

Claim No.

Section 42-225a, Idaho Code

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.

Notice is hereby given that Glenn W. and Anna Lyle M. Jones
(name of claimant)

The extent and nature of said claim is as follows:

- | | | | | | | | | |
|--------|----------------------|-----|-------------------------------|----------------|------|-------------------|----|------------------------|
| Amount | <u>2.12</u> | Use | <u>Irrigation</u> | Period of Use: | From | <u>May 1</u> | To | <u>Nov. 1</u> |
| Amount | <u> </u> | Use | <u> </u> | Period of Use: | From | <u> </u> | To | <u> </u> |
| Amount | <u> </u> | Use | <u> </u> | Period of Use: | From | <u> </u> | To | <u> </u> |
| | (cfs, gpm
or a/f) | | (dom., irri.,
stock, etc.) | | | | | (both dates inclusive) |

- (4) Priority claimed: (the date water was first applied to beneficial use) 5/8 to 13th/1949 Power & Light Co. Bill
A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. ~~Well, pump, reservoir and ditches~~
~~14" well 297' deep 50 HP Electric trubin pump~~

- [illegible]

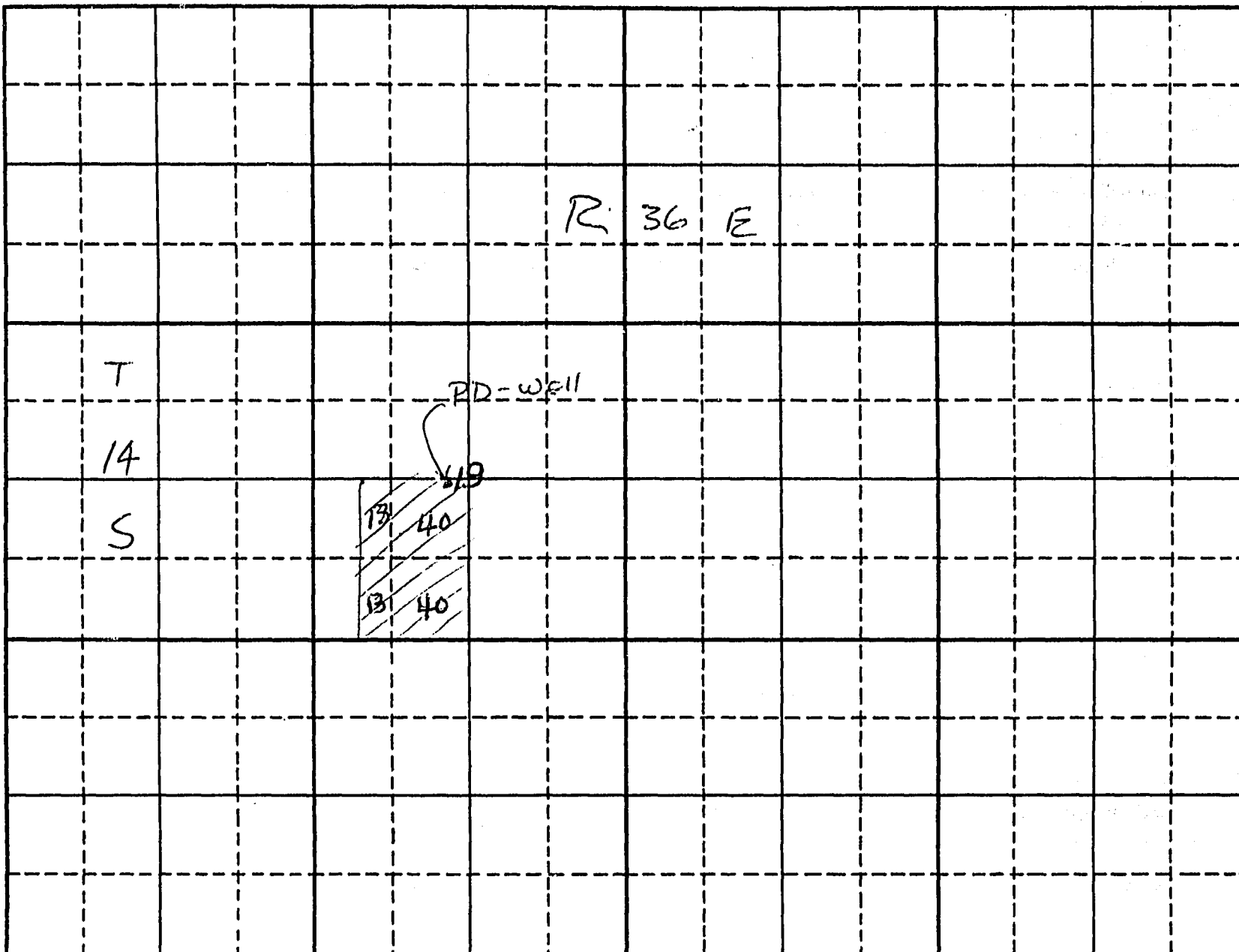
Total No. of acres 106

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: n/a

- (7) If you are claiming water as a member of an organization, list name of organization: n/a

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(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of ONEIDA) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Anna Syle M. Jones
(Claimant)

Sworn to before me this 21st day of March, 19 75.

Evelyn F. Harrison
Notary Public
Residing at Malad City, Idaho

My commission expires 2/3/77

For Department Use Only

Received by MB Date 3-28-75 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by MB Date 4-5-75 claimant by: _____
\$10.00 fee received by MB Date 4-3-75 #4176
Approved for publication by _____
Published in Idaho Enterprise _____
Dates April 10 & 17, 1975 _____

IN THE MATTER OF:

AFFIDAVIT

RECEIVED

MAR 28 1975

Department of Water Resources
Eastern District Office

State of Idaho
County of Oneida

John Lewis being first duly sworn,
deposes and says: in 1948 he and Glenn

James dug an irrigation well at
NE 1/4 SW 1/4 Section 19 Twp 14 S Rge
36 EBM Oneida County. The well was
at first known as The Jones Lewis
pump.

Since the well was dug it is
now known as The Jones-McCulloch
Pump & then later, became The
