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No. 29991,

THIS AGREEMENT MADE AND ENTERED INTO, By and between Edwin A. Austin, as Trustee for the estate of Alnora N. Austin, deceased, party of the first part, and Lee Prescott, party of the second part.

Now therefore, said parties hereby agree to the following water rights in said stream, and its immediate springs and tributaries, and to the manner of its use on the lands, hereinafter described and belonging to the parties hereto, respectively:

cribed tracts of land: NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 19; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 30, Township 12 (twelve) South, Range 43 East, B. M., in Bear Lake County, State of Idaho; that for more than 20 years said parties in interest have used contiguously a considerable portion of waters of said stream and its spring "feeders" on said tracts of land, or some portion thereof, for beneficial purposes and irrigation.

Lot 4, Sec. 19; Lot 1, Sec. 30, Township 12 South, Range 43 East, B.M., said Bear Lake County; and that for several years last past such parties in interest have used a certain portion of the waters of said stream for purposes of irrigation and for beneficial use on said lands, or some areas thereof.

(3) It is now mutually agreed between the parties hereto, and the same, and all other provisions herein set forth shall be binding upon the heirs, successors and assigns of the parties hereto, that the entire interest in and to the use of the waters of said Snider Creek and its springs "feeders" shall be divided and used fifty-fifty by the parties hereto; and that for the purpose of obtaining the maximum benefits from the use of said waters, the same and all of it shall be used by one of the parties hereto at a time on the respective premises, by turn and turn about, or by rotation; that such individual use shall be for a minimum period of five days, but that the parties hereto may agree hereafter on "turn" of longer period.

(4) It is specially agreed and understood that said second party may have the

Deputy

privilege in the future of piping one of the small springs, involved in this water right, from its source down to the farm dwelling house of second party on his said premises, for domestic, house, garden and lawn use; however, it is here specified that the lower-main part of said pipe line shall be of pipe not exceeding one-half inch in diameter. And that in connection with this special pipe-line privilege, it is agreed on part of second party that any loss which first party shall sustain in the use of said waters by reason of such special use by second part, shall be compensated for by a longer period of use of the main velum of said stream and its spring "feeders" on the premises of first party.

Finally, it is mutually agreed and understood that each party hereto shall faithfully abide by the foregoing stipulations, and carry out the letter and the spirit of the foregoing agreement, and hereby state as between the parties hereto the uses of said waters herein provided for shall become appurtenant to the tracts herein described respectively.

IN WITNESS WHEREOF, We have hereunto set our hands this 28th day of May, 1927.

Edwin A. Austin, Trustee.
Lee Prescott,

STATE OF IDAHO,)
) ss
County of Bear Lake)

On this 28th day of May, 1927, before me Edwin L. McClave, a Notary Public in and for said County and State, personally appeared before me Edwin A. Austin, Trustee of the estate of Alnora N. Austin, now deceased, and Lee Prescott, 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 affixed my official seal the day and year in this certificate above written.

(SEAL)

Edwin L. McClave, Notary Public,
Residing at _____ Idaho,
My Commission expires March 8th 1928,
Residence, Montpelier, Idaho.

Filed for record at request of Lee Prescott, May 31st 1927, at 2:45 p. m.,

Fee \$1.60.

ARY MUNK, County Recorder,

Deputy.

To Whom it May Concern:

I have known that Chris Carlsen and Dennis Carlsen have irrigated using the water known as Snyder Creek long before 1970.

Sincerely,

*I was born in 1939 water has
been used as long as I know*

Melvin Lyon

208-945-2218

I, Dennis M. Carlsen, Owner of ~~Property~~
the following described Tracts of Land: SE $\frac{1}{4}$ SW $\frac{1}{4}$,
Sec. 19; NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, sec. 20, Township
12 south, Range 43 East, B.M. in Bear Lake
County, state of Idaho and prior owners have
for more than 65 years have used continuously
waters of said stream ^{known as} "Snyder Creek" and its
spring feeders on above said Tracts of Land or
some portion thereof for beneficial purposes and
irrigation.

I, Dennis M. Carlsen, am therefore ~~thereby~~ ^{protesting}
~~two~~ ^{two} exceptions ~~to~~ ^{& protesting} the filing by Roy Hincks
published in the News Examiner Feb 28, 1974 & Mar 7, 1974 Bear Lake County, Idaho
on ~~the~~ spring waters on the SE $\frac{1}{4}$, SE $\frac{1}{4}$
Sec 24 & NE $\frac{1}{4}$, NE $\frac{1}{4}$ of Sec 25.

I, Dennis M. Carlsen herewith claim through
the decree on record, ~~2nd~~ ^{2nd} ~~the~~ the Bear Lake County Court
House Boise Idaho. and through the use of the Snyder

creek stream and its feeders by Edwin A. Austin
C.N. Carlsen (2nd) user & myself since purchasing
from C.N. Carlsen ~~having been used for more than~~
~~65 years~~, that ^{a water right to} Snyder creek waters & Feeder
streams has been established by this use with
the exception of the 2 inch line coming from
a feeder stream ~~and a split use of this~~ ^{As explained in accompanying information}

~~split~~ Feeder spring between parties and owners
since the installation of said Feeder springs
~~Two Exceptions Pertaining~~

May it also be noted that I recognize
a need for culinary water by Roy Hinks &
therefore am willing to make an exception and
allow Roy Hinks to construct a water box for
retaining sufficient water to feed a 1" line
to his household & milking area for Culinary
use for his cattle and household use including lawn
watering and a reasonable garden but no ~~any~~ agriculture

irrigating and that no time shall the line capacity exceed one (1") inch line for carrier purposes of transporting the water. Also that the holding construction shall not inhibit nor deter the movement of ~~the~~ waters, by, around, or past this construction on its way to feed Snyder Creek.

I also take exception ^{& protest} to any rights established or changes made to the feeder spring found on the followed described property ^{of the} NE $\frac{1}{4}$

Des: NE $\frac{1}{4}$ Sec 25, except to create a holding pond, ^{for watering livestock only,} not to exceed 1000 Gallons of holding capacity, ~~deter~~ nor should this construction, deter, obstruct, or detain additional waters over above the 1000 Gallons at any time nor should the pond be used for irrigation purposes.

In witness whereof I set my hand
this March 1974.