

150468

(IDAHO)

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That UTAH MORTGAGE LOAN CORPORATION, for and in consideration of the sum of TWO HUNDRED SEVENTY SIX THOUSAND AND NO/100--- Dollars has sold, assigned, transferred and set over to THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut Corporation, Hartford Connecticut a certain mortgage executed by William O. Russell and Marolyn C. Russell, husband and wife on the 21st day of April 1969 and recorded on the 12th day of May 1969 in Book 146963 of 146963 of the records of Bingham County, State of Idaho. Together with the note described therein, secured by said Mortgage, and all sums and amounts due or hereafter to become due on the same, with full power to said assignee to use all legal and lawful means for the recovery of the same, as fully and to all intents and purposes the same as might be done by the assignor thereof.

IN WITNESS WHEREOF said UTAH MORTGAGE LOAN CORPORATION has caused this instrument to be signed by its Vice President this 7th day of October, A. D. 1969.

In Presence of

UTAH MORTGAGE LOAN CORPORATION

Ed M. BrownBy Ed M. Brown
Vice President

STATE OF Utah }
County of Cache } ss.

On this 7th day of October in the year 1969
before me Shirley C. Raugh a Notary Public
personally appeared Eugene A. Anderson

known to me to be the
Vice President of the corporation that executed the above
instrument, and acknowledged to me that such corporation executed the same.

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

My commission expires May 10, 1971
Residence of Notary Public: Logan, Utah.

Shirley C. Raugh
Notary Public

150468

35-4008

NOTICE OF CLAIM
TO A WATER RIGHT
No. 35-4008

Notice is hereby given that G. T. Newcomb, Box 246, Ketchum, Idaho, has filed a claim to a water right established by diversion and application to beneficial use of 18.40 cubic feet per second of water from a groundwater source with point of diversion in the NE1/4 NW1/4 and NW1/4 SE1/4, Sec. 32, T. 1N, R. 35E, B.M., Bingham County; the water is claimed to be used from March 1 to November 30 for irrigation purposes with a priority of February 13, 1959, and March 8, 1961; the place of use is within Lots 3 and 4, Sec. 4, T. 1S, R. 35E, B.M. and in the NE1/4, E1/2 SE1/4, Sec. 31; N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4, Sec. 32, T. 1 N, R. 35 E, B.M.

Any exception to this claim of water right may be filed with the Department of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer
Pub.: Dec. 4 and 11
(2233)

Bill submitted

12-22-69 ds

RECEIVED
DEC 18 1969
Department of Reclamation

AFFIDAVIT of PUBLICATION

County of Bingham
State of Idaho

} ss.

I, Drury R. Brown

do solemnly

swear that I am the publisher of The Blackfoot News which is a daily newspaper of general circulation published each day except Saturday and Sunday at Blackfoot, Bingham County, Idaho, said newspaper having been so published at Blackfoot aforesaid for more than one year past; that said newspaper heretofore complied with all the provisions of Chapter 154 of the Sessions Laws of Idaho of 1933, approved March 11, 1933, and duly designated, pursuant to law, a particular day of the week as the day on which legal notices required by law or by the order of any Court of competent jurisdiction within the State of Idaho shall be published to-wit: Friday of each week; that the notice attached hereto and which is a part of this affidavit and part of the proof of publication was, published in said

Friday issue of said newspaper 2 consecutive

weeks, the first publication having been made on the 4th day of December, 1969,

and the last publication having been made on the

11th day of December, 1969; that said notice was published in the regular and entire issue of every number of the paper as aforesaid during the period and time of publication, and that notice was published in the newspaper and not in a supplement.

Drury R. Brown

Subscribed and sworn to before me this 11th

day of December, 1969

Ray Dayton

Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho

My commission expires
June 1, 1969 XX

November 10, 1972

35-4008

146963

UTAH MORTGAGE LOAN CORPORATION

The Connecticut Mutual

LIFE INSURANCE COMPANY

Established in 1846

Wm McK Syron
 Hartford, Connecticut
 Logan, Utah

MORTGAGE DEED

This Indenture, made this 21st day of April, 1969, between

WILLIAM O. RUSSELL and MAROLYN C. RUSSELL,
husband and wife
Wm McK Syron
 hereinafter called the Mortgagor, whether one or more than one, and ~~The Connecticut Mutual Life Insurance Company~~, a corporation organized and existing under the laws of the State of Connecticut, and having its Home Office and principal place of business in the City of ~~Hartford~~ ^{Logan}, State of ~~Connecticut~~ ^{Utah}, hereinafter called the Mortgagee.

Witnesseth That:

The Mortgagor, for and in consideration of the sum of TWO HUNDRED SEVENTY SIX THOUSAND AND NO/100 Dollars (\$276,000.00), in lawful money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, forever, the following described property situated in the County of Bingham, in the State of Idaho, to-wit:

TRACT A:

Township 1-South, Range 35 E. B. M., Bingham County, Idaho
Section 4: Lots 3 and 4

Township 1 North, Range 35 E. B. M., Bingham County, Idaho

Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$
Section 32: SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$

TRACT B:

Township 1 North, Range 35 E. B. M., Bingham County, Idaho

Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 28: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$ Section 33: NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING beginning at a point on the W $\frac{1}{2}$ corner of said Section 33, and running thence N. 0°2' W. 2469.5 feet; thence N. 89°58' E. 29 feet to a point which is the true point of beginning, thence N. 0°02' W. 150 feet, thence N. 89°58' E. 100 feet, thence S. 0°02' E. 150 feet, thence S. 89°58' W. 100 feet to the point of beginning.Section 34: NW $\frac{1}{4}$ SW $\frac{1}{4}$

Conveying with the above described land any and all water rights belonging or in anywise appertaining thereto and especially including, but not limited to the following:

All subterranean water developed under authority of Permits numbered G-32227, G-23093 and G-23092, issued by the State Engineer of the State of Idaho in connection with the three wells located upon the above described land.

Together with all right, title and interest in and to the following described pumps, motors and main lines; improvements and replacements thereof.

System #1-

1--250 H.P. Deep well Layne Bowler Turbine Pump, Serial #26241, with 260' 10" x 2 1/2" x 1 15/16" Column and Shaft, 6 stage 14" bowls, 5' suction pipe with screen.

1--G.E. 250 H.P. motor #SSJ708012

1--250 H.P. 440 Bolt Electric Panel.

620' of 12" x 30' joints of Aluminum mainline with valves.

2100' of 10" x 30' joints of aluminum mainline with valves.

1840' of 8" x 30' joints of aluminum mainline with valves.

1960' of 6" x 30' joints of aluminum mainline with valves.

16--1300' 4" aluminum laterals complete with sprinklers and all fittings.

2--12" gate valves.

System #2-

1--300 H.P. Deep well Wintroath Turbine Pump, serial #9888, with 280' 10" x 3" x 1 15/16" column and shaft, 6 stage 14" bowls with 5' suction pipe and strainer.

1--G.E. 300 H.P. motor #RVJ421005.

1--300 H.P. 440 volt electric panel.

1320' of 12" x 30' joints of aluminum mainline with valves.

1200' of 10" x 30' joints of aluminum mainline with valves.

1840' of 8" x 30' joints of aluminum mainline with valves.

1960' of 6" x 30' joints of aluminum mainline with valves.

16--1300' 4" aluminum laterals with sprinklers and all fittings.

2--12" gate valves.

System #3-

1--400 H.P. Deep well Layne Memphis Turbine pump, #44110, with 300' of 12" x 3" x 1 15/16" column and shaft, 6 stage 14" bowls, 5' suction pipe and strainer.

1--400 H.P. Westinghouse motor, #19-64

1--400 H.P. 440 volt Electric panel.

1--200 H.P. Booster pump, Western, #11985, close coupled turbine.

1--200 H.P. U.S. Motor, #708063.

2--12" gate valves.

1815' of 12" steel wrapped mainline with valves.

1320' of 10" steel wrapped mainline with valves.

2670' of 8" steel wrapped mainline with valves.

600' of 6" steel wrapped mainline with valves.

3960' 8" x 30' joints of aluminum mainline with valves.

3810' 6" x 30' joints of aluminum mainline with valves.

20--1300' 4" aluminum laterals with sprinklers and all fittings.

Together with all and singular the buildings, structures, fences, pipes, pipe lines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in said property, and any and all water and water rights, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof: To have and To Hold unto the Mortgagee, its successors or assigns, forever.

The condition of this conveyance is such that:

This Mortgage is given to secure the payment of a promissory note bearing even date herewith in the principal sum of TWO HUNDRED SEVENTY SIX THOUSAND AND NO/100 ----- Dollars, executed by the Mortgagor and payable to the Mortgagee at its Home Office in instalments, the last of which shall be due and payable on May 1, 2000, with interest on said principal sum and on all unpaid balances thereof, all as provided in said note;

And Whereas, the Mortgagor has covenanted and agreed, and does hereby covenant and agree to and with the Mortgagee as follows:

That he has a valid and unencumbered title in fee simple to said property and all improvements thereon and has the right to convey the same; that he will not suffer or permit said property to become subject to any lien or encumbrance that shall have precedence of this Mortgage; that he will render such further assurance of said title as may be requested by the Mortgagee; that he will warrant and defend said title unto the Mortgagee against the claims and demands of all persons whomsoever; and that he will pay all of said sums of money specified in said note, promptly as they become due and all taxes, assessments and other charges that may be levied or assessed on said property and all taxes that may be levied or assessed upon this Mortgage or to the holder of said note on account thereof, when and as the same shall become due and payable;

That he will keep the buildings and other improvements now or hereafter located upon said property constantly insured against loss or damage by fire and windstorm and against such other hazard or hazards as may reasonably be required from time to time by the Mortgagee, in a company or companies approved by the Mortgagee, and cause all policies of insurance to be so written that the loss, if any, covered by said policies, shall be paid to the Mortgagee, or its assigns, as their interests may appear, and deposit with the Mortgagee all of said policies, and that the Mortgagee may, at its option, renew or procure all required insurance upon said property, in any sum not exceeding the insurable value thereof, and the Mortgagor agrees to pay all premiums therefor;

That he will keep the buildings upon said lands continuously occupied and used, and will not permit the same to become vacant during the continuance of this Mortgage; that he will keep all improvements on the property in good repair;

Now, therefore, if the Mortgagor shall pay all and every sum of money specified in said note, and shall in all other respects fully carry out and comply with the covenants herein set forth and enumerated, this conveyance shall be void. But if the Mortgagor shall fail to pay any of said sums of money as specified, or any insurance premiums as hereinabove set forth, or any taxes, assessments or other charges of any nature whatsoever, due or to become due upon the property hereby conveyed or upon any of the water rights hereby mortgaged, or in any other respect shall fail to comply with any of the covenants and agreements herein or in said note set forth, then, as often as such failure of payment or breach of covenant shall occur, the Mortgagee may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest accrued thereupon paid by the Mortgagee under any agreement contained in this Mortgage, to be at once due and payable, and the Mortgagee may at any time after such failure of payment or breach of covenant, as aforesaid, proceed to foreclose this Mortgage and to compel payment to be made of the full amount due and payable.

The Mortgagor hereby further expressly agrees that if he shall fail to pay any taxes, assessments, insurance premiums or other charges payable by him as hereinbefore agreed, as and when the same shall become due and payable, or suffer said property to become subject to any lien or encumbrance having precedence to this Mortgage, as hereinbefore provided against, the Mortgagee may, at its option, make payment thereof and the amounts so paid, with interest thereon at the rate of 7% per annum, shall be added to and become a part of the debt secured by this Mortgage, without waiver, however, of any rights of the Mortgagee arising from the breach of any of said covenants.

In the event suit is instituted to foreclose this Mortgage, the Mortgagee may recover therein as attorney fees such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by the Code of Civil Procedure of the State of Idaho, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.

The Mortgagor agrees that in the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates, covenants and agrees that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of the property hereby conveyed are hereby assigned to the Mortgagee as additional security for the payment of the indebtedness hereby secured. The Mortgagee shall have the right to collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note hereby secured. In case of any such default, the Mortgagee is hereby granted the unconditional right and power, at its option, at any time while such default remains outstanding, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the indebtedness hereby secured. The Mortgagee shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits, and shall not be responsible for failure to exercise the rights hereby granted. Failure of the Mortgagee to exercise such rights after the happening of a default shall not be construed as a waiver of such rights in the event of a subsequent default.

The Mortgagor hereby further agrees, upon request by the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness hereby secured, any and all leases of the mortgaged property, or any part thereof, hereafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to any such assignment.