Jones Pump.

(Signature)

John Lewis

Subscribed and sworn to before me this 24 day of March, 1975

(Notary Public)

Lucy F. Harrison

Residing at

Malak, Id.

My Commission Expires

2-5-77

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Bill from the Utah Power & Light
Co
at Malad, Ida.

Malad, Idaho
June 23, 1949

Lewis & Jones Pump
% Glenn Jones
RFD # 1
Malad, Idaho

ACCT # 1-33,173

Irrigation Pumping R^{te} to 117

Meter Readings

6-13-49	0441
5-8-49	0000
	<u>441</u> x 10 = 4410 kWhrs

Demand 35

First 5 KW of demand at 4.75 x 5/30	3.96
Next 10 KW of demand at 3.50 x 5/30	5.83
Excess 20 KW of demand at 2.25 x 5/30 ...	7.50
4410 kWhrs at .005	<u>22.05</u>
	39.34

Credit -
Credit Balance 39.34

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Log of 14" well drilled by CHARLES B. GARDNER
for John Lewis & Glenn Jones (Malad Valley)

From	0 ft	to	3 ft	soil
"	3 "	"	8 "	clay, gray
"	8 "	"	17 "	gravel
	17		45	clay
	45		56	gravel
	56		70	clay
	70		90	gravel
	90		99	clay
	99		104	gravel
	104		113	clay
	113		116	gravel
	116		122	clay
	122		135	gravel
	135		148	clay
	148		153	gravel
	153		159	clay
	159		196	gravel
	196		225	clay
	225		236	gravel
	236		253	gravelly clay
	253		259	gravel
	259		269	clay
	269		272	gravel
	272		278	clay
	278		282	gravel
	282		297	clay

Well cased with 14" Double Hard Red Steel well casing

All gravel strata below 70 feet perforated

Well completed April, 1949

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APR 18 1975

Department of Water Resources
Eastern District Office

**NOTICE OF CLAIM
TO A WATER RIGHT**

No. 15-4003

Notice is hereby given that Glenn W. & Anna Lyle M. Jones, Malad, Idaho, have filed a claim to a water right established by diversion and application to beneficial use of 2.12 cubic feet per second of water from a ground-water source with point of diversion in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 19, T. 14S, R. 36E, B.M., Oneida County.

The water is claimed to be used from May 1 to Nov. 1 for the irrigation of 106 acres with a priority of May 8, 1949; the place of use is within the SW $\frac{1}{4}$, Sec. 19, T. 14S, R. 36E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON
Director

Published in the Idaho Enterprise, Malad, Idaho, on April 10 and April 17, 1975.

AFFIDAVIT OF PUBLICATION

State of Idaho
County of Oneida, ss.

