

- Backfiles confirm a pump, pipeline and reservoir with a 12' high dam. Upper Irrigation POD: Dam 12' to ditch. Middle Irrigation POD: Ditch from stream. Lower Irrigation POD: Dam 6' with pump. Stock water: Instream

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Irrigation purposes from 03/15 to 11/15 amount 0.49 or

For Stockwater purposes from 01/01 to 12/31 amount 0.03 or

For purposes from to amount or

For purposes from to amount or

7. Total quantity claimed (a) 0.52 (cfs) and/or (b) (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) Stockwater: Number of livestock: 50 Head(25 cow/calf pairs)

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	43E	3										11.1	7.5						18.6
												S							
13S	43E	4													2.4			3.7	6.1
															S			S	

Parcel no(s) RP13S43E034200 Total number of acres irrigated 24.7

10. In which county(ies) are lands listed above as place of use located? Bear Lake

11. Do you own the property listed above as place of use? Yes (✓) No ()
If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
or None (✓)

13. Remarks (Include an explanation of the priority date selected):

~~The unnamed stream mentioned in (3) was named as "Birch Springs" in the posted notice and claim. The posted notice states "all the waters of the said spring and all streams and springs flowing into the same".~~

~~"Stream" and "spring" refer to the same water body where the water is diverted from. Birch Springs is not named on the USGS Topographic Map, but it is located at Township 12S, Range 43E, Section 34, NE 1/4 of SW 1/4.~~

~~The diversion works descriptions reflect the pre CRP condition. The priority date claimed is the same priority date that is mentioned in the original posted notice by John Hymas. See attachments supporting historical beneficial use and place of use claimed, including: 1) Map of POU and POD; 2) Supplemental map showing spring; 3) Affidavit of water use history and documentation of CRP; 4) Narrative of POU following fence line; 5) Chain of Title; 6) Field-observation narrative; 7) Posted notice from 11-4214 water-right backfile.~~

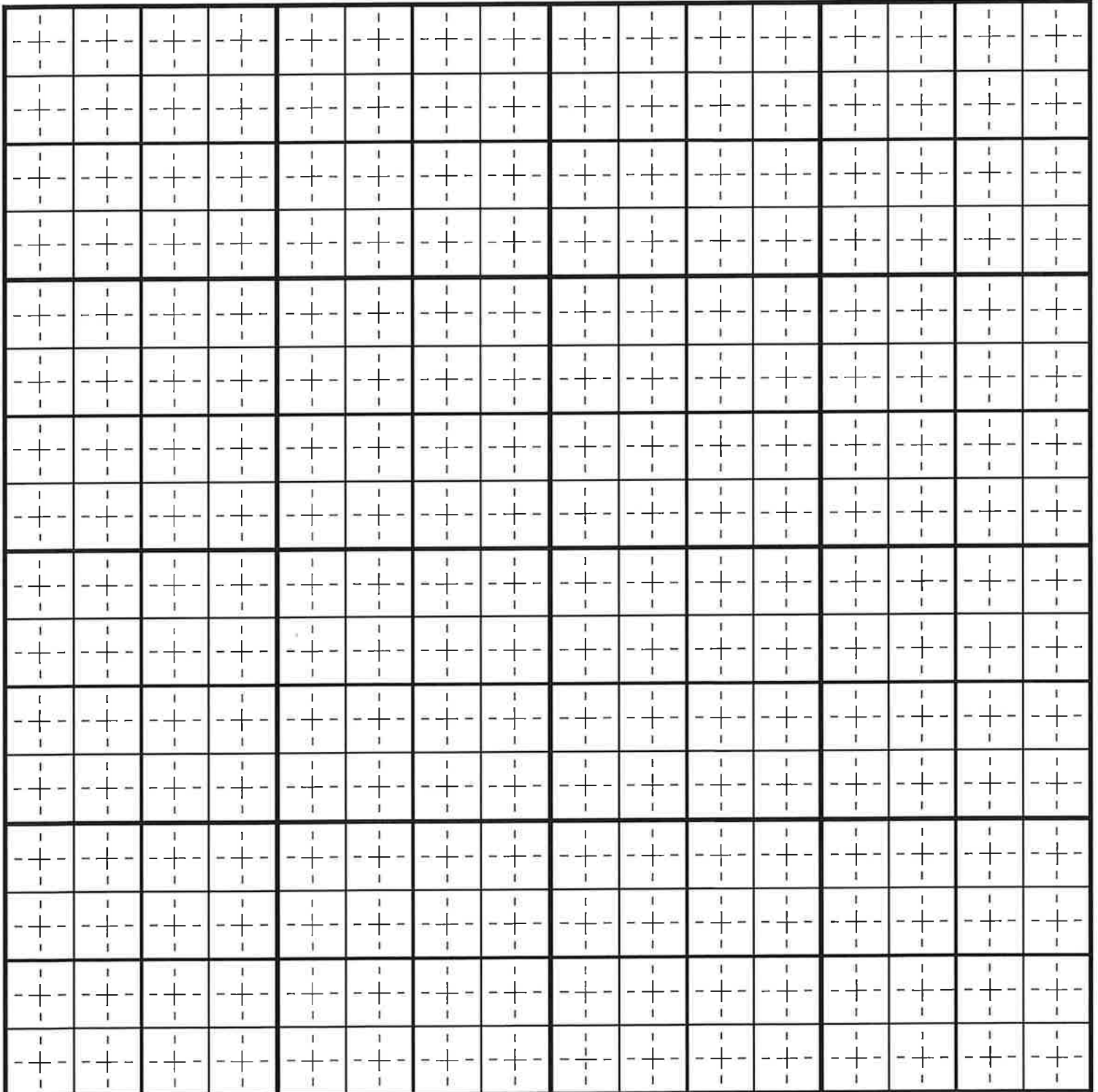
Name of claimant(s) Angela Pelissie

Claim ID

Map of Project: Attach aerial photograph or topographic map showing clearly the point of diversion, place of use, section number, township, and range number, unless unavailable. Otherwise sketch the elements above on the grid below.

Scale: 2 inches equals 1 mile

SEE ATTACHED MAP



Name of claimant(s) Angela Pelissie

Claim ID _____

14. Basis of claim (Check one) Beneficial Use () Posted Notice (✓) License () Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 11-4214

15. **Signature(s)**

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Bear River Basin Water System Adjudication."

(b.) I/We do () do not (✓) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 7

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) A Pelissie Date: 10/16/23

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Agent's title (Please print) of _____
Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) Payton Hampton, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

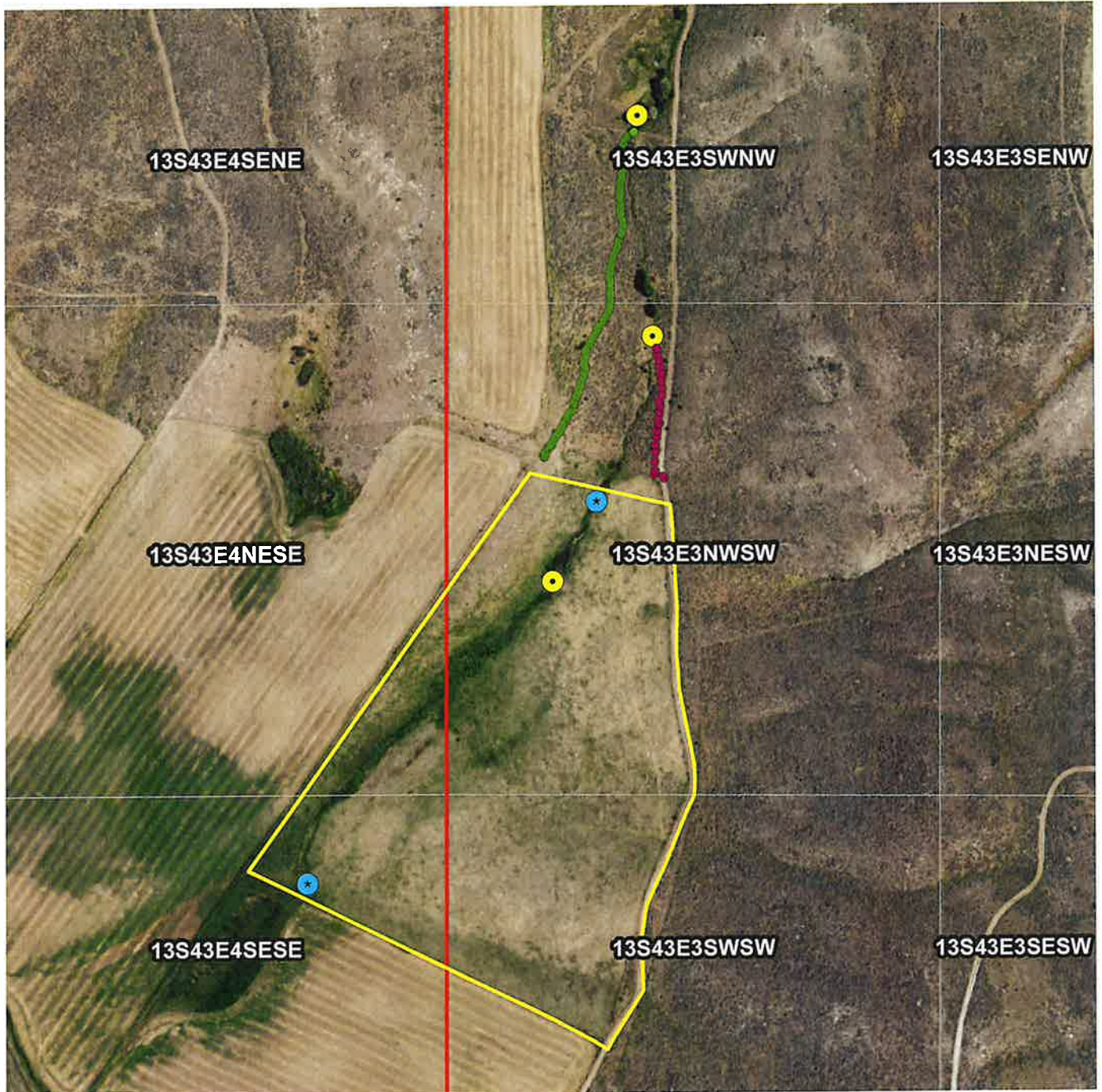
Signature S/Payton Hampton Date 10/16/2023

Address Parsons Behle & Latimer at 350 Memorial Dr Ste 300, Idaho Falls, ID 83402

Name of claimant(s) Angela Pelissie Claim ID _____

Claim Map

Based on WR Number: 11-4214



0.1 0.05 0 0.1 Miles

Claimant: Pelissie Claim
Claim No: _____

Date Created: 07/24/2023

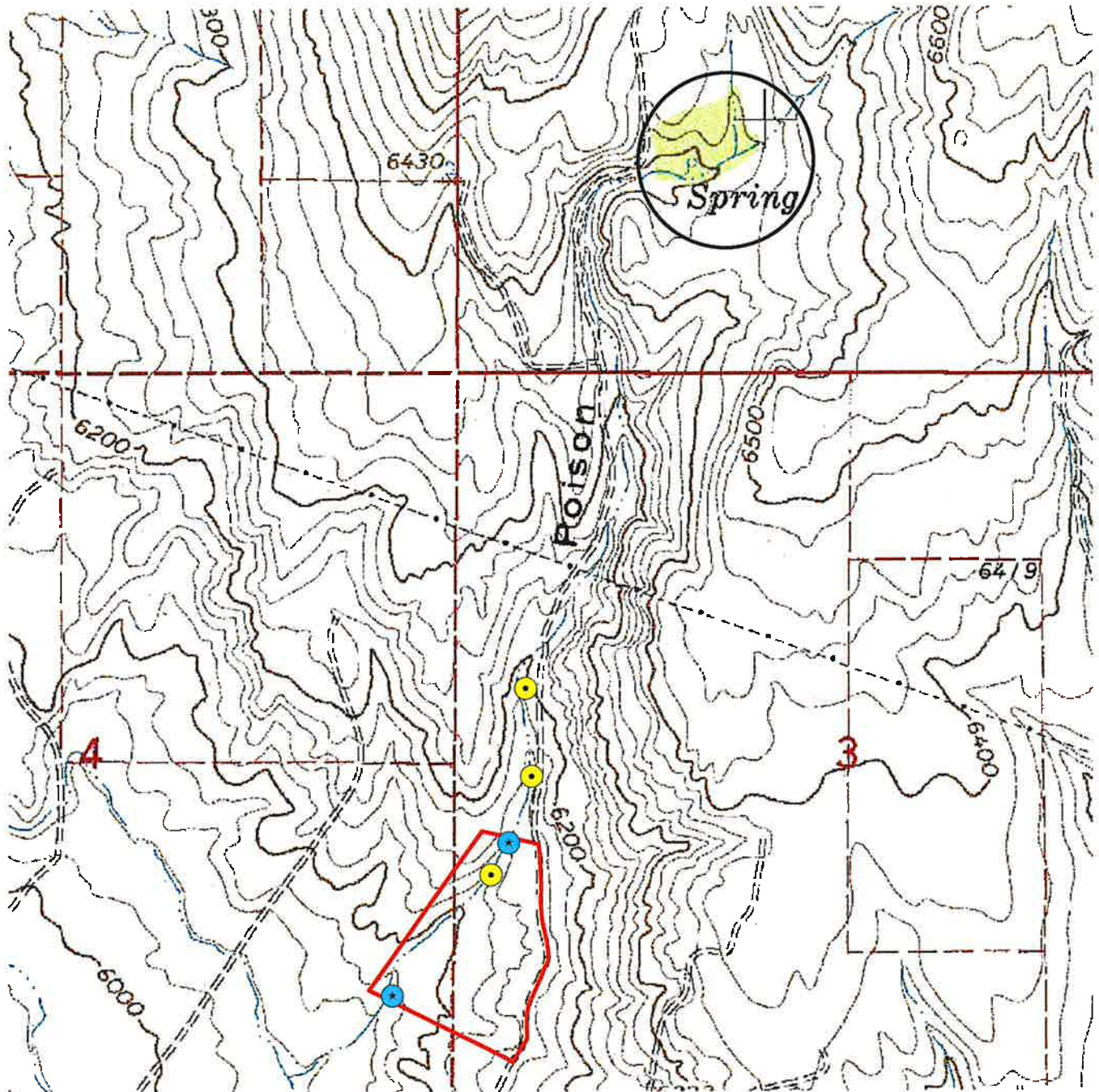
- East Ditch Trace
- West Ditch Trace
- Stock POD
- POU
- Irrigation POD
- Qq_se.shp

Base Map: USDA NAIP 2021



Additional Claim Map

Based on WR Number: 11-4214



0.15 0.075 0 0.15 Miles



Claimant: Angela Pelissie

Claim No: _____

- Stock POD
- Irrigation POD
- POU



Base Map: USDA Topographic Map 2021

Date Created: 07/25/2023

**Additional Attachment: Affidavit of Irrigation History and
Documentation of CRP**

Payton Hampton, ISB #11529

PARSONS BEHLE & LATIMER

350 Memorial Drive, Suite 300

Idaho Falls, Idaho 83402

Telephone: 208.522.6700

Facsimile: 208.522.5111

PHampton@parsonsbehle.com

Attorneys for Angela Pélissié

SWORN AFFIDAVIT OF LORENE ROBERTS TOVEY

STATE OF TEXAS	}	ss.
County of Denton		

I, Lorene Roberts Tovey, being first duly sworn, depose and say:

1. I am over the age of 18 and have personal knowledge of the facts set forth herein.
2. I am competent to provide this sworn statement regarding the history and use of water at Birch Springs, near Liberty, ID.
3. I, Lorene Wyler Roberts, married LaMar Roberts on May 28, 1953, and immediately moved to the Roberts family homestead in Liberty, ID. My new in-laws were David and Lottie Roberts.
4. David, Lottie, LaMar and I worked together tirelessly on all of the land to improve it. Specifically, the "upper fields," as we still call it, was used for gardening, haying, and stock water. The "upper fields" are the place of use listed under water right 11-4214.
5. The fence around the upper fields has been in the same places the entire time I have been acquainted with them, since 1953.
6. Birch Springs, the source for water right 11-4214, was planned for, used, and preserved with several cascading ponds built with berms and dams. Small ditches and hoses with small gasoline pumps were used to move water around the entire property.
7. Later LaMar and I bought the "upper fields" and water from David and Lottie. LaMar continued to work the land and used the water every year for stock and irrigation.

