

EVANS, GROVER & BEINS, P.C.

—ATTORNEYS AT LAW—

A Professional Corporation
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Tremonton, UT 84337

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* Also admitted in California.
† Also admitted in Idaho.

November 22, 2006

Via U.S. Mail, First Class NOV 24 2006

Department of Water Resources
Eastern Region

Department of Water Resource
Eastern Region
900 Skyline Dr., Ste. A
Idaho Falls, ID 83402

Re: Protest on Claim Filed by Roger and Maudrena Crummitt

To Whom it May Concern:

I have be retained by Joseph Cimmino, Christina Cimmino, Tony Cimmino, and Sharon Cimmino with regard to a water protest and suit against Roger and Maudrena Crummitt, et al. I am in receipt of a published water claim in the Preston Citizen by Roger and Maudrena Crummitt claiming a diversion and beneficial use of water near my clients' property. My clients hereby file an exception to Roger and Maudrena Crummitt's water claim.

Enclosed herewith please find the following documents that support my clients' exception to this claim:

1. Legal Notice Publication from the Preston Citizen;
2. Permit to Appropriate Water dated November 15, 1999;
3. Assignment of Permit dated November 6, 2001;
4. Letter from Department of Water Resources dated September 15, 2006;
5. Water Permit Report 13-7575 dated September 15, 2006;
6. Flow Measurement of Spring Performed for Roger Crummitt drafted by Steven L. Barfuss, P.E. dated August 9, 2006;

Receipt
#ED32429

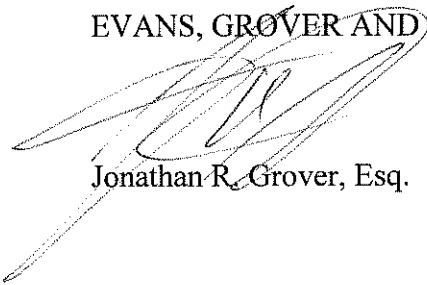
7. Joint Use and Maintenance Agreement For Spring and Conveyance System and Easement date stamped Jun 17, 2003;
8. Affidavit of Termination of Access to Main Spring signed by Albert Jensen dated June 3, 2003; and
9. Affidavit of Rate of Water Flow from Divided Spring signed by DeLyle Barrington dated June 2, 2003.

As you can see from the enclosed documents, my clients have a priority date of September 13, 1999 to this water claim, and there appears to be no or very little additional water that Crummitts can file upon. My clients purchased this property and their spring right from Alfred and Joan Crummitt, who acquired the property from Roger and Maudrena Crummitt. Any rights, Roger and Maudrena Crummitt may have had where sold through the chain of title to my clients, and my clients dispute that any additional permits should be issued on this spring to anyone other than my clients.

If you have any questions or concerns, please contact me at (435) 257-6590. Thank you for your assistance in handling this matter.

Truly yours,

EVANS, GROVER AND BEINS, PC



Jonathan R. Grover, Esq.

JRG/
enclosures

Cc. Joseph and Christina Cimmino
Tony and Sharon Cimmino

for which this sale is the failure to amount due under the promissory Note and trust, in the amounts thereunder as follows: \$787.17 for the 16/01/2006 and all monthly pay charges, and adding after the date of payment. If the Trustee convey title for any successful bidder's exclusive remedy return of monies trustee and the seller shall have no recourse. The sum of obligation secured of trust is the principal balance of plus services fees, costs, and any and all pending by said protect its security interest accrued described by the Note from the date of sale. THE BENEFITS TO SELL OR TRUST PROPERLY TO SATISFY ACTION Dated: FIRST AMERICAN INSURANCE as Successor to the Corps, as HAZEL COLE-ale Officer AS-

238 - Publish 22, 2006.

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21

regarding title, possession, or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by Janet H. Connell, as Grantor(s), to TitleOne Corporation, an Idaho corporation, as successor trustee, and Mortgage Electronic Registration Systems, Inc., solely as nominee for Lender, as Beneficiary, recorded January 20, 2005, as Instrument No. 228742, and assigned to First Horizon Home Loan Corporation by assignment recorded October 28, 2006, as Instrument No. 235574, in the records of Franklin County, Idaho.

THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION (45-1506)(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE OR ARE NOT PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

The default for which this sale is to be made is the failure to pay when due, under Deed of Trust Note, the monthly payments of \$1,379.21, due per month for the month of July 1, 2006 and all subsequent monthly payments of principal, interest, late charges and any miscellaneous fees thereafter. The Principal balance is \$190,781.73, the current interest rate is 6.25% per annum, as of October 6, 2006. All amounts are now due, together with unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, costs and advances made to protect the security associated with this foreclosure and that the beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation.

The annual stockholders meeting of the Farmers Grain Cooperative will be held Friday, Nov. 10, at 10:00 a.m. at the Red Lion Hotel, 1555 Pocatello Creek Road, Pocatello, Idaho. All patrons are invited.

Legal No. 6243 - Publish Nov 8 2006.

WATER CLAIMS

The following claim(s) have been filed based on diversion and beneficial use of water:

13-7687

ROGER CRUMMITT
MAUDRENA CRUMMITT
1924 E 4400 N
PRESTON ID 83263

Points of Diversion: SESENW
S30 T14S R40E, FRANKLIN County

Source: UNNAMED SPRINGS
Tributary To SINKS

Use: STOCKWATER 01/01 To 12/31/04 CFS

Use: DOMESTIC 01/01 To 12/31/04 CFS

TOTAL DIVERSION: 0.08 CFS

Priority Date: 1/23/1892

Place of Use: DOMESTIC and STOCKWATER

T14S R40E S30 SENW

Exceptions to a claim may be filed with the Department of Water Resource, Eastern Region, 900 N Skyline Dr Ste A, Idaho Falls ID 83402 together with an exception fee of \$25.00.

KARL J DREHER
DIRECTOR

Legal No. 6244 - Publish Nov 8 and 15, 2006.

TO Jonathan Grover
from Sharon Cimmino

Preston Citizen 11/8/06
Fax # 435-257-6592

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State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 13-07575

Priority: September 13, 1999

Maximum Diversion Rate:

0.02 CFS

This is to certify, that ALFRED CRUMMITT
JOAN CRUMMITT
1957 E 4400 N
PRESTON ID 83263

has applied for a permit to appropriate water from:
SPRING tributary of SINKS

and a permit is APPROVED for development of water as follows:

BENEFICIAL USE

PERIOD OF USE

RATE OF DIVERSION

DOMESTIC

01/01 to 12/31

0.02 CFS

LOCATION OF POINT(S) OF DIVERSION:

SESENW, Sec. 30, Township 14S, Range 40E
FRANKLIN County

PLACE OF USE: DOMESTIC

TWN RGE SEC

14S 40E 30

SESW

CONDITIONS OF APPROVAL AND REMARKS

1. Proof of application of water to beneficial use shall be submitted on or before November 1, 2000.
2. Subject to all prior water rights.
3. The issuance of this right does not grant any right-of-way or easement across the land of another.
4. Domestic use is for 1 home.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

15th day of November 1999

Karl J. Dreher
Karl J. Dreher, Director

For Office Use Only

\$25 Filing Fee

Receipt#

Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ASSIGNMENT OF PERMIT

I, Al & Joan Crummitt, hereby assign to Joseph Cimmino
of, 27358 Eastvale Rd. Rolling Hills CA 90274 310-377-5797
(Full Address) (Phone)

All my right, title, and interest in and to Permit No. 13-07575 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit No. N/A to appropriate the public waters of the State of Idaho. (Describe portion of the permit assigned listing the number of acres in each 40 acre subdivision, point of diversion location, and the amount of water in cubic feet per second.)

N/A

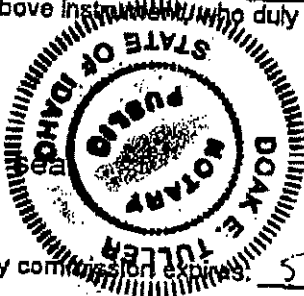
Made this _____ day of November, 19 2001

Alfred E. Crummitt - Joan Crummitt
Permit Holder

State of Idaho

County of Franklin } ss

On this 6 day of Nov, 2001, personally appeared before me the signer(s) of the above instrument who duly acknowledged to me that he (she) (they) executed the same.



