

RECEIVED

JUN 23 2013

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SECOND AMENDED CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, *Idaho Code*, any person claiming a water right established by diversion and application of water to beneficial use must file a claim with the Department of Water Resources. **The filing of this claim does not confirm the water right claimed.** Water rights represented by a valid permit, license, decree, or previous claim are exempt from this requirement, as are uses of water for domestic purposes as defined in Section 42-111, *Idaho Code*. A filing fee must be submitted with this claim. See the instruction sheet to determine the appropriate fee.

Notice is hereby given that Boyd O. Campbell and Beverly C. Campbell

(Name of Claimant)

Mailing Address: 1241 South Hidden View Dr., Providence, Utah 84332

Telephone No: 435-881-0172

Email: _____

claims a right to the diversion and beneficial use of surface or ground water. The extent and nature of said claim is as follows:

1. Date of Priority: (When the water was first applied to beneficial use) 4/1/1880
A claim is not acceptable for the use of surface water with a priority later than May 20, 1971. A claim is not acceptable for the use of ground water with a priority date later than March 25, 1963, unless the water is used for domestic purposes as defined in Section 42-111, Idaho Code.

2. Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Black Canyon Creek tributary to Weston Creek

3. Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs or af)	(Irrigation, Domestic, Stock, Etc.)	(Both dates inclusive) (MM/DD) (MM/DD)
Quantity <u>1.97 cfs</u>	Use <u>Irrigation</u>	Period of Use From <u>04/01</u> to <u>10/31</u>
Quantity _____	Use _____	Period of Use From _____ to _____
Quantity _____	Use _____	Period of Use From _____ to _____
Quantity _____	Use _____	Period of Use From _____ to _____

4. 1.97 cfs TOTAL QUANTITY USED.
(cfs or af)

5. A) Location of point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____
Sec. 16 Township 16S Range 38E B.M., Franklin County; additional points
of diversion, if any: SWSW and SWNW Sec 16 T16S R38E and SWSW Sec 15 T16S R38E

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch etc.). Give sizes and capacities. Be specific. Describe any changes in the system and give the date of the change.
Four diversion structures consists of a 10" culvert, two earthen dams, and one concrete diversion box

6. A) Describe the place of use within each 40-acre tract in the appropriate box using the symbols listed below. If the use is for irrigation, describe the location by listing the number of irrigated acres within each 40-acre tract.

D - domestic, S - stockwater, M - municipal, C - Commercial, I - Industrial, X - other

Twp	Rge	Sec	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16S	38E	16															40	30.3	70.3
16S	38E	15											28						28

TOTAL ACRES 98.3

- B) If water is used for purposes other than irrigation, fully describe the use. Be specific.

NOTE: Include here the type and number of stock watered: _____

7. Remarks: Decree entered October 1883 by John T. Morgan and recorded July 18, 1892 allocated all waters of Black Canyon Creek to P. Mickelsen. The attached chain of title establishes applicant's ownership of one-third (1/3) of this decreed water right
8. **Map** -- Attach an 8½"x11" map clearly identifying the point of diversion and the place of use by 40-acre subdivisions, section, township and range of the public land survey system. (A photocopy of a USGS 7½ minute topographic quadrangle map is preferred.) Attach an **aerial photograph** of the place of use if available.

State of Utah)
) ss.
County of Cache)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

[Signature]
Claimant's Signature (and title if claim is for an organization)

Sworn to before me this 14th day of June, 2019.



Nikki Brickler
Notary Public

Residing at: Mendon, UT

My commission expires: 01/09/2020

FOR DEPARTMENT USE ONLY

Received by _____ Date _____
Prelim. check by _____ Date _____
Fee _____ Receipt # _____
Receipt prepared by _____ Date _____

Published in _____
Publication dates _____
Publication checked by _____ Date _____
Exceptions filed by _____

failed to appear and answer the plaintiff's complaint, and the legal time for answering having expired and no answer or demurrer having been filed the default of said defendant John C. Egbert in the premises having been duly entered

According to law now at this day upon the application of D.C. McDougall Esq. Atty. for Plaintiff, and after examining the documentary and other evidence offered it is hereby ordered that judgment be entered against the defendant John C. Egbert in the sum of \$500.00 and for the costs of this action amounting to \$10.00 according to the prayer of said complaint.

Wherefore by reason of the law and the premises it is ordered adjudged and decreed that the Plaintiff Lousia Harris do have from the said defendant John C. Egbert the sum of \$500.00 with interest at the legal rate from the date hereof and for the costs of said action amounting to \$10.00.

This City, Idaho.

April 30, 1893.

Henry Jones

Probate Judge.

I hereby certify that the foregoing is a true copy of the judgment entered in this the Probate Court, in the above entitled case.

Henry Jones

Probate Judge.

Recorded this 17th day of June 1893.

C.T. Koons

Clerk Dist. Court.

The within judgment is this day satisfied and released

D.C. McDougall Atty for Plt.

Subscribed and acknowledged before me this May 1st 1893.

C.T. Koons

Clerk Dist. Court.

Reference: Book "A" of Judgments Page 165 Original Oneida County Records.

Territory of Idaho
County of Oneida.

In the District Court of the
Third Judicial District.

October term thereafter 1883

Anchor Hofferd, Rasmus Neilson, C.B. Jensen, E.C.B. Schvaneveldt, E. Jensen, Nels Seegrenson
J. Smith, William Dees, Hans Larsen, Nels Jensen, E.C. Hansen, Noah Lindsay, John Coburn, J.E. Clark
John Maughan Son, Henry Casman Son, Adam Sanberg, C.B. Christensen, W.L. Neilson, Erich
Locoley, J.P. Andersen, Henry Jensen, J. Michelson, C. Olsen, Nels Christensen, C.C. Goodwin,
Elizabeth Gill, James W. Leonard, C. Christensen, J. Hofferd, J. Sanberg, J.L. Harnison, Eron
Lauretsen, E. Petersen, A. Simons, Charles Goodwin and William Goodwin under firm name of
Goodwin Bros. J.L. Jorgensen Peter Michelson Henry Rose A.A. Allen James Harnison Son, Warren
Gifford, Nels Neilson, Mrs. J. Jensen, Thomas Hull John Evans Frederick Coburn, W.C. Robbins
John E. Campbell, Eorg. Hofferd Theodore Lingvist James Rose Joseph Coburn, Hannah Benson
John Dees, W.B. Fifield and C.B. Fifield

Plaintiffs.

against.

Warner Hoppa, David Lapray Wm. Coburn Henry McCulloch, John Palmer Joseph Knudsen Charles
Borton Wm. Bell Ferdinand Fredrickson Samuel Preston and Richard Campbell.

Defendants.