Norma Peck being first duly sworn on her oath, states: That she is clerk of the Idaho Enterprise, a newspaper of general circulation in Oneida County, Idaho published weekly at Malad, in said county, that said newspaper has been published in said county uninterruptedly and continuously for over seventy-eight consecutive weeks, prior to the first publication of the annexed notice or advertisement:

That said Idaho Enterprise was at all of the times of publication of said notice a newspaper of general circulation made up of at least four pages of at least five columns each, printed from type matter or stereotyped forms of at least seventeen and three fourths inches depth, and said newspaper during all of the times of publication aforesaid had more than 200 bonafide subscribers thereto living within the county of Oneida in which said newspaper was published at regular intervals not less frequently than once a week.

That the annexed notice was published per clipping attached in the regular and entire edition of said newspaper and not in any supplement thereof for 2 successive weekly issues thereof the date of the first publication being the 10 day of April, 1975 the date of the last publication being the 17 day of April, 1975

Norma Peck

Subscribed and sworn to before me this 17 day of April, 1975

H. D. Mayhew
Notary Public, residing at Malad, Idaho

My Commission expires the 10 day of Oct, 1977

Costs:

29 lines at 23c per line first insertion \$ 6.67

..... lines tabulated at 34 $\frac{1}{2}$ c per line \$.....

15c per line each subsequent insertion \$ 4.35

TOTAL \$ 11.02

(Rates for legal notices are fixed by Idaho law)

MICROFILMED

March 28, 1975

C
Mr. & Mrs. Glenn W. Jones
Route #1, Box 148
Malad, ID 83252

Dear Mr. & Mrs. Jones:

O
Enclosed please find the claim to a water right which you submitted to this Department for processing. It is being returned because it was not submitted in complete form and the statutory filing fee of \$10.00 was not included.

P
Please complete Item 4 listing the priority date. This is determined from the time the water was finally delivered to the land for irrigation purposes.

After completing the claim form, please return it to this office with the \$10.00 filing fee.

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

Y
Very truly yours,

BILL RHOADS
Water Resource Specialist

BR:MB

Enclosure

MICROFILMED

April 4, 1975

C RE: Claim to a Water Right No. 15-4003

O Mr. & Mrs. Glenn W. Jones
Route #1, Box 148
Malad, ID 83252

Dear Mr. & Mrs. Jones:

P Attached herewith is departmental receipt No. 4176 in the amount of \$10.00 which was submitted for the above referenced claim.

Very truly yours,

Y RONALD D. CARLSON
District Engineer

RDC:MB

Attachment

MICROFILMED

NOTICE OF CLAIM TO A WATER RIGHT

NO. 15-4003

Notice is hereby given that Glenn W. & Anna Lyle M. Jones,

Malad, Idaho

have ~~has~~ filed a claim to a water right established by diversion and application to beneficial use of 2.12 cubic feet per second ~~xxxxxxfeetxxxxxx~~ of water from a ground-water source

with point of diversion in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 19, T. 14S, R. 36E, B.M.,
Oneida County.

The water is claimed to be used from May 1 to Nov. 1
for the irrigation of 106 acres

with a priority of May 8, 1949;
the place of use is within the SW $\frac{1}{4}$, Sec. 19, T. 14S, R. 36E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON

Director

Published in the Idaho Enterprise, Malad, Idaho

on April 10 and April 17, 1975

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GW-H
GW-H
MB-A

1975-1976

1975-1976

1975-1976

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**MB NOTICE OF CLAIM
TO A WATER RIGHT**

Notice is hereby given that Glenn W. & Anna Lyle M. Jones, Malad, Idaho, have filed a claim to a water right established by diversion and application to beneficial use of 2.12 cubic feet per second of water from a ground-water source with point of diversion in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 19, T. 14S, R. 36E, B.M., Oneida County.

The water is claimed to be used from May 1 to Nov. 1 for the irrigation of 106 acres with a priority of May 8, 1949; the place of use is within the SW $\frac{1}{4}$, Sec. 19, T. 14S, R. 36E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON

Director

Published in the Idaho Enterprise, Malad, Idaho, on April 10 and April 17, 1975.