Notary Public residing at Prosser ID

My commission expires 5/12/2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

September 15, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

JOSEPH CIMMINO
27358 EASTUALE RD
ROLLING HILLS CA 90274

RE: Assignment of Permit for Water Right Permit 13-7575

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right permit to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

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

Sincerely,

JP Jeff Peppersack, Manager
Water Right Permits Section

JP:ka

Enclosure

cc: EVANS GROVER & BENIS PC

IDAHO DEPARTMENT OF WATER RESOURCES

Water Permit Report 13-7575

WATER RIGHT NUMBER: 13-7575

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOSEPH CIMMINO 27358 EASTUALE RD ROLLING HILLS, CA 90274 (310) 377-5797

Priority Date: 09/13/1999

Basis:

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	SINKS

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.020 CFS	
	<u>Total Diversion:</u>	0.020 CFS	

Location of Point(s) of Diversion

SPRING	SE1/4SE1/4NW1/4	Sec. 30, Twp 14S, Rge 40E, B.M.
FRANKLIN County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
14S	40E	30								X									

Conditions of Approval:

- Domestic use is for 1 home.
- 004 The issuance of this right does not grant any right-of-way or easement across the land of another.

Dates and Other Information:

Permit Proof Due Date: 11/1/2000
 Permit Proof Made Date: 2/25/2000
 Permit Approved Date: 11/15/1999

Flow Measurement of Spring
Performed for Roger Crummitt

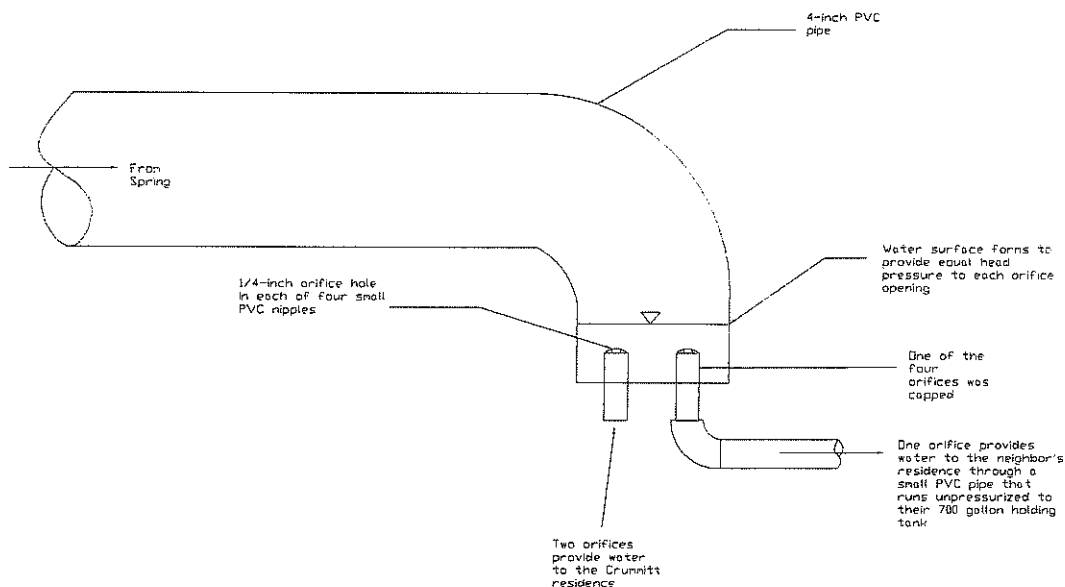
of

Riverdale, Idaho

August 9, 2006

Requested by: Roger Crummitt
1924 E. 4400 N. Preston, Idaho 83263

Spring Description: A 4-inch PVC pipe directs spring water to a small flow splitting device above the Crummitt residence. The flow in the 4-inch pipe is directed to a 4-inch capped elbow (bending in the downward direction). The capped elbow has been specially fitted with four equally spaced (around the interior circumference) small PVC capped nipples, rising above the interior of the elbow base, with each cap having a $\frac{1}{4}$ -inch hole carefully drilled in its center. One of the four nipple caps was sealed off, allowing water to flow through only three of the four $\frac{1}{4}$ -inch holes. This ingenious design provides a constant head of water over the openings of the carefully drilled $\frac{1}{4}$ -inch holes, splitting the flows equally into four parts (when all $\frac{1}{4}$ -inch holes are open).



