient water.



We have used (extended water in reduced amounts) for irrigation on the ranch well over 59% of the years from 1942 to 1994 after July 1<sup>st</sup>. Of course the time used each year has varied with water conditions at the time as well as our needs and the needs of other users as determined by the Water Master.

Respectfully submitted by,

Roland R. Allen 3/16/04

Roland R. Allen

# 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<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
|                       | 27-11016                     |       |                       |                              |       |
|                       | 27-12000                     |       |                       |                              |       |
|                       | 27-12003                     |       |                       |                              |       |
|                       | 27-11334                     |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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

- ☒ A. The appropriate **FILING FEE**. See instructions for fee amounts. \$ 25 each.
- ☒ 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) Roland Allen Land & Livestock
4. New Owner/Claimant(s) Preston R Allen & Sons  
 Name Connector (Check one): [ ] and, [ ] or, [ ] and/or
- New Mailing Address 2601 East 300 South
- City, State and ZIP Code Declo Idaho 83323
- New Telephone Number 208 349-5714
5. Date you acquired the property 4-14-03

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<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

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

*Burton R. Allen, Son*  
*by Kent R. Allen*

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 \_\_\_\_\_  
 Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

TELEFAX FROM

**CARIBOU LAND TITLE, INC.**

P.O. BOX 608 - 241 South Main Street  
Soda Springs, Idaho 83276

Fax No. 208-547-2241

PRIVILEGED AND CONFIDENTIAL

Date: 4/17/04  
To: Cindy  
Fax No.: 547-3939  
From: Kevin Allen  
Re: Kevin Allen & Son

TOTAL NO. OF PAGES INCLUDING COVER SHEET: 5

This message is intended only for the use of the Addressee and may contain information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone. Thank you.

COMMENTS: Any trouble receiving this transmission, please call  
Caribou Title at 208-547-4321



170835

STATE OF IDAHO  
COUNTY OF CARIBOUDATE: April 14 2004  
TIME: 1:05 PM**WARRANTY DEED**OFFICIAL RECORDS  
RECORDER: EDIE BUSH  
DEPUTY: Shirley L. Lemo  
FEE: \$12.00 CT

For Value Received, **Roland Allen Land and Livestock Inc.**, an Idaho Corporation, as Grantor, does hereby grant, bargain, sell and convey unto, **Preston R. Allen & Sons**, a general partnership, as Grantee, whose address is:

Preston R. Allen & Sons  
2601 East 300 South  
Declo, Idaho 83323

the following described premises in Caribou County, Idaho, to-wit:

Property is legally described in Exhibit A

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee and its heirs and assigns forever. The Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises, that the premises are free from all encumbrances and that it will forever warrant the title to said premises. This conveyance, however, is subject to federal patents; building and use restrictions; building and zoning regulations and ordinances of any governmental unit; all rights of way and easements claimed, established or of record; accruing taxes and assessments; encumbrances which are not shown by public records and which were created prior to Grantor's ownership of the property; discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records; unpatented mining claims and claims or title to water or water rights.

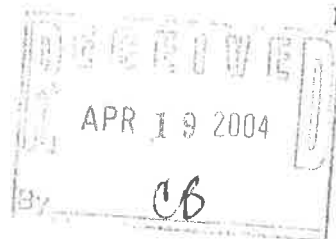
DATED this 14 day of April, 2004.

**Roland Allen Land and Livestock Inc.**

  
Roland G. Allen, President

Attest:

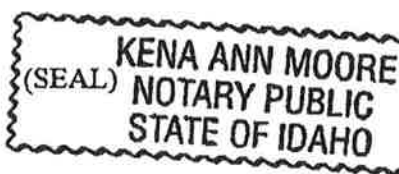
  
Keith Hunsaker, Vice President

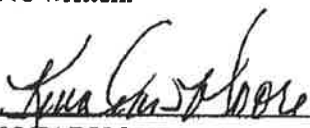


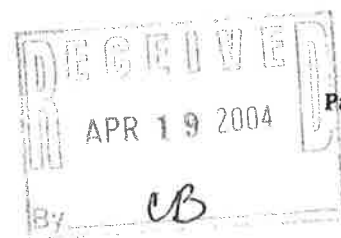
STATE OF IDAHO                    )  
                                          :SS  
County of Caribou                )