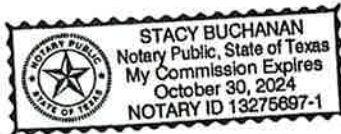
8. In 1975 Lamar and I developed a plan and installed another reservoir for the property. This is supported by a ledger entry I wrote at that time. Attached as Exhibit A is a true and correct copy of the ledger entry.
9. This reservoir was located upstream from the upper fields, on RP13S43E034025, owned by my daughter, Cathy Scott.
10. The water got to the "upper fields" from that reservoir via several ditches that came into the northern side of the "upper fields."
11. Lamar was continuing to develop the water distribution on the upper fields until October 13, 1983, when he died suddenly.
12. I leased the "upper fields" with the water in the Spring of 1984 to Fern Derricott of Liberty, and then to Grant Passey of Paris, ID. They planted barley and wheat and irrigated it.
13. Fern and Grant paid pretty well and I was happy, but Grant was also a banker, and he told me that I would benefit from the new CRP program. I researched and met with the local USDA reps and decided to put the "upper fields" into CRP on April 23, 1987.
14. The "upper fields" were leased to Fern and then Grant from the Spring 1984 until the "upper fields" were put into CRP in 1987.
15. Lottie Roberts inherited the "upper fields" and Birch Springs water right from her father, John Hymas.
16. John was sent to help settle the Liberty area in 1864. It is well-known and documented that John walked all over this valley. John even walked through the Emigration Canyon to Cache Valley when wheat was needed, as documented in the "History of Bear Lake Pioneers", compiled by Edith Parker Haddock.
17. John Hymas discovered Birch Springs in the Winter of 1864 when he helped David King who had a stranded cow in the "Liberty Hills."
18. This is documented in "A collection of biographies for Bear Lake, Franklin, and Oneida Counties, Idaho from settlement to 1916 by Rasmussen, Glenys J."
19. John Hymas posted a public notice /claim for Birch Springs on March 23, 1887.
20. I sold the "upper fields" and water to my granddaughter Angela Pélissié on February 22, 2017. The water right was changed into her name on April 24, 2017.
21. The "upper fields" had continuously been in CRP since 1987 and remained in CRP when I sold them to Angela Pélissié in 2017.

22. I declare under penalty of perjury, pursuant to the laws of
the state of Idaho, that the foregoing is true and correct.

DATED October 2023.

By: *Lorene Roberts Tovey*
Lorene Roberts Tovey

SUBSCRIBED AND SWORN to before me this day of October 2023.



Stacy Buchanan
Notary Public for Texas
Residing at: Denton, TX
My Commission Expires: 10/30/2024

30762.001\4877-1084-5291.v1
4874-0238-9119.v1
4860-4466-8296.v1

EXHIBIT “A”

April 1, 1975

Little one milk cow
Black Angus - Bull
Calves
Dulac horses
5 dogs - three, tripe, one
cat - dark

Mr. changed job on Sept. 28th 74
Working for Washington Const - out of town
Dad - Little moved to Sullivan -

Went to Hawaii on Feb 12th to Feb. 19th
Stayed with Joan - Absolutely wonderful
John met me at airport - Spent 4 days
in night with us out at Joan's - He is
at school in Earl Harbor - Has been in
"Drum" for past 3 months -

Bought 4 dr. Ford F.T.D. Gold - \$4,000.00
Habit sold a calf 1st - Price in
rock bottom -

Went through the Ogden, Idaho Falls, & Hawaii
temples for first time -

Don still at Allingra - Just raised
my wage to \$2.50 hr - \$200.00 bonus
for Christmas

Built reservoir in upper field

Bought Cold Spot 17 ft. Chest freezer through
Luna on 2-29-75 - \$289.99 tax \$20
Shipping \$25.05 total \$320.00

Lorene puts Upper Field & On top in CRP.

87-96

Form Approved - OMB No. 0560-0125 5-CH

CRP-1 (02-21-86) U.S. DEPARTMENT OF AGRICULTURE Agricultural Stabilization and Conservation Service Conservation Reserve Program Contract

ST. & CO. CODE 56 2. CONTRACT NO. 160078 3. FARM NO. A-265

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): The authority for requesting the information to be supplied on this form is the Food Security Act of 1985, P.L. 99-198, and the regulations promulgated thereunder (7 CFR Part 704) and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court, magistrate, or administrative tribunal. Furnishing of the Social Security Number (SSN) is mandatory. Furnishing all other information is voluntary; however, failure to furnish the correct, complete information requested will result in rejection of the offer to enter into the contract.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners and operators (referred to as "Owner" and "Operator", respectively) on the farm identified above (referred to as "Farm") for the fields and acres (referred to as "designated acreage") identified in Items 8-17 below and on the CRP-1A Addendum, as applicable. The Owner and Operator agree to place the designated acreage into the Conservation Reserve Program ("CRP") for a period of 10 crop years from the date the Contract is executed by the CCC. The Owner and Operator also agree to implement on such designated acreage the Conservation Plan developed for such designated acreage and approved by the applicable local conservation district based upon the conservation practices identified in Items 10 and 15 below and in Items 4 and 9 on the CRP-1A Addendum or such other conservation practices as are identified in the Conservation Plan and agreed to by the Owner and Operator. The Owner and Operator and CCC agree to comply with the terms and conditions contained in this Contract and contained in the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, each Owner and Operator acknowledges that a copy of the Appendix has been provided to the Owner and Operator and that the Owner and Operator has signed the last page of such Appendix which will be kept on file in the County Agricultural Stabilization and Conservation Service (ASCS) Office. By signing below, the Owner and Operator also agree to allow CCC a period of 30 days from the close of the applicable sign-up period to accept this Contract and agree to pay liquidated damages in an amount specified in the Appendix if the Owner and Operator do not allow CCC such 30-day period in which to execute this Contract.

4. OWNERS AND OPERATORS

A. OPERATOR NAME AND ADDRESS
Lorene Hartgrove
Ovid, Idaho 83260

B. OWNER NAME AND ADDRESS
Lorene Hartgrove

C. NAME AND ADDRESS

D. NAME AND ADDRESS

5. ACRES FOR CRP
81.6
61.2

6. RENTAL RATE PER ACRE
\$ 42.00

7. CONTRACT PERIOD
FROM 1987 TO 1996

TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
8	9	10	11	12	13	14	15	16	17
391A	1A	CP1	10.3	50%					
385A	1	CP1	28.4	50%					
385A	2	CP1	32.1 15.6	50%					

18. ANNUAL PAYMENT
\$ 3427.

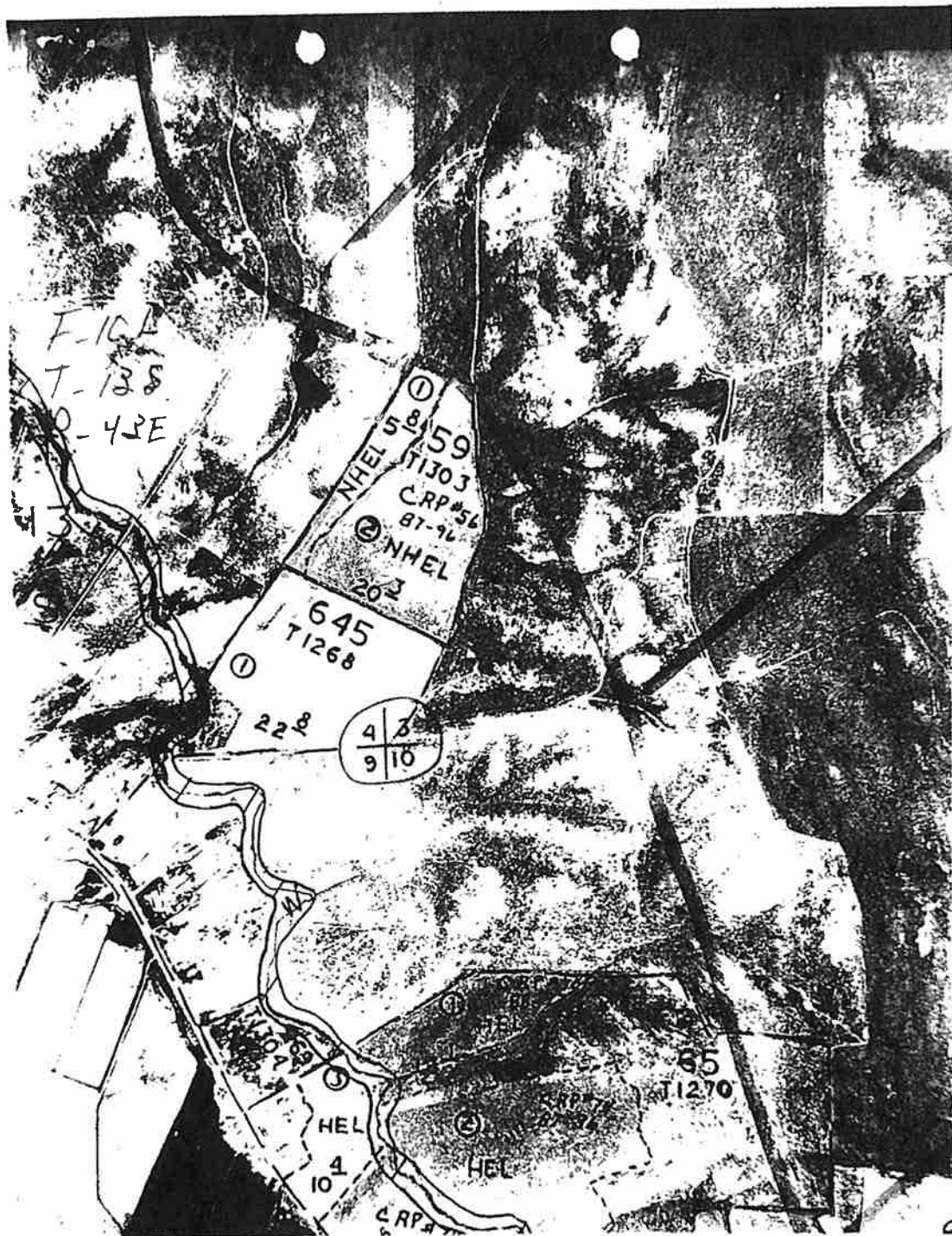
19. CCC USE ONLY - Payments according to the shares are approved.

CCC REPRESENTATIVE'S SIGNATURE
R. L. L. Jr.

DATE
4/28/87

ORIGINAL - COUNTY OFFICE COPY

Upper Fields file



#50

1 yr extension
10/1/96 - 9/30/97

REPRODUCE LOCALLY. Include form number and date on all reproductions.

Form Approved - OMB No. 0560-0125

CRP-1F Addendum (03-15-96) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation

1. ST. & CO. Code
16-007-8

2. Contract Number
56

3. Farm Number
59

CRP-1 MODIFICATION TO EXTEND THE EXPIRATION DATE FOR 1 YEAR

4. TERMS TO EXTEND EXPIRATION DATE OF THE CRP-1 CONTRACT

This contract modification is entered into by the Commodity Credit Corporation (CCC) and the undersigned participant(s) of the Conservation Reserve Program (CRP) contract in item 2 above.

By signing this contract modification, the participant(s) and CCC agree to:

- extend the expiration date of the CRP contract identified in item 2 above for the period from **October 1, 1996** through **September 30, 1997**.
- comply with the terms and conditions of the cited contract as contained in the corresponding CRP-1, CRP-1 Appendix, and any addendum thereto.
- extend the lifespan of all CRP practices established for the contract identified in item 2 above for 1 year longer than indicated on ACP-245, page 2 or for 1 year longer than was agreed to under other extension provisions.

It is so agreed and understood.

Participant Name (Printed) <i>Loree Roberts</i>	Participant Signature <i>Loree Roberts</i>	Date <i>4-10-96</i>
Participant Name (Printed)	Participant Signature	Date
Participant Name (Printed)	Participant Signature	Date
Participant Name (Printed)	Participant Signature	Date

5. Signature of CCC Representative <i>Allen J. Phelps</i>	Date <i>5-7-96</i>	3. County FSA Office Name and Address BEAR LAKE COUNTY FSA 114 N 5th Street MONTPELIER, ID 83254 Telephone No. (area code): 208 847-1264
--	-----------------------	--

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1980, as amended. The authority for requesting the following information is 7 CFR Part 704. The information will be used to modify the CRP-1 contract by extending the expiration date for 1 year. Furnishing the requested information is voluntary. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 388, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OPRM (OMB No. 0560-0125), AG Box 7430, Washington, D.C. 20250. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

REPRODUCE LOCALLY. Include form number 1 date on all reproductions.

