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STATE OF IDAHO

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IDAHO DEPARTMENT OF WATER RESOURCES

MAR 12 1998

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

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FEB 02 1998

Department of Water Resources
Eastern Region

1. Water Right Number(s) 35-10147 - decreed
Adjudication Claim Number(s) _____
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Leslie A Bob Jephson

746 Box 343 Idaho Falls Id 83401

4. New Owner/Claimant(s) D. Brad Reed

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/ORNew Mailing Address 2050 W 81 N.City, State and ZIP Code Idaho Falls ID. 83402New Telephone Number (208) 522 - 1396

5. Date you acquired the property Apr 94
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS .04 Number of homes 1 Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) D. Brad Reed Date 1-30-98

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Date _____

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

500 5408

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190

IDWR Southern Region, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

57 7-8486

88

848344

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED, Leslie A. Jephson and Helen M. Jephson, husband and wife, the Grantor, do hereby grant, bargain, sell and convey unto Brad Reed and Anita Reed, husband and wife, the Grantee, whose current address is 450 So. Bellin Rd., Idaho Falls, ID 83402, the following described real estate situated in Bonneville County, State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporated by reference.

RECEIVED

SUBJECT TO:

MAR 13 2000

- a. Taxes for the year 1993 and subsequent years.
- b. All easements and rights of way of record or those appearing on the land.
- c. All zoning ordinances, building codes, laws, regulations, covenants and reservations of record.

Department of Water Resources

TO HAVE AND TO HOLD the said premises, together with all tenements, hereditaments and appurtenances thereunto belonging unto the said Grantee, and Grantee's successors and assigns forever. Grantor does hereby covenant to and with the said Grantee that Grantor is the owner in fee simple of said premises and that Grantor will warrant and defend the same from all lawful claims whosoever.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED: April 6, 1993

848344

Leslie A. Jephson
Leslie A. Jephson

Helen M. Jephson
Helen M. Jephson

STATE OF IDAHO)
 : ss.
County of Bonneville)

On this 6 day of April, 1993, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Leslie A. Jephson and Helen

93 APR -7 11:35

BONNEVILLE COUNTY

WARRANTY DEED - 1

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NOV 18 2002

EXHIBIT "A"

Beginning at a point that is S89°18'E. along the Section line 1032.61 feet and N0°24'47"E. 764.48 feet from the Southwest Corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N0°24'47"E 304.14 feet; thence N0°24'23"W 1366.35 feet; thence N25°52'22"E 367.12 feet; thence N48°57'11"E 641.25 feet; thence N15°19'40"E 504.72 feet; thence N0°22'28"E 1608.80 feet; thence S89°21'43"E 605.74 feet; thence N54°09'E 567.56 feet; thence South 836.50 feet; thence S51°20'E 377.00 feet; thence S0°42'W 589.00 feet; more or less, to the South line of the Northwest Quarter of the Northeast Quarter of said Section; thence West along the sixteenth line 533 feet; more or less to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 23; thence South along the Quarter line 3277.5 feet, more or less, to the North side of a county road; thence N85°45'W along the North side of said county road 1329 feet; thence N79°22'37"W 126.78 feet; thence S80°01'41"W 152.50 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. Parcel #26-E-1, Parcel #26-E-2, Parcel #26-E-3, deeded to the State of Idaho. Said above parcels being right of way for Interstate Highway Project No. I-15-3 (3) 117 Highway Survey, deeded to the State of Idaho in Book 146 at Page 173 of Deed Records.
- b. Beginning at a point that is East along the Section line, 1032.61 feet and N0°17'12"W 1068.62 feet from the Southwest Corner of said Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N89°42'47"E 150.00 feet; thence S0°17'13"E 276.6 feet, more or less, to the Northerly right-of-way line of a county road; thence Westerly along said Northerly right-of-way line, 153 feet, more or less, to a point that is S0°17'12"E 304.14 feet from the point of beginning; thence N0°17'12"W 304.14 feet to the point of beginning.
- c. Beginning at a point on the Section line S89°29'E 240 feet from the North Quarter Corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; thence South 495.5 feet; thence S51°20'E 377 feet; thence S0°42'W 589 feet; thence West along the sixteenth line, to the East line of Interstate 15; thence North along the East boundary line of Interstate 15 to the North boundary line of Section 23; thence East 240 feet; more or less, to the point of beginning.
- d. Beginning at a point that is East 1892.58 feet along the Section line and N3°37'43" E. 747.48 feet from the Southwest Corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N3°37'43" E. 200.00 feet; thence N86°22'17" W. 200.00 feet; thence S3°37'43" W. 200.00 feet; thence S86°11'17" E. 200.00 feet to the point of beginning.