*Called
4-9-75
MB*

April 4, 1975

RE: Claim to a Water Right No. 15-4003 - Jones

Idaho Enterprise
P.O. Box 205
Malad, Idaho 83252

766-2951

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 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. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

RONALD D. CARLSON
District Engineer

RDC:CW

Bill submitted _____ by _____

Enc: Legal Notice

MICROFILMED

April 28, 1975

RE: Claim to a Water Right No. 15-4003

Glenn W. & Anna Lyle M. Jones
Rt. #1, Box 148
Malad, Idaho 83252

Dear Mr. Jones:

The Department of Water Resources has completed the processing of your claim to a water right and no further action is authorized under Section 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

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 supporting evidence that you would like to have included in your claim file, you may have that information or evidence added 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,

RONALD D. CARLSON
District Engineer

RDC:CW

Enc: Copy of Claim

MICROFILMED

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

FEB 24 1998

Department of Water Resources

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

Incomplete forms will be returned.

1. Water Right Number(s) 15-04003
 Adjudication Claim Number(s) _____

2. The following REQUIRED information must be submitted with this form.

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) _____

4. New Owner/Claimant(s) Mark D. John

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address 415 N 3100 W

City, State and ZIP Code Malad Idaho 83252

New Telephone Number (208) 766-4438

5. Date you acquired the property January 21, 1997

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

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

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

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

7. Signature of New Owner/Claimant(s) Mark D. John Date 2-13-98

Joe Lynn John Date 2-13-98

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

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

RECEIVED

FEB 18 1998

Department of Water Resources
Eastern Region

RECEIVED

8001 4 8 037

INSTRUCTIONS

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

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

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

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.

4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

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

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

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

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

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

BUY-SELL AGREEMENT

THIS AGREEMENT, made and entered into at Malad City, Idaho, this 21st day of January, 1997, between ANNA LYLE JONES and GLYNIS JONES GOOCH, joint tenants, hereinafter referred to as the SELLER, and MARK D. JOHN and JoLYNN JOHN, husband and wife, whose current address is 415 North 3100 West, Malad City, Idaho, hereinafter referred to as the BUYER,

WITNESSETH:

1. **PROPERTY DESCRIPTION.** For the consideration and on the terms and conditions herein set forth, the Seller agrees to sell, and the Buyer agrees to purchase that certain real property situated in Oneida County, State of Idaho fully described as follows:

Commencing at the Southeast Corner of the SW $\frac{1}{4}$ of Section 19, Township 14 South, Range 36 East, Boise Meridian; thence running West 106 rods, thence North 160 rods, thence East 106 rods, thence South 160 rods to the point of beginning.

SUBJECT to existing roadways and easements.

TOGETHER with the deep irrigation well situated upon said premises and licensed by the Department of Water Resources of the State of Idaho

2. **SELLING PRICE.** The Buyer agrees to pay for said real property the sum of **NINETY SIX THOUSAND DOLLARS (\$96,000.00)** lawful money of the United States of America, strictly within the following terms, to-wit:

a. The sum of \$10,000.00 on the execution and delivery of this agreement, the receipt whereof is hereby acknowledged.

b. The balance of \$86,000.00 with interest at the rate of Eight per cent (8.00%) per annum from date hereof, shall be payable in annual installments of \$9,566.35, principal and interest. First installment of principal and interest due January 21, 1998, and annually thereafter.

c. All payments made hereunder shall be credited first to interest and the balance to principal.

d. Prepayment privileges shall be at the sole discretion of the Seller.

3. **POSSESSION.** Buyer shall be entitled to immediate possession of said real property.

4. **SELLER'S SECURITY INTEREST.** Title to the real property sold hereunder shall remain in the Seller as security for the payment of the purchase price. Buyer agrees not to mortgage, hypothecate or in any manner encumber the title to the real property and to protect the same against any liens being filed which would adversely affect the title thereto.

5. **TAXES.** Seller agrees to pay all real property taxes levied and assessed for the

year 1996 and prior years. Taxes for the year 1997 and thereafter shall be paid by the Buyer.

6. WASTE OR DAMAGE. Buyer agrees that they will not commit or suffer to be committed any waste, spoilage or destruction in or upon said premises.

7. ESCROW AND WARRANTY DEED. The Seller agrees to execute in favor of the Buyer a Warranty Deed in the usual form to the premises, and to place the same in escrow with the IRELAND BANK at Malad City, Idaho, and upon the payment by the Buyer of the purchase price as herein provided, agrees that said Deed shall be delivered to the Buyer, their heirs or assigns. All escrow fees shall be paid one-half by the Seller and one-half by the Buyer.