On this 14 day of April, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Roland G. Allen and Keith Hunsaker**, known to me to be the President and Vice President, respectively, of the corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



  
\_\_\_\_\_  
NOTARY PUBLIC STATE OF IDAHO  
Residing at: Soda Springs, Idaho  
My commission expires: 8/15/09



File Number: 165298

The land referred to in this Commitment is described as follows:  
Caribou County, Idaho:

170835

Tract I:

Township 7 South, Range 43 East of the Boise Meridian:

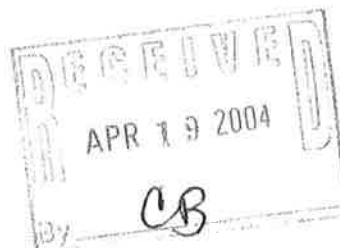
Section 26: SX.

EXCEPT THEREFROM, a strip of land 70 feet wide in Sections 25 and 26, the centerline of which is described as follows:

Beginning at a point on the South line of the NWSEK of said Section 25, which point bears North 89°54' West, a distance of 2613.73 feet from the Southeast Corner of the NESEK of said Section 25, and running thence North 79°54' West a distance of 497.82 feet to the point of spiral on a spiral curve to the right; thence along the arc of the spiral curve whose total central angle is 21°47' and whose degree of curvature is 4°00' a distance of 387.58 feet to a point on the arc of said curve where the strip of land becomes 50 feet wide; thence continuing along the arc of said curve a distance of 367 feet to a point of tangency; thence North 58°07' West a distance of 1500.65 feet to the point of spiral of a spiral curve to the left, at which point the strip of land becomes 70 feet wide; thence along the arc of the spiral curve whose total central angle is 20°54' and whose degree of curvature is 4°00' a distance of 201.03 feet to a point on the West line of the NWSEK of said Section 25, which point bears South 0°31'45" West a distance of 91.2 feet from the Northwest Corner of the NWSEK of Section 25; thence continuing along the said arc a distance of 196.47 feet to a point on the North line of the SEK of said Section 26, which point bears South 89°55' West a distance of 178.67 feet from the Northeast Corner of the SEK of said Section 26.

Section 35: EXWK, NEK, NXSEK.

ALSO, Beginning at the Southwest Corner of the SWSEK of said Section 35, and running thence East 725.5 feet to the Westerly right of way line of a 60 foot wide County Road right of way; thence North 1°15' East 1320.3 feet along said right of way to the North line of said SWSEK of Section 35; thence West 754.5 feet to the Northwest Corner of the SWSEK; thence South 1320 feet, more or less, to the point of beginning.



Township 8 South, Range 43 East of the Boise Meridian:

Section 2: Lots 2 and 3, EXSEWNW, SWNEX, NWSEX.  
EXCEPT THEREFROM, Beginning at the Northeast Corner of  
Government Lot 2 of said Section 2, and running  
thence West 594.5 feet to the Westerly right of way line  
of a 60 foot wide County Road right of way;  
thence South 0°29' West 350.3 feet along said right of way;  
thence continuing South 2°42' East 1420.6 feet;  
thence continuing South 6°26' East 571.6 feet;  
thence continuing South 5°48' East 1618.5 feet, more or less,  
to the South line of the NWSEX of said Section 2;  
thence East 325.8 feet, more or less, to the Southeast Corner  
of the NWSEX of said Section 2;  
thence North 0°20' West 3947.6 feet, more or less,  
to the point of beginning.

Section 11: SXS.

Section 13: WSW.

Section 14: EX, EXNW, NEXSW.

EXCEPT THEREFROM, all that portion thereof lying within the right of way  
of the Union Pacific Railroad, Dry Valley Branch, as disclosed by that  
certain Release and Quit Claim Deed executed by El Paso Products Service  
Company to Oregon Short Line Railroad Company, and its lessee, Union  
Pacific Railroad Company, dated May 19, 1972, recorded November 3, 1976,  
under recorder's instrument No. 88846, in the records of Caribou County,  
Idaho.