The Mortgagor hereby further mortgages, assigns and transfers to the Mortgagee all of his right, title and interest in and under the following described leases, permits and allotments, to-wit:

together with all renewals thereof and together with all buildings, structures, fences, windmills, pumps, pumping equipment, pipes, pipe lines, wells, tanks, dams, reservoirs and other improvements of every nature and description, now or hereafter located on the lands covered by said leases, permits or allotments, or any part thereof, and all water and water rights located thereon or appurtenant thereto. The Mortgagor covenants that he is the lawful owner and holder of said leases, permits and allotments and that the same are free from encumbrance and have not been assigned; that he will procure renewals thereof upon or prior to the expiration date thereof and execute any instrument deemed by the Mortgagee necessary to effect an assignment or waiver of such renewals to the Mortgagee; that he will pay all rents and other charges and perform all acts and things necessary to preserve and keep in good standing all of said leases and permits and any renewals thereof; that he will take no action which would adversely affect any of his rights or his preference status thereunder and that in the event of the foreclosure of this Mortgage, he will waive all claims for preference in any such rights upon demand from the purchaser of the mortgaged property at foreclosure sale or any successor to such purchaser; that the lands covered by said leases, permits and allotments and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged and that neither shall be transferred to any other person separately from the other; and that, in case of the failure of the Mortgagor to pay all rents and other charges payable under the terms of any of said leases, permits or allotments, the Mortgagee may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of 7% per annum, shall be a part of the principal debt, and shall be secured by this Mortgage and a lien on the fee owned property hereby mortgaged.

The Mortgagor further covenants and agrees that in the event title in fee simple to any of the lands covered by the aforesaid leases, permits or allotments shall hereafter be acquired by the Mortgagor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extent as though such lands had originally been included herein as part of the fee owned lands hereby mortgaged, and, further that all of the terms, covenants, conditions, and stipulations of this Mortgage applicable to the fee owned lands hereby mortgaged, shall extend and be applicable to any such lands hereafter so acquired.

It is mutually understood and agreed that all words used in the singular number in this Mortgage shall be deemed to include the plural and the masculine gender shall include the feminine and/or neuter, as the context may require. It is further understood and agreed that all of the provisions hereof shall extend to and be binding upon the Mortgagor and the heirs, devisees, personal representatives, successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee, and its successors or assigns.

In Testimony Whereof, The Mortgagors have hereunto set their hands and seals this 21st day of April, 1969.

Executed in the presence of:

William O. Russell (SEAL)
x Carolyn C. Russell (SEAL)
By William O. Russell (SEAL)
for att. only info. (SEAL)

STATE OF *Texas*
Idaho

COUNTY OF *Harris* } ss.

On this *23rd* day of *April*, 19*69*,
before me, *Dorothy J. Campbell*, a Notary Public in and
for the County of *Harris*, State of Idaho, personally appeared

William O. Russell

the signer... of the above instrument, known to me to be the person... whose name... are subscribed to the within instru-
ment, and acknowledged to me that *he* executed the same.

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

My Commission Expires:

June 1, 1969

Residence of Notary Public:

6515 Killersight

Dorothy J. Campbell

Notary Public in and for the County of

Harris, State of *Texas*

STATE OF Idaho

COUNTY OF } ss.

On this... day of..., 19...
before me... a Notary Public in and
for the County of..., State of Idaho, personally
appeared... and...
husband and wife, the signers of the above instrument, known to me to be the persons whose names are subscribed to
the within instrument, and acknowledged to me that they executed the same.

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

My Commission Expires:

Notary Public in and for the County of

State of Idaho.

Residence of Notary Public:

STATE OF TEXAS)
(ss.
COUNTY OF HARRIS)

On this 23rd day of April, 1969, before me, Dorothy J. Campbell, a Notary Public, in and for the County of Harris, State of Texas, personally appeared William O. Russell, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in Fact of Marolyn C. Russell, and acknowledged to me that he executed the same as such Attorney in Fact of Marolyn C. Russell.

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



My Commission Expires:

June 1, 1969

Residence of Notary Public:

6515 Hillway

Dorothy J. Campbell
Notary Public in and for the County
of Harris, State of Texas

35-4008

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (last name first, and mailing address): RUSSELL, William O. and Marelyn C. Russell, husband and wife, 6723 Bertner Avenue Houston, Texas 77025	2. Secured Party(ies) and address(es): UTAH MORTGAGE LOAN CORPORATION P.O. Box 488 Logan, Utah 84321	3. Maturity date (if any): 04493
5. This Financing Statement covers the following types (or items) of property: (Use this space for Real Property legal description and name of record owner, if required.) Pumps, motors, main line and water rights in connection with wells located on land in Bingham County, Idaho, more fully described on the attachment hereinafter and a part of Statement		4. FOR FILING OFFICER ONLY (Date, time, place, and filing officer) BINGHAM COUNTY CLERK GRADE 101-101-1010000 146964 MAY 12 AM 11 10 CITIZEN RECORDS & CO. FEE \$60.00 BINGHAM TITLE & TRUST CO.

CHECK ☒ IF COVERED ☐ Proceeds of collateral are also covered ☐ Products of collateral are also covered

Filed with: ☒ Secretary of State ☒ County Recorder of Bingham County

☐ The collateral described herein is brought into this state already subject to a security interest in another jurisdiction.

☐ The collateral described herein is proceeds of the original collateral described above in which a security interest was perfected.

BY: William O. Russell
Marelyn C. Russell
Signature(s) of Debtor(s)

BY: William O. Russell
Marelyn C. Russell
Signature(s) of Secured Party(ies)

1-FILING OFFICER-ALPHABETICAL

UTAH MORTGAGE LOAN CORPORATION
BY: William O. Russell
Signature(s) of Secured Party(ies)

FORM APPROVED BY PETE T. CONARRUSA, SECRETARY OF STA

Section 4: Lots 3 and 4

Township 1 North, Range 35 E. B

Section 31: E1/2, NE1/4

Section 32: SW1, W1/2, NE1/4

TRACT E:

Township 1 North, Range 35 E. B

Section 27: S1/2, SW1/4

Section 28: S1/2, S1/4

Section 33: NE1/4, NW1/4, E1/2
of said Section 31
thence N. 69°58' 1
of beginning, then
100 feet, thence
feet to the point

Section 34: NW1/4

Conveying with the above de
or in anywise appertaining there
the following:

All subterranean water deve
G-32227, G-23093 and G-23092, is
Idaho in connection with the thr
land.

Together with all right, ti
described pumps, motors and main

System #1-

1--250 H.P. Deep well layne
260' 10" x 2 1/2" x 1 15/16
suction pipe with screen

1--G.E. 250 H.P. motor #85J

1--250 H.P. 440 Bolt Electr

620' of 12" x 30' joints of
2100' of 10" x 30' joints o
1640' of 6" x 30' joints of
1960' of 6" x 30' joints of

16--1300' 4" aluminum later

2-12" gate valves.

System #2-

1--300 H.P. Deep well Wintn
10" x 3" x 1 15/16" colu
suction pipe and stainer

1--G.E. 300 H.P. motor #RVJ

1--300 H.P. 440 volt electr

1320' of 12" x 30' joints o
1200' of 10" x 30' joints of

TRACT A:
Township 1 South, Range 35 E. B. M., Bingham County, Idaho
Section 4: Lots 3 and 4

Township 1 North, Range 35 E. B. M., Bingham County, Idaho
Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$
Section 32: SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$

TRACT B:
Township 1 North, Range 35 E. B. M., Bingham County, Idaho
Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 28: S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$

Section 33: NE $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{2}$ NW $\frac{1}{4}$, EXCEPTING beginning at a point on the W $\frac{1}{2}$ corner of said Section 33, and running thence N. 0°2' W. 2469.5 feet; thence N. 89°58' E. 25 feet to a point which is the true point of beginning, thence N. 0°02' W. 150 feet, thence N. 69°58' E. 100 feet, thence S. 0°02' E. 150 feet, thence S. 89°58' W. 100 feet to the point of beginning.

Section 34: NW $\frac{1}{2}$ NW $\frac{1}{4}$

Conveying with the above described land any and all water rights belonging or in anywise appertaining thereto and especially including, but not limited to the following:

All subterranean water developed under authority of Permits numbered G-32227, G-23093 and G-23092, issued by the State Engineer of the State of Idaho in connection with the three wells located upon the above described land.

Together with all right, title and interest in and to the following described pumps, motors and main lines; improvements and replacements thereof.

System #1-

1--250 H.P. Deep well Layne Bowler Turbine Pump, Serial #26241, with 260' 10" x 2 $\frac{1}{2}$ " x 1 15/16" Column and Shaft, 6 stage 14" bowls, 5' suction pipe with screen.

1--G.E. 250 H.P. motor #86J508012

1--250 H.P. 440 Bolt Electric Panel.

620' of 12" x 30' joints of Aluminum mainline with valves.

2100' of 10" x 30' joints of aluminum mainline with valves.

1840' of 8" x 30' joints of aluminum mainline with valves.

1960' of 6" x 30' joints of aluminum mainline with valves.

16--1300' 4" aluminum laterals complete with sprinklers and all fittings.

2--12" gate valves.

System #2-

1--300 H.P. Deep well Wintroath Turbine Pump, serial #9888, with 260' 10" x 3" x 1 15/16" column and shaft, 6 stage 14" bowls with 5' suction pipe and stainer.

1--G.E. 300 H.P. motor #RVJ421005.

1--300 H.P. 440 volt electric panel.

1320' of 12" x 30' joints of aluminum mainline with valves.

1200' of 10" x 30' joints of aluminum mainline with valves.

1640' of 5" x 30' joint
1960' of 6" x 30' joint

16--1300' 4" aluminum

2--12" gate valves.

System #3-

1--400 H.P. Deep well
300' of 12" x 3" joint
5' suction pipe and

1--400 H.P. Westinghouse

1--400 H.P. 440 volt

1--200 H.P. Booster

1--200 H.P. U.S. Motor

2--12" gate valves.

1615' of 12" steel well

1320' of 10" steel well

2670' of 8" steel well

600' of 6" steel well

3960' 8" x 30' joint

3810' 6" x 30' joint

20--1300' 4" aluminum

work
me R.
by well
headout

work
me R.
by well

04493
OFFICIAL RECORD BOOK
FEE 1.00 DEPUTY
RECORDED
MAY 12 AM 11 10
OFFICIAL RECORD BOOK
FEE 1.00 DEPUTY
RECORDED
MAY 12 AM 11 10
OFFICIAL RECORD BOOK
FEE 1.00 DEPUTY
RECORDED
MAY 12 AM 11 10

RECORDED
CORPORATION
P. & Sec-Treas
OFFICE OF RECORD
T. CENARUSA, SECRETARY OF ST.

35-4008

1840' of 8" x 30' joints of aluminum mainline with valves.
 1960' of 6" x 30' joints of aluminum mainline with valves.
 16--1300' 4" aluminum laterals with sprinklers and all fittings.
 2--12" gate valves.

System #3-

1--400 H.P. Deep well Layne Memphis Turbine pump, #44110, with
 300' of 12" x 3" x 1 15/16" column and shaft, 6 stage 14" bowls,
 5' suction pipe and strainer..

1--400 H.P. Westinghouse motor, #19-64

1--400 H.P. 440 volt Electric panel.

1--200 H.P. Booster pump, Western, #11985, close coupled turbine.

1--200 H.P. U.S. Motor, #706063.

2--12" gate valves.

1815' of 12" steel wrapped mainline with valves.
 1320' of 10" steel wrapped mainline with valves
 2670' of 8" steel wrapped mainline with valves.
 600' of 6" steel wrapped mainline with valves.
 3960' 8" x 30' joints of aluminum mainline with valves.
 3810' 6" x 30' joints of aluminum mainline with valves.
 20--1300' 4" aluminum laterals with sprinklers and all fittings.

nt on the W₂ corner
 2' W. 2409.5 feet;
 is the true point
 thence N. 89°58' E.
 S. 89°58' W. 100

water rights belonging
 ag, but not limited to

Permits numbered
 r of the State of
 above described

o the following
 replacements thereof.

dal #26241, with
 14" bowls, 5'

*work
 me
 by work
 head*

*work
 me
 by work*

valves.
 valves.
 valves.
 valves.

lers and all fittings.

l #9888, with 260'
 " bowls with 5'

valves.
 valves.

This STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional sheets presented:	3. Maturity date (if any): 05750
1. Debtor(s) (last name first, and mailing address(es)) RUSSELL, William C. and Marolyn C. Russell, husband and wife, 6723 Bertner Avenue Houston, Texas 77025	2. Secured Party(ies) and address(es): UTAH MORTGAGE LOAN CORPORATION P.O. Box 488 Logan, Utah 84321	4. FOR FILING OFFICER ONLY (Date, time, number and filing office): 150469 63 Nov 4 PM 2 00	
5. This Statement refers to original Financing Statement No. 04493, Instrument No. 146964 Filed with Bingham County Date filed May 12 19 69		OFF FILE loc CH file RECEIVED	
☐ CONTINUATION. The original financing statement between the foregoing Debtor and Secured party, bearing file number shown above, is still effective. (\$1.00) ☐ TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above. (\$1.00) ☒ ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above to the property described below has been assigned to the assignee whose name and address appears below. (\$1.00) ☐ AMENDMENT. Financing Statement bearing file number shown above is amended as set forth below. (\$1.00) ☐ RELEASE. Secured Party releases the collateral described below from the financing statement bearing file number shown above. (\$1.00)			
		Assignee(s) of secured party(ies) and address(es): THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY 140 Garden Street Hartford, Connecticut 06115	
		UTAH MORTGAGE LOAN CORPORATION	
BY: _____ Signature(s) of Debtor(s) (Required only on some amendments)		BY: <i>Ray Tolson</i> Asst. Secretary Signature(s) of Secured Party(ies) or Assignee of Record	
1-FILING OFFICER-ALPHABETICAL		Idaho Form UCC-3 FORM APPROVED BY PETE T. CENARRIGA, SECRETARY OF STATE	

35-4008

NOTICE OF CLAIM
TO A WATER RIGHT
No. 35-4008

Notice is hereby given that G. T. Newcomb, Box 246, Ketchum, Idaho, has filed a claim to a water right established by diversion and application to beneficial use of 18.40 cubic feet per second of water from a groundwater source with point of diversion in the NE1/4 NW1/4 and NW1/4 SE1/4, Sec. 32, T. 1N, R. 35E, B.M., Bingham County; the water is claimed to be used from March 1 to November 30 for irrigation purposes with a priority of February 13, 1959, and March 8, 1961; the place of use is within Lots 3 and 4, Sec. 4, T. 1S, R. 35E, B.M. and in the NE1/4, E1/2 SE1/4, Sec. 31; N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4, Sec. 32, T. 1 N, R. 35 E, B.M.

Any exception to this claim of water right may be filed with the Department of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer
Pub.: Dec. 4 and 11
(2233)

35-4008

150468

(IDAHO)

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That UTAH MORTGAGE LOAN CORPORATION, for and in consideration of the sum of TWO HUNDRED SEVENTY SIX THOUSAND AND NO/100--- Dollars has sold, assigned, transferred and set over to THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut Corporation, Hartford Connecticut a certain mortgage executed by William O. Russell and Marolyn C. Russell, husband and wife on the 21st day of April 1969 and recorded on the 12th day of May 1969 in Book 166963 of the records of Bingham County, State of Idaho. Together with the note described therein, secured by said Mortgage, and all sums and amounts due or hereafter to become due on the same, with full power to said assignee to use all legal and lawful means for the recovery of the same, as fully and to all intents and purposes the same as might be done by the assignor thereof.

IN WITNESS WHEREOF said UTAH MORTGAGE LOAN CORPORATION has caused this instrument to be signed by its Vice President this 21st day of October, A. D. 1969.

In Presence of

UTAH MORTGAGE LOAN CORPORATION

By Eugene A. Anderson
Vice President

STATE OF Utah
County of Cache ss.

On this 21st day of October in the year 1969
before me Shirley C. Raugh a Notary Public
personally appeared Eugene A. Anderson

known to me to be the

Vice President of the corporation that executed the above instrument, and acknowledged to me that such corporation executed the same.

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

My commission expires May 10, 1971
Residence of Notary Public: Logan, Utah.

Form No. 13A
5000-1-48

150468

35-4008

Identification No. 35-4008

Claim No. _____

Map No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
CLAIM TO A WATER RIGHT
Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant G. T. Newcomb
post office address Box 246, Ketchum, Idaho 83340
are (1) NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and (2) NW $\frac{1}{4}$ of SE $\frac{1}{4}$
2. The point of diversion ~~x~~ in _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ Section 32 Township 1 North
Range 35 E. B.M. located on subterranean flow by well
(name of source)
tributary to _____ in Bingham County.

3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.

a. Date of priority claimed:

Water License No. <u>G-23092</u>	<u>9-25-1952</u>	amount: <u>1.92</u>	c.f.s. or _____	acre feet
<u>September 25, 1952</u>	<u>2-13-1959 (Well #1)</u>	amount: <u>9.60</u>	c.f.s. or _____	acre feet
<u>See permits G-23092 &</u>	<u>3-8-1961 (Well #2)</u>	amount: <u>6.88</u>	c.f.s. or _____	acre feet
<u>G-23093)</u>		Total claimed <u>18.40</u>	c.f.s. or _____	acre feet.

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

use Irrigation period of use from March 1 to November 30 (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).

4. Description of diverting works:

a. Surface water diversion dam and/or headgate: material is composed of _____
_____; length is _____ feet; height is _____ feet;
width at bottom is _____ feet; width at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

b. Underground water diverting works are 2 pumps
Well No. (1) 341' 18" turbine (1) 16" bowls-12" column
Well No. (2) 315' 18" (2) 14" bowls-10" column
feet; diameter of well is 18" inches; type of pump is _____
capacity of pump ~~x~~ 3000 g.p.m.; name and address of well driller is Cal. Hiddleston,
Rupert, Idaho

* Water level Well #1: 261' Pump set: #1 - 280'
 Well #2: 222' #2 - 248'

35-4008

- Please explain any changes or increase in size of conveying system since water was first appropriated, giving date and dimensions if possible. Land is sprinkler irrigated by steel pipe
mainline system and 16½ mile aluminum laterals on Well #1-North well;
and 14½ mile aluminum laterals on Well #2-South well. Well #1: 16
laterals. Well #2: 14 laterals.

- if feeder canal is used give maximum carrying capacity_____c.f.s.; if reservoir is off stream, describe location of reservoir by 40-acre subdivisions_____

has there been any enlargement of the reservoir since it was first built_____, if so, give dates and describe_____

- [illegible]

Explain any significant increase in area irrigated since first use, give dates and acreages if known _____
Land has been cleared and rocks have been covered

b. Do you get water through a ditch owned by several users? NO If yes, give the name of the ditch _____ The other users and their respective interests in the ditch are (if known) _____

6. Where water is used for stock watering, give number of each kind of stock watered _____

7. Where water is used for domestic or municipal purposes give number of families served _____ name of town supplied _____

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use, and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible, giving dates and quantities _____

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
Water was first used as stated in Permits Nos. G-23092, G-23093 and G-26362. See Dept. of Reclamation letter to Audrey Newcomb dated July 31, 1961 re. Permit No. G-23093. Attached hereto is copy of Idaho Power Company letter dated October 13, 1969. South pump therein is Well #2 herein and North pump therein is Well #1 herein. Note date of power connection and statement of use thereafter.
Enclosed are copies of reports from Bureau of Land Management showing Desert Entry Proofs for this land.
Land has been continuously farmed each farm year since installation of wells and sprinkler systems.
The South Well #2 irrigates everything South of the center line of Sections 32, 31 and Lots 3 & 4 - 440 acres, and the North Well #1 irrigates the North 480 acres of the tract.

BE IT KNOWN that the undersigned hereby makes claim to a water right as described above together with all attached information and certifies that all statements are true and accurate to the best of his knowledge.

October 17, 1969 By: G. T. NEWCOMB
(Date) (Signature of Claimant)

State of Idaho }
County of Bingham } ss.

On this 17th day of October 1969, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he ~~has~~ executed the same. for G. T. Newcomb.

Ruby Nielsen
Notary Public residing at Shelley, Idaho

My commission expires 1-2-73

For Department Use Only

Received by <u>ej</u>	Date <u>10-20-69</u>	Exception filed by:	Forwarded to claimant by:	Date
Prelim. check by <u>Delia</u>	Date <u>11-25-69</u>			
Fee received by <u>ej</u>	Date <u>11-25-69</u> Fee \$ <u>10.00</u>			
Approved for publication by _____				
Published in <u>Blackfoot News</u>	Dates <u>12-4-11-69</u>			

35-4008

INSTRUCTIONS

Your claim should set forth all necessary information to describe your claimed right. Failure to give enough information may make your claim of little value. Some of the items in the form may not apply to your situation. Please use additional sheets if space provided is not sufficient to fully answer the questions.

Paragraph No.

1. Give full name and post office address of person or company making the claim.
2. Describe the point of diversion by 40-acre subdivision. Give the name of the source, the drainage to which it is tributary if surface water, and the county in which the point of diversion is located. If there is more than one point of diversion, list others in the remarks section.
3. Give the priority dates and the quantities of water that you claim. You should accurately list the dates that you initiated each new use of the water. List separately the dates and amounts of water involved in each enlargement of the diversion. (Example: if you diverted 0.8 c.f.s. of water for irrigation on May 18, 1871, for the first time for use on 40 acres of land, and then later you enlarged the diversion by diverting an additional 0.4 c.f.s. of water to irrigate an additional 20 acres of land on June 1, 1901, your right should be described as follows:

Date of priority claimed:	<u>May 18, 1871</u>	amount:	<u>0.8 c.f.s. or</u>	<u> </u>	acre feet
	<u>June 1, 1901</u>	amount:	<u>0.4 c.f.s. or</u>	<u> </u>	acre feet
		Total claimed:	<u>1.2 c.f.s. or</u>	<u> </u>	acre feet

Since the water was used for irrigation between April 1 and October 31 on that particular farm, part b. would be completed as follows:

use irrigation period of use from April 1 to October 31 (both dates inclusive). If the water had been used for any other purpose, you would have described the priority date, amount, use, and period of use in a similar manner.

4. Describe the diversion works and explain any changes since the right was first initiated.
5. If the water is used for irrigation, give the total acreage and list the lands irrigated by 40-acre subdivisions and complete the other questions.
- 6, 7, & 8. Describe any other uses of water.
9. In the remarks section, give any information or details that you feel are not fully covered or that need clarifying. You might explain your operation, where the water is returned to if for an industrial or non-consumptive right, the condition and temperature of the returned water, and any other information to help explain your claim.

You may wish to include as a part of your claim, affidavits of witnesses who are familiar with your right and who have a personal knowledge of the circumstances which you have described in your claim. You may submit maps, drawings, certified copies of posted notices which may have been filed in the county courthouse, water measurement records, or any other document which you feel will support your claim.

Your claim will be advertised in a county newspaper for two weeks. Exceptions to your claim which dispute the water right that you have described may be received by the Department of Reclamation and you will be provided a copy of such exceptions.

The fee for filing this claim with the Department of Reclamation, Room 107, Statehouse, Boise, Idaho 83701, is \$10.00.

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

Blackfoot, Idaho
October 13, 1969

Department of Reclamation

RECEIVED OCT 14

Mike Ferrin
% Bingham Title & Trust Co.
156 West Judicial
Blackfoot, Idaho 83221

Dear Mr. Ferrin:

The connect dates on the irrigation pumps we were discussing last Friday are as follows:

R-32-1 South Pump*****on 3-8-61
R 32-2 North Pump*****on 2-13-59

Both pumps have been used every year since they were connected.

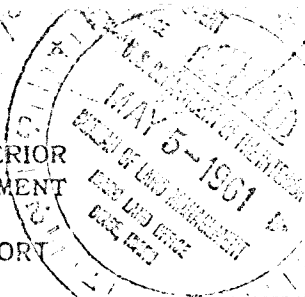
Sincerely yours,


Art Jensen

35-4008

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LAND EXAMINATION REPORT



State Idaho
Land Office Boise
Serial Number I-03361

Applicant or area <u>Audrey Newcomb</u>	Name of examiner <u>Curtis R. Taylor</u>
Subject <u>Compliance: Desert Entry Final Proof</u>	Date of examination <u>April 21, 1961</u>
Date of application, etc. <u>November 21, 1960</u>	Date of report <u>May 1, 1961</u>

Lands involved: Bingham County Idaho Falls District

T. 1 N., R. 35 E., B.M.

Section 31: NE $\frac{1}{4}$

Section 32: N $\frac{1}{2}$ N $\frac{1}{2}$

320 acres

All of the tillable land on the entry has been initially broken from sagebrush. There is no evidence on the ground that any portion of the NE $\frac{1}{4}$ of Section 31 has been cropped as is shown in the final proof papers.