And now this cause coming on to be heard in vacation, it having been agreed by and

between the attorneys for the respective parties that the same should be decided in vacation as of the last term of the said Court and the Court having fully considered the evidence in said cause, the law pertaining thereto and the agreements of counsel and being fully advised in the premises, it is ordered adjudged and decreed that the following named persons are entitled under the law and the facts in this case to the amount of water of Weston Creek aforesaid as are set opposite their names respectively, and estimated according to the customs in force in the community and that the said water by the number of acres which each of said persons is entitled to irrigate with one or two exceptions therein named., to wit:

A. Rose	Twenty nine acres	E. Gill	Twenty seven acres.
A. Lindsey	Seventeen "	F. Jensen	Fifteen "
J. Larsen	Twenty four "	C.B. Jensen	Twenty seven "
J. Mickelson	Twenty seven "	C. Olson	Thirty three "
C. Christensen	Sixteen "	Goodwin Bros	Thirty 1/2 "
A. Cassman	Twenty seven "	~~H. Bergeson~~ ^{Georgetown}	One hundred & twenty two "
J. Lemmon	Thirty one "	J. Coburn	Twenty three "
L. Peterson	Thirty eight "	R. Neilson	Thirty seven "
J.P. Anderson	Twenty two "	L. Lauritsen	Twenty "
A. Sandberg	Thirty six & 2/3 "	John Maughan	Fifty eight & 2/3 "
A. Simmons	Twenty five & 2/3 "	Peter Mickelson	Eleven & 2/3 "
H. Jensen	Twenty six "	H.P. Fifield	Forty & 1/2 "
J. Sandberg	Five & 1/2 "	J.T. Clark	Seventeen "
James S. Anderson	Five & 1/2 "	A. Koford	Six & 2/3 "
J. Harneson	Fourteen & 1/2 "	J. Smith	Six & 2/3 "
C.C. Goodwin	Six & 1/2 "	C.B. Fifield	Fifteen "
C.H. Christensen	Forty three "	F. Campbell	Nine & 2/3 "
E.C. Hansen	Forty four & 1/6 "	H. Christensen	Five & 1/2 "
E.C.E. Schvaneveldt	Forty seven "	J. Preston	Ten "
Wm. Dees	Twenty two "	Warner Hoopes	Forty five "
J. Kofford	Nine & 1/2 "	William Coburn	Fifteen acres and the waters of Post House Creek
A. Larsen	Seventeen "	C. Norton	Twenty two acres
F.L. Nelson	Twenty six & 1/3 "	David Lapray	Fifteen "
A. McCulloch	Thirty one & 2/3 "	R. Campbell	Sixty three "
T. Kofford	Thirty six "	J. Knudsen	Thirty two & 1/2 "
H. Loosley	Sixty two "	F. Fredrickson	Fifty five "

It is further ordered adjudged and decreed that the town of Weston is entitled to one irrigating stream for irrigating and domestic purposes.

That P. Mickelson & J. Mickelson are entitled to the waters of Black Canon Creek.

That if at any time the waters of Weston Creek are not sufficient to properly irrigate the above amt. of land the said waters are to be divided pro rata as above set forth, under the direction of the water master according to the respective rights of the parties as above set forth as to quantity.

It is further ordered, adjudged and decreed that the distribution of the said waters of Weston Creek shall be under the direction and control of a water master, to be allotted in accordance with the Act regulating the distribution of water approved Feb. 7, 1881, with an assistants as may be necessary for each of the respective ditches the whole distribution to be under the control and direction of such water master for Weston Creek as aforesaid.

It is further ordered and decreed that the injunction heretofore ordered and issued in this cause be and the same is hereby dissolved.

It is further ordered adjudged and decreed that the costs in this action taxed at one hundred and seventy four and 50/100 Dollars together with the sum of forty eight dollars due J.C.Caldwell Special Commissioner be equally divided as near as may be between the parties Plaintiff and Defendants and that unless said costs are paid in full within the next sixty days that executors shall issue therefor as in other cases.

John T.Morgan

Judge 3rd Dis. Court I.T.

Recorded at the request of Joseph Coburn July 18th 1892.

C.T.Koons

Clerk.

Reference: Book "A" page 170 of Judgments Original Oneida County Records.

Book 2
Judgements
P. 6
Franklin County

State of Idaho,
County of Oneida.

In Probate Court.

Lars C.Neilson

Plaintiff,

Judgment by Default by the Court.

Chris Larsen

Defendant.

In this action, the Defendant, Chris Larsen, having been regularly served with process and having failed to appear and answer the plaintiffs complaint filed herein, and the legal time for answering having expired, and no answer or demurrer having been filed the default of the said defendant, Chris Larsen in the premises having been duly entered according to law;

Now at this day on application of C.F.Stone, Attorney for said plaintiff it is hereby ordered that judgment be entered herein against the said defendant in accordance with the prayer of the said plaintiff on file herein.

Therefore by reason of the law and the premises aforesaid, it is ordered adjudged and decreed that Lars nelson the plaintiff do have and recover of and from the said defendant Chris Larsen the sum of \$220 with interest thereon at the rate of 10% per annum from the date hereof until paid, together with said plaintiffs costs and disbursements incurred herein amounting to the sum of \$8.80

It is further ordered, adjudged and decreed that said plaintiff do have execution against the property of the defendant both real and personal for the satisfaction of this judgment.

Henry Jones

Probate Judge.

Judgment rendered January 21st 1893.

State of Idaho,

County of Oneida. ss.

In Probate Court.

I certify that the foregoing is a correct abstract of a judgment rendered in said action in my Court on the 21st day of Jan. 1893 for \$220, and \$8.80 costs in said action.

Henry Jones

Probate Judge.

(Seal)

Recorded at the request of C.F.Stone Jan. 21st 1893.

13-7987

THE UNITED STATES OF AMERICA,

Desert Lands To all to whom these Presents shall come, Greeting:

CERTIFICATE

No. 749
Idaho,

Whereas Peter Mickelson of Oneida County,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho whereby it appears that full payment has been made by the said Peter Mickelson

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South West quarter of the South West quarter of Section fifteen, and the North West quarter of the North West quarter of Section twenty two, in Township sixteen South of Range thirty-eight East of Boise Meridian in Idaho, containing eighty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Peter Mickelson

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, have given and granted, and by these presents do give and grant unto the said Peter Mickelson

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said Peter Mickelson

and to his heirs and assigns 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 also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. 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 J. Grover Cleveland

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fifteenth day of January, in the year of our Lord one thousand eight hundred and ninety-seven and of the Independence of the United States the one hundred and twenty-first

[L.S.]

By the President: Grover Cleveland

By M. McLean, Secretary.

L. C. Ramat, Recorder of the General Land Office

13-798

Peter Mickelson
to
Charles Mickelson

Know all men by these Presents:

That in consideration of one dollar and the covenants and agreements hereinafter made and to be kept by Charles Mickelson, of Weston, Oneida County, Idaho, Peter Mickelson of the same place, agrees to convey by good and sufficient warranty deed, a one half undivided interest in and to the land hereinafter described, to the said Charles Mickelson or his order,

Description.

