

Form 1-222
12-82

Department of Water Resources

Page 1 of 2

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

Transfer No.

68 499

Total acres 1080

PART 1

T68499

i. General Information:

a. Description of diversion system 5 wells with 5 pumps connected by
pipe lines.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ✓ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19____.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-2282

Priority Date: 04/28/1941

Origin: Adjudication Recommendation

Basis: License

Status: Active

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	0.90 CFS	180.0 AFA	
Total Diversion		0.90 CFS	180.0 AFA	

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
GROUND WATER	14S	27E	28	SWSWSW		CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S 27E 28							39.0				38.0	39.0					116.0
14S 27E 29				39.0									39.0			39.0	117.0

Total Acres: 233

Conditions/Remarks:

1. 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.
2. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 45 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 233 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-00314, 43-02282, 43-04109, & 43-10500.
4. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.9 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 580 AF. COMBINED RIGHT NOS.: 43-02282, 43-04109, & 43-10500.
5. WHEN COMBINED THE FOLLOWING RIGHT NOS. SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.: 43-00314, 43-02282, 43-04109, & 43-10500.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-2282

6. RIGHT NO. 43-10500 IS AN EXPANSION OF RIGHT NOS. 43-02282 & 43-04109 PURSUANT TO SECTION 42-1416B, IDAHO CODE.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
YES

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

NA

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 43-02298

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	to	3.00 CFS

SOURCE

GROUNDWATER

Priority: 02/23/1959

LOCATION OF POINT(S) OF DIVERSION:NWNE , Sec. 29, Township 14S, Range 27E
CASSIA CountyPLACE OF USE:

IRRIGATION

		NE				NW				SW				SE									
		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM	
T	R S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
14S	27E 20	:				:					:					:	40		25	40	:	105.0	
14S	27E 21	:				:					:			40	30	:					:	70.0	
14S	27E 28	:				:		05			:					:					:	5.0	
14S	27E 29	:	40		40	:					:					:					:	80.0	
																					TOTAL ACRES	260.0	

CONDITIONS/REMARKS:

1. TRANS. 2806.

Describe any other water rights used for the same purpose as described above:

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? _____ If yes, describe:

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TRANS NO. **T68499**

Water Right No. 43-02298

Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 43-02395

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	to	2.90 CFS
STOCKWATER	to	
	Totals	2.90 CFS

SOURCE

GROUNDWATER

Priority: 06/01/1953

LOCATION OF POINT(S) OF DIVERSION:NWSW , Sec. 32, Township 14S, Range 27E
CASSIA CountyPLACE OF USE:

IRRIGATION

		NE				NW				SW				SE									
		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM	
T	R S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
14S	27E 29 :					:					:			40		:					:	40.0	
14S	27E 32 :					:		35	35		:		35			:					:	105.0	
																					TOTAL ACRES	145.0	

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

CONDITIONS/REMARKS:

Describe any other water rights used for the same purpose as described above:

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? _____ If yes, describe:

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TRANS NO.

T68499

Water Right No. 43-02395

Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 43-02416

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	to	1.60 CFS

SOURCE

GROUNDWATER

Priority: 01/21/1955

LOCATION OF POINT(S) OF DIVERSION:SENW , Sec. 32, Township 14S, Range 27E
CASSIA CountyPLACE OF USE:

IRRIGATION

				NE				NW				SW				SE					
				NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM	
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
---	---	---	:	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
14S	27E	32	:					40			40									80.0	
																			TOTAL ACRES	80.0	

CONDITIONS/REMARKS:

Describe any other water rights used for the same purpose as described above:

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? _____ If yes, describe:

Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-4109

Priority Date: 08/01/1954

Origin: Adjudication Recommendation

Basis: Beneficial Use

Status: Active

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	2.00 CFS	400.0 AFA	
Total Diversion		2.00 CFS	400.0 AFA	

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
GROUND WATER	14S	27E	28	SWSWSW		CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S 27E 28							39.0				38.0	39.0					116.0
14S 27E 29				39.0									39.0			39.0	117.0

Total Acres: 233

Conditions/Remarks:

1. 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.
2. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 100 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 233 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-00314, 43-02282, 43-04109, & 43-10500.
4. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.9 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 580 AF. COMBINED RIGHT NOS.: 43-02282, 43-04109, & 43-10500.
5. WHEN COMBINED THE FOLLOWING RIGHT NOS. SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.: 43-00314, 43-02282, 43-04109, & 43-10500.

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-4109

6. RIGHT NO. 43-10500 IS AN EXPANSION OF RIGHT NOS. 43-02282 & 43-04109 PURSUANT TO SECTION 42-1416B, IDAHO CODE.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
YES

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

NA

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-4111**Priority Date:** 08/01/1958**Origin:** Adjudication Recommendation**Basis:** Beneficial Use**Status:** Active**GROUND WATER**

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	1.35 CFS	552.0 AFA	
Total Diversion		1.35 CFS	552.0 AFA	

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
GROUND WATER	14S	27E	32	SESENW		CASSIA
GROUND WATER	14S	27E	32	SWNWSW		CASSIA

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S 27E 29			40.0								40.0	40.0		40.0	39.0		199.0
14S 27E 32					40.0	35.0	32.0	38.0		19.0							164.0

Total Acres: 363

Conditions/Remarks:

1. 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.
2. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 138 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 363 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-00177B, 43-00191A, 43-00191B, 43-02395, 43-02416, & 43-04111.
4. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 5.85 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1452 AF. COMBINED RIGHT NOS.: 43-02395, 43-02416, & 43-04111.

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-4111

5. WHEN COMBINED THE FOLLOWING RIGHT NOS. SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.: 43-00177B, 43-00191A, 43-00191B, 43-02395, 43-02416, & 43-04111.

Documentation of Ownership of the Current Place of Use
Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
YES

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

NA

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?
NO

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 43-04130

STAGE: STATUTORY CLAIM

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	03/01 to 11/01	1.90 CFS

SOURCE

GROUNDWATER

Priority: 04/15/1954

LOCATION OF POINT(S) OF DIVERSION:NWNW , Sec. 8, Township 15S, Range 27E
CASSIA CountyPLACE OF USE:

IRRIGATION

				NE				NW				SW				SE						
				NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
14S	27E	32	:									38		20	38							96.0
15S	27E	5	:					38	20	25	38	30	37	37	36							261.0
15S	27E	8	:					38	25													63.0
																				TOTAL ACRES	420.0	

CONDITIONS/REMARKS:

Describe any other water rights used for the same purpose as described above:

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? _____ If yes, describe:

Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice☐ Warranty Deed☐ Other _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.50 cfs for Irrigation purposes from 03/01 to 11/01
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NW	08	155	27E	Cassia	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
145	27E	32									38								38

Total acres 38

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 1.4 cfs for irrigation purposes from 03/01 to 11/01
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NW	08	155	27E	Cassia	

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
145	27E	32											20	38					58
155	27E	05					38	20	25	38	30	37	37	36					261
155	27E	08					38	25											63

Total acres 382

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-10500

Priority Date: 06/30/1985
Origin: Adjudication Recommendation
Basis: Beneficial Use
Status: Active

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	1.09 CFS	0.0 AFA	
	Total Diversion	1.09 CFS		

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
GROUND WATER	14S	27E	28	SWSWSW		CASSIA

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	27E	28							39.0			38.0	39.0						116.0
14S	27E	29				39.0								39.0			39.0		117.0

Total Acres: 233

Conditions/Remarks:

1. 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.
2. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 88 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 233 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-00314, 43-02282, 43-04109, & 43-10500.
4. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.9 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 580 AF. COMBINED RIGHT NOS.: 43-02282, 43-04109, & 43-10500.
5. WHEN COMBINED THE FOLLOWING RIGHT NOS. SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.: 43-00314, 43-02282, 43-04109, & 43-10500.