## ALLEN TIMELINE

- 4/9/1941 Agreement, Austin Bros. To H. H. Aleen, Jr.  
6500 acres known as the Austin Bros. Lower ranch
- 5/9/1941 Sales Contract, George Cannon, William McEwan, Robert  
Burton, L. R. Anderson, E. T. Ralphs as a Protective  
Committee for former bondholders of Austin Bros.  
Association, as Vendors to H. H. Allen, Purchaser  
T7S, R43E, Sections 9, 12, 15, 25, 26, 27, 33, 34, 35;  
T8S, R43E, Sections 2, 11, 13, 14, 23, 24  
T8S, R44E, Section 30, comprising 6500 acres;  
All water rights used on so called Lower Austin Ranch  
and Upper Austin Ranch;  
Sites the Stevens decree in general, no specific;  
Directive includes who will pay taxes....levied  
against...water-rights" (NOTE: Paragraph 3)
- 11/16/1943 Letter from Zion's Savings Bank & Trust Co. to Roland Allen,  
acknowledging receipt of funds to the water rights;  
"...division on the 40-60 basis was satisfactory"
- 2/29/1944 Letter from Zion's Savings Bank & Trust Company to Rowland  
R. Allen regarding no decision on water split.
- 3/7/1944 Letter from National Farm Loan Associations to Roland Allen.  
Asking for a decision on the water division.
- 4/26/1944 Letter from Zion's Bank & Trust Company to Roland R. Allen,  
asking that he agree to a 45-55% split.
- 7/19/1944 Federal Land Bank Notice of Approval to H. H. Allen, Jr.  
T8S, R43E, Section 3;  
T7S, R43E, Section 28;  
Blackfoot River 1040" 7/23/85  
160" 3/1/86  
240" 10/1/86  
240" 10/4/86  
720" 11/1/86  
100" 3/1/75  
Home Spring Creek 320" 10/4/86 27-43  
320" 10/17/86 27-64  
West Spring Creek 560" 10/17/86 27-45  
Lake, Dale & Pale Creeks 1830" 10/11/86 27-84 (610 inches)

9/7/1944 Letter from Zion's Savings Bank & Trust Company to Rowland L. Allen;  
Asking for acknowledgment of the 55/45 split.

4/7/1945 Letter from Herbert VanDam, Attorney to Roland R. Allen  
noted some corrections on the legal in the Special Warranty Deed;  
Acreage approximately 6200 acres;  
Only mention in the deed is "together with all water rights thereunto appurtenant";  
Refers to a letter VanDam wrote to the bondholders' committee and agreed to a 55/45 split;  
Recommended the Special Warranty Deed be turned down.

September 1944 Special Warranty Deed, draft. See finished version 7/14/1945.

6/23/1945 Letter from Herbert VanDam, Attorney to Roland R. Allen,  
suggesting 55% of water rights to the Lower Austin  
suggesting wording regarding water:

6/26/1945 Letter from Van Dam to Zion's Savings Bank & Trust,  
suggesting wording regarding water in the deed.

7/14/1945 Special Warranty Deed, (gives individual names of Austin Brothers Association) to H. H. Allen, Jr.  
T7S, R43E, Sections 12, 15, 25, 26, 27, 33, 34, 35.  
T8S, R43E, Sections 2, 11, 13, 14, 23, 24. comprising approximately 6200 acres.  
"Together with all water rights thereunto appurtenant, which said water rights include 55% of the waters heretofore used upon the above described lands comprising the so-called Lower Austin Ranch and lands heretofore sold comprising the so-called Upper Austin Ranch and decreed to certain individual prior owners of said lands in.....Stevens Decree....."  
Recorded as Instrument #22615 on page 180 and 181.

9/4/1945 Declaratory Judgment. H. H. Allen, Jr. is named as a defendant. In favor of the Plaintiff. Dispute on cremation of bonds.

10/22/1964 Letter from State of Idaho, Carl E. Tappan, State Reclamation Engineer to Federal Land Bank looking for information on water rights for Blackfoot River. Suggested contact Clyde Twitchell, Watermaster, Water District #34.