Form Approved - OMB No. 0550-0125

CRP-2 (02-07-97)		U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency				1. TRACT NUMBER 1303		2. PROGRAM YEAR 1997																																							
CONSERVATION RESERVE PROGRAM WORKSHEET (See reverse for Privacy Act and Public Burden Statements.)																																															
3A. FARM NO. 59		3B. NAME AND ADDRESS OF APPLICANT Lerene Roberts 2751 US Hwy 36 Cold ID 83260			3C. CROPLAND 104.2		4. STATE & COUNTY CODE & C/D 16-007		5. SIGN-UP NUMBER 15																																						
3D. COUNTY OFFICE ADDRESS AND PHONE NO. (area code) 208-847-1264 BEAR LAKE COUNTY FSA OFFICE 114 North 5th South MONTPELIER, ID 83254						6. CONTRACT NO. 398		7. ACRES FOR ENROLLMENT 20.3																																							
						8. TOTAL COST-SHARE \$ -0-		9. RENTAL RATE PER ACRE OFFERED \$ 40.00 LR																																							
						10. OFFER TYPE (Select one) STANDARD ☐ ENVIRONMENTAL PRIORITY ☒																																									
11A. ACRES UNDER ACTIVE CRP-1 20.3		11B. ACTIVE CRP-1 NUMBER(S) (include suffix) 56		12. TOTAL ALLOT-MENT AND QUOTA		13. REDUCTION FACTOR		14. PEANUT REDUCTION ACRES		15. TOTAL TOBACCO REDUC-TION ACRES																																					
16. PRACTICES								17. LAND ELIGIBILITY CATEGORY BY ACRES:																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;">A. PRACTICES</th> <th style="width:15%;">B. ACRES</th> <th style="width:15%;">C. TOTAL C/S</th> <th style="width:15%;">D. LENGTH</th> </tr> <tr> <td>CP 10</td> <td>20.3</td> <td>0</td> <td>0</td> </tr> </table>		A. PRACTICES	B. ACRES	C. TOTAL C/S	D. LENGTH	CP 10	20.3	0	0	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;">A. PRACTICES</th> <th style="width:15%;">B. ACRES</th> <th style="width:15%;">C. TOTAL C/S</th> <th style="width:15%;">D. LENGTH</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		A. PRACTICES	B. ACRES	C. TOTAL C/S	D. LENGTH					<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">HEL (El # or Greater) USLE ONLY</th> <th style="width:15%;"> </th> <th style="width:25%;">Cropped Wetland - Associated Acres</th> <th style="width:15%;"> </th> </tr> <tr> <td>National CPA</td> <td>0</td> <td>Water Bank Program Acres</td> <td>0</td> </tr> <tr> <td>State CPA - Water Quality</td> <td>0</td> <td>Noncropped Wetland - Associated Acres</td> <td>0</td> </tr> <tr> <td>State CPA - Wildlife</td> <td>20.3</td> <td>Scour Erosion</td> <td>0</td> </tr> <tr> <td>State CPA - Air Quality</td> <td>0</td> <td>Continuous Signup</td> <td>0</td> </tr> <tr> <td>Cropped Wetland - Wetland Acres</td> <td>0</td> <td>Other</td> <td>0</td> </tr> </table>				HEL (El # or Greater) USLE ONLY		Cropped Wetland - Associated Acres		National CPA	0	Water Bank Program Acres	0	State CPA - Water Quality	0	Noncropped Wetland - Associated Acres	0	State CPA - Wildlife	20.3	Scour Erosion	0	State CPA - Air Quality	0	Continuous Signup	0	Cropped Wetland - Wetland Acres	0	Other	0
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18. Soil Loss Tolerance 5		19. Erosion Index Water 5		20. Erosion Index Wind 3.0		21. Other Erosion 0		22. USLE or RUSLE Acres 20.3																																							
23. USLE or RUSLE Erosion Before 11.7		24. USLE or RUSLE Erosion After 2.0		25. WEQ Acres 0		26. WEQ Erosion Before 0		27. WEQ Erosion After 0																																							
28. National Ranking Factors (for standard offers only)						29. N1 Subfactors (for standard offers only)																																									
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N1a	N1b	N1c	N1d	N1e	N1f																																										
50	15	5	0	0	0																																										
30. State Ranking Factors (for standard offers only), if applicable						31. HUA Number 16010201-040		32. Soil Survey Area ID No. 16712																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:10%;">S1</th> <th style="width:10%;">S2</th> <th style="width:10%;">S3</th> <th style="width:10%;">S4</th> <th style="width:10%;">S5</th> <th style="width:10%;">S6</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>						S1	S2	S3	S4	S5	S6																																				
S1	S2	S3	S4	S5	S6																																										
33. Soil Map Data and Maximum Payment Rate Calculations																																															
A. Map Unit Symbol		B. Acres		C. Soil Rental Rate		D. Total Rent																																									
(1) Primary 430B		20.3		X \$ 35.00		= \$ 710.50 AP																																									
(2) Secondary 				X \$		= \$																																									
(3) Tertiary 				X \$		= \$																																									
(4) TOTALS		20.3				\$ 710.50 AP																																									
34. Weighted Average Soil Rental Rate (Col D total divided by Col B total)				35. Incentive (if applicable) (Item 34 X applicable incentive percentage)		36. Maintenance Rate		37. MAXIMUM PAYMENT RATE (Per Acre)																																							

☐ ORIGINAL - FSA COUNTY OFFICE COPY

□ FSA PENDING COPY

□ NRCS FILE COPY

#398 Upper Fields / B.S.

10/1/97-9/30/07

Form Approved - OMB No. 0560-0125

CRP-1 (01-30-97)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
CONSERVATION RESERVE PROGRAM CONTRACT			
7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code) <i>201 541 1111</i>		5. FARM NUMBER <i>31</i>	6. TRACT NUMBER(S) <i>123</i>
8. OFFER (Select one) ☒ STANDARD ☐ ENVIRONMENTAL PRIORITY		9. CONTRACT PERIOD FROM (MD/Y) <i>10/1/97</i> TO (MD/Y) <i>9/30/07</i>	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ 41.00 per acre reduction, from the amount specified in Item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre	\$ <u>41.00</u>	12. Identification of CRP Land				
B. Annual Contract Payment	\$ <u>812.00</u>	A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/S
C. First Year Payment	\$	<u>1302</u>	<u>3</u>	<u>118 114</u>	<u>1.2</u>	<u>-0-</u>
(Item 11C applicable only to continuous sign-up when the first year payment is prorated.)						

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS		SOCIAL SECURITY NUMBER
		SIGNATURE _____ DATE _____
B. OWNER NAME AND ADDRESS		SOCIAL SECURITY NUMBER
		SIGNATURE _____ DATE _____
C. NAME AND ADDRESS		SOCIAL SECURITY NUMBER
		SIGNATURE _____ DATE _____

14. CCC USE ONLY - Payments according to the shares are approved.	SIGNATURE OF CCC REPRESENTATIVE _____	DATE <u>9/9/97</u>
---	---------------------------------------	--------------------

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6103). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 851, 1001, 18 USC 3146, and 31 USC 3729, may be applicable to the information provided.

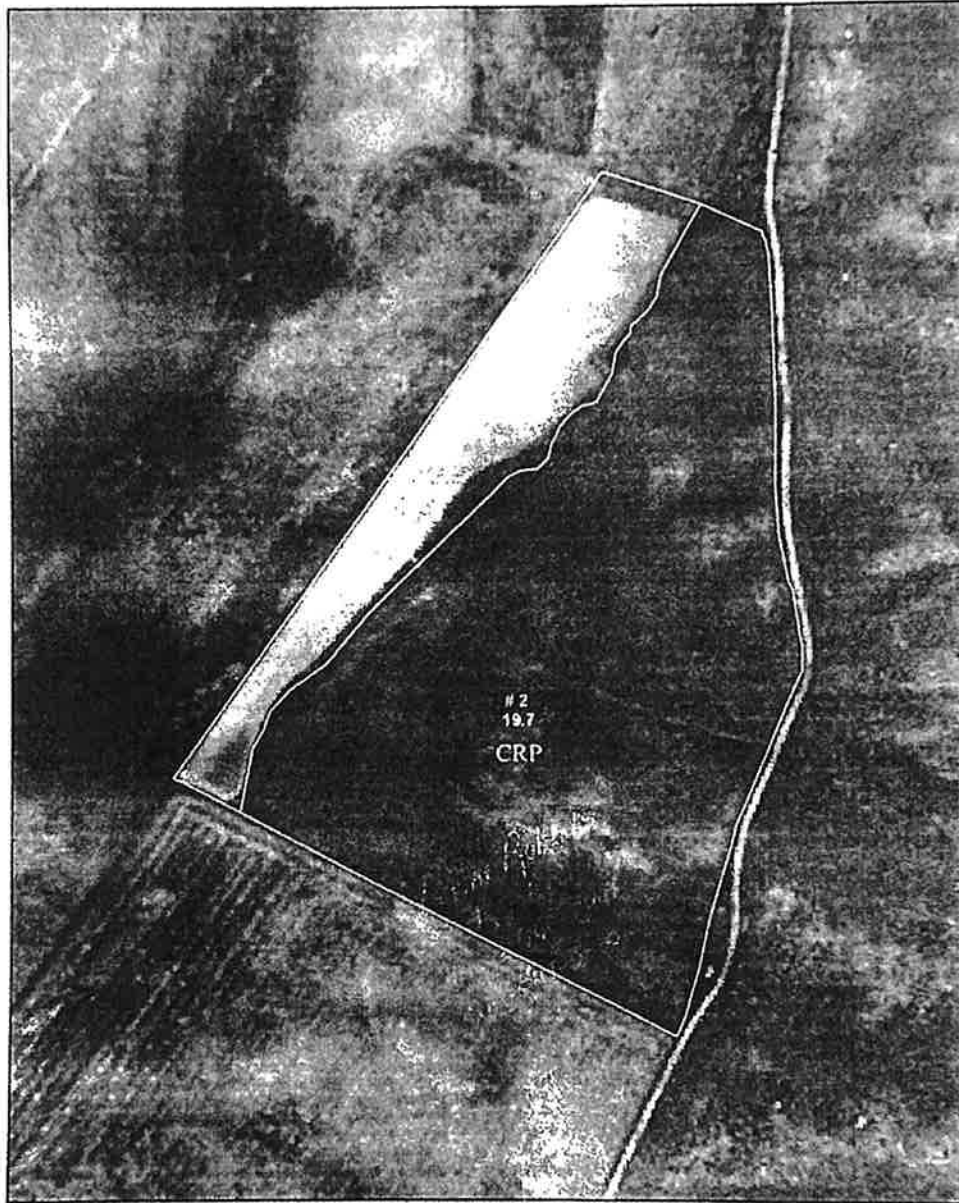
Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIA, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

OPERATOR'S COPY

Obsolete



USDA USDA FARM SERVICE AGENCY
BEAR LAKE COUNTY FSA
FARM 59, TRACT 1303

12780

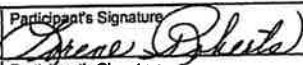
Field Boundaries

March 21, 2006



#398 Upper Fields / Birch Springs

10/1/07 - 9/30/2010

CRP-1 F Addendum (03-21-06)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		Form Approved - OMB No. 0560-0125	
CRP-1 MODIFICATION TO EXTEND THE CONTRACT EXPIRATION DATE FOR 3 Year		1A. State Code 16	1B. County Code 007		
		2. Contract Number 398			
		3. Farm Number 0000059			
4. TERMS TO EXTEND EXPIRATION DATE OF THE CRP-1 CONTRACT					
This contract modification is entered into by the Commodity Credit Corporation (CCC) and the undersigned participant(s) of the Conservation Reserve Program (CRP) contract in Item 2 above. By signing this contract modification, the participant(s) and CCC agree: - to extend the expiration date of the CRP contract identified in Item 2 above for the period from October 1, 2007 through September 30, 2010 - to comply with the terms and conditions of the cited contract as contained in the corresponding CRP-1, CRP-1 Appendix, and any addendum thereto. - to extend the lifespan of all CRP practices established for the contract identified in Item 2 above for 3 years longer than indicated on AD-245, page 2 or for 3 years longer than was agreed to under other extension provisions. - that the benefits under this CRP-1 Contract for the extended period shall not be available to persons whose adjusted gross income exceeds \$2.5 million annually as determined under the standards set out in the regulations at 7 CFR part 1400 and provided for at 7 CFR 1410.44. It is so agreed and understood.					
Participant's Name (Printed) Lorene Roberts		Participant's Signature 		Date (MM-DD-YYYY) 9/12/06	
Participant's Name (Printed)		Participant's Signature		Date (MM-DD-YYYY)	
Participant's Name (Printed)		Participant's Signature		Date (MM-DD-YYYY)	
Participant's Name (Printed)		Participant's Signature		Date (MM-DD-YYYY)	
5. Signature of CCC Representative 		Date (MM-DD-YYYY) 9-12-2006		6. County FSA Office Name and Address (Including ZIP Code) BEAR LAKE COUNTY FARM SERVICE AGENCY 785 N 4TH ST MONTPELIER, ID 83254-1061 Telephone No. (Including Area Code): (208) 847-1264	
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended: The authority for requesting the following information is 7 CFR Part 1410. The information will be used to modify the CRP-1 contract by extending the expiration date for 1 year. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in loss of benefits. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001, 15 USC 714m, and 31 USC 3729, may be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0125. The time required to complete this information collection is estimated to average 5 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.					

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#398 upper field / B.S.

10/1/10 - 9/30/20

This form is available electronically.

CRP-1 (03-25-04)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO CODE & ADMIN LOCATION 15007	2. SIGN-UP NUMBER 39
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 787	4. ACRES FOR ENROLLMENT 19.7
NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior DMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.		5. FARM NUMBER 0000059	6. TRACT NUMBER(S) 0001303
7. COUNTY OFFICE ADDRESS (Include Zip Code) BEAR LAKE COUNTY FARM SERVICE AGENCY 785 N 4TH ST MONTPELIER, ID 83254-1081		8. OFFER (Select one) GENERAL ☐ FROM (MM-DD-YYYY) 10/01/2010 ENVIRONMENTAL PRIORITY ☐ TO (MM-DD-YYYY) 09/30/2020	
TELEPHONE NUMBER (Include Area Code) 208-847-0585			

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre	\$39.95	11. Identification of CRP Land				
B. Annual Contract Payment	\$787	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
C. First Year Payment		0001303	0002	CP10	19.7	\$0.00
(Item 10C applicable only to continuous sign-up when the first year payment is prorated.)						

12. PARTICIPANTS		
A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): LORENE ROBERTS 5725 CUMORAH CREST WAY MAGALIA, CA 95954	(2) SHARE 100.00%	(3) SOCIAL SECURITY NUMBER: 518-34-9690 (4) SIGNATURE <i>Lorene Roberts</i> (MM-DD-YYYY) 8/23/10 (If more than three individuals are signing, continue on attachment.)
B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (MM-DD-YYYY) (If more than three individuals are signing, continue on attachment.)
C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (MM-DD-YYYY) (If more than three individuals are signing, continue on attachment.)
13. CCC USE ONLY - Payments according to the shares are approved		A. SIGNATURE OF CCC REPRESENTATIVE <i>Ch. Hage</i> (MM-DD-YYYY) 9/23/10

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 288, 287, 371, 641, 861, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tapes etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-6410 or call (202) 725-3964 (voice or TDD). USDA is an equal opportunity provider and employer.