8. TITLE INSURANCE. Seller agrees to provide the Buyer with a title insurance policy showing marketable title to the premises sold in the amount of the purchase price.

9. DEFAULT. In the event of the failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments, whether of principal, interest, or taxes, when the same shall become due, or within thirty (30) days thereafter, or if Buyer abandons the said property or in any other way breaches this agreement, or if Buyer files a voluntary, or there is filed against Buyer an involuntary petition under any facet of the bankruptcy act (it being understood that said grace periods apply only to payments to be made by Buyer as herein provided), the Seller, at her option, shall have the following alternative remedies:

(a) Seller shall have the right, upon failure of the Buyer to remedy the default within thirty (30) days after receipt of written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, provided such forfeiture is not unconscionable, and the Buyer agrees that the Seller may, at her option, reenter and take possession of said premises as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or,

(b) The Seller may bring suit and recover judgment for all delinquent installments and advancements made by the Seller, including costs and attorney's fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or,

© The Seller shall have the right, at her option and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage and pass title to the Buyer subject thereto and proceed immediately to foreclose the same in accordance with the laws of the State of Idaho and have the property sold and the proceeds applied to the payment of the balance owing, including advancements made by the Seller for taxes, costs and attorney's fees. The Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same first, to the payment of costs and expenses incident to maintaining and caring for the premises; second, to receiver's costs and expenses; third, to advancements made by Seller for taxes; and fourth, to accrued interest on the sums owing Seller hereunder and the balance, if any, to the reduction of principal due hereunder, including any sums advanced by Seller. Buyer specifically consents to the appointment of Seller as receiver. Upon entry of a foreclosure decree, Seller, or any purchaser at the foreclosure sale, shall be entitled to the possession of said of the said premises during the

period of redemption. Upon giving notice of Sellers' election of this remedy, which notice shall be given through the escrow holder, said escrow holder is authorized and directed to return the documents held by it in escrow to Seller without further notice or demand.

11. ATTORNEY FEES IN CASE OF DEFAULT. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue from enforcing this agreement or in obtaining possession of the premises covered hereby or in pursuing any remedy provided hereunder or by the statutes of the State of Idaho, whether such remedy is pursued by filing a suit or otherwise.

12. MANNER OF GIVING NOTICE. Any notice permitted or required to be given hereunder or under the laws of the State of Idaho may be given personally or by registered or certified mail at the election of the party giving notice.

13. ACCEPTANCE OF PROPERTY. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants or agreements between the parties hereto with reference to said property except as herein specifically set forth.

14. ASSIGNMENT OF AGREEMENT. This agreement shall not be assignable by the Buyer without the consent of the Seller thereto first had and obtained in writing. It is agreed that this consent will not unreasonably be withheld.

15. DOCUMENT PREPARATION. It is agreed that E. L. Scott, attorney at law, has been employed to prepare the documents used in this transaction, and that he is not acting as attorney for either the Seller or the Buyer, and both have been advised to seek the services of an attorney of their choice should they so desire. The Seller and Buyer have agreed to share equally the costs of his services rendered herein.

16. TITLE AND WARRANTIES. Sellers agree to furnish Buyers marketable title to the premises, free and clear of all encumbrances.

17. CLOSING. It is agreed that the closing of this transaction shall be at Scott's Land Title Co. at 44 North Main Street in Malad City, Idaho, on January 21st, 1997, and that closing costs shall be paid one-half by the Seller and one-half by the Buyer.

18. MISCELLANEOUS. It is agreed that time is of the essence of this agreement. As used in this agreement, the term Seller shall include all sellers, whether one or more; and the term Buyer shall include all buyers, whether one or more; and the masculine shall include the feminine and the feminine the masculine when the context so requires.

The terms of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

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

SELLER:

Anna Lyle Jones
ANNA LYLE JONES

Glynis Jones Gooch
GLYNIS JONES GOOCH

BUYER:

Mark D. John
MARK D. JOHN

Jo Lynn John
JoLYNN JOHN

STATE OF IDAHO

COUNTY OF ONEIDA,

SS

On this 21st day of January, 1997, before me, the undersigned Notary Public in and for said State, personally appeared ANNA LYLE JONES, GLYNIS JONES GOOCH, MARK D. JOHN, and JoLYNN JOHN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Mark Williams
Notary Public
Residing at Malad City, Idaho

