

11/19/2002

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

RIGHT NUMBER: 29-46
NAME AND ADDRESS: INDIAN FALLS WATER USERS ASSC
PHIL HUDGENS PRES
PO BOX 134
LAVA HOT SPRINGS ID 83246
INDIAN FALLS PROPERTY ASSN
C/O EARL MAPES
1061 SAGEWOOD PL
POCATELLO ID 83201
SOURCE: PORTNEUF RIVER TRIBUTARY: SNAKE RIVER
QUANTITY: 0.400 CFS
THIS RIGHT WHEN COMBINED WITH RIGHT NO. 29-00046, 29-12078, 29-12079, AND 29-13363 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.
PRIORITY DATE: 07/14/1902
POINT OF DIVERSION:

T09S R38E S4 SWSNW Lot 4 Within BANNOCK County
T09S R38E S4 SESESW Lot 6 Within BANNOCK County
T09S R38E S4 SESESW Lot 10 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 09/15	0.400 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R38E S04 Lot 5 NESW	35.0	T09S R38E S04 Lot 10 SESW	28.0
T09S R38E S04 NWSE	1.0	T09S R38E S04 SWSE	7.6
T09S R38E S09 NENE	0.1	T09S R38E S09 Lot 1 NWNE	25.0
T09S R38E S09 Lot 4 NWNE	11.0	T09S R38E S09 Lot 5 SWNE	5.3
T09S R38E S09 NENW	28.0	T09S R38E S09 SENW	3.0

144 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 144.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-00046, 29-12078, 29-12079, AND 29-13363.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 20.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

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

EXPLANATORY MATERIAL: Decreed

11/19/2002

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

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

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

THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINTS OF DIVERSION
DESCRIBED ABOVE: 29-00046, 29-12078, 29-12079, 29-13363.

PROPERTY IS ALSO KNOWN AS INDIAN FALLS PROPERTY OWNERS
ASSOCIATION.



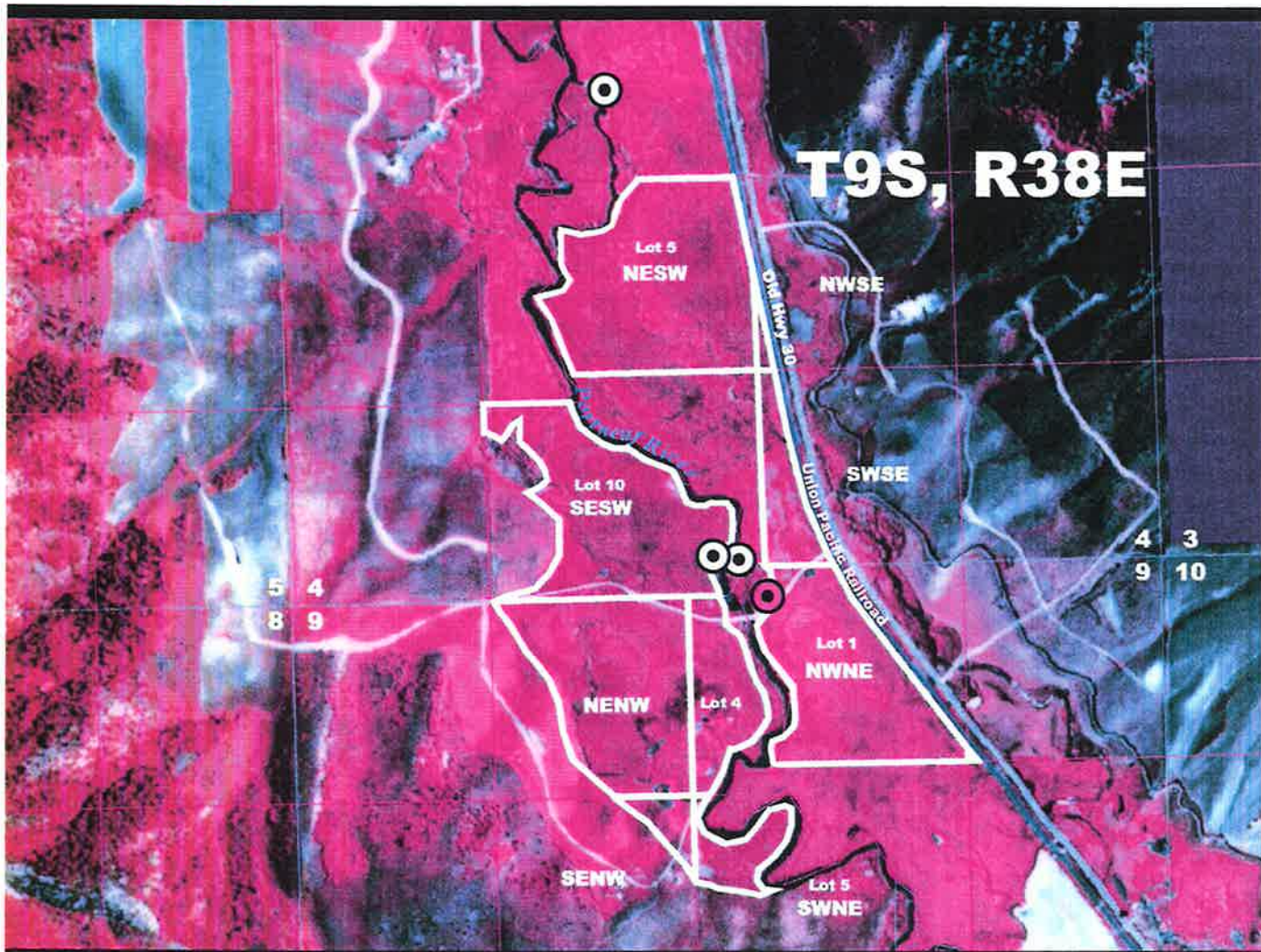
MAY 27 2005

SCANNED

State of Idaho

Department of Water Resources

Eastern Region



T9S, R38E

Water Right(s):

**29-00046, 29-12078,
29-12079, 29-13363.**

Place of Use: (parts of) T9S, R38E

**Sec. 4 NESW (L5), SESW (L10),
W2SE,**

**Sec. 9 NWNE (L1 and L4), SWNE (L5),
E2NW**

Point(s) of Diversion: T9S, R38E

**Sec. 4 SENW (L4), SESW (L6),
SESW (L10)**



LEGEND



Point of Diversion

SESE

Place of Use



Section



Quarter-Quarter

500 0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000 6500 7000 Feet

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: November 2002

CENTURY CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby QUIT CLAIMS to

INTERNATIONAL RECREATION MANAGEMENT, INC.

grantee, of Logan, Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following described tract of land in Bannock County, State of Idaho:

The West 1/2 of the Northwest 1/4; the Southeast 1/4 of the Northwest 1/4; the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 9 South, Range 38 East, Boise Meridian.

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

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 30th day of June, 1979.

ATTEST:

CENTURY CAPITAL CORPORATION

L. M. Chatwin
L. M. Chatwin, Secretary

By: *E. J. Knudson, Jr.*
E. J. Knudson, Jr., President

NOTARY SEAL

STATE OF UTAH)
 : SS.
County of Salt Lake)

On the 30th day of June, 1979, personally appeared before me E. J. Knudson, Jr. and L. M. Chatwin, President and Secretary of Century Capital Corporation, who being by me duly sworn did say that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors.

Jamie B. Knudson
Notary Public

My Comm. Exp. 2/21/82

Residing at Salt Lake City, Ut

674048

NO.
RECORDED AT REQUEST OF

Kenneth Lindquist
Aug 20 4 17 PM '81

OFFICIAL RECORDS BRANCH 37
BANNOCK COUNTY IDAHO
C. NEIL ANDERSON RECORDER
FEE \$2.00. DEPUTY

1539

WARRANTY DEED

660742

For Value Received JOHN WARREN, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF
GEORGIA PEOPLES, DECEASED

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

INTERNATIONAL RECREATION MANAGEMENT, INC.

whose current address is P.O. BOX 2125, POCA TELLO, IDAHO 83201

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

THE NE¼ OF THE NW¼ OF SECTION 9, T9S, R3E, DM.

APPROXIMATELY 40 acres

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

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

Dated: DECEMBER 3, 1980

John Warren
JOHN WARREN, as personal representative
for the Estate of Georgia Peoples, Deceased

STATE OF IDAHO, COUNTY OF BANNOCK
On this 9 day of December, 1980
before me, a notary public in and for said State, personally
appeared John Warren

NOTARY SEAL

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

John Warren
Notary Public

Residing at 1212 N. Main St., Idaho
Comm. Expires 12/31/81

NO. 660742
RECORDED AT REQUEST OF
First American Title Co.

'81 JAN -2 P4:06

OFFICIAL RECORDED BY NO. 362
BANNOCK COUNTY CLERK
G. NEIL ANDERSON RECORDER
FEE 2.00 DEPUTY ee

700

WARRANTY DEED

[CORPORATE FORM]

629609
lab

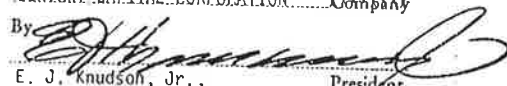
CENTURY CAPITAL CORPORATION
organized and existing under the laws of the State of Utah, with its principal office at
Salt Lake City, of County of Salt Lake, State of Utah,
grantor, hereby CONVEYS AND WARRANTS to
INTERNATIONAL RECREATION MANAGEMENT INC.,

of Logan, Utah grantee
TEN----- for the sum of
and other good and valuable consideration -----DOLLARS,
the following described tract of land in Bannock
State of ~~XXX~~ Idaho: County,

Northeast 1/4 of the Northeast 1/4 of Section 9, T9S, R38E, BM, and
Lot 1, Section 9, T9S, R38E, BM, and
Lot 4, Section 9, T9S, R38E, BM, and
Lot 5, Section 4, T9S, R38E, BM, and
Lot 10, Section 4, T9S, R38E, BM, and
Lot 5, Section 9, T9S, R38E, BM.

TOGETHER with all improvements thereon and all water rights and other
rights appurtenant thereto.
SUBJECT TO items of public record.

The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the board of directors of the
grantor at a lawful meeting duly held and attended by a quorum.
In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 6th day of April, A. D. 19 79

Attest:  CENTURY CAPITAL CORPORATION ~~XXXXXX~~
L. M. Chatwin, Secretary. By 
[CORPORATE SEAL] E. J. Knudson, Jr., President.

STATE OF UTAH,
County of Salt Lake } ss.

On the 6th day of April, A. D. 1979
personally appeared before me E. J. Knudson, Jr. and L. M. Chatwin
who being by me duly sworn did say, each for himself, that he, the said E. J. Knudson, Jr.
is the president, and he, the said L. M. Chatwin is the secretary
of CENTURY CAPITAL CORPORATION ~~XXXXXX~~ and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said E. J. Knudson, Jr. and L. M. Chatwin
each duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.

NOTARY SEAL. 
Notary Public.

My commission expires 9/24/80 My residence is Salt Lake City, UT

629609
RECORDED AT REQUEST
First American Title Co.
Jul 30 10 35 AM '79
FILED BY NO. 240
2.00
in

708

WARRANTY DEED

629608

GEORGIA PEOPLES

of Butte

, County of Silverbow

Montana, grantor
State of Utah, hereby

CONVEY and WARRANT to

CENTURY CAPITAL CORPORATION, a Utah corporation

of Salt Lake City, Utah

grantee
for the sum of
DOLLARS,TEN-----
and other good and valuable consideration
the following described tract of land in Bannock

County,

State of Idaho:

Northeast 1/4 of the Northeast 1/4 of Section 9, T9S, R38E, BM, AND
 Lot 1, Section 9, T9S, R38E, BM, AND
 Lot 4, Section 9, T9S, R38E, BM, AND
 Lot 5, Section 4, T9S, R38E, BM, AND
 Lot 10, Section 4, T9S, R38E, BM, AND
 Lot 5, Section 9, T9S, R38E, BM.

TOGETHER with all improvements thereon and all water rights and
 other rights appurtenant thereto.

SUBJECT TO items of public record.

WITNESS, the hand of said grantor, this 21st
 November, A. D. 19 78

day of

Signed in the Presence of

Georgia Peoples

STATE OF ~~UTAH~~ MONTANA

County of Silverbow

ss.

On the 21st day of November, A. D. 1978
 personally appeared before me

Georgia Peoples

the signer of the within instrument, who duly acknowledged to me that she executed the
 same.

NOTARY SEAL
Notary Public.

My commission expires 7/15/79

Residing in Butte Montana

629608

RECORDED AT REQUEST BY
 First American Title Co.

JUL 30 10 34 AM '78

FILED IN BOOK NO 540
 BANNOCK COUNTY 1340
 TITEL AMERICAN RECORD
 REC'D BY DEPUTY EN

Deed Record No. 115

INSTRUMENT No. 290769

WARRANTY DEED

This Indenture, Made this 24th day of October in the year of Our Lord One Thousand Nine Hundred and Fifty-Two, between

ANNIE C. PEOPLES, a widow

of Butte County of Silver Bow State of Montana the part of the
first part, and WILLIAM F. PEOPLES, JAMES J. PEOPLES, MAMIE PEOPLES, BELIA PEOPLES and
GEORGIA PEOPLES

of Butte, County of Silver Bow, State of Montana, the part 100 of the second part:

WITNESSETH: That the said part Y of the first part, for and in consideration of the ~~love~~ love and affection the Grantor has, who is the mother of the Grantees, for said Grantees

Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All those certain lot 9, piece 3 or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit: An u divided one half interest in and to: The NE 1/4 of SE 1 in Section 1 and the NE 1/4 of SW 1 and the SE 1/4 of SW 1 Section 3; the NE 1/4 of NE 1 Section 10; also NE 1/4 and Lot 1, Section 9; all in Township 2 South, Range 38 E.B.M., in Idaho, containing 27.28 acres according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General. Together with any and all water rights, privileges or franchises belonging to said lands and any and all dams, ditches, flumes, reservoirs or other works used for the storage or distribution of same; particularly a right to the use of 60 inches of water from the canal of the Harper Irrigation Company.