All of the cultivation on the land of this entry appears to be a field located in the N $\frac{1}{2}$ N $\frac{1}{2}$ of Section 32. Water for the irrigation of this crop apparently was obtained from a well located about one-half mile to the south.

The entryman has recently completed a well at the location shown on the final proof papers. This well is currently equipped with a diesel motor, but there is also electric power available and it appears that it will be operated during the 1961 season by electric energy.

It is concluded that there is adequate compliance as to the cultivation, Classification/ and the water supply. As to the irrigation distribution system, there is none of it in place but there are lengths of the mainline and lateral pipe lying on the ground.

Issuance of patent is recommended.

Curtis R. Taylor
Curtis R. Taylor
Land Examiner
Date 5-2-61

5-5-61 Curtis R. Taylor Assistant
(Date) (Signature) Lands & Minerals Officer (Title)

Note: Since recommendations and concurrences are "for administrative use only," they should be set forth on a separate sheet so identified.

35-4008

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DESERT LAND ENTRY FINAL PROOF

(Act of March 3, 1877 (19 Stat. 377; 43 U.S.C. 321-323), as Amended)

FORM APPROVED
BUDGET BUREAU NO. 42-R1293

Land Office

Idaho

Serial Number

03361

1. Name	Address
AUDREY NEWCOMB	818-10th St., Rupert, Idaho

2. Citizenship: Native Born ☒ Naturalized ☐ Legal Residence Rupert, Idaho

3. Description of Land in Entry:

N $\frac{1}{2}$ N $\frac{1}{2}$, Section 32;
NE $\frac{1}{4}$, Section 31
T 1 N - R 35 E., B.M., Idaho

RECEIVED
BUREAU OF LAND
MANAGEMENT
NOV 21 2 47 PM 1960
P.O. BOX 2237
MOISE, IDAHO
STATE OFFICE

4. WATER SUPPLY

(a) Source: A drilled well in NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 32, T 1 N - R 35 E., B.M., Idaho, drilled to a depth of 340', water stands at 260' and pumps from this level. It is an 18" hole.

(b) Volume: 210" Miner's inches.

(c) Method of Acquisition: Water permit #G-23093 from the Department of Reclamation.

(d) Method of Maintenance: At the present time, I have this equipped with 240 hp diesel motor and it is tested out at 210 Miner's inches. I expect we will get power in the next year. The well has been tested out to produce 3000 gpm and I expect to put a bigger horsepower motor on it when the power comes in next spring but right now the motor in place here will produce in excess of 210 Miner's inches and it costs me approximately \$12/acre to pump with this diesel motor.

5. IMPROVEMENTS

a. Year	b. Type of Improvements Constructed	c. Cost of Improvements
1956	First clearing and breaking of 90 acres	\$ 315.00
	Surveying for irrigation	340.00
1957	Proportionate share of test well	950.00
1959	First clearing and breaking of 150 acres	1,500.00
	Seed bed preparation on 40 acres	600.00
	Sprinkler system installed	4,000.00
1960	Seed bed preparation of 90 acres	700.00
	Sprinkler system	16,000.00
	Well drilling @ \$13/ft.- 340'	4,420.00
	Installation of pump & motor	12,400.00
	Total	\$ 41,225.00

6. AGRICULTURAL CROPS (EXCLUDING HAY) PLANTED AND IRRIGATED ON THE LAND

a. Year	b. Kind of Crop	c. Number of Acres	d. Average Yield Per Acre
1959	Potatoes	40	250 sacks/acre.
1960	Potatoes	40	200 sacks/acre.
Also pre-irrigated 90 acres in addition to the above 40 that was farmed. The seed bed is prepared and all ready for 1961 planting.			

35-4008

a. Year	b. Number of Acres	c. Tons Per Acre	d. Value of Crop (dollars)
	None		

8. Reasons why hay, rather than a cultivated crop, was produced:

None

9. Irrigation and Cultivation (See next page for information required)

10. Non-Irrigable Lands: As I have shown on the map, there are some lava reefs and on the west side there is quite a lava flow that is rough and can't be farmed; otherwise, it can all be farmed as I have shown on the map. Non-irrigable land totals about 95 acres.

11. Reasons for delay in proof:

None

12. I HEREBY CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

11/7/60

(Date)

Audrey Newcomb
(Signature)

I HEREBY CERTIFY that the foregoing statement was read to or by affiant in my presence; that affiant is to me personally known (or has been satisfactorily identified before me) and that said statement was duly subscribed and sworn to before me, at my office, in

Boise

(Town)

Ada County, Idaho

(County and State)

within the Idaho land district, this 7 day of November, 1960

Walter W. McConnell

Notary Public for the State of Idaho

35-4008

9. IRRIGATION AND CULTIVATION

(a) Legal Subdivision	(b) Total Acres Irrigable	(c) Total Acres Nonirrigable	(d) Total Acres Irrigated	(e) Acres Iri- gable from Ditches	(f) Acres Iri- gable by Sprinkler System	(g) Dates of Irrigation	(h) Duration of Distribution	(i) Quantity of Water Per Acre	(j) Acres Tilled		(k) Ditches	
									Irrigable	Nonirrigable	Number	Carrying Capacity
TLN-R35E., B.M., Section 32												
NE $\frac{1}{4}$ NE $\frac{1}{4}$	25	15	-	-	25	5/1-9/10	1 week	5/8" depending upon crop raised.	25	-		Main line from well running east and west. 1320' of 10", 3300-8" and balance 6" line. *
NW $\frac{1}{4}$ NE $\frac{1}{4}$,	40	-	40	-	40	"	"	"	40	-		"
NE $\frac{1}{4}$ NW $\frac{1}{4}$	30	10	30	-	30	"	"	"	30	-		"
NW $\frac{1}{4}$ NW $\frac{1}{4}$	30	10	30	-	30	"	"	"	30	-		"
Section 31												
NE $\frac{1}{4}$ NE $\frac{1}{4}$	40	-	-	-	40	"	"	"	40	-		"
NW $\frac{1}{4}$ NE $\frac{1}{4}$	15	25	-	-	15	"	"	"	15	-		"
SW $\frac{1}{4}$ NE $\frac{1}{4}$	15	25	-	-	15	"	"	"	15	-		"
SE $\frac{1}{4}$ NE $\frac{1}{4}$	30	10	30	-	30	"	"	"	30	-		"
* There are eight portable aluminum laterals taking off of the main line at 60' intervals and the nozzles come off the laterals at 40' intervals and each nozzle is supposed to produce 5 $\frac{1}{2}$ gpm under pressure at the end of the line which is maintained at about 35 lbs. (This system is capable of distributing the whole 210" although I don't need it at all times).												
Total of 225 acres has been cleared and broken but actual irrigation and seed bed preparation is only on 130 acres.												

RECEIVED
BUREAU OF LAND
MANAGEMENT

FORM APPROVED	
BUDGET BUREAU NO. 42-R1349	
Land Office	
Idaho	
Serial Number	03361

11/7/60
(Date)

Joseph McQuain
(Signature of witness)

Boise
(Town)

Ada County, Idaho
(County and State)

Notary Public for the State of Idaho

(Official designation of Officer)

GPO 864413

35.2/008

6. AGRICULTURAL CROPS (EXCLUDING HAY) PLANTED AND IRRIGATED ON THE LAND

a. Year	b. Kind of Crop	c. Number of Acres	d. Average Yield Per Acre
1959	potatoes	240 ac.	250 sacks/ac.

35-400P

35-4008

RECEIVED
BUREAU OF LAND
MANAGEMENT

Form 4-373a
(October 1958)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
P.O. BOX 2237
BOISE, IDAHO
STATE OFFICE
DESERT LAND FINAL PROOF
AFFIDAVIT OF WITNESS

FORM APPROVED
BUDGET BUREAU NO. 42-R1349

Land Office

Idaho

Serial Number

03361

I am 52 years of age and am acquainted with Audrey Newcomb, who
(Name of entryman)
resides at Rupert, Idaho, 818-10th St.;
have known him for 10 years; have personal knowledge of the land described in his entry; and have
no interest, direct or indirect, in his entry or in the land covered thereby, or in the water supply used in
its irrigation.

11/7/60
(Date)

MR Reynolds
(Signature of witness)

I HEREBY CERTIFY that the foregoing statement was read to or by affiant in my presence; that affiant
is to me personally known (or has been satisfactorily identified before me) and that said statement was
duly subscribed and sworn to before me, at my office, in

Boise
(Town)

Ada County, Idaho
(County and State)

within the Idaho land district, this 7 day of November, 19 60

Harley L. L. L. L.
Notary Public for the State of Idaho

My Commission expires 10/11/63

(Official designation of Officer)

35-4008

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

State Idaho

Land Office Boise

Serial Number I-03357

LAND EXAMINATION REPORT
MAY 7 8 47 AM 1960

Applicant or area Jessie M. Shillington	Name of examiner Curtis R. Taylor
Subject Compliance: DLE Final Proof	Date of examination March 25, 1960
Date of application, etc. Jan. 20, 1960	Date of report

Lands involved: Bingham County Idaho Falls District

T. 1 N., R. 35 E.
Sec. 32: N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$

320 acres

Lands of this application has been developed in conjunction with land of DLE I-07206 which covers bordering land to the south and west. The irrigation well is located on land of I-07206; in the extreme northwest corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32.

A portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ has not been broken. About 25 acres are quite rocky and undulating. There has been no breaking on the S $\frac{1}{2}$ NW $\frac{1}{4}$. Most of the balance of the land of this entry has been broken, irrigated and cropped.

With a total of about 440 acres of irrigable land in the two entries, and a reported yield of 350 inches of water, it is concluded that there is ample developed water to serve all of the irrigable land under a sprinkler system.

The well appeared to be properly equipped with pump and motor. The mainline and lateral pipe was on the land. There was good compliance with the cultivation requirements.

/Classification: Issuance of patent is recommended.

Curtis R. Taylor
Curtis R. Taylor
Land Examiner 4-5-60

RECEIVED (for file) (unrec.) rept. from LO 4-6-60

4-5-60 Michael T. Solan Lands & Minerals Officer
(Date) (Signature) (Title)

Note: Since recommendations and concurrences are "for administrative use only," they should be set forth on a separate sheet so identified.

35-400P

7.

HAY PRODUCED ON THE LAND AS A RESULT OF IRRIGATION

a. Year	b. Number of Acres	c. Tons Per Acre	d. Value of Crop (dollars)
	No hay		

8. Reasons why hay, rather than a cultivated crop, was produced:

No hay

9. Irrigation and Cultivation (See next page for information required)

10. Non-Irrigable Lands:

No non-irrigable lands

11. Reasons for delay in proof:

no delay

12. I HEREBY CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

January 4, 1960

(Date)

Jessie M. Shillington

(Signature)

I HEREBY CERTIFY that the foregoing statement was read to or by the affiant in my presence and separately and apart from the other affiants; that affiant is to me personally known (or has been satisfactorily identified before me) and that said statement was duly subscribed and sworn to before me, at my office, in

Boise

(Town)

Ada County, Idaho

(County and State)

within the Idaho land district, this 4th day of January, 1960

Harley M. McDowell

Harley M. McDowell

Notary Public

(Official designation of Officer)

35-4008

9. IRRIGATION AND CULTIVATION

(a) Legal Subdivision	(b) Total Acres Irrigable	(c) Total Acres Nonirrigable	(d) Total Acres Irrigated	(e) Acres Irrigable from Ditches	(f) Acres Irrigable by Sprinkler System	(g) Dates of Irrigation	(h) Duration of Distribution	(i) Quantity of Water Per Acre	(j) Acres Tilled		(k) Ditches	
									Irrigable	Nonirrigable	Number	Carrying Capacity
Sec. 32 SE 1/4 NE 1/4	40	none	none	none	40	6/1 to 9/1	7 days	1/2 to 5/8 adequate but have 3/4 available	40	none	sprinkler system *	
SW 1/4 NE 1/4	40	"	40	"	40	"	"	ditto	40	"	"	"
SE 1/4 NW 1/4	40	"	40	"	40	"	"	"	40	"	"	"
SW 1/4 NW 1/4	40	"	none	"	40	"	"	"	40	"	"	"
NW 1/4 SW 1/4	40	"	40	"	40	"	"	"	40	"	"	"
NE 1/4 SW 1/4	40	"	40	"	40	"	"	"	40	"	"	2
NW 1/4 SE 1/4	40	"	40	"	40	"	"	"	40	"	"	"
NE 1/4 SE 1/4	40	"	40	"	40	"	"	"	40	"	"	"
* 21 laterals, 4" alum. portable heads, laterals varied from 1200' length to 1600', 5-3/4 Gpm at intervals of 40'.												

95-400

Form 4-373a
(October 1958)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DESERT LAND FINAL PROOF

AFFIDAVIT OF WITNESS

FORM APPROVED
BUDGET BUREAU NO. 42-R1349

Land Office

Idaho

Serial Number

03357

I am 30 years of age and am acquainted with Jessie M. Shillington, who
(Name of entryman)
resides at 715 6th St., Rupert, Idaho;
her
have known ~~her~~ for 4 years; have personal knowledge of the land described in his entry; and have
no interest, direct or indirect, in his entry or in the land covered thereby, or in the water supply used in
its irrigation.

January 4, 1960
(Date)

Robert Shillington
(Signature of witness)

PO BOX 2237
BOISE, IDAHO
LAND OFFICE

JAN 20 2 45 PM '60

RECEIVED
BUREAU OF LAND
MANAGEMENT

I HEREBY CERTIFY that the foregoing statement was read to or by affiant in my presence; that affiant
is to me personally known (or has been satisfactorily identified before me) and that said statement was
duly subscribed and sworn to before me, at my office, in

Boise

(Town)

Ada County, Idaho

(County and State)

within the Idaho land district, this 4th day of January, 1960

Harley M. McDowell

Harley M. McDowell

Notary Public

(Official designation of Officer)

35-4008

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DESERT LAND FINAL PROOF

AFFIDAVIT OF WITNESS

FORM APPROVED
BUDGET BUREAU NO. 42-R1349

Land Office

Idaho

Serial Number

03357

I am 37 years of age and am acquainted with Jessie M. Shillington, who
(Name of entryman)
resides at 715 6th St., Rupert, Idaho;
her
have known ~~him~~ for 7 years; have personal knowledge of the land described in his entry; and have
no interest, direct or indirect, in his entry or in the land covered thereby, or in the water supply used in
its irrigation.

January 4, 1960
(Date)

Robert J. Hamilton
(Signature of witness)

RECEIVED
BUREAU OF LAND
MANAGEMENT
JAN 20 2 45 PM 1960
P.O. BOX 2237
BOISE, IDAHO
LAND OFFICE

I HEREBY CERTIFY that the foregoing statement was read to or by affiant in my presence; that affiant
is to me personally known (or has been satisfactorily identified before me) and that said statement was
duly subscribed and sworn to before me, at my office, in

Boise

(Town)

Ada County, Idaho

(County and State)

within the Idaho land district, this 4th day of January, 19 60

Harley M. McDowell
Harley M. McDowell

Notary Public

(Official designation of Officer)

**NOTICE OF CLAIM
TO A WATER RIGHT**
No. 35-4008

Notice is hereby given that G. T. Newcomb, Box 246, Ketchum, Idaho, has filed a claim to a water right established by diversion and application to beneficial use of 18.40 cubic feet per second of water from a groundwater source with point of diversion in the NE1/4 NW1/4 and NW1/4 SE1/4, Sec. 32, T. 1N, R. 35E, B.M., Bingham County; the water is claimed to be used from March 1 to November 30 for irrigation purposes with a priority of February 1, 1959, and March 8, 1961; the place of use is within Lots 3 and 4, Sec. 4, T. 1S, R. 35E, B.M. and in the NE1/4, E1/2 SE1/4, Sec. 31; N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4, Sec. 32, T. 1 N, R. 35 E, B.M.

Any exception to this claim of water right may be filed with the Department of Reclamation.

T. B. KERR HINGENSON
State Reclamation Engineer
Pub.: Dec. 11
(2233)

AFFIDAVIT of PUBLICATION

County of Bingham
State of Idaho

} ss.

I, Drury R. Brown do solemnly

swear that I am the publisher of The Blackfoot News which is a daily newspaper of general circulation published each day except Saturday and Sunday at Blackfoot, Bingham County, Idaho, said newspaper having been so published at Blackfoot aforesaid for more than one year past; that said newspaper heretofore complied with all the provisions of Chapter 154 of the Sessions Laws of Idaho of 1933, approved March 11, 1933, and duly designated, pursuant to law, a particular day of the week as the day on which legal notices required by law or by the order of any Court of competent jurisdiction within the State of Idaho shall be published to-wit: Friday of each week; that the notice attached hereto and which is a part of this affidavit and part of the proof of publication was, published in said

Friday issue of said newspaper 2 consecutive weeks, the first publication having been made on the 4th day of December, 1969,

and the last publication having been made on the 11th day of December, 1969; that said notice was published in the regular and entire issue of every number of the paper as aforesaid during the period and time of publication, and that notice was published in the newspaper and not in a supplement.

Subscribed and sworn to before me this 11th day of December, 1969.

Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho
My commission expires
June 11, 1969

November 10, 1972

File submitted

12-22-69

35-4008



Gen Cost

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
450 W. State Street
Boise, ID 83720
(208) 334-4440

Date **January 26, 1982**

Name **Mr. Curt E. Thomsen**
Address **Holden, Kidwell, Hahn & Crapo**
P. O. Box 129
Idaho Falls, ID 83403

No. of Copies	Material	Cost
~~8~~	~~IBM copies #35-4008/4030/2260~~	~~\$ 2.00~~
~~5~~	~~Microfilm copies of well logs~~	~~2.50~~
TOTAL		\$ <u>4.50</u>

Please find enclosed the form(s) and/or information you requested. The charge, if any, is indicated above.

If we may be of further assistance, please contact us.

Sincerely,

Roberta Garrett
Records Supervisor

PD
2-8-82
#21749

January 26, 1982

Mr. Curt R. Thomsen
Holden, Kidwell, Hahn & Crapo
P. O. Box 129
Idaho Falls, ID 83403

Dear Mr. Thomsen:

As requested in your letter of January 15, I have researched our records for water rights appurtenant to the following lands:

T. 1 N., R. 35 E.

Sec. 31: E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$
32: SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$
4: Lots 3, 4

Enclosed are copies of License No. 35-2260 and Claim Nos. 35-4008 and 35-4030 appurtenant to the above described lands.

I only located one well log in our records which shows a well drilled in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T. 1 N., R. 35 E. identified as one of the points of diversion for Claim 35-4008. However, I have included for your information two additional well logs for wells drilled within a 40-acre tract described as a place of use within Section 32, same township and range.

I hope this information will be of value to you. If you have any questions or need additional assistance, please feel free to contact me. Attached is a billing for the copies.

Sincerely,

Roberta Garrett
Records Supervisor

Enclosures

STAT

DEPARTMENT OF WATER ADMINISTRATION

Statehouse
Boise, Idaho
(208) 384-2111



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

August 17, 1991

Re: Permit No. 35-2763
Permit No. 35-2260 ✓
Claim No. 35-4008

The Bingham Title & Trust Company
Mr. Michael K. Ferrin
Blackfoot, Idaho 83221

Dear Mr. Ferrin:

The following is a summary of the above numbered permits and claim:

Claim No. 35-4008 - This claim has been filed and processed and no exceptions have been filed against said claim. A mortgage deed has been submitted showing that any vested right in the property is controlled by Utah Mortgage Loan Corporation. The original mortgage deed apparently is held by your company. The copy we have can not be reproduced clearly enough to certify. We have been informed by Mr. R. Kay Poulsen that Utah Mortgage Loan Company has further conveyed their interest under this deed to Connecticut Mutual Life Insurance Company. The copy of the assignment of mortgage is on file but can not be reproduced clearly.

Permit No. G-23092/35-2260 - We are enclosing a certified copy of the Water License issued on this permit. No transfers have been recorded in this office that would modify this license. We are not able to record changes of ownership as indicated in previous correspondence. We feel that whoever holds the mortgage on the real property will control any appurtenant water rights.

Permit No. G-32257/35-2763 - We are enclosing a certified copy of the assignment of this permit. This permit is in good standing and the department has a field examination pending. This examination must be made prior to licensing of the permit. We have not set a definite date for this examination. The results of this examination will be forwarded to Connecticut Mutual Life Insurance Company and to Utah Mortgage Loan Corporation.

If we can be of further assistance, please feel free to contact us.

Very truly yours,

Dorian Clay
Appropriation Examiner

DC:kh

cc. Utah Mortgage Loan Corporation
Connecticut Mutual Life Insurance Company

35-4008

WARRANTY DEED

For Value Received, G. T. NEWCOMB and ABBIE DELL NEWCOMB, husband and wife,

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

BINGHAM TITLE AND TRUST COMPANY, an Idaho corporation,

Hereinafter called the grantee, the following described premises, in Bingham County, Idaho, to-wit:

PARCEL NO. 1:

East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-one (31); Southwest Quarter (SW $\frac{1}{4}$); West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$), Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-two (32), Township One (1) North, Range Thirty-five (35), E.B.M., and Lots Three (3) and Four (4) in Section Four (4), Township One (1) South, Range Thirty-five (35), E.B.M., together with a 200 H.P. Layne & Bowler pump, mainline 14 one quarter ($\frac{1}{4}$) mile 4" aluminum laterals, together with all couplings, valves, plugs, sprinkler heads, and all water and water rights appurtenant thereto.

PARCEL NO. 2:

North Half of Section Thirty-two (32) and Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-one (31), Township One (1) North, Range Thirty-five (35), E.B.M., together with one 300 H.P. Wintrop pump manufactured by Worthington Pump Company, mainline 16 one-quarter ($\frac{1}{4}$) mile 4" aluminum laterals, together with couplings, valves, plugs, sprinkler heads and all water and water rights appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's, heirs and assigns forever. And the said 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 described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 1, 1969.

G. T. Newcomb
Abbie Dell Newcomb

STATE OF IDAHO, COUNTY OF

On this 1st day of May, 1969, before me, a notary public in and for said State, personally appeared

G. T. NEWCOMB and ABBIE DELL NEWCOMB, 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.

Paul G. Schwartz
Notary Public

Residing at Twin Falls, Idaho
Comm. Expires May 1, 1972

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.

Fees _____
Mail _____

OFFICIAL RECORD BOOK
FEE \$2.00
RECORDED AT REQUEST OF
BINGHAM TITLE & TRUST CO.

MAY 12 AM 11 06

NO
BINGHAM
DEEDS

INSTRUMENT No.

146959

35-4002

WARRANTY DEED

146960

For Value Received

THE BINGHAM TITLE & TRUST CO., an Idaho Corporation,
 the grantor , do es hereby grant, bargain, sell, and convey unto
 THE BINGHAM TITLE & TRUST CO., an Idaho Corporation, as Trustee,
 under Trust No. 104-R, dated April 4, 1969,
 the grantee , the following described premises, to-wit:

Township 1 South, Range 35 E. B. M., Bingham County, Idaho
 Section 4: Lots 3 and 4

Township 1 North, Range 35 E. B. M., Bingham County, Idaho
 Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$
 Section 32: SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$

Together with all water and water rights, pumps, panels, main lines,
 lateral lines, and sprinkling equipment appurtenant thereto, subject
 to taxes for 1969, existing and recorded easements, reservations in
 United States Patents and zoning and building ordinances.

This deed is given for the purpose of correcting the name of the
 grantee in several deeds which incorrectly indicated that The
 Bingham Title & Trust Co. was taking title absolutely and not
 as a trustee, and the warranty herein is limited to the acts
 of the grantor.

NO
 BINGHAM TITLE & TRUST CO.
 GRACE HILL, IDAHO

MAY 12 1969 AM 11 07

OFFICIAL RECORDS UNIT
 FEE 9.00
 RECORDED AT REQUEST OF

BINGHAM TITLE & TRUST CO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
 its heirs and assigns forever. And the said Grantor does hereby covenant to and
 with the said Grantee , that ~~he~~ it is the owner in fee simple of said premises; that said
 premises are free from all incumbrances except as hereinabove set forth and that ~~he~~ it will warrant and
 defend the same from all lawful claims whatsoever.

Dated: 5/8/69

By *D. H. Stufflebeam*
 President

STATE OF IDAHO, COUNTY OF Bingham

On this 8th day of May , 1969 ,
 before me, a notary public in and for said State, personally
 appeared D.H. Stufflebeam, known to me to be
 the President of the corporation that executed
 the instrument on behalf of such corporation,

known to me to be the person who name
 subscribed to the within instrument, and acknowledged to
 me that such corporation executed the same.

Notary Public

Residing at Blackfoot , Idaho
 Comm. Expires

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
 the request of

at minutes past o'clock m.,
 this day of ,
 19 , in my office, and duly recorded in Volume
 of the Official Records.

Ex-Officio Recorder

By Deputy.

Fees \$
 Mail to:

INSTRUMENT No. 146960

35-4002

For Value Received THE BINGHAM TITLE & TRUST CO., an Idaho Corporation, as
Trustee, under Trust No. 104-R, dated April 4, 1969,

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

WILLIAM O. RUSSELL and MAROLYN C. RUSSELL, husband and wife,

the grantees , the following described premises, to-wit:

Township 1 South, Range 35 E. B. M., Bingham County, Idaho
Section 4: Lots 3 and 4

Township 1 North, Range 35 E. B. M., Bingham County, Idaho
Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$
Section 32: SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$

Together with all water and water rights, pumps, panels, main lines,
lateral lines, and sprinkling equipment appurtenant thereto, subject
to taxes for 1969, existing and recorded easements, reservations in
United States Patents and zoning and building ordinances.

NO. _____
BINGHAM TITLE & TRUST CO.
GRADE WILL BE RECORDED

'69 MAY 12 AM 11 08

OFFICIAL RECORD NO. 8
FEE 90. DEPUTY *EH*
RECORDED AT REQUEST OF

BINGHAM TITLE & TRUST CO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
their heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee s, that ~~he~~ it is the owner in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that ~~it~~ it will warrant and
defend the same from all lawful claims whatsoever.
Dated: May 2, 1969.

THE BINGHAM TITLE & TRUST CO.,
an Idaho Corporation

D. H. Stufflebeam
President

STATE OF IDAHO, COUNTY OF BINGHAM
On this 8 day of May, 1969,
before me, a Notary Public in and for said State, person-
ally appeared D. H. Stufflebeam
known to me to be the President
of the corporation that
executed the instrument on behalf of such corporation,
and acknowledged to me that such corporation executed
the same.
[Signature]
Notary Public for Idaho
Residing at Blackfoot, Idaho

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Volume
of the Official Records.

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

Residing at
Comm. Expires

Notary Public
, Idaho

INSTRUMENT No. 146961

35-4008

DON SAMUELSON
GOVERNOR



R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE — ANNEX 2
BOISE, IDAHO 83707

May 28, 1970

Re: Claim No. 35-4008

Connecticut Mutual Life Insurance Co.
c/o Bingham Title & Trust Company
156 West Judicial Street
Box 591
Blackfoot, Idaho 83221

Gentlemen:

We have received your May 6, 1970 transmittal letter. The documents forwarded will be placed with claim no. 35-4008.

As you are aware, under the provisions of Sec. 42-225a,b, Idaho Code, a claim may be filed concerning water rights established by diversion and use. However, the provisions of this act do not allow the Department to confirm the existence of a water right. The evidence filed under this provision only represents a claim, and the claim is a notarized statement of one individual.

We will list Connecticut Mutual Life Insurance Company as a holder of claim no. 35-4008. We will also supply copies of any information which we feel would be of interest that may change or effect the claim at such time as the evidence is received.

If we can be of further assistance, please contact this office.

Very truly yours,

A handwritten signature of Donald W. McEldowney is written over a horizontal line.

Donald W. McEldowney
Appropriation Supervisor

DWM/DG

cc: Mike K. Ferrin

35-4008

Abstracts of Title

Escrows

Title Insurance

The Bingham Title & Trust Co.

Phone 785-0320

156 West Judicial Street

Box 591

Blackfoot, Idaho 83221

May 6, 1970

RECEIVED

Department of Reclamation

Donald W. McEldowney, Appropriation Supervisor
State of Idaho
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Re: Claim No. 35-4008

Dear Mr. McEldowney:

Would you forward to this office a letter addressed to Connecticut Mutual Life Insurance Company acknowledging their security interest in Claim No. 35-4008 and agreeing to notify them in the event the water rights are adversely affected.

We are enclosing photo copies of the following documents:

Warranty Deed from G. T. Newcomb and Abbie Dell Newcomb, husband and wife to Bingham Title and Trust Company, conveying the subject land and all water and water rights appurtenant

Warranty Deed from Bingham Title and Trust Company to The Bingham Title & Trust Co., Trustee, conveying subject land and water rights

Warranty Deed from The Bingham Title & Trust Co., Trustee to William O. Russell and Marolyn C. Russell, husband and wife, conveying subject land and water rights

Mortgage and Financing Statement from William O. Russell and Marolyn C. Russell, husband and wife to Utah Mortgage Loan Corporation a mortgage of subject land and water rights.

Assignments of mortgage and Financing Statement from Utah Mortgage Loan Corporation to The Connecticut Mutual Life Insurance Company, assigning the original mortgagee's interest.

These documents along with those already in your file should complete a chain of water rights from the original claimant, G. T. Newcomb to William O. Russell and the subsequent security interest of Connecticut Mutual in those water rights.

35-4008

If there are any other documents you need for your file to accomplish this please let me know as soon as possible.

Thank you.

Very truly yours,



Michael K. Ferrin
Escrow Department.

encls:

35-4008

UTAH MORTGAGE LOAN CORPORATION

Exercises

MORTGAGE DEAD

This Indenture, made this 23rd day of June, 1964

WILLIAM O. RUSSELL and MARGARET S. RUSSELL
husband and wife

[illegible]

The Mortgagor, for and in consideration of the sum of \$100,000 Dollars, Lawful Money of the United States, to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Mortgagee, his heirs and assigns forever, the following described property situated in the County _____ of _____ State of _____, to have and to hold unto the said Mortgagee, his heirs and assigns forever, unto the full payment of the sum of \$100,000 Dollars, Lawful Money of the United States, to him in hand paid, the money wherewith the premises were so purchased, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee, his heirs and assigns forever, the following described property situated in the County _____ of _____ State of _____:

TRACT A:
Township 2-South, Range 35 N. B. M., Big Horn County, Idaho
Section 4: Lots 3 and 4

Township 1 North, Range 35 N. B. M., Bingham County, Idaho
Section 31: ~~North, West~~
Section 32: ~~North, West~~

TRACT B:
Township 1 North, Range 35 E. B. M., Bingham County, Idaho
Section 27: 34.0000 34.0000

Section 22: 80, 800;
Section 23: 80, 800; beginning at a point on the NE corner of said Section 13, and running thence N. 0° 2' E., 100 feet; thence N. 8° 50' E., 40 feet to a point which is the true point of beginning, thence N. 0° 02' E., 150 feet; thence N. 8° 2' E., 100 feet; thence 80° 00' E., 100 feet; thence 80° 00' E., 100 feet to the point of beginning.

Section 34: ~~INVESTIGATION~~

35-4008

Conveying with the above described land any and all water rights belonging or in anywise appertaining thereto and especially including, but not limited to, the following:

All subterranean water developed under authority of Permits numbered G-32227, G-23093 and G-23092, issued by the State Engineer of the State of Idaho in connection with the three wells located upon the above described land.

Together with all right, title and interest in and to the following described pumps, motors and main lines; improvements and replacements thereof.

System #1-

1--250 H.P. Deep well Layne Roller Turbine Pump, Serial #2554, with 260' 10" x 24" x 1 15/16" Calumet shaft, 5 stage 10" turbine, 5' suction pipe with screen.

1--U.S. 250 H.P. motor #55708012

1--250 H.P. 440 Volt Electric Panel.

680' of 12" x 30' joints of aluminum mainline with valves.

2100' of 10" x 30' joints of aluminum mainline with valves.

1890' of 8" x 30' joints of aluminum mainline with valves.

1240' of 6" x 30' joints of aluminum mainline with valves.

15--1300' 4" aluminum laterals complete with sprinklers and all fittings.

2--12" gate valves.

System #2-

1--200 H.P. Deep well Westinghouse Turbine Pump, Serial #11985, with 300' of 12" x 3" x 1 15/16" Calumet shaft, 5 stage 10" turbine, 5' suction pipe and strainer.

1--200 H.P. motor #55708012

1--200 H.P. 440 Volt Electric Panel.

1280' of 12" x 30' joints of aluminum mainline with valves.

1890' of 10" x 30' joints of aluminum mainline with valves.

1240' of 8" x 30' joints of aluminum mainline with valves.

1240' of 6" x 30' joints of aluminum mainline with valves.

15--1300' 4" aluminum laterals with sprinklers and all fittings.

2--12" gate valves.

System #3-

1--400 H.P. Deep well Layne Turbine pump, Serial #11985, with 300' of 12" x 3" x 1 15/16" Calumet shaft, 5 stage 10" turbine, 5' suction pipe and strainer.

1--400 H.P. Westinghouse motor, #10-64

1--400 H.P. 440 volt Electric panel.

1--200 H.P. Booster pump, Western, #11985, close coupled turbine.

1--200 H.P. U.S. Motor, #708063.

2--12" gate valves.

1815' of 12" steel wrapped mainline with valves.

1320' of 10" steel wrapped mainline with valves.

2670' of 8" steel wrapped mainline with valves.

600' of 6" steel wrapped mainline with valves.

3960' of 8" x 30' joints of aluminum mainline with valves.

3810' of 6" x 30' joints of aluminum mainline with valves.

20--1300' 4" aluminum laterals with sprinklers and all fittings.

The condition of this conveyance is such that:

And Whereas, the Mortgagor has covenanted and agreed, and does hereby covenant and agree to and with the Mortgagee as follows:

[illegible]

That he will keep the buildings in good and sound condition, painted and kept, and will not permit the same to become vacant during the continuance of the lease, that he will keep all improvements on the property in good repair.

[illegible]

The Mortgagor hereby further covenants and agrees that if he shall fail to pay any taxes, assessments, interest or other charges payable by him as hereinafter agreed, and when the same shall become due and payable, and if he shall fail to pay the same when due, then the Mortgagee shall have the right to cause the said property to be sold subject to any lien or encumbrance having precedence to this Mortgage, and the proceeds of such sale, the Mortgagee may, at its option, make payment thereof and the amounts so paid, with interest thereon at the rate of 1% per annum, shall be added to and become a part of the debt secured by this Mortgage. Without notice, however, of any notice of the Mortgagee arising from the breach of any of said covenants.

In the event suit is instituted to foreclose this Mortgage, the Mortgagees may recover therein as attorney fees such sum as the court may allow reasonable in addition to the costs and disbursements allowed by the Code of Civil Procedure of the State of Maine, together with the cost of any abstract of title or evidence of title presented and used in such proceeding and covering said property.

The Mortgagee agrees that in the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a condition of right and without regard to the sufficiency of the security or of waste or danger of injury to the property, pay the costs of the Mortgagee, be satisfied forthwith to leave a receiver appointed of all the property hereinbefore described, and the Mortgagee hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction, and the parties stipulate, covenants and agree that such receiver may remain in possession and control of the property until the court shall determine the final determination of sale, suit or foreclosure.

The rents, royalties, bonuses and benefits under any existing and/or future oil and gas property hereby conveyed are hereby assigned to the Mortgagee as additional security for the loan hereby secured. The Mortgagee shall have the right to collect and retain such rents, royalties, bonuses and benefits in order to pay the loan hereby secured. In the event any such rents, royalties, bonuses and benefits are not sufficient to pay the loan, the Mortgagee shall have the right to collect and retain such rents, royalties, bonuses and benefits in order to pay the loan. The Mortgagee shall not be bound by any limitation on the amount of such rents, royalties, bonuses and benefits which may be collected and retained by the Mortgagee. The Mortgagee shall not be responsible for failure to collect and retain such rents, royalties, bonuses and benefits after the happening of a default under the loan hereby secured.

The Manager hereby further agrees to provide to the Lender, as collateral security for the payment of the loan, interest, and any part thereof, hereafter made, such and so much of the first-class and the widest security as the Lender may require.

The Mortgagor hereby further mortgages, assigns and transfers to the Mortgagee all of his right, title and interest in and under the following described leases, permits and allotments, to-wit:

together with all minerals thereof and together with all buildings, structures, improvements, fixtures, contents, pipes, pipes, lines, wells, tanks, drains, sewers and other improvements of every kind located on the lands covered by said lease, permits or assignments, or any rights located thereon or appurtenant thereto. The Mortgagee covenants that he, his heirs, assigns, permits and allotments and that the trust on from which the same are derived, shall and lawfully shall procure renewals thereof upon or prior to the expiration date thereof and shall do all things necessary to effect an assignment or waiver of such renewals to the Mortgagee and he will and perform all acts and things necessary to preserve and keep in good condition the lands covered by such renewals thereof; that he will take no action which would adversely affect the same under and that in the event of the foreclosure of this Mortgage, he will cause the same to be sold upon demand from the purchaser of the foreclosed property at foreclosure sale the lands covered by said lease, permits, assignments and renewals shall be transferred together with the lands hereby mortgaged and the rights shall be transferred together with the same and that, in case of the failure of the Mortgagor to pay all rents and royalties, bonuses, permits or allotments, the Mortgagee shall, at his option, without notice, foreclose at the rate of 7% per annum, shall be a part of the proceeds of such sale and a lien on the fee owned property hereby mortgaged.

[illegible]

It is mutually understood and agreed that if workmen in the above named trade or occupation are employed to include the plant and the building, the same shall include the machinery, tools, and equipment used in the further construction and repair thereof, and the provisions thereof and the maintenance thereof, and the labor, devices, personal representatives, successors and assigns of the Mortgagee, and its successors or assigns.

In Testimony Whereof, the Mortgagors have hereunto set their hands and seals
21st day of April, 1969.

Executed in the presence of:

[illegible]

STATE OF ^{Texas} Idaho

COUNTY OF Norris ss.

On this 23rd day of April, 1969,
before me, Dorothy J. Campbell, a Notary Public in and
for the County of Norris, State of Idaho, personally appeared

William O. Russell

the signer... of the above instrument, known to me to be the person... whose name... are subscribed to the within instru-
ment, and acknowledged to me that he executed the same.

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

My Commission Expires:

June 1, 1969

Residence of Notary Public:

6515 Hillcrest

State or Idaho

County of

On this _____ day of _____
before me _____, a Notary Public in and
for the County of _____
appeared _____ and _____

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

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

My Commission Expires:

Notary Public in and for the State of

Residence of Notary Public:

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

On this 13th day of April, 1949, before me, Secretary of
Campbell, a Notary Public, in and for the County of Harris, State of
Texas, personally appeared William G. Russell, known to me to be the
person whose name is subscribed to the within instrument, and
Attorney in Fact of Marilyn G. Russell, and acknowledged to me that
he executed the same as such Attorney in Fact of Marilyn G. Russell.

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



My Commission Expires:
January 1, 1949

Signature of Notary Public:
W. G. Russell

William G. Russell
of Harris, State of Texas

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s): (last name first, and mailing address) RUSSELL, William O. and Marelyn C. Russell, husband and wife, 6723 Bertner Avenue Houston, Texas 77025	2. Secured Party(ies) and address(es): UTAH MORTGAGE LOAN CORPORATION P.O. Box 488 Logan, Utah 84321	3. Maturity date if any: 04493
4. FOR FILING OFFICER ONLY (Date, time, location and filing officer) 146964 73 MAY 12 AM 11 18		

5. The financing statement covers the following items for items of property:
(This box must be filled properly upon description and items of secured matter, if required.)
**Pumps, motors, main line and water rights in connection
with wells located on land in Blingham County, Idaho, more
fully described on the attachment hereinafter and a part of
Statement**

6. OFFICIAL RECORDS BY: **FILED**
73 MAY 12 AM 11 18

7. Signature of Debtor(s) and Sec-Trust
**William O. Russell
Marelyn C. Russell**

8. Signature of Secured Party(ies)
**UTAH MORTGAGE LOAN CORPORATION
[Signature]**

9. I-FILING OFFICER—ALPHABETICAL

10. FORM APPROVED BY PETE T. CONAMUSA, SECRETARY

Section 3: NW 1/4
Conveying with the above is
or in anywise appertaining thereto
the following:

All subterranean water deves
G-32227, G-23093 and G-23042, in
Idaho in connection with the tur
land.

Together with all right, to
described pumps, motors and main

System #1-

1--250 H.P. Deep well pump
260' 10" x 24" x 1 1/2"
suction pipe with screen

1--G.E. 250 H.P. motor #65J

1--250 H.P. 440 Bolt Electr

620' of 12" x 30' joints of
2100' of 10" x 30' joints o
1840' of 8" x 30' joints of
1960' of 6" x 30' joints of

16--1300' 4" aluminum later

2-12" gate valves.

System #2-

1--300 H.P. Deep well pump
10" x 3" x 1 1/2" x 1/2"
suction pipe and stat ar

1--G.E. 300 H.P. motor #40J

1--300 H.P. 440 volt electr

1420' of 12" x 30' joints of
1840' of 10" x 30' joints of

Township 1 North, Range 35 E. B. M., Bingham County, Idaho
Section 31: S₁SW₁, S₂SW₁, S₃SW₁, S₄SW₁

Township 1 North, Range 35 E. B. M., Bingham County, Idaho
Section 32: S₁SE₁, S₂SE₁, S₃SE₁, S₄SE₁
Section 33: S₁SW₁, S₂SW₁, S₃SW₁, S₄SW₁

TRACT 1:

Township 1 North, Range 35 E. B. M., Bingham County, Idaho

Section 27: S₁SW₁, S₂SW₁

Section 28: S₁SE₁, S₂SE₁

Section 33: NE₁SW₁, NW₁SW₁, EXCEPTING beginning at a point on the W₁ corner of said Section 33, and running thence N. 0°2' W. 2409.5 feet; thence N. 89°58' E. 25 feet to a point which is the true point of beginning, thence N. 0°02' W. 150 feet, thence N. 89°58' E. 100 feet, thence S. 0°02' E. 150 feet, thence S. 89°58' W. 100 feet to the point of beginning.

Section 34: NW₁SW₁

Conveying with the above described land any and all water rights belonging or in anywise appertaining thereto and especially including, but not limited to the following:

All subterranean water developed under authority of Permits numbered G-32227, G-23093 and G-23092, issued by the State Engineer of the State of Idaho in connection with the three wells located upon the above described land.

Together with all right, title and interest in and to the following described pumps, motors and main lines; improvements and replacements thereof.

System #1-

1--250 H.P. Deep well Layne Bowler Turbine Pump, Serial #26241, with 260' 10" x 2 1/2" x 1 15/16" Column and Shaft, 6 stage 14" bowls, 5' suction pipe with screen.

1--G.E. 250 H.P. motor #85J508012

1--250 H.P. 440 Bolt Electric Panel.

620' of 12" x 30' joints of Aluminum mainline with valves.
2100' of 10" x 30' joints of aluminum mainline with valves.
1840' of 8" x 30' joints of aluminum mainline with valves.
1960' of 6" x 30' joints of aluminum mainline with valves.

16--1300' 4" aluminum laterals complete with sprinklers and all fittings.

2--12" gate valves.

System #2-

1--300 H.P. Deep well Wintroath Turbine Pump, serial #9888, with 260' 10" x 3" x 1 15/16" column and shaft, 6 stage 14" bowls with 5' suction pipe and stainer.

1--G.E. 300 H.P. motor #WVJ421005.

1--300 H.P. 440 volt electric panel.

1320' of 12" x 30' joints of aluminum mainline with valves.
1200' of 10" x 30' joints of aluminum mainline with valves.

1--15' of 12" x 30' joints of aluminum mainline with valves.

1--15' of 10" x 30' joints of aluminum mainline with valves.

2--12" gate valves.

System #3-

1--400 H.P. Deep well
300' of 12" x 30' joints of aluminum mainline with valves.

1--400 H.P. Westinghouse

1--400 H.P. 440 volt

1--200 H.P. Booster

1--200 H.P. U.S. No

2--12" gate valves.

1--15' of 12" steel w

1320' of 10" steel w

2070' of 8" steel w

400' of 6" steel w

3450' 8" x 30' joint

3--10' 6" x 30' joint

20--1300' 4" aluminum

04493

OFFICIAL RECORD BOOK
FEE \$1.00 DEPOSIT \$1.00
RECORD BOOK & TRUST CO.

164

MAY 12 AM 11 10

OFFICIAL RECORD BOOK
FEE \$1.00 DEPOSIT \$1.00
RECORD BOOK & TRUST CO.

directed

OPERATION

RECORD BOOK & Sec-Treas
BY SIGNATURE OF RECORD
BY T. CHANDLER, SECRETARY OF ST.

work
me ft.
by work.

work
me ft.
by work.

35-4008

100' of " x " joints of aluminum mainline with valves.
 100' of " x 30' joints of aluminum mainline with valves.
 1--100' 4" aluminum laterals with sprinklers and all fittings.
 2--12" gate valves.

System #3-

1--400 H.P. Deep well Layne Memphis Turbine pump, #44110, with
 300' of 12" x 3" x 1 15/16" column and shaft, 6 stage 14" bowls,
 5' suction pipe and strainer..

1--400 H.P. Westinghouse motor, #19-64

1--400 H.P. 440 volt Electric panel.

1--200 H.P. Booster pump, Western, #11965, close coupled turbine.

1--200 H.P. U.S. Motor, #706063.

2--12" gate valves.

1615' of 12" steel wrapped mainline with valves.
 1320' of 10" steel wrapped mainline with valves.
 2670' of 8" steel wrapped mainline with valves.
 600' of 6" steel wrapped mainline with valves.
 3960' 8" x 30' joints of aluminum mainline with valves.
 3010' 6" x 30' joints of aluminum mainline with valves.
 20--1300' 4" aluminum laterals with sprinklers and all fittings.

at the W. corner
 of the 100' feet;
 at the true point
 where N. 1/4 Sec. 1 E.
 S. 1/4 Sec. 5 W. 100

water rights belonging
 to, but not limited to

Permits numbered
 of the State of
 above described

to the following
 replacements thereof.

1--400 H.P. with
 14" bowls, 5'

*work
 me H.
 by with.*

valves.
 valves.
 valves.
 valves.

ers and all fittings.

1--400 H.P. with 200'
 " bowls with 5'

valves.
 valves.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.5 billion, from 1.1 billion in 1990 to 2.6 billion in 2015. The number of people aged 65 and over is expected to increase by 1.1 billion, from 350 million in 1990 to 1.4 billion in 2015. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2015. The number of people aged 65 and over is expected to increase by 1.1 billion, from 350 million in 1990 to 1.4 billion in 2015. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2015.

150 169

For the purpose of this study, the following hypotheses were formulated:

[illegible]

$\mathcal{M}^{\text{reg}}(M, \mathcal{A}) = \{M \in \mathcal{M}(M, \mathcal{A}) \mid \text{rank}(M) \leq \text{rank}(\mathcal{A})\}$

1. The following information is reported below in the financial statement (page 100) of the company:

$$\frac{\partial}{\partial t} \left(\frac{\partial \mathcal{L}}{\partial \dot{q}} \right) = \frac{\partial \mathcal{L}}{\partial q} \quad (1)$$

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

16. $\frac{1}{2} \log_2 16 = 2$
 17. $\frac{1}{2} \log_2 16 = 2$

[illegible]

Katy Jackson

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Journal of Internal Medicine 255: 103–111

April 23, 1970

Re: Permit No. G-23092/35-2260
Permit No. G-32257/35-2763
Claim to a Water Right No. 35-4008 ✓

Bingham Title and Trust Company
156 West Judicial Street
Blackfoot, Idaho 83221

Gentlemen:

Apparently some concern and confusion exists over our re-numbering the following permits:

Permit No. G-23092 has been re-numbered 35-2260.
Permit No. G-32257 has been re-numbered 35-2763.

Claim to a Water Right No. 35-4008 represents a constitutional appropriation, partly represented by permit G-23092 and G-23093 (cancelled) and partly established under constitutional provisions. We have enclosed for your future use copies of the above referenced.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:tg

Enc: copies of permits
and claim

35-4008

December 30, 1969

RE: Permit Nos. 35-4008
35-2260
35-2763

RE: Your Number CM #Bingham Co.
UMLC #61-55730
William O. Russell

The Bingham Title and Trust Co.
Box 591
Blackfoot, Idaho 83221

Gentlemen:

Please be advised that we have received your letter regarding the above numbered permit (or permits).

We have filed your letter in the permit folder, however, we cannot refuse to process any request for transfer, amendment, or change. We would attempt to notify you of the action taken or being taken, but could not accept any responsibility for failure in case you failed to receive the information.

The only way to guarantee that no changes would occur would be to have the permit assigned to the company holding the loan.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

*Should not have been
Sent on claim 4-23-70 D*

35-4008

Abstracts of Title

Escrows

Title Insurance

The Bingham Title & Trust Co.

Phone 785-0320

156 West Judicial Street

Department of Reclamation

Box 591

Blackfoot, Idaho 83221

November 25, 1969

State of Idaho
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Gentlemen:

We understand from conversations with Alva Harris, Shelley that all the work has been done in connection with permits and claims for G.T. Newcomb in Bingham County. If this is the case would you cause the enclosed statement to be executed and returned to this office.

If there are any additional requirements or deficiencies in connection with water rights in connection with the subject land would you let us know as soon as possible.

Thank you.

Very truly yours,



Michael K. Ferrin
Escrow Department.

encl:

*If you would be so kind as to inform us of
which permits & licenses are now owned
by Mr. William O. Small*

35-4008

The Connecticut Mutual Life Insurance Company
140 Garden Street
Hartford, Connecticut 06115

Utah Mortgage Loan Corporation
P.O. Box 460
Logan, Utah 84321

Re: William O. Russell
CM #Bingham County, Idaho
UMLC# 61-55730

Gentlemen:

We hereby acknowledge your interest in all water rights appertaining to the following described lands, and agree to notify you of any action taken by this office which may adversely affect your interest and those of the borrower, William O. Russell.

TRACT A:

NOTE Township 1 South, Range 35 E. B. M., Bingham County, Idaho
Section 4: Lots 3 and 4

Township 1 North, Range 35 E. B. M., Bingham County, Idaho

Section 31: $E\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}$

Section 32: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}$

TRACT B:

Township 1 North, Range 35 E. B. M., Bingham County, Idaho

Section 27: $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$

Section 28: $S\frac{1}{2}$, $S\frac{1}{2}N\frac{1}{2}$

Section 33: $NE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, EXCEPTING beginning at a point on the $W\frac{1}{4}$ corner of said Section 33, and running thence N. $0^{\circ}2'$ W. 2469.5 feet; thence N. $89^{\circ}58'$ E. 25 feet to a point which is the true point of beginning, thence N. $0^{\circ}02'$ W. 150 feet, thence N. $89^{\circ}58'$ E. 100 feet, thence S. $0^{\circ}02'$ E. 150 feet, thence S. $89^{\circ}58'$ W. 100 feet to the point of beginning.

Section 34: $NW\frac{1}{4}NW\frac{1}{4}$

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

35-4008
35-2260
35-2763

35-4008

23090 - Cor
23093
23092
23091
35-7023
32257
35-2763
23091

Abstracts of Title

Escrows

Title Insurance

*The Bingham
Title & Trust Co.*

Phone 785-0320

156 West Judicial Street

Box 591

Blackfoot, Idaho 83221

December 15, 1969

State of Idaho
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Re: Claim 35-4008
Permit 35-2763 ✓

Gentlemen:

Would you please sign the enclosed statement and return it to this office as soon as possible.

Thank you.

Very truly yours,

Michael K. Ferrin

Michael K. Ferrin
Escrow Department.

encl:

35-4008

December 17, 1969

Bingham Title and Trust Company
Box 391
Blackfoot, Idaho 83221

RE: Permit No. 35-2763 ✓
Claim No. 35-4008

Gentlemen:

Please be advised that we have received your letter regarding the above numbered permit (or permits).

We have filed your letter in the permit folder, however, we cannot refuse to process any request for transfer, amendment, or change. We would attempt to notify you of the action taken or being taken, but could not accept any responsibility for failure in case you failed to receive the information.

The only way to guarantee that no changes would occur would be to have the permit assigned to the company holding the loan.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

35-4008

DON SAMUELSON
GOVERNOR



R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE - ANNEX 2
BOISE, IDAHO 83707

December 17, 1969

Bingham Title and Trust Company
Box 591
Blackfoot, Idaho 83221

RE: Permit No. 35-2763
Claim No. 35-4008

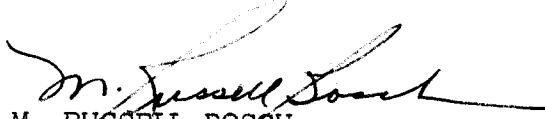
Gentlemen:

Please be advised that we have received your letter regarding the above numbered permit (or permits).

We have filed your letter in the permit folder, however, we cannot refuse to process any request for transfer, amendment, or change. We would attempt to notify you of the action taken or being taken, but could not accept any responsibility for failure in case you failed to receive the information.

The only way to guarantee that no changes would occur would be to have the permit assigned to the company holding the loan.

Very truly yours,


M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

35-4008

The Connecticut Mutual Life Insurance Company
140 Garden Street
Hartford, Connecticut 06115

Gentlemen:

You are hereby assured that your security interest in all Permits, Licenses and Claims in the following described lands issued by this Agency have been noted on our records.

We will notify your office and Utah Mortgage Loan Corporation, P.O. Box 488, Logan, Utah, 84321, in advance of any assignments, amendments, transfers or any other alterations in connection with these lands, to-wit:

TRACT A:

Township 1 South, Range 35 E. B. M., Bingham County, Idaho
Section 4: Lots 3 and 4

Township 1 North, Range 35 E. B. M., Bingham County, Idaho

Section 31: $E\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}$

Section 32: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}$

TRACT B:

Township 1 North, Range 35 E. B. M., Bingham County, Idaho

Section 27: $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$

Section 28: $S\frac{1}{2}$, $S\frac{1}{2}N\frac{1}{2}$

Section 33: $NE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, EXCEPTING beginning at a point on the $W\frac{1}{4}$ corner of said Section 33, and running thence N. $0^{\circ}2'$ W. 2469.5 feet; thence N. $89^{\circ}58'$ E. 25 feet to a point which is the true point of beginning, thence N. $0^{\circ}02'$ W. 150 feet, thence N. $89^{\circ}58'$ E. 100 feet, thence S. $0^{\circ}02'$ E. 150 feet, thence S. $89^{\circ}58'$ W. 100 feet to the point of beginning.

Section 34: $NW\frac{1}{4}NW\frac{1}{4}$

There are Claims, Permits and Licenses in connection with the above lands to appropriate 31.7 cubic feet per second of water.

State of Idaho
Department of Reclamation

By:

35-4008

December 17, 1969

Bingham Title and Trust Company
Box 591
Blackfoot, Idaho 83221

RE: Permit No. 35-2763
Claim No. 35-4008

Gentlemen:

Please be advised that we have received your letter regarding the above numbered permit (or permits).

We have filed your letter in the permit folder, however, we cannot refuse to process any request for transfer, amendment, or change. We would attempt to notify you of the action taken or being taken, but could not accept any responsibility for failure in case you failed to receive the information.

The only way to guarantee that no changes would occur would be to have the permit assigned to the company holding the loan.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

35-4008

**NOTICE OF CLAIM
TO A WATER RIGHT
No. 35-4008**

Notice is hereby given that G. T. Newcomb, Box 246, Ketchum, Idaho, has filed a claim to a water right established by diversion and application to beneficial use of 18.40 cubic feet per second of water from a groundwater source with point of diversion in the NE1/4 NW1/4 and NW1/4 SE1/4, Sec. 32, T. 1N, R. 35E, B.M., Bingham County; the water is claimed to be used from March 1 to November 30 for irrigation purposes with a priority of February 13, 1959, and March 8, 1961; the place of use is within Lots 3 and 4, Sec. 4, T. 1S, R. 35E, B.M. and in the NE1/4, E1/2 SE1/4, Sec. 31; N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4, Sec. 32, T. 1 N, R. 35 E, B.M.

Any exception to this claim of water right may be filed with the Department of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer
Pub.: Dec. 4 and 11
(2233)

35-4008

December 24, 1969

Re: Claim to a Water Right No. 35-4008

Mr. G. T. Newcomb
Box 246
Ketchum, Idaho 83340

Dear Mr. Newcomb:

The Department of Reclamation has completed the processing of your claim to a water right, and no further action is authorized under Section 42-225 of the Idaho Code. Notice of your claim was published and no one has filed an exception to your claim. Your claim will remain in our files and will be available at any time for your or the courts use.

As you are aware, the filing of your claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or evidence that you would like to have included in your claim file, you may add that information at any time. Please refer to your claim number when corresponding with this office.

We are enclosing, for your records, a copy of your claim. If you have any questions or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:dr

Enclosures: Copy of Claim

Receipt No. 3897

35-4008

December 17, 1969

Bingham Title and Trust Company
Box 591
Blackfoot, Idaho 83221

RE: Permit No. 35-2763
Claim No. 35-4008 ✓

Gentlemen:

Please be advised that we have received your letter regarding the above numbered permit (or permits).

We have filed your letter in the permit folder, however, we cannot refuse to process any request for transfer, amendment, or change. We would attempt to notify you of the action taken or being taken, but could not accept any responsibility for failure in case you failed to receive the information.

The only way to guarantee that no changes would occur would be to have the permit assigned to the company holding the loan.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

35-4008

Abstracts of Title

Escrows

Title Insurance

The Bingham Title & Trust Co.

Phone 785-0320

156 West Judicial Street

Box 591

Blackfoot, Idaho 83221

December 15, 1969

RECEIVED
DEC 17 1969
Department of Reclamation

State of Idaho
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Re: Claim 35-4008
Permit 35-2763

Gentlemen:

Would you please sign the enclosed statement and return it to this office as soon as possible.

Thank you.

Very truly yours,

Michael K. Ferrin

Michael K. Ferrin
Escrow Department.

encl:

35-4008

November 25, 1969

Re: Claim to a Water Right No. 35-4008 - G. T. Newcomb

Blackfoot News
P.O. Box 70
Blackfoot, Idaho 83221

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department of Reclamation along with the publication bill. In order to receive payment, the following certification must appear on the bill:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

(Signature of the claimant)

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR
Enc: Legal notice

35-4008

NOTICE OF CLAIM
TO A WATER RIGHT
No. 35-4008

Notice is hereby given that G. T. Newcomb, Box 246, Ketchum, Idaho, has filed a claim to a water right established by diversion and application to beneficial use of 18.40 cubic feet per second of water from a groundwater source with point of diversion in the NE1/4 NW1/4 and NW1/4 SE1/4, Sec. 32, T. 1N, R. 35E, B.M., Bingham County; the water is claimed to be used from March 1 to November 30 for irrigation purposes with a priority of February 13, 1959, and March 8, 1961; the place of use is within Lots 3 and 4, Sec. 4, T. 1S, R. 35E, B.M. and in the NE1/4, E1/2 SE1/4, Sec. 31; N1/2, SW1/4, N1/2 SE1/4, SW1/4 SE1/4, Sec. 32, T. 1 N, R. 35 E, B.M.

Any exception to this claim of water right may be filed with the Department of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer
Pub.: Dec. 4 and 11
(2233)

NOTICE OF CLAIM TO A WATER RIGHT

No. 35-4008

Notice is hereby given that G. T. Newcomb, Box 246, Ketchum,
Idaho, has filed a claim to a water right
established by diversion and application to beneficial use of 18.40
cubic feet per second ~~acre/foot~~ of water from a groundwater source
with point of diversion in the NE $\frac{1}{4}$ and
NW $\frac{1}{4}$, Sec. 32, T. 1N, R. 35E, B.M., Bingham County; the water is
claimed to be used from March 1 to November 30 for irrigation
purposes with a priority of February 13, 1959
and March 8, 1961; the place of use is within Lots 3 and 4,
Sec. 4, T. 1S, R. 35E, B.M. and in the NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31; N $\frac{1}{2}$,
SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 32, T. 1N, R. 35E, B.M..

Any exception to this claim of water right may be filed with the Department
of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Blackfoot News, Blackfoot, Idaho,
on December 4 and December 11, 1969.

35-4008

ALVA A. HARRIS
ATTORNEY-AT-LAW

RECEIVED

OCT 20 1969

171 SOUTH EMERSON
SHELLEY, IDAHO 83274

Telephone 357-3448
Area Code 208

Department of Reclamation

October 17, 1969

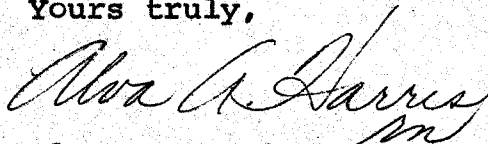
Idaho Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Re: Claim to a Water Right
G. T. Newcomb
Water License No. G-23092
Permits: Nos. G-23092 and
G-23093

Gentlemen:

Enclosed is Claim to a Water Right and attachments
thereto, together with Trust Check No. 1219 in the sum
of \$100.00 to cover costs. Prompt attention would be
appreciated.

Yours truly,



Alva A. Harris

rn

Enclosures: 14

Check Returned
E.T.

RECEIVED

SOUTHWESTERN CLOTHING

25% COTTON FIBER

35-4008

REMITTANCE ADVICE

ALVA A. HARRIS, TRUST ACCOUNT, SHELLEY, IDAHO 83274

DETACH BEFORE DEPOSITING

8030

G. T. Newcomb - Claim to Water right
Water License No. G-23092 and G23093