The E. 1/2 of the N. E. 1/4 & the S. W. 1/4 of the N. E. 1/4 & the N. W. 1/4 of the S. E. 1/4 Section 21, Twp 16 S., R. 38 E., B. 11 M. 160 acres.

The E. 1/2 of the N. W. 1/4 & the N. W. 1/4 of the N. E. 1/4 & the N. E. 1/4 of the S. W. 1/4, Sec. 21, Twp. 16 S., R. 38. E. B. 11 M. and containing in all 160 acres.

The S. W. 1/4 of the S. W. 1/4 of Section 15 and the N. W. 1/4 of the N. W. 1/4 of Sec. 22, Twp 16 S., R. 38. E. B. 11 M. 80 acres.

The S. 1/2 of the S. E. 1/4 section 16, Twp 16 S. of Range 38. E. B. 11 M. 80. acres.

In consideration of the transfer of the said one half undivided interest in the above described land, which transfer is to be made on or before fifteen years from date hereof, provided, however, that should the said Peter Mickelson and wife decide to sell said described lands at any time prior to the end of the said 15 years they shall be at liberty to do so, and in the event of a sale of said lands or any part thereof, the proceeds of said sale or sales are to be divided equally between the said Charles Mickelson and Peter Mickelson.

In Witness Whereof the parties have hereunto set their hands and seals this 1 day of May, A. D. 1907.

Peter Mickelson
Emma Mickelson
Charles Mickelson
Caroline Mickelson

Signed in the presence of
Otto Gaasman
James Kilson

State of Idaho
County of Oneida

On the 21st day of May in the year 1907
before me James Nelson, a Justice of the Peace in and for said
County, personally appeared John M. Nelson known to me to be
the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same, and on
the 1st day of May in the year 1907 before me, the officer above
named, personally appeared Herman A. Nelson known to me
to be the person whose name is subscribed to the within instrument
described as a married woman, and upon an examination
without the hearing of her husband, I made her acquaintance with
the contents of the instrument, and thereupon my acknowledgment
to me that she executed the same and that she did not wish to
execute such instrument.

In Witness Whereof, I have hereunto set my hand and affixed
my official seal, this day and year in the city of Idaho within
James Nelson (May, at 9 A. M.)

J. J. Crane
Recorder
by B. C. Jones
Deputy

275 I will be glad to return them, I am sure, if you will come, by reading!

From Kansas City, Kas. for the said State of Ohio, in pursuance of

complete forms.

25th day of February A.D. 1907.

The above
is dead
Linn.

Reichelt Plate Band of Wood. (Permanence)

22^e Decembre

By R. E. Jones.
Heads, x

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part;

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns, forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In Witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in presence of Joseph B. Scarborough (Seal)

Thomas H. Durant, Benjamin P. Porter

State of Idaho

County of Oneida ss. On this 15 day of February 1908, before me, Thomas H. Durant, a Notary Public in and for said county, personally appeared Joseph B. Scarborough (single) known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires Dec. 24, 1908 (Seal) Thomas H. Durant, Notary Public

Filed for record the 8 day of April A.D. 1908 at 9-30 o'clock A. M.

J. J. Evans, ex-officio recorder, By B.E. Jones deputy

Reference: Book "3" of deeds at page 183 Original Oneida County Records.

COMPARED

Instrument No 9115

This Indenture, made this 3rd day of March in the year of our Lord one thousand nine hundred and eight between Peter Mickelson and his wife Hannah Mackelson of Weston County of Oneida State of Idaho parties of the first part, and Charles A. Mickelson of Weston County of Oneida State of Idaho the party of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of ten thousand dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Oneida county, state of Idaho, to-wit:

The east half of the north east quarter, the south west quarter of the north east quarter and the north west quarter of the south east quarter of section twenty one in township sixteen south of range thirty eight east of Boise Meridian in the State of Idaho, containing one hundred and sixty acres. Also south half of the south east quarter of section sixteen (16) township sixteen (16) south, range thirty eight (38) east Boise Meridian.

Also the south west quarter of the south west quarter of section fifteen and the north west quarter of the north west quarter of section twenty two, in township sixteen south south of range thirty eight east of Boise Meridian in Idaho containing eighty

2/3
acres. Also the east half of the north west quarter the north west quarter of the north east quarter and the north east quarter of the south west quarter of section twenty one in township sixteen south of range thirty eight east of Boise Meridian in Idaho containing one hundred and sixty acres. Together with all water rights thereunto belonging.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part;

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns, forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In Witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of

Peter Mickelson (Seal)

A. W. Hart, J. A. Maxfield

Hannah Mickelson (Seal)

State of Idaho

County of Oneida ss. On this 5th day of March 1908, before me, Arthur W. Hart, a Notary Public in and for said county, personally appeared Peter Mickelson and his wife Hannah Mickelson known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. And on this 5th day of March in the year 1908, before me, the officer above described, personally appeared Hannah Mickelson wife of Peter Mickelson known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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) Arthur W. Hart, Notary Public

Filed for record the 9th day of April A.D. 1908, at 1-20 o'clock P. M.

J. J. Evans, ex-officio recorder By B.E. Jones, deputy

Reference: Book "3" of deeds at page 185 Original Oneida County records.

~~*****~~ COMPARED

Instrument No 9119

This Indenture, made this seventh day of December in the year of our Lord one thousand nine hundred and seven (1907) between Alonzo D. Merrill and his wife Martha L. W. Merrill of the county of Cache State of Utah parties of the first part, and Arthur J. Dent, of the county of Oneida State of Idaho the party of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of four thousand dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Oneida County, State of Idaho, to-wit:

13-7987

KNOW ALL MEN BY THESE PRESENTS:-

That in consideration of one dollar and covenants and agreements hereinafter made and to be kept by Charles Mickelson, of Weston, Oneida County, Idaho, Peter Mickelson of the same place, agrees to convey by good and sufficient warranty deed, a one-half undivided interest in and to the land hereinafter described, to the said Charles Mickelson or his order.

DESCRIPTION.

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$ & the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ & the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ section 21, twp. 16 S. R. 38 E. B. M. 160 acres. The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ & the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ & the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, sec. 21, twp. 16 S. R. 38 E. B. M. and containing in all.....160 acres. The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 15 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of sec. 22, twp. 16 S. R. 38 E. B. M.....80 acres. The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ section 16, twp. 16 S. of Range 38 E. B. M..... 80 acres.

In consideration of the transfer of the said one-half undivided interest in the above described land, which transfer is to be made on or before fifteen years from date hereof, provided, however, that should the said Peter Mickelson and wife decide to sell said described lands at any time prior to the end of the said 15 years, they shall be at liberty to do so, and in the event of a sale of said lands or any part thereof, the proceeds of said sale or sales are to be divided equally between the said Charles Mickelson and Peter Mickelson.