Also Lot 4 Sec. 9, the W¹ of NW¹ and NW²; Sec. 9, and SW¹SW¹, the NW¹SW¹, Lot 5 and Lot 10, Sec. 4; E¹NW¹ and Lot 5 of Sec. 9, all in Township 2 South, Range 12 E.S.W., in Idaho and containing 491.45 acres, according to Official Plat of Survey of said lands returned to the General Land Office by the Surveyor General.

ALCO the right to use of two cubic feet per second of time (100) miners inches of water of Portneuf River, in Bannock County, Idaho, acquired under and by virtue of that certain Notice of Water Appropriation dated July 14, 1902, which is found of record in Book 2 of Water Appropriations at page 185 of records of Bannock County, State of Idaho and compliance with provisions of laws of State of Idaho under such appropriation.

with provisions of laws of State of Idaho under such appropriation. Also and Right to use of two cubic feet per second of time (100 miners inches) of water of Portneuf River in Bannock County, Idaho, acquired under and by virtue of that certain State of Idaho Appropriation in Deed No. 190, which is referred to in Book No. 1 of the State of Idaho Appropriations in Deed No. 190 of the records of Bannock County, Idaho and compliance with the provisions of laws of the State of Idaho under such appropriation. The Grantor herein, however, expressly reserves unto herself a life estate in and to the above described premises and in and to the rents and profits thereof, all of which shall cease on the death of said Grantor. This Deed is intended as a Deed of Gift

Together with, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof:

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto incident, unto the said part 1 of the second part, and to their heirs and assigns forever. And the said part 3 of the first part, the said premises in the quiet and peaceable possession of the said part 2 of the second part, their heirs and assigns against the said part y of the first part, and her heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

M. J. Kasiska

Annie C. Peoples

(SRAT.)

(SEAL)

(SEAL)

(CHAL)

STATE OF IDAHO.

County of Bannock

On this 24th day of October, in the year 1952, before me, M. J. Kasiska

a Notary Public in and for said County and State, personally appeared

ANNIE C. PEOPLES, a widow

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

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

(SEAL)

M. J. Kasiska Notary Public
Residence Lava Hot Springs, Idaho.

SCANNED

MAY 27 2005

Butte Montana

I hereby certify that this instrument was filed for record at the request of Mrs. C. C. Peoples, 402 West Copper
at 05 minutes past 12 o'clock P. M., this 27 day of Oct. A. D. 19 52

Anna Keefe, By _____
 Ex-Officio Recorder. Deputy.

In Book 115 of Deeds, page 403.

agents remise, release and foreverQUIT CLAIM unto the said party, unto
to its successors and assigns, all the following described real estate
site of North Pocatello (now a part of Blaine County of Idaho, State
more particularly described as follows:

15 of Block 8, of the Townsite of North Pocatello (now a part of Blaine
according to the Official plat thereof filed in the office of the County Clerk
Bannock County, Idaho.

(U.S.I.R. 1554 Attached to Deed and Cancelled.)

EXCEPTING from this grant and reserving unto the Grantor, its successors and assigns,
ever, all minerals and all mineral rights of every kind and character, whether or not
hereafter discovered, including without limiting the generality of the foregoing, the right
oil and gas and rights thereto, together with the sole exclusive and complete right to
plore for, remove and dispose of, said minerals by any means or methods and in any
tor, its successors and assigns, including the right of access to, and use of, any portion
of said described lands, upon or below the surface thereof, as may be necessary or conve-
nient for any purpose in connection with exploration for, removal, storage, distribution and
transportation of, said minerals and the deposit of tailings; and together with the sole
petual right to remove the subjacent support from the surface of said lands, in so far as
is necessary for the support of permanent structures erected thereon, provided that such
right is exercised) without thereby incurring any liability whatsoever for damages or expense

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

TO HAVE AND TO HOLD, all and singular the said premises, together with the said appurten-
ances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be
executed by its President and Assistant Secretary, thereto duly authorized, on the 15th day of
year first above written.

(CORPORATE SEAL)

OREGON SHORT LINE RAILROAD COMPANY

Attest: L. J. Bachman
Assistant Secretary.

By A. E. Stoddard President.

STATE OF NEBRASKA)
County of Douglas) ss

On the 30th day of September, 1953, before me, a Notary Public in and for the State of
personally appeared A. E. Stoddard, to me personally known to be the President of the
Short Line Railroad Company, who being duly sworn did say that the seal of said
going instrument is the corporate seal of said corporation, and that said instrument was
ned, sealed and executed in behalf of said corporation by authority duly conferred under
By-Laws, and acknowledged to me said instrument to be the free act and deed of said corpora-
tion.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 1st
and year first in this, my certificate, written.

(SEAL)
My Commission Expires: May 10, 1954.

Louis Scholnick Notary Public
Residing at Omaha, Nebraska

RECORDED NOV 13, 1953 9:44 A.M. in Book 118 of Deeds, page 164, Bannock County, Idaho, State
STAT OF IDAHO, At request of Union Pacific R.R. Co., J. P. A. Clark 10 So Main St.,
Lake City, Utah.

Anna Keefe, Recorder

Fee \$2.00

INSTRUMENT NO. 297170

THIS INSTRUMENT, made this eleventh day of January in the year of our Lord
Thousand Nine Hundred and Forty Five, between ANNIE C. PEOPLES, a single woman, of the
Silver Bow, State of Montana the party of the first part, and WILLIAM F. PEOPLES, a single
PEOPLES and MAMIE PEOPLES, DELLA PEOPLES and GEORGE PEOPLES, of Butte, County of Silver Bow,
State of Montana the parties of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of
and affection the Grantor has, who is the mother of the Grantees, for said Grantees
these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second
part, and to their heirs and assigns forever: All that certain lot, piece or parcel of
situate, lying and being in the County of Bannock, State of Idaho, bounded and more par-
ticularly described as follows, to-wit:

An undivided one half interest in and to:
The NE 1/4 of SE 1/4 in Section 4; and the W 1/4 of SW 1/4 and the SE 1/4 of SW 1/4 in Section
3; the NE 1/4 of NW 1/4 Section 10; also NE 1/4 NW 1/4 and Lot 1, Section 10, T. 1 N., R. 1 E.,
9 South, Range 38 E.B.M. in Idaho, containing 270.00 acres, as shown on the
Official plat of the survey of said lands returned to the Bureau of Land Management by
the Surveyor General. Together with any and all water rights, franchises belonging to said lands and any and all ditches, canals, drains, ditches, drains,
voirs or other works used for the storage or distribution of water, and the right to the use of 80 inches of water from the canal of the Bannock Irrigation
Company.

SCANNED

MAY 27 2005

THE UNITED STATES OF AMERICA
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
RECEIVED U.S. DEPARTMENT
OCT 25 1954
BUREAU OF (illegible)
IDAHO LAND OFFICE,
BOISE, IDAHO

WHEREAS, a Certificate of the Land Office at Boise, Idaho, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the said Annie Peoples according to the provisions of Chapter 7, Title 32 of the Revised Statutes of the United States and legislation supplemental thereto, for the following described land:

Boise Meridian, Idaho. T. 9 S., R. 38 E., Sec. 9, E1/4, SW1/4.

The area described contains 120 acres,

according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management;

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 475) has, in the name of the United States, caused these letters to be made Patent, and the seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the NINETEENTH day of OCTOBER in the year of our Lord one thousand nine hundred and Fifty-Four and of the Independence of the United States the one hundred and Seventy-Ninth.

(SEAL)

Patent Number 1147453

For the Director,
Bureau of Land Management.
By Rose M. Beall Acting Chief,
Patents Unit

RECORDED NOV 27 1954 9:05 A.M., In Book 120 of Deeds, Page 222, RECORDS OF BANNOCK COUNTY, STATE OF IDAHO, At request of Annie Peoples, 409 W. Cooper Street, Butte, Montana.

SARAH DEVANNEY, Recorder

By Twyla L. Stone, Deputy

Fee \$ 1.50

INSTRUMENT NO. 304412

RESTLAWN MEMORIAL GARDENS, INC.
CORPORATION WARRANTY DEED

THIS INDENTURE, Made this 17th day of November, 1954,

WITNESSETH:

That the RESTLAWN MEMORIAL GARDENS, INC., a corporation, duly organized and existing under the laws of the State of Idaho, and having its principal place of business in Pocatello, County of Bannock, and State of Idaho, for and in consideration of the purchase price to it in hand paid, receipt of which is hereby acknowledged, does hereby grant, sell, convey and warrant unto Thomas B. Rishton or Marilyn Rishton of the county of Bannock, and State of Idaho, their heirs and assigns, the following lot, piece or parcel of land situated in the RESTLAWN MEMORIAL GARDENS, INC., in the County of Bannock, State of Idaho, and described as follows:

Section B, Lot 340, Spaces 1-2-3-4, according to the plat thereof filed in the Office of the County Recorder, Bannock County, State of Idaho.

TO HAVE AND TO HOLD, the above granted premises as a place of interment to the said Grantee, their heirs and assigns forever, subject however, to all laws and ordinances and to the following conditions, reservations, restrictions and rules:

That

(A). No monument or other memorial, tree, plants, objects or embellishments of any kind shall be placed upon, altered or removed from the above-described property by the Grantee without the written consent of the Corporation. All grading, landscape work and improvements of any kind, and all care on the above described property, shall be done, and all trees and plants of any kind shall be planted, trimmed or removed, and all interments, disinterments and removals, including all openings and closing of graves, shall be made only by the Corporation with its equipment. All interments shall be made subject to the use of the type of an outer container as shall be designated by the Corporation in its rules and regulations.

SCANNED
MAY 27 2005

AM in Book 120 of Deeds at page 230, RECORDS OF BANNOCK
E. Tydeman Dietrich Building Pocatello, Idaho.

Fee \$ 1.50

GRANT DEED

INDEMTURE, Made the 5th day of January, A.D., 1955 between Annie Peoples,
widow, of Butte, Silver Bow County, Montana the party of the first part, and Della Peoples,
and Georgia Peoples, single persons, all of Butte, Silver Bow County, Montana
the second part, WITNESSETH, that the said party of the first part, in consider-
ation of LOVE AND AFFECTION, this being a deed of gift, has granted and conveyed, and by
these presents does grant and convey unto the said parties of the second part, and to their
heirs and assigns forever, all of the following described property, situated in Bannock
County, State of Idaho, to-wit:

The E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 9, Township 9 S., R. 38 E.,
Boise Meridian, containing 120 acres.

Together with all and singular the covenants, hereditaments and appurtenances there-
unto belonging, or in anywise appertaining, as usually had and enjoyed;

To have and to hold, all and singular, the said premises, together with the appur-
tenances, unto the said parties of the second part, and to their heirs and assigns forever.

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

Executed and Delivered in Presence of Annie Peoples

STATE OF MONTANA,)
COUNTY OF Silver Bow) ss.

On this 5th day of January, in the year 1955, before me E. H. Meier, a Notary
Public for the State of Montana, personally appeared Annie Peoples, a widow to be personally
known to me the person described in and whose name is subscribed to the within instrument,
and acknowledged to me that she executed the same.

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

(SEAL)

E. H. Meier
Notary Public for the State of
Montana.
Residing at Butte, Montana.
My commission expires Aug. 14, 1957

I hereby certify that the wit. in instrument was filed for record in my office on
January 7, 1955 at 10 minutes past 7 o'clock A.M., and recorded on page 230 in Book 120 of
Deeds, Records of Bannock County, Idaho. At request of Annie Peoples, 409 W. Copper St. Butte,
Attest My hand and seal of said County: Sarah Devaney, County Recorder. Montana.

Fee, \$ 1.25

INSTRUMENT NO. 305138

Grant Deed

GRANT DEED

THIS INDEMTURE, Made the 5th day of January, A.D., 1955 between Annie Peoples, a
widow, of Butte, Silver Bow County, Montana the party of the first part, and Annie Peoples,
Della Peoples and Georgia Peoples, single persons, of Butte, Silver Bow County, Montana,
parties of the second part, WITNESSETH, that the said party of the first part, in consider-
ation of LOVE AND AFFECTION, this being a deed of gift, has granted and conveyed, and by
these presents do grant and convey unto the said parties of the second part, and to their
heirs and assigns forever all of the following described property situated in Bannock County,
State of Idaho, to-wit:

The S $\frac{1}{2}$ of Lot 14, N $\frac{1}{2}$ Lot 15, Block 7 Townsite of N. Pocatello, Idaho.

To have and to hold, all and singular, the said premises, together with the appur-
tenances, unto the said parties of the second part, and to their heirs and assigns forever.

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

Executed and delivered in presence of -

Annie Peoples

STATE OF MONTANA,)
COUNTY OF SILVER BOW) ss.

On this 5th day of January, in the year 1955, before me E. H. Meier, a Notary Public

SCANNED

MAY 27 2005

Lot 4 Section 9, the W¹/₄ of E¹/₄ and W¹/₄ of Section 9, and E¹/₄ of E¹/₄, the E¹/₄ of Section 4, E¹/₄ of Section 9, all in Township 9 South, Range 30 E.S.M. in Idaho containing 491.45 acres, according to official Plat of Survey of said lands returned to the General Land Office by the Surveyor General.

ALSO: the right to use of two cubic feet per second of time (100) miners inches of water of Portneuf River, in Bannock County, Idaho, acquired under and by virtue of that certain Notice of Water Appropriation dated July 14, 1902, which is found of record in Book 2 of Water Appropriations at page 155 of records of Bannock County, State of Idaho and compliance with provisions of laws of State of Idaho under such appropriation.

ALSO and Right to use of two cubic feet per second of time (100 miners inches) of waters of Portneuf River in Bannock County, Idaho, acquired under and by virtue of that certain Notice of Water Appropriation dated May 11, 1927, which is found of record in Book 1 of Water Appropriations at page 230 of the records of Bannock County, Idaho and compliance with the provisions of laws of the State of Idaho under such appropriation.