Microfilm No. 123880
22 Day January 1997
At 11:10 o'clock AM
Shirley E. Landell
Oneida Co. Recorder
Fee \$ 3.00
Recorded at Request of E. R. Scott Deputy

NOTIFICATION OF CONTRACT

NOTICE IS HEREBY GIVEN that on January 21, 1997, ANNA LYLE JONES and GLYNIS JONES GOOCH, joint tenants, entered into a contract to sell the following described real property situated in the County of Oneida, State of Idaho, to MARK D. JOHN and JoLYNN JOHN, husband and wife, whose current address is:

415 North 3100 West
Malad City, Idaho, 83252

Said real property is described as follows:

REAL PROPERTY situated in the County of Oneida, State of Idaho, to-wit:

Commencing at the Southeast Corner of the SW¼ of Section 19, Township 14 South, Range 36 East, Boise Meridian; thence running West 106 rods, thence North 160 rods, thence East 106 rods, thence South 160 rods to the point of beginning.

SUBJECT to existing roadways and easements.

TOGETHER with the deep irrigation well situated upon said premises and licensed by the Department of Water Resources of the State of Idaho

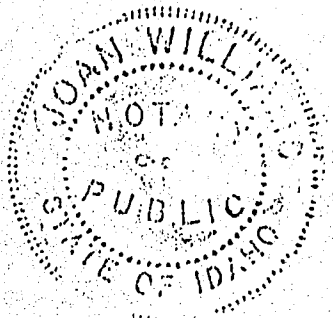
DATED the 21st day of January, 1997.