This agreement is made with the consideration and understanding that until said land is transferred to said Charles Mickelson or until the said land be sold, that the said Charles Mickelson is to till and care for and cultivate said lands in a husband-like manner and take the best of care thereof and to pay one-half the hired help and one-half of the expenses for the care of the same and is to expend his own time thereon, and to pay one-half the proceeds to Peter Mickelson.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 1st day of May, A.D. 1907.

Signed in the presence of

Otto Gassman.
James Nielsen.

Peter Mickelson,
Hanna Mickelson.
Charles Mickelson.
Caroline Mickelson.

Recorded at the request of Chas. Mickelson, on March 13, 1911 at 9:40 A. M.

JOHN J. EVANS,
Recorder.

By Arthur Jones
Assistant.

COMPARED

January 1913

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

Charles Mickelsen,
Plaintiff,

-vs-

Peter J. Fønnesbeck,
Defendant.

J U D G M E N T

The plaintiff and defendant having filed in this Court a stipulation waiving Findings of Fact and Conclusions of Law, and providing for the entry of judgment as in said stipulation provided,

Now, Therefore, in accordance with, and in conformity to said stipulation, it is hereby ORDERED, ADJUDGED AND DECREED that plaintiff, Charles Mickelsen, his heirs, his agents and servants, shall have the right to enter upon the following described premises, to-wit, The South-east quarter of the South-west quarter of Section Sixteen (16), Township Sixteen (16) South of Range Thirty-eight (38) East of the Boise Meridian, for the purpose of making repairs of the water ditch used by plaintiff, and situated upon said premises, and the plaintiff, and his heirs, agents or servants may also travel through, over, and upon said premises for the purpose of making repairs upon said ditch above the intersection of the same with the West boundary of the land above described, and also for the purpose of turning or diverting water to or from said ditch, but for no other purpose.

That plaintiff, his servants, or agents shall enter upon said land from the West through a gate, which gate shall not be more than three (3) rods from the said ditch, and access shall be had to said land from the East by means of a gate situated as near to said ditch as is convenient; that plaintiff, his servants and agents shall at all times be kept locked by said plaintiff, except when opened for the purpose of gaining ingress to or egress from said premises.

It is further ordered, adjudged and decreed that each of the parties herein shall pay his costs of Court.

Dated Jany 1st, A. D. 1913

Alfred Budge
District Judge

Recorded in Book "CQ" of Judgments, page 282, original records of Oneida County, Idaho.

Book 2 Judgements p. 218

FRANKLIN County

track; thence North 42 degrees 34 minutes West 11.98 chains; thence ^{North} 1.50 chains more or less to place of beginning, containing 1.79 $\frac{7}{8}$ acres of land.

(\$1.00 U.S.I.R. stamp attached and duly cancelled.)

Together with all and singular the tenements, hereditaments and appurtenances therunto
belonging, or in any wise appertaining, and the rents, issues and profits thereof, and to-
gether with all ditch and water rights of every nature, however evidenced, used with said land
or belonging to same.

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

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

Signed, sealed and delivered in the presence of Hans Monson, (SEAL)
J. S. Larsen, Esther E. Monson (SEAL)

STATE OF IDAHO

COUNTY OF FRANKLIN-- ss

On this 14th day of December, in the year 1920, before me J. S. Larsen, a Notary Public in and for said County and State personally appeared Hans Monson and his wife, Esther E. Monson, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL) My commission expires Aug. 3, 1921.

J. S. Larsen, Notary Public,
Preston, Idaho.

STATE OF IDAHO

COUNTY OF FRANKLIN-- SS

I hereby certify that this instrument was filed for record at the request of Wilford Chatterton at 11:55 A. M. this 29 day of January, A. D. 1921, in my office.

Fees. \$1.20

John A. Roford
Ex-officio Recorder.

Compared. $WV?$

INST. NO. 14208

TO WHOM IT MAY CONCERN:-- This agreement entered into this nineteenth day of January in the year of our Lord one thousand nine hundred and twenty between Chas. A. Nickelsen, and his wife Caroline Nickelsen, Weston, County of Franklin, State of Idaho, the parties of the first part, and Peter Nickelsen, of Weston, County of Franklin, State of Idaho, the party of the second part.

WITNESSETH: That the said parties of the first part, for value received, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, one third (1/3) interest in the certain lots pieces or parcels of land and one third (1/3) interest in all waterweights belonging there to, situated, laing and being in the County of Franklin,

Central Life Insurance
person whose name is subscribed
the same.
My commission expires Aug. 3, 1925.

Notary
P. O. Address: Preston, Idaho.

STATE OF IDAHO

COUNTY OF FRANKLIN--SS

I hereby certify that this instrument was filed for record at the request
of J. N. Lareen Co. at 4-15 P.M. September 28th, 1923.

John A. Reford
Ex-Officio Notary.

Fees. \$0.00

IN THE DISTRICT COURT OF THE FIFTE JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF FRANKLIN.

CHARLES A. MICKELSEN,
Plaintiff,

VS

DECREES QUIETING TITLE.

JESSE P. RICH, Executor of
the Last Will and Testament of
James Peter Mickelsen,
sometimes known as Peter Mickelsen,
deceased; BEATA SJOBERG MICKELSEN;
and the unknown heirs of Bertha
Mickelsen, deceased.

Defendants.

This cause having been regularly called and tried by the Court, and the
findings of fact and conclusions of law, and the decision thereon in writing, having been
duly rendered by the Court, which are now on file in this cause, where in judgment was award-
ed in favor of Charles A. Mickelsen, Plaintiff, and against all of the defendants, and for
costs against such of the defendants only as have answered contesting the plaintiff's rights
in the premises, on motion of P. J. Evans, of the firm of Evans & Morgan, plaintiff's attor-
neys;

IT IS NOW, THEREFORE, HEREBY ORDERED, ADJUDGED, AND DECREED that the
plaintiff have judgment as prayed for in his complaint here in, against the defendants, and
each and all of them; that all adverse claims of the defendants, and each of them, and all
persons claiming or to claim said premises, or any part thereof, through or under said de-
fendants, or either of them, are hereby adjudged and decreed to be invalid and groundless;
and the plaintiff be and he is hereby declared and adjudged to be the true and lawful owner
of the land and water described in the complaint, and hereinafter described, and every part
and parcel thereof, and that his title thereto is adjudged to be quieted against all claims,
demands or pretensions of the defendants or either of them, who are hereby perpetually es-
topped from setting any claim thereto, or any part thereof. Said premises are bounded and
described as follows:

13-7987

JUDGMENT AND DECISION

Comptroller

0. 4. 50

The northwest quarter of the northwest quarter; the north half of the north-
east quarter; the southeast quarter of the northwest quarter of section twenty-one (21); the
south half of the southeast quarter of section sixteen (16); the southeast quarter of the
northwest quarter of section fifteen (15); and the northwest quarter of the northwest quarter
of section twenty-two (22), all in township sixteen (16) South, range thirty-eight (38) West
of the 9th Meridian, and containing 230 acres of land.

Together with all ditch and water rights however evidenced used on said lands
or belonging thereto.

AND IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECLARED that the plaintiff
do have and recover the costs, hereby taxed at \$19.65 against the following named defendants,
to-wit: E. L. H. Robertson of the last Will and Testament of James Walter Nickerson, sometimes
known as Walter Nickerson, deceased, and heirs of James Walter Nickerson.

Dated this 22nd day of September, 1920.

See Printed in Book, My, Stationer, Double, 1911

This Indenture, Made this 9th day of July in the year of our Lord
 One Thousand Nine Hundred and thirty-two, between
Charles A. Mickelson and wife, Caroline Mickelson
 of Weston, County of Franklin, State of Idaho, the part ies of the
 first part, and Lorenzo Mickelson; Cecilia Mickelson; Vernell Mickelson and Iabella
Mickelson his wife,
 of Weston, County of Franklin, State of Idaho, the part ies of the
 second part:

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of
One dollar and other valuable consideration DOLLARS,
 lawful money of the United States of America, to them in hand paid by the said part ies of the second part,
 the receipt whereof is hereby acknowledged, ha ve granted, bargained and sold, and by these presents do es grant, bargain, sell, convey
 and confirm unto the said part ies of the second part, and to their heirs and assigns forever, all the follow-
 ing described real estate, situated in Weston County of Franklin, State of Idaho, to-wit:

The south-half of the south-east quarter of Sec. 16; the north-east quarter
 of the north-east quarter and the south-east quarter of the northeast quarter of Sec.
21; the north-west quarter of the north-west quarter of Sec. 22; the south-west quarter
 of the south west quarter of Sec. 15 all in Township 16 South, Range 38 East of the
Boise Meridian, and containing 240 acres.

Together with all decreed water rights, and water rights appurtenant thereto,
 and 35 shares of the capital stock of the Weston Creek Irrigation Company.

(\$5.00 U. S. I. R. Stamps attached and duly cancelled)

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertain-
 ing, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and
 to the said property, as well in law as in equity, of the said part ies of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with the appurtenances, unto
 the parties of the second part, and to their heirs and assigns forever. And the said part ies of the first
 part, and their heirs, the said premises in the quiet and peaceable possession of the said part ies of the second part,
their heirs and assigns, against the said part ies of the first part, and their heirs,
 and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these
 presents forever DEFEND.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

..... <u>A. W. Hart</u>	 <u>Charles A. Mickelson</u>[SEAL]
..... <u>Aleida Jensen</u>	 <u>Caroline Mickelson</u>[SEAL]
.....	[SEAL]
.....	[SEAL]

STATE OF IDAHO,

County of Franklin ss.

On this 9th day of July in the year 1932, before me,
Arthur W. Hart a Notary Public in and for said State, personally appeared
Charles A. Mickelson and Caroline Mickelson
 known to me to be the person whose name are subscribed to the within instrument, and acknowledged to
 me that he executed the same.

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

(SEAL)

.....Arthur W. Hart.....
 Notary Public, residing at Preston Idaho.

STATE OF IDAHO, }
 COUNTY OF FRANKLIN } ss.

I hereby certify that this instrument was filed for record at the request of Charles A. Mickelson
 at 10 minutes past 1 o'clock, P. M., this 22nd day of November

A. D. 1932

Fee, \$ 1.20

John A. Tofted
 Ex-Officio Recorder.

By 13-798 Deputy.

thence North four (4) rods; to place of beginning, containing eighty (80) rods. Said land in Section twenty-one (21), Township Sixteen (16) South Range Forty (40) East of the Boise Meridian.

Also: Commencing four (4) rods South from the Northwest corner of Lot Four (4) Block eight (8) Franklin Townsite in Franklin County, State of Idaho; thence running east twenty (20) rods; thence South six (6) rods; thence West twenty (20) rods; thence North Six (6) rods to place of beginning, containing one hundred twenty (120) rods, said land being in section twenty-one Township Sixteen (16) South range Forty (40) east of the Boise Meridian.

Together with all ditch rights of every nature and however evidenced used with said land or belonging to the same.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever, And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part her heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Douglas Naef (SEAL)

Bertha A. Naef

STATE OF IDAHO,

County of Franklin--ss.

On this 11th day of October in the year 1954, before me Dell W. Smith a Notary Public in and for said State, personally appeared Douglas Naef known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(Seal)

Dell W. Smith
Notary Public, Residing at Preston, Idaho.

STATE OF IDAHO,

County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of Douglas Naef at 4:35 P. M., October 11, 1954.

Fees: \$1.50

C. L. Swenson; Ex-Officio Recorder

By Elizabeth Minerva Deputy

--- Signed ---

Inst. No. 94695

QUIT CLAIM DEED

THIS INDENTURE, Made the . day of October in the year of our Lord One Thousand Nine Hundred and fifty four between Vernell Mickelsen and Isabelle Mickelsen, his wife of Weston, of the County of Franklin and State of Idaho the parties of the first part, and Lorenzo Mickelsen and Cecelia Mickelsen, his wife of Weston, of the County of Franklin and State of Idaho, the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration/lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do these presents demise, release and forever Quit claim unto the said parties of the second part, and to their and assigns all that certain parcel of land situated in Franklin County, of the State of Idaho, particularly described as follows, to-wit:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 21, Township 16 South, Range 38 East of the Boise Meridian, thence running West 80 rods; thence North 80 rods; thence East 240 rods; thence South 80 rods; thence West to place of beginning, 160 rods.

Together with 1/3 of decreed water right.

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

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

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

Signed, Sealed and Delivered in the Presence of

Vernell Mickelsen (Seal)

Isabelle Mickelsen (Seal)

STATE OF IDAHO,

County of Franklin--ss.

On this day of October in the year 1954, before me Clifford Warr, a Notary Public in and for said County and State personally appeared Vernell Mickelsen and Isabelle Mickelsen, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(Seal)

Clifford Warr
Notary Public.

Residence Preston, Idaho

STATE OF IDAHO,

County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of Lorenzo Mickelsen, at 9:40 A. M., October 13, 1954.

Fees: \$1.50

C. L. Swenson; Ex-Officio Recorder

By Elizabeth Winward Deputy

--- Compared ---

Inst. No. 94696

QUIT CLAIM DEED

THIS INDENTURE, Made the day of October in the year of our Lord One Thousand Nine Hundred and fifty four between Lorenzo Mickelsen and Cecelia Mickelsen, his wife of Weston, of the County of Franklin and State of Idaho the parties of the first part, and Vernell Mickelsen and Isabelle Mickelsen, his wife of Weston, of the County of Franklin and State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever Quit claim unto the said parties of the second part, and to their and assigns all that certain parcel of land situated in Franklin County, of the State of Idaho, particularly described as follows, to-wit:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 21, Township 16 South, Range 38 East of the Boise Meridian, thence South 160 rods; thence East 80 rods; thence North 80 rods; thence East 80 rods; thence North 80 rods; thence West 160 rods to place of beginning.

Together with 1/3 of decreed water right.

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

- - - Compared - - -

Inst. No. 100625

WARRANTY DEED

THIS INDENTURE, made this 25th day of June in the year of our Lord one thousand nine hundred and Fifty seven between Lorenzo Mickelsen and Cecelia Mickelsen, husband and wife of Weston County of Franklin State of Idaho the parties of the first part, and Marilyn L. Mickelsen and Donna Mickelsen, husband and wife of Weston County of Franklin State of Idaho the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and No/100 Dollars lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 21, Township 16 South, Range 38 East of the Boise Meridian, thence running West 80 rods, thence North 80 rods, thence East 240 rods, thence South 80 rods, thence West 160 rods to the place of beginning.

Together with 1/3 of decreed water rights.

Consideration Less than \$100.00

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever, And the said parties of the first part, and their, heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Dorothy C. Johnson

Lorenzo Mickelsen (SEAL)

Cecelia Mickelsen (SEAL)

STATE OF IDAHO,

County of Franklin, ss.--

On this 25 day of June in the year 1957, before me Clifford Warr a Notary Public in and for said State, personally appeared Lorenzo Mickelsen and Cecelia Mickelsen, husband and wife known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Clifford Warr

Notary Public, Residing at Preston, Idaho

(Seal)

State of Idaho,

County of Franklin--ss.

I hereby certify that this instrument was filed for record at request of Lorenzo Mickelsen at 9:40

A. M., July 26, 1957.

Fee: \$1.50

C. L. Swenson: Ex-Officio Recorder

By _____ Deputy

- - - Compared - - -

Inst. No. 100631

WARRANTY DEED

THIS INDENTURE, made this 9th day of July in the year of our Lord one thousand nine hundred and Fifty-seven between J. Reid Hoggan and his wife G. DeVone Hoggan of Preston County of Franklin State of Idaho the parties of the first part, and Kay Hollingsworth and his wife Phyllis Hollingsworth, joint tenants by the entirety with full rights vested in the survivor and not as tenants in common. of Preston County of Franklin State of Idaho the parties of the second part.

13-7987

152932

WARRANTY DEED

For Value Received MARLYN L. MICKELSEN and DONNA MICKELSEN,
HUSBAND and WIFE

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

PAUL F. CAMPBELL and SHELLY P. CAMPBELL,
Husband and wife,

whose current address is

Heston, Idaho 83286

the grantee, the following described premises, in Franklin County Idaho, to wit.

Township 16 South, Range 38 East of the Boise Meridian
Section 16: Beginning at the Southwest corner of the
SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16; and running thence
West 80 rods; thence North 80 rods; thence
East 240 rods; thence South to a point
260 feet North of the Southeast corner of
the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, same township and
range; thence West 2379 feet, more or less
to the County Road; thence Southwesterly
along the County Road to the point of beginning.

Together with 1/3 of decreed water rights.

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

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

Dated: April 8, 1980

Marlyn L. Mickelsen

Donna Mickelsen

STATE OF IDAHO, COUNTY OF Franklin
On this 8th day of April, 1980,
before me, a notary public in and for said State, personally
appeared

MARLYN L. MICKELSEN and
DONNA MICKELSEN, Husband and Wife.

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

Notary Public
Preston, Idaho
Comm. Expires Lifetime

Recorded at the request of
William F. Poston

MAY 7 1980

MICHAEL A. KANE, RECORDER
Michael A. Kane
FRANKLIN COUNTY, IDAHO

13-7987

NOTICE OF LEASE

The undersigned hereby gives notice of interest in and to the following described real property by virtue of an unrecorded Lease, dated the 2nd day of January, 1995, by and between PAUL CAMPBELL and SHELLEY CAMPBELL, husband and wife, designated as "Landlord" and Camp-Po, L.L.C., an Idaho Limited Liability Company, designated as "Tenant". Said property is situated in Franklin County, State of Idaho, more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

This Notice is made and executed this 2nd day of January, 1995.

LANDLORD:

Paul Campbell
PAUL CAMPBELL

Shelley Campbell
SHELLEY CAMPBELL

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 2nd day of January, 1995, before me, a Notary Public in and for said State, personally appeared PAUL CAMPBELL and SHELLEY CAMPBELL, known or identified to me to be Members of the Camp-Po, L.L.C., whose names are subscribed to the within instrument, and acknowledged to me that they executed the same on behalf of said Limited Liability Company.

Jay R. McKenzie
NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 11-16-97

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 2nd day of January, 1995, before me, a Notary Public, personally appeared Paul Campbell and Shelley Campbell, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Jay R. McKenzie
NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 11-16-97

TENANT:

Camp-Po, L.L.C.

By: Paul Campbell
PAUL CAMPBELL, Member

By: Shelley Campbell
SHELLEY CAMPBELL,
Member

Recorded at the request of
Jay R. McKenzie

— a.m. DEC 31 1996 4:35 p.m.

V. ELLIOTT LARSEN, RECORDER
By Camille Hansen Deputy
FRANKLIN COUNTY, IDAHO

EXHIBIT "A"

Part of the Northwest Quarter of Section 14, Township 16 South, Range 38 East of the Boise Meridian described as follows:

Beginning at a point in the South line of the Weston Canyon Road, 1590.12 feet North and 843.46 feet East of the Southwest corner of said Northwest Quarter of Section 14, and running thence South 247.43 feet; thence North $77^{\circ}30'$ West 130.11 feet; thence North 197.64 feet; thence Northeasterly following a curve to the right, having a 25.0 foot radius and a $91^{\circ}45'$ Delta, 40.10 feet to said South line of the Weston Canyon Road; thence South $88^{\circ}06'$ East 101.26 feet to the place of beginning.

ALSO Township 16 South, Range 38 East of the Boise Meridian

Section 5: Commencing at the Southeast corner of the Southwest quarter of Section 5 and running thence West 70 rods, thence North 80 rods, thence West 120 feet to the true point of beginning and running thence West 210 feet, thence North 42 rods more or less to the ditch fence line, thence following the ditch fence line in a Southeasterly direction to a point 37 rods North of the point of beginning, thence South 37 rods to the point of beginning.

ALSO Township 16 South, Range 38 East of the Boise Meridian

Section 5: Commencing at the Southeast corner of the Southwest quarter of Section 5 and running thence West 90 rods, thence North 35 rods to the center of a creek which is the True Point of Beginning and running thence. Continuing North 45 rods, thence East 330 feet, thence South 68 rods; thence West 120 feet to the center of a creek; thence following center of creek in a Northwesterly direction to the point of beginning.

ALSO Township 16 South, Range 38 East of the Boise Meridian

Section 13: Commencing at the Northeast corner of the SW1/4 of Section 13, thence South 80 rods; thence West 50 rods; thence in a Northeasterly direction to a point 18 rods 5 feet West of the point of beginning; thence East 18 rods, 5 feet to the point of beginning. EXCEPT all highway rights of way. ALSO, Commencing at the Southwest corner of the NW1/4SE1/4 of Section 13, thence North 80 rods; thence East 173 feet, more or less, to the West line of the OSL Railroad right of way; thence Southeasterly along said right of way to the South line of the NW1/4SE1/4; thence West 790 feet, more or less, to the point of beginning. EXCEPT all highway rights of way.

ALSO Beginning at a point in the South line of the road 2037 feet East of the NW corner of the SW quarter of Section 13, Township 16 South, Range 38 East of the Boise Meridian, and running thence South 450 feet; thence East 125 feet; thence South $27^{\circ}39'$ West 150 feet;

thence East 32 feet; thence North 23°25' East 497 feet; thence North 7°12' East 128 feet to a point 17 feet East of the Railroad Track; thence West 300 feet to a point of beginning and containing 2 and 56/100 acres.

ALSO Township 16 South, Range 38 East of the Boise Meridian

Section 16: Beginning at the Southwest corner of the SE1/4SE1/4 of Section 16; and running thence West 80 rods; thence North 80 rods; thence East 240 rods; thence South to a point 260 feet North of the Southeast corner of the SW1/4SW1/4 of Section 15, same township and range; thence West 2379 feet, more or less to the County Road; thence Southwesterly along the County Road to the point of beginning.

TOGETHER with 1/3 of decreed water rights.

ALSO The North half of the Southwest Quarter of Section 11, and the Northeast Quarter of the Southeast Quarter of Section 10, in Township 16 South, Range 38 East of the Boise Meridian.

ALSO Commencing at a point 720 feet East of the Northwest Corner of Section 13, Township 16 South, Range 38 East of the Boise Meridian, and running thence Southeasterly along a certain water ditch 1910 feet, more or less, to the North side of Depot Street in Weston Townsite; thence East 774 feet, more or less, to a point 2153 feet East of the West line of said Section 13; thence North 369.4 feet; thence East 165 feet; thence North 220 feet, more or less, to the West line of the Oregon Short Line Railroad right of way; thence Northwesterly along said right of way 1420 feet, more or less, to North line of said Section 13; thence West 1030 feet, more or less, to the place of beginning, containing 46.21 acres, less the following described tract:

Commencing at a point on the North side of Depot Street in Weston Townsite, 720 feet East of the Northwest corner of Section 13, Township 16 South, Range 38 East of the Boise Meridian, and thence Southeasterly along a certain water ditch 1910 feet more or less, to said point of beginning; thence East 774 feet, more or less, to a point 2153 feet East of the West line of said Section 13; thence North 359.4 feet; thence West 800 feet, more or less, to a certain water ditch; thence Southeasterly along said water ditch 360 feet, more or less, to the place of beginning, containing 6 1/2 acres, more or less.

ALSO Commencing at a point on the North side of Depot Street in Weston Townsite, 720 feet East of the Northwest Corner of Section 13, Township 16 South, Range 38 East of the Boise Meridian, and thence Southeasterly along a certain water ditch 1910 feet, more or less, to said point of beginning; thence East 774 feet, more or less, to a point 2153 feet East of the West line of said Section 13, thence North 359 4/10 feet; thence West 800 feet, more or less, to a certain water ditch; thence Southeasterly along said water ditch 360 feet, more or less, to the place of beginning, containing 6 1/2 acres, more or less.

ALSO Parcel 1: Lot 6, of the Southeast Quarter of the Southwest Quarter, and the Southeast Quarter of Section 6, in Township 16 South, Range 38 East of the Boise Meridian, and containing approximately 236.90 acres.

Parcel 2: Also, the North half of the Northeast Quarter of Section 7, all in Township 16 South, Range 38 East of the Boise Meridian, containing 80 acres.

Parcel 3: Commencing at a point 10 rods West of the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 5, Township 16 South, Range 38 East of the Boise Meridian; and running thence North 80 rods; thence West 70 rods; thence South 80 rods; thence East 51 rods; thence North 19 1/2 rods; thence Southeast 16 rods to a point 10 rods North and approximately 5 rods 10 feet West of the place of beginning; thence East 2 rods 10 feet; thence South 10 rods; thence East 3 rods to the place of beginning, containing 33 1/4 acres.

ALSO, Beginning at a point 600 feet South of the Quarter Section Corner on the West boundary of Section 5, Township 16 South, Range 38 East of the Boise Meridian; thence North 73°26' East 126 1/5 feet; thence South 51°36' East 134 feet; thence South 31°45' East 70 1/5 feet; thence South 23°26' East 85 1/2 feet; thence East 26 feet; thence North 78°43' East 203.9 feet; thence North 73°08' East 168 1/5 feet; thence North 79°21' East 243 1/5 feet; thence North 84°57' East 195.8 feet; thence South 86°48' East 40 feet; thence South 683.70 feet; thence West 1158 feet; thence North 720 feet to the place of beginning, containing 16.75 acres.

And all water rights and irrigation ditches belonging or in anywise appertaining thereto including 32.95 shares of stock in the West Creek Irrigation Company.

ALSO Commencing at a point 46 rods North and 40 rods East of the Southwest Corner of the Northwest Quarter of Section 13, in Township 16 South, Range 38 East of the Boise Meridian, thence running South 23 rods 5 1/2 feet; thence East 16 rods; thence North 23 rods 5 1/2 feet; thence West 16 rods to place of beginning.

ALSO Commencing at a point 74 rods 3 3/4 feet East of the Northwest Corner of the Southwest Quarter of Section 13, Township 16 South of Range 38 East of the Boise Meridian, and running thence East 48 rods; thence South 48 rods be it more or less to a point on a diagonal line running from a point 18 rods 5 feet West of the Northeast corner of the Southwest Quarter to a point 50 rods West of the Southeast corner of the Northeast Quarter of the Southwest Quarter of above named section, township and range; thence running Southwesterly to a point 50 rods West of the Southeast corner of NE1/4 of the SW1/4 of the above named section, township and range, thence West 48 rods; thence North 25 rods; thence West 32 rods; thence North 25 rods; thence East 43 rods 16 1/4 feet; thence North 30 rods to the place of beginning, containing 30 acres, more or less.

EXCEPT: Commencing at a point 98 rods West and 25 rods North of the Southeast corner of the NE1/4SW1/4 of Section 13, Township 16 South, Range 38 East of the

Boise Meridian, to the place of beginning, and thence running West 32 rods, more or less, to the East boundary line of the L.W. Merrill property; thence North 25 rods; thence East 32 rods, more or less, to a point directly North of the place of beginning; thence South 25 rods, to the place of beginning.

ALSO EXCEPT: Commencing at a point 98 rods West of the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 13, Township 16 South, Range 38 East of the Boise Meridian, and thence North 50 rods; thence East 218 feet, more or less, to the Southeast Corner of the LaVell Koller's property line; thence South 50 rods; thence West 218 feet, more or less, to the place of beginning. Subject to public road right of ways.

ALSO EXCEPT: Commencing at a point 46 rods North and 40 rods East of the Southwest corner of the Northwest Quarter of Section 13, in Township 16 South, Range 38 East of the Boise Meridian, thence running South 23 rods 5 1/2 feet; thence East 16 rods; thence North 23 rods 5 1/2 feet; thence West 16 rods to the place of beginning.

ALSO EXCEPT: Commencing at a point 74 rods 3 3/4 feet East and 1000 feet South of the Northwest Corner of the SW1/4 of Section 13, Township 16 South, Range 38 East of the Boise Meridian, thence East 650 feet, more or less, to County Road right of way; thence following the County Road right of way Southerly and Westerly to a point 400 feet, more or less, South of point of beginning; thence North 400 feet, more or less, to point of beginning.

ALSO Commencing at a point 46 rods North and 40 rods East of the Southwest corner of the Northwest Quarter of Section 13, Township 16 South, Range 38 East of the Boise Meridian, thence running South 23 rods 5 1/2 feet; thence East 16 rods; thence North 23 rods 5 1/2 feet; thence West 16 rods to place of beginning.

232285

WARRANTY DEED

PAUL F. CAMPBELL and SHELLY P. CAMPBELL, husband and wife

grantors of Weston County of Franklin
State of Idaho, hereby CONVEY and WARRANT to

BOYD O. CAMPBELL and BEVERLY C. CAMPBELL, husband and wife
as joint tenants and not as tenants in common, with full rights of survivorship

grantees of
for the sum of TEN DOLLARS and other good and valuable consideration
the following described tract of land in Franklin County, State of Idaho.

Township 16 South, Range 38 East of the Boise Meridian
Section 16: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of
Section 16; and running thence West 80 rods; thence North 80 rods; thence East 240 rods; thence South
to a point 260 feet North of the Southeast corner of the Southwest Quarter of the Southwest Quarter of
Section 15, same township and range; thence West 2379 feet, more or less to the County Road; thence
Southwesterly along the County Road to the point of beginning.

Together with 1/3 of decreed water rights.

This document has been prepared as an accommodation by HICKMAN LAND TITLE COMPANY
without the benefit of a title search and its accuracy is not guaranteed.

WITNESS, the hand of said grantor(s), this
Signed in the presence of

day of November A.D. 2005.

Recorded at the request of

Boyd Campbell

Paul F. Campbell
PAUL F. CAMPBELL

a.m. DEC 19 2005 p.m. 2:25

Shelly P. Campbell
SHELLY P. CAMPBELL

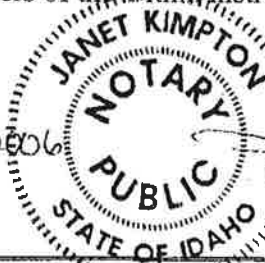
V. ELLIOTT LARSEN, RECORDER

By Ruth K. Rawlings Deputy
FRANKLIN COUNTY, IDAHO

STATE OF)
SS
County of Franklin)

On the 30th day of November A.D. 2005 personally appeared before me PAUL F. CAMPBELL and
SHELLY P. CAMPBELL the signers of the within instrument, who duly acknowledged to me that they
executed the same.

Commission expires: 3-30-2006
Residing in: Preston



Janet Kimpton
Notary Public



HICKMAN LAND TITLE COMPANY

TN

13-7987

OLSON & HOGGAN, P.C.

ATTORNEYS AT LAW

L. BRENT HOGGAN
MILES P. JENSEN
JAMES C. JENKINS
KEVIN J. FIFE*
JEFFERY B. ADAIR**
KELLY J. SMITH*
JEREMY S. RAYMOND
SETH J. TAIT*
JACOB A. WATTERSON
BRADLEY N. MUMFORD*
—
CHARLES P. OLSON (1916-1975)

*also licensed in Idaho
**also licensed in Nevada

June 18, 2019
Sent VIA US Mail and E-mail
easterninfo@idwr.idaho.gov

RECEIVED
JUN 23 2019
Department of Water Resources
130 SOUTH MAIN, SUITE 200
P.O. BOX 525
LOGAN, UTAH 84323-0525
TELEPHONE (435) 752-1551
TOLL FREE (866) 752-1551
TELEFAX (435) 752-2295
—
TREMONTON OFFICE:
123 EAST MAIN
P.O. BOX 115
TREMONTON, UTAH 84337-0115
TELEPHONE (435) 257-3885
TELEFAX (435) 257-0365
E-MAIL oh@oh-pc.com
www.oh-pc.com

State of Idaho Division of Water Resources
Eastern Region
Attn: James Cefalo
900 North Skyline Drive, Ste. A
Idaho Falls, ID 83402-1718

Re: Water Right Statutory Claim No. 13-7987
Our Client: Boyd and Beverly Campbell
Our File No. N-031.39

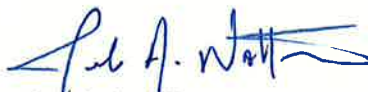
Mr. Cefalo:

We have researched our client's chain of title concerning his parcels and the above-referenced water right claim and have recently discovered additional information related to this water right. Specifically, the enclosed title chain establishes our client's claim to the decreed waters identified herein. Therefore, enclosed for filing is a Second Amended Claim to a Water Right signed by our client, along with all the relevant chain of title documents establishing our client's one-third ownership of this decreed right.

Please process this amended claim, update your records accordingly, and advise when the online database is updated so we may access the filing information. We reserve the right to correct and supplemental this water right claim as needed or as additional information becomes available. Please advise of any advertisements, protests, and any other action related to this Claim.

Thank you for your assistance in this matter. If you require additional information or have any questions, please feel free to contact me or my paralegal, Michelle Welch.

Sincerely,
OLSON & HOGGAN, P. C.


Jacob A. Watterson

JAW/mmww
Enclosures
cc: Client w/o encls

J:\JAW\Water\Campbell, Boyd\01. Correspondence\Ltr Div Water Rights Second Amend Claim 6.18.19.doc

13-7987



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

July 1, 2019

Olson & Hoggan PC
PO Box 115
Tremonton UT 84337

RE: Water Right Claim No. 13-7987

Dear Claimant:

The Department of Water Resources acknowledges receipt of your water right claim. Please refer to the above referenced number in all future correspondence regarding this claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have the information or evidence added at any time. Corrections to the claim may be made by filing an amended claim; no additional filing fees are required to amend a claim.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100.00 late filing fee. Contact any office of the Department or visit the Internet to obtain the proper forms and instructions.

Please feel free to contact this office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sharla Cox', is written over a printed name and title.

Sharla Cox
Administrative Assistant