The Grantor herein, however, expressly reserves unto herself a life estate in and to the above described premises and in and to the rents and profits thereof, all of which shall cease on the death of said Grantor.

Together with all and singular, the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the rents and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, and to their heirs and assigns forever and the said party of the first part, and her heirs warrant the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against the said party of the first part, and - and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered
in the Presence of:
O. R. Baum

Annie Peoples

(SEAL)

STATE OF IDAHO,)
COUNTY OF BANNOCK) ss.

On this Eleventh day of January, in the year 1945, before me O. R. BAUM, a Notary Public in and for said County and State, personally appeared ANNIE C. PEOPLES, A widow known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

O. R. Baum Notary Public
Residence: Pocatello

I hereby certify that this instrument was filed for record at the request of Mrs. Annie Peoples, 409 West Copper, Butte, Montana, at 30 minutes past 9 o'clock A.M., this 17 day of Nov. A.D. 1953, in my office and duly recorded in Book 118 of Deeds, Page 165.

Anna Keefe, Recorder

Fee \$ 2.00

INSTRUMENT NO. 297171

Correct: Kenneth J. Skinner Right of Way Engineer Approved: R. B. Arnold State Plant Engineer Approved: H. H. Fosbender State Plant Superintendent

\$10.00 Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. Ten and no/100 Dollars, in consideration of which we hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, poles, cables, wires and fixtures upon, over and across the property which we own, or in which we have any interest, in the

South East quarter (SE¹/₄) of the South East Quarter (SE¹/₄) in Section Twenty-two (22) and North West Quarter (NW¹/₄) of the North West Quarter (NW¹/₄) in Section Twenty-six (26) Township Nine South, Range Thirty-eight East (T9S-R38E) of the Boise Meridian,

County of Bannock and State of Idaho and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires and fixtures of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires.

Said sum being received in full payment therefor.

Witness My hand and seal this 1 day of October, A.D. 1953, at Boise, Idaho
(Postoffice Address)

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MAY 27 2005

32. WARNER, Cordell 1.50 c.f.s.

29-0043 1890 April 1

Said water to be diverted through a ditch having its intake about 20 rods South of the North line of Section 4, and from the East bank of the Portneuf River in Section 4, Township 9 South, Range 38 East, for the irrigation of lands lying between the River and the O.S.L.R.R. Company's right of way in Lot 4, Section 4, Township 9 South, Range 38 East.

33. HALLINAN, Thomas 1.2 c.f.s.

29-0044 1889 May 1

Said water to be diverted through the Dufferin Ditch, having its intake near the Northwest corner, Lot 1, Section 9, Township 9 South, Range 38 East, for the irrigation of land in Lots 2 and 3, Section 9 same Township and Range.

34. REED, F. A. .4 c.f.s.

29-0045 1889 July 1

POD: E BANK Portneuf Riv. @

Lot 3 Sec. 4 9SR38E

POD: Lot 6 Sec. 4 9SR38E

Said water to be diverted through a ditch having its intake on the East bank of the Portneuf River, in Lot 3, Section 4, Township 9 South, Range 38 East, for the irrigation of land in Lot 6, Section 4, Township 9 South, Range 38 East. Crosses River?

35. BYINGTON, Jas.H. .40 c.f.s.

29-0046 1902 July 14

Said water to be diverted through a ditch having its intake on the West side of the Portneuf River, which point bears North thirty degrees and thirty minutes East, 2110 feet, from the Southwest corner of Section 28, Township 8 South, Range 38 East, for the irrigation of 20 acres in the West half of the West half of Section 4, Township 9 South, Range 38 East.

36. REESE, Noah

29-0047 1889 July 1

2.26 c.f.s.
(113 inches)

Tr. 620

Said water to be diverted through the Reese ditch. The point of diversion of the said Reese ditch bears South 83 degrees East, 1225 feet, from the Northeast corner of Section 16, Township 9 South, Range 38 East for the irrigation of 10 acres, of land in Lot 1; 10.2 acres in the Southwest quarter of the Northwest quarter, 30 acres in the North half of the Southwest quarter, 4.5 acres in Lot 2, all in Section 15, Township 9 South, Range 38 East; 20.3 acres in Lot 1 Section 16, Township 9 South, Range 38 East.

37. LAVA IRRIGATION 20.5 c.f.s.

29-0048

COMPANY

1904 February 11

Said water to be diverted through the Lava Irrigation Company's canal, which diverts water from the Portneuf River in Lot 3, Section 10, Township 9 South, Range 38 East; from the Southwest corner of Section 10, the point of diversion bears North 3 degrees East, 2130 feet, for the irrigation of land under the Company's canal, described as follows: 45.1 acres in Lot 5, Section 20; 12 acres in the Southwest quarter of the Northwest quarter Section 20; 36.92 acres in the Northeast quarter of the Northeast quarter, 40.16 acres in the North

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Department of Water Resources
Eastern Region

AL,

I hope this is what you need to prove ownership of the common areas in Phase II of Indian Falls. If more is needed however, I will contact Mrs. Anderson again. Also, it is my understanding that the small Jorgensen acreage just came out of probate in the past two weeks. I will follow up on the ownership question now that probate is finished.

If I can be of further help in your efforts at Indian Falls, please let me know.

Thanks

Earl Mays

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MAY 27 2005

NEXT OPT [] JOB NO [20200047]
 PARC [RRIF2004100] SEARCH []
 OWNER INTERNATIONAL RECREATION MGT
 ADDR PO BOX 325

INDEX 0001 SCROLLING BY NEW PARCEL
 OPEN PARC [] NEW PARC [RRIF2004100]
 [INDIAN FALLS PROPERTY OWNERS]
 [ASSOCIATION]
 [PO BOX 371]
 []
 []
 [LAVA HOT SPRINGS] [ID] [832460000]
 [COMMON AREA 34.77 AC]
 [COMMON AREA 20.51 AC]
 [COMMON AREA 57.0 AC]
 [INDIAN FALLS RECREATION DEV]
 [PHASE 2]
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 [MV INC ON INDIVIDUAL LOTS]
 PREV NO [] TAX NO []
 DEED [99666182]
 OLD DEED [89015452]
 OLD RSH NO []

LOGAN UT 843230325
 LEGAL COMMON AREA 34.77 AC
 COMMON AREA 20.51 AC
 COMMON AREA 57.0 AC
 INDIAN FALLS RECREATION DEV
 PHASE 2

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 C-area 006000 Map 05 Geo He
 COMM MV INC ON INDIVIDUAL LOTS
 PROP TYPE RS
 DEED
 TOTAL ACRES THIS PAGE

You can only inquire into this job. It has been completed

This change has been made

7/18/2001

[Signature]



BANNOCK COUNTY
 POCATELLO, IDAHO

JO LYNN ANDERSON

Cadastral Technician

BANNOCK COUNTY ASSESSOR'S OFFICE

P.O. Box 4969
 Pocatello, ID 83205-4969

OFFICE: (208) 236-7263
 FAX: (208) 236-7033

SCANNED

MAY 27 2005

Revised
3/28/02
AM

INDIAN FALLS WATER USERS ASSOCIATION

CHARTER

Be it known to all persons that on this date, *March 23, 2002*, the Indian Falls Property Owners Association does hereby establish a Water Users Association pursuant to Title 42-1301 of Idaho Code, for delivery of irrigation water to those qualifying lands within the Indian Falls Recreational Development. The aforementioned Association shall be known as the Indian Falls Water Users Association.

Article I --- Water Rights

The source of the irrigation water claimed for use by the Indian Falls Water Users Association is the Portneuf River, a tributary to the Snake River. The subject water is currently allocated for use by claim of water rights filed in 1990 by the Indian Falls Property Owners Association but is subject to final use recommendations of the Idaho State Department of Water Resources as decreed by the Snake River Basin Adjudication Court. These water rights so claimed by the Indian Falls Property Owners Association are identified as follows:

<u>Water Right Number</u>	<u>Priority Date</u>	<u>current allowed amount</u>
A29-00046	July 14, 1902	0.4 C.F.S.
A29-12078	May 1, 1889	1.2 C.F.S.
A29-12079	July 1, 1889	4.4 C.F.S.

The present points of diversion for the subject water rights are as follows:

A29-00046	NWSW	Sec. 28	08S38E
A29-12078	NESW	Sec. 28	08S38E
A29-12079	NESW	Sec. 28	08S38E

The quantity of water recommended may be less than allowed under the 1990 claims. Points of diversion and place of use may also be modified.

Article II ---Qualifying Lands

Lands qualified for irrigation with water by decreed water rights using delivery systems owned and operated by the Indian Falls Water Users Association must lie within the irrigatable lands survey boundaries as determined by the Idaho State Department of Water Resources lands survey completed during 2001. These qualifying lands include those privately owned parcels with a water right included in a deed of trust or like

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instrument and those common areas which are owned in undivided interest by the Indian Falls Property Owners Association.

Article III --- Allocation of Water ---Shareholders and Shares

The owners of qualifying lands wishing to use water supplied by the Indian Falls Water Users Association and who agree to assume all the responsibilities and duties of a water user as required by the Association shall be deemed to be a shareholder in the Association. Water shares allocated to each shareholder shall be determined by the total water available as allowed by the water rights to be granted by the Idaho State Department of Water Resources and the acreage to be watered by that shareholder. Water shall be distributed on a rotation cycle to be determined by the water management committee. The total hours per rotation cycle divided by the irrigated acres (shares) shall determine the hours of use per rotation by each user.

Article IV---Water Management Committee

On or before April 1 of each year, a three (3) member water management committee shall be appointed by the shareholders of the Indian Falls Water Users Association. The committee shall be composed of a President and two additional shareholders representatives. One of the two at-large representatives shall be a member of the Indian Falls Property Owners Association Board of Directors who shall represent the Property Owners Association interests in regards to the common areas. Pending election of a water management committee by the shareholder membership prior to April 1, 2002, the President of the Indian Falls Property owners Association shall appoint a three (3) member interim committee from the anticipated shareholder membership. One of those selected shall be appointed chairman. The duties of the interim committee shall include consulting and coordinating with the Idaho Department of Water Resources on all matters pertaining to the Indian Falls Water Users Association and planning and scheduling of the initial shareholder membership meeting. The interim committee shall serve until a water management committee is chosen by the shareholder membership or until a water management committee is chosen by shareholder membership or until March 31, 2002, whichever comes first.

Article V---Duties of Management Committee

It shall be the duty of the management committee to ascertain and insure that the amount of water to which each shareholder is entitled is properly apportioned and distributed. The Management Committee acting on behalf of the Indian Falls Water Users Association shall have authority to assess and collect annual fees from each shareholder based on the total shares or portions thereof owned by that shareholder. These fees are to be used for construction of ditches and laterals and installation of measuring weirs, head gates and checks as well as planned system maintenance. In addition the committee shall have the authority to require of each user (shareholder) of the common arterial lateral and ditch system to provide a proportional amount of labor, material and/or money

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MAY 27 2005

reasonably necessary for the unplanned repair and maintenance of the system as needed. The committee further has authority to require measuring weirs, head-gates and checks to be installed for distributing the water among the users (shareholders). Annual assessments, notice and penalties for delinquent payments shall be determined by the Management Committee in accordance with Title 42-1304, 1305 I.C.

In cases where disputes arise between the shareholders and the Association or other shareholders over any matter pertaining to the quantity of water to be delivered or the amount actually delivered and which cannot be settled in a timely manner, the president of the Indian Falls Water Users Association shall refer the matter to the Idaho State Department of water Resources as recommended in Title 42-907-910, I.C.

Article VI---Duties of Shareholders

Shareholders shall be responsible to pay their pro-rated share of the annual assessments as required by the Management Committee. If not paid by the date established by the Committee, the Water Users Association shall have the right to refuse water delivery to the delinquent shareholder until all assessments are paid in full. Should any user (shareholder) wish to contest any annual assessment or apportionment of costs, an appeal may be made to the District Court in Bannock County within (10) ten days of the receipt of the assessment or apportioned fee pursuant to Title 42-910 I.C. If upon hearing the appeal by the shareholder(s), the court determines that all or part of the assessment is due the Association by the shareholder(s), this sum must be paid within (10) ten days. If not paid in the required time, the Water Users Association may refuse to deliver any water to that user(s) until the amounts have been paid in full.

Upon request by the management committee for labor, material, or money for unplanned repair or maintenance of the water distribution system, the shareholder(s) (users) so informed shall have (3) three days to comply. If after (3) three days, the shareholder(s) have not complied, they shall be deemed to be in default. In this event, the Management Committee may employ other labor, or furnish material or money as necessary to complete any necessary repairs. The shareholder(s) shall pay to the Water Users Association the reasonable value of such labor and materials with full reimbursement of any, and all monies spent for the subject repair or maintenance pro-rated to each user in default. Should the shareholder(s) fail to provide the reimbursement required, the Water Users Association may sue and collect the full amount in the appropriate court of jurisdiction and in addition, the court shall award the Association reasonable attorney's fees incurred.

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MAY 27 2005

Any shareholder across whose property the commonly owned arterial ditch system must traverse shall grant a right-of-way in perpetuity for construction of the ditch and guarantee of right of entry and use by the Association and down stream users (shareholders) for repair and maintenance activities. (Title 42-1102 I. C.)

Article VII---Meetings and Voting

Prior to April 1st of each year a meeting of the shareholder membership shall be held to choose a management committee for the coming irrigation season which begins April 15th. Other Association business shall be conducted as necessary such as system maintenance and anticipated expenses.

Each shareholder in attendance at the annual meetings shall be entitled to one (1) vote on all matters brought before the shareholder membership for voting. Joint ownership such as husband and wife or partnerships of any kind shall be represented by a single vote. A simple majority vote shall decide all matters brought before the membership.

Article VIII---Adoption of Charter

Adoption of the foregoing articles requires a simple majority ratification by the general membership of shareholders of the Indian Falls Water Users Association. This acknowledgement is attested by the dated signatures of shareholders below. Joint ownership shall be represented by one(1) vote only and a single signature below.

Shareholders	Signatures	Date
1. Mark & Yvonne Evans	<i>Yvonne Evans</i>	<i>Mark W. Evans</i>
2. Daniel & Patricia House	<i>Daniel House</i>	<i>Patricia A. House</i>
3. Phil Hudgens & Joan Maxwell	<i>Phil Hudgens</i>	
4. Denny & Shirley Jones		
5. Allyn Vico	<i>Allyn Vico</i>	
6. Paul & Dixie Smith		
7. Indian Falls Property Owners Assoc. (Representative)	<i>Carl Mason, President</i>	

SCANNED

MAY 27 2005

AL,

The enclosed signature sheet to the Indian Falls Water Users Association Charter reflects the addition of Denny and Shirley Jones (lot #5) to the current group of shareholders. Please replace the signature sheet on your copy of the charter with the updated version.

Thank you,



Earl Mapes

RECEIVED
APR 17 2002
Department of Water Resources
Eastern Region

RECEIVED
APR 16 2002
Department of Water Resources
Eastern Region

SCANNED
MAY 27 2005

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Shareholders	Signatures	Date
1. Mark & Yvonne Evans	<i>Yvonne Evans</i>	<i>Mark W. Evans</i>
2. Daniel & Patricia House	<i>Daniel House</i>	<i>Patricia R. House</i>
3. Phil Hudgens & Joan Maxwell	<i>Phil Hudgens</i>	
4. Denny & Shirley Jones	<i>Denny Jones</i>	<i>Shirley Jones</i>
5. Allyn Vico	<i>Allyn Vico</i>	
6. Paul & Dixie Smith		
7. Indian Falls Property Owners Assoc. (Representative)	<i>Carl Mays, President</i>	

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APR 17 2002

Department of Water Resources
Eastern Region

RECEIVED

APR 16 2002

Department of Water Resources
Eastern Region

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MAY 27 2005

A meeting was held on Saturday, March 23, 2002 for the purpose of organizing the Indian Falls Water Users Association within the Indian Falls Development. The meeting was hosted by Mark and Yvonne Evans at their home at 6896 Pheasant Drive. The summarized minutes of that meeting are presented below.

MINUTES

1. The initial organizational meeting of the Indian Falls Water Users Association came to order at 1:00 P.M. with the following persons in attendance. The meeting was conducted by Earl Mapes.

Mark & Yvonne Evans
Dan & Patricia Housel
Phil Hudgens
Al Vico
Earl Mapes

2. Earl presented a brief summary and history of the Snake River Basin Adjudication Process and how it affects the conditional water rights filed upon by Indian Falls in 1990. A discussion followed regarding the unusual status of the water rights as it applies to ownership and assigned usage. There is an ongoing effort being made by the Idaho State Department of Water Resources to help us develop a cooperative plan whereby the owners (Indian Falls Property Owners Association), the assigned users (owners of lots 1, 2, 3, 4) and others, with water rights in their deeds, can utilize irrigation water from the three water rights involved.
3. Earl presented a revised version of the original draft charter for the Indian Falls Water Users Association to the group for their examination and approval. Following a few questions and brief discussions, all parties present signed the charter. Under provisions of the charter, it is considered to be adopted and ratified by the general membership of the presently known potential shareholders. The two outstanding potential shareholders not present at the meeting will be sent copies of the final charter and provided the opportunity to sign. A copy of the executed charter will be forwarded to all signatories.
4. With the adoption of the charter completed the next item of business is election of a Three person management committee, whose term shall be April 1, 2002 – March 31, 2003. Under provisions of the charter the committee shall be composed of a President and two other at-large members, one of which shall be a member of the Indian Falls Property Owner Association Board of Directors. The management committee shall be elected by the membership annually. Following motions and seconds from the floor, Phil Hudgens was elected President with Mark Evans selected as one at-large member. Earl Mapes will serve as the at-large member representing the Indian Falls Board of Directors, at least for the present time.
5. The next topic of discussion concerned the request for information by the Dept. of

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MAY 27 2005

Water Resources and more specifically, the point(s) of diversion and places of use for irrigation water at Indian Falls. Phil stated that it was his understanding from a conversation which he had with Mr. Ruberry last year that he (Mr. Ruberry) had administratively moved the point of diversion upstream to a location at the N. E. corner of lot #1. Earl will call Mr. Ruberry early next week and request a meeting together with Phil to get the point of diversion question resolved.

The discussion next turned to possible routing of a ditch from the diversion point south to lots 4 & 5 with Phil suggesting that it should be placed within the public access easement along that reach of the river. A short period of discussion followed with some general support for the position but Earl urged caution. We must be very careful that we do not create a contentious and divisive issue such as the one experienced last fall concerning activities in this easement.

Note: Post-meeting commentary by author. (We must remember that the Indian Falls Property Owners Association Board of Directors has the exclusive jurisdiction and authority, acting on behalf of all association members, to grant or deny permission to construct the ditch in question within the public access easement. Neither the Indian Falls Water Users Association nor its officers has the authority implied or otherwise, to grant itself permission to do so.) If Phil wishes to do so, he will be provided time to make a presentation to the Board of Directors at its next meeting later this spring.

6. Al Vico (lot #13 and Paul & Dixie Smith (lot #12) both have a water right in their property deeds but because of their location probably must rely on pumping from the river to obtain irrigation water. Since they will not be using any of the ditch conveyance infrastructure, it is recognized that some accommodations will have to be made concerning annual system maintenance assessments to the users.
7. Earl suggested that Al & Paul contact Mr. Ruberry soon to see what is involved with allowing them to pump from the river. It is Earl's understanding that some special applications and/or permits may be required of them.
8. With thanks to all for attending and a special thanks to Yvonne & Mark for hosting The session on such short notice, the meeting was adjourned at 2:30 P. M.

Earl Mapes

Cc: Indian Falls Board of Directors

SCANNED
MAY 27 2005

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98025645

NOTICE OF ASSIGNMENT OF WATER USAGE
INDIAN FALLS PROPERTY OWNERS ASSOCIATION, INC.

On May 24, 1990, Indian Falls Property Owners Association filed for deeded water rights from the Portneuf River for a project called Indian Falls, which is 2.8 miles north of Lava Hot Springs, Idaho, and is located in Township 09S, Range 38E, in Sections 4 & 9 (map attached).

Said water rights are in adjudication with the State of Idaho to prove usage of those rights.

We filed for these rights on May 24, 1990 and they were amended on November 18, 1998. The numbers under these rights are A29-12079, A29-00046 and A29-12078.

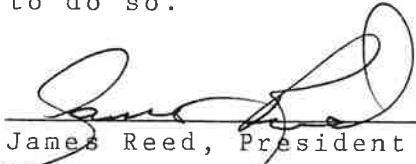
We, the Board of Directors of Indian Falls Property Owners Association, Inc., assign usage of our water rights to Lot 10 of Township 09S, Range 38E, Section 4, also known as Parcels 1, 2, 3, 4 & 5, of Indian Falls Subdivision, Lava Hot Springs, Idaho (30 acres usage).

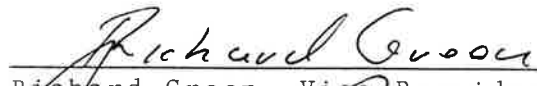
The owners will be Henry P. Hudgens & Joan Y. Maxwell, Parcels 1 & 4; Daniel R. & Patricia Housel, Parcel 3; and Mark W. & Yvonne L. Evans, Parcel 2.

If ownership is changed, the water rights stay with said parcels in the Subdivision.

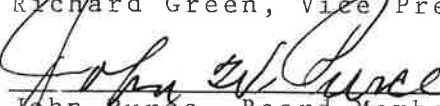
This Assignment is not guaranteed because the adjudication of rights to use the water from the Snake River Basin Water System has not been resolved through the State of Idaho yet.

We allow usage of these water rights according to what power we have to do so.


James Reed, President


Richard Green, Vice President


Allen Vico, Secretary-Treasurer


John Purce, Board Member


Jay N. Anthony, Board Member

SCANNED

MAY 27 2005

March 11, 2002

Dear Indian Falls Member,

Some time ago a draft charter for formation of an Indian Falls Water Users Association was mailed to each presently known potential user of irrigation water at Indian Falls with a request to offer comments and suggestion on its content and structure. With this input, a final version of a charter can then be developed as a first step in an organizational effort. To date, no responses have been received and consequently, no progress has been made in moving this activity forward.

I received the enclosed letter today (March 9, 2002) from Mr. Allen B. Ruberry, Senior Water Resource Agent for the Idaho State Department of Water Resources. His candid displeasure with the Indian Falls Organization for lack of progress in forming a water users association and providing requested information is readily apparent. Mr. Ruberry has been very generous with his time and resources to help us in our effort to secure water rights into the future and is understandably frustrated that we have not done our part sufficiently well to date. It is clear from his letter that our failure to meet the requirements of the Department very soon could well jeopardize the granting of any water for use anywhere within the Indian Falls Subdivision.

Therefore, it is imperative that we cooperatively organize the water users association very soon and make the important initial decisions about points of diversion and places of use in order to provide the required information to the Department. If we fail to act quickly and decisively to organize ourselves and provide the required information to the State, I fear that our opportunity to obtain irrigation water for anyone may be forfeited. I will contact each of you in a few days to schedule a meeting for the purpose of finalizing a Water Users Association Charter, choosing officers and beginning the task of immediately generating the information which the Department of Water Resources has requested.

The following members were mailed copies of the draft charter earlier this year. These same members are being provided with this correspondence and a copy of Mr. Ruberry's letter.

Mark & Yvonne Evans
Phil Hudgens & Joan Maxwell
Allyn Vico
Indian Falls Board Members

Daniel & Patricia Housel
Denny & Shirley Jones
Paul & Dixie Smith

Sincerely,



Earl Mapes

President, Indian Falls Board of Directors

Cc: Mr. Allen Ruberry, I. D. W. R.

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MAY 27 2002

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MAR 12 2002

Department of Water Resources
Eastern Region

February 5, 2002

Dear Indian Falls Property Owner,

For the past several years, the Idaho State Department of Water Resources has been reviewing the legal standing of all irrigation water rights in the Snake River Basin in what is known as the Snake River Basin Adjudication process. As a tributary to the Snake River, the Portneuf River and all its attendant water rights are included in this effort.

As most of you know, certain Indian Falls property owners and board members have been working with the Department of Water Resources for the past several months in the adjudication process, trying to permanently secure irrigation water rights which were filed upon by the Indian Falls Property Owners Association in 1990, but were granted only conditionally, pending the outcome of the adjudication process.

Because of the unique circumstances involving ownership and assigned use of these water rights, the Department has been working with us to find an acceptable water allocation and use plan which can best serve the interests and needs of all parties involved, including the State of Idaho. To this end we have been advised that the best hope for securing irrigation water rights on a permanent basis at Indian Falls rests with the formation of a water users association serving qualifying individual property owners and certain common areas being utilized for hay production.

Enclosed you will find a draft charter for a water users association which conforms with Title 42-1301 of the Idaho Code and has been reviewed by the Department of Water Resources in Idaho Falls. I have also enclosed an example of a two-week irrigation rotation cycle which includes the presently known potential users as referenced in the draft charter. Please bear in mind that this is only an illustrative example to show how a rotation schedule could work and is not necessarily the schedule which the members would actually establish. I would appreciate it if you would review the charter and get back to me by mid March with your comments and/or suggestions. If possible, we need to have an organizational structure in place by April 15th of this year. You can contact me at (208)233-1713 in Pocatello or mail your comments to the Indian Falls mailing address in Lava Hot Springs.

Thanks for your assistance in this matter,

Earl Mapes
President, Indian Falls Board of Directors

SCANNED

MAY 27 2005

Two Week Rotation Cycle = 336 hours.

336 hrs./76.24 acres = 4.4 hours/acre

<u>Lot #</u>	<u>Acres</u>	<u>hrs./rotation</u>
1	6.10	26.84
2	5.04	22.17
3	5.56	24.46
4	7.65	33.66
	<u>24.35</u>	<u>107.13</u>
5	7.10	31.24
11	5.00	22.00
12	5.02	22.09
Common area	<u>34.77</u>	<u>152.99</u>
Total	76.24 acres	335.45

SCANNED
MAY 27 2005

3-2

We do solemnly swear or affirm that we are the Board of Directors for the Indian Falls Property Owners Association, that we have signed the foregoing document in the spaces above as James Reed, President; Richard Green, Vice President; Allyn Vico, Secretary-Treasurer; John Purce, Board Member; and Jay N. Anthony, Board Member of the Indian Falls Property Owners Association, and that the statements contained in the foregoing document are true and correct.

State of Idaho }
County of Bannock } SS.

Subscribed and sworn (or affirmed) before me this 1st day
of December, 1998

Terri J. Small
Notary Public

NOTARY SEAL

Residing at Pocatello, Id.
My Commission Expires 4/28/99

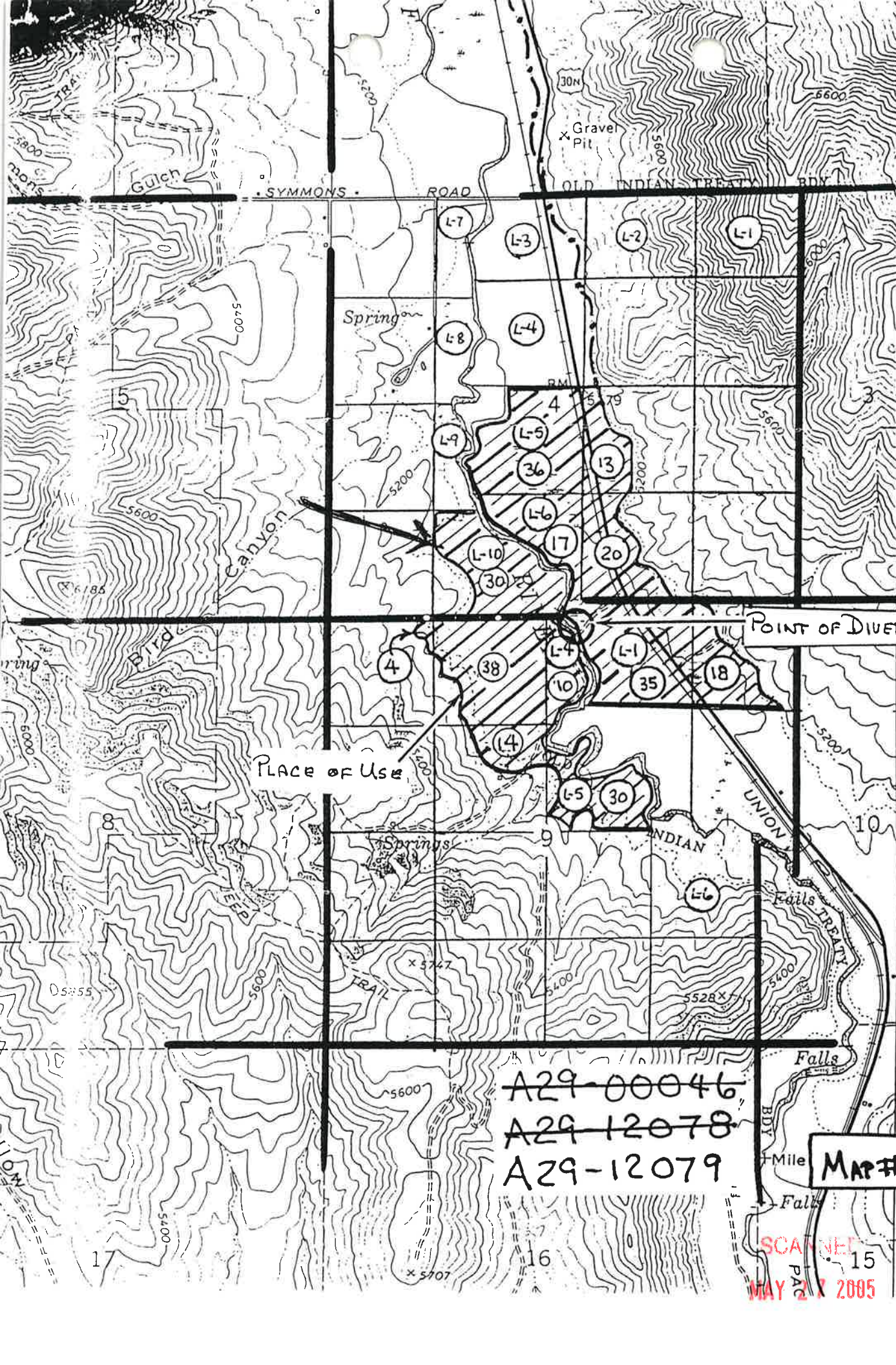
NO **98025645**
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE
'98 DEC 18 PM 1 58
OFFICIAL RECORD BOOK NO 728
BANNOCK COUNTY IDAHO
LARRY D. SMITH RECORDER
FEE 900 DEPUTY UK

SCANNED
MAY 27 2005

3-3
T 8 S
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R38E
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POINT OF DIVERSION #2

PLACE OF USE

A29-00046
A29-12078
A29-12079

MAP #2

SCANNED
PAC
MAY 21 2005

SPRINGS

INDIAN FALLS PROPERTY OWNERS ASSOCIATION

ANNUAL MEETING

LAVA HOT SPRINGS COMMUNITY CENTER

SATURDAY, NOVEMBER, 10, 2001

1:30 P.M.

---AGENDA---

1. Presidents Report
2. Water Rights/Irrigation Water
3. Financial Report and Operating Budgets
4. Proposed Revision of Restrictive Covenants & By-laws
5. Road Maintenance
6. Portneuf River Public Access Easement
7. General Discussion

SCANNED

MAY 27 2005

RECEIVED

OCT 03 2001

Department of Water Resources
Eastern Region

INDIAN FALLS PROPERTY OWNERS ASSOCIATION

Dear Property Owner,

The re-scheduled annual meeting of the Indian Falls Property Owners Association will be held on Saturday, November 10, 2001, in the Lava Hot Springs, Idaho Community Center beginning at 1:30 P.M.

We urge every property owner to attend if possible. The Board of Directors plans to report on a number of items which should be of interest and importance to you. Your input, ideas and guidance are important to the success of the Indian Falls Subdivision.

Your Board of Directors

al,

*We hope you will be able to speak
to our group on November 10. I would
appreciate it if you could let me know
as soon as possible.*

Thanks again

Carl Maper

SCANNED

MAY 27 2005

RECEIVED

AUG 15 2001

Department of Water Resources
Eastern Region

August 15, 2001

Dear Indian Falls Property Owner,

Membership response to the annual meeting/picnic scheduled for August 25th has been very limited with only a few members indicating they plan to attend. We will therefore, cancel the annual meeting scheduled for August 25th and plan to reschedule it for a later time this fall when hopefully attendance will be better. The Board has several important issues to bring before the membership for discussion and input, and we hope to have a larger segment of the owners participate.

We apologize for any inconvenience this change may have caused but we feel it is in the best interest of the Association and its membership to have the annual meetings when the greatest number of us can attend. It appears that perhaps the end of the summer vacation season was not the best time to schedule this event.

Indian Falls Board of Directors

Al,

I'm sorry we had to change plans on such short notice but I hope your schedule will permit you to attend later in the year. Thanks for your willingness to meet with our group.

Best Regards

Carl Mapes

SCANNED

MAY 27 2005

Master Declarations of Covenants, Conditions and Restrictions for Indian Falls Recreational Subdivision

Know all men by these presents.

That the undersigned INDIAN FALLS PROPERTY OWNERS ASSOCIATION, INC., hereinafter called Property Owners Association, are the Owners of the real property, known as INDIAN FALLS RECREATIONAL SUBDIVISION, located in Bannock County, State of Idaho.

NOW THEREFORE, the undersigned do hereby publish and declare that all of the properties described above are held, shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations contained herein and by those certain Use Rules hereinafter described, and the same shall be deemed to run with the land and shall be a burden and benefit to the undersigned. The Owners, their executors, administrators and assigns, and any person or persons acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, employees, and any person or persons acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, employees, and any other person who may in any manner use the property or any part thereof.

1. Definitions: Certain terms are used in there Restrictive Covenants and shall be defined as follows unless the context indicates a different meaning therefore:
 - A. "COVENANTS" Shall mean these Restrictive Covenants created by this instrument which shall become effective upon recording of the same.
 - B. "USE RULES" Shall be the regulations formulated by the Management Committee for the reasonable guidance, control and definitions of use of property permitted, and uses and acts prohibited, as may be necessary and adopted from time to time for the fulfillment of the objectives of these restrictive Covenants provided not in conflict herewith.
 - C. "OWNER" Shall mean collectively and jointly and severally, the record Owner (s) or purchaser (s) entitled to equitable Ownership of a Parcel within the above described property. "Owner" shall include Property Owners.
 - D. "MAINTENANCE COMMITTEE" Shall be in charge of the fund to which property Owners contribute and from which expenditures are made toward mutually beneficial improvements, maintenance, repairs and acquisitions to include but not to be limited to development of culinary water systems, irrigation systems, road systems and utility systems as well as necessary management services and incidental administrative expenses.
 - E. "MANAGEMENT COMMITTEE" Shall mean the governing body elected pursuant to the provisions hereof, having responsibilities and authority herein delegated for the operation and maintenance of the Maintenance Fund.
 - F. "MANAGER" Shall mean the person or firm designated by the Management Committee to execute and enforce Management Committee directives, these Covenants and Use Rules.

- G. "OWNERS" Shall mean the undersigned, jointly and severally, or as joint tenants and not as tenants in common (as appropriate), the sellers of the said parcels to other Owners.
- H. "PARCEL" Shall mean all of the real property as designated as a Cabin/Home Site owned by an Owner within the land and consisting of not less than five (5) acres.
- I. "LAND" Shall mean all real estate covered by these Restrictive Covenants.
- J. "COMMON IMPROVEMENTS" Shall mean improvements, real or personal, owned in common by all OWNERS which Ownership is vested in each Owner, shall be undivided and such Ownership shall be in proportion to the number of parcels owned by the Owner in proportion to the parcels owned by other OWNERS.
- K. "COMMON AREAS" Shall mean all common areas and improvements described above but excluding therefrom, any and all Parcels. Control of the common area shall be turned over to the Management Committee for the benefit of OWNERS of Parcels when 51% of Parcels have been sold to OWNERS. Prior to this time control of common area shall rest with the Indian Falls Property OWNERS Association and be subject to these Restrictive Covenants.
- L. "SINGLE FAMILY DWELLING" Shall mean the shelters built upon the Parcel by the Owner either for permanent or seasonal use.
- M. "HUNTING RESTRICTIONS" Shall mean that there will be no hunting allowed within the confines of the Indian Falls Subdivision, Phase I and II, including Common Areas.

2. **MEMBERSHIP:** Membership in the Indian Falls Property Owners Association, Inc. an Idaho non-Profit corporation, is appurtenant to and shall be a mandatory incident of ownership of any lot in the Indian Falls Subdivision. The general purpose of the Property Owners Association is to further promote the community welfare of property owners in the subdivision. The Property Owners Association shall be responsible for the improvement, maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all common areas and recreational facilities and other properties within the subdivision as it may from time to time own, and for the payment of liability insurance premiums and taxes incident to the ownership and operation of common areas and recreational facilities. The Property Owners Association shall specifically assume responsibility for private road improvements, maintenance and snow removal which shall be and remain the obligation of the Property Owners Association.

The Property Owners Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to assess and collect from every member of the Property Owners Association a uniform annual charge per single family lots within the subdivision which if not paid when due shall bear interest from the due date. The Property Owners Association may publish the name of a delinquent member and may file notice that it is the Owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, which lien shall encumber the member's lot or lots and may be foreclosed in accordance with the laws of the State of Idaho. The Board of Directors of the Property Owners Association shall fix the amount of the annual charge per lot, which may vary from year to year depending on the amount required to meet the obligation of the Property Owners Association.

3. **OBJECTIVES:** The objective of these covenants and the project contemplated hereby shall be to make available Ownership of all Single Family Dwelling Sites of five (5) Acres each and approximately 308

acres of Common Area all in a natural or near natural setting, tending to preserve in an unspoiled state, the amenities offered by the relatively secluded and mountainous terrain, flora, and streams of the land and Portneuf River.

4. **VOTING:** At any meeting of the Owners, each Owner shall be entitled to cast the number of votes equaling the number of Parcels which he owns. Any Owner may attend and vote at such meeting in person or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Management Committee or Manager. Where there is more than one Owner of record or equitable Owner for a parcel, any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously on behalf of any one Parcel in order to cast the vote to which they are entitled.
5. **MEETINGS:** The presence at any meeting of Owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the Owners present though less than a quorum, may adjourn to a later date and give notice thereof to all Owners in accordance with the provision of Paragraph 5 hereof, and at that meeting the presence of Owners holding in excess of thirty percent (30%) of the total votes shall constitute a quorum for the transaction of business. Unless otherwise expressly provided in this declaration, any action may be taken at any meeting of the Owners upon the affirmative vote of the majority of the voting power of the Owners present and voting, provided that a quorum is present as provided for above.
- A. **ANNUAL MEETING:** Unless otherwise notified, there shall be a meeting of the Owners on the second Saturday in July of each year at 10:00 a.m. upon the Common Area or at such other reasonable place in Bannock County or time (not more than 35 days before or after such date) as may be designated by written notice of the Management Committee delivered to the Owners not less than ten (10) days prior to the date fixed for the said meeting. At the Annual Meeting, the Management Committee shall present an audit of the common expenses, itemizing receipts and disbursements for the calendar year to date, the allocation thereto each Owner, and the establishment of common expenses for the present and coming calendar years, which shall be January 1 through December 31. Within twenty (20) days after the Annual Meeting, said statement shall be made available to all Owners, upon request.
- B. **SPECIAL MEETINGS:** Special meetings of the Owners may be called at any time for the purpose of considering matters which by the terms of this declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meeting shall be called by written notice, signed by a majority of votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place (in Bannock County) of the meeting, and the matters to be considered thereat.
6. **NOTICES:** Any notices permitted or required to be delivered as provided herein may be delivered either personally to the Owner with an Owner signature line and date of delivery, Certified Mail along with normal mail to current address or to an address that Owner has designated in writing to the Management Committee or the Manager.
- A. Notices may be given at the election of the Management Committee, by publishing an announcement in a newspaper of general circulation in Bannock County twice a week for two (2) consecutive weeks, not more than thirty (30) nor less than five (5) prior to the meeting called thereby.

7. **MEMBERSHIP, ELECTION AND PROCEEDINGS OF THE MANAGEMENT COMMITTEE:**

- A. **MEMBERSHIP:** The Management Committee shall consist of three (3) members who shall each be Owners. Property Owners Association shall appoint the initial three members of the Management Committee to serve until their successors have been duly chosen.
- B. **ELECTION:** At each annual meeting the Owners shall elect members to fill vacancies of the Management Committee. Each Owner shall have one vote for each member of the Management Committee. Cumulative voting will not be allowed. Voting shall be regulated as described in paragraph 3 above. The candidates receiving the highest number of votes shall be deemed elected.
- C. **TERM:** Elected members of the Management Committee shall serve for a term of three (3) years each or until the successor has been qualified and elected, and shall serve until their death, resignation, or removal; provided that if any member ceases to be an Owner, his membership in the Management Committee shall thereupon terminate. Vacancies shall be filled by vote of the Owners at the earliest meeting thereafter.
- D. **RESIGNATION and REMOVAL:** Any member may resign at any time by giving written notice to the Manager, and any member may be removed from membership on the Management Committee by vote of the Owners; provided that unless the entire Management Committee is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds thirty three percent (33%) of the votes cast.
- E. **PROCEEDINGS:** Three (3) members of the Management Committee shall constitute a quorum and if a quorum is present, the decision of a majority of those present shall be to act of the Management committee. The Management Committee shall elect a chairman who shall preside over both its meetings and those of the Owners. Meeting of the Management Committee may be called, held and conducted in accordance with such regulations as the Management committee may adopt. The Management committee may also act without a meeting by unanimous written consent of its members.
- F. **NOTICE of ELECTION:** After the first election of the Management Committee, Property Owners Association shall execute, acknowledge, record and append hereto an affidavit stating the names of all of the members of the Management Committee. Thereafter any two (2) persons who are designated or recorded as being members of the most recent Management Committee (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Management Committee. The most recently recorded of such affidavit shall be prima facie evidence that the person named therein are all of the incumbent members of the Management Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

8. **AUTHORITY OF MANAGEMENT COMMITTEE:** The Management Committee for the benefit of the Parcel Owners, shall enforce these Covenants and Use Rules and shall have Further authority and responsibility as follows:

- A. To the extent the Property Owners Association may express by 2/3 majority vote to

undertake necessary action for the providing of culinary water and necessary pumps and storage equipment essential to the same; provided that any excavated areas shall be returned to their natural state as soon as installation or maintenance has been completed; a seasonal system may be developed if Property Owners Association so vote.

- B. To establish rules and regulations for the placement and concealment of fuel tanks, whether owned in common or by the Parcel Owners;
- C. To grade, gravel, surface, repair, and maintain roadways and bridges within and upon said land;
- D. To establish reasonable rules for fencing (or prohibition against fencing) of property;
- E. To keep records of receipts and expenditures and conduct account and audits as appropriate;
- F. To establish reasonable rules for the use of Common Improvements such as water usage priorities, parking, roads, bridges, maintenance responsibility for Common Improvements.
- G. To incorporate the Management Committee authority and duties with the property Owners being the shareholders subject to the voting power described in paragraph 3 of these restrictive covenants; the Management Committee, if incorporated, to own common buildings, utilities and improvements, real and personal, as necessary to achieve the purposes of this act. If incorporated, the Manager shall be the president of such corporation and the Management Committee its directors.
- H. To dedicate streets and utilities to governmental bodies as appropriate.
- I. To waive payments to the Maintenance Fund exchange for the reasonable value of services rendered by an Owner, when approved in writing by the Management Committee.
- J. To retain the services of a person or firm to manage its affairs (The Manager) to the extent deemed advisable by the Management Committee as well as such other personnel for the operation of the Common Improvements whether such personnel are employed directly by the Management Committee or are furnished by the Manager.
- K. To make expenditures and commitments for payment of materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Management Committee is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the operation of the Common Improvements, making emergency repairs and protection of individual land, or for the enforcement of these covenants or Use Rules, provided that if any such expenditure is justly allocatable to less than 75% of the Parcels, the costs thereof shall be specifically assessed to the Owners of such Parcels.
- L. To borrow funds and pledge Common Improvements as collateral in order to generate temporary funds with which to fulfill management duties and pay for authorized expenditures.
- M. To establish reasonable rules and regulations regarding the improvement and usage of the

02/18/2003

NOTICE OF ERROR
REPLY

Allen

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 21, 2003

Water right number: 29-46

INDIAN FALLS WATER USERS ASSOC
PHIL HUDGENS PRES
PO BOX 134

LAVA HOT SPRINGS ID 83246
Telephone Number: (208) 254-3062

INDIAN FALLS PROPERTY ASSN
C/O EARL MAPES
1061 SAGEWOOD PL

POCATELLO ID 83201
Telephone Number: (208) 233-1713

RECEIVED
APR 03 2003
Department of Water Resources
Eastern Region

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

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

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

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

DATE: 3/28/03 SIGNATURE: Earl C Mapes
Please print your name: Earl C Mapes

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

PROFILED

SCANNED
MAY 27 2005

02/18/2003

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 21, 2003

Water right number: 29-46

INDIAN FALLS WATER USERS ASSOC
PHIL HUDGENS PRES
PO BOX 134

LAVA HOT SPRINGS ID 83246
Telephone Number: (208) 254-3062

INDIAN FALLS PROPERTY ASSN
C/O EARL MAPES
1061 SAGEWOOD PL

POCATELLO ID 83201
Telephone Number: (208) 233-1713

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

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

DATE: 3-29-03 SIGNATURE: Henry P. Hudgens
Please print your name: HENRY P. HUDGENS

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

SCANNED
MAY 27 2005
PROFILED

CHANGE IN ADDRESS

This form is solely for purposes of notifying IDWR of a change in address of an adjudication claim.

[] Water Right Number(s): A29-00046
A29-12078
A29-12079

[] Old Mailing Address: Indian Falls Property Assn.
c/o Jay Anthony
P.O. Box 201 INkom Id 83245

[] New Mailing Address: Indian Falls Property Owners Assn
P.O. Box 371 c/o Earl Mapes
Lava Hot Springs Id 84044

[] Telephone Number: (208) 233-1713

[] Signature of Claimant: Earl C Mapes

[] Date: July 2, 2001

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

PROFILED

SCANNED

MAY 27 2005

Received IDWR
7/2/01
[Signature]

8 March 2002

Mr. Earl Mapes, President
Indian Falls Property Owner's Association
1061 Sagewood Pl
Pocatello, ID 83201

Re: LACK OF RESPONSE TO REQUESTS

Dear Mr. Mapes:

As you know, I have been working on the Snake River Basin Adjudication (SRBA) water right claims in your area of Basin 29. Over the past year I have met with you and several members of your organization, several times, in an attempt to rectify the problems associated with the water rights appurtenant to the property now held by members and the Indian Falls Property Owner's Association. I have even solicited assistance from an IDWR attorney in an effort to resolve some off these problems, at no cost to your group.

Last Fall I was asked to speak at your annual members meeting addressing the water right issues now before your group. Some of these issues include: The 1998 agreement assigning the rights to Mr. H. P. Hudgens, et al; the formation of a water users association and I have even provided a draft as sample for organization purposes; on-site inspection and the proposed amendment of existing water right claims to correct elements such as point(s) of diversion and place(s) of use; extensive GIS research to determine place of use and correlation of respective ownership of division parcels and I have mailed copies of the results for your perusal in making suggested amendments.

The point is simply this: I have done everything you and your organization have asked of me and even gone beyond the scope of my position description in an effort to assist your organization in realizing favorable recommendations of the claimed water rights for the Indian Falls (group). However, with all this said and done, on my part, I have not received requested information from your group. The SRBA Basin 29 recommendations will be completed in June in final form to be presented as a Preliminary Director's Report to the claimants, then on to the SRBA court for processing as Partial Decrees. At this time, the Indian Falls (group) water rights are subject to significant reductions or even disallowal intoto.

PROFILED

SCANNED

MAY 27 2005

Indian Falls
Page 2

There is also the matter of the Extended Season of Use of the water rights beyond the season defined by the Union Grain and Elevator Decree, August 6, 1932. I have enclosed a copy of a letter describing the extended season concept. If you feel this type of claim is significant to your group then an additional claim is required.

If your group intends to pursue favorable recommendations to claimed water rights, in some form, you (someone) must provide the requested information immediately.

Thank you for your attention in this significantly important matter. Should you or your constituents have questions regarding this matter please feel free to contact me.

Respectfully submitted,

Allen B. Ruberry
Sr. Water Resource Agent

cc; file

enclosure: D.R. Tuthill Letter, Nov. 23, 2001, *Portneuf River Season of Use*

PROFILED

SCANNED
MAY 27 2005

November 19, 2001

Earl Mapes
Indian Falls Property Owners' Association
1061 Sagewood Pl
Pocatello, ID 83201

Re: Indian Falls Water Users Association

Dear Mr. Mapes:

Allen Ruberry from the Idaho Department of Water Resources Idaho Falls office has contacted me concerning some questions you have about the formation of the Indian Falls Water Users Association. He has faxed me a copy of the draft Charter.

It appears that the intent of the Association is to own the water rights listed in the charter. However, based on your conversations with Mr. Ruberry and our information about the water rights, it seems that the water rights are currently split among various people conveyed through various deeds.

In order to recommend these water rights in the name of the Association, the Department needs a change of ownership accompanied by proof that the Association is now the owner of the water rights. You can obtain a change of ownership form from the IDWR Idaho Falls office; the phone number is (208) 525-7161.

I suggest that you contact an attorney concerning this matter in order to make sure that your Association is properly formed and that it holds the water rights properly.

Sincerely,

Candice M. McHugh
Deputy Attorney General, IDWR

cc: Allen Ruberry, IDWR Idaho Falls Office

PROFILED

SCANNED
MAY 27 2005

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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	29-00046				
	29-12078	(contains Decadroit Rts)			
	29-12079	(contains Decadroit Rts)			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are 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) INDIAN FALLS PROPERTY OWNERS ASSOC.
4. New Owner/Claimant(s) INDIAN FALLS WATER USERS ASSOC.
- Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address % Phil Hudgens, President
- City, State and ZIP Code PO Box 134 LAVA HOT SPRINGS ID
- New Telephone Number (208) 254-3062 83246
5. Date you acquired the property _____

SCANNED

PROFILED

MAY 27 2005

IPM101 |

PARCEL MASTER INQUIRY

| [2002] | [INQUIRY] | [02/06/02]

Parcel No	[RRIF2004100]	Status	[]	Legal Description	
Owner Name	[INDIAN FALLS PROPERTY OWNERS]			[COMMON AREA 34.77 AC]	
Address 1	[ASSOCIATION]			[COMMON AREA 20.51 AC]	
Address 2	[PO BOX 371]			[COMMON AREA 57.0 AC]	
Address 3	[]			[INDIAN FALLS RECREATION DEV]	
Address 4	[]			[PHASE 2]	
City	[LAVA HOT SPRINGS]	St	[ID]		
		Zip	[832460000]	Comment	
Property House	Dr	Street		[MV INC ON INDIVIDUAL LOTS]	
Address [000000]	[]	[]		[]	
Property Type	[RS]	Deed Number	[99666182]		
Code Area	[006000]	Old Deed No	[89015452]		
Bank Code	[]	Previous No	[]		
LL [00]	SM [00]	Next Parcel	[]	Homeowner's	[]
		Last Signed	[]		
CB Code	[]			Hardship Flag	[]
CB Amount	[]	.00]		Hardship Pct	[.00]
--- Urban Renewal	-----				
Code []	Base []			Appr area [05]	Geo area []

Rec'd
3/28/02
AAR

SCANNED
MAY 27 2005

| IPL001 | PARCEL REGATION MAINTENANCE | UPDATE | 07/18/01 |

NEXT OPT [] JOB NO [20200047]
PARC [RRIF2004100] SEARCH []
OWNER INTERNATIONAL RECREATION MGT
ADDR PO BOX 325

LOGAN UT 843230325
LEGAL COMMON AREA 34.77 AC
COMMON AREA 20.51 AC
COMMON AREA 57.0 AC
INDIAN FALLS RECREATION DEV
PHASE 2

000000
C-area 006000 Map 05 Geo He
COMM MV INC ON INDIVIDUAL LOTS
PROP TYPE RS
DEED
TOTAL ACRES THIS PAGE

INDEX 0001 SCROLLING BY NEW PARCEL
OPEN PARC [] NEW PARC [RRIF2004100]
[INDIAN FALLS PROPERTY OWNERS]
[ASSOCIATION]
[PO BOX 371]
[]
[]
[LAVA HOT SPRINGS] [ID] [832460000]
[COMMON AREA 34.77 AC]
[COMMON AREA 20.51 AC]
[COMMON AREA 57.0 AC]
[INDIAN FALLS RECREATION DEV]
[PHASE 2]
[]
[000000] [] []
006000 Ma05 Ge Acres
[MV INC ON INDIVIDUAL LOTS]
PREV NO [] TAX NO []
DEED [99666182]
DEED [89015452]
OLD RSH NO []

You can only inquire into this job. It has been completed



BANNOCK COUNTY
POCATELLO, IDAHO

JO LYNN ANDERSON

Cadastral Technician

BANNOCK COUNTY ASSESSOR'S OFFICE

P.O. Box 4969
Pocatello, ID 83205-4969

OFFICE: (208) 236-7263
FAX: (208) 236-7033

This change has been made

7/18/2001

SCANNED
MAY 27 2005

29-6

99006182

Common Areas, such as Recreational Development, Picnic Areas, continued use of Hay Removal and possible grazing and Wild Bird Refuge.

9. EASEMENTS-PROPERTY OWNERS' RIGHTS RESERVED, UTILITIES AND ROADS:

- A. Property Owners have reserved to themselves, their heirs, administrators and assigns, the rights to all minerals and hydrocarbons and to extract and develop the same. Property Owners also reserve for themselves, their heirs, administrators, and assigns perpetual easements upon existing roadways and upon such additional roadways as necessary together with the right to maintain and improve said roadways as necessary together with the right to maintain said roadways as reasonable and necessary for purposes of ingress and egress of vehicles, foot traffic, and driving of livestock upon the Common Areas. Such easements and reservations may be contained in individual deeds to the Owner.
- B. Road easements are hereby reserved for the ingress to and egress from each Parcel. Such road easements shall have a width of not less than fifty (50) feet unless otherwise required and shall be located and if necessary, relocated as determined by the Management Committee. Legal descriptions and plats thereof may be recorded and filed by the Management Committee. Road easements shall also be used for power, water, telephone, gas or other utilities.
- C. Easements and licenses for right-of-ways heretofore granted and presently in effect or which may hereafter be granted upon the Common Areas and unless otherwise restricted in such easement or license for right-of-way shall not be terminated or withdrawn except with the consent of the Grantee thereof or except upon good and sufficient cause as determined by the Management Committee. Violation of the terms of such easement or license agreement, trespass or force majeure shall constitute sufficient reasons for termination.

10. ZONING COMPLIANCE AND SIDE YARDS:

- A. The Owner's Parcels and use thereof shall comply with County Ordinances and other laws of governmental entities having jurisdiction, the same to be as effective as if fully incorporated herein and the Management Committee shall be entitled to enforce the same by action at law for damage or by specific performance and to recover reasonable attorney's fees as part of an award.
- B. Location of Single Family Dwelling upon the Parcel shall be subject to the prior written approval of the Management Committee and in no event shall the setback from the front property line be less than thirty (30) feet, nor shall the rear property line be less than thirty (30) feet nor shall the side property lines be less than twenty (20) feet; provided, however, the Management Committee may grant or control exceptions to the foregoing property line requirements for good cause shown. The Owner shall be responsible for complying with County Zoning Ordinances and obtaining variances where required.
- C. Minimum Parcel Size shall consist of not less than five (5) acres, unless approved by Management Committee.

11. DELEGATION TO MANAGER: The Management Committee may delegate any of its duties, powers, authority or functions to act as Manager of the project; provided that any such delegation shall be revised

upon the notice by the Management Committee. The members of the Management Committee shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Management Committee. In the absence of any appointment, the chairman of the Management Committee shall act as manager.

12. **EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNERS:** Each OWNER shall be entitled to exclusive Ownership and possession of his Parcel; subject, however, to easements recorded and unrecorded and subject to the rights of other Owners to traverse his property, these Covenants and Use Rules. Each Owner shall be entitled to an undivided interest in the Common Areas and Common Improvements.

13. **LIMITATION ON THE USE OF PARCELS AND COMMON IMPROVEMENTS:**

- A. Each Owner shall maintain his Parcel and his improvements thereon in good order, condition and repair and in a clean and sanitary condition. It is understood that animals shall be managed in a husband-like manner and no Owner shall permit noxious odors, loud noises, or other nuisances to emanate from his parcel.
- B. No Owner shall occupy or use his Parcel or permit the same or any part thereof to be occupied or used for any purpose other than as a single residence; which shall be a minimum of 750 square feet on the ground floor living space and not to exceed 2½ stories in height, and shall be permitted to use, to conduct; and to maintain not in excess of one added building for housing of vehicles, machinery, animals or storage items. Improvements to be constructed on a Parcel shall be subject to the approval by the Management Committee as to exterior design, and size, which approval shall not be unreasonably withheld. Completion of the exterior construction must be accomplished within twelve (12) months from date of commencement of construction of any building. Building permits are required prior to commencement of construction in accordance with applicable law. Materials used in construction of improvement shall be coordinated in appearance to blend with the natural surroundings of the area.
- C. All pets, livestock, poultry and other animals may be kept, raised and maintained only pursuant to the Use Rules formulated by the Management Committee and as limited by pertinent county zoning restrictions. With the exception; no pigs shall be permitted either for commercial or personal use.
- D. There shall be no commercial activities conducted upon any parcel that would conflict with any existing laws.
- E. No Sign of any kind shall be displayed to the public view on any lot, parcel or roadway in the development.
- F. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste shall be kept in secure and sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.
- G. Temporary structures such as vacation trailers, motor homes, or tents may be located on Phases I and II on a temporary basis while construction of a permanent structure; or for seasonal use.

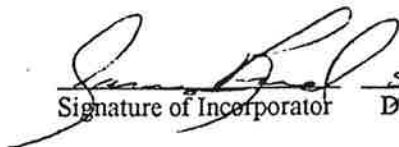
- H. There shall be no felling or dropping of live trees except as necessary and essential for construction of homes and improvements.
- I. Such other restrictions as set forth herein by reference or by Use Rules.
14. **FAILURE OF MANAGEMENT COMMITTEE TO INSIST ON STRICT PERFORMANCE:** The failure of the Management Committee or Manager to insist in any one or more instances, upon the strict performance of these covenants or to exercise any right or operation herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, or such terms, covenants, conditions, or restrictions but such term, covenants, conditions or restrictions shall remain in full force and effect. The receipt by the Management Committee or Manager or any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and in waiver by the Management Committee or Manager of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.
15. **LIMITATION OF MANAGEMENT COMMITTEE'S LIABILITY:** The Management Committee shall not be liable for any failure of water supply or other service to be obtained and paid for by the Management Committee hereunder or for injury or damage to person or property caused by the elements or by another Owner or person in the Development or resulting from electricity, water, rain dust or sand which may leak or flow from the outside or from any part of the buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by gross negligence of the Management Committee. No diminutive or abatement of Maintenance Fund payment obligations shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with a law, ordinance or order of a governing authority except as otherwise provided herein.
16. **INDEMNIFICATION OF MANAGEMENT COMMITTEE MEMBER:** To the extent not covered by insurance, each member of the Management Committee shall be indemnified by the Owners against all expenses and liability including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being of having been a member of the Management Committee, or any Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of gross negligence, willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interest of the Management Committee.
17. **AUDIT:** Any Owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Manager or Management Committee. The Management Committee at the expense of the Maintenance Fund, shall obtain an audit of all books and records pertaining to the project at annual intervals and shall immediately furnish copies thereof to the Owners.
18. **AMENDMENTS:** Except as otherwise provided herein, the provisions of these restrictive covenants may be amended, modified or rescinded by an instrument in writing, signed and acknowledged by the record Owners holding 75% of the total acreage hereunder which amendment shall be effective and prima facie evidence thereof upon recordation in the office of the Recorder of Bannock County, State of Idaho.
19. **SEVERABILITY:** The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision hereof.

Articles of Incorporation

- A: The name of the corporation shall be Indian Falls Property Owners Association.
- B: The period of duration shall be perpetual.
- C: The Corporation is organized under Internal Revenue Service Code Section 538 for the purpose of providing for the acquisition, construction, management, maintenance, and care of the Homeowner's Association realstate property.
- D: The aggregate number of shares which the Corporation shall have authority to issue is 100,000 and all shares included in the aggregate shall not have any par value.
- E: There shall be only one class of stock unless authorized by Board of Directors by virtue of Section F:
- F: The authority shall be vested in the Board of Directors to establish series and fix and determine the variations in the relative rights and preferences as between series.
- G: The shareholders shall have preemptive rights for maintaining their percent of ownership of the total Association properties.
- H: All provisions shall be consistent with Idaho State Code.
- I: The mailing address of the Corporation shall be:
P.O.Box 386
Lava Hot Springs, Idaho 83246
- J: The number of directors constituting the initial Board of Directors are 4. Their names and addresses are:
President..... James Reed 1660 W. 7800 S. Rexburg, Idaho 83440
Vice President..... Richard Green 13253 N. Walton Rd Pocatello, Idaho 83202
Board Member..... Jay Anthony P.O.Box 201 Inkom, Idaho 83245
Board Member..... John Purce 446 N. 6th Ave Pocatello, Idaho 83201
Sec / Treasurer..... Al Vico P.O.Box 386 Lava Hot Springs, Idaho 83246

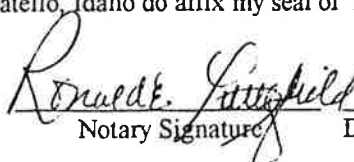
This board will serve until their successors are elected and qualify.

K: I, James Reed 1660 W. 7800 S. Rexburg, Idaho 83440, do sign and deliver, in duplicate, to the Secretary of State of the State of Idaho these articles of incorporation for the Indian Falls Property Owners Association.


Signature of Incorporator Date 5/18/96

The above Incorporator James Reed, of Rexburg, is known by me and has appeared before me for the purpose of signing the above Articles of Incorporation. I do witness the same. I, Ronald E. Littlefield, residing in Pocatello, Idaho do affix my seal of Notary Public for the State of Idaho.

My commission expires 3-31-98


Notary Signature Dated 5-6-96

SCANNED

MAY 27 2005

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Indian Falls Property Association
40 Jay Anthony
Name of Claimant

(208) 237- 5000
Phone Number

P.O. Box 2125
Mailing Address

Pocatello
City

Idaho
State

83206
Zip

Bannock
County(s) where place of use is located

May 1, 1990
Date claim originally due

29- 00033/00034/00040/00041/00042/00045/00046
Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

Forming association, collecting fees & water rights
research is taking longer than anticipated.

Help by Keith Wilson - Idaho Falls
WATER Resources Board

Claimant requests an extension to June 1, 19 90

Jay Anthony
Signature 4-24, 19 90
Date of request

Association Pres.
Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [☒ granted] [☐ denied] for the following reasons:

and if granted the filing deadline is extended to June 1, 19 90

Signed this 28 day of April, 19 90

SCANNED

MAY 27 2005

Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

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MICROFILMED

MAY 13 1992

ATTN. Adjudication
CLAIMS
Dept.

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 29-46
Date Received: 5/24/1990
Receipt No: E014671
Received By:

AMENDED

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
NOV 18 2002
Department of Water Resources
Eastern Region

1. Name of Claimant(s)

INDIAN FALLS WATER USERS ASSC Phone: (208) 254-3062

PHIL HUDGENS PRES
PO BOX 134

LAVA HOT SPRINGS ID USA 83246

INDIAN FALLS PROPERTY ASSN Phone: (208) 233-1713

C/O EARL MAPES
1061 SAGEWOOD PL

POCATELLO ID USA 83201

2. Date of Priority: 07/14/1902

3. Source: PORTNEUF RIVER , PORTNEUF RIVER , PORTNEUF RIVER Trib. to: SNAKE RIVER
, SNAKE RIVER , SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
09S	38E	4	SE	SE	SW 10	BANNOCK	
09S	38E	4	SE	SE	SW 6	BANNOCK	
09S	38E	4	SW	SE	NW 4	BANNOCK	

5. Description of diverting works:

HEADGATES TO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	09/15	0.4	

SCANNED

MAY 27 2005

PROFILED

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
09S	38E	4	NE	SW	5	IRRIGATION	35
			NW	SE		IRRIGATION	0.9
			SW	SE		IRRIGATION	7.6
			SE	SW	1	IRRIGATION	28.2
			Section Acres				
09S	38E	9	NW	NE	1	IRRIGATION	25.6
			NW	NE	4	IRRIGATION	10.5
			NE	NW		IRRIGATION	28.4
			SE	NW		IRRIGATION	3
			SW	NE	5	IRRIGATION	5.3
Section Acres						72.8	
Total Acres						144.5	

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

CLAIM ANEMDED TO CORRECT POU AND PODS. ALSO TO CHANGE OF ADDRESS OF ASSOC. PRES.

15. Basis of Claim: Decreed

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.

SCANNED
MAY 27 2005

PROPTIA

Number of attachments: _____

For Organizations:

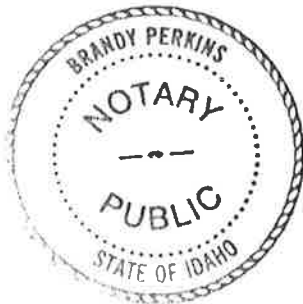
I do solemnly swear or affirm that I am President of
Title
Indian Falls Property Owners Association, that I have signed the foregoing
Organization
document in the space below as President of
Title
Indian Falls Property Owners Association and that the statements contained in the
Organization
foregoing document are true and correct. Carl Maper
Signature of Authorized Agent
President, Indian Falls Property Owners Association
Title and Organization
Nov. 15, 2002
Date

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this
of Nov. 15 2002

Brandy Perkins
Notary Public

Residing at Peacatello, ID
My commission Expires 7.12.07



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: **A29-00046**
Date Received: 5/24/1990
Receipt No: E014671
Received By: Kaw

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: INDIAN FALLS PROPERTY ASSN 208-775-3754
Address: C/O JAY ANTHONY
PO BOX 201
INKOM ID 83245

2. Date of Priority: JUL 14, 1902

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08S	38E	28	NE	SW			BANNOCK
09S	38E	9	NW	NE	1		BANNOCK
			NW	NE	4		BANNOCK

5. Description of diverting works:
HEADGATE TO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.400		

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

8. Total consumptive use is 169.8 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	38E	4	NE	SW	5	IRR	36.0

A29-00046

Page

1

Date: 11/18/98

PROFILED

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MAY 27 2005

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres	
09S	38E	4	SE		SW	6	IRR	17.0	
			SE		SW	10	IRR	30.0	
			NW		SE		IRR	13.0	
			SW		SE		IRR	20.0	
		Section Acres							116.0
		9	NE		NE		IRR	18.0	
			NW		NE	1	IRR	35.0	
			NW		NE	4	IRR	10.0	
			SW		NE	5	IRR	30.0	
			NE		NW		IRR	38.0	
NW			NW		IRR	4.0			
SE			NW		IRR	14.0			
Section Acres							149.0		
Total Acres							265.0		

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
A29-12078/12079

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

UNION GRAIN & ELEVATOR CO.
Decree Plaintiff

MCCAMMON DITCH CO. ET. AL.
vs Decree Defendant

SCANNED

MAY 27 2005

PROFILED

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 Part Owners Board of Directors of Indian Falls Prop Owners Assoc that I have signed the foregoing document in the space below as Board of Directors of Indian Falls Prop Owners Assoc and that the statements contained in the foregoing document are true and correct.

Jay N. Anthony
Signature of Authorized Agent
Board of Directors
Title and Organization
Indian Falls
11-23-98
Date

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 23rd day
of November 19 98

Ken J. Hall
Notary Public

Seal

Residing at Pocatello, Id.
My Commission Expires 4/28/99

SCANNED

MAY 27 2005

PROFILED

For Organizations:

I do solemnly swear or affirm that I am Treasure/owner
Title
INDIAN FALLS PROP. ASSOC. that I have signed the foregoing
Organization
document in the space below as Treasure/owner of
Title
INDIAN FALLS PROP. ASSOC. and that the statements contained in the
Organization
foregoing document are true and correct.

Jay Anthony
Signature of Authorized Agent
Indian Falls Prop. Association
Title and Organization
5-24-90
Date

State of Idaho)
County of Bonneville) ss.

Subscribed and sworn (or affirmed) before me this 24 day
of May 19 90

Betty J. Thompson
Notary Public

Seal

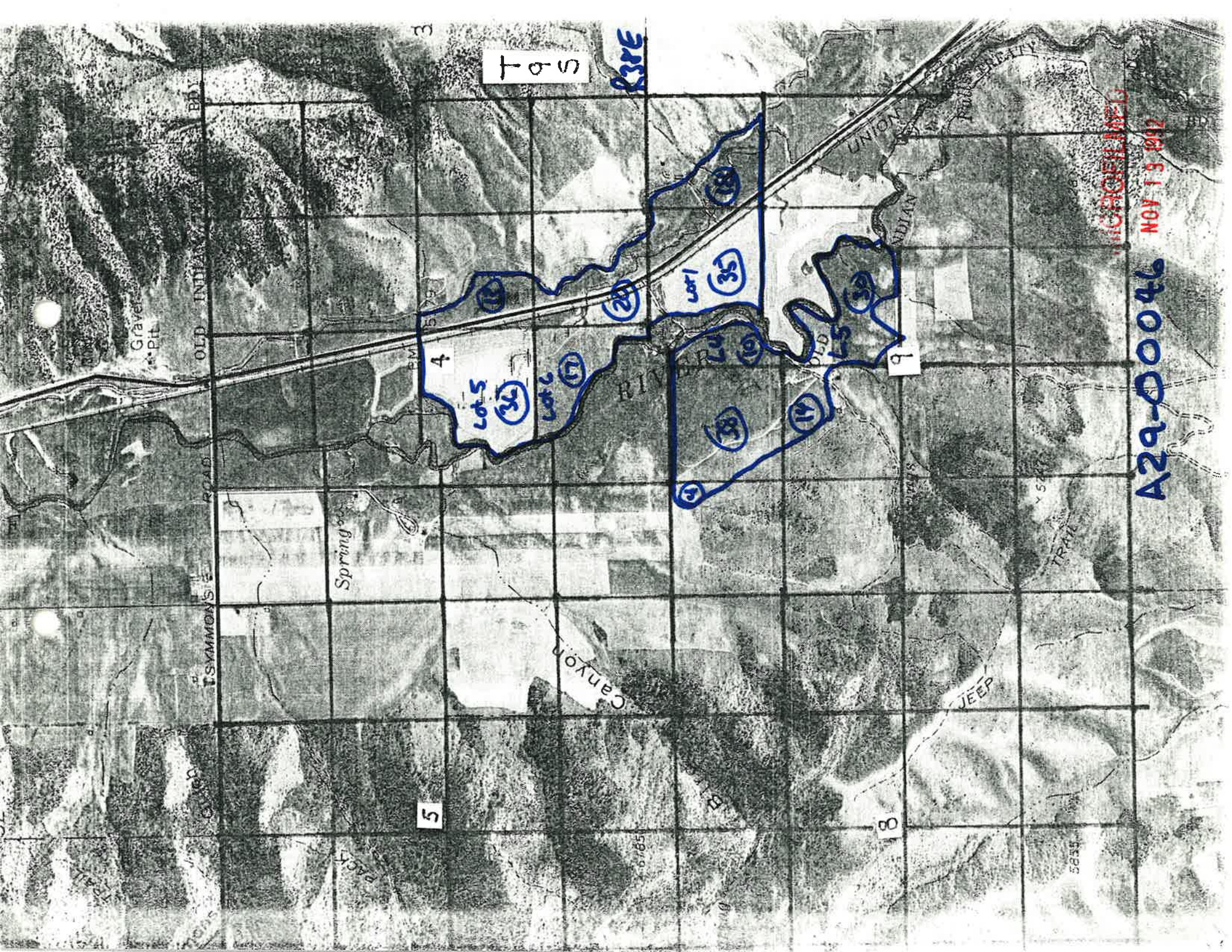
Residing at BETTY J. THOMPSON, NOTARY PUBLIC

My Commission Expires RESIDING AT IDAHO FALLS, IDAHO
MY COMMISSION EXPIRES: 6-30-94

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SCANNED
MAY 27 2005

MICROFILMED
NOV 13 1992



Top

338

MICROFILMED

A29-00046 NOV 13 1992

POINT OF DIVERSION



SEE 2nd MAP FOR 2nd
POINT OF DIVERSION AND
PLACE OF USE



A29-00046
A29-12078
A29-12079

MAP #1

R38E

T
8
S

SCANNED
MAY 27 2005

PROTECTED

4729
42'30"

4728

4727

(BANCROFT 1:62 500)
3669 III

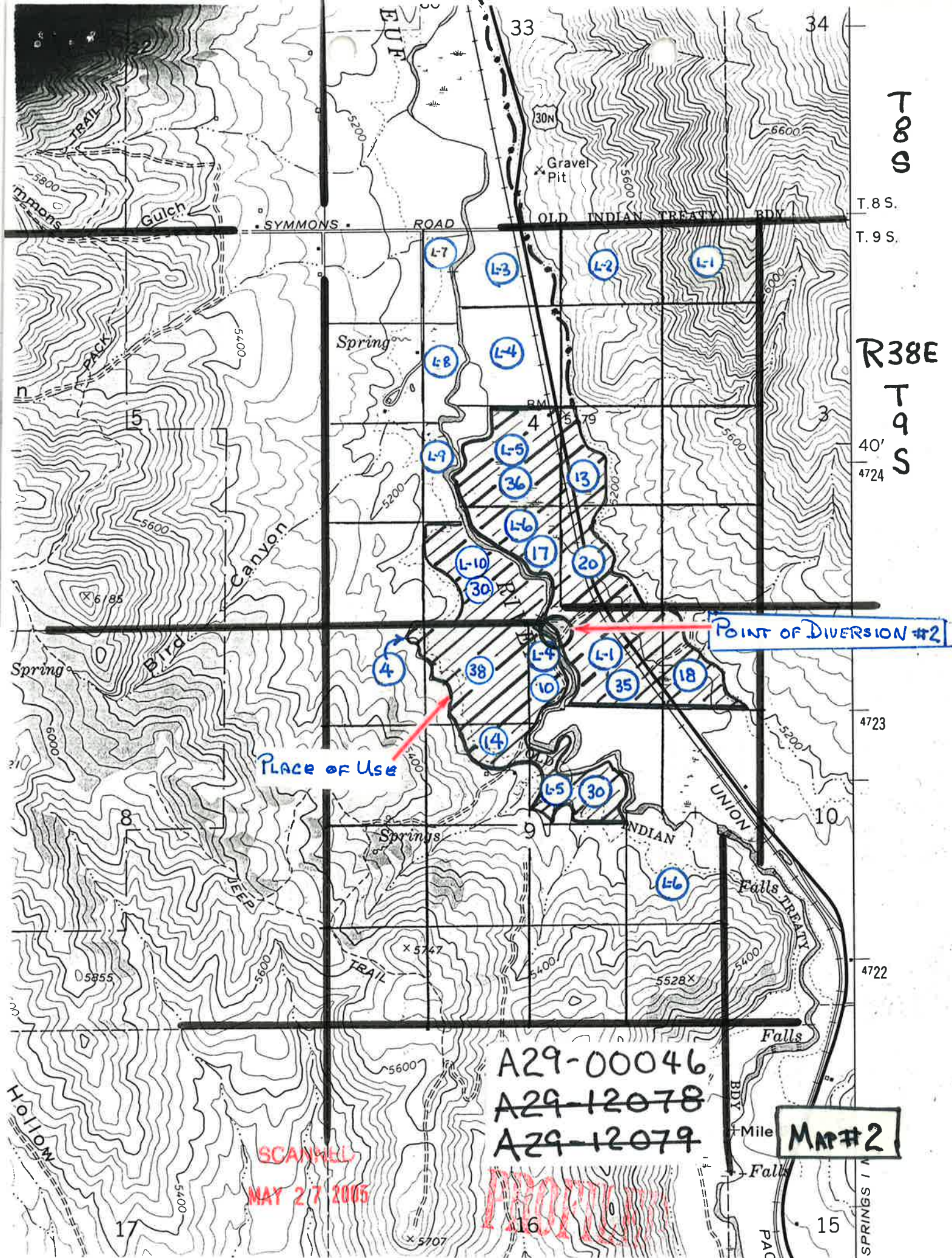
4726

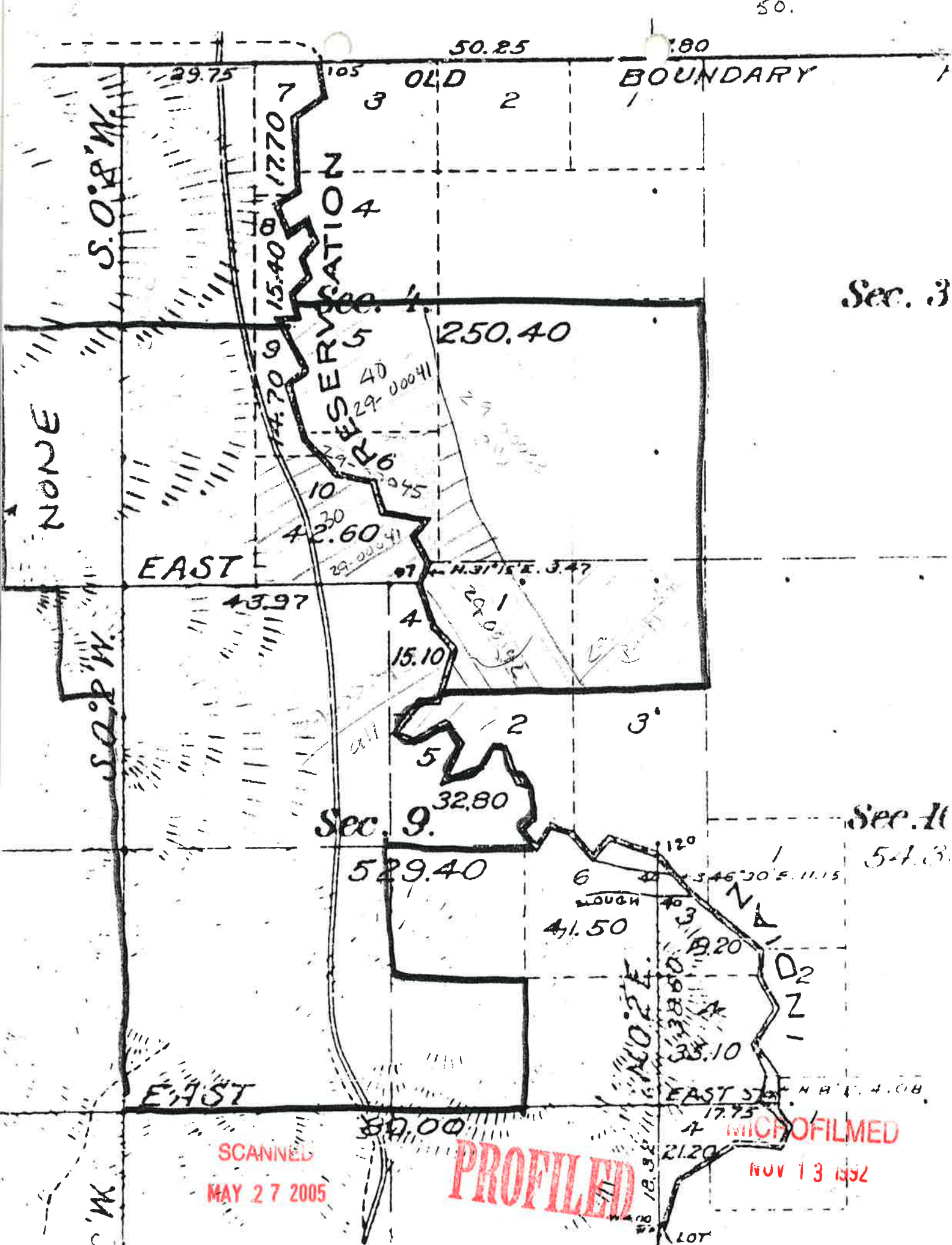
T. 8 S.

T. 9 S.

T
9
S

40'





Sec. 3

Sec. 9.

Sec. 11

SCANNED
MAY 27 2005

PROFILED

MICROFILMED
NOV 13 1992

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: A29-00046
Date Received: 5/24/1990
Receipt No: E014671
Received By: KW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: INDIAN FALLS PROPERTY ASSOCIATION 208-775-3754
Address: C/O JAY ANTHONY
P.O. BOX 201
INKOM, ID 83245

2. Date of Priority: JUL 14, 1902

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08S	38E	28		NE	SW		BANNOCK
09S	38E	9		NW	NE	1	BANNOCK
				NW	NE	4	BANNOCK

5. Description of diverting works:
HEADGATE TO DTICHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.400		

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

8. Total consumptive use is 169.8 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	38E	4	NE	SW	5	IRR	36.0

A29-00046

Page 1

Date: 05/24/90

PROFILED

SCANNED
MAY 27 2005

MICROFILMED
NOV 13 1992

A2900046



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	38E	4	SE	SW	6	IRR	17.0
			NW	SE		IRR	13.0
			SW	SE		IRR	20.0
			Section Acres				86.0
		9	NE	NE		IRR	18.0
			NW	NE	1	IRR	35.0
			NW	NE	4	IRR	10.0
			SW	NE	5	IRR	30.0
			NE	NW		IRR	38.0
			NW	NW		IRR	4.0
			SE	NW		IRR	14.0
			Section Acres				149.0
			Total Acres				235.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
A29-12078/12079

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

UNION GRAIN & ELEVATOR CO.
Decree Plaintiff

MCCAMMON DITCH CO. ET. AL.
Decree Defendant

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:

FILED

SCANNED
MAY 27 2005

MICROFILMED
NOV 13 1992