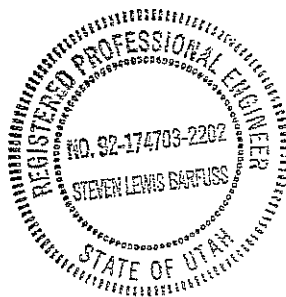
COPY

Flow Measurement: The flow rate was carefully measured in both the 4-inch PVC pipe and in the small PVC pipe going to the neighbor's residence. Mr. Crummitt informed me that the neighbor has a $\frac{1}{4}$ share of the flow entering the flow splitting device and he wanted to ensure that his neighbor was getting an appropriate amount of water.

The flow rate was measured using a standard 5-gallon bucket (nominal) and a stop watch. The bucket was filled to the brim and the time was recorded. The total weight of the bucket full of water was 49.2 lbs. The bucket weight was found to be 2.3 lbs. The water weight alone by subtracting the difference is 46.9 lbs. 46.9 lbs of water was collected in 5 minutes, 11.75 seconds from the 4-inch PVC pipe. 46.9 lbs of water was collected in 16 minutes, 57.4 seconds from the neighbor's allotment. A specific gravity for water of 62.4 lbs/ft³ was assumed.

On August 9, 2006, the total flow rate in the 4-inch PVC pipe entering the flow splitting device was found to be 1.082 gpm. The flow rate diverted to the neighbors residence was found to be 0.33 gpm. The neighbor is receiving 30% of the total flow, which well exceeds his quarter share allotment. Seasonal fluctuations in the spring will not affect the capability of the flow splitting device, although, the magnitude of the flow rates may vary.

Analysis of the flow splitting device and the flow measurement was performed by:
Steven L. Barfuss, P.E. State of Utah #174703-2202



Steven L. Barfuss
Steven L. Barfuss P.E.

222135 1-7

Recorded at the request of
Todd Garbett

— a.m. JUN 17 2003 3:20 p.m.

V. ELLIOTT LARSEN, RECORDER
By Beth K. Rawling Deputy
FRANKLIN COUNTY, IDAHO

Attachment - F.

JOINT USE AND MAINTENANCE AGREEMENT FOR SPRING AND CONVEYANCE SYSTEM AND EASEMENT

THIS AGREEMENT entered into between ROGER K. CRUMMITT and MAUDRENA T. CRUMMITT, husband and wife, (hereinafter "Crummitt") and JOSEPH CIMMINO and CHRISTINA CIMMINO, Trustees of the Cimmino Family Trust dated April 10, 1990, (hereinafter "Cimmino").

WITNESSETH

WHEREAS, Crummitt and Cimmino share the use of a culinary spring located on the property of Crummitt in Section 30, Township 14 South, Range 40 East of the Boise Meridian, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Cimmino is the owner of certain real property adjacent thereto and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, Crummitt has a 75% interest in a culinary spring shared by the parties with Cimmino having a 25% interest in said spring; and

WHEREAS, it is the desire of the parties to continue to use said culinary system for their joint use, and further desire to reach an agreement for the sharing of costs, operation,

maintenance, repairs and any improvements that may be needed in connection with said culinary water system.

NOW, THEREFORE, for and in exchange of the mutual covenants, promises and conditions contained herein and for other good and valuable consideration, the parties agree as follows:

1. Ownership. The parties acknowledge that Crummitt owns a 75% interest in the water from the spring located on the Crummitt's property described in Exhibit "A" with Cimmino owning as 25% interest in the water from said spring.

2. Joint Use. Crummitt shall be entitled to 75% of the water produced from said spring and Cimmino shall be entitled to 25% of the water produced from said spring. Crummitt has caused an engineered measuring devise to be installed on said property to conform to the engineer's drawing attached hereto and incorporated herein by reference as Exhibit "C". This device is designed to allow 75% of the spring water to flow to Crummitt and 25% to flow to Cimmino.