WARRANTY DEED EXHIBIT "A" - 1**MICROFILMED****NOV 18 2002**

TOGETHER WITH certain easements rights identified in that agreement dated August 26, 1985 and recorded 4-7, 19 93, as Instrument No. 84834 record of Bonneville County, Idaho.

SUBJECT TO:

1. Taxes and assessments for the year 1993 and subsequent years.
2. All easements and rights of way of record or those appearing on the land.
3. All zoning ordinances, building codes, laws and regulations, covenants, reservations of record.

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MAR 13 2000

Department of Water Resources

WARRANTY DEED EXHIBIT "A" - 2

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M. Jephson, 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 in such capacity.

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

(SEAL)

L. A. Ekelson
NOTARY PUBLIC for State of Idaho

Residing at: 2 Falls

My commission expires: 10-25-93

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MAR 13 2000

Department of Water Resources

WARRANTY DEED - 2

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NOV 18 2002

INSTRUMENT NO.	848344
DATE	4-17-93
INST. CODE	7.56
FICHE NO.	8668-01
FEE	12.00
STATE OF IDAHO COUNTY OF BONNEVILLE } ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>Frank Lee</u> Deputy
Request of	

INSTRUMENT NO. 848345
DATE 4-7-93
INST. CODE 676
FICHE NO. 8068-05
FEE 21.00

BONNEVILLE COUNTY CLERK
93 APR -7 PM 3:51

848345

REAL ESTATE MORTGAGE AND
SECURITY AGREEMENT

STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss

I hereby certify that the within
instrument was recorded.

Ronald Longmire, This Mortgage is made the 6th day of April, 1993, between the following persons:

County Recorder

By *Marka Helting* Mortgagee
Request of

David Bradley and Anita Reed, 450 S. Bellin Rd., Idaho Falls, ID 83402.
Mortgagee: Leslie A. and Helen M. Jephson, 9162 N. 5th W., Idaho Falls, ID 83402.

1. CONSIDERATION: This mortgage is given and the Mortgagor does hereby grant, bargain, sell, convey and mortgage to the Mortgagee the property described below to secure the payment of the following obligation:

A promissory note dated of even date herewith in the original principle amount of \$218,000.00 with the final payment due thereunder due on April 6, 2008. In granting this mortgage the Mortgagor does hereby release and waive all rights under any homestead exemption laws of this state or otherwise available.

2. SECURITY PROPERTY

2.1 REAL PROPERTY: The property on which this mortgage is granted, and which property is subject to this mortgage, is described as follows:

See Exhibit "A" attached hereto and incorporated by reference.

There is also included as part of said real property security all buildings, structures, improvements, fixtures, easements, rights of way or use, licenses, tenements, hereditaments and appurtenances now or hereafter belonging to or pertaining to said real property.