11/11/1971      Federal Land Bank Mortgage with Preston and Connie Allen  
                                         and Roland and Margaret Allen;  
                                         Tract #1 T7S, R43E, Sections 9, 15, 27, 34, 35.  
                                                         T8S, R43E, Sections 2, 11.  
                                         Tract #2 T7S, R43E, Sections 25, 26, 35.  
                                                         T8S, R43E, Sections 2, 11, 13, 14, 23, 24

11/12/1971      Title Insurance Company for Federal Land Bank and Preston &  
                                         Connie Allen and Roland & Margaret Allen;  
                                         Tract #1 T7S, R43E, Sections, 9, 15, 27, 34, 35  
                                                         T8S, R43E, Sections 2, 11  
                                         Tract #2 T7S, R43E, Sections 25, 26, 35  
                                                         T8S, R43E, Sections 2, 11, 13, 14, 23, 24  
                                         Mentions several pole line easements;  
                                         Undivided 15/16<sup>th</sup> interest in, to and of all oil, gas other  
                                         minerals;

Analysis of decrees for Upper and Lower Austin Ranches  
Division 55% Allen lower and 45 % Upper Ranch kept by Austin Brothers.

| W/R # | NAME                | INCHES | CFS   | PRIORITY   | SOURCE                  | ALLEN SPLIT |        |        |         |            | A.J. CLAIMS |          | BEAR LAKE<br>GRAZING |
|-------|---------------------|--------|-------|------------|-------------------------|-------------|--------|--------|---------|------------|-------------|----------|----------------------|
|       |                     |        |       |            |                         | ALLEN       | AUSTIN | ROLAND | PRESTON | DIFFERENCE | ROLAND      | PRESTON  |                      |
| 27-32 | W. W. RITER         | 560    | 11.2  | 7-23-1885  | BLACKFOOT RIVER         | 560         |        |        |         |            | 27-11016    |          |                      |
| 27-33 | THOMAS G. WEBER     | 480    | 9.6   | 7-23-1885  | BLACKFOOT RIVER         | 480         |        |        |         |            |             |          |                      |
| 27-36 | H. R. & SARAH LEWIS | 160    | 3.2   | 3-1-1886   | BLACKFOOT RIVER         | 160         |        |        |         |            |             |          |                      |
| 27-42 | F. LITTLE           | 240    | 4.8   | 10-4-1886  | BLACKFOOT RIVER         | 240         |        | 1.3    | 1.3     | 2.2        |             | 27-10096 | 27-42 ✓              |
| 27-43 | CHARLES S. BURTON   | 240    | 4.8   | 10-4-1886  | BLACKFOOT RIVER         | 240         |        |        | 4.0     | 0.8        |             | 27-10096 |                      |
| 27-44 | JOHN SHARP SR.      | 320    | 6.4   | 11-1-1886  | BLACKFOOT RIVER         | 320         |        |        |         |            | 27-11016    |          |                      |
| 27-45 | F.W. JENNINGS       | 400    | 8     | 11-1-1886  | BLACKFOOT RIVER         | 400         |        | 8.0    |         | 0          | 27-45, 45A  |          |                      |
| 27-18 | H.R. LEWIS          | 100    | 2     | 3-1-1875   | BLACKFOOT RIVER         | 100         |        |        |         |            |             |          |                      |
| 27-59 | W.H. ROWE           | 560    | 11.2  | 10-11-1886 | CANON VIEW CREEK        |             | 560    |        |         |            |             |          | 27-11273             |
| 27-60 | JAMES SHARP         | 560    | 11.2  | 10-4-1886  | DIAMOND CREEK           |             | 560    |        |         |            |             |          | 27-11269             |
| 27-61 | JAMES F. LITTLE     | 560    | 11.2  | 10-11-1886 | DIAMOND CREEK           |             | 560    |        |         |            |             |          | 27-11269             |
| 27-62 | CHARLES S. BURTON   | 200    | 4     | 10-11-1886 | DIAMOND CREEK           |             | 200    |        |         |            |             |          | 27-11269             |
| 27-63 | W. W. RITER         | 320    | 6.4   | 10-4-1886  | HOME SPRING CREEK       | 320         |        | 8      | 3.6     | -5.2       | 27-11016    | 27-10096 | 27-11275 ✓           |
| 27-64 | JAMES SHARP         | 320    | 6.4   | 10-17-1886 | HOME SPRING CREEK       | 320         |        |        | 6.4     | 0          |             |          | 27-11275 ✓           |
| 27-65 | ELIAS A. SMITH      | 568    | 11.36 | 10-17-1886 | WEST SPRING CREEK       | 568         |        |        |         |            |             |          | 27-65 ✓              |
| 27-66 | W. W. RITER         | 320    | 6.4   | 10-11-1886 | LANE CREEK              |             | 320    | 8      | 3.6     |            | 27-11016    | 27-66A ✓ | 27-11271 ✓           |
| 27-67 | HENRY DINWOODY      | 400    | 8     | 10-11-1886 | LANE CREEK              |             | 400    |        |         |            |             |          | 27-11271             |
| 27-68 | JOSEPH JENNINGS     | 560    | 11.2  | 10-11-1886 | LANE CREEK              |             | 560    |        |         |            |             |          | 27-11271             |
| 27-69 | HEBER M. WELLS      | 640    | 12.8  | 10-11-1886 | LANE CREEK              |             | 640    |        |         |            |             |          | 27-11271             |
| 27-70 | JOHN SHARP SR.      | 284    | 5.68  | 10-17-1886 | LANE CREEK              |             | 284    | 5.68   |         |            | 27-11016    | 27-70A ✓ | 27-11271             |
| 27-86 | GEORGE ROMENY       | 610    | 12.2  | 10-11-1886 | LAKE, PALE & DALE CREEK | 610         |        |        |         |            |             |          |                      |
|       | W.W. RITER          |        | 0     |            | (Bacon & Timothy crk)   |             |        |        |         |            |             |          |                      |
|       | JOHN SHARP SR.      |        | 0     |            |                         |             |        |        |         |            |             |          |                      |
| 27-88 | JOHN SHARP JR.      | 640    | 12.8  | 10-4-1886  | HIGHLAND CREEK          |             | 640    |        |         |            |             |          | 27-88 ✓              |
| 27-87 | F. LITTLE           | 640    | 12.8  | 10-4-1886  | DUCK SPRING CREEK       |             | 640    | 3.5    | 3.5     | 5.8        |             | 27-10096 | 27-87                |
| 27-89 | L.S. HILLS          | 400    | 8     | 10-11-1886 | BUTTE CREEK             |             | 400    |        |         |            |             |          | 27-89                |
| 27-90 | J. T. LITTLE        | 480    | 9.6   | 10-17-1886 | ROCK CREEK              |             | 480    |        |         |            |             |          |                      |
| 27-96 | SAMUEL J. RICH      | 200    | 4     | 10-1-1888  | LOWER SPRINGS           |             | 200    |        |         |            |             |          |                      |
|       | JOHN H. BAGLEY      |        |       |            |                         |             |        |        |         |            |             |          |                      |
|       |                     |        |       |            |                         | 4318        | 6444   |        |         |            |             |          |                      |
|       |                     |        |       |            |                         | 40%         | 60%    |        |         |            |             |          |                      |