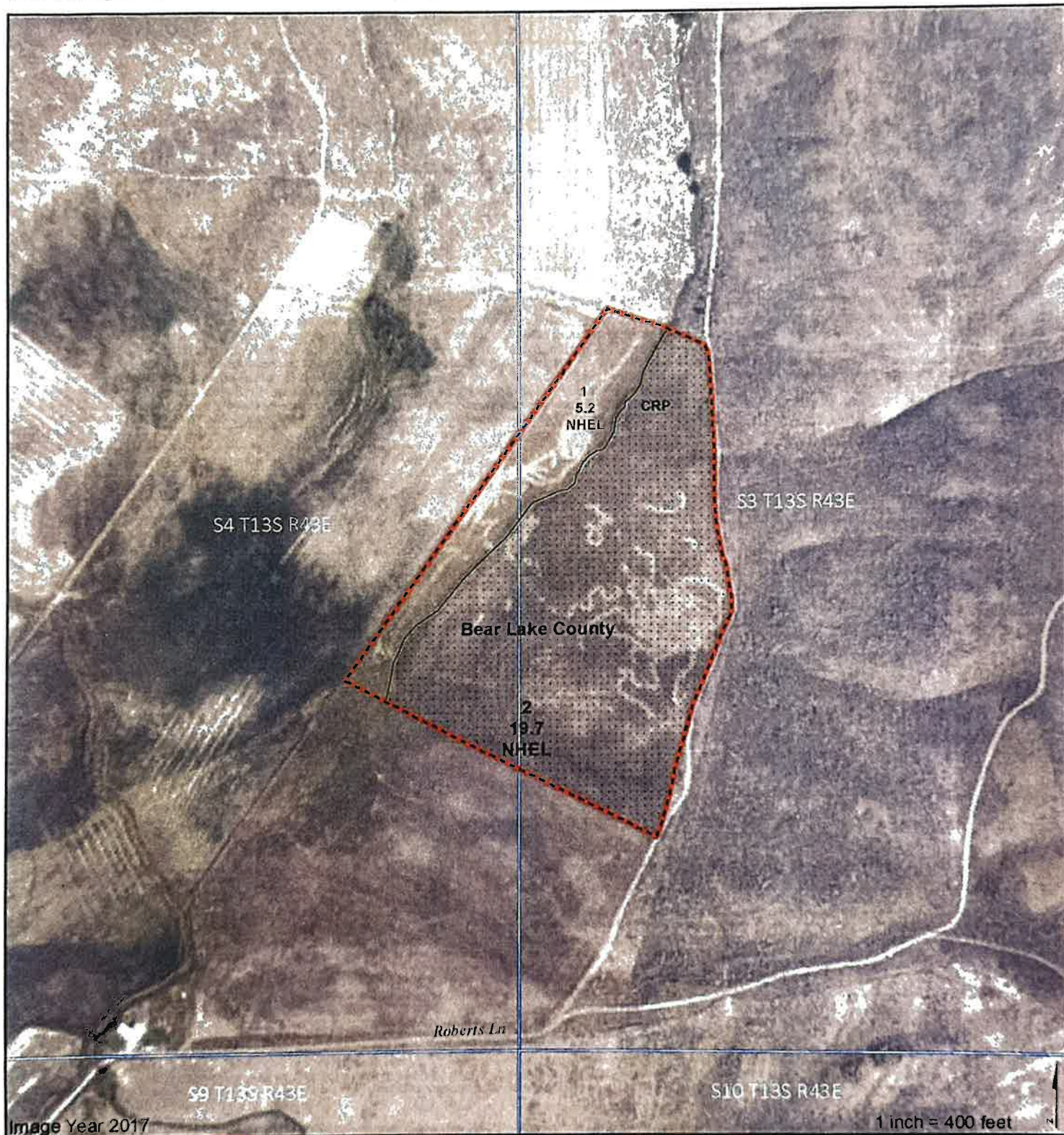
☒ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

Date Printed: 04-23-10

Bear Lake County, Idaho



Common Land Unit


Wetland Determination Identifiers


Tract Cropland Total: 24.90 acres

2019 Program Year
 Map Created March 15, 2019

Farm 59
Tract 1303

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

This form is available electronically.

Page 1 of 1

CRP-1 (10-22-15) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT	1. ST. & CO CODE & ADMIN. LOCATION 16-007 3. CONTRACT NUMBER 787A	2. SIGN-UP NUMBER 39 4. ACRES FOR ENROLLMENT 19.7
7A. COUNTY OFFICE ADDRESS (Include Zip Code) Bear Lake County Farm Service Agency 785 North 4th St. Montpelier ID 83254	5. FARM NUMBER 59 8. OFFER (Select one) GENERAL ☒ ENVIRONMENTAL PRIORITY ☐	6. TRACT NUMBER(S) 1303 9. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10/01/2010 09/30/2020
7B. TELEPHONE NUMBER (Include Area Code):		

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

10A. Rental Rate Per Acre	\$ 39.95	11. Identification of CRP Land (See Page 2 for additional space)				
10B. Annual Contract Payment	\$ 787.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
10C. First Year Payment	\$	1303	2	CP10	19.7	0.00
(Item 10C applicable only to continuous sign-up when the first year payment is prorated.)						

12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
Angela Palissie 222 W. Lember St. #1083 Orem UT 84059	100%	A. Palissie	4/1/17
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	%		
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	%		

13. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
-------------------------	------------------------------------	----------------------

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.assr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy



United States Department of Agriculture

Farm Production and
Conservation Mission
Area

October 1, 2020

Farm Service Agency

1400 Independence
Ave SW
Washington
D.C., 20250

BEAR LAKE COUNTY FSA OFFICE
785 N 4TH STREET, SUITE A
MONTPELIER ID 83254-1541
(208)847-1264 x2

ANGELA PELISSIE
222 W CENTER ST UNIT 1083
OREM UT 84059-5044

Dear CRP Participant:

Your Conservation Reserve Program (CRP) contract number 787A with 19.70 acres on farm 59 expired from CRP on September 30, 2020. As of October 1, 2020, you are no longer obligated to the terms and conditions of the CRP contract.

Your final annual rental payment will be issued after October 1, 2020 when funds become available.

We appreciate your participation in the CRP and would hope that you consider other conservation opportunities provided by USDA. You have been a part of a program that has enabled the Nation to achieve tremendous environmental, conservation, and wildlife benefits.

If you have any questions regarding any FSA program, please contact this office.

Sincerely,

County Executive Director
BEAR LAKE COUNTY FSA OFFICE

contract 787A was only the

contract # from Oct 2010 - Oct 2020

There will be a different one for the previous 10 years.

**Additional Attachment: Rationale Behind the Place of Use
Following Fence Line**

MEMORANDUM

TO: Idaho Department of Water Resources **CLIENT/MATTER #:** 30762.001
FROM: Payton Hampton
DATE: September 12, 2023
SUBJECT: Memorandum of Law Regarding Place of Use Property Lines for Claim 11-4214
Made by Angela Pélissié

The property boundaries surrounding the proposed place of use for this claim under water right 11-4214 are set under the law of boundary by agreement or acquiescence by the existing fences around the property.

Boundary by agreement or acquiescence has two elements: (1) there must be an uncertain or disputed boundary and (2) a subsequent agreement fixing the boundary. *Cox v. Clanton*, 137 Idaho 492, 494–95, 50 P.3d 987, 989–90 (2002). An agreement can be implied from the surrounding circumstances and conduct of the landowners. *See Griffel v. Reynolds*, 136 Idaho 397, 400, 34 P.3d 1080, 1083 (2001); *see also Cameron v. Neal*, 130 Idaho 898, 901, 950 P.2d 1237, 1240 (1997). A long period of acquiescence also provides the factual basis from which to infer an agreement. *Griffel*, 136 Idaho at 400, 34 P.3d at 1083.

For nearly a century it has been the law of this state that evidence of a long-established fence creates two presumptions: First, when a fence line has been erected, and then coterminous landowners have treated that fence line as fixing the boundary between their properties “for such

a length of time that neither ought to be allowed to deny the correctness of its location” the law presumes an agreement fixing that fence line as the boundary. *Johnson*, 131 Idaho at 523, 960 P.2d at 744 (citing *Edgeller v. Johnston*, 74 Idaho 359, 365, 262 P.2d 1006, 1010 (1953)); see also *Cox*, 137 Idaho at 494–95, 50 P.3d at 989–90; *Cameron*, 130 Idaho at 901, 950 P.2d at 1240; *Wells v. Williamson*, 118 Idaho 37, 41, 794 P.2d 626, 630 (1990); *Beneficial Life Ins. Co. v. Wakamatsu*, 75 Idaho 232, 241, 270 P.2d 830, 835 (1954); *Woll v. Costella*, 59 Idaho 569, 577, 85 P.2d 679, 682 (1938); *O’Malley v. Jones*, 46 Idaho 137, 141, 266 P. 797, 798 (1928); *Bayhouse v. Urquides*, 17 Idaho 286, 298–98 105 P. 1066, 1068–70 (1909). Second, coupled with the long existence and recognition of a fence as a boundary, “the law presumes that it was originally located as a boundary by agreement because of uncertainty or dispute as to the true line.” *Beneficial Life Ins. Co.*, 75 Idaho at 241, 270 P.2d at 835.

To the best of the claimant’s knowledge, the fences surrounding the proposed place of use for this claim under water right 11-4214 have been in the same place for generations. There has never been a dispute with any neighboring landowner that the current fence lines for the proposed place of use are not the true property line. As outlined above, given the length of time the current fence lines have been situated in their current station, as a matter of law, no one can “deny the correctness of its location” and that property boundary is “fixed by law.”

Payton Hampton

PH:

Additional Attachment: Chain of Title

**PARSONS
BEHLE &
LATIMER**

A Professional
Law Corporation

MEMORANDUM

TO: Idaho Department of Water Resources

FROM: Payton Hampton

DATE: October 16, 2023

SUBJECT: Chain of Title for Water Right 11-4214, Parcel No. RP13S43E049000

GRANTOR	GRANTEE	CONVEYANCE/INSTRUMENT NUMBER/PROPERTY	DATE
Lorene Roberts Family Trust	Angela Pélissié	Warranty Deed, Instrument No. 223914 ¹ EXHIBIT "A" Commencing at a point on the south side of the County Road 122 feet East from the Southwest corner of the Southeast Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 52 degrees 37 minutes East 85 feet; thence South 31 degrees 31 minutes West 210 feet; thence North 55 degrees 30 minutes West 396 feet; thence North 19 degrees 23 minutes East 236 feet more or less to the County Road; thence South 52 degrees 37 minutes East 363 feet more or less along said road to the place of beginning. SAVE AND EXCEPT THEREFROM: Commencing at a point 40 feet North 54 degrees 11 minutes West and 83 feet North 37 degrees 30 minutes East from the Southeast corner of the Southwest Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 37 degrees 30 minutes West 231 feet; thence North 55 degrees 02 minutes West 163 feet; thence North 20 degrees 28 minutes East 248 feet; thence South 52 degrees 30 minutes East 236 feet to the place of beginning.	2017-02-22

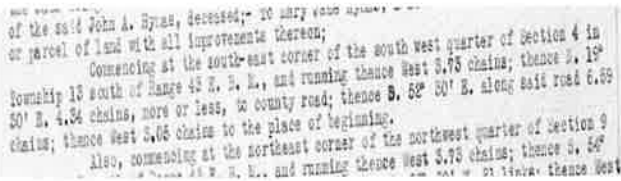
¹ All referenced instruments are attached to this memorandum as Exhibit A. Ancillary recorded documents in this chain of title, such as utility easements and recorded oil and gas leases have been omitted from this table for brevity, but are included in Exhibit A.

Error! Unknown document property name.

Lorene Roberts	Lorene Roberts Family Trust	Quitclaim Deed, Instrument No. 202890 REAL PROPERTY House and Lot located in at Liberty, Bear Lake County, Idaho, and more particularly described as follows, to-wit: 1 Commencing at a point on the South side of the County Road 122 feet from the Southeast corner of the Southeast Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 62 degrees 37 minutes East 85 feet; thence South 31 degrees 31 minutes West 210 feet; thence North 55 degrees 30 minutes West 398 feet; thence North 19 degrees 23 minutes East 236 feet; thence South 92 degrees 37 minutes East 363 feet to the place of beginning. SAVE AND EXCEPT THEREFROM: Commencing at a point 40 feet North 54 degrees 11 minutes West and 83 feet North 37 degrees 30 minutes East from the Southeast corner of the Southwest Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 37 degrees 30 minutes West 231 feet; thence North 55 degrees 02 minutes East 163 feet; thence North 20 degrees 28 minutes East 248 feet; thence South 55 degrees 30 minutes East 236 feet to the place of beginning. 2 From the Southeast corner of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho, run East 1.42 chains; thence North 39 degrees 19 minutes East 9.80 chains; thence North 17 degrees 39 minutes East 4.10 chains to the real place of beginning; running thence North 17 degrees 39 minutes East 4.10 chains; thence North 14 degrees 39 minutes East 4.00 chains; thence North 11 degrees 51 minutes West 4.00 chains; thence North 00 degrees 21 minutes West 7.70 chains; thence North 75 degrees 14 minutes West 5.60 chains; thence South 35 degrees 06 minutes West 25.42 chains; thence East 19.66 chains; more or less, to the place of beginning, containing 23-1/2 acres, be there more or less. ALSO, Commencing at the Northeast corner of the Northwest Quarter of Section 3, Township 13 South, Range 43 East, Boise Meridian, and running thence West 128 feet; thence South 12 degrees 30 minutes East 460 feet; thence South 35 degrees 05 minutes West 209 feet; thence South 09 degrees 38 minutes West 1098 feet; thence South 18 degrees 20 minutes East 258 feet; thence South 24 degrees 50 minutes East 238 feet; thence South 13 degrees 04 minutes East 407 feet; thence South 75 degrees 35 minutes East 161 feet; thence South 06 degrees West 76 feet; thence East 239 feet; thence North 3874 feet to the place of beginning and containing 43.04 acres of land more or less.	2008-10-29
Robert Lamar Roberts	Lorene Wyler Roberts	Decree Vesting Estate in Surviving Spouse, Instrument No. 136266 Agricultural and meadow land located . . . 22,000.00 in Bear Lake County, Idaho	1984-12-06
David Roberts, Lottie H. Roberts	Robert Lamar Roberts	Warranty Deed, Instrument No. 74327 Commencing at a point on the South side of the County Road 122 feet East from the Southwest corner of the Southeast quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 52°37' East 85 feet; thence South 31°31' West 210 feet; thence North 55°30' West 398 feet; thence North 19°23' East 236 feet; thence South 52°37' East 363 feet to the place of beginning and containing 2.14 acres of land be there more or less. SAVING AND EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED LAND TO-WIT: Commencing at a point 40 feet North 54°11' W. and 83 feet North 37°30' East from the Southeast corner of the Southwest quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 37°30' West 231 feet; thence North 55°02' West 163 feet; thence North 20°28' E. 248 feet; thence South 52°30' East 236 feet to the place of beginning and containing 1.09 acres, more or less,	1958-01-21