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 43-10500

6. THIS RIGHT IS AN EXPANSION OF RIGHT NOS. 43-02282 & 43-04109 PURSUANT TO SECTION 42-1416B, IDAHO CODE.

**Documentation of Ownership of the Current Place of Use
Warranty Deed**

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?
YES

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

NA

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED:

Claim No. A43-11200

STAGE: BENEFICIAL USE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	04/01 to 11/01	3.00 CFS

SOURCE

GROUNDWATER

Priority: 06/30/1985

LOCATION OF POINT(S) OF DIVERSION:

NENWNE , Sec. 29, Township 14S, Range 27E
 SENWNE , Sec. 29, Township 14S, Range 27E
 CASSIA County

PLACE OF USE:

IRRIGATION

				NE				NW				SW				SE						
				NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
---	---	---	:	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	:	---	
14S	27E	20	:	:	:	:	:	:	:	:	:	:	:	:	:	:	40	13	:	:	53.0	
14S	27E	21	:	:	:	:	:	:	:	:	:	:	:	:	08	:	:	:	:	:	8.0	
14S	27E	28	:	:	:	:	:	39	25	:	:	:	:	:	:	:	:	:	:	:	64.0	
																			TOTAL ACRES	125.0		

CONDITIONS/REMARKS:

1. THIS IS AN EXPANSION CLAIM FOR ACRES UNDER LICENSE 43-02298, WITH NO ADDITIONAL WATER.

Describe any other water rights used for the same purpose as described above:

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? _____ If yes, describe:

T68499

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TRANS NO.

Claim No. A43-11200

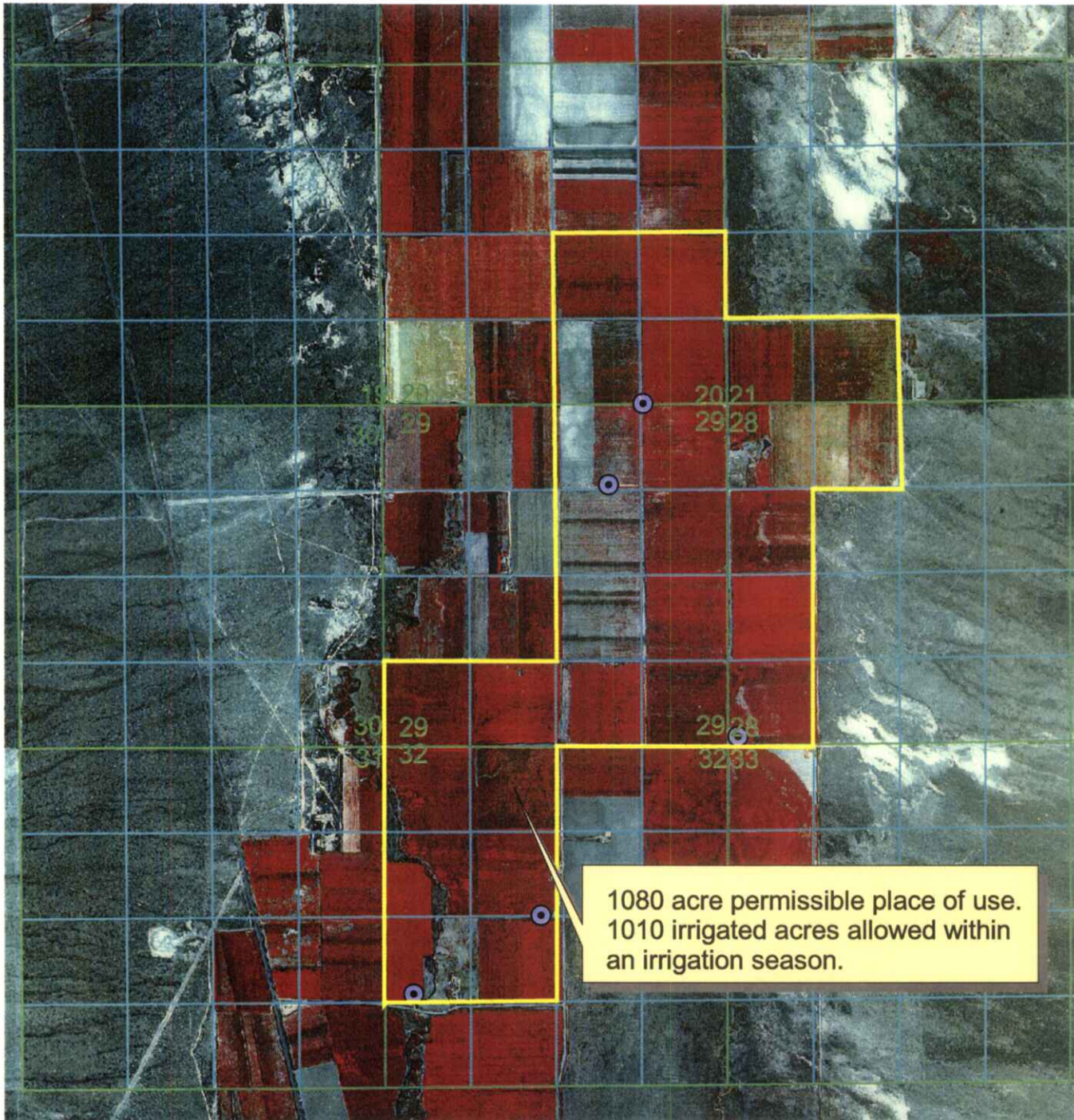
Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

Idaho Department of Water Resources

Willett Transfer

06/14/01



- section lines / #'s
- Point of diversions
- Quarter Quarter lines
- Permissible Place of Use



1987/1988 NAPP Photography
Data Entry by John Freitag

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 14th day of June, 2001.