6-10-04 THE ACTUAL SPLIT IS 40/60 CB.

27-42 4.8  
27-66A 3.6  
27-70A 6.4

COMBINED RIGHTS

27-10096 12.40  
27-11016 12.08 ALSO 27-85  
27-11271 44.08  
27-11275 12.80  
27-11273 24.00  
27-11269 26.40

8/18/04 w/r analysis.

Since the original Austin Ranch has been split then total diversion rate claimed from all claimants can't exceed the decree.

27-32

Roland Allen.

27-18

No claim

27-33

NONE

27-59

Bear Lake Grazing

27-36

NONE

27-60

No claims Bear Lake Grazing <sup>27-11269.</sup>

27-42

Bear Lake Grazing  
Preston Allen

27-61

Bear Lake Grazing (27-11269)

27-43

Preston Allen

27-62

Bear Lake Grazing (27-11269)

27-44

Preston Allen

27-63

Bear Lake Grazing (27-11275)  
Preston Allen (27-10096)  
Roland Allen (27-11016)

27-45

Roland Allen  
Fred Reid (27-10388)

27-64

Bear Lake Grazing (27-11275)

27-65  
Bear Lake Graying (27-65)

27-89

~~Preston Allen (27-10036)~~  
Bear Lake Graying

27-64

Preston Allen.