Mary Jane Hymas, widow of John A. Hymas, and John W. Hymas, Mary Ann Parker, Joseph M. Hyman, Benjamin P. Hymas, Caddie C. Morgan, Arthur J. Hymas, Alice L. Johnson, David M. Hymas, Martha J. Johnson, Thomas N. Hymas, Rebecca R. Jensen, Charles E. Hymas, Wilford W. Hymas, Lottie Roberts, Melvin Hymas, and Mabel Hymas Toomer, the children of John A. Hymas	David Roberts	Quitclaim Deed, Instrument No. 30662 Commencing at a point on the south side of the county road 122 feet East from the Southwest Corner of the Southeast Quarter of Section 4 in Township 13 South Range 43 E.B.M., and running thence S. 52°37' E. 85 feet; thence S. 31°31' W. 210 feet; thence N. 55°30' W. 398 feet; thence N. 19°23' E. 236 feet; thence S. 52°37' E. 363 feet, to the place of beginning and containing 2.14 acres of land be there more or less, together with all improvements thereon.	1927-12-02
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Estate of John A. Hymas	Melvin Hymas and Lottie Roberts	Order Confirming Report of Commissioners and Assigns the Whole of the Real Estate to Two Heirs, Instrument No. 16089 securing the payment of the same, and the value of such property. The property so assigned as aforesaid is particularly described as follows, to-wit: Commencing at the south-east corner of Section four (4) in Township thirteen (13) south of Range forty three (43) East of the Boise Meridian and running thence West 15.45 chains; thence S. 89° 45' E. 5.57 chains; thence S. 61° 45' E. 3 chains; thence S. 18° E. one chain; thence S. 11° 35' E. 2 chains; thence S. 35° E. 2.87 chains; thence South 4 links; thence S. 30° E. 5.84 chains; thence S. 75° 14' E. 5.60 chains; thence S. 0° 41' E. 7.70 chains; thence S. 11° 51' E. 4 chains; thence S. 14° 39' E. 4 chains; thence S. 17° 20' E. 5.50 chains; thence S. 30° 19' E. 5.50 chains; thence West 1.42 chains to place of beginning and containing 46.95 acres, more or less. Also, commencing at a point 3.65 chains East and 11 links S. 52° 30' E. from the north-west corner of the north-east quarter of Section nine (9) in Township 13 N. R. 43 E. S. 1., and running thence S. 12° 30' E. 3.95 chains; thence S. 10° 30' E. 25.77 chains, more or less, to Liberty Creek; thence up said Creek to its intersection with the west boundary line of the North east quarter of the south west quarter of said Section 9; thence North 11 chains; thence N. 22° 30' E. 46.10 chains, more or less, to the North boundary line of said Section 9; thence S. 25° 23' E. 5.04 chains; thence S. 20° E. 5.95 chains to place of beginning and containing 66.50 acres of land, more or less. Also, commencing at a point 15.65 _____ South from the north-east corner of the S. W. 1/4 of the S. W. 1/4 of said Section 9 and running thence S. 19° 30' E. 8.60 chains; thence S. 48° 25' E. 4 chains; thence North 11 chains to place of beginning and containing one acre and 96 square rods, more or less. Also, commencing at a point 5.95 chains East and 7.49 chains North from the south-west corner of the S. W. 1/4 of section 3 T. 13 N. R. 43 E. S. 1., and running thence S. 82° 30' E. 3.71 chains; thence S. 2° E. 3.76 chains; thence S. 62° 30' E. 2.71 chains; thence S. 2° E. 3.76 chains to place of beginning and containing 1.40 acres, more or less. W. J. Haddock.	1918-11-22
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Estate of John A. Hymas	Mary Jane Hymas, widow of John A. Hymas, and John W. Hymas, Mary Ann Parker, Joseph M. Hyman, Benjamin P. Hymas, Caddie C. Morgan, Arthur J. Hymas, Alice L. Johnson, David M. Hymas, Martha J. Johnson, Thomas N. Hymas, Rebecca R. Jensen, Charles E. Hymas, Wilford W. Hymas, Lottie Roberts, Melvin Hymas, and Mabel Hymas Toomer, the children of John A. Hymas	Decree of Distribution, Instrument No. 16028 	1918-10-16
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John A. Hymas	John A. Hymas	Public Notice, Application No. 532 “[Notice] Is hereby given that the undersigned a citizen of the United States hereby claims and appropriates all the waters of Birch Springs, situated about two miles East of Liberty, Bear Lake County, Idaho Territory, or as much as will flow through a ditch two feet wide at the bottom, three feet wide at the top and six inches deep, with a fall of one inch at the rod. The point of diversion of the waters of the said Birch Springs is near the mouth “Poison Hollow”, and where this Notice is posted. And the undersigned does there-by clam and appropriate all the water of said springs and all streams or springs flowing into the same along the line or above the ditch aforesaid. The said appropriation to be to be conducted from the point of diversion into said ditch of the dimensions aforesaid and through said ditch for irrigating purposes, or to the land at the mouth of “Poison Hollow” in Sec 3 T 13 S Range 43 E of Boise Meridian in Idaho Territory, Bear Lake Co. J.J. Mar 25 1887, John Hymas”	1887-03-26
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PH:pgh

EXHIBIT “A”

Tax I.D. # 3551

Instrument # 223914

BEAR LAKE COUNTY

2-22-2017 08:50:53 AM No. of Pages: 2

Recorded for : FIRST IDAHO TITLE CO

CINDY GARNER

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

WARRANTY DEED

For Value Received,

LORENE ROBERTS aka LORENE TOVEY, Trustee of the LORENE ROBERTS FAMILY TRUST and
LORENE ROBERTS aka LORENE TOVEY, Individually
of 6715 CUMORAH CREST WAY, MAGALAI, State of CALIFORNIA 95954,

THE GRANTOR,

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

ANGELA MARIE PELISSIE, a married woman as her sole and separate property
of P.O. BOX 1083, OREM, County of UTAH, State of UTAH 84059,

THE GRANTEE,

For the sum of ten dollars and other good and valuable consideration, the following described tract of land in
the County of Bear Lake, State of Idaho:

SEE ATTACHED EXHIBITS

This deed has been prepared as an accommodation by FIRST IDAHO TITLE COMPANY without
benefit of a title search and its accuracy is not guaranteed.

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), her heirs and
assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that she is the
owner(s) in fee simple of said premises; that they are free from all encumbrances, and that she will warrant
and defend the same from all lawful claims whatsoever.

DATED THIS February 15, 2017
January 11, 2017

LORENE ROBERTS FAMILY TRUST

Lorene Roberts aka Lorene Tovey, Trustee
By: LORENE ROBERTS aka LORENE TOVEY, Trustee

Lorene Roberts aka Lorene Tovey, Individually
LORENE ROBERTS aka LORENE TOVEY, Individually

STATE OF CALIFORNIA, COUNTY OF Butte

On this 15th day of February, 2017, before me a Notary Public in and for the State, personally appeared
LORENE ROBERTS aka LORENE TOVEY, known or identified to me to be the person whose name is
subscribed to the within instrument as trustee of the LORENE ROBERTS FAMILY TRUST, and
acknowledged to me that she executed the same as such trustee.

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

Kelley Conner
Notary Public
Residing at: Paradise, CA
My Commission Expires: 5-26-17



STATE OF CALIFORNIA, COUNTY OF Butte

On this 15th day of February, 2017, before me a Notary Public in and for the State, personally appeared
LORENE ROBERTS aka LORENE TOVEY, known or identified to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Kelley Conner
Notary Public
Residing at: Paradise, CA
My Commission Expires: 5-26-2017



MAIL TAX NOTICE TO: ANGELA MARIE PELISSIE
P.O. BOX 1083, OREM, UT 84059

EXHIBIT "A"

Commencing at a point on the south side of the County Road 122 feet East from the Southwest corner of the Southeast Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 52 degrees 37 minutes East 85 feet; thence South 31 degrees 31 minutes West 210 feet; thence North 55 degrees 30 minutes West 398 feet; thence North 19 degrees 23 minutes East 236 feet more or less to the County Road; thence South 52 degrees 37 minutes East 363 feet more or less along said road to the place of beginning.

SAVE AND EXCEPT THEREFROM: Commencing at a point 40 feet North 54 degrees 11 minutes West and 83 feet North 37 degrees 30 minutes East from the Southeast corner of the Southwest Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 37 degrees 30 minutes West 231 feet; thence North 55 degrees 02 minutes West 163 feet; thence North 20 degrees 28 minutes East 248 feet; thence South 52 degrees 30 minutes East 236 feet to the place of beginning.

EXHIBIT "C"

Commencing at a point 3.05 chains East and 66 links South 52°30' East from the Northeast corner of the Northwest Quarter of Section 9, Township 13 South, Range 43 East of the Boise Meridian and running thence South 52°30' East 3.99 chains; thence South 20°30' West 62.77 chains; thence North 61°30' West 8.20 chains; thence North 40° West 4.40 chains; thence North 20°30' East 54.80 chains more or less to the North boundary line of said Section 9; thence South 54°23' East 6.04 chains, thence North 29° East 3.95 chains, more or less to the place of beginning.

EXHIBIT "D"

Commencing at a point on the Southwesterly line of the right of way of the County road, (commonly known as the East Liberty Road) which said point is approximately 229 feet South 52°30' East of a point which is 3.05 chains East of the Northwest corner of the Northeast Quarter of Section 9, Township 13 South, Range 43 East of the Boise Meridian, in Idaho, and running thence North 52°30' West, along said Southwesterly line of said Highway 44 feet; thence South 37°30' West 36 feet; thence South 52°30' East 44 feet; thence North 37°30' East 36 feet to the Place of Beginning.

EXHIBIT E

Commencing at the Northeast corner of the Northwest Quarter of Section 3, Township 13 South, Range 43 East Boise Meridian, and running thence West 428 feet; thence South 12 degrees 30 minutes East 460 feet; thence South 33 degrees 05 minutes West 809 feet ; thence South 09 degrees 38 minutes West 1098 feet ; thence South 18 degrees 20 minutes East 258 feet; thence South 24 degrees 50 minutes East 232 feet; thence South 13 degrees 04 minutes East 407 feet; thence South 75 degrees 35 minutes East 161 feet; thence South 06 degrees West 765 feet; thence East 589 feet; thence North 3874 feet to the place of beginning.

EXHIBIT F

From the Southeast corner of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho, run East 1.42 chains; thence North 30 degrees 19 minutes East 9.80 chains; thence North 17 degrees 39 minutes East 4.10 chains to the real place of beginning; running thence North 17 degrees 39 minutes East 4.10 chains; thence North 14 degrees 39 minutes East 4.00 chains; thence North 11 degrees 51 minutes West 4.00 chains; thence North 00 degrees 21 minutes West 7.70 chains; thence North 75 degrees 14 minutes West 5.60 chains; thence South 35 degrees 00 minutes West 25.42 chains; thence East 18.60 chains, more or less, to the place of beginning

After recording, please return document to:
CTD, Inc.
3355 North Five Mile Road, #334
Boise, Idaho 83713-3925

Instrument # 203896
BEAR LAKE COUNTY
3-2-2009 12:51:28 No. of Pages: 2
Recorded for : CTD, INC.
KERRY HADDOCK
Ex-Officio Recorder Deputy
Index to: RAT. & EXT. OF OIL AND GAS LEASE
Fee: 6.00
Cindy Garner

RATIFICATION OF OIL AND GAS LEASE

Know all men by these presents:

That, for valuable consideration, receipt of which is hereby acknowledged, I, the undersigned, Lorene Roberts, Trustee of the Lorene Roberts Family Trust dated October 28, 2008, do hereby ratify, adopt and confirm in all the respects the Oil and Gas Lease dated October 3, 2008 between Lorene W. Roberts, as Lessor, and CTD, Inc., as Lessee, recorded as Instrument #202894 in Bear Lake County Records, covering the following lands in Bear Lake County, Idaho:

Township 13 South, Range 43 East, Boise Meridian

Section 3: A tract of land located in Lot 3, SE/4NW/4, NE/4SW/4 of said Section 3;

Sections 3/4: Also, a tract of land situated in the W/2SW/4 of said Section 3 and the E/2SE/4 of said Section 4;

Sections 4/9: Also, a parcel of land located in the SW/4SE/4 of said Section 4 and the NW/4NE/4 of said Section 9;

Section 9: And, a tract of land located in the NW/4NE/4, E/2NW/4, N/2SW/4 of said Section 9, all of which are described in that Order and Decree dated November 18, 1983, recorded in Bear Lake County, ID, being Document #138121.

containing 147.69 acres, more or less

and I do hereby grant, lease and let the land described in said lease unto the above named Lessee, its heirs, successors and assigns, upon the terms and conditions and subject to the provisions of said Lease, and said Lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as Lessor.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of February, 2009.

Lorene Roberts Family Trust dated October 28, 2008

Lorene Roberts
Lorene Roberts, Trustee

STATE OF IDAHO)
COUNTY OF Bear Lake) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2009, personally appeared Lorene Roberts, Trustee of the Lorene Roberts Family Trust dated October 28, 2008, the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires: _____

Notary Public
Printed Name _____
Residing at _____

* See attached CA Notary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

203896

State of California

County of Butte

On 2-10-09 before me, K. Conner, Notary Public
(Here insert name and title of the officer)

personally appeared Lorene Roberts

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. Conner

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Refinancing of Auto Gas Lease
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

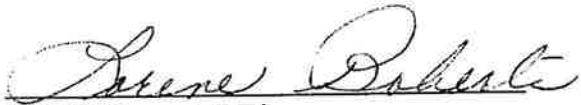
QUIT CLAIM DEED

Lorene Roberts, Grantor, for ten dollars and other good and valuable consideration, hereby quit claims and conveys to Lorene Roberts as Trustee of the Lorene Roberts Family Trust dated October ____, 2008, whose address is 2751 Hwy. 36, Liberty, Idaho 83254, Grantee, all of the right, title and interest to the following described real property located in Bear Lake County, State of Idaho:

See Exhibit "B" hereto

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

DATED this 28 day of October, 2008.


LORENE ROBERTS

STATE OF IDAHO)
 :SS
County of Bear Lake)

Appeared before me, Lorene Roberts, and duly acknowledged that she made and executed the foregoing Quit Claim Deed.




NOTARY PUBLIC,
Residing at: Bear Lake
Commission Expires: 10-27-2010

Instrument # 202890

BEAR LAKE COUNTY

10-29-2008 04:20:47 No. of Pages: 3

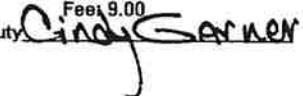
Recorded for : STEVEN A. WUTHRICH, ATTY.

KERRY HADDOCK

Ex-Officio Recorder Deputy

Index to: QUIT CLAIM DEED

Fee: 9.00



REAL PROPERTY

House and Lot located in at Liberty, Bear Lake County, Idaho, and more particularly described as follows, to-wit:

Commencing at a point on the South side of the County Road 122 feet from the Southwest corner of the Southeast Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 52 degrees 37 minutes East 85 feet; thence South 31 degrees 31 minutes West 210 feet; thence North 55 degrees 30 minutes West 398 feet; thence North 19 degrees 23 minutes East 236 feet; thence South 52 degrees 37 minutes East 363 feet to the place of beginning. SAVE AND EXCEPT THEREFROM:

Commencing at a point 40 feet North 54 degrees 11 minutes West and 83 feet North 37 degrees 30 minutes East from the Southeast corner of the Southwest Quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 37 degrees 30 minutes West 231 feet; thence North 55 degrees 02 minutes West 163 feet; thence North 26 degrees 28 minutes East 248 feet; thence South 52 degrees 30 minutes East 236 feet to the place of beginning.