2.2 PERSONAL PROPERTY: There is also included as collateral and the Mortgagee is granted lien on and security interest in all irrigation equipment, water, water rights, ditch rights, easements, pumps, panels, motors, sprinklers, pipe lines and other equipment and any wells, reservoirs, dams, and embankments and any fixtures and articles of property now or hereafter attached to the subject real property. This shall also include any additions, replacements, or repairs to any of the previously described property. There is also included as subject to this mortgage all rents, leases and profits now due or which may hereafter become due by virtue of any lease, license, sublease or other agreement. Those items shall be included whether they are pursuant to a written or verbal agreement and shall include all mineral, gas, oil and extraction rights on the subject real property owned or held by the Mortgagor. There shall also be included as part of the security all judgments, awards of damages, settlements and payments or security provided below which are made as a result of or received in consideration of the taking of any of the Security property or any part thereof under the power of eminent domain or in lieu thereof.

All of the previously described Security property the Mortgagee shall have and hold. If the Mortgagor does pay the indebtedness described above according to its terms, or any extension,

MICROFILMED
NOV 18 2002

renewal or modification of that indebtedness, and shall keep and perform all of the covenants contained in this agreement, then the conveyance and this mortgage shall become null and void, otherwise, it shall remain in full force and effect.

3. MORTGAGOR'S COVENANTS: The Mortgagor hereby covenants and agrees to perform or take the following actions:

3.1 The Mortgagor will pay all sums secured by the this mortgage when they are due.

3.2 The Mortgagor covenants that the Mortgagor is the lawful owner and is in good possession of the subject real property and has a valid right to grant this mortgage. The Mortgagor warrants that the Security property is free from all liens and encumbrances and the Mortgagor will defend the title to the subject Security property against the claims of all persons.

3.3 The Mortgagor will keep the Security property insured against fire, or any other peril customarily covered by a standard extended coverage insurance policy. Said property shall be insured in an amount equivalent to the full replacement value thereof. The Mortgagor will also maintain comprehensive general public liability insurance covering the Security property in such amount as the Mortgagee may from time to time reasonably require. All insurance which the Mortgagor is required to maintain shall be provided through a company acceptable to the Mortgagee and shall contain a clause or endorsement under which the Mortgagee, or its assigns, has its interest insured as its interest may appear of record. All such insurance shall also provide that they Mortgagee shall be entitled to 10 days notice from the insurance company prior to any modification or cancellation of such insurance.

3.4 The Mortgagor will pay all valid taxes, assessments, and water charges of any kind levied or assessed against the Security property for any water rights, water shares or water stock which is associated with the Security property. The Mortgagor will also pay any claim, lien or encumbrance against the Security property which may be or become prior to this mortgage and security agreement.

3.5 The Mortgagor will not remove any building or improvement now on the Security property unless the Mortgagee first consents to such removal in writing. The Mortgagor will maintain all improvements in good condition and repair as well as maintain the Security property in good condition and repair. The Mortgagor will comply with all laws, ordinances, regulations and restrictions governing the Security property.

3.6 The Mortgagor will furnish such information concerning the use and operation of the premises as the Mortgagee may reasonably require. The Mortgagor will permit the Mortgagee or its representatives to examine and inspect the collateral at all reasonable times.

3.7 The Mortgagor will not commit or suffer waste of the Security property. The Security property shall be kept free of any other lien, security interest or encumbrance which is not first approved in writing by the Mortgagee. If the mortgaged property is agricultural property the Mortgagor will maintain the same in accordance with proper agricultural practices in the surrounding area and will cultivate, irrigate, fertilize and maintain all crops grown thereon

in accordance with customs for farming in the surrounding area including the control of foul and noxious weeds.

3.8 The Mortgagor will maintain and operate the Security property in compliance with all United States, State of Idaho or other applicable local law, ordinances or regulations. The Mortgagor will immediately advise the Mortgagee in writing of any threatened action to enforce such laws or any notice of violation received by the Mortgagor. The Mortgagor will have the right to join and participate in the defense of any such proceedings if it wishes. Provided however, the Mortgagor shall be solely responsible for and shall indemnify and hold harmless the Mortgagee from any loss or damage arising out of such violations. The Mortgagor agrees to operate such property in compliance with all environmental or hazardous substance type laws established by the United States or the State of Idaho.