Jodee Willett
(Signature of Applicant)

Jeanie Robertson
(Notary Public)

My commission expires 9-23-06

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by JE Date 06/14/01Protest filed by NonePrelim. check by JE Fee 410Received by JE Date 06/15/015024057 and 5023173Published in Spokane Press

Copies of protest forwarded by _____

Pub. dates 7/16 & 7/23/01

Hearing held by _____ Date _____

Watermaster recommendation requested on N/ARecommended for ☒ approval ☐ denialby AD

Copy of transfer sent to lien holder _____

237964

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA
MAGISTRATE DIVISION

In the Matter of	)	
	)	Case No. SP95-00172
JOANN L. BRIGGS,	)	<u>ORDER OF INTESTACY AND</u>
	)	<u>DETERMINATION OF HEIRS</u>
Deceased.	)	

The Petition of Thomas Amby Briggs for an adjudication of intestacy and determination of heirs having come before the court, the court makes the following findings:

1. Joann L. Briggs, a/k/a Joann Larsen Briggs, died on May 3, 1991 at the age of 63 years. At the time of her death she was domiciled in Davis County, Utah, however, the decedent owned real estate in Cassia County, Idaho.

2. More than three (3) years have elapsed since the date of the decedent's death and no probate of her will was conducted and pursuant to law the decedent is presumed to have died intestate.

3. Decedent is survived by the following heirs:

<u>NAME & ADDRESS</u>	<u>RELATIONSHIP</u>	<u>AGE</u>
Anita Powell Box 670425 Chugiak, Alaska 95567	Daughter	Over 21
Thomas A. Briggs 760 E. 425 S. Layton, Utah 84041	Son	Over 21
Van H. Briggs 760 E. 4225 S. Layton, Utah 84041	Son	Over 21
James L. Briggs 1168 N. 250 W. Sunset, Utah 84015	Son	Over 21
Todd J. Briggs 15051 Digger Dr. San Antonio, Texas 78247	Son	Over 21

4. The decedent left an estate consisting of separate property.

5. Venue is proper because the decedent died leaving real estate in Cassia County, Idaho.

6. All notices have been given as required by law.

NOW, THEREFORE, IT IS ORDERED AND DECREED:

1. That the decedent died intestate.
2. The decedent is survived by the following heirs:

<u>NAME AND ADDRESS</u>	<u>RELATIONSHIP</u>	<u>AGE</u>
Anita Powell Box 670425 Chugiak, Alaska 95567	Daughter	Over 21
Thomas A. Briggs 760 E. 425 S. Layton, Utah 84041	Son	Over 21

Van H. Briggs
760 E. 425 S.
Layton, Utah 84041

Son

Over 21

James L. Briggs
1168 N. 250 W.
Sunset, Utah 84015

Son

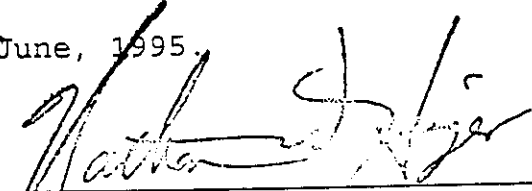
Over 21

Todd J. Briggs
15051 Digger Dr.
San Antonio, Texas 78247

Son

Over 21

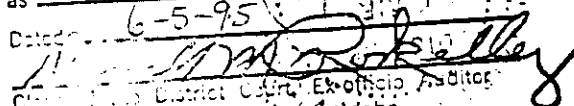
DATED this 5th day of June, 1995.


Magistrate

State of Idaho } ss
County of Cassia }

I hereby certify that the foregoing instrument
is a full, true and correct copy of the original
as _____ in this office.

Dated 6-5-95


Matthew J. Briggs, District Court, Ex-officio Auditor
and Recorder, Cassia County, Idaho

By X. Blabber

Deputy

QUITCLAIM DEED

THIS INDENTURE, made this 24th day of JUNE, 1995,
 between ANITA POWELL, of Box 670425, Chugiak, Alaska, 95567,
 contracting as and with his sole and separate property, herein
 called the "Grantor", and THOMAS AMBY BRIGGS and VAN HAL BRIGGS,
 as Trustees of the JOANN L. BRIGGS TRUST, dated May 3, 1986, of
 760 E., 425 S., Layton, Utah 84041, herein called the "Grantee".

W I T N E S S E T H:

The said Grantor, for and in consideration of the sum of
 Ten Dollars (\$10.00), lawful money of the United States of
 America, and other valuable consideration to Grantor in hand
 paid by the Grantee, the receipt whereof is hereby acknowledged,
 does by these presents remise, release and forever quitclaim
 unto the Grantee and to the heirs and assigns of the Grantee,
 all of the interest of the Grantor in that certain lot, piece or
 parcel of land situated, lying and being in the County of Cassia,
 State of Idaho, bounded and particularly described as follows,
 to-wit:

TOWNSHIP 14 SOUTH, RANGE 27 EAST, OF THE BOISE
 MERIDIAN

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER with Water Rights A43-04109, A43-10500,
 and A43-02282.

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

1 to hold all and singular the said premises, together with the
2 appurtenances, unto the Grantee, and to the heirs and assigns of
3 Grantee forever.

4 IN WITNESS WHEREOF, the Grantor has executed this
5 Quitclaim Deed.

Anita Powell

6
7 STATE OF Alaska)
8 County of Anchorage) ss

9 On this 24th day of June, in the year of 1995,
10 before me, the undersigned, a Notary Public in and for said
11 State, personally appeared ANITA POWELL, known or identified to
me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that She executed the same.

12 Tanya Sue Nelson
13 Notary Public for Alaska
14 Residing at Anchorage
15 My commission expires on 2/17/98



237966

QUITCLAIM DEED

THIS INDENTURE, made this 11 day of May, 1995,
between THOMAS AMBY BRIGGS, of 760 E., 425 S., Layton, Utah
84041, contracting as and with his sole and separate property,
herein called the "Grantor", and THOMAS AMBY BRIGGS and VAN HAL
BRIGGS, as Trustees of the JOANN L. BRIGGS TRUST, dated May 3,
1986, of 760 E., 425 S., Layton, Utah 84041, herein called the
"Grantee".

W I T N E S S E T H:

The said Grantor, for and in consideration of the sum of
Ten Dollars (\$10.00), lawful money of the United States of
America, and other valuable consideration to Grantor in hand
paid by the Grantee, the receipt whereof is hereby acknowledged,
does by these presents remise, release and forever quitclaim
unto the Grantee and to the heirs and assigns of the Grantee,
all of the interest of the Grantor in that certain lot, piece or
parcel of land situated, lying and being in the County of Cassia,
State of Idaho, bounded and particularly described as follows,
to-wit:

TOWNSHIP 14 SOUTH, RANGE 27 EAST, OF THE BOISE
MERIDIAN

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER with Water Rights A43-04109, A43-10500,
and A43-02282.

TOGETHER with all and singular the tenements,
hereditaments, and appurtenances thereunto belonging or in
anywise appertaining, the reversion and reversions, remainder

1 and remainders, rents, issues, and profits thereof. To have and
2 to hold all and singular the said premises, together with the
3 appurtenances, unto the Grantee, and to the heirs and assigns of
4 Grantee forever.

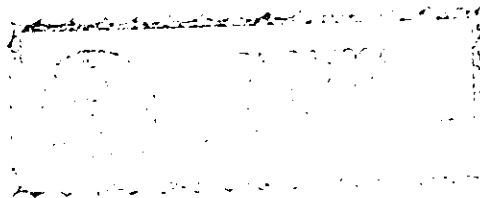
5 IN WITNESS WHEREOF, the Grantor has executed this
6 Quitclaim Deed.

7 Thomas Ambly Briggs

8 STATE OF UTAH)
9 County of DeVils) ss

10 On this 11th day of May, in the year of 1995,
11 before me, the undersigned, a Notary Public in and for said
12 State, personally appeared THOMAS AMBY BRIGGS, known or
13 identified to me to be the person whose name is subscribed to the
14 within instrument, and acknowledged to me that he executed the
15 same.

16 Don A. Clark
17 Notary Public for Utah
18 Residing at Brentwood Park
19 My commission expires on 11/15/98



23796 7

QUITCLAIM DEED

THIS INDENTURE, made this 18th day of MAY, 1995,
between VAN H. BRIGGS, of 760 E., 425 S., Layton, Utah 84041,
contracting as and with his sole and separate property, herein
called the "Grantor", and THOMAS AMBY BRIGGS and VAN HAL BRIGGS,
as Trustees of the JOANN L. BRIGGS TRUST, dated May 3, 1986, of
760 E., 425 S., Layton, Utah 84041, herein called the "Grantee".

W I T N E S S E T H:

The said Grantor, for and in consideration of the sum of
Ten Dollars (\$10.00), lawful money of the United States of
America, and other valuable consideration to Grantor in hand
paid by the Grantee, the receipt whereof is hereby acknowledged,
does by these presents remise, release and forever quitclaim
unto the Grantee and to the heirs and assigns of the Grantee,
all of the interest of the Grantor in that certain lot, piece or
parcel of land situated, lying and being in the County of Cassia,
State of Idaho, bounded and particularly described as follows,
to-wit:

TOWNSHIP 14 SOUTH, RANGE 27 EAST, OF THE BOISE
MERIDIAN

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER with Water Rights A43-04109, A43-10500,
and A43-02282.

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

1 to hold all and singular the said premises, together with the
2 appurtenances, unto the Grantee, and to the heirs and assigns of
3 Grantee forever.

4 IN WITNESS WHEREOF, the Grantor has executed this
5 Quitclaim Deed.

Van H. Briggs

7 STATE OF UTAH

8 County of Davis

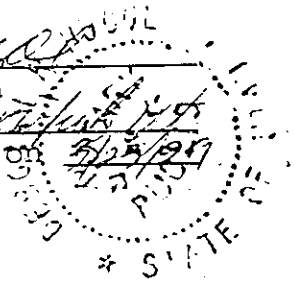
) ss

9 On this 15th day of May, in the year of 1995,
10 before me, the undersigned, a Notary Public in and for said
11 State, personally appeared VAN H. BRIGGS, known or identified to
me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same.

12 Michael H. Hargrett
Notary Public for Utah

13 Residing at West Bountiful, UT

14 My commission expires on 5/25/97



QUITCLAIM DEED

THIS INDENTURE, made this 19th day of May, 1995,
 between JAMES L. BRIGGS, of 1168 N. 250 W., Sunset, Utah 84015,
 contracting as and with his sole and separate property, herein
 called the "Grantor", and THOMAS AMBY BRIGGS and VAN HAL BRIGGS,
 as Trustees of the JOANN L. BRIGGS TRUST, dated May 3, 1986, of
 760 E., 425 S., Layton, Utah 84041, herein called the "Grantee".

W I T N E S S E T H:

The said Grantor, for and in consideration of the sum of
 Ten Dollars (\$10.00), lawful money of the United States of
 America, and other valuable consideration to Grantor in hand
 paid by the Grantee, the receipt whereof is hereby acknowledged,
 does by these presents remise, release and forever quitclaim
 unto the Grantee and to the heirs and assigns of the Grantee,
 all of the interest of the Grantor in that certain lot, piece or
 parcel of land situated, lying and being in the County of Cassia,
 State of Idaho, bounded and particularly described as follows,
 to-wit:

TOWNSHIP 14 SOUTH, RANGE 27 EAST, OF THE BOISE
 MERIDIAN

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER with Water Rights A43-04109, A43-10500,
 and A43-02282.

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

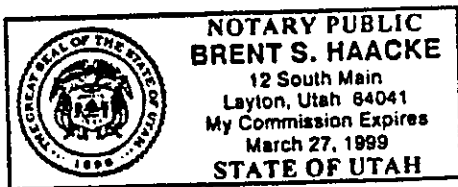
1 to hold all and singular the said premises, together with the
2 appurtenances, unto the Grantee, and to the heirs and assigns of
3 Grantee forever.

4 IN WITNESS WHEREOF, the Grantor has executed this
5 Quitclaim Deed.

James L. Briggs

7 STATE OF UTAH)
8 County of Davis) ss

9 On this 19th day of May, in the year of 1995,
10 before me, the undersigned, a Notary Public in and for said
11 State, personally appeared JAMES L. BRIGGS, known or identified
to me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same.



Brent S. Haacke
Notary Public for Utah
Residing at Layton
My commission expires on March 27, 1999

237969

QUITCLAIM DEED

THIS INDENTURE, made this 19 day of MAY, 1995,
between TODD J. BRIGGS, of 15051 Digger Drive, San Antonio, Texas
78247, contracting as and with his sole and separate property,
herein called the "Grantor", and THOMAS AMBY BRIGGS and VAN HAL
BRIGGS, as Trustees of the JOANN L. BRIGGS TRUST, dated May 3,
1986, of 760 E., 425 S., Layton, Utah 84041, herein called the
"Grantee".

W I T N E S S E T H:

The said Grantor, for and in consideration of the sum of
Ten Dollars (\$10.00), lawful money of the United States of
America, and other valuable consideration to Grantor in hand
paid by the Grantee, the receipt whereof is hereby acknowledged,
does by these presents remise, release and forever quitclaim
unto the Grantee and to the heirs and assigns of the Grantee,
all of the interest of the Grantor in that certain lot, piece or
parcel of land situated, lying and being in the County of Cassia,
State of Idaho, bounded and particularly described as follows,
to-wit:

TOWNSHIP 14 SOUTH, RANGE 27 EAST, OF THE BOISE
MERIDIAN

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER with Water Rights A43-04109, A43-10500,
and A43-02282.

TOGETHER with all and singular the tenements,
hereditaments, and appurtenances thereunto belonging or in
anywise appertaining, the reversion and reversions, remainder

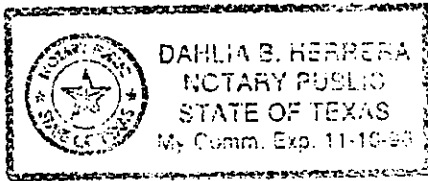
1 and remainders, rents, issues, and profits thereof. To have and
2 to hold all and singular the said premises, together with the
3 appurtenances, unto the Grantee, and to the heirs and assigns of
4 Grantee forever.

5 IN WITNESS WHEREOF, the Grantor has executed this
6 Quitclaim Deed.

Todd Jay Briggs

8 STATE OF Texas)
9 County of Beaver) ss

10 On this 19 day of May, in the year of 1995,
11 before me, the undersigned, a Notary Public in and for said
12 State, personally appeared TODD J. BRIGGS, known or identified
to me to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same.



Dahlia B. Herrera
Notary Public for Beaver County
Residing at 12303 N. Cedar St.
My commission expires on 11-10-96

237970

WARRANTY DEED

THIS INDENTURE, made this 1st day of August, 1995, between THOMAS AMBY BRIGGS and VAN HAL BRIGGS, as Trustees of the JOANN L. BRIGGS TRUST dated May 3, 1986, of 760 East 425 South, Layton, Utah 84041, ("Grantor"), and JODEE W. WILLETT and OLETA WILLETT, husband and wife, whose address is HC72 Box 2236, Malta, Idaho 83342, ("Grantee").

W I T N E S S E T H:

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and assigns of Grantee forever, all of the following described real estate situated in the County of Cassia, State of Idaho, to-wit:

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

Section 28: W $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 29: E $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER with water rights A43-04109, A43-10500 and A43-02282.

SUBJECT TO: Accruing taxes, levies and assessments; oil, gas and mineral lease recorded as Instrument No. 72427 on film 84, records of Cassia County, Idaho; Reservation in Warranty Deed recorded as

Instrument No. 186050 on film 188, records of Cassia County, Idaho; Agreement for Electric Service recorded as Instrument No. 191166, film 193, records of Cassia County and those exceptions on Title Commitment 25856 of Land Title and Escrow #S1-10 Schedule B.

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 Grantor. All water rights including, but not limited to A43-04109, A43-10500, and A43-02282.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this
(continued)

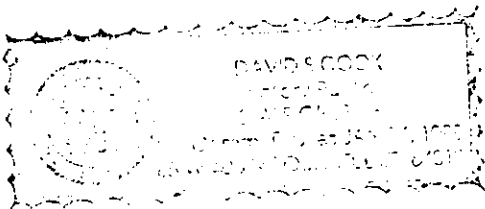
Deed the day and year first above written.

JOANN L. BRIGGS TRUST DATED
MAY 3, 1986

BY Thomas Ambry Briggs
Trustee
BY Van Hal Briggs
Trustee

STATE OF UTAH)
County of DAVIS) ss

On this 10th day of August, in the year 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS AMBY BRIGGS and VAN HAL BRIGGS,, known or identified to me to be the persons whose names are subscribed to the within instrument, as Trustees of the Joann L. Briggs Trust dated May 3, 1986, and acknowledged to me that they executed the same as such Trustees.



David S. Cook
Notary Public for UTAH
Residing at Bountiful, Utah
My commission expires on 11/14/98

RECEIVED

243710

AUG 02 1996

WARRANTY DEED

Department of Water Resources
Southern Region

THIS INDENTURE, made this 26 day of June, 1996, between
NELDON JOHN NEFF and ELAINE NIELSEN NEFF, husband and wife,,
hereinafter called the "Grantor", and JODEE W. WILLETT and OLETA WILLETT,
husband and wife, whose address is 2534 South, 2400 East, Malta, Idaho, 83342
hereinafter called the "Grantee".

WITNESSETH

The Grantor, for and in consideration of the sum of Ten Dollars
(\$10.00), lawful money of the United States of America, and other good and valuable
consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is
hereby acknowledged, has granted, bargained and sold, and by these presents do grant,
bargain and sell, convey and confirm unto the Grantee, and to the successors and
assigns of the Grantee forever, the following described real estate situated in the
County of Cassia, State of Idaho, to-wit:

PARCEL NO. 1:

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

Section 20: SE $\frac{1}{4}$

Section 29: N $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM the following described
parcel:

A part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29, more
particularly described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,
of said Section 29;
Thence South 208.5 feet;
Thence West 208.5 feet;
Thence North 208.5 feet;
Thence East 208.5 feet to the True Point of Beginning.

T68489

PARCEL NO. 2:

An undivided 60% interest in and to the following described property and well:

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

Section 29: A part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29, more particularly described as follows:

**Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,
of said Section 29;
Thence South 208.5 feet;
Thence West 208.5 feet;
Thence North 208.5 feet;
Thence East 208.5 feet to the True Point of Beginning.**

834
60%

**Together with all water rights appurtenant thereto,
including but not limited to Water License No. A43-02298,
priority date 2/23/59, cfs 3.000, and including the irrigation
system, pumps and motors, located on the premises.**

**SUBJECT TO: A Well Agreement between Ricky John
Neff and Margie Gilbert Neff, husband and wife and
Neldon John Neff and Elaine Nielsen Neff, husband and
wife, dated May 31, 1984 and recorded June 29, 1984 as
Instrument No. 161767 on Film No. 165, records of Cassia
County, Idaho;**

**AND: Existing electric power agreements and easements
of record.**

**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 the said property as well in law as in equity of the
Grantor.**

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described premises, together with appurtenances unto the Grantee, and to the successors and assigns of the Grantee.

The Grantor shall and will warrant and by these presents, during the time it owned the property, will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the successors and assigns of the Grantee, and against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this deed the day and year first above written.

Neldon John Neff
Neldon John Neff

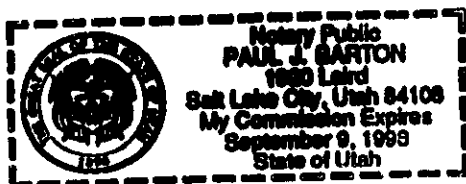
Elaine Nielsen Neff
Elaine Nielsen Neff

STATE OF UTAH)

)ss

County of SALT LAKE)

On this 26th day of JUNE, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared NELDON JOHN NEFF and ELAINE NIELSEN NEFF, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Paul J. Barton
Notary Public for Utah
Residing at SLC, UT
My Commission expires on 9-9-98

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

FILM 278

1996 JUL -2 A 9:38

243710

CASSIA COUNTY, IDAHO
DARRELL M. ROSKELLEY
RECORDER

FEE 9.00 DEPUTY ba

WARRANTY DEED - 3

114766

WARRANTY DEED

For Value Received COLLIN M. BOOTH and NORMA BOOTH, husband and wife

the grantors do hereby grant, bargain, sell and convey unto
 NELDON JOHN NEFF and ELAINE NIELSEN NEFF, husband and wife
 11810 South 2700 West Riverton, Utah 84065

the grantees, the following described premises, to-wit:
 TOWNSHIP 14 SOUTH, RANGE 27 EAST, BOISE MERIDIAN
 Section 20: SE $\frac{1}{4}$
 Section 29: NW $\frac{1}{4}$ NE $\frac{1}{4}$

ALL IN CASSIA COUNTY, STATE OF IDAHO.

SUBJECT TO:

General taxes for the year 1979, and subsequent years.

AGREEMENT FOR PURCHASE OF POWER between Raft River Rural Electric Cooperative, Inc., and L. B. Jardine and Ivy Jardine, his wife, dated May 2, 1955 and recorded August 5, 1955 as Instrument No. 187055 in Book 9 of B.S. & A. on pages 56, 57 and 58, records of Cassia County, Idaho.