Bear Lake Graying (27-11271)

27-90

No claims

27-67

Bear Lake Graying (27-11271)

No claims.

27-96

27-68

Bear Lake Graying (27-11271)

27-69

Bear Lake Graying (27-11271)

27-70

Reiland Allen (27-11016)

Preston Allen (27-704)

Bear Lake Graying (27-11271)

27-86

No claims

27-87

Bear Lake Graying

Preston Allen (27-10036)

Claims made that were not included in  
the split.

27-58

Bear Lake Grazing

SCANNED

JUL 28 2003

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A27-11016  
Date Received: 2/14/1990  
Receipt No: S011206  
Received By: DE

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: ROLAND ALLEN LAND & LIVESTOCK INC. 208-678-4844  
Address: 2020 CONANT AVE.  
BURLEY ID 83318

2. Date of Priority: NOV 1, 1886

3. Source: BLACKFOOT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County  |
|----------|-------|---------|--------|--------|--------|-----|---------|
| 07S      | 43E   | 26      | SE     | NE     | SE     |     | CARIBOU |

5. Description of diverting works:  
CONCRETE DAM WITH LATERALS TO FLOOD

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/01 | 07/01 | 12.080 |      |        |
| STOCKWATER | 01/01 | 12/31 | 0.040  |      |        |

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

8. Total consumptive use is 925.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
S/200 BEEF

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 of | Lot | Use | Acres |
|----------|-------|---------|--------|--------|-----|-----|-------|
| 07S      | 43E   | 26      | SW     | SW     |     | IRR | 30.0  |
|          |       |         | SE     | SW     |     | IRR | 15.0  |
|          |       |         | NE     | SE     |     | IRR | 10.0  |

MICROFILMED

10. Place of Use: Continued

| Township | Range | Section | 1/4 of        | 1/4 | Lot | Use | Acres |
|----------|-------|---------|---------------|-----|-----|-----|-------|
| 07S      | 43E   | 26      | SW            | SE  |     | IRR | 35.0  |
|          |       |         | SE            | SE  |     | IRR | 30.0  |
|          |       |         | Section Acres |     |     |     | 120.0 |
|          |       | 35      | NW            | NE  |     | IRR | 35.0  |
|          |       |         | SW            | NE  |     | IRR | 30.0  |
|          |       |         | NE            | NW  |     | IRR | 40.0  |
|          |       |         | SE            | NW  |     | IRR | 40.0  |
|          |       |         | NE            | SW  |     | IRR | 40.0  |
|          |       |         | SE            | SW  |     | IRR | 40.0  |
|          |       |         | NW            | SE  |     | IRR | 25.0  |
|          |       |         | Section Acres |     |     |     | 250.0 |
|          |       |         | Total Acres   |     |     |     | 370.0 |

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:  
NONE

14. Remarks:

THIS RIGHT IS BASED ON BLACKFOOT RIVER DECREED WATER RIGHTS  
27-00044, 27-00070, 27-00085, 27-00063, 27-00066, 27-00032,  
DATED 11-01-1886, 10-17-1886, 10-11-1886, 10-04-1886, 10-11-1886,  
07-03-1885, FOR PORTION EQUAL TO 128", 114", 203", 42", 42" AND  
37" RESPECTIVELY OF THOSE DECREED RIGHTS.  
STOCKWATER USE IS PRIMARILY INSTREAM USES ON P/U LISTED.

\*\*\*\*

SEE ATTACHED SHEET FOR AMENDED CLAIM SPLIT

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

FRED S. STEVENS, ET AL  
Decree Plaintiff

EASTERN IDAHO WATER CO., ET A  
vs Decree Defendant

MICROFILMED  
NOV 16 1996

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 Organizations:**

I do solemnly swear or affirm that I am Sec. of  
Title  
ROLAND ALLEN LAND & LIVESTOCK that I have signed the foregoing  
Organization  
document in the space below as Sec. of  
Title  
ROLAND ALLEN LAND & LIVESTOCK and that the statements contained in the  
Organization  
foregoing document are true and correct.

[Signature]  
Signature of Authorized Agent

Sec. ROLAND ALLEN LAND & LIVESTOCK  
Title and Organization

1-18-95  
Date

State of Idaho )  
County of Bonneville ) SS.

Subscribed and sworn (or affirmed) before me this 18 day  
of Jan 19 95

[Signature]  
Notary Public

Seal

Residing at Heise, Id

My Commission Expires 2/26/96

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: A27-11016  
Date Received: 2/14/1990  
Receipt No: S011206  
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: ROLAND ALLEN LAND & LIVESTOCK INC. 208-678-4844  
Address: 2020 CONANT AVE.  
BURLEY, ID 83318

2. Date of Priority: NOV 01, 1886

3. Source: BLACKFOOT RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County  |
|----------|-------|---------|--------|--------|-----|-----|---------|
| 07S      | 43E   | 26      | SE     | NE     | SE  |     | CARIBOU |

5. Description of diverting works:  
CONCRETE DAM WITH LATERALS TO FLOOD

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S  | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/15 | 07/01 | 11.320 |      |        |
| STOCKWATER | 01/01 | 12/31 | 0.040  |      |        |

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

8. Total consumptive use is 925.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
S/200 BEEF

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|----------|-------|---------|--------|-----|-----|-----|-------|
| 07S      | 43E   | 26      | SW     | SW  |     | IRR | 30.0  |
|          |       |         | SE     | SW  |     | IRR | 15.0  |

A27-11016

Page 1

Date: 02/14/90

MICROFILMED  
NOV 13 1992

A2711016

10. Place of Use: Continued

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use           | Acres |
|----------|-------|---------|--------|-----|-----|---------------|-------|
| 07S      | 43E   | 26      | NE     | SE  |     | IRR           | 10.0  |
|          |       |         | SW     | SE  |     | IRR           | 35.0  |
|          |       |         | SE     | SE  |     | IRR           | 30.0  |
|          |       |         |        |     |     | Section Acres | 120.0 |
|          |       | 35      | NW     | NE  |     | IRR           | 35.0  |
|          |       |         | SW     | NE  |     | IRR           | 30.0  |
|          |       |         | NE     | NW  |     | IRR           | 40.0  |
|          |       |         | SE     | NW  |     | IRR           | 40.0  |
|          |       |         | NE     | SW  |     | IRR           | 40.0  |
|          |       |         | SE     | SW  |     | IRR           | 40.0  |
|          |       |         | NW     | SE  |     | IRR           | 25.0  |
|          |       |         |        |     |     | Section Acres | 250.0 |
|          |       |         |        |     |     | Total Acres   | 370.0 |

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:  
NONE

14. Remarks:

THIS RIGHT IS BASED ON BLACKFOOT RIVER DECREED WATER RIGHTS  
27-00044, 27-00070, 27-00085, 27-00063, 27-00066, 27-00032  
DATED 11-01-1886, 10-17-1886, 10-11-1886, 10-04-1886, 10-11-1886,  
07-03-1885, FOR PORTION EQUAL TO 128", 114", 203", 42", 42" AND  
37" RESPECTIVELY OF THOSE DECREED RIGHTS.  
STOCKWATER USE IS PRIMARILY INSTREAM USES ON P/U LISTED.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

FRED S. STEVENS, ET AL  
Decree Plaintiff

EASTERN IDAHO WATER CO., ET AL  
Decree Defendant

vs

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 Organizations:

I do solemnly swear or affirm that I am Sec of

ROLAND ALLEN LEE, that I have signed the foregoing  
Organization

document in the space below as Sec of

ROLAND ALLEN LEE and that the statements contained in the  
Organization  
foregoing document are true and correct.

Roland Allen Lee  
Signature of Authorized Agent

Sec ROLAND ALLEN LEE  
Title and Organization

2-14-90  
Date

State of Idaho )  
County of Twin Falls ) SS.

Subscribed and sworn (or affirmed) before me this 14th day

of February 19 90

Shirley J. O'Connell  
Notary Public

Seal

Residing at Twin Falls, Idaho

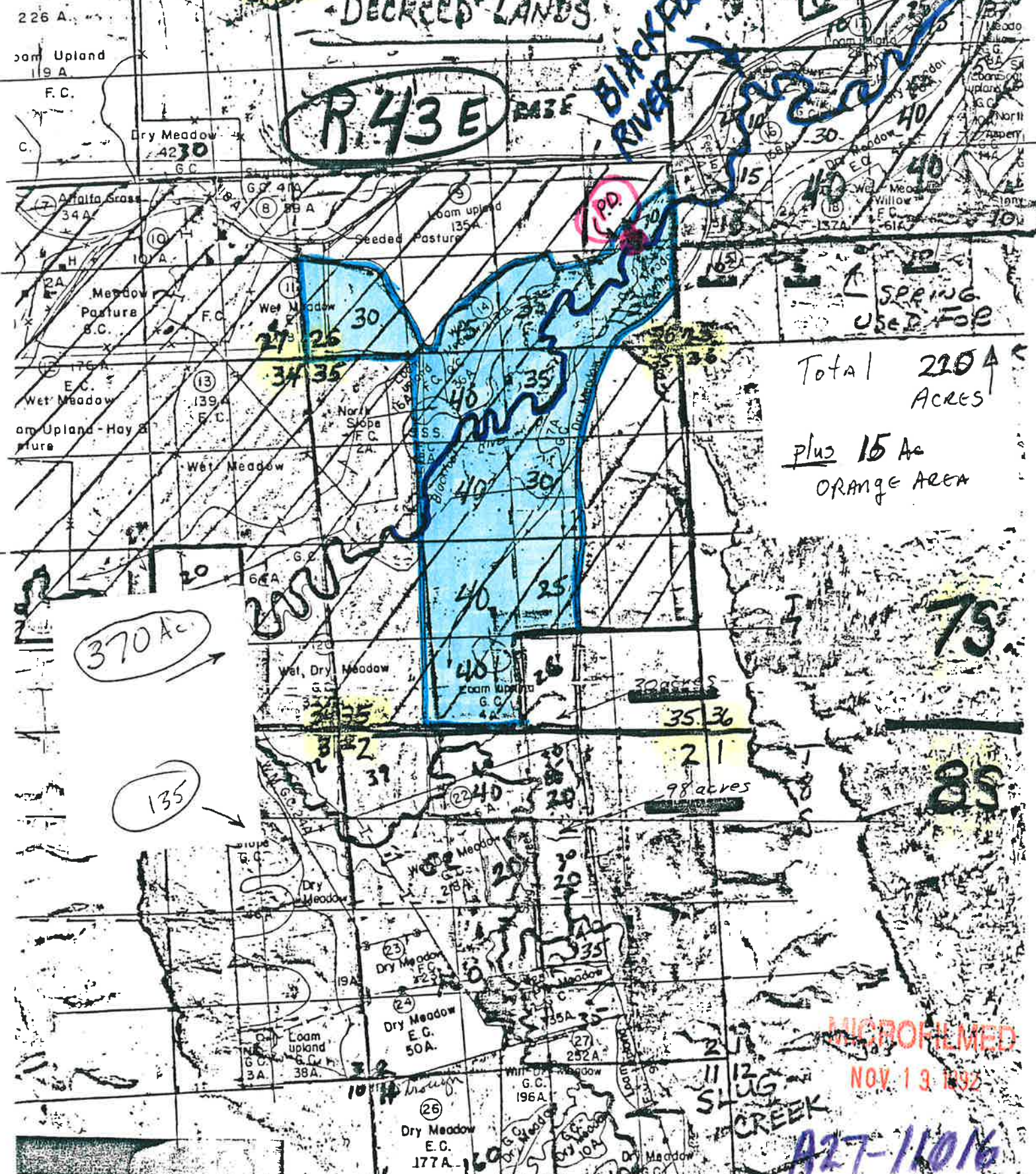
My Commission Expires December 7, 1994

R 43E

DECKED LANDS

BLACKFOOT RIVER

R 43E



Total 210 Acres

plus 15 Ac  
ORANGE AREA

370 Ac

135

98 acres

30 acres

MICROFILMED

NOV 13 1992

A27-11016