

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 71042APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Gary L. Hatch Phone 208 648 7395
Post Office address 3023 Chesterfield Rd, Bancroft Id 83217

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes To maintain licensed capacity under water rights

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>29-2480</u>	<u>9/26/1963</u>	<u>1.38 cfs</u>	<u>Irrigation</u>	<u>4/1</u> to <u>11/1</u>
<u>29-7239</u>	<u>11/15/1974</u>	<u>0.74 cfs</u>	<u>Irrigation</u>	<u>4/1</u> to <u>11/1</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 1.38 cubic feet per second and/or _____ acre-feet per annum.3. Source of water GROUNDWATER tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	SW	SE	33	6S	39E	Caribou	Two wells (includes new well)
	NW	SE	SE	33	6S	39E	Caribou	one well

5. Lands irrigated or place of use: NO CHANGE

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	39E	33																37	37.0
		34										38							38.0
7S	39E	3			L-2 24											19			43.0

Total acres 118

T71042

PART 1

6. General Information:

- a. Description of diversion system three wells mainline to laterals with sprinklers
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
✓ Yes /// No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
will be irrigated up to licensed rights
- d. Remarks:
New well is an existing stockwater well

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 20 _____.

For the Director

T71042

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

Current Water Right No. 29-2480

Priority Date: 09/26/1963
Origin: Adjudication Recommendation
Basis: License
Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 11/01	1.38 CFS	354.0 AFA	
Total Diversion		1.38 CFS	354.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWSWSE	06S 39E	33	CARIBOU
GROUND WATER	NWSESE	06S 39E	33	CARIBOU

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S 39E 33																	37.0
06S 39E 34											38.0						38.0
07S 39E 3			24.0												19.0		43.0
			L 2														

Total Acres: 118

Conditions/Remarks:

- RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
- This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- USE OF THIS RIGHT WITH RIGHT NO. 29-7239 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.38 CFS.
- THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 29-71, 29-2558, 29-7239 AND 29-73B, SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.
- RIGHT NO. 29-7239 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

Documentation of Ownership of the Current Place of Use

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

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer NONE - will BE able to divert water up to water rights diversion rate

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

page 4 of 6

Page 1

Transfer No. 71042
Receipt No. _____

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

Current Water Right No. 29-7239

Priority Date: 11/15/1974

Origin: Adjudication Recommendation

Basis: License

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01	11/01	0.74 CFS	111.0 AFA	
Total Diversion			0.74 CFS	111.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWSESE	06S	39E	33	CARIBOU
GROUND WATER	NWSWSE	06S	39E	33	CARIBOU

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S 39E 33																37.0	37.0
06S 39E 34											38.0						38.0
07S 39E 3			24.0												19.0		43.0
			L 2														

Total Acres: 118

Conditions/Remarks:

1. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. USE OF THIS RIGHT WITH RIGHT NO. 29-2480 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.38 CFS.
4. THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 29-71, 29-2558, 29-2480 AND 29-73B, SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.
5. RIGHT NO. 29-2480 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

Documentation of Ownership of the Current Place of Use

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

Yes

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer *none - will be able to irrigate up to diversion rate of water rights*