LEASE AND AGREEMENT, dated March 8, 1972, by and between Collin M. Booth and Norma Booth, husband and wife; and Blaine Hall and Dorothea Hall, husband and wife, and Raft River Rural Electric Cooperative, Inc., a corporation, recorded July 14, 1972 as Instrument No. 64029 on Film No. 77, records of Cassia County, Idaho.

AGREEMENT FOR PURCHASE OF POWER, between Raft River Rural Electric Cooperative, Inc., and Collin M. Booth and Norma Booth, dated March 25, 1978, and recorded May 22, 1978 as Instrument No. 107781 on Film No. 117, records of Cassia County, Idaho. NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 29, Twp. 14 S., Rge. 27, E.B.M., and has a well on the NW $\frac{1}{4}$ NE $\frac{1}{4}$.

FINANCING STATEMENT NO. 20771 to Borg-Warner Leasing, Division of Borg-Warner Acceptance Corporation, executed by Collin M. Booth and Norma Booth, recorded May 10, 1978 as Instrument No. 107430 on Film No. 117, records of Cassia County, Idaho. (For irrigation equipment).

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as above described, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 26, 1979

Collin M. Booth
 COLLIN M. BOOTH

Norma Booth
 NORMA BOOTH

STATE OF IDAHO, COUNTY OF CASSIA:

On this 27 day of February, 1979, before me, a notary public in and for said State, personally appeared

COLLIN M. BOOTH and NORMA BOOTH,
 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.

Residing at

Bentley

Idaho. Comm. Expires

4/1/1980

FOR RECORDING ONLY:

RECORDED AT THE RECORDS
 CASSIA COUNTY ABSTRACT
 FILM 124
 MAR 7 12 12 PM '79
 CASSIA COUNTY, IDAHO
 FRANK R. ALPERT
 RECORDER
OFFICE OF THE RECORDER

114766

161767

WELL AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of May, 1984, by and between RICKY JOHN NEFF and MARGIE GILBERT NEFF, husband and wife of Malta, Idaho, hereinafter referred to as the "Party of the First Part", and NELDON JOHN NEFF and ELAINE E NIELSEN NEFF, husband and wife, hereinafter referred to as the "Party of the Second Part".

W I T N E S S E T H :

WHEREAS, the Party of the First Part is the owner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and 30 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21; 75 acres in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, all in Township 14 South, Range 27 East, and

NE $\frac{1}{4}$?
WHEREAS, the Party of the Second Part is the owner of the North Half of the NW $\frac{1}{4}$ of Section 29 and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ and 25 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, all in Township 14 South, Range 27 East, Boise Meridian, and

WHEREAS, the parcel of property owned by the Party of the First Part and the parcel of property owned by the Party of the Second Part are adjacent to each other, and

WHEREAS, it would be advantageous to both parties to drill one (1) well to water both parcels of property, and

WHEREAS, the parties are desirous of entering into an agreement whereby they would share costs and expenses to maintain the well after said well is drilled,

NOW, THEREFORE, it is agreed as follows:

1. That the Party of the First Part will drill a well on the property of the Party of the Second Part located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 14 South, Range 27 East, Boise Meridian.

2. That the Party of the First Part will pay all expenses in drilling said well and putting in the original pump.

3. The Party of the First Part shall be entitled to forty percent (40%) of the water from said well and the Party of the Second Part shall be entitled to sixty percent (60%) of the water from said well.

4. The Party of the First Part shall be responsible for forty percent (40%) of all costs and expenses involved with the well after the well is installed and pumping water and the Party of the Second Part shall be responsible for sixty percent (60%) of said costs after the well is installed and pumping water.

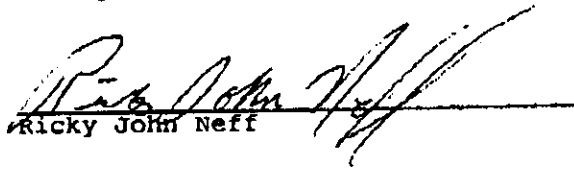
5. The Party of the Second Part shall maintain the area around the well and keep said area in a safe and clean condition.

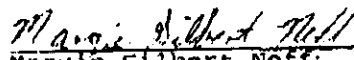
6. The Party of the Second Part shall give to the Party of the First Part an easement for ingress and egress along the north 20 feet of the North Half of the NE $\frac{1}{4}$ of Section 29, Range 27 East, Boise Meridian.

7. This agreement is perpetual and shall apply to the heirs, executors, administrators and assigns of the Party of the First Part and the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

"Party of the First Part"


Ricky John Neff


Margie Gilbert Neff

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

FILM

165

JUN 29 4 02 PM '84

CASSIA COUNTY, IDAHO

FRANK B. KEARNS

RECORDER

FEE

DEPOSIT

LE: X J K E

"Party of the Second Part"

Neldon John Neff

Elaine Nielson Neff

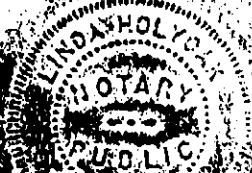
STATE OF IDAHO

County of Cassia

ss.

On this 31 day of May, 1984, before me the undersigned, a Notary Public in and for said County and State, personally appeared RICKY JOHN NEFF and MARGIE GILBERT NEFF, husband and wife, 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 seal the day and year first above written.



Linda Holyst
Notary Public for Idaho
Residing at Burley, Idaho

County of Cassia

ss.

On this 2 day of June, 1984, before me the undersigned, a Notary Public in and for said County and State, personally appeared NELDON JOHN NEFF and ELAINE NIELSON NEFF, husband and wife, 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 seal the day and year first above written.



Lloyd Schorzman
Notary Public for Idaho
Residing at Burley, Idaho

malta

161768

EASEMENT

THIS AGREEMENT made and entered into this 31st day of May, 1984, by and between RICKY JOHN NEFF and MARGIE GILBERT NEFF, husband and wife, hereinafter referred to as "Party of the First Part", and NELDON JOHN NEFF and ELAINE NIELSEN NEFF, husband and wife, hereinafter referred to as "Party of the Second Part".

W I T N E S S E T H :

WHEREAS, the Party of the First Part and the Party of the Second Part have entered into a Well Agreement, and

WHEREAS, the Well Agreement requires that the Party of the Second Part give the Party of the First Part an easement for the purposes of maintaining the well described in said agreement, and

WHEREAS, the Party of the Second Part is the owner of the North Half of the NE $\frac{1}{4}$ of Section 29, Township 14 South, Range 27 East, Boise Meridian,

NOW, THEREFORE, in consideration of the terms and conditions herein contained, it is hereby agreed that:

1. The Party of the Second Part hereby grants, assigns and sets over to the Party of the First Part, an easement right-of-way to take water from the above described premises through the well that is to be constructed thereon and for the purposes of ingress and egress to maintain said well.

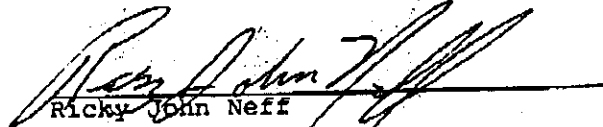
2. The easement shall be on the North 20 feet of the North Half of the NE $\frac{1}{4}$ of Section 29, ^{Township 14 South,} Range 27 East, Boise Meridian. *WJN*

3. Party of the First Part shall have the right to enter said property for the purposes of laying a pipe line, repairing and replacing said pipeline, and for ingress and egress to the well located on said property.

4. The duration of this easement is perpetual and shall apply to the heirs, executors, administrators and assigns of the Party of the First Part and the Party of the Second Part.

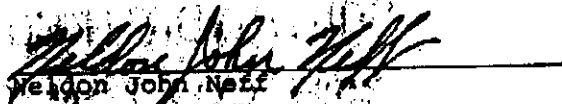
IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

"Party of the First Part"


Ricky John Neff


Margie Gilbert Neff

"Party of the Second Part"


Weldon John Neff


Elaine Nielson Neff

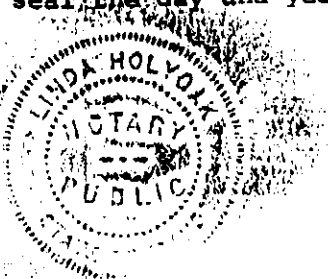
STATE OF IDAHO

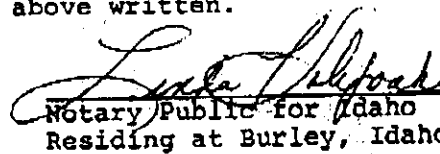
ss.

County of Cassia

On this 31st day of May, 1984, before me the undersigned, a Notary Public in and for said County and State, personally appeared RICKY JOHN NEFF and MARGIE GILBERT NEFF, husband and wife, 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 seal the day and year first above written.




Notary Public for Idaho
Residing at Burley, Idaho

seal the day and year first above written.



Linda Holyoak
Notary Public for Idaho
Residing at Burley, Idaho

EASEMENT - 2

STATE OF IDAHO

ss.

County of Cassia

On this 2 day of June, 1984, before me the undersigned,
a Notary Public in and for said County and State, personally
appeared NELDON JOHN NEFF and ELAINE NIELSON NEFF, husband and
wife, 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
seal the day and year first above written.



Lloyd Schwartzman
Notary Public for Idaho
Residing at Burley, Idaho

multa

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
FILM 165
JUN 29 2 03 PM '84
CASSIA
FEE 1.00
X 21 X 20 X 6

161768

EASEMENT - 3

161789

16271

900
WARRANTY DEED

#30612

258778

For Value Received

RICKY JOHN NEFF and MARGIE G. NEFF, husband and wife

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

JODEE W. WILLETT and OLETA A. WILLETT, husband and wife
Address: 2534 SOUTH 2400 EAST, MALTA, ID 83342

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

See attached Exhibit "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Idaho Department of Water Resources water right number A43-02298.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 1998 and subsequent years, a lien, but not yet due or payable.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and L. B. Jardine and Ivy Jardine, his wife, as Consumer, dated May 2, 1955, and recorded August 5, 1955, as Instrument No. 187055, on Page 56 of Book 9 of Bills of Sales and Agreements, records of Cassia County, Idaho.

Easement for Irrigation Line (Underground) between Raft River Highway District and Ricky John Neff and Margie Gilbert Neff, husband and wife, dated February 7, 1980, and recorded February 19, 1980, as Instrument No. 123727 on Film No. 132, records of Cassia County, Idaho.

Well Agreement between Ricky John Neff and Margie Gilbert Neff, husband and wife, as Party of the First Part, and Neldon John Neff and Elaine Nielsen Neff, husband and wife, as Party of the Second Part, dated May 31, 1984 and recorded June 29, 1984 as Instrument No. 161767 on Film No. 165, records of Cassia County, Idaho.

Real Estate Mortgage in favor of the United States of America, acting through the Farmers Home Administration, dated June 29, 1984 and recorded June 29, 1984 as Instrument No. 161769, on Film No. 165, records of Cassia County, Idaho, which the Grantees assume and agree to pay the balance thereof..

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and

T # 5816

and the same from all lawful claims never.

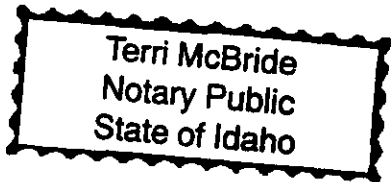
Dated: October 30, 1998


RICKY JOHN NEFF


MARGIE G. NEFF

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 30th day of October, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared RICKY JOHN NEFF and MARGIE G. NEFF, 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.


Terri McBride
Notary Public
State of Idaho

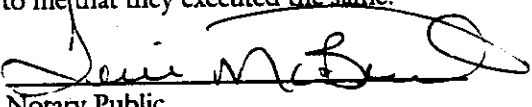

Notary Public
Residing at: Rupert, Idaho
My Commission expires: 2/5/2002

Exhibit "A"

PARCEL NO. 1:

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

Section 28: N $\frac{1}{2}$ NW $\frac{1}{4}$, LESS the following described parcel of land in the NW $\frac{1}{4}$ NW $\frac{1}{4}$:

Beginning at a point which is 560 feet North of the Southwest corner of the
NW $\frac{1}{4}$ NW $\frac{1}{4}$, which is the True Point of Beginning;
Thence East 300 feet to a point;
Thence North 300 feet to a point;
Thence West 300 feet to a point;
Thence South 300 feet to the True Point of Beginning.

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

Section 21: S $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the North 50 feet of said S $\frac{1}{2}$ SW $\frac{1}{4}$.

PARCEL NO. 2:

A road right-of-way for ingress and egress over the North 20 feet of W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, Township 14 South, Range 27 East of Boise Meridian, Cassia County, Idaho for the benefit of the E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 21 as reserved in Warranty Deed from Ricky John Neff and Margie G. Neff, husband and wife, Grantor to Henry J. Yates and Carolyn C. Yates, husband and wife, Grantee, dated September 15, 1981 and recorded October 2, 1981 as Instrument No. 138618, on Film No. 145, records of Cassia County, Idaho.

PARCEL NO. 3:

An undivided 40% interest in and to the following described property and well:

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

Section 29: A part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29, more particularly
described as follows:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, of said
Section 29;
Thence South 208.5 feet;
Thence West 208.5 feet;
Thence North 208.5 feet;
Thence East 208.5 feet to the True Point of Beginning.

SPECIAL WARRANTY DEED

#32618

268863

For Value Received

ARIMO CORPORATION, a corporation duly organized and existing under the laws of the State of Idaho

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

JODEE W. WILLETT and OLETA WILLETT, husband and wife
Address: 2534 South 2400 East
Malta, Idaho 83342

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

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

Section 32: NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOGETHER WITH all ditches and ditch rights used thereon or appurtenant thereto and 25 inches of water from State of Idaho Department of Water Resources Adjudication No. A43-04130.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2000 and subsequent years.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever during the period of time that the property was owned by the Grantor.

Dated: April 21st, 2000

ARIMO CORPORATION

By: Christopher F. Robinson
Christopher F. Robinson, President

T # 5816

STATE OF UTAH)

) ss.

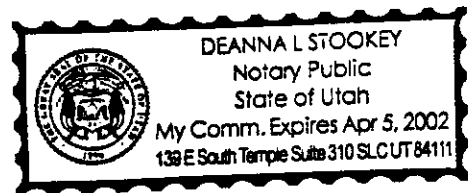
COUNTY OF Salt Lake)

On this 21st day of **April, 2000**, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHRISTOPHER ROBINSON**, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Deanna L. Stookey
Notary Public

Residing at:

My Commission expires:



268863

CASSIA COUNTY, IDAHO
DARRELL M. ROSKELLEY

RECORDER

FEB 20 2000 DEPUTY *[Signature]*

'00 APR 26 AM 9 52

RECORDED AT THE REQUEST OF

LAND TITLE & ESCROW

INDE. 5
70302
70302

RECEIVED

OCT 10 2000

Department of Water Resources
Southern Region

WARRANTY DEED

THIS INDENTURE, Made this 22nd day of May, 1973, between FRED A. MEADOR and GRACE L. MEADOR, husband and wife, of the County of Cassia, State of Idaho, the parties of the first part, hereinafter referred to as the "GRANTORS", and JODEE W. WILLETT and OLETA A. WILLETT, husband and wife, of the County of Cassia, State of Idaho, the parties of the second part, hereinafter referred to as the "GRANTEES".

WITNESSETH:

That the Grantors for and in consideration of the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), lawful money of the United States of America, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell, convey and confirm unto the Grantees and to the Grantees' heirs and assigns forever, all of the following described parcels of real property situate in Cassia County, Idaho, to-wit:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-nine (29); and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northwest quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-two (32), All in Township Fourteen (14) South, Range Twenty-seven (27), East, Boise Meridian.

SUBJECT TO:

(1) AGREEMENT FOR PURCHASE OF POWER, Dated May 10, 1957, by and between Raft River Rural Electric Cooperative, Inc., and Shirley R. Barrett, recorded September 12, 1958, as Instrument No. 198522, in Book 10 of B.S. & A. on Pages 63, 64 and 65, records of Cassia County, Idaho, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, Section 32, Township 14 S., Range 27, E.B.M. and has a well on the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32.

(2) Mortgage to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated February 11, 1969, executed by Fred A. Meador and Grace L. Meador, his wife, to secure the sum of \$22,000.00, plus advances, according to note of even date, recorded February 11, 1969, as

1 Instrument No. 44863, on Film No. 59, records
2 of Cassia County, Idaho, upon which there is owing
as of May 22, 1973, the principal sum of \$26,200.12,
plus interest in the sum of \$880.96.

3 (3) Mortgage to the United States of America,
4 acting through the Farmers Home Administration,
United States Department of Agriculture, dated
5 March 4, 1970, executed by Fred A. Meador and
Grace L. Meador, his wife, to secure the sum of
6 \$8,130.00, plus advances, according to note of even
date, recorded March 4, 1970, as Instrument No.
7 50097, on Film No. 64, records of Cassia County,
Idaho, upon which there is owing as of May 22, 1973,
8 the principal sum of \$9,541.66, plus interest in
the sum of \$340.62.

9 (4) Mortgage to United States of America, acting
10 through the Farmers Home Administration, United
States Department of Agriculture, dated May 18,
11 1970, executed by Fred A. Meador and Grace L.
Meador, his wife, to secure the sum of \$6,300.00,
12 plus advances, according to note of even date,
recorded May 18, 1970, as Instrument No. 51183, on
13 Film No. 65, records of Cassia County, Idaho, upon
which there is owing as of May 22, 1973, the
14 principal sum of \$7,121.33, plus interest in the
sum of \$178.35.

15 (5) Mortgage to the United States of America,
16 acting through the Farmers Home Administration,
United States Department of Agriculture, dated June
17 28, 1971, executed by Fred A. Meador and Grace L.
Meador, his wife, to secure the sum of \$1,100.00,
18 plus advances, according to note of even date,
recorded June 28, 1971, as Instrument No. 57226,
19 on Film No. 70, records of Cassia County, Idaho,
upon which there is owing as of May 22, 1973, the
20 principal sum of \$1,182.94, plus interest in the
sum of \$24.50.

21 (6) GEOTHERMAL LEASE AND AGREEMENT To Raft River
22 Rural Electric Cooperative, Inc., dated May 16,
1972, executed by Fred A. Meador and Grace L.
23 Meador, husband and wife, recorded July 14, 1972,
as Instrument No. 64056, on Film No. 77, records of
24 Cassia County, Idaho.

25 TOGETHER WITH All and singular the tenements, heredita-
26 ments and appurtenances thereunto belonging or in anywise
27 appertaining, all improvements, water and water rights, appur-
28 tenant thereto or reasonably necessary to the use thereof, the
29 reversion and reversions, remainder and remainders, rents, issues
30 and profits thereof, and all estate, title, and interest in and
31 to the said property as well in law as in equity of the Grantors.
32

Cassia Co. Abs. 46 4
24 May 73 70302
300 In the County of Cassia
Barbara J. May

1 TO HAVE AND TO HOLD All and singular the above-mentioned
2 and described premises, together with appurtenances, unto the
3 Grantees and to the Grantees' heirs and assigns forever; and the
4 said Grantors and the Grantors' heirs and assigns hereby covenant
5 to and with the Grantees, and with the Grantees' heirs and
6 assigns, that the Grantors are lawfully seized in fee simple of
7 said premises; that said premises are free from all encumbrances
8 except as hereinabove provided; and that the Grantors and their
9 heirs and assigns shall and will warrant and by these presents
10 forever defend title to said premises and the quiet and peaceable
11 possession of the Grantees and the Grantees' heirs and assigns
12 thereto against the Grantors and the Grantors' heirs and assigns
13 and against all and every person and persons whomsoever and
14 against all lawful claims and demands whatsoever, except as herein-
15 above provided.

16 IN WITNESS WHEREOF, The Grantors have hereunto set their
17 hands and subscribed their names the day and year in this instru-
18 ment first above written.

19 Fred A. Meador
20 FRED A. MEADOR

21 Grace L. Meador
22 GRACE L. MEADOR

"GRANTORS"

23 STATE OF IDAHO)

24 : ss.
25 County of Cassia)

26 On this 22nd day of May, 1973, before me, the under-
27 signed, a Notary Public in and for said State, personally appeared
28 Fred A. Meador and Grace L. Meador, husband and wife, known to me
29 to be the persons whose names are subscribed to the within and
30 foregoing instrument, and acknowledged to me that they executed the
31 same.

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

30 [Signature]
31 NOTARY PUBLIC FOR IDAHO,
Residing at Burley, Idaho.

(SEAL)

My Commission Expires: 4-4-76