0.00

2
From the Southeast corner of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho, run East 1.42 chains; thence North 30 degrees 19 minutes East 9.80 chains; thence North 17 degrees 39 minutes East 4.10 chains to the real place of beginning; running thence North 17 degrees 39 minutes East 4.10 chains; thence North 14 degrees 39 minutes East 4.00 chains; thence North 11 degrees 51 minutes West 4.00 chains; thence North 00 degrees 21 minutes West 7.70 chains; thence North 75 degrees 14 minutes West 5.60 chains; thence South 35 degrees 00 minutes West 25.42 chains; thence East 18.60 chains, more or less, to the place of beginning, containing 23-1/2 acres, be there more or less.

0.00

0.00

0.00

0.00

0.00

ALSO, Commencing at the Northeast corner of the Northwest Quarter of Section 3, Township 13 South, Range 43 East Boise Meridian, and running thence West 428 feet; thence South 12 degrees 30 minutes East 460 feet; thence South 33 degrees 05 minutes West 809 feet; thence South 09 degrees 38 minutes West 1098 feet; thence South 18 degrees 20 minutes East 258 feet; thence South 24 degrees 50 minutes East 232 feet; thence South 13 degrees 04 minutes East 407 feet; thence South 75 degrees 35 minutes East 161 feet; thence South 06 degrees West 761 feet; thence East 529 feet; thence North 3874 feet to the place of beginning and containing 63.04 acres of land more or less.

202890

3

ALSO, Commencing at a point 3.05 chains East and 66 links South 52 degrees 30 minutes East from the Northeast corner of the Northwest Quarter of Section 9, Township 13 South, Range 43 East of the Boise Meridian and running thence South 52 degrees 30 minutes East 3.99 chains; thence South 20 degrees 30 minutes West 62.77 chains; thence North 61 degrees 30 minutes West 8.20 chains; thence North 40 degrees West 4.40 chains; thence North 20 degrees 30 minutes East 54.80 chains to North boundary line of said Section 9; thence South 54 degrees 23 minutes East 6.04 chains; thence North 29 degrees East 3.95 chains, more or less, to place of beginning and containing 60.10 acres of land, more or less.

Return recorded document to:
CTD, Inc.
3355 N. Five Mile Road #334
Boise, ID 83713

Instrument # 202894

BEAR LAKE COUNTY
10-29-2008 04:40:23 No. of Pages: 4
Recorded for : CTD, INC.
KERRY HADDOCK
Ex-Officio Recorder Deputy
Index to: OIL AND GAS LEASE

Fee: 12.00

Cindy Garner

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3rd day of October, 2008, by and between
Lorene W. Roberts, a married woman dealing in her sole and separate property
whose address is 2751 US HWY 36, Ovid, ID 83254, hereinafter called Lessor (whether one or more) and
CTD, Inc. whose address is 3355 North Five Mile Road #334, Boise, Idaho 83713, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and more dollars, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by seismic, geophysical and other methods, and operating for and producing therefrom oil and gas of whatsoever nature or kind, with rights-of-way and easements for laying pipelines and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Bear Lake, State of Idaho, described as follows, to-wit:

See attached Exhibit "A" for Legal Description

and containing 147.69 acres, more or less. (including any interests therein which Lessor may hereafter acquire by revision, prescription or otherwise) In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above described leased premises, and in consideration of the herein stated consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered.

1. It is agreed that this lease shall remain in force for a term of ten (10) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In the event that payments are necessitated by other provisions of this lease, Lessee shall pay or tender such payments DIRECT TO LESSOR AT THE ABOVE ADDRESS, or its successors, which shall be Lessor's depository for receiving payments regardless of change in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments to Lessor or to the depository by deposit in the US Mail or other mail carriers on or before the due date in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution or for any reason fail or refuse to accept payment hereunder, Lessee shall not be held in default for failure to make such payment until 60 days after Lessor has delivered to Lessee a proper recordable instrument naming another institution as depository agent to receive payment. If on or before any due date Lessee in good-faith makes an erroneous payment by paying the wrong person, the wrong depository, or the wrong amount, Lessee shall be unconditionally obligated to make proper payment for the period involved and the lease shall continue in affect as though such payment had been properly made, provided that proper payment shall be made within 30 days after receipt by a Lessee of written notice of the error from Lessor, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. Lessee may pay or tender any payment at any time in advance of its due date to the Lessor then known to Lessee as provided in Paragraph 11 and such payment or tender shall bind all persons then or thereafter claiming any part of such payment. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises, said Lessee covenants and agrees:

- 1st. To deliver to the credit of Lessor, free of cost, in the tanks at the wellhead, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- 2nd. To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth (1/8) of the net proceeds derived from such sale or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, payable monthly at the prevailing market rate, at the mouth of the well, on one-eighth of such gas and casinghead gas. Lessor's interest, in either case, to bear one-eighth of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use, and one-eighth of the cost of ad valorem taxes and production, severance, or other excise taxes.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners one dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid to said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.

8. No well shall be drilled nearer than two hundred (200') feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in the Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved cooperative or unit plan of development or operation and particularly all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessors. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.


Lorene W. Roberts

STATE OF IDAHO)
) SS
COUNTY OF BEAR LAKE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13 day of October, 2008, personally appeared Lorene W. Roberts, a married woman dealing in her sole and separate property to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal the day and year last above written.

My Commission expires: 7-7-2010

Marla P. Johnson
Notary Public
Printed Name: Marla P. Johnson
Residing at 7-7-2010



EXHIBIT "A"

Attached to that certain Oil and Gas Lease dated October 3, 2008 by and between Lorene W. Roberts, a married woman dealing in her sole and separate property, as Lessor, and CTD, Inc., as Lessee

BEAR LAKE COUNTY, IDAHOTownship 13 South, Range 43 East, Boise Meridian

Section 3: A tract of land located in Lot 3, SE/4NW/4, NE/4SW/4 of said Section 3;

Sections 3/4: Also, a tract of land situated in the W/2SW/4 of said Section 3 and the E/2SE/4 of said Section 4;

Sections 4/9: Also, a parcel of land located in the SW/4SE/4 of said Section 4 and the NW/4NE/4 of said Section 9;

Section 9: And, a tract of land located in the NW/4NE/4, E/2NW/4, N/2SW/4 of said Section 9, all of which are described in that Order and Decree dated November 18, 1983, recorded in Bear Lake County, ID, being Document #138121.

containing 147.69 acres, more or less

Signed for Identification:


Lorene W. Roberts

EASEMENT AGREEMENT

THIS AGREEMENT is made this 26 day of October, 2005 by and between UDELL J. ROBERTS and LARETTA ROBERTS, as Grantors; and LORENE WYLER ROBERTS, as Grantee.

GRANT OF EASEMENT. Grantors, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, to the Grantors in hand paid by the Grantee, the receipt and sufficiency whereof is hereby confessed and acknowledged, have granted bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell, convey and confirm to the Grantee, her heirs and assigns forever, the following described Right of Way for a septic tank, together with access for the repair and maintenance of said tank and pipeline to the drain field, which Right of Way is described as follows:

The Easterly 15 feet as far as presently occupied of the following described property, to-wit:

Commencing at a point 40 feet North 54°11' West and 83 feet North 37°30' East from the Southeast Corner of the SW¼ of Section 4, Township 13 South of Range 43 East of the Boise Meridian in Idaho, and running thence South 37°30' West 231 feet; thence North 55°02' West 163 feet; thence North 20°28' East 248 feet; thence South 52°30' East 236 feet to the Place of Beginning.

TO HAVE AND TO HOLD the said Easement and Right of Way to the said Grantee, her heirs and assigns, to her use forever. The parties to this agreement hereby agree and understand that Grantee, her heirs, and Assigns shall have complete responsibility to maintain said Septic tank and pipeline in good condition. If any repairs must be made, Grantee shall restore the surface of the ground to it's original condition after needed repairs are made.

Instrument # 192933

BEAR LAKE COUNTY

2005-10-26

01:20:32 No. of Pages: 2

Recorded for : LORENE WYLER ROBERTS

KERRY HADDOCK

Ex-Officio Recorder Deputy

Index to: EASEMENT

Fee: 6.00

Cindy J. Haddock

192933

EASEMENT APPURTENANT. The Right of way granted herein shall forever be an affirmative easement appurtenant to the Grantee's Property and any part thereof.

BINDING EFFECT. All rights and obligations provided for herein shall inure to the benefit of and be binding upon the heirs, successors, grantees, and assigns of the Grantors and Grantees and all rights, covenants, and obligations shall be construed as covenants running with the land.

EXECUTION. The Parties to this agreement have executed this Easement Agreement the day and year first above written.

GRANTORS

GRANTEE

Udell J. Roberts
UDELL J. ROBERTS

Lorene W. Roberts
LORENE WYLER ROBERTS

Laretta Roberts
LARETTA ROBERTS

STATE OF IDAHO)
)
COUNTY OF BEAR LAKE)

On this 26 day of October, 2005, before me, a Notary Public in and for said State, personally appeared UDELL J. ROBERTS and LARETTA ROBERTS, as Grantors; and LORENE WYLER ROBERTS, as Grantee, 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 the certificate first above written.

Kay Beck
NOTARY PUBLIC
Residing at: Ovid, ID
Commission Expires: 12-01-06



EXHIBIT "A"

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
LORENE WYLER ROBERTS	Spouse	Ovid, ID 83260
JOHN LaMAR ROBERTS	Son	811 Colombine Graig, CO 81625
CATHY SCOTT	Daughter	Georgetown, ID 83239
KRISTIE ROBERTS	Daughter	1388 Cottage Pocatello, ID 83201
BECKY COMPTON	Daughter	1109 Orchard Place Brigham City, UT 84302

EXHIBIT "B"

REAL PROPERTY

House and Lot located at Liberty, Idaho. . . \$ 58,000.00

Agricultural and meadow land located . . . 22,000.00
in Bear Lake County, Idaho

PERSONAL PROPERTY

Automobiles . . . \$ 15,000.00

Household Furniture and Furnishings . . . 10,000.00

Farm Equipment . . . 40,000.00

Miscellaneous Property . . . 500.00

TOTAL VALUE OF PROPERTY . . . \$145,500.00

V.

The decedent left an estate, as described in petitioner's Petition, consisting solely of community property of the decedent and his surviving spouse, LORENE WYLER ROBERTS, and that as the surviving spouse of the decedent, the petitioner is entitled to the Decree of this Court declaring and establishing that all of said community property became fully vested on the 18th day of November, 1983, in the petitioner as the sole heir of the decedent.

VI.

All notices have been given as required by law.

VII.

No inheritance tax is due and payable to the State of Idaho.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the petitioner, LORENE WYLER ROBERTS is the surviving spouse of the said decedent, and that the following described real and personal property is now and hereby vested in, and quieted in, and distributed, to LORENE WYLER ROBERTS as of the 18th day of November, 1983, free and clear of all right, title, estate, claim or demand of any person or persons claiming or attempting to claim under the said ROBERT LaMAR ROBERTS, deceased, as heir or otherwise, except as a proper creditor.

The real and personal property so decreed and distributed is more particularly described in Exhibit "B" attached hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that any other community property not now known or discovered which may belong to said decedent or said estate and the petitioner, or in which the said decedent and petitioner may have an interest, be, and the same hereby is distributed and vested in LORENE WYLER ROBERTS absolutely.

DATED this 18th day of November, 1983.




WALLACE M. TRANSTRUM
Lawyer Magistrate

INDEXED

BEAR LAKE COUNTY RECORDER
JOAN P. LBORN

LYNN BROWER
Attorney at Law
469 Washington Street
Montpelier, ID 83254
Telephone: 208-847-2499

DEC 6 PM 12 22
FEE

BEAR LAKE COUNTY RECORDER
JOAN P. LBORN
1201 8 1993

1201 8 1993

2:00 P.M. No. 961
Joan P. Lborn
E. Anne Bolton

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

IN THE MATTER OF THE
ESTATE OF

ROBERT LAMAR ROBERTS,

Deceased.

PROBATE CASE NO. 961

DECREE VESTING ESTATE
IN SURVIVING SPOUSE

THE PETITION of LORENE WYLER ROBERTS for a Decree vesting an estate in her, as a surviving spouse having come before the Court for hearing, and the Court having heard the evidence and being fully advised in the premises, the Court makes the following findings:

I.

ROBERT LAMAR ROBERTS died on the 13th day of October, 1983, at Kemmerer, Lincoln County, Wyoming. At the time of his death, said decedent was domiciled in Bear Lake County, Idaho.

II.

The decedent died intestate.

III.

The decedent was survived by the heirs named in Exhibit "A" attached hereto and incorporated herein by reference thereto.

IV.

The decedent, ROBERT LAMAR ROBERTS, and the petitioner, LORENE WYLER ROBERTS, intermarried on the 23th day of May, 1953, at Logan, Cache County, Utah, and ever since that date until the date of decedent's death, were husband and wife.

INSTRUMENT NO. 74327.

THIS INDENTURE, Made the 7th day of November, in the year of our Lord, one thousand nine hundred and fifty seven, between DAVID ROBERTS and LOTTIE H. ROBERTS, husband and wife, formerly of Liberty, County of Bear Lake, State of Idaho, parties of the first part, and ROBERT LAMAR ROBERTS of Liberty, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of THREE THOUSAND AND NO/100 DOLLARS lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

Commencing at a point on the South side of the County Road 122 feet East from the Southwest corner of the Southeast quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 52°37' East 85 feet; thence South 31°31' West 210 feet; thence North 55°30' West 398 feet; thence North 19°23' East 236 feet; thence South 52°37' East 363 feet to the place of beginning and containing 2.14 acres of land be there more or less.

SAVING AND EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED LAND TO-WIT:

Commencing at a point 40 feet North 54°11' W. and 83 feet North 37°30' East from the Southeast corner of the Southwest quarter of Section 4, Township 13 South, Range 43 East, Boise Meridian in Idaho; running thence South 37°30' West 231 feet; thence North 55°02' West 163 feet; thence North 20°28' E. 248 feet; thence South 52°30' East 236 feet to the place of beginning and containing 1.09 acres, more or less.

\$3.30 Cancelled Documentary Stamps affixed.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in laws as in equity of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and said parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said parties of the first part, and their heirs and against any and all persons whatsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

David Roberts (SEAL)

Lottie H. Roberts (SEAL)

STATE OF IDAHO, }
COUNTY OF BEAR LAKE }

UNITED STATES OF AMERICA

On this 9th day of November, in the year of our Lord one thousand nine hundred and fifty seven, before me, John B. Hoge a Notary Public within and for said County and State personally appeared DAVID ROBERTS and LOTTIE H. ROBERTS, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

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

(SEAL)

My Commission Expires:
25 June 1958.

John B. Hoge
Notary Public for Idaho,
Residing at Paris, Idaho.

Recorded at request of David Roberts
at 3:50 o'clock P.M., this 21st day of January, A.D. 1958

Fees, \$ 1.50

Sam V. Tunks

County Recorder.

Deputy.

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, D. C. April 1, 1927,

I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
(SEAL)

M. F. Leroy, Recorder.

Filed at request of E.L. McClave, Dec. 2nd 1927, at 1:30 p.m.,

By

Deputy.

AMY MUNK, County Recorder.

30661

60

THE UNITED STATES OF AMERICA.

To all to whom these Presents shall come, Greeting:

CERTIFICATE)
No. 690.)

WHEREAS George Krippner of Bear Lake County, Idaho Territory, has deposited in the General Land Office, of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho Territory, whereby it appears that full payment has been made by the said George Krippner according to the provisions of the Act of Congress of the 24th day of April 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South East quarter of the North West quarter, the North East quarter of the South West quarter and the lots numbered two and three of Section thirty one in Township fourteen South of Range forty six, East of Boise Meridian in Idaho Territory, containing one hundred and sixty acres and sixty nine hundredths of an acre according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said George Krippner.

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said George Krippner and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs and in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Benjamin Harrison, President of the United States of America have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the eighteenth day of January, in the year of our Lord one thousand eight hundred and ninety, and of the Independence of the United States the one hundred and fourteenth.

BY THE PRESIDENT:

(SEAL)

Benjamin Harrison,

By, E. McLean, Secretary,

J.M. Townsend, Recorder of the General Land Office,

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE.

Washington, D. C. APR. 1, 1927.

I, hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.
(SEAL)

M.F. LeRoy, Recorder.

Recorded at request of E.L. McClave, Dec. 2nd 1927, at 1:40 p. m.,

By

Deputy.

AMY MUNK, County Recorder.

30662

DEED.

This indenture made this 17th day of August, 1927, between Mary Jane Hymas, widow of John A. Hymas, deceased, and John W. Hymas, Mary Ann Parker, Joseph M. Hymas, Benjamin P. Hymas, Saddle C. Morgan, Arthur J. Hymas, Alice L. Johnson, David M. Hymas, Martha J. Johnson, Thomas M. Hymas, Rebecca R. Jensen, Charles E. Hymas, Wilford W. Hymas, Lottie Roberts, Melvin Hymas and Mabel Hymas Toomer, who, with the said Mary Jane Hymas, are the devisees named in that certain will executed by John A. Hymas, deceased, on the 28th day of February, 1917, the parties of the first part, and David Roberts party of the second part, WITNESSETH:

WHEREAS, by the will of John A. Hymas, deceased, which will is dated February 28th 1917, the said John A. Hymas, deceased, willed and devised to Mary Jane Hymas a life estate in and to the hereinafter described real property, and after the termination of said life estate the said real property was to go to the children of the said John A. Hymas, deceased, as hereinafter set forth in this instrument, and

WHEREAS, the said widow and the said children desire to at this time quit-claim all interest in and to said real property,

NOW, THEREFORE, in consideration of the sum of TWO THOUSAND DOLLARS, lawful money of the United States, to them in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, the said parties of the first part do by these presents, remise, release, grant, bargain, sell, convey and quitclaim unto the said party of the second part, and to his heirs and assigns, all the right, title, interest, estate claim and demand, both at law and in equity, and as well in possession as in expectancy, the life

estate or remainder that they have, or that might come, to us, as heirs or devisees of the estate of John A. Hymas, deceased, or otherwise, of, in, and to all that certain lot and parcel of land, situate in the county of Bear Lake, State of Idaho, and more particularly described as follows, to wit:

Commencing at a point on the south side of the county road 122 feet East from the Southwest Corner of the Southeast Quarter of Section 4 in Township 13 South Range 43 E.B.M., and running thence S. 52°37' E. 85 feet; thence S. 31°31' W. 210 feet; thence N. 55°30' W. 398 feet; thence N. 19°23' E. 236 feet; thence S. 52°37' E. 363 feet, to the place of beginning and containing 2.14 acres of land be there more or less, together with all improvements thereon.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues, and profits thereof.

To have and to hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF THE said parties of the first part have hereunto set their hands and seals the day and year first above written.

Mary Jane Hymas,
Joseph M. Hymas,
Chas. E. Hymas,
Melvin Hymas,
Alice L. Johnson,
Mary Ann Parker,
Lottie Roberts,
John W. Hymas,
Thomas M. Hymas,

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Martha Johnson,
E. F. Hymas,
Arthur J. Hymas,
Caddie C. Morgan,
David M. Hymas,
Rebecca R. Jensen,
Mabel Toomer,
Wilford W. Hymas,

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO, : ss.
County of Bear Lake, : ss.

On this 17th day of August, 1927, before me W. Smith Hoge, a Notary Public, in and for the State of Idaho, personally appeared, Mary Jane Hymas, Joseph M. Hymas, Charles E. Hymas, Melvin Hymas, Alice L. Johnson, Martha Johnson, E. F. Hymas, Arthur J. Hymas, Caddie C. Morgan, David M. Hymas, Mary Ann Parker, and Lottie Roberts, 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.

(SEAL)

W. Smith Hoge, Notary Public,

State of Idaho,
County of Minidoka, ss

On this 5th day of Nov. 1927, before me H. V. Creason a Notary Public, in and for the State of Idaho, personally appeared John W. Hymas, and Thomas M. Hymas and Rebecca R. Jensen, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 5th day of Nov. 1927.

(SEAL)

H.V. Creason, Notary Public,
Residing at Rupert, Idaho.

STATE OF IDAHO,)
County of Jefferson,) ss

On this 15th day of November, 1927, before me Bash L. Bennett a Notary Public in and for said County, personally appeared Wilford W. Hymas and Mabel Toomer 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.

(SEAL)

My Commission expires Nov. 9th 1930.

Bash L. Bennett, Notary Public for Idaho
Residence: Rigby, Idaho.

Recorded at request of David Roberts, Dec. 2nd 1927, at 2:45 p. m.,

By



Deputy.

AMY NUNK, County Recorder.

Note:- A duplicate of this Certificate is issued to the claimant as notice of the acceptance of the proof and payment, and of the allowance of the entry by the Register and Receiver.

The original is forwarded to the General Land Office, with the entry papers for approval by the Commissioner of the General Land Office and issuance of patent.

The duplicate copy forwarded to the claimant should be held until notice of issuance of patent is received.

In all correspondence concerning the entry in connection with which this Certificate issued, refer to the name of the Land Office and the Serial Number noted hereon.

Recorded at request of E. L. McClave, Nov. 20th, 1918, at 35 min. past 10 o'clock A. M.

H. H. Broomhead.
County Recorder.

No. 16089. IN THE PROBATE COURT OF THE COUNTY OF BEAR LAKE.
STATE OF IDAHO.

In the matter of the estate of)
John A. Hymas,) ORDER CONFIRMING REPORT OF COMMISSIONERS AND
Deceased.) ASSIGNING THE WHOLE OF THE REAL ESTATE TO
TWO OF THE HEIRS.

The report of William B. Morgan, Charles Linford and Samuel Matthews, the Commissioners heretofore appointed by this court to make partition of the property of the above named estate, having been filed herein, and it appearing from said report that said commissioners are of the opinion that the real estate cannot be divided without prejudice or inconvenience to the owners thereof; that the true value of said real estate is Nine Thousand Dollars (\$9000); and that such commissioners have recommended that the whole estate be assigned to one or more of the parties entitled to share therein, who will accept it.

That Melvin Hymas and Lottie Hymas Roberts, two of the parties entitled to share in said estate, will accept the whole thereof, if assigned to them, and will pay to the other parties interested their just proportion of the true value thereof, or secure the same to their satisfaction; and it appearing to be just and proper that such report be confirmed.

It is hereby ordered, that such report be confirmed; and that the whole of said estate be assigned to the said Melvin Hymas and Lottie Hymas Roberts upon them making or securing the payment to the other parties interested of their just proportion of the true value of such property.

The property so assigned as aforesaid is particularly described as follows, to-wit:

Commencing at the south-east corner of Section four (4) in Township thirteen (13) south of Range forty three (43) East of the Boise Meridian and running thence West 19.45 chains; thence N. 35° 45' E. 2.57 chains; thence N. 61° 45' E. 3 chains; thence N. 12° E. one chain; thence N. 11° 35' W. 2 chains; thence N. 35° E. 27 chains; thence South 4 links; thence N. 36° 20' E. 5.84 chains; thence S. 75° 14' E. 5.60 chains; thence S. 0° 21' W. 7.70 chains; thence S. 11° 51' E. 4 chains; thence S. 14° 39' W. 4 chains; thence S. 17° 39' W. 5.50 chains; thence S. 30° 19' W. 9.50 chains; thence West 1.42 chains to place of beginning and containing 46.95 acres, more or less.

Also, commencing at a point 3.05 chains East and 21 links S. 52° 30' E. from the north-west corner of the north east quarter of Section nine (9) in Township 13 S. R. 43 E. B. M., and running thence S. 52° 30' E. 3.99 chains; thence S. 20° 30' W. 62.77 chains, more or less, to Liberty Creek; thence up said Creek to its intersection with the West boundary line of the North east quarter of said Section 9; thence North 11 chains; thence N. 20° 30' E. 46.10 chains, more or less, to the North boundary line of said Section 9; thence S. 54° 23' E. 6.04 chains; thence N. 25° E. 3.95 chains to place of beginning and containing 58.50 acres of land, more or less.

Also, commencing at a point 26.62 South from the north-east corner of the S. W. 1/4 of the N. W. 1/4 of said Section 9 and running thence S. 19° 30' W. 8.60 chains; thence S. 48° 25' E. 4 chains; thence North 11 chains to place of beginning and containing one acre and 96 square rods, more or less.

Also, commencing at a point 5.85 chains West and 7.49 chains North from the south-west corner of the N. W. 1/4 of Section 3 Twp. 13 S. R. 43 E. B. M., and running thence S. 82° 30' E. 2.71 chains; thence N. 2° E. 3.78 chains; thence N. 62° 30' W. 2.71 chains; thence S. 2° W. 3.78 chains to place of beginning and containing 1.40 acres, more or less.

Dated this 6th day of November, 1918. E. J. Haddock. Probate Judge.
(seal)

State of Idaho)
County of Bear Lake) ss

I, E. J. Haddock, Probate Judge in and for Bear Lake County, Idaho, hereby certify that the above and foregoing is a full, true and correct copy of the original order confirming report of Commissioners and assigning estate to heirs as filed and of record in my office.

Dated this 20th day of November, 1918. E. J. Haddock. Probate Judge.
(seal)

Recorded at request of Jos. E. Hymas, November 22nd, 1918, at 5 min. past 2 o'clock P. M.
H. H. Broomhead. County Recorder.

Public in and for said County, personally appeared Anton Longenbohm and Eliza Longenbohm, 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.

(seal) A. H. Dawson, Notary Public.
Grace, Idaho.

Recorded at request of Idaho Ranch Co., Oct. 9th, 1918, at 15 min. past 9 o'clock A. M.
H. E. Brodhead, County Recorder.

No. 16028. IN THE PROBATE COURT OF THE COUNTY OF BEAR LAKE, STATE OF IDAHO.

In the matter of the estate of John A. Hymas, Deceased. DECREE OF DISTRIBUTION.

Joseph M. Hymas, the executor of the estate of John A. Hymas, deceased, having on the 26th day of August, 1918, filed in this court his petition, setting forth, among other matters, that all the accounts have been finally settled; that said estate is in a condition to be closed; and that said estate remains to be divided among the heirs of said deceased; and praying that said residue be distributed to the parties entitled thereto; and said matter coming on regularly to be heard this 6th day of September, 1918, this Court proceeds to the hearing of said petition, and it appearing to the satisfaction of this Court that the time was duly fixed and the place for the hearing of said petition, and gave due notice thereof as required by law; that said accounts have been finally settled; that all taxes upon the property have been fully paid, and that the residue of said estate, consisting of the property hereinafter particularly described, is now ready for distribution and that the said estate is now in a condition to be closed.

And it further appearing that the residue of said estate is real and personal property; that said John A. Hymas died testate, in the county of Bear Lake, State of Idaho, on the 8th day of November, 1917, leaving surviving him those certain persons whose names and relationship to the said deceased are as follows, to-wit: Mary Jane Hymas, widow of said deceased, and the following children: John W. Hymas, Mary Ann Parker, Joseph M. Hymas, Benjamin P. Hymas, Caddie C. Morgan, Arthur J. Hymas, Alice L. Johnson, David M. Hymas, Martha J. Johnson, Rebecca R. Jensen, Charles E. Hymas, Wilford W. Hymas, Lottie Roberts, Melvin Hymas, Mabel Hymas, and Thomas E. Hymas.

That since the rendition of his said final account no moneys have come into the hands of the executor; that the estimated expenses of closing said estate amount to about \$125.00.

That by the will of said decedent, which was duly admitted to Probate herein on the 4th day of Feb'y. 1918, said deceased devised and bequeathed his whole estate to the persons and in the proportions and manner in said will, and hereinafter specified.

Now, on this, the said 6th day of Sept. 1918, on motion of D. C. Runz, Esq., counsel for said executor, and no objections being made thereto.

It is hereby ordered, adjudged and decreed that the residue of said estate of John A. Hymas, deceased, hereinafter particularly described and now remaining in the hands of said executor and any other property which may belong to the said estate or in which the said estate may have any interest be and the same is hereby distributed as follows, to-wit: the same being in accordance with the terms and provisions of the last will and Testament of the said John A. Hymas, deceased: To Mary Jane Hymas, a life estate, the following tract or parcel of land with all improvements thereon;

Commencing at the south-east corner of the south west quarter of Section 4 in Township 13 south of Range 45 E. B. M., and running thence West 3.75 chains; thence N. 19° 30' E. 4.34 chains, more or less, to county road; thence S. 52° 30' E. along said road 6.59 chains; thence West 7.06 chains to the place of beginning.

Also, commencing at the northeast corner of the northwest quarter of Section 9 Township 13 south of Range 45 E. B. M., and running thence West 3.75 chains; thence N. 54° 23' E. 6.04 chains; thence N. 26° E. 3.95 chains; thence N. 52° 30' W. 21 links; thence West 5.05 chains to place of beginning, containing in all two and thirty-five hundredths (2.55) acres, more or less.

To the said Mary Jane Hymas also a one-third interest, during her life time, that is to say, a life estate, in and to the real property hereinafter described in this decree.

Also the sum of One Thousand One Hundred and Fifty nine (\$1159.00) Dollars, the same being one-third interest in all money now in hand of the executor.

To John W. Hymas an undivided one twenty-fourth interest in and to all the real property or tracts of land hereinafter described. Also the sum of One Hundred and forty four and ninety cents (\$144.90).

To Mary Ann Parker an undivided one twenty-fourth interest in and to all the real property or tracts of land hereinafter described. Also the sum of One Hundred and forty four and ninety cents (\$144.90).

To Joseph M. Hymas an undivided one twenty-fourth interest in and to all the real property or tracts of land hereinafter described. Also the sum of One Hundred and forty four Dollars and ninety cents (\$144.90).

To Benjamin P. Hymas an undivided one twenty-fourth interest in and to all the real property or tracts of land hereinafter described. Also the sum of One Hundred and forty four Dollars and ninety cents (\$144.90).

To Caddie C. Morgan an undivided one twenty-fourth interest in and to all the real property or tracts of land hereinafter described. Also the sum of One Hundred and forty four Dollars and ninety cents (\$144.90).

To Arthur J. Hymas an undivided one twenty-fourth interest in and to all the real property or tracts of land hereinafter described. Also the sum of One Hundred and forty four Dollars and ninety cents (\$144.90).

To Alice L. Johnson an undivided one twenty-fourth interest in and to all the real property or tracts of land hereinafter described. Also the sum of One Hundred and forty four Dollars and ninety cents (\$144.90).

Application No 532

Final Receiver's Receipt No 527,
Bonnetate.

Receiver's Office, Ophid, Idaho

July 9th 1856.

Received of Nels Johnson the sum of six Dollars -
cents, being the balance of payment required by law
for the entry of 32 NE⁴ and NE⁴ NE⁴ Section 14 and
for the entry of SE⁴ NE⁴ of Section 11 in Township 13 South of Range
13 East, containing 160 acres under Section 2291 of the
Revised Statutes of the United States.

\$6⁰⁰

John Montgomery,
Receiver.

Recorded at the request of Nels Johnson. March 26, 1857
at 12.30 p.m.

J. L. Mantonga
Co Recorder.

Public Notice

I hereby given that the undersigned a citizen
of the United States hereby claims and appropriates
all the waters of Birch Springs, situated about two
miles East of Liberty, Bear Lake County Idaho Territory
or as much as will flow through a ditch two feet wide
at the bottom, three feet wide at the top and six
inches deep, with a fall of one inch to the rod.
The point of diversion of the waters of the said Birch
Springs is near the mouth "Poison Hollow", and where
this Notice is posted. And the undersigned does here-
by claim and appropriate all the water of said springs
and all streams or springs flowing into the same
along the line or above the ditch aforesaid. The said
appropriation to be conducted from the point of
diversion into said ditch of the dimensions aforesaid
and through said ditch for irrigating purposes, in the

the land at the mouth of Poison Hollow in Sec 3 T 13 S
Range 43 E of Boise meridian in Idaho Territory
Bear Lake Co. I. T. Mar 25th 1887.

John Hyman.

Territory of Idaho }
County of Bear Lake } ss.

I hereby Certify that I have this 25 day
of March 1887, posted a notice as above designated which
was a true & correct copy of the foregoing.

John Hyman.

Recorded at the request of John Hyman March 26th 1887
at 12.40 p.m.

J. L. Mantonga
Co. Recorder.

Know all men by these presents, that I Angus McIntosh
for and in consideration of the sum of Two hundred and
fifty Dollars in hand paid, have this day sold to Catherine
Leonard, that certain dwelling house and premises sold
to me by Marvin Allred, Sheriff, it being situated on
the following parcel of land, Commencing at a point fifty
feet from the N. E. corner of the place commonly known
as the Elk Hotel or Valley House and running thence South
100 feet, thence East 200 feet, thence North 100 feet, thence
West 200 feet to the place of beginning, containing about
73 rods of land, Given under my hand this March
18th 1887,

Angus McIntosh

Witness,

J. W. Smith,

Recorded at the request of Catherine Leonard, March 30th 1887 at 4.15 p.m.

J. L. Mantonga
Co. Recorder



I, Bryce A. Contor, declare and affirm the following information regarding my field reconnaissance of the Place of Use and Points of Diversion (PODs) to be claimed by Angela Pelissie in the Bear River Basin Adjudication, based on Statutory Claim 11-4214. It is my understanding that until recently the Place of Use had been enrolled in the U.S. Department of Agriculture's Conservation Reserve Program (CRP), which I understand to be a defense against water-right forfeiture in Idaho.

I 66 years old and I live in Iona, Idaho. I am employed by Rocky Mountain Environmental Associates, Inc. of Idaho Falls, Idaho, where my title is Principal Hydrologist. My background for this work includes making recommendations in the Snake River Basin Adjudication (SRBA) as an employee of Idaho Department of Water Resources (IDWR), and performing field observations to verify place of use, point of diversion and beneficial use for SRBA claims as an employee and later as a subcontractor of IDWR. I hold a master's degree in hydrology from the University of Idaho.

I visited and walked the Place of Use and locations of the PODs on October 21, 2022 and again on May 25, 2023. The attached Field Reconnaissance Map, which I have initialed in the lower right corner, is a correct representation of the features I identified and observed.

I observed that the North Irrigation POD is an earthen dam about 12 feet high. It is breached in the center, approximately where the original stream channel would have flowed. Both times that I visited the site, water was flowing along the east side of the area that would have been inundated by the reservoir pool, crossing the dam at its eastern end and flowing back into the natural channel within 30 or 40 feet of the downstream face of the dam. On May 25 I observed water marks and debris indicating that earlier that spring, additional flow had come through the breach of the dam. I did not observe any structure or devices at the Central Irrigation POD, but mapped it from the ditch-trace reconnaissance described below. At the South Irrigation POD I saw an earthen dam approximately six feet high, also breached in the center. A sturdy 2 x 12 plank estimated at about eight feet long was at this location. Farther downhill I observed an aluminum hand-line sprinkler pipe within the Place of Use.

Two distinct ditch traces were apparent onsite, and are visible in some higher-resolution aerial images. The mapped trace for the east ditch is from GPS readings I took while walking the ditch in October of 2022, and the trace of the west ditch is from my GPS readings from walking the ditch in May of 2023.

The ditches enter the parcel at locations that would allow gravity irrigation essentially of the entire parcel. I did not identify traces of the field ditches, but topography would have allowed ditches that followed the east and west fencelines. I have irrigated myself, and observed gravity irrigation by others, on parcels as steep, and with similar topography, as this place of use. I also have observed handline sprinkler irrigation of similar topography.

I drew the "Fence (approx)" feature from aerial imagery, based on my observations while walking the parcel. It corresponds well with the place of use mapped by hand in the original Statutory Claim filing for 11-4214.

I affirm that this is a correct description of my observations.

Bryce A. Contor
Signature

25 July 2023
Date

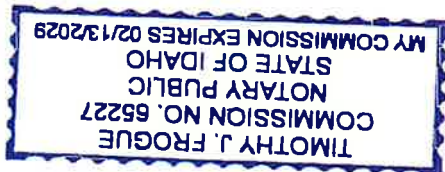
State of Idaho
County of Bonneville

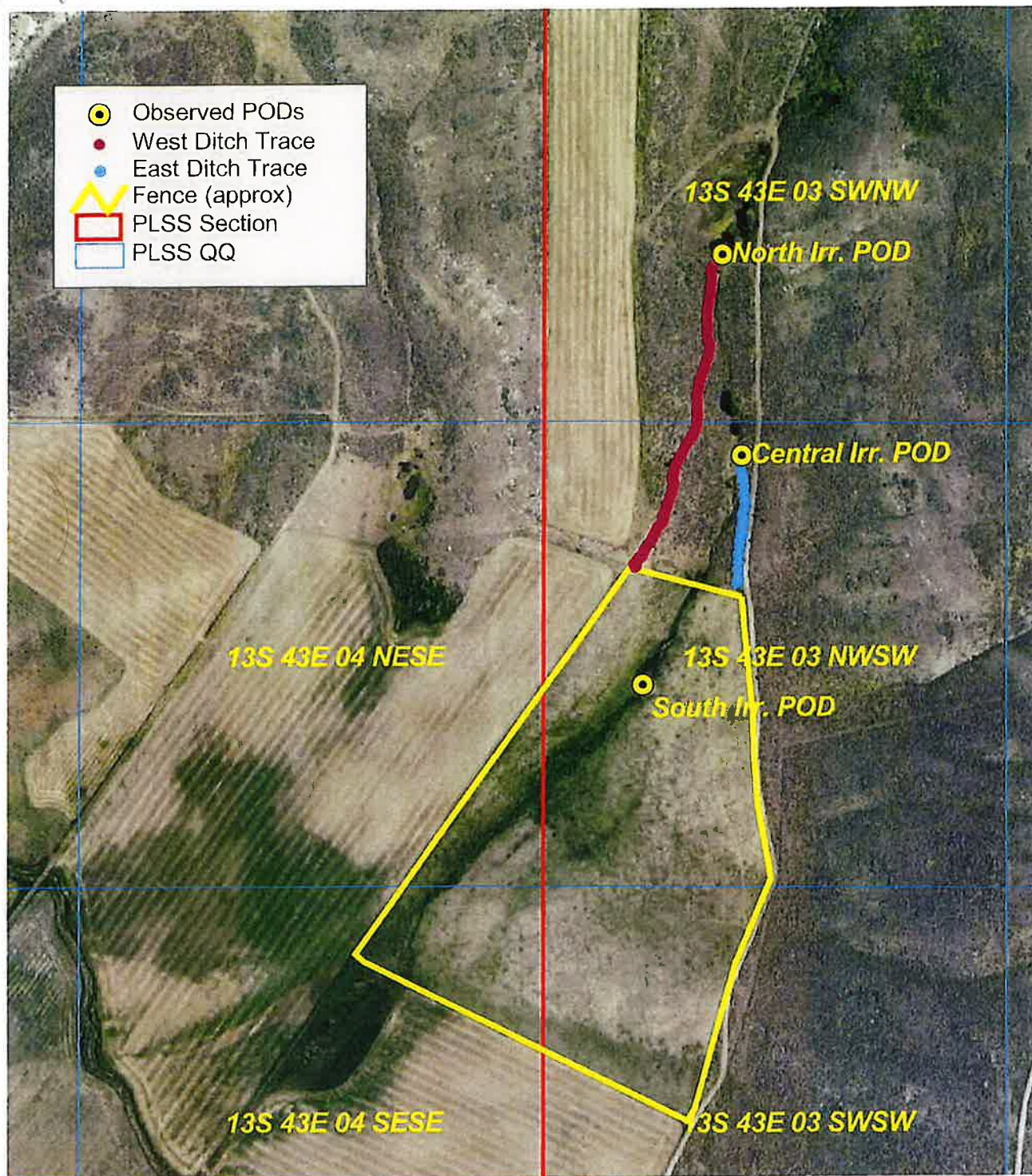
This instrument was signed and affirmed before me on 25th of July
by Bryce A. Contor.

[Signature]
Notary

(seal)

My commission expires:
2/13/2029





- Observed PODs
- West Ditch Trace
- East Ditch Trace
- Fence (approx)
- PLSS Section
- PLSS QQ

2021 USDA NAIP Image
200 0 200 400 Feet



482 Constitution Way, Suite 303
Idaho Falls, ID 83402
208-524-2353

Field Reconnaissance Map

Pelissie - 11-4214

BAC

Project 22-0183

Public Notice

Is hereby given that the undersigned a citizen of the United States hereby claims and appropriates all the waters of Birch Springs situated about two miles East of Liberty Bear Lake County Idaho Territory or as much as will flow through a ditch two feet wide at the bottom, three feet wide at the top and six inches deep with a fall of one inch to the road. The point of diversion of the waters of the said Birch spring is near the mouth of "Boisen Hollow" and where this notice is posted. And the undersigned does hereby claim and appropriate all the waters of said springs and all streams or springs flowing into the same along the line or above the ditch aforesaid. The said appropriation to be conducted from the point of diversion into said ditch of the dimensions aforesaid and through said ditch for irrigating and agricultural purposes onto the land at the mouth Boisen Hollow in Sec 3 T18S Range 43E of Boise meridian in Idaho Territory, Bear Lake Co. ID. Mar 25th 1887

Territory of Idaho
County of Bear Lake

John Heymas

I hereby certify that I have this 25th day of March 1887 posted a notice as above designated, which was a true & correct copy of the foregoing

John Heymas

RECEIVED
MAR 18 1982
DEPARTMENT OF LABOR RECORDS
Eastern District Office

Guid for record
March 26th 1887
at 12.40 P.M. 1887
and recorded in
Book of Macellum
Records page 132.
O. E. Montgomery
To Recorder.

RECEIVED
OCT 23 2023

!DWR/P reston

Claim ID	\$ for Claim	Notes
11-47	\$105.70	Decreed irrigation - Homestead
11-4214	\$74.70	Posted notice - upper fields
11-XXXX Ben Use	\$50.00	Acres paid w/ 11-47. Ben. Use irrigation.
11-YYYY	\$25.00	Stockwater - Ovid Ditch
11-ZZZZ	\$25.00	Stockwater - Ovid creek
11-ABAB	\$25.00	Domestic GW - includes corral & calf pasture stockwater
Total	\$305.40	

Claimant:
Claim ID:

A Pelissie
11-4214

	Rate/Unit	Unit	# Units	\$ Amount
De Minimis	\$25	Claim		
Non-De Minimis	\$50	Claim	1	\$50.00
Irrigation	\$1	Acre	24.7	\$24.70
Power Generation	\$3.50	KW of Capacity		
Aquaculture	\$10	cfs		
Municipal, industrial, commercial, mining, heating, cooling	\$100	cfs		
Public instream flow, public lake level maintenance, wildlife	\$100	cfs		
Fire protection	\$0	cfs		
Groundwater recharge	\$0	cfs or afa		

Total \$74.70

Duplicate this worksheet once for each claim.

Note:
Posted notice - upper fields

FILING FEES

Each claim submitted must include the filing fee. The filing fee for domestic and/or stockwater use claims diverting less than 13,000 gallons of water per day is \$25.00. However, if you are filing more than four (4) claims in which the only purpose of use listed is stockwater, only the first four (4) claims require the \$25.00 filing fee. All additional stockwater claims are fee exempt once the \$100.00 in filing fees has been paid for the first four (4) stockwater only claims filed after July 1, 2017.

The flat fee for filing all other claims filed is \$50.00 per claim. An additional variable filing fee based upon acreage, power generating nameplate capacity, cubic feet per second (cfs) amount, or an equivalent volume of storage water is required for claims for water uses other than domestic and/or stockwater uses diverting less than 13,000 gallons of water per day. Use Table 3 to calculate the variable fee. Add the calculated variable fee to the \$50.00 flat fee to determine the total fee for the claim. The exceptions are fire protection or ground water recharge which have a \$50.00 flat fee, and no variable fee.

Examples for a single claim to a water right with single source and same priority date:

Single family domestic and stockwater use, less than 13,000 gallons per day in total	\$25.00
100 acres irrigation, domestic and stockwater as above	\$150.00
Fish propagation, 4.2 cfs	\$92.00
Multiple family domestic, 1.6 cfs, irrigation of yards and gardens, 14 acres	\$224.00

TABLE 3. VARIABLE FEE SCHEDULE

Irrigation	\$1.00 per acre	Each acre is charged only once.
Power generation	\$3.50 per kilowatt of capacity	Manufacturer's nameplate rating, or \$250,000.00, whichever is less.
Aquaculture	\$10.00 per cfs	
Domestic, stockwater use in excess of 13,000 gallons per day	\$100.00 per cfs	
Municipal, industrial, commercial, mining, heating, cooling	\$100.00 per cfs	
Public instream flow, public lake level maintenance, wildlife	\$100.00 per cfs	
Exceptions: No variable fee is charged for fire protection or ground water recharge.		

RECEIVED
OCT 23 2023
IDWR/Preston