3.9 If the Mortgagor fails to pay any claim, lien or encumbrance which is prior to this mortgage, or to pay any taxes, assessments or insurance premiums when they are due or to otherwise keep the subject security property in proper repair or if there is otherwise commenced any action, by any third party, which effects the security of this mortgage, then the Mortgagee shall have the right, but not the obligation, to pay such claim, encumbrance or otherwise settle such matter in any manner it deems necessary. Any costs which the Mortgagee may expend in taking such action shall be deemed to be secured by this mortgage and shall be deemed added to the balance secured hereunder.

3.10 The Mortgagor hereby assigns to the Mortgagee the rents, issues and profits received from the Security property with full power and authority to demand, sue for and collect the same. Provided however, that the right to collect and use such items shall remain in the Mortgagor so long as the Mortgagor is not in default under this instrument.

3.11 The Mortgagor, in any action to foreclose this mortgage, shall be entitled to have a receiver appointed to take charge of the rents and profits from the Security property.

3.12 If there is a default in the payment of any sum secured by this mortgage, or if the Mortgagor shall otherwise be in default of any term of this mortgage, then the Mortgagee shall have the option to declare the entire indebtedness secured by this mortgage to be immediately due and payable in full. In the event such amount is not then immediately paid, then the Mortgagee shall have the right to foreclose this mortgage in the manner provided by law and shall also have all other rights and remedies provided in this mortgage or otherwise granted to Mortgagees under the laws of the State of Idaho.

3.13 Due to the fact that this mortgage also contains a grant of a security interest in, and lien upon all personal property which is on the premises, the Mortgagee shall be also entitled to exercise any remedies available to a secured party under the Uniform Commercial Code established in the State of Idaho and in force at the time of any default.

3.14 The Mortgagee shall have the right to renew the indebtedness secured by this mortgage, or to extend the time for its payment or alter any terms of payment, accept additional security and release any property securing the indebtedness. Any of those actions taken by the Mortgagee shall not relieve or release the liability of any person for payment of the indebtedness

State of Idaho)

: ss.

County of Bonneville)

On this 6. day of April, 1993, before me, a notary public in and for said State, personally appeared David Bradley and Anita Reed, 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.

(SEAL)

L. H. Erickson
NOTARY PUBLIC for State of Idaho
Residing at: Idaho Falls
My commission expires: 10-25-93

EXHIBIT "A"

Beginning at a point that is S89°18'E. along the Section line 1032.61 feet and N0°24'47"E. 764.48 feet from the Southwest Corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N0°24'47"E 304.14 feet; thence N0°24'23"W 1366.35 feet; thence N25°52'22"E 367.12 feet; thence N48°57'11"E 641.25 feet; thence N15°19'40"E 504.72 feet; thence N0°22'28"E 1608.80 feet; thence S89°21'43"E 605.74 feet; thence N54°09'E 567.56 feet; thence South 836.50 feet; thence S51°20'E 377.00 feet; thence S0°42'W 589.00 feet; more or less, to the South line of the Northwest Quarter of the Northeast Quarter of said Section; thence West along the sixteenth line 533 feet; more or less to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 23; thence South along the Quarter line 3277.5 feet, more or less, to the North side of a county road; thence N85°45'W along the North side of said county road 1329 feet; thence N79°22'37"W 126.78 feet; thence S80°01'41"W 152.50 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. Parcel #26-E-1, Parcel #26-E-2, Parcel #26-E-3, deeded to the State of Idaho. Said above parcels being right of way for Interstate Highway Project No. I-15-3 (3) 117 Highway Survey, deeded to the State of Idaho in Book 146 at Page 173 of Deed Records.
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- d. Beginning at a point that is East 1892.58 feet along the Section line and N3°37'43" E. 747.48 feet from the Southwest Corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N3°37'43" E. 200.00 feet; thence N86°22'17" W. 200.00 feet; thence S3°37'43" W. 200.00 feet; thence S86°11'17" E. 200.00 feet to the point of beginning.