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

T71042

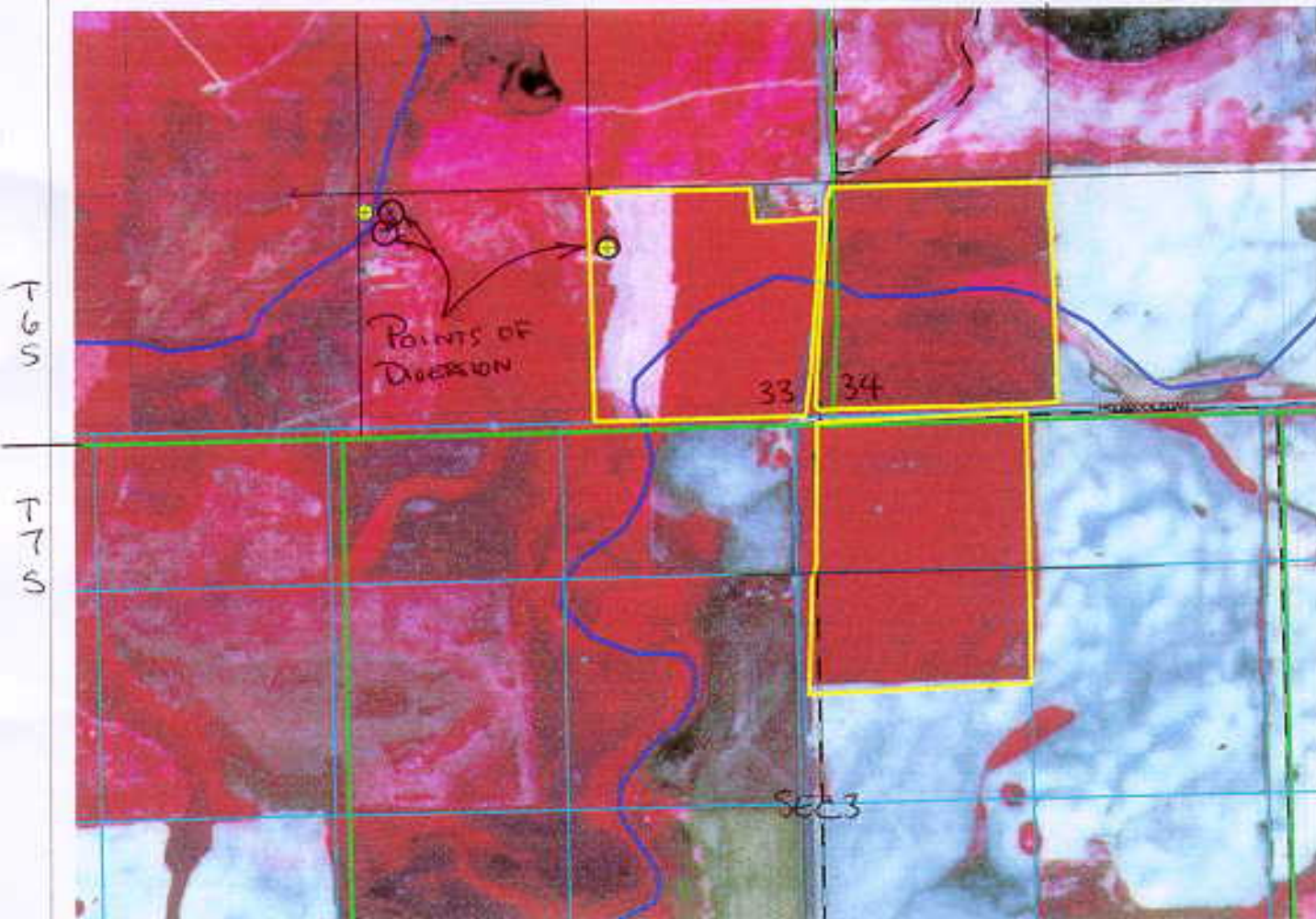


STATE OF IDAHO

Department of Water Resources
Eastern Region

T71042

Water Right 29-2480 AND 29-7239



0.1 0 0.1 0.2 Miles

IRRIGATED ACRES 118



LEGEND

- Point of Diversion
- Place of Use
- STREETS
- SECTIONS
- QUATER-QUATERS
- STREAMS

Place of Use: T6S, R39E,
(part of) Sections 33 & 34 and
T7S, R39E Section 3, L-2 and NWSE.

Points of Diversion: T6S, R39E,
Sec. 33, NWSWSE and NWSESE

GIS Place of Use Illustration
1987/88 NAPP PHOTOGRAPHY
Prepared by C. Bird
Date: December, 2002

T71042

PART 3

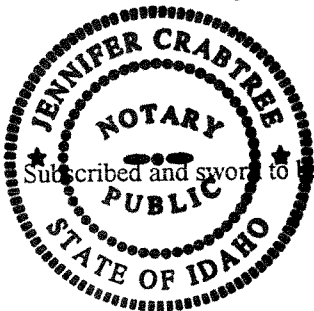
B. CHANGES IN NATURE OF USE

- | 1. | <u>New Nature of Use</u> | <u>Amount(cfs/af-ft)</u> | <u>Hours/days/year</u> | <u>Period of Use</u> |
|----|--------------------------|--------------------------|------------------------|----------------------|
| | _____ | _____ | _____ | _____ to _____ |
| | _____ | _____ | _____ | _____ to _____ |
2. Quantity and quality of return flows and location of discharge:

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

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

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



Larry S. Hatch
(Signature of Applicant)

Subscribed and sworn to before me this 17th day of November, 20 03.

Jennifer Crabtree
(Notary Public)

My commission expires 9/23/09

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and _____ attachments

Received by KCW Date 11/17/2003 Protest filed by _____

Prelim. Check by KCW 11/30/04 Fee 290⁰⁰ E029365 (11/17/2003)

Received by KCW Date 11/17/2003

Published in Carbon Co. Sun (Thurs) Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☒ approval ☐ denial

_____ received _____ by RDC

Copy of transfer sent to lien holder _____

Idaho Department of Water Resources Receipt

Receipt ID E029365

Payment Amount	\$290.00	Date Received	11/17/2003 3:46:46 PM	Region	Eastern	Status	
Payment Type	Check	Check Number	3102				

Payer HATCH, GARY L

Comment Transfer to add a P/D to 29-2480 & 29-7239

I A. Paul Hatch agree with this transfer.

A. Paul Hatch

Dec. 30, 2003

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$290.00	TRANSFERS	0229	21	63105	1155

Keith C. Wilson
Signature Line (Dept. Representative)

Keith
this is my dad's signature but I forgot to have him notorize it. He is in Mesa Ar. & I took this with me to visit over the holidays. that is why the delay. If it must be notorized please return it & I will send it back for notorization
thanks, Gary

RECEIVED
JAN 05 2004
Department of Water Resources
Eastern Region

ATTACHMENT T-71042 1 OF 11

CHECK PAYABLE TO:
CRAWFORD, TAX COLLECTOR
BOX 507
SPRINGS, ID 83276
547-3726

MARKET VALUE	HOMESTEAD	NET VALUE
40,789	0	40,789

HATCH, GARY L
3023 CHESTERFIELD ROAD
BANCROFT, ID 83217

--TAXING DISTRICT--	*--RATE*	*--AMOUNT--*
COUNTY	.5464880%	222.91
SCHOOL DIST 149	.5468377%	223.05
BANCROFT CEM	.0150837%	6.15

VI/25 E

1/4, NE1/4SE1/4, LOTS 1&
ESS TR NW1/4SE1/4,
AC., SEC 3 T7S R39E

12.82

TOTAL TAX/SPECIALS	1.1084094%	452.10
-CIRCUIT BREAKER		
-PREPAYMENT ON		
NET TAX/SPEC DUE		452.10

*** IMPORTANT ***
PLEASE READ BOTH FRONT AND BACK
MONTHLY PAYMENTS ARE ACCEPTED ***

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

	1st Half		2nd Half		Full
TAX	226.05	TAX	226.05	TAX	452.10
LATE		LATE		LATE	
SUBTOT		SUBTOT		SUBTOT	
INT		INT		INT	
COST		COST		COST	
TOT		TOT		TOT	

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

2003
05

H, GARY L
CHESTERFIELD ROAD
ROFT, ID 83217

RL 2517A
CARIBOU
COUNTY

2ND HALF
226.05

LATE
INT
COST
TOT

NOT PAID ON OR BEFORE
ials

JUNE 20, 2004

Cash or Check

ATTACHMENT T 71042
3 OF 11

WARRANTY DEED

THIS INDENTURE, Made this 9th day of December, 1976
by and between A. PAUL HATCH and PHYLLIS L. HATCH, his wife,

of the County of Caribou, State of Idaho, the part ies of the first
part, and GARY L. HATCH and LARAE N. HATCH, his wife,
Bancroft, Idaho 83217

of the County of Caribou, State of Idaho, the part ies of the second
part.

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of
TEN and no/100-----DOLLARS
lawful money of the United States of America, and other good and valuable considerations, to them
in hand paid by part ies of the second part, the receipt whereof is hereby acknowledged, have
granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm
unto the said part ies of the second part and to their heirs and assigns forever, all the follow-
ing described real estate, situate in the County of Caribou, State of Idaho, to wit:

The West Half of the Southwest Quarter, and the South-
west Quarter of the Northwest Quarter, in Section Eight (8),
and the West Half of the Southeast Quarter, in Section
Three (3), all in Township Seven (7) South, Range Thirty-
nine (39), E.B.M., Caribou County, Idaho.

SUBJECT to all existing patent reservations, easements,
rights of way, protective covenants, zoning ordinances, and
applicable building codes, laws and regulations.

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

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

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their
hands and seal s the day and year first above written.

Signed, sealed and delivered in the
presence of

Gary L. Graw

A. Paul Hatch (SEAL)

Phyllis L. Hatch (SEAL)

____ (SEAL)

STATE OF IDAHO

County of Bonneville }

ss.

On th's 9th day of December, in the year 1976 before me
the undersigned _____, a Notary Public in and for the State of Idaho, personally
appeared A. PAUL HATCH and PHYLLIS L. HATCH, his wife,

known to me to be the person s_____ whose name s_____ are subscribed to the within instrument, and
acknowledged to me that _____ the y_____ 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 written.

(seal)

Terry E. Grew
Notary Public

Residing at Idaho Falls, Idaho

My Commission Expires Permanent

No. 59360

WARRANTY DEED

TO

Dated _____, 19____

STATE OF IDAHO }

County of _____ } ss.

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

A. Paul Hatch

at 50 minutes past 10

o'clock 4 M., this 10th

day of Dec., 1976

in my office and duly recorded in

Book _____ of _____, at

page _____

Elaine S. Johnson

Ex-Officio Recorder

By Shirley Peterson

Deputy

Fees \$ 2.00

136388

AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT, entered into this 23 day of March, 1989, by and between A. Paul Hatch and Phyllis L. Hatch, husband and wife, and Gary L. Hatch and LaRae N. Hatch, husband and wife.

RECITALS

WHEREAS the parties to this Agreement have previously entered a Real Estate Sale Contract dated the 22nd day of December, 1977, which Real Estate Sale Contract was subsequently recorded as Instrument No. 94498, records of Caribou County, Idaho; and

WHEREAS the Real Estate Sale Contract improperly recited that the property to be conveyed was situated in Township 6 South, Range 39, East of the Boise Meridian, Caribou County, Idaho;

The parties now wish to amend the Real Estate Contract to recite the correct legal description.

WITNESSETH

Buyer and Seller hereby agree that the Real Estate Sale contract dated the 22nd day of December, 1977, be amended to provide for the sale of the following real property:

Township Six (6), South, Range Thirty-Nine (39),
E.B.M., Caribou County, Idaho

Section 25: S1/2 NW1/4

Section 26: S1/2 NE1/4; SE1/4 SE1/4; W1/2
SE1/4; SE1/4 NW1/4

Section 33: SE1/4 SE1/4; E1/2 SW1/4 SE1/4

Section 34: N1/2; N1/2 S1/2; SW1/4 SW1/4

Section 35: NW1/4; N1/2 NE1/4

Subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations.

Except as expressly provided herein, the Buyer and Seller agree to be bound by the original terms of the Real Estate Sale Contract and hereby ratified and confirm the same

DATED this 23 day of March, 1989.

A. Paul Hatch
A. Paul Hatch

Phyllis L. Hatch
Phyllis L. Hatch

SELLER

Gary L. Hatch
Gary L. Hatch

LaRae N. Hatch
LaRae N. Hatch
S.N.
BUYER

STATE OF IDAHO)
County of Caribou) ss.

On the 14 day of ~~March~~ ^{April}, in the year of 1989, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared Gary L. Hatch and LaRae N. Hatch, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Margie Archibald
Notary Public
Residence: Soda Springs, Idaho
Commission expires: 6/14/93

2 - AMENDMENT TO REAL ESTATE CONTRACT

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first

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STATE

Count

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Idaho
husb
whos
ackn

affi
firs

(sea

#720
7634

3 -

T 71042
ATTACHMENT 7 OF 11

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

(seal)

STATE OF Arizona
County of Municipal ss.

Ronda Johnson
Notary Public for Idaho Arizona
Residing at 4343 Broadway, NE, AL 55206
My Commission Expires: My Commission Expires Nov. 3, 1990

On the 22 day of March, in the year of 1989, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared A. Paul Hatch and Phyllis L. Hatch, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

#7200
7634g/sam

STATE OF IDAHO } ss 136388
County of Caribou }
I hereby certify that this instrument was filed
at the request of Tary Hatch
at 11:00 o'clock AM this 14 day of
April, 1989 in my office and duly
recorded in Microfilm Records _____
Myrna W. Archibald
Deputy

3 - AMENDMENT TO REAL ESTATE CONTRACT

T 71042
ATTACHMENT 8 OF 11

CARIBOU COUNTY 2003 PROPERTY

9 of material by mail
office cannot
able post
HO
costs, interest, late charges and delinquent
amount due
tax delinquency;
AGENT TAX AND LATE CHARGES
CHARGED ON LA-
E000

--TAXING DISTRICT--	*-RATE*	*-AMOUNT--*
COUNTY	.5464880%	12.93
SCHOOL DIST 149	.5468377%	12.91
BANCROFT CEM	.0150837%	.36

ATTACHMENT T 71042
9 OF 11

CHECK PAYABLE TO:
CRAWFORD, TAX COLLECTOR
BOX 507
SPRINGS, ID 83276
547-3726

MARKET VALUE	HOMESTEAD	NET VALUE
19,727	0	19,727

HATCH, A PAUL
% HATCH, GARY L
3023 CHESTERFIELD ROAD
BANCROFT, ID 83217

--TAXING DISTRICT--	*--RATE*	*--AMOUNT--*
COUNTY	.5464880%	107.82
SCHOOL DIST 149	.5468377%	107.87
BANCROFT CEM	.0150837%	2.98

E1/
4SE1/4, E1/2SW1/4SE1/4,
SEC 33, T6S R39E
AC,

TOTAL TAX/SPECIALS	1.1084094%	218.68
-CIRCUIT BREAKER		
-PREPAYMENT ON		
NET TAX/SPEC DUE		218.68

★★★ IMPORTANT ★★★
PLEASE READ BOTH FRONT AND BACK
MONTHLY PAYMENTS ARE ACCEPTED ★★★

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

	1st Half	2nd Half	Full
TAX	109.34	109.34	218.68
LATE			
SUBTOT			
INT			
COST			
TOT			

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

2003
05

HATCH, A PAUL
HATCH, GARY L
3 CHESTERFIELD ROAD
BANCROFT, ID 83217

RL 24410
CARIBOU
COUNTY

2ND HALF

109.34

LATE
INT
COST
TOT

NOT PAID ON OR BEFORE

JUNE 20, 2004

ials

Cash or Check

T 71042
ATTACHMENT 10 OF 11

HECK PAYABLE TO:
CRAWFORD, TAX COLLECTOR
DX 507
PRINGS, ID 83276
547-3726

MARKET VALUE	HOMESTEAD	NET VALUE
113,674	0	113,674

	--TAXING DISTRICT--	*--RATE*	*--AMOUNT--*
HATCH, A PAUL	COUNTY	.5464880%	621.20
1/2 HATCH, GARY L	SCHOOL DIST 149	.5468377%	621.61
3023 CHESTERFIELD ROAD	BANCROFT CEM	.0150837%	17.15
BANCROFT, ID 83217			

11/2,
N1/2S1/2, SW1/4SW1/4,
0.46 LESS 11.02 AC HW, SEC 34
E
SS-R39

TOTAL TAX/SPECIALS	1.1084094%	1,259.96
-CIRCUIT BREAKER		
-PREPAYMENT ON		
NET TAX/SPEC DUE		1,259.96

★★★ IMPORTANT ★★★
PLEASE READ BOTH FRONT AND BACK
MONTHLY PAYMENTS ARE ACCEPTED ★★★

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APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

	1st Half	2nd Half	Full
TAX	629.98	629.98	1,259.96
LATE			
SUBTOT			
INT			
COST			
TOT			

OR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

2003
05

1/2 A PAUL
CH, GARY L
CHESTERFIELD ROAD
OFT, ID 83217

RL 24420
CARIBOU
COUNTY

2ND HALF

629.98

LATE
INT
COST
TOT

IT PAID ON OR BEFORE

JUNE 20, 2004

als

Cash or Check

ATTACHMENT T 71042
11 OF 11

136388

AMENDMENT TO REAL ESTATE CONTRACT

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E.B.M., Caribou County, Idaho

Section 25: S1/2 NW1/4

Section 26: S1/2 NE1/4; SE1/4 SE1/4; W1/2
SE1/4; SE1/4 NW1/4

Section 33: SE1/4 SE1/4; E1/2 SW1/4 SE1/4

Section 34: N1/2; N1/2 S1/2; SW1/4 SW1/4

Section 35: NW1/4; N1/2 NE1/4

Subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations.

Except as expressly provided herein, the Buyer and Seller agree to be bound by the original terms of the Real Estate Sale Contract and hereby ratified and confirm the same

DATED this 23 day of March, 1989.

A. Paul Hatch
A. Paul Hatch

Phyllis L. Hatch
Phyllis L. Hatch

SELLER

Gary L. Hatch
Gary L. Hatch

LaRae N. Hatch
LaRae N. Hatch
L.N.
BUYER

STATE OF IDAHO)
) ss.
County of Caribou)

On the 14 day of ~~March~~ ^{April}, in the year of 1989, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared Gary L. Hatch and LaRae N. Hatch, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Margie Archibald
Notary Public
Residence: Soda Springs, Idaho
Commission expires: 6/14/95

2 - AMENDMENT TO REAL ESTATE CONTRACT

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3 -

T 71042
ATTACHMENT B OF

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

(seal)

STATE OF Arizona)
County of Maricopa ss.

On the 23 day of March, in the year of 1989, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared A. Paul Hatch and Phyllis L. Hatch, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

#7200
7634g/sam

STATE OF IDAHO } 69 136388
County of Caribou }
I hereby certify that this instrument was filed
at the request of Amy Hatch
at 11:00 o'clock a M. this 14 day of
April, 1989 in my office and duly
recorded in Microfilm Records _____
Myrna W. Archibald
Deputy

3 - AMENDMENT TO REAL ESTATE CONTRACT

T 71042
ATTACHMENT C OF

WARRANTY DEED

THIS INDENTURE, Made this 9th day of December, 1976,
by and between A. PAUL HATCH and PHYLLIS L. HATCH, his wife,

of the County of Caribou, State of Idaho, the part ies of the first
part, and GARY L. HATCH and LARAE N. HATCH, his wife,
Bancroft, Idaho 83217

of the County of Caribou, State of Idaho, the part ies of the second
part.

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of
TEN and no/100-----DOLLARS
lawful money of the United States of America, and other good and valuable considerations, to them
in hand paid by part ies of the second part, the receipt whereof is hereby acknowledged, have
granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm
unto the said part ies of the second part and to their heirs and assigns forever, all the follow-
ing described real estate, situate in the County of Caribou, State of Idaho, to wit:

The West Half of the Southwest Quarter, and the South-
west Quarter of the Northwest Quarter, in Section Eight (8),
and the West Half of the Southeast Quarter, in Section
Three (3), all in Township Seven (7) South, Range Thirty-
nine (39), E.B.M., Caribou County, Idaho.

SUBJECT to all existing patent reservations, easements,
rights of way, protective covenants, zoning ordinances, and
applicable building codes, laws and regulations.

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

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

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their
hands and seal S the day and year first above written.

Signed, sealed and delivered in the
presence of

Wm L. Gray

A. Paul Hatch (SEAL)
Phyllis L. Hatch (SEAL)

_____ (SEAL)

STATE OF IDAHO

County of Bonneville } ss.

On th's 9th day of December, in the year 1976 before me
the undersigned _____, a Notary Public in and for the State of Idaho, personally
appeared A. PAUL HATCH and PHYLLIS L. HATCH, his wife,

known to me to be the person S. _____ whose name S. are subscribed to the within instrument, and
acknowledged to me that _____ the y _____ 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 written.

(seal)

Terry E. Gano
Notary Public
Residing at Idaho Falls, Idaho
My Commission Expires Permanently

No. 99360

WARRANTY DEED

TO

Dated _____, 19____
STATE OF IDAHO } ss.
County of _____

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

A. Paul Hatch

at 50 minutes past 10
o'clock 11 M., this 10th
day of Dec., 1976
in my office and duly recorded in
Book _____ of _____, at
page _____

Elaine S. Johnson

Ex-Officio Recorder

By Shanda Peterson Deputy
Fees \$ 2.00

RECEIVED

FEB 13 2004

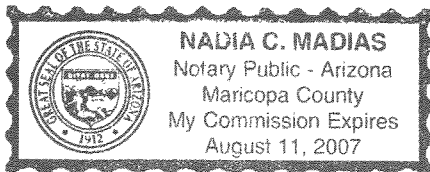
Department of Water Resources
Eastern Region

Feb. 6, 2004

I agree to these new diversions of water rights 29-2480 &
29-7239, as proposed by Gary L. Hatch.

A. Paul Hatch
A. Paul Hatch Date

Notarized by: Nadia C. Madias 2/10/04
Date



ATTACHMENT T 71042
F OF

RECEIVED

FEB 09 2004

WARRANTY DEED

Department of Water Resources
Eastern Region

THIS INDENTURE, Made this 22nd day of December, 1977,
by and between A. PAUL HATCH and PHYLLIS L. HATCH, his wife,

of the County of Caribou, State of Idaho, the parties of the first
part, and GARY L. HATCH and LARAE N. HATCH, his wife,

of the County of Caribou, State of Idaho, the parties of the second
part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN and no/100----- DOLLARS
lawful money of the United States of America, and other good and valuable considerations, to them
in hand paid by parties of the second part, the receipt whereof is hereby acknowledged, have
granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm
unto the said parties of the second part and to their heirs and assigns forever, all the follow-
ing described real estate, situate in the County of Caribou, State of Idaho, to wit:

Lots One (1) and Two (2), in Section Three (3), all
in Township Seven (7) South, Range Thirty-nine (39), E.B.M.,
Caribou County, Idaho.

SUBJECT to all existing patent reservations, easements,
rights of way, protective covenants, zoning ordinances, and
applicable building codes, laws and regulations.

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

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

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

Signed, sealed and delivered in the
presence of

A. Paul Hatch (SEAL)
Phyllis L. Hatch

T 71042
ATTACHMENT 6 OF

STATE OF IDAHO

County of Bonneville } ss.

On this 28th day of December, in the year 1977 before me
the undersigned _____, a Notary Public in and for the State of Idaho, personally
appeared A. PAUL HATCH and PHYLLIS L. HATCH, his wife,

known to me to be the person S whose name S are subscribed to the within instrument, and
acknowledged to me that the Y 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 written.

(seal)

Theresa E. Grew
For Idaho

Notary Public

Residing at Idaho Falls, Idaho

My Commission Expires Permanent, 19

No. 94497

WARRANTY DEED

TO

Dated _____, 19

STATE OF IDAHO } ss.
County of Carleton

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

Larry L. Hatch

at 50 minutes past 3
o'clock P M., this 29
day of Dec., 1977
in my office and duly recorded in
Book Microfilm, at
page _____

Ex-Officio Recorder

By Shanda Peterson

Deputy

Fees \$ 2.12
Boise, Id.
Boise, Id. 83217