3. Utility and Maintenance Costs.

(a) Any costs associated with the spring and collection system up to and including the measuring device, a diagram of which is attached hereto as Exhibit "C", shall be shared 75% to the Crummitts and 25% to the Cimminos, or as otherwise agreed upon by the parties. This provision only applies to costs incurred after the date of this agreement.

(b) Any costs associated with the maintenance and repair of the parties' respective delivery systems shall be the responsibility of the parties, with the Crummitts

responsible for all the maintenance and repairs of the delivery system from the measuring device to Crummitt's point of use, and the Cimminos responsible for maintenance and repairs to the delivery system from the measuring device to Cimmino's point of use. The parties do not intend to create any new easement by executing this agreement.

(c) Non payment of maintenance and repair costs may result in disconnection from the culinary water until said costs are paid.

4. Additional Connections. No additional connections to the culinary water system may be made without the written consent of Crummitt and Cimmino.

5. Damage to System. If either party damages the culinary water system through that party's own negligence, that party shall be responsible to pay for the repairs to the water system.

6. Assignment. This agreement and the parties and their respective rights contained herein shall be appurtenant to and run with the land of the respective parties and may be freely transferred or assigned in conjunction with the transfer of said land.

7. Legal Action. In the event it becomes necessary for any party to commence legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

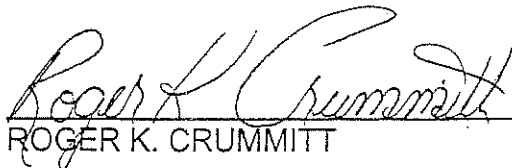
8. Binding Effect. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

9. Recordation. It is contemplated this agreement may be recorded in the Franklin County Recorder's office.

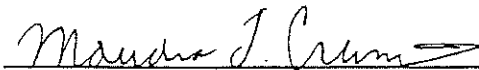
DATED this 7 day of June, 2003.

CRUMMITT

DATED: June 7, 2003


ROGER K. CRUMMITT

DATED: June 7, 2003


MAUDRENA T. CRUMMITT

CIMMINO

DATED: June 10, 2003


JOSEPH CIMMINO, Trustee of the Cimmino
Family Trust

DATED: June 10, 2003


CHRISTINA CIMMINO, Trustee of the Cimmino
Family Trust

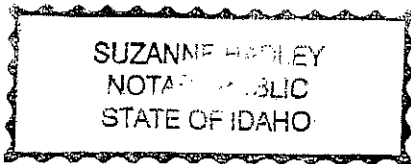


STATE OF IDAHO

County of Franklin

)
) ss.
)

On this 1st day of June, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROGER K. CRUMMITT** and **MAUDRENA T. CRUMMITT**, 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.

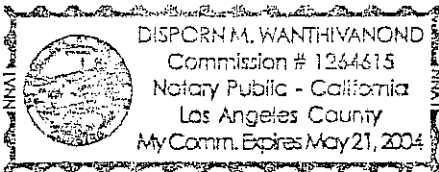


Suzanne Hadley
 NOTARY PUBLIC for State of Idaho
 Residing at: *Susan Lake*
 Comm. Expires: *8-9-03*

STATE OF CaliforniaCounty of Los Angeles

)
) ss.
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On this 10 day of June, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOSEPH CIMMINO** and **CHRISTINA CIMMINO**, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees of the Cimmino Family Trust and acknowledged to me that they executed the same as such Trustees of the Cimmino Family Trust.



Disporn M. Wanthivanond
 NOTARY PUBLIC for State of
 Residing at: *Rolling Hills Estates*
 Comm. Expires: *May 21, 2004*

EXHIBIT "A"

(Crummitt Property)

A certain parcel of land, situate, lying and being in Franklin County, State of Idaho, and more particularly described as follows:

Township 14 South, Range 40 East of the Boise Meridian, Franklin County, Idaho
Section 30:

Commencing at a point 67 rods 9 feet 8 inches East of the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 30 and running thence North 1395 feet, more or less, to the South boundary of a county road to the TRUE POINT OF BEGINNING, thence running Northeasterly along the South boundary of said county road 95 feet; thence South 97 feet; thence Northwesterly 95 feet to a point which is 51 feet South of the TRUE POINT OF BEGINNING; thence North 51 feet to the TRUE POINT OF BEGINNING.

ALSO: Beginning at a point 42 rods 12.5 feet East of the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 30, and running thence North 130 rods, more or less, to a point which is 130 rods North and 41 rods 4 feet 3 inches East of the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 30; thence East 12 rods 15 feet 1 inch; thence South 130 rods, more or less, to a point 12 rods 6 feet 10 inches East of the point of beginning; thence West 12 rods 6 feet 10 inches to the point of beginning.

ALSO, Beginning at a point 55 rods 2 feet 10 inches East of the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 30, and running thence North 130 rods, more or less, to a point which is 130 rods North and 54 rods 2 feet 10 inches East of the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 30; thence East 12 rods 15 feet 1 inch; thence South 130 rods, more or less, to a point 12 rods 6 feet 10 inches East of the point of beginning; thence West 12 rods 6 feet 10 inches to the point of beginning.

EXCEPTING THEREFROM: Beginning at a point 42 rods 12.5 feet East of the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 30, Township 14 South, Range 40 East of the Boise Meridian and running thence North 75 rods 6.5 feet, more or less, to the South boundary of a county road; thence Easterly along the South boundary of the county road 18 rods 8 feet; thence South 6 rods 5 feet; thence East 7 rods 8.5 feet; thence South 75 rods 14.5 feet, more or less, to a point which is 24 rods 13 feet 8 inches East of the point of beginning; thence West 24 rods 13 feet 8 inches to the point of beginning.

TOGETHER WITH ANY RIGHT, TITLE AND INTEREST IN WATER RIGHTS AND MINERAL RIGHTS.

EXHIBIT "B"

(Cimmino Property)

A CERTAIN PARCEL OF LAND, SITUATE, LYING AND BEING IN FRANKLIN COUNTY, STATE OF IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES EAST 1115.16 FEET AND NORTH 0°13'13" WEST, 1430.46 FEET OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, SAID POINT BEING A LARGE WOOD CORNER POST ON THE NORTH R/W LINE OF A COUNTY ROAD AND RUNNING THENCE SOUTH 70°12'07" WEST ALONG SAID NORTH R/W LINE, 26.08 FEET; THENCE NORTH 29°43'40" EAST 28.30 FEET; THENCE NORTH 21°21'17" EAST, 37.84 FEET; THENCE NORTH 10°48'25" EAST, 27.44 FEET; THENCE NORTH 4°07'56" WEST, 15.90 FEET; THENCE NORTH 44°19'51" WEST, 21.10 FEET; THENCE SOUTH 84°57'19" WEST, 64.14 FEET TO A FRUIT TREE; THENCE SOUTH 69°42'02" WEST, 59.78 FEET TO A FENCE LINE; THENCE FOLLOWING SAID FENCE LINE THE FOLLOWING THREE (3) COURSES:

1) NORTH 19°24'46" WEST, 22.65 FEET; 2) SOUTH 69°59'29" WEST, 25.05 FEET; 3) NORTH 39°36'30" WEST, 34.91 FEET; THENCE NORTH 53°58'32" EAST, 44.73 FEET; THENCE NORTH 57°34'18" EAST, 68.57 FEET; THENCE NORTH 45°58'53" EAST, 131.66 FEET TO A FENCE LINE; THENCE SOUTH 8°37'03" EAST ALONG SAID FENCE LINE, 210.04 FEET TO A CORNER POST; THENCE SOUTH 29°43'40" WEST ALONG SAID FENCE LINE, 79.56 FEET TO THE POINT OF BEGINNING, CONTAINING 0.52 ACRES, MORE OR LESS. (1368.02)

Attachment G

Albert Jensen
Jensen Sewer and Drain Cleaning
Dayton, Idaho 83232

June 3, 2003

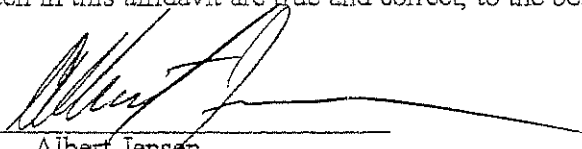
Affidavit of Termination of Access to Main Spring

I, Albert Jensen, do depose and say, that during the week of May 26-31, I have been employed, at the home of the Cimmino Family, in the Riverdale-Preston area, installing a 700 gallon water collection tank, and connecting it to a spring located on the hill belonging to the Roger Crummitt family.

Upon completion of the above-described installation, I did cut off and cap the formerly-attached access pipe that had connected the Cimmino's water supply from the main water line of Roger Crummitt to the Cimmino home, so that the water source for Cimmino's home is now completely separated from and independent of the rest of the Crummitt's sources of water.

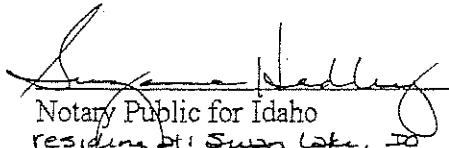
While I was at that location, I did also observe the operation of the seplitting device that separates one of the existing springs into four equal parts, and dedicates 25% of that spring to the Cimmino's water line. I observed that that flow of water was steady and was sending sufficient water to easily fill the 700 gallon water-collecting tank during the course of a day's time.

I do affirm that these statements I have written in this affidavit are true and correct, to the best of my knowledge and understanding.


Albert Jensen

Subscribed and affirmed before me this 4th day of the month of June, in the year two thousand three

SUZANNE HADLEY
NOTARY PUBLIC
STATE OF IDAHO


Notary Public for Idaho
Residing at: Swan Lake, ID
Comm. Exp: 8-7-03

Attachment G 2.

DeLyle Barrington
3666 North 1600 East
Preston, Idaho [83263]

June 2, 2003

Affidavit of Rate of Water Flow From Divided Spring

I, DeLyle Barrington, having been first duly sworn, do depose and say that I have been a neighbor of Roger Crummitt for several years, and am aware of the springs located on his property, on the hill overlooking his home at 1924 East 4400 North, here in the Riverdale-Preston area.

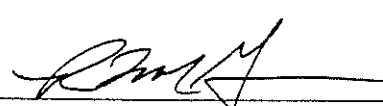
I am aware that he has one specific spring on his property, which he has divided so that the water will flow into four separate and equal parts, and that one of these parts has been specially diverted and dedicated to flow to the home of the Cimmino Family, that lives on that same hill, and below the area of the springs.

I have been made aware of, and I know that before that spring was divided, water flowed from it at the rate of about one gallon per 25 seconds, or about 2.4 gallons per minute, and that from time to time there is a slight fluctuation in that rate of flow.


DeLyle Barrington

Subscribed and sworn before me this 2nd day of June, in the year two thousand three

**R. TODD GARBETT
NOTARY PUBLIC
STATE OF IDAHO**


Notary Public for Idaho
Residing: Preston, ID
Exp: 6/26/06

Attachment G 2.

DeLyle Barrington
3666 North 1600 East
Preston, Idaho [83263]

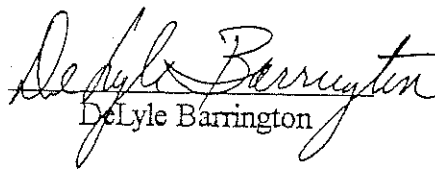
June 2, 2003

Affidavit of Rate of Water Flow From Divided Spring

I, DeLyle Barrington, having been first duly sworn, do depose and say that I have been a neighbor of Roger Crummitt for several years, and am aware of the springs located on his property, on the hill overlooking his home at 1924 East 4400 North, here in the Riverdale-Preston area.

I am aware that he has one specific spring on his property, which he has divided so that the water will flow into four separate and equal parts, and that one of these parts has been specially diverted and dedicated to flow to the home of the Cimmino Family, that lives on that same hill, and below the area of the springs.

I have been made aware of, and I know that before that spring was divided, water flowed from it at the rate of about one gallon per 25 seconds, or about 2.4 gallons per minute, and that from time to time there is a slight fluctuation in that rate of flow.


DeLyle Barrington

Subscribed and sworn before me this 2nd day of June, in the year two thousand three

**R. TODD GARBETT
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