TOGETHER WITH certain easements rights identified in that agreement dated August 26, 1985 and recorded 4-7, 1993, as Instrument No. 848342, record of Bonneville County, Idaho.

REAL ESTATE MORTGAGE EXHIBIT "A" - 2

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SURVEYOR'S CERTIFICATE

I, GARTH CUNNINGHAM, a Land Surveyor licensed by the State of Idaho, hereby certify that the tract of land shown hereon was surveyed under my supervision and staked as shown hereon.


Garth Cunningham
DEC 1983

LEGAL DESCRIPTION

Beginning at a point that is S.89°18'E. along the section line 1032.61 feet and N.0°24'47"E. 764.48 feet from the Southwest corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N.0°24'47"E. 304.14 feet; thence N.0°24'23"W. 1366.35 feet; thence N.25°52'22"E. 367.12 feet; thence N.48°57'11"E. 641.25 feet; thence N.15°19'40"E. 504.72 feet; thence N.0°22'28"E. 1608.80 feet; thence S.89°21'43"E. 605.74 feet; thence N.54°09'E. 567.56 feet; thence South 836.50 feet; thence S.51°20'E. 377.00 feet; thence S.0°42'W. 589.00 feet more or less to the South line of the Northwest quarter of the Northeast quarter of said section; thence West along the sixteenth line 533 feet more or less, to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 23; thence South along the quarter line 3277.5 feet more or less, to the North side of a county road; thence N.85°45'W. along the North side of said county road, 1329 feet; thence N.79°22'37"W. 126.78 feet; thence S.80°01'41"W. 152.50 feet to the point of beginning; containing 140.4 acres more or less.

SUBJECT TO ALL EXCEPTIONS OF RECORD.

• Denotes Iron Rods

RECORD OF SURVEY

FOR

LEE SHELTON

A PORTION OF SECTIONS 23 &
T.3N. R.37E. BM., BONNEVILLE
COUNTY, IDAHO

SCALE: 1"=400

DATE: DEC 1983

DR. L. E.

ENGINEERS
SURVEYORS

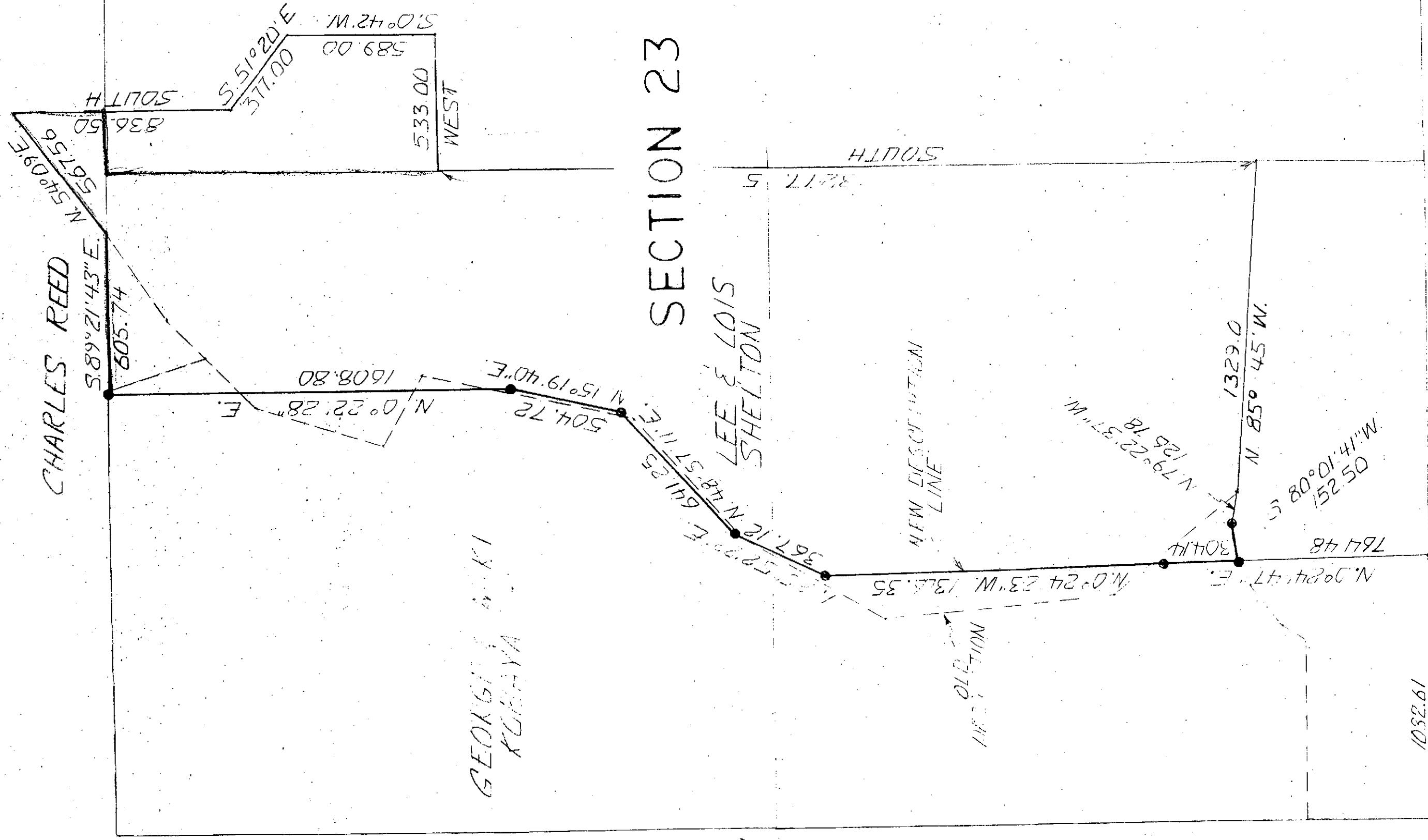
ELLSWORTH ENGINEERING, INC.
CONSULTING ENGINEERS
RD. BOX 2336

JOB

244

SOUTHEAST CORNER
SECTION 23
T.3N. R.37E. BM.
(B.L.M. BRASS CAP)

CHARLES REED



1032.61

5286.42

S. 89° 18' E.
(BASIS OF BEARING)

SOUTHWEST CORNER
SECTION 23
T.3N. R.37E. B.M.
(RAILROAD SPIKE)

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

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 35-10147

1997 OCT 31 AM 9:55

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME & ADDRESS: LESLIE A BOB JEPHSON
RT 6 BOX 343
IDAHO FALLS ID 83401

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/01/1978

POINT OF DIVERSION: T03N R37E S23 SESW Within BONNEVILLE County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 2 HOMES	01-01 12-31	0.04 CFS
	HUMIDIFIER		

PLACE OF USE: DOMESTIC Within BONNEVILLE County
T03N R37E S23 SESW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED: OCT 31 1997



DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED: OCT 31 1997



DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 35-10147

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State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 15, 2002

D BRAD REED
2050 W 81 N
IDAHO FALLS ID 83402

RE: Change of Ownership for Water Right 35-10147

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right 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,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

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MEMORANDUM

To: File 35-10147

From: Sharla

Date: November 15, 2002

Re: Use of Water

The partial decree document says "Domestic 2 homes". This notation is not found in the claim record nor the water right record that was updated from the AJ Recommendation/decreed record. The new right holder and the assessor's office both confirm that only 1 residence is attached to this property.

Taxlot information from GIS confirms the parcel number and location that matches the legal description of the right. The ownership change should be processed as filed.

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