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DEC 08 2023

DEPARTMENT OF
WATER RESOURCESIN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE BEAR RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 79576

Claim ID: 11-4268Date Received: 12/8/23

Receipt No: _____

Claim Fee: _____ By: S.O.NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

- Name of claimant(s) United States on behalf of USFWS Phone (503) 231-6167
Mailing address USDOJ, 550 West Fort Street, MSC 033 Boise Idaho Zip 83724
Street or Box City State
Email address (optional) rachel_esralew@fws.gov (Agent of the FWS)
- Date of priority: (Only one per claim) 6/1/1969 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water () or Other (✓) (a) Bear River
which is tributary to (b) Great Salt Lake
- a. Location of point of diversion is: Township 14S, Range 45E, Section 17,
SW 1/4 of NE 1/4, Govt. Lot _____, BM, County of Bear Lake
Parcel no. RP14S45E170800 (AIN: 05102.00)
Additional points of diversion, if any: _____
If available, GPS Coordinates -111.215153, 42.204946 (WGS84)
- b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
- Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

The diversion structure is a dam in the Bear River that is utilized to divert water under other rights including 11-908 and 11-7507, owned by Grimmer Black Otter Irrigation Company, as well as 11-899, owned by Dingle Irrigation Company. The dam is east of FWS property and diverted water is conveyed westward through a canal system approximately 5.5 miles before reaching the place of use.

6. Water is claimed for the following purposes:

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

For Wildlife purposes from 04/15 to 10/15 amount 2.22 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.22 (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.)

Water is used to maintain and enhance approximately 130 acres of wetland habitat for waterfowl and colonial nesting birds.

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	
14S	44E	16											W						
14S	44E	17															W	W	
14S	44E	20	W	W		W													
14S	44E	21						W	W			W							

Parcel no(s). N/A Total number of acres irrigated _____

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 (✓)

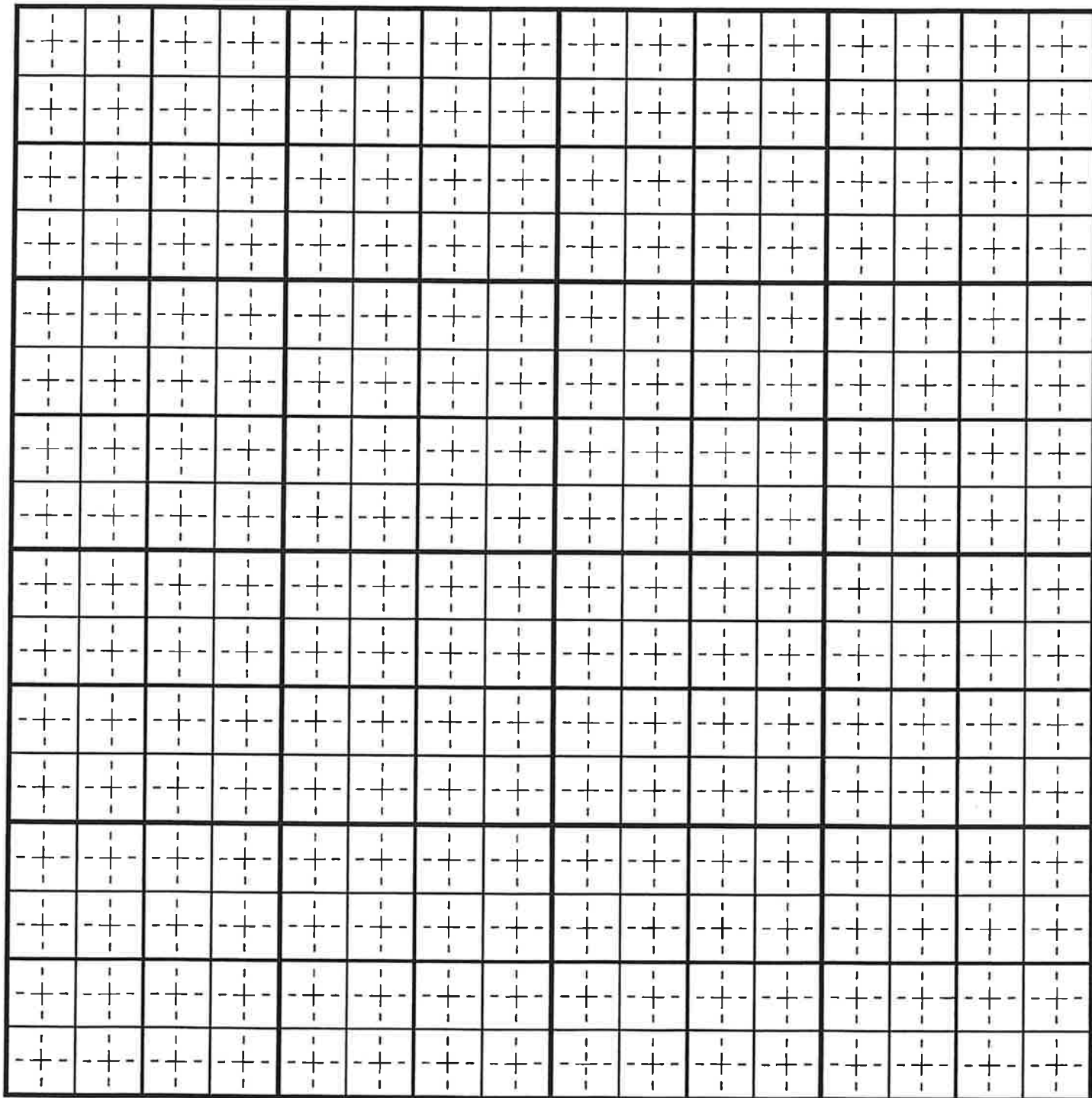
13. Remarks (Include an explanation of the priority date selected):

See Addendum A for more information regarding Questions #2, #6, and #9.

Name of claimant(s) U.S. Fish and Wildlife Service 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



Name of claimant(s) U.S. Fish and Wildlife Service

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 11-4268

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: Addendum / 2 Maps / Title Docs / Change in Water Right Ownership / Notice of Appearance

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.

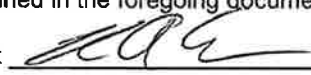
Signature of Claimant (s) _____ Date: _____

_____ 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

Water Resources Branch Chief of U.S. Fish and Wildlife Service, Region 1
Agent's title (Please print) Name of organization (Please print)

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

Signature of Authorized Agent  Date 12/7/2023

Printed Name of Authorized Agent Rachel Esralew

16. Notice of Appearance:

Notice is hereby given that I, (please print) U.S. DOJ - see attached Entry of Appearance, 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 _____ Date _____

Address _____

Name of claimant(s) U.S. Fish and Wildlife Service Claim ID _____



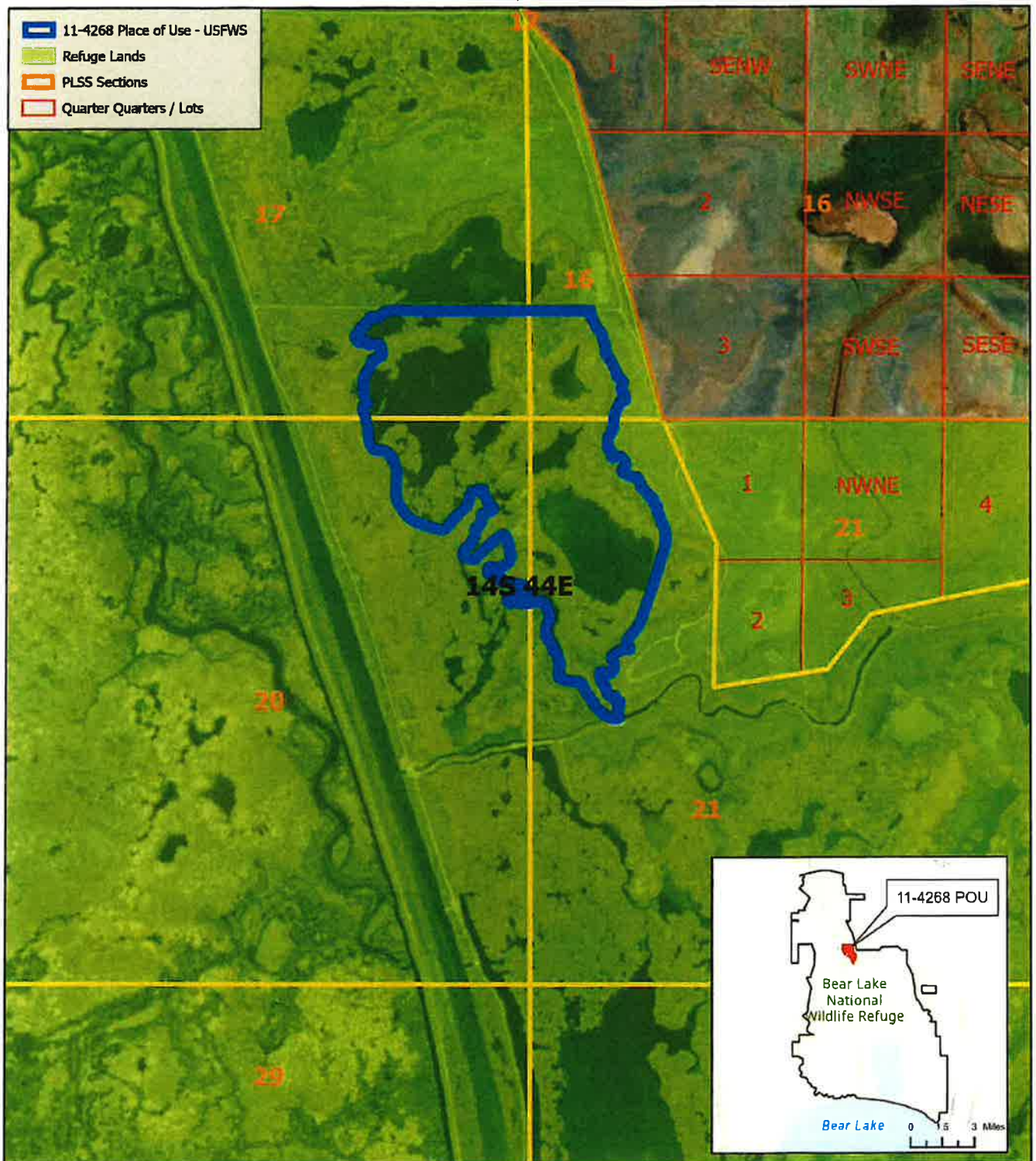
**NATIONAL
WILDLIFE
REFUGE SYSTEM**



Bear Lake National Wildlife Refuge

Claim 11-4268

R 44E, B.M.

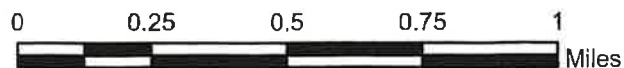


T 14S,
B.M.



PRODUCED BY THE PACIFIC REGION'S WATER RESOURCES BRANCH
U.S. FISH AND WILDLIFE SERVICE, DEPARTMENT OF THE INTERIOR
PORTLAND, OREGON
MAP DATE: 11/03/2023

DATA SOURCES:
BaseMap: Esri, Maxar, Earthstar Geographics, and the GIS User
Community; 'Refuge Lands' Layer: U.S. Fish and Wildlife Service;
National Wildlife Refuge System; Division of Realty; Bear Paw Logo:
scakpog.com





NATIONAL
WILDLIFE
REFUGE SYSTEM



Bear Lake National Wildlife Refuge

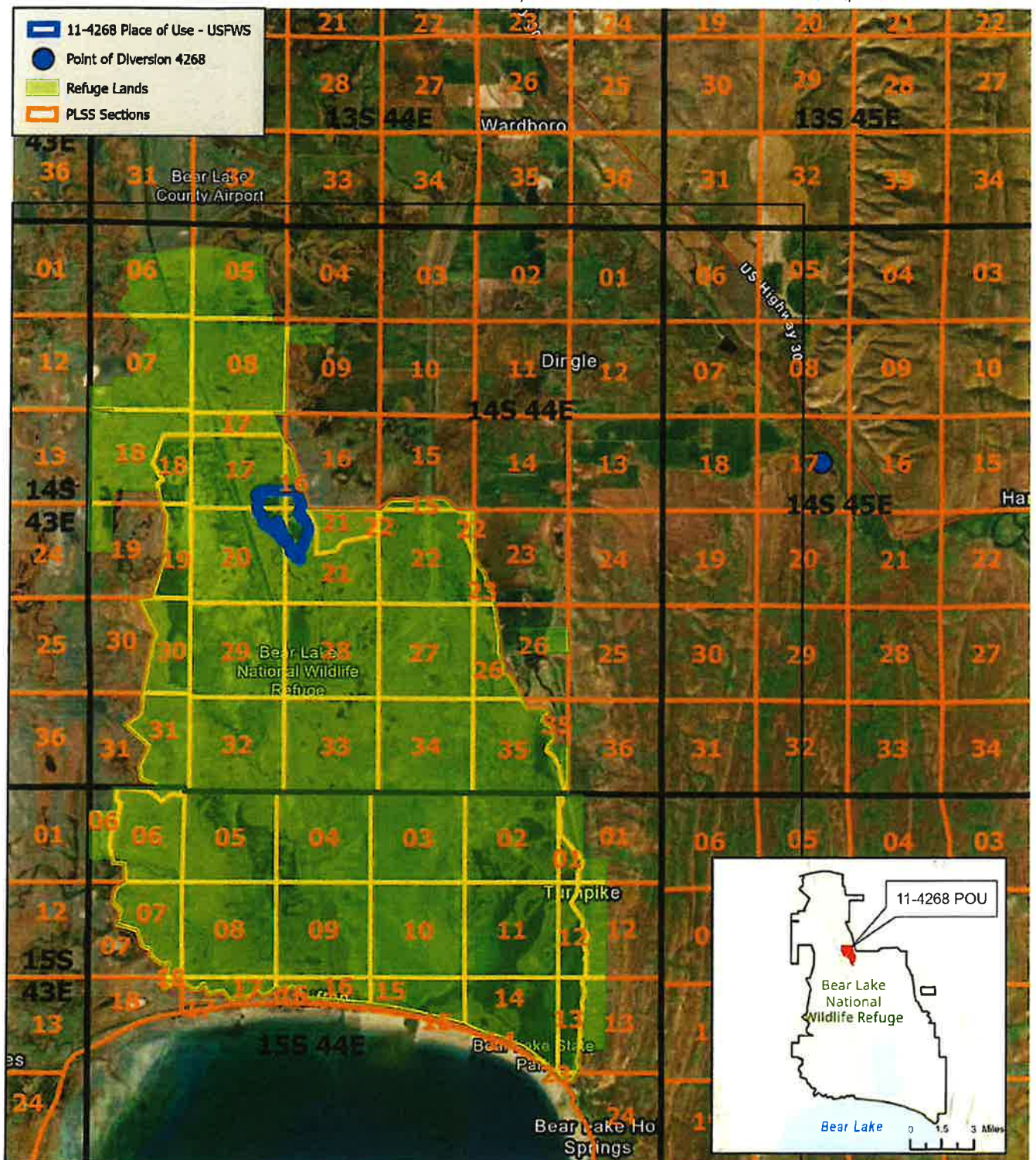
Claim 11-4268

R 44E, B.M.

R 45E, B.M.

T 13S,
B.M.

T 14S,
B.M.



PRODUCED BY THE PACIFIC REGION'S WATER RESOURCES BRANCH
U.S. FISH AND WILDLIFE SERVICE, DEPARTMENT OF THE INTERIOR
PORTLAND, OREGON
MAP DATE: 11/03/2023

DATA SOURCES:
Beverly- Est. Map, Earthstar Geographics, and the GIS User
Community; 'Refuge Lands' Layer: U.S. Fish and Wildlife Service;
National Wildlife Refuge System; Division of Realty; Bear Paw Logo;
snooking.com



Addendum A for Claim 11-4268

U.S. Fish and Wildlife Service (FWS)

Regarding Question #2

The priority date of 6/1/1969 was established in Claim #11-4268 filed on 8/25/1983 by the Dingle Irrigation Company. (c/o Kent Skinner)

Regarding Questions #6 and #9

Purpose of Use. Water is claimed for the purpose of wildlife, which more accurately reflects how water is used at the Bear Lake National Wildlife Refuge than the purpose of irrigation indicated in 11-4268.

Place of Use (POU) and Flow Rate. An administrative split is required for this water right to split the POU described in 11-4268 into multiple parts that reflect appurtenance to different properties, one of which is owned by the FWS.¹ The portion of the POU owned by the FWS is located in Section 18, T 14S, R 44E, B.M., and is 130 acres. This is 29.5% of the total 440 acres in the POU described in 11-4268. The remaining 310 acres in the POU are currently owned by other parties according to a map of parcels in Bear Lake County, including (but not limited to) Ream J.R. Ranch, Inc; Michael Robison et ux.; and Blaine H. Kemp, among others.²

Per Claim #11-4268, 7.53 cfs is claimed for irrigation in the POU. The flow rate the FWS claims of 2.22 cfs reflects the number of acres within the POU that are on FWS property (130 acres) as a proportion of the total number of acres described in the POU (440 acres):

$$130 \text{ acres} / 440 \text{ acres} = 0.295 \rightarrow 0.295 \times 7.53 \text{ cfs} = \mathbf{2.22 \text{ cfs}}$$

As part of this claim, the FWS is changing the existing place of use in Section 18, T 14S, R 44E, B.M., under 11-4268 to a new location. The new place of use is located in Sections 16, 17, 20, and 21 of T 14S, 44E, and is contained within the 'Rainbow Sub Unit' of the refuge. The new POU is detailed further in the FWS claim and depicted in the attached map.

¹ Claim 11-4268 describes three, disconnected places of use, one of which is in Section 18 of T 14S, R 44E; a second in Section 13 of T 14S, R 44E; and a third in Section 17 of T 14S, R 45E. The second and third POUs are not appurtenant to or near FWS property.

² Website for Bear Lake County Parcel Map:

<https://experience.arcgis.com/experience/80eab38489484e0f96eca9880942a2d4/>

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STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
11-4268	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Gerald, Sandra, Alan, Jean Alder; other unknown parties (owner in IDWR database is Dingle Irrigation Co)
 Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): United States on behalf of USFWS
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- USDOJ, 550 West Fort Street, MSC 033 Boise ID 83724
 Mailing address City State Zip
(503) 231-6167 Rachel_Esralew@fws.gov
 Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: Multiple: 03/20/1979; 05/15/1968
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Water Resources Branch Chief 12/7/2023
 Signature of new owner/claimant Region 1, Columbia Pacific Northwest Date
Rachel Esralew U.S. Fish and Wildlife Service
 Print name

Signature: _____
 Signature of new owner/claimant Title, if applicable Date

 Print name

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by _____ Date _____

WARRANTY DEED

STATE OF IDAHO
County of Bear Lake
Date March 21, 1979
Time 1:30 P.M.
No. Microfilmed
Clerk Roy Bunderson

J. Bunderson, Deputy

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DEPARTMENT OF
WATER RESOURCES

KNOW ALL MEN BY THESE PRESENTS, That GERALD J. ALDER and SANDRA ALDER, his wife, and ALAN J. ALDER and JEAN ALDER, his wife, hereinafter called Grantors, for and in consideration of the sum of One Hundred Thirteen Thousand Three Hundred Twenty-Five and 30/100 Dollars (\$113,325.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Bear Lake, State of Idaho, to-wit:

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17)

A TRACT OF LAND IN THE EAST 1/2 OF THE WEST 1/2 AND GOVERNMENT LOT 5, SECTION 6, ABOVE SAID TOWNSHIP AND RANGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION,

SOUTH 00°00'45" EAST 633.62 FEET

TO THE CENTER LINE OF WHAT IS KNOWN AS THE "LITTLE OUTLET";

THENCE, BY MEANDER ALONG THE CENTER OF SAID "LITTLE OUTLET" THE FOLLOWING COURSES:

NORTH 46°41'09" WEST 170.53 FEET,
NORTH 41°14'34" WEST 115.67 FEET,
SOUTH 86°56'59" WEST 428.12 FEET,
NORTH 24°17'33" WEST 351.62 FEET,
AND NORTH 09°17'45" EAST 149.48 FEET

TO THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6;

THENCE, EASTERLY ALONG THE SAID EAST-WEST 1/4 LINE,

SOUTH 88°48'31" EAST 26.93 FEET

TO THE EAST BANK OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE EAST BANK OF SAID CHANNEL, THE FOLLOWING COURSES:

NORTH 22°42'17" EAST 72.72 FEET,
NORTH 08°15'24" EAST 195.32 FEET,
NORTH 68°31'53" WEST 479.58 FEET,
SOUTH 75°05'28" WEST 226.94 FEET,

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SOUTH 87°11'12" WEST 93.45 FEET,
NORTH 67°04'30" WEST 48.15 FEET,
AND SOUTH 55°47'23" EAST 14.53 FEET

TO THE SOUTH RIGHT-OF-WAY LINE OF THE "PARIS-DINGLE" ROAD;

THENCE, EASTERLY ALONG THE SAID RIGHT-OF-WAY LINE,

NORTH 76°02'33" EAST 1500.60 FEET

TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 6;

THENCE, SOUTHERLY ALONG THE SAID NORTH-SOUTH 1/4 LINE,

SOUTH 00°00'45" EAST 760.46 FEET

TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS.

TRACT (17a)

A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE NORTHWESTERLY SIDE OF BEAR LAKE,

SOUTH 61°31'53" WEST 1808.03 FEET

TO THE CENTER LINE OF BLOOMINGTON CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE MEANDERS OF BLOOMINGTON CREEK:

NORTH 07°49'27" WEST 160.65 FEET,
NORTH 00°46'44" WEST 99.79 FEET,
NORTH 14°59'12" WEST 71.33 FEET,
NORTH 65°20'29" WEST 53.53 FEET,
SOUTH 76°25'02" WEST 146.58 FEET,
NORTH 87°29'09" WEST 59.10 FEET,
NORTH 68°10'38" WEST 73.52 FEET,
NORTH 47°37'05" WEST 166.63 FEET,
SOUTH 70°49'36" WEST 110.10 FEET,
SOUTH 33°38'48" WEST 54.74 FEET,
SOUTH 61°28'33" WEST 91.84 FEET,
AND NORTH 25°21'12" WEST 169.73 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK:

NORTH 67°32'41" EAST 85.68 FEET,
NORTH 01°08'42" EAST 189.45 FEET,
NORTH 16°20'45" EAST 155.53 FEET,

NORTH 67°22'09" EAST 112.41 FEET,
NORTH 85°31'46" EAST 156.58 FEET,
NORTH 39°41'50" EAST 55.05 FEET,
AND NORTH 10°19'34" EAST 110.64 FEET

TO THE NORTH LINE OF LOT 8, SAID SECTION 6;

THENCE, FOLLOWING SAID NORTH LINE,

SOUTH 88°38'41" EAST 113.25 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE
CONVEYANCE FROM HENRY AND ANNA B. TEUCHER TO WILLIAM L. RICH,
DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY
OFFICIAL RECORDS;

THENCE, NORTHERLY ALONG THE SAID RICH LINE,

NORTH 06°00' EAST 364.09 FEET,
NORTH 24°00' WEST 462.00 FEET,
AND NORTH 22°10' EAST 330.00 FEET

TO AN ANGLE POINT ON SAID RICH LINE;

THENCE, CONTINUING EASTERLY ALONG THE SAID RICH LINE,

SOUTH 13°20' EAST 396.00 FEET,
SOUTH 88°00' EAST 528.00 FEET,
SOUTH 27°00' EAST 264.00 FEET,
SOUTH 76°00' EAST 198.00 FEET,
NORTH 83°30' EAST 462.00 FEET,
AND NORTH 68°15' EAST 287.80 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE
CONVEYANCE FROM W.L. AND EMILY M. RICH TO THE TELLURIDE POWER
COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912
IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG THE SAID TELLURIDE POWER COMPANY WEST
LINE,

SOUTH 20°16' EAST 759.58 FEET

TO THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE
MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION
6, ABOVE SAID MEANDER LINE;

THENCE, SOUTHWESTERLY ALONG SAID MEANDER LINE EXTENSION,

SOUTH 61°31'53" WEST 101.96 FEET

TO THE POINT OF BEGINNING.

CONTAINING 56.29 ACRES, MORE OR LESS.

TRACT (17b)

A TRACT OF LAND BEING A PART OF SECTION 18, SAID TOWNSHIP AND
RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-
SAID TOWNSHIP AND RANGE;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT
MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,

SOUTH 37°19'49" EAST 918.18 FEET

TO ANGLE POINT 1 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 20°17'21" WEST 2426.39 FEET

TO ANGLE POINT 2 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 33°09'47" EAST 1099.32 FEET

TO ANGLE POINT 3 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 60°16'21" WEST 394.72 FEET

TO ANGLE POINT 4 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 11°31'59" EAST 300.63 FEET

TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT
ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;

THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT
RIGHT ANGLES TO) SAID SOUTH LINE,

SOUTH 89°58'23" WEST 1214.70 FEET

TO A POINT ON THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 18;

THENCE, CONTINUING PARALLEL TO AND 825.00 FEET NORTHERLY OF (WHEN
MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

NORTH 89°57'48" WEST 1321.14 FEET

TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID
SECTION,

NORTH 00°06'33" WEST 1795.88 FEET

TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST
1/4 LINE THROUGH SAID SECTION;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,

NORTH 00°06'02" WEST 2618.36 FEET

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TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH
LINE OF SAID SECTION;

THENCE, EASTERLY ALONG THE SAID NORTH LINE,

NORTH 89°56'14" EAST 1321.55 FEET

TO THE 1/4 CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID
TOWNSHIP AND RANGE;

THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION
18,

NORTH 89°58'26" EAST 1188.19 FEET

TO THE TRUE POINT OF BEGINNING.

CONTAINING 266.83 ACRES, MORE OR LESS.

The above tracts contain in the aggregate 343.41 acres, more
or less.

Together with all water, water rights, water appropriations,
ditches, ditch rights-of-way and ditch rights as heretofore used
and enjoyed in connection with the above described lands.

RESERVING UNTO THE GRANTORS, their successors and assigns,
the right to prospect for, mine, or remove oil and gas from the
above described lands for a period of 20 years from the date of
this deed, and so long thereafter as oil or gas is produced from
said lands, or so long as Grantors, their successors and assigns,
conduct drilling or reworking operations thereon with no cessation
for more than sixty consecutive days until production results and
if production results, so long as oil or gas is produced. The
Grantors reserve unto themselves, their successors and assigns,
the right to ingress and egress over the said lands in the exer-
cise of the rights reserved herein.

In the event of oil or gas being discovered and developed,
the Grantors covenant and agree that forty percent (40%) of the
Grantors' interest in all oil and gas produced shall be paid to
the United States, until the purchase price for the land has been
recovered by the United States. This provision shall be exercised
at the option of the United States in the event such oil or gas
development should leave the land unusable for refuge purposes.

This provision for payment of forty percent (40%) of the
Grantors' royalty interest to the United States shall apply to
the royalties reserved in the existing lease hereinafter referred
to, as well as to any leases hereafter executed by Grantors,
their successors or assigns. All remaining royalties shall be
recovered by the Grantors, their successors and assigns.

The land is now subject to the oil and gas lease in favor of
Gerald A. Hancock, as per lease of record in the office of the
County Clerk of Bear Lake County, Idaho, Instrument No. 107633 and
this conveyance is subject to the rights of the lessee in said
lease.

The oil and gas reservation made by the Grantors, their suc-
cessors or assigns, after the expiration of the said lease to Han-
cock, shall contain the following stipulations for the protection
of the United States.

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The exploration by the Grantors, their successors or assigns, the drilling for, development of, and the transportation or removal of oil and gas, and the control of abandoned wells or wells taken out of production, shall be conducted by the most approved methods as dictated by State law, and paramount consideration shall be given to the prevention of contamination by oil, field brine or of any other oil field contaminants or damage of the lands for wildlife refuge purposes. All structures erected for drilling, development, transportation or removal of oil or gas shall be held to a minimum. Any production waste in proximity to the sources must be confined as to prevent escape.

Provision must be made for the removal of oil field brine, by pipeline or other approved method, so as not to contaminate the lands or the waters of the refuge. In the event any damage to the lands or water, or lands and water, the Secretary of the Interior will be the sole authority in determining the extent of the damage immediately apparent or that may be reasonably anticipated growing out of the leakage of such contaminants.

It is mutually understood and agreed that in the exercise and use of the reservations herein, the Grantors, their successors and assigns, shall not disturb, damage, or destroy any improvements or property of the United States, within the refuge area and all such property so damaged or destroyed shall be replaced or repaired, at the option of the Secretary of the Interior, by the United States at the cost of the Grantors or by the Grantors; nor shall the Grantors, their successors and assigns, agents and employees, cut, burn, or destroy any timber, grass, or other natural growth within the refuge, nor shall the Grantors, their successors and assigns, agents and employees, take any bird, or nest or egg, or any other wildlife species except by written permission of the Secretary of the Interior or his duly authorized agent.

The use, occupation, and operation of the reservations retained herein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of land within the National Wildlife Refuge System under and in compliance with the provisions of Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381).

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Warranty Deed
Alder, Gerald et al (17,a,b)
Page 6 of 8 pages

Dated this 20 day of March, 1979.

Gerald J. Alder
Gerald J. Alder

Sandra Alder
Sandra Alder

Alan J. Alder
Alan J. Alder

Jean Alder
Jean Alder

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79,
before me the undersigned, a Notary Public in and for the State of
Utah, duly commissioned and sworn personally
appeared Gerald J. Alder and Sandra Alder known to me to be the
individuals described in and who executed the foregoing instrument
and acknowledged to me that they signed and sealed the said in-
strument as their free and voluntary act and deed for the uses and
purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.

[Signature]
Notary Public in and for the State of
Utah residing at Logan

My Commission Expires: January 12, 1983



Warranty Deed
Alder, Gerald et al (17,a,b)
Page 7 of 8 pages

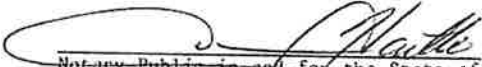
ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79,
before me the undersigned, a Notary Public in and for the State of
Utah, duly commissioned and sworn personally
appeared Alan J. Alder and Jean Alder known to me to be the indi-
viduals described in and who executed the foregoing instrument and
acknowledged to me that they signed and sealed the said instrument
as their free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.




Notary Public in and for the State of
Utah residing at Logan

My Commission Expires: January 12, 1983

Warranty Deed
Alder, Gerald et al (17,a,b)
Page 8 of 8 pages

19048

RULES AND REGULATIONS

months in any consecutive 12-month period. Actual exposures shall be kept as far below these values as practicable.

(2) In enforcing this section, the Director of the Bureau of Labor Standards may at any stage approve variations in individual cases from the limitation set forth in subparagraph (1) of this paragraph to comply with the requirements of the Act upon a showing to the satisfaction of the Director by an employer having a mine with conditions resulting in an exposure of more than 4 working level months but not more than 12 working level months in any 12 consecutive months that (i) under the particular facts and circumstances involved the working conditions of the employees so exposed are such that their health and safety are protected, and (ii) the employer has a bona fide plan to reduce the levels of exposure to those specified in subparagraph (1) of this paragraph as soon as practicable, but in no event later than January 1, 1971.

(c) (1) For uranium mines, records of environmental concentrations in the occupied parts of the mine, and of the time spent in each area by each person involved in underground work shall be established and maintained. These records shall be in sufficient detail to permit calculations of the exposures, in units of working level months, of the individuals and shall be available for inspection by the Secretary of Labor or his authorized agents.

(2) For other than uranium mines and for surface workers in all mines, subparagraph (1) of this paragraph will be applicable: *Provided, however*, That if no environmental sample shows a concentration greater than 0.33 working level in any occupied part of the mine, the maintenance of individual occupancy records and the calculation of individual exposures will not be required.

(d) (1) At the request of an employee (or former employee) a report of the employee's exposure to radiation as shown in records maintained by the employer pursuant to paragraph (c) of this section, shall be furnished to him. The report shall be in writing and contain the following statement:

This report is furnished to you under the provisions of the U.S. Department of Labor, Radiation Safety and Health Standards (41 CFR Part 50-204, section 321(d)). You should preserve this report for future reference.

(2) The former employee's request should include appropriate identifying data, such as social security number and dates and locations of employment.

(Sec. 4, 49 Stat. 2036, 2038; 41 U.S.C. 38; sec. 7, 60 Stat. 241; 5 U.S.C. 556(d))

Signed at Washington, D.C., this 24th day of December 1968.

WILLARD WIRTZ,
Secretary of Labor.

[F.R. Doc. 68-15479; Filed, Dec. 27, 1968; 8:47 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter II—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 4545]

[Idaho 016471]

IDAHO

Addition of Lands to Bear Lake National Wildlife Refuge

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 26, 1952 (17 F.R. 4831), it is ordered as follows:

The following described public land which is under the jurisdiction of the Secretary of the Interior, is hereby withdrawn from all forms of appropriation under the public land laws, including the mining laws (30 U.S.C., ch. 2), but not from leasing under the mineral leasing laws, and added to and made a part of the Bear Lake National Wildlife Refuge:

BOISE MERIDIAN

T. 14 S., R. 44 E.,
Sec. 15, unsurveyed part of S½S½.

The area described contains approximately 48.81 acres in Bear Lake County.

HARRY R. ANDERSON,
Assistant Secretary of the Interior.

DECEMBER 23, 1968.

[F.R. Doc. 68-15464; Filed, Dec. 27, 1968; 8:46 a.m.]

[Public Land Order 4546]

[Oregon 3129]

OREGON

Withdrawal for Umatilla Substation Site, Bonneville Power Administration

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 26, 1952 (17 F.R. 4831), it is ordered as follows:

Subject to valid existing rights, the following described public lands, which are under the jurisdiction of the Secretary of the Interior, are hereby withdrawn from all forms of appropriation under the public land laws, including the mining laws (30 U.S.C., Ch. 2), but not from leasing under the mineral leasing laws and reserved for the Umatilla Substation of the Bonneville Power Administration:

WILLAMETTE MERIDIAN

T. 5 N., R. 28 E.,
Sec. 14, lots 15 and 16, and S½SE¼.

The areas described aggregate 111.51 acres in Umatilla County.

2. The withdrawal made by this order does not alter the applicability of those public land laws governing the use of the lands under lease, license, or permit, or governing the disposal of their mineral or vegetative resources other than under the mining laws.

HARRY R. ANDERSON,
Assistant Secretary of the Interior.

DECEMBER 23, 1968.

[F.R. Doc. 68-15465; Filed, Dec. 27, 1968; 8:46 a.m.]

Carl J. Smith 1-14-69

M. J. Smith 1-21-69

CC to BLM 1-21-69

R. J. Smith

Graydon

C. J. Smith 1-21-69
on 1-3-70

preproposal or information conferences in connection with subparagraph (1) or (2) of this paragraph, a reasonable number of access authorizations will be furnished without charge.

(Sec. 101, Atomic Energy Act of 1954, as amended, 68 Stat. 948, 42 U.S.C. 2201; sec. 205, Federal Property and Administrative Services Act of 1949, as amended, 63 Stat. 390, 40 U.S.C. 486)

Effective date: This amendment is effective upon publication in the FEDERAL REGISTER.

Dated at Germantown, Md., this 8th day of May 1968.

For the U.S. Atomic Energy Commission.

ROBERT A. KOHLER,
Acting Director,
Division of Contracts.

[F.R. Doc. 68-5735; Filed, May 14, 1968; 8:45 a.m.]

Chapter 101—Federal Property Management Regulations

SUBCHAPTER E—SUPPLY AND PROCUREMENT

PART 101-26—PROCUREMENT SOURCES AND PROGRAMS

Subpart 101-26.5—GSA Procurement Programs

PROCUREMENT OF ELECTRONIC DATA PROCESSING TAPE

Procedures are established for the procurement of electronic data processing tape by GSA for Government agencies and, as authorized by appropriate Government agencies, Government contractors and grantees.

The table of contents for Part 101-26 is amended by the addition of the following new entries:

- 101-26.508 Electronic data processing tape.
- 101-26.508-1 Tape, 800 BPI, one-half inch (Interim Federal Specification W-T-0051a (GSA-FSS)).
- 101-26.508-2 Tape not covered by Interim Federal Specification W-T-0051a (GSA-FSS).

Subpart 101-26.5 is amended by the addition of new §§ 101-26.508, 101-26.508-1, and 101-26.508-2 as follows:

§ 101-26.508 Electronic data processing tape.

Procurement by executive agencies of electronic data processing tape shall be accomplished in accordance with the provisions of this § 101-26.508. Government contractors and grantees authorized by appropriate Government agencies to use GSA supply sources and other Federal agencies may participate in this program.

§ 101-26.508-1 Tape, 800 BPI, one-half inch (Interim Federal Specification W-T-0051a (GSA-FSS)).

Federal Supply Schedule, FSC Group 53, Part V, section A, includes contracts

for Government requirements of 800 BPI, one-half inch, electronic data processing tape (Interim Federal Specification W-T-0051a (GSA-FSS)). Agencies required to utilize this schedule shall, and other agencies may, order therefrom such tape requirements in accordance with the applicable provisions of the current Schedule. In addition, the Schedule is available for purchases by Government contractors and grantees which have been so authorized by a Government agency to use this source.

(a) To the maximum extent feasible, agencies shall develop procedures which will permit planned requirements consolidation on an agencywide basis when the efforts are expected to result in significant price advantages to the Government. If agencywide consolidation is not feasible, consideration shall be given to the potential for consolidation of individual small requirements at any agency level which is expected to enable the Government to benefit from lower prices generally obtainable through contracts for large volume procurements.

(b) Requirements exceeding the maximum order limitation of Federal Supply Schedule, FSC Group 53, Part V, Section A, shall be forwarded to General Services Administration, Federal Supply Service, Procurement Operations Division—FPN, Washington, D.C. 20406, for purchase action as specified in the special provisions of the current Schedule. In those cases where an agency anticipates a need for scheduled deliveries, minimum or maximum order quantities, or other special arrangements, GSA will develop specific provisions designed to accommodate the needs of the particular agency. These provisions will be based on information furnished by the agency concerned, for inclusion in solicitations for offers and resultant contracts. Agencies should allow sufficient leadtime (see § 101-26.102-3) in establishing required delivery dates to permit orderly procurement by GSA, including acceptance testing and delivery to destination.

§ 101-26.508-2 Tape not covered by Interim Federal Specification W-T-0051a (GSA-FSS).

Requirements for types of electronic data processing tape other than those covered by Interim Federal Specification W-T-0051a (GSA-FSS) or current Federal Supply Schedules shall be submitted to GSA in a manner similar to that set forth in § 101-26.401-3). GSA will either arrange for the procurement of such requirements or advise the submitting agency as to other appropriate action to be taken.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c))

Effective date: This regulation is effective upon publication in the FEDERAL REGISTER.

Dated: May 8, 1968.

LAWSON E. KROTT, JR.,
Administrator of General Services.

[F.R. Doc. 68-5798; Filed, May 14, 1968; 8:40 a.m.]

Title 43—PUBLIC LANDS:
INTERIOR

Chapter II—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 4415]

[Idaho 016471]

IDAHO

Withdrawal for Bear Lake National Wildlife Refuge

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 28, 1952 (17 F.R. 4831), it is ordered as follows:

Subject to valid existing rights, and to valid claims, if any, of the State of Idaho, the following described public lands which are under the jurisdiction of the Secretary of the Interior, are hereby withdrawn from all forms of appropriation under the public land laws, including the mining laws (30 U.S.C., Ch. 2), but not from leasing under the mineral leasing laws, for the Bear Lake National Wildlife Refuge:

BOISE MERIDIAN

- T. 14 S., R. 44 E.,
- Sec. 5, lots 7, 8, and 9;
- Sec. 6, lots 11 to 14, inclusive;
- Sec. 7, lots 9 to 18, inclusive, and SE¼SE¼;
- Sec. 8, lots 5 to 20, inclusive;
- Sec. 16, unsurveyed part of SW¼NW¼ and SW¼;
- Sec. 17, lots 2 to 6, inclusive, all of the unsurveyed part of the S¼N¼ and S¼;
- Sec. 18, lot 9 and all of the unsurveyed part of the E¼;
- Sec. 19, all of the unsurveyed part of the E¼;
- Sec. 20, unsurveyed;
- Sec. 21, lots 1 to 4, inclusive, NW¼NE¼ and all of the remaining unsurveyed part;
- Sec. 22, lots 1, 2, 3, and all of the remaining unsurveyed part;
- Sec. 23, unsurveyed part of the W¼SW¼;
- Sec. 26, S¼NE¼, and all of the unsurveyed part of the W¼;
- Secs. 27, 28, 29, 32, 33, and 34, unsurveyed;
- Sec. 30, unsurveyed part of the E¼;
- Sec. 31, unsurveyed part of E¼W¼ and E¼;
- Sec. 35, lots 3 and 4 and all the unsurveyed part.
- T. 15 S., R. 44 E.,
- Sec. 1, lots 5, 6, 9, 10, and the unsurveyed portion of the W¼W¼;
- Secs. 2 to 5, inclusive, unsurveyed;
- Sec. 6, lots 1 to 5, inclusive and all the unsurveyed part;
- Sec. 7, the unsurveyed parts of the E¼, E¼NW¼, and NE¼SW¼;
- Secs. 8 to 11, inclusive, unsurveyed;
- Sec. 12, lots 2, 3, 6, 7, NE¼NW¼ and all the remaining unsurveyed part of the W¼;
- Sec. 13, lots 2, 3, 6, and all of the unsurveyed part of the NE¼NW¼ and W¼W¼;
- Sec. 14, lot 1 and the unsurveyed part of the N¼, N¼S¼, and S¼SE¼ lying north of lots 1 to 4, inclusive;
- Sec. 15, all the unsurveyed part of the N¼ lying north of lots 1 to 4, inclusive;
- Sec. 16, all the unsurveyed part of the N¼N¼ and SE¼NE¼ lying north of lots 1 to 4, inclusive;

CC: Ben Duke
+ B. Duke
A.D. P. Hott
map: Andrew & Chad 2/16/68

Sec. 17, all the unsurveyed part of the NE1/4;
 Sec. 18, all the unsurveyed part of the NE1/4;
 Sec. 23, all the unsurveyed part of the NE1/4NE1/4 lying northeast of lot 1;
 Sec. 24, all of the unsurveyed part lying north of lot 2.

The areas described aggregate approximately 17,573 acres in Bear Lake County.

HARRY R. ANDERSON,
Assistant Secretary of the Interior.

MAY 9, 1968.

[F.R. Doc. 68-5755; Filed, May 14, 1968;
 8:46 a.m.]

Title 46—SHIPPING

Chapter IV—Federal Maritime Commission

SUBCHAPTER B—REGULATIONS AFFECTING MARITIME CARRIERS AND RELATED ACTIVITIES

[General Order 13, Amdt. 1]

PART 536—FILING OF TARIFFS BY COMMON CARRIERS BY WATER IN THE FOREIGN COMMERCE OF THE UNITED STATES AND BY CONFERENCES OF SUCH CARRIERS

Transportation of U.S. Military Cargo by American-Flag Common Carriers by Water; Special Permission

Section 18(b), Shipping Act, 1916, as amended, and Commission General Order No. 13 provide tariff filing requirements applicable to common carriers by water in the foreign commerce of the United States.

With respect to the transportation of military cargo, Public Law 198, approved April 28, 1954, with certain exceptions, restricts the carriage of military cargo to American-flag vessels on the one hand and limits the assessment of freight charges to a level not greater than that charged for the transportation of like goods for private parties or companies, on the other.

Unlike regulations covering the transportation of Government property at free or reduced rates in the domestic commerce, there are no regulations which either prohibit or provide for the establishment of such special rates applicable to U.S. Government property or military supplies moving in our foreign commerce. However, it is customary for American-flag common carriers to provide lower freight rates for Government cargo than the rates which are established for commercial trade.

The Military Sea Transportation Service (MSTS), pursuing its mission of providing ocean transportation for the movement of U.S. military cargo, presently procures commercial common carrier service at negotiated rates under a competitive bidding system.

There is no exemption from the filing requirements set forth in section 18(b) of the Act and in General Order No. 13. Therefore, the American-flag carriers which tender rates to MSTS for ap-

proval, have been required to file such rates with the Federal Maritime Commission pursuant to the above requirements. In order to relieve such carriers of these requirements, the Federal Maritime Commission hereby adopts regulations which will govern the submission to the Commission of quotations or tenders of rates or charges for the transportation of military cargo.

Therefore, pursuant to the provisions of section 4, Administrative Procedure Act (5 U.S.C. 553), and sections 18(b) (2) and 43, Shipping Act, 1916, as amended (46 U.S.C. 817(b), 841(a)), Part 536 of Title 46 Code of Federal Regulations is hereby amended by adding a new § 536.14 reading as follows:

§ 536.14 Transportation of U.S. Department of Defense cargo under competitive rates approved by Military Sea Transportation Service.

(a) All American-flag carriers operating in the foreign commerce of the United States, are hereby granted continuing special permission to file on one day's notice in the form and manner indicated in paragraph (c) of this section, all rates or charges for the transportation of U.S. Department of Defense cargo transported under rates, terms and conditions negotiated and approved by the MSTS.

(b) The provisions of this special permission shall apply to copies of quotations or tenders made by American-flag common carriers by water in the foreign commerce of the United States to the MSTS.

(c) Copies of all quotations or tenders by common carriers to which this special permission applies shall be submitted to this Commission on or after the effective date of this special permission and shall comply with subparagraphs (1) through (6), inclusive, of this paragraph.

(1) *Copies to be submitted to the Federal Maritime Commission after approval by MSTS.* Exact copies of the quotation or tender shall be filed with this Commission as soon as possible after the quotation or tender is approved by MSTS on not less than 1 day's filing notice prior to the effective date thereof.

(2) *Filing in triplicate required.* All quotations or tenders shall be filed in triplicate, one copy of which shall be signed and maintained at the Washington office of this Commission for public inspection. The tender shall represent only rates and conditions which have been accepted by the MSTS.

(3) *Filing procedure.* Three copies of the quotations or tenders shall be filed together with a letter of transmittal which clearly indicates that they are being filed in accordance with the requirements of section 18(b), Shipping Act, 1916, and this section.

(4) *Numbering.* The copies of quotations or tenders which are filed with the Commission by each carrier or agent shall be numbered consecutively in a series maintained by such carrier or agent beginning with the number "1".

(5) *Quotation or tender superseding prior one.* A quotation or tender which supersedes a prior quotation or tender

shall cancel the prior document by number.

(6) *Amendments or supplements to quotations or tenders.* When amendments or supplements are filed to quotations or tenders, they shall have been first approved by MSTS and shall contain appropriate reference to the original tender which the supplement amends.

Notice and public procedure are not necessary prerequisites for the promulgation of this amendment since it grants a limited waiver of the requirements otherwise imposed by the rules of Part 536.

Effective date: The amendment contained herein shall become effective 30 days following the date of publication in the FEDERAL REGISTER.

By the Commission.

THOMAS LIST,
Secretary.

[F.R. Doc. 68-5795; Filed, May 14, 1968;
 8:48 a.m.]

Title 47—TELECOMMUNICATIONS

Chapter I—Federal Communications Commission

[FCC 68-498]

PART C—COMMISSION ORGANIZATION

PART 1—PRACTICE AND PROCEDURE

Authority Delegated and Pleadings; Filing Periods

1. The amendments to the rules and regulations set forth below are intended to provide for the more efficient and expeditious disposition of certain matters coming before the Commission for consideration.

2. Under § 0.371, as amended, the Chief, Office of Opinions and Review, is authorized to act on all motions or petitions for extensions of time in hearing matters pending before the Commission, including those which are contested. Normally oppositions to such motions do not raise questions warranting Commission consideration. He is also authorized to issue orders, in accordance with Commission instruction, specifying or changing the day or hour of oral argument. The day and hour of argument are dependent upon the availability of the Commissioners at the time selected and are determined by them in consultation. The delegation will expedite the issuance of orders implementing that determination.

3. In view of the need for prompt action on requests for temporary relief, we are reducing the filing period for oppositions to such requests and are precluding the filing of replies to oppositions. Under § 1.45(d), as amended, 7 days, including Saturdays, Sundays, and holidays, are allowed for filing oppositions, and additional time will not be allowed under § 1.45(g) when the request is served by mail.



Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP

Ofc: 38 (14077)

Final Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001171
Date: 12/01/2023

Our File No.: 1120764-MON
Title Officer: Carrie Hemmert
Escrow Officer:

Customer ID: 481829

Liability Amounts

Attention: Danielle Zarlengo
Your Ref.: USA Tract #17b
RE: Property:
, ID

Buyers:
Sellers: United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	\$350.00
Work Charge - Copies 26 pages	\$26.00

INVOICE TOTAL **\$376.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.

469 Washington St, Montpelier, ID 83254

Title Officer: Carrie Hemmert

Phone: (208)847-1300

FAX: (208)847-1314



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

 First American Title Guarantee	Recorded Document Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 5010500-1120764-MON
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LIABILITY: **\$3,500.00**

ORDER NO.: **1120764-MON**

FEE: **\$350.00**

REFERENCE NO.: **USA Tract #17b**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

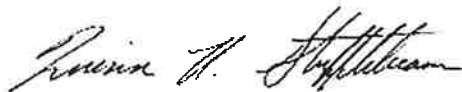
The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023 at 7:30 A.M.**



By:
Authorized Countersignature



First American Title

Schedule A

Recorded Document Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-1120764-MON

Order No.: 1120764-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Warranty Deed recorded February 21, 1923 as instrument number 24059, Book 27, page 166
2. Warranty Deed recorded September 9, 1944 as instrument number 54976, Book 38, page 383
3. Warranty Deed recorded January 31, 1922 as instrument number 22439, Book 26, page 147
4. Quit Claim Deed recorded July 16, 1958 as instrument number 75096, Book 47, page 300
5. Conveyance of Interest recorded September 19, 1952 as instrument number 66965, Book 7 Miscellaneous, page 609
6. Decree of Final Distribution recorded October 1, 1952 as instrument number 67014, Book 45, page 66
7. Warranty Deed recorded April 12, 1976 as instrument number 108078
8. Warranty Deed recorded April 12, 1976 as instrument number 108083
9. Warranty Deed recorded April 12, 1976 as instrument number 108085
10. Warranty Deed recorded March 1, 1979 as instrument number 117865

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:
 - a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.
 - b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
 - c. **Company** - First American Title Insurance Company.
 - d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.
 - e. **Excluded Documents** - Any of the following:
 - (i) documents indexed in the Company's title plant records by name only,
 - (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
 - (iii) documents pertaining to water rights, claims or title to water, or
 - (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.
 - f. **Guarantee** - Recorded Document Guarantee.
 - g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.
 - h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

- USA Tract #17b - Described in Warranty Deed recorded as Instrument No. 117865**

- c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.
- d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.
- e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.
- f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.
- g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF \$ 3,500.00.

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 30th day of November, 2023.

DANIELLE ZARLENGO Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:29:18 -08'00'

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120764-MON (ch)**

TRACT (17B)

A TRACT OF LAND BEING A PART OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-SAID TOWNSHIP AND RANGE;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,

SOUTH 37°19'49" EAST, 918.18 FEET

TO ANGLE POINT 1 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 20°17'21" WEST, 2426.39 FEET

TO ANGLE POINT 2 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 33°09'47" EAST, 1099.32 FEET

TO ANGLE POINT 3 OF SAID MEANDER LINE,

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 60°16'21" WEST, 394.72 FEET

TO ANGLE POINT 4 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 11°31'59" EAST, 300.63 FEET

TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;

THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

SOUTH 89°58'23" WEST, 1214.70 FEET

TO A POINT ON THE NORTH-SOUTH ¼ LINE THROUGH SAID SECTION 18;

THENCE, CONTINUING PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

NORTH 89°57'48" WEST, 1321.14 FEET

TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID SECTION,

NORTH 00°06'33" WEST, 1795.88 FEET

TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST ¼ LINE THROUGH SAID SECTION;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,

NORTH 00°06'02" WEST, 2618.36 FEET

TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH LINE OF SAID SECTION;

THENCE, EASTERLY ALONG THE SAID NORTH LINE,

NORTH 89°56'14" EAST, 1321.55 FEET

TO THE ¼ CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID TOWNSHIP AND RANGE;

THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18,

NORTH 89°58'26" EAST, 1188.19 FEET

TO THE TRUE POINT OF BEGINNING.

DEED TO WATER RIGHT

made and entered into between Louise Muns, widow of David Muns, and LeRoy M. Muns, parties of the first part, and LeRoy M. Muns, party of the second part, for and in consideration of \$100.00, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby convey unto the said party of the second part, all the right title, interest, or estate in and to all the water of that certain spring known locally as the Old Spring, situated on Northwest quarter of the Northeast Quarter Section 25 T. 2 N., R. 10 E., Boise Base and Meridian, together with full right to divert the same from all use upon the land to which it has heretofore been appurtenant, and to change the place and purpose of its future use. IN WITNESS WHEREOF, We have hereunto set our hands and seals this 10th day of February, 1922.

Louise Muns, (SEAL)
LeRoy M. Muns, (SEAL)
Oliver Muns, (SEAL)

Notary Public, Idaho,
County of Bear Lake, ss.

On this 19 day of February, 1922, before me D. C. Muns, a Notary Public, in and for the State of Idaho, personally appeared Louise Muns, a Widow, LeRoy M. Muns and Oliver Muns, personally 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 Notarial seal the day and year in the certificate above written.

(SEAL) D. C. Muns, Notary Public.
Recorded at the request of LeRoy M. Muns Feb. 20th, 1922 at 15 min. past 5 o'clock p.m.
By Murray P. Kellogg Deputy, J. S. Peterson, Recorder.

No. 24059. WARRANTY DEED.

THIS INDENTURE, Made this 27th day of January in the year of our Lord one thousand nine hundred and twenty three between Lyman H. Rich and his wife Ada Rich, of Logan City, County of Cache, State of Utah the parties of the first part, and Clarence M. Rich of Paris, County of Bear Lake State of Idaho the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar Dollars 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 and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in County of Bear Lake, State of Idaho, to wit:

The northeast quarter of the South-west quarter and the Southeast quarter of the South-west quarter and lot six (6) of Section eighteen (18) in two, fourteen (14) South, range Forty four (44) East, Boise Base and Meridian, together with all tenements, hereditaments, and appurtenances thereunto belonging, Containing 114 34/100.

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

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever.

And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in Presence of Lyman H. Rich, (Seal)
Ada Rich, (Seal)
Jesse P. Rich, (Seal)
State of Idaho, ss.
County of Cache,

On this 27th day of January in the year 1923, before me Jesse P. Rich a Notary Public in and for said State, personally appeared Lyman H. Rich, and his wife Ada Rich 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) Jesse P. Rich, Notary Public.
My Com. Expires July 4, 1925. Residing at Logan, Idaho.
Residing at Logan, Utah.

Recorded at the request of Wm. L. Rich Feb. 21st, 1923 at 5 min. past 2 o'clock p.m.
By Murray P. Kellogg Deputy, J. S. Peterson, Recorder.

27-166

WARRANTY DEED RECORD, No. 38

383

INSTRUMENT No. 54976.

38-383

THIS INDENTURE, Made the 7th day of September, 1944, in the year of our Lord, one thousand nine hundred and forty-four, between Clarence M. Rich and his wife Tressa J. Rich of Paris, State of Idaho, parties of the first part, and Jesse P. Rich of Logan, County of Bear Lake, State of Utah, parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 DOLLARS lawful money of the United States of America to be 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:

The North East Quarter of the South West Quarter and Lot six (6) of Section eighteen (18), Township Fourteen (14) South, Range forty four (44) East of the Boise Meridian, in Idaho.

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 part 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

Clarence M. Rich (SEAL)

Tressa J. Rich (SEAL)

STATE OF IDAHO,
County of Bear Lake

UNITED STATES OF AMERICA

On this 7th day of September, 1944, in the year of our Lord one thousand nine hundred and forty-four, before me Fred J. Price a notary public within and for said County and State personally appeared Clarence M. Rich and Tressa J. Rich 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

(SEAL)

Fred J. Price

Notary Public, Paris, Idaho

Recorded at request of Fred J. Price
3:25 o'clock P.M. this 8th

day of September

A. D. 1944

Sam V. Tunks

County Recorder.

Fee \$1.00

Deputy

26-147

147

WARRANTY DEED

Know all men by these presents, Made the 27th day of December in the year of our Lord one thousand nine hundred and Twenty One, between Mathew W. Thornack, and Rachel E. Thornack, his wife, of the County of Bear Lake, State of Idaho, part 1st of the first part, and William L. Rich, of the County of Bear Lake, State of Idaho, part 1st of the second part: WITNESSETH, That the part 1st of the first part, for and in consideration of the sum of Four hundred and eight and 86/100 DOLLARS, lawfully of the United States of America to them in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowledged, do hereby 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 part 1st of the second part, and to their 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:

Lot numbered Five (5) of Section Eighteen (18) Township Fourteen (14) South, Range Forty-Four (44) East Boise Meridian; and all lands situate, lying and being Easterly of the Western Boundary line of said Lot numbered Five.

(\$. 50 cancelled I. R. Stamp attached.)

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, possessions, claim and demand whatsoever, as well in law as in equity, of the said part 1st 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 part 1st of the second part, and to their heirs and assigns, forever, and the said part 1st of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said part 1st of the second part, their heirs and assigns, against the said part 1st 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 part 1st of the first part hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

DEWEED HADDOCK

Mathew W. Thornack (SEAL)

Rachel E. Thornack (SEAL)

STATE OF IDAHO }
County of Bear Lake }

UNITED STATES OF AMERICA.

On this 27th day of December in the year of our Lord one thousand nine hundred and Twenty One before me, Russell Shepherd a Notary Public, within and for said County and State, personally appeared Mathew W. Thornack, and Rachel E. Thornack, his 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 above written.

R. Russell Shepherd

Notary, Boise, Idaho.

Recorded at request of Wm. L. Rich at 4 o'clock P.M. this 31st

day of January A.D. 1922.

Silas L. Wright

County Recorder.

Fee \$1.00

Deