

01/20/2004

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-13669

NAME AND ADDRESS: THE RICHARD SPENCER 1994 TRUST
8409 PLACID ST
LAS VEGAS NV 89123

SOURCE: INDIAN CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.251 CFS

PRIORITY DATE: 05/31/1908

POINT OF
DIVERSION: T07S R36E S21 SWSWSW Within BANNOCK County
T07S R36E S28 SNNWNW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.251 CFS
STOCKWATER	04/01 10/31	0.020 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T07S R36E S20 SESE 9.0 T07S R36E S21 SWSW 8.2

STOCKWATER same as IRRIGATION

17.2 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 29-13671 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 17.2 ACRES 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.

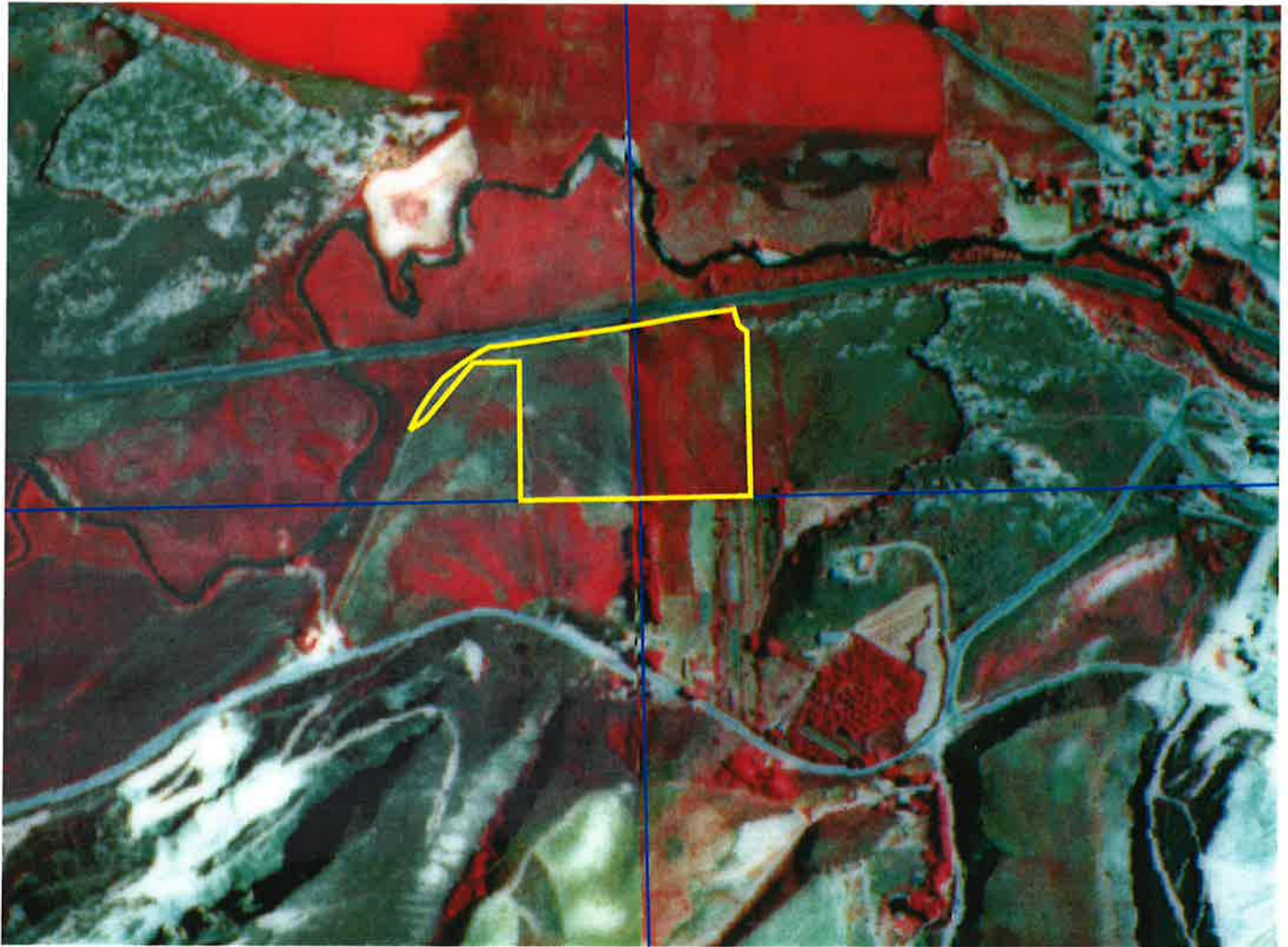
EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 29-13122

Stockwater use is for 25 range cattle.

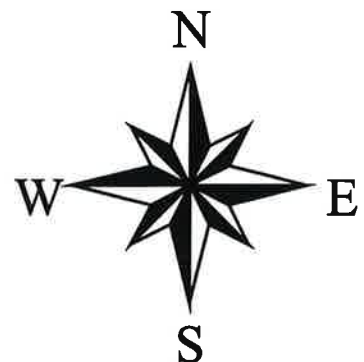
29-13669 Spencer

29-13671



0.1 0 0.1 0.2 Miles

 29-13669.shp
 Sections





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 30, 2004

RONALD & JACKE KARLSON
3061 W OLD HWY 91
INKOM ID 83245

RE: Notice of Change of Water Right Ownership (NCO) for 29-13122 SPLIT INTO 29-13668 & 29-13669; 29-13628 SPLIT INTO 29-13670 & 29-13671 and Notice of Completed Administrative Proceeding (NCAP)

Dear Sir/Madam:

On January 05, 2004, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

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

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

Respectfully,

A handwritten signature in cursive script that reads "Kristen Forsgren". The signature is written in dark ink and is positioned above the printed name.

Kristen Forsgren
Office Specialist 1

Enclosure

cc: THE 1994 RICHARD SPENCER LIVING TRUST

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

In Re SRBA)

Water Rights: 29-13122 SPLIT
INTO 29-13668 & 29-13669; 29-
13628 SPLIT INTO 29-13670 & 29-
13671

Case No. 39576)

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

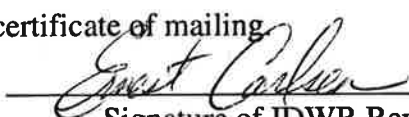
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party
- ☐ I.C. § 42-222 transfer
 - ☐ point of diversion ☐ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership

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

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

DATED: January 23, 2004



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on January 30, 2004, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

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

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
RONALD & JACKE KARLSON
3061 W OLD HWY 91
INKOM ID 83245

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
RONALD & JACKE KARLSON
3061 W OLD HWY 91
INKOM ID 83245

THE 1994 RICHARD SPENCER LIVING TRUST
C/O RICHARD SPENCER
8409 PLACID ST
LAS VEGAS NV 89123

4. One copy to:

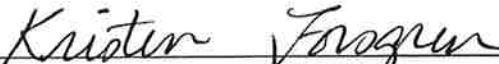
Each party in the subcase, or attorney of record
N/A

5. One copy each to:

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

6. One Copy to:

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



Signature of person or attorney mailing the form

Needs NCAP - Split

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

RECEIVED

JAN 05 2004

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. **Department of Water Resources Eastern Region**
 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
29-13122		X			
29-13628		X			

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)

RONALD D., JACKIE L. KARLSON

4. New Owner/Claimant(s)

3061 W. OLD HWY 91, INKOM, ID. 83242

THE 1994 RICHARD SPENCER LINING TRUST

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

C/O RICHARD SPENCER

New Mailing Address

8409 PLACID ST.

City, State and ZIP Code

LAS VEGAS, NV, 89123

New Telephone Number

(702)-361-3316 HOME (702)-596-9237 CELL

5. Date you acquired the property

8/29/03

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 29-13122 / 29-13628

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

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

Richard Spencer

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

For Office Use Only

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

DEED OF TRUST

THIS DEED OF TRUST, made this 29TH day of AUGUST, 2003, between

RICHARD SPENCER, TRUSTEE OF THE RICHARD SPENCER 1994 TRUST herein called GRANTOR,
whose address is 8409 PLACID ST. LAS VEGAS, NV. 89123

FIRST AMERICAN TITLE COMPANY, INC., herein called TRUSTEE, and RONALD KARLSON AND JACKIE KARLSON

whose address is _____ herein called BENEFICIARY,

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

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the Purpose of Securing:

1. Performance of each agreement of grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of ONE HUNDRED THOUSAND Dollars, \$1000,000.00 payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable 10/01/08.
3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the Note rate.
6. Should Grantor fail to make any payment or do to any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any

easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

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

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

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

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary under the Deed of Trust, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of all sums expended under the terms hereof, not then repaid, with accrued interest at the Note rate; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, the term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the Office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

GRANTORS:

Richard Spencer TRUSTEE
RICHARD SPENCER TRUSTEE OF THE RICHARD SPENCER 1994 TRUST

Richard Spencer
RICHARD SPENCER INDIVIDUALLY

STATE OF Idaho

)ss.

COUNTY OF BANNOCK

On this 08/29/2003, before me Sheila Garrett, personally appeared RICHARD SPENCER, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) IS subscribed to the within instrument as TRUSTEE OF THE RICHARD SPENCER 1994 TRUST and acknowledged to me that HE executed the same as such TRUSTEE.

Notary Public of Idaho
Residing at Inkom, Idaho
Commission Expires: 09/17/05

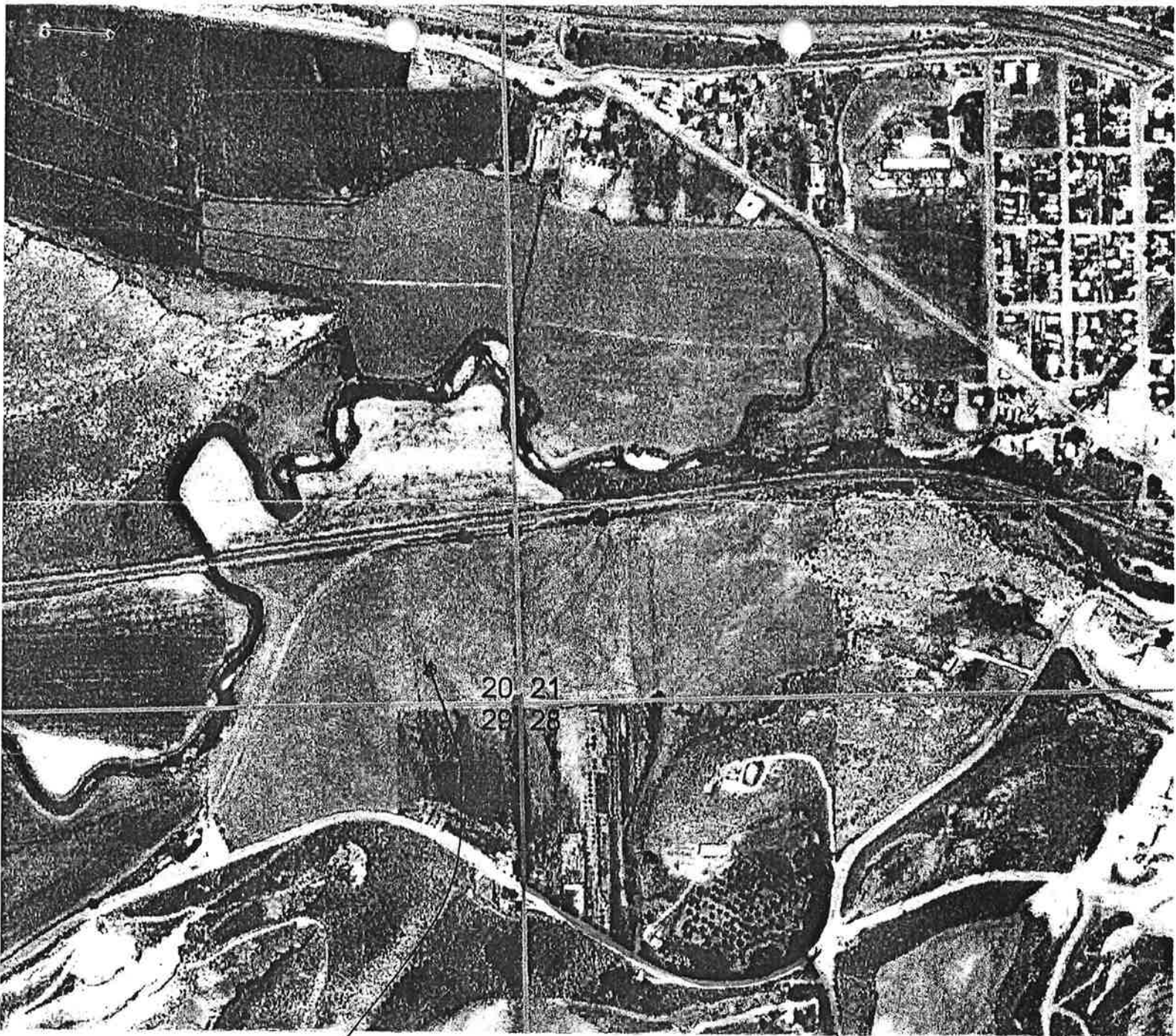
PART OF SECTIONS 21, 20 AND 29 TOWNSHIP 7 SOUTH, RANGE 36 EAST, B.M., BANNOCK COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SE CORNER OF SAID SECTION 20, THENCE S 89°37'56" W 522.27 FEET ALONG THE SECTION LINE; THENCE N 00°16'25" W 605.06 FEET; THENCE S 89°43'35" W 200.70 FEET; THENCE S 40°32'47" W 360.42 FEET; THENCE S 20°31'57" W 356.47 FEET; THENCE S 25°04'59" W 479.91 FEET; THENCE S 19°08'37" E 170.55 FEET; THENCE S 69°57'21" W 92.14 FEET TO A POINT ON THE WEST LINE OF THE NE¼NE¼ OF SAID SECTION 29; THENCE N 00°16'25" W 470.99 FEET ALONG SAID WEST LINE TO THE SOUTHWESTERLY BANK OF THE PORTNEUF RIVER; THENCE ALONG SAID SOUTHWESTERLY RIVER BANK THE FOLLOWING FOURTEEN (14) COURSES: (1) THENCE N 36°17'18" E 156.47 FEET; (2) THENCE N 04°30'02" E 124.48 FEET; (3) THENCE N 29°09'32" E 53.08 FEET; (4) THENCE N 30°31'32" E 69.21 FEET; (5) THENCE N 33°02'00" E 88.31 FEET; (6) THENCE N 19°03'55" E 86.38 FEET; (7) THENCE N 07°31'47" E 70.30 FEET; (8) THENCE N 06°19'22" W 41.03 FEET; (9) N 21°46'05" W 43.32 FEET; (10) THENCE N 41°46'50" W 20.89 FEET; (11) THENCE N 63°11'05" W 41.70 FEET; (12) THENCE N 64°01'53" W 87.24 FEET; (13) THENCE N 51°50'04" W 22.19 FEET; (14) THENCE N 22°11'09" W 15.98 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE N 83°00'03" E 1720.16 FEET ALONG SAID RIGHT-OF-WAY; THENCE S 00°52'33" E 802.81 FEET TO THE SOUTH LINE OF SAID SECTION 21; THENCE S 89°07'27" W 473.50 FEET ALONG THE SOUTH LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

RESERVING A 31 FOOT ACCESS EASEMENT THAT IS 15.5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF SECTION 21, 20 AND 29 TOWNSHIP 7 SOUTH, RANGE 36 EAST, B.M., BANNOCK COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID SECTION 21, THENCE N 89°07'27" E 473.50 FEET ALONG THE SECTION LINE; THENCE N 00°52'33" W 646.79 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE N 83°55'03" W 110.91 FEET; THENCE N 69°32'09" W 199.57 FEET; THENCE N 85°23'21" W 79.35 FEET; THENCE S 83°32'45" W 602.19 FEET; THENCE S 75°06'53" W 231.31 FEET; THENCE S 40°29'35" W 368.03 FEET; THENCE S 20°31'57" W 358.61 FEET; THENCE S 24°56'12" W 486.03 FEET; THENCE S 18°57'25" 175.66 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY OF A COUNTY ROAD, BEING THE POINT OF TERMINUS.



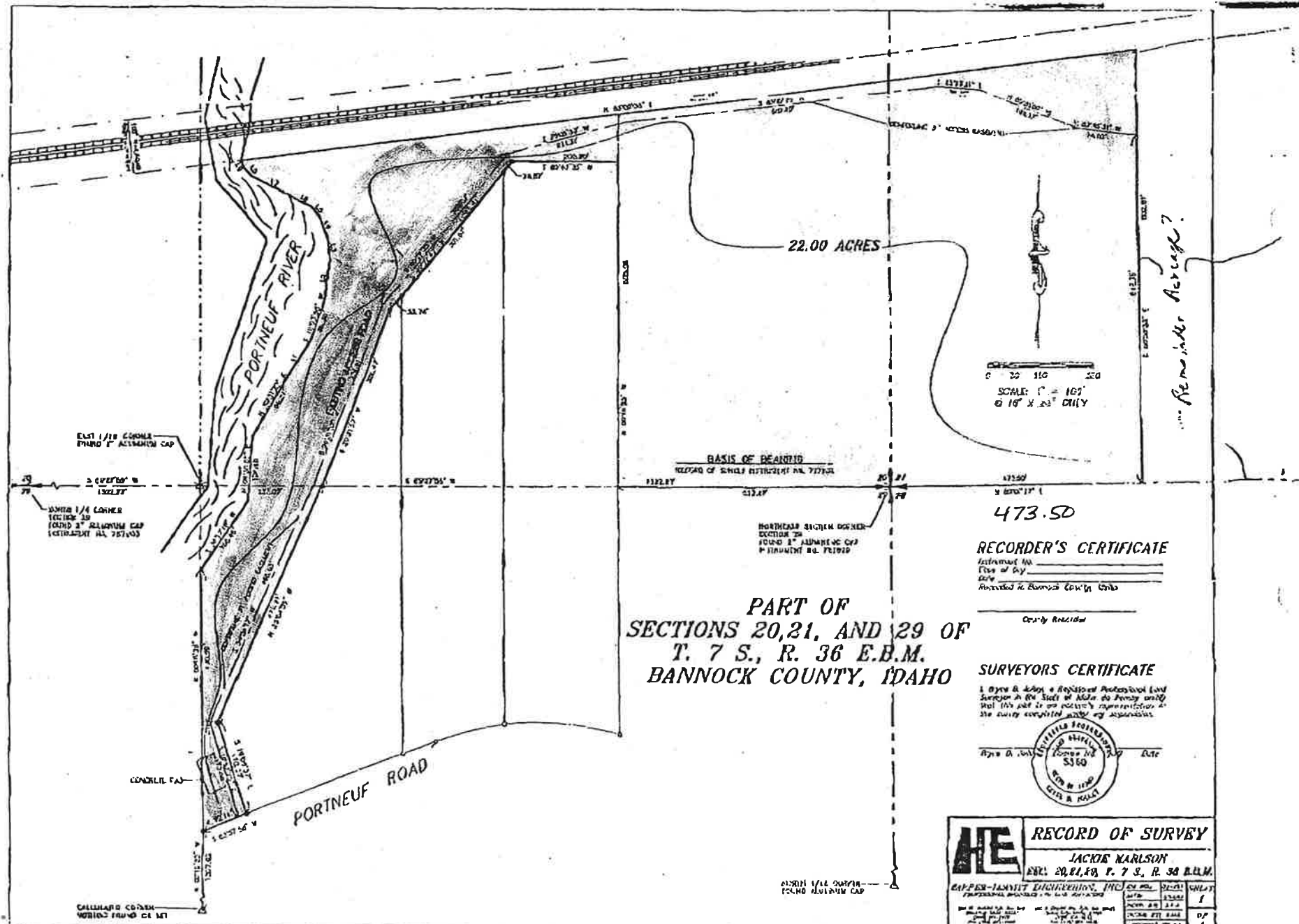
PROPERTY I PURCHASED
FROM RON KARLSON
22 ACRES

INDIAN
CREEK
FLOW OF CREEK

JUL 20 2000

FAX NO. : 2087822200

HUS 20 03 03-00PM PM100 FROM



Remainder Acreage?

**PART OF
SECTIONS 20, 21, AND 29 OF
T. 7 S., R. 36 E.B.M.
BANNOCK COUNTY, IDAHO**

RECORDER'S CERTIFICATE

Testimony for
File of day
Date
Received in Bureau County Idaho

County Recorder

SURVEYORS CERTIFICATE

I, JAMES R. KARLSON, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of the survey completed under my supervision.



RECORD OF SURVEY	
JAMES R. KARLSON	
FEB. 20, 21, 29, T. 7 S., R. 36 E.B.M.	
BANNER-THOMAS ENGINEERING, INC. ON FILE	
DATE	5/2/00
BY	J.R.K.
FOR	1
DATE	5/2/00
BY	J.R.K.
FOR	1

JAN. 2, 2003
RECEIVED

JAN 05 2004

Department of Water Resources
Eastern Region

ATT. DEPT. OF WATER RESOURCES

I RECENTLY PURCHASED 22 ACRES OF LAND FROM RON KARLSON. THE LAND CAME WITH A STOCKWATER RIGHT AND AN IRRIGATION RIGHT, WITH THE PENDING ADJUDICATION OF INDIAN CREEK I LEFT THE "DESCRIPTION OF YOUR PORTION OF WATER RIGHT" BLANK. IT IS MY UNDERSTANDING YOUR DEPT. WILL CALCULATE AND ALLOCATE THE APPROPRIATE AMOUNTS. IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL.

THANKS FOR YOUR HELP
Richard Spencer



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 9, 2004

RICHARD SPENCER
8409 PLACID ST
LAS VEGAS NV 89123

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP 29-13122 &
CHECK NO. 3272 FOR \$25.00

Dear Mr. Spencer:

I am returning the above referenced check because a fee is not required to change the ownership of this right. I will process your request as soon as possible, and send you a copy for your files.

Respectfully,

A handwritten signature in cursive script that reads "Jennifer Crabtree".

Jennifer Crabtree
Technical Records Specialist

Enclosure