Anna Lyle Jones
ANNA LYLE JONES
Glynis Jones Gooch
GLYNIS JONES GOOCH

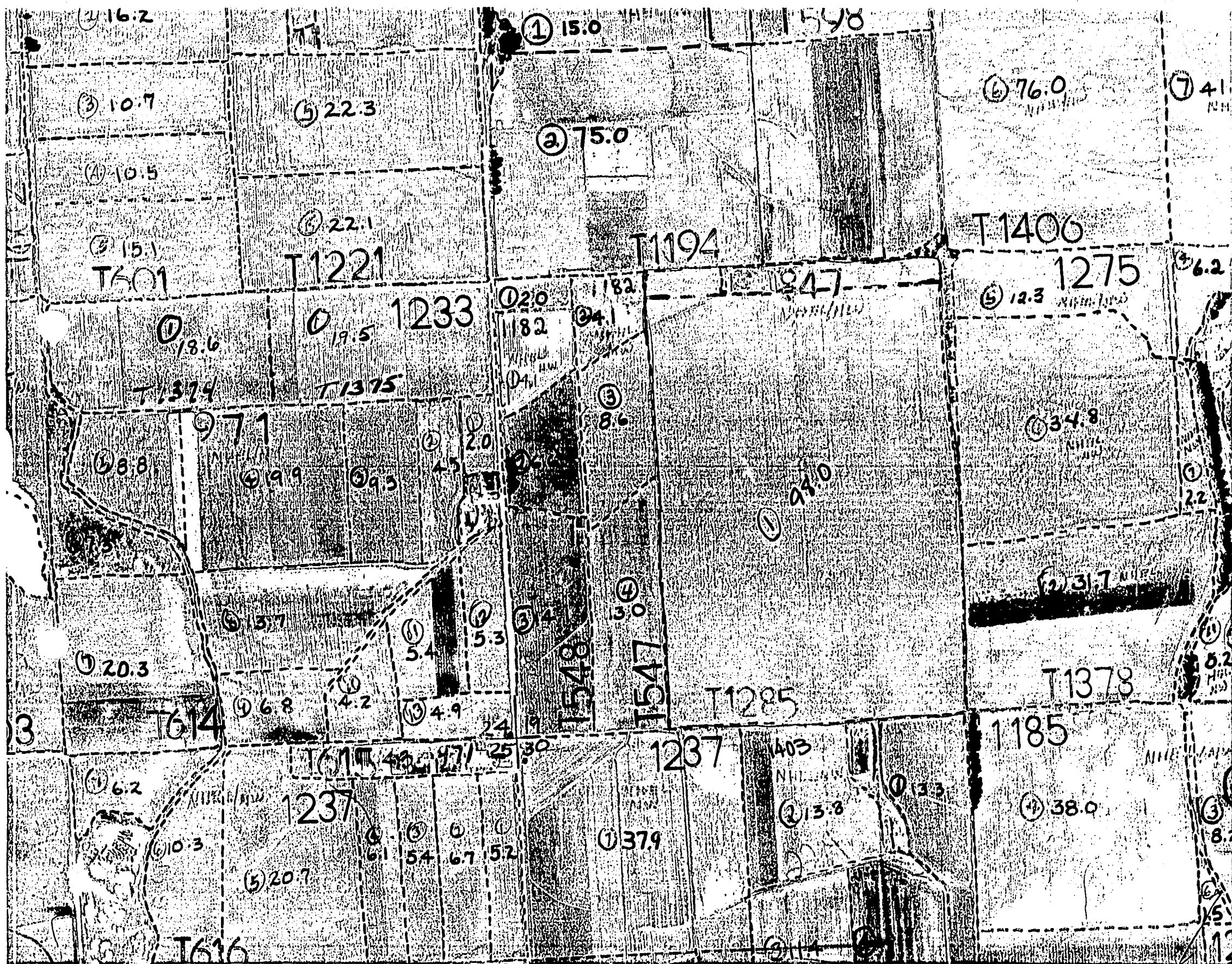
STATE OF IDAHO
COUNTY OF ONEIDA, ss

On this 21st day of January, 1997, before me, the undersigned Notary Public in and for said State, personally appeared ANNA LYLE JONES and GLYNIS JONES GOOCH, 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 seal the day and year in this certificate written.



Joan Williams
Notary Public
Residing at Malad City, Idaho



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FEB 6 1976

Department of Water Resources

State of Idaho

License and Certificate of Water Right

Water License No. 15-2047
G-25393

Amount 1.34 c.f.s.

Water District No.

Priority January 24, 1955

THIS IS TO CERTIFY that JOHN LEWIS
of Malad City, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated January 24, 19 55; that Permit No. G-25393
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
1.34 second feet, was issued thereunder on December 9, 19 57, showing that said works
were completed on the 1st day of February, 1957; and that on the 1st
day of February, 19 57, JOHN LEWIS

of Malad City, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean, for the purpose of Irrigation

, under Use Permit No. G-25393 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
10 of Licenses at page 6211, on the 9th day of December, 19 57;

The right hereby confirmed dates from January 24, 19 55;

The Point of Diversion is located

in the SE 1/4 NE 1/4, Sec. 25, Tp. 14 S., R. 35 E., B. M. County Oneida

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 1.34 cubic feet per second.

Description and location of use:

Twsp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
14 S.	35 E.	25	SE 1/4 NE 1/4 SW 1/4 NE 1/4	40 40	40 40
Total number of acres irrigated					80

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
9th day of December, 19 57.

/s/ Mark R. Kulp
State Reclamation Engineer.

(SEAL)

D

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John Lewis
does not want
this paper.

RECEIVED

FEB 6 1976

Department of Water Resources

Malad city, Idaho
2/5/76

State of Idaho Dept. of Water Res.
State Office 614 State St. Ammon
Boise, Idaho 83720

Dear Sirs;

We would like a State of Idaho
License and Certificate of Water Right
for the Jones, McCulloch well now the
Jones well claim no 15-4003. We
understand the filing of this claim
does not guarantee a Water Right

Enclosed find a water
permit License and Certificate
of Water Right nos. G-25393 and
15-2047 for John Lewis. He said
he doesn't want it, please make
note and give credit for it, then
as we do not want to pay the fee for it

Sincerely

Mr & Mrs Glenn Jones

RT 1 BOX 148

Malad city, Idaho

P.S. On the Water Right requested please
issue to Emma Lyle McCulloch Jones
Glenn Jones and heirs (over)

February 9, 1976

Mr. & Mrs. Glenn W. Jones
Route 1, Box 148
Malad City, Idaho 83252

Dear Mr. & Mrs. Jones:

We received your letter of February 5, 1976, concerning the water rights that had been established for the use of the Jones, McCulloch well.

We can only issue a water right permit and subsequently a water right license for the use of unappropriated waters for the State of Idaho and according to the procedures set forth in the Idaho Code. Therefore, if you would make application for a permit the earliest priority that could be established on that permit and for which a license could be issued would be 1976.

This water right license would also simply be evidence of a water right from this well. It perhaps, would be better evidence than a claim since the well and the land irrigated would be examined by someone from this Department. The loss of some 27 years of priority, however, may not be worth the establishment of better evidence.

If in the future a problem develops in this area and it is necessary for the water rights to be determined by the District Court, then both the claim to a water right that you have filed will be considered along with and may be just as valid as any water right license that has been issued by this Department.

Enclosed is a water right application form along with the instructions for its completion if you wish to initiate a filing. We suggest that you contact our Regional Office in Idaho Falls, however, so that they might advise you and discuss more fully this situation.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

Enclosure

cc: Idaho Falls Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

USE TYPEWRITER OR
BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER

Name Mark D. John
Address 415 N. 3100W. Malad, Id. 83252
Owner's Permit No. 15-98-E-0002-200

2. NATURE OF WORK

☐ New well ☐ Deepened ☒ Replacement
☐ Abandoned (describe method of abandoning) _____

3. PROPOSED USE

☐ Domestic ☒ Irrigation ☐ Test ☐ Municipal
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type)

4. METHOD DRILLED

☐ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary
☒ Cable ☐ Dug ☐ Other _____

5. WELL CONSTRUCTION

Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____
Thickness 1/4" inches Diameter 16" inches + 1 feet 233 feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet

Was casing drive shoe used? ☒ Yes ☐ No
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☒ Yes ☐ No
How perforated? ☐ Factory ☒ Knife ☐ Torch
Size of perforation 1/4" inches by 4" inches

Number From To
80 perforations 190 feet 184 feet
28 perforations 132 feet 125 feet
65 perforations 110 feet 70 feet

Well screen installed? ☐ Yes ☒ No
Manufacturer's name _____

Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____
Placed from _____ feet to _____ feet

Surface seal depth 20' Material used in seal: ☐ Cement grout
Bentinite ☐ Puddling clay ☐ Well cuttings

Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing
☒ Overbore to seal depth

Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent
Weld

☐ Cemented between strata
Describe access port _____

7. WATER LEVEL

Static water level 62'6" feet below land surface.
Flowing? ☐ Yes ☐ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: ☐ Valve ☐ Cap ☐ Plug
Temperature _____ °F. Quality _____

8. WELL TEST DATA

☐ Pump ☐ Bailor ☐ Air ☐ Other _____

Discharge G.P.M.	Pumping Level	Hours Pumped

9. LITHOLOGIC LOG

Hole Diam.	Depth		Material	Water	
	From	To		Yes	No
16"	0	4	Top Soil		
	4	18	gravel + clay		
	18	35	Brown clay + sand		
	35	50	Brown clay		
	50	60	gravel		
	60	90	Brown clay + gravel	*	
			a little water at		
	90	93	gravel	*	
	93	99	Brown clay		
	99	107	gravel	*	
	107	128	Brown + green clay		
	128	130	gravel	*	
	130	145	clay + gravel		
	145	165	Brown clay		
	165	167	gravel	*	
	167	169	Sticky brown clay		
	169	205	Hardpan clay + gravel		
	205	208	clay		
	208	209	gravel	*	
	209	215	clay		
	215	228	clay + gravel		
	228	233	gravel	*	
	233	350	brown clay		

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APR 27 1998

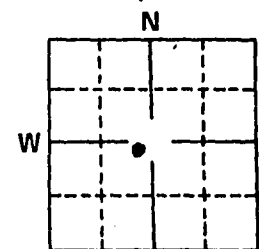
Department of Water Resources
Eastern Region

10.

Work started 2/23/98 finished 3/25/98

6. LOCATION OF WELL

Sketch map location must agree with written location.



Subdivision Name _____

Lot No. _____ Block No. _____

County Oneida

NE 1/4 SW 1/4 Sec. 19, T. 14 N. R. 36 E.

11. DRILLERS CERTIFICATION

I/We certify that all minimum well construction standards were
complied with at the time the rig was removed.

Firm Name L.W. Frandsen & Sons Firm No. #354

Address Box 357 Lava Hot Spring Date 3/25/98

Signed by (Firm Official) L.W. Frandsen & Sons

and

(Operator) Tricky Frandsen



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

May 11, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MARK D JOHN
415 N 3100 W
MALAD CITY ID 83252

RE: Statutory Claim 15-04003

Dear Mr. John:

The Department is in receipt of the correspondence changing ownership of the above referenced statutory claim to you. We have modified our records to reflect this change in ownership and a computer generated report is enclosed.

If you have any questions regarding this matter, please feel free to contact me at 208-327-7947.

Sincerely

A handwritten signature in black ink, appearing to read 'Jim Johnson', written over the typed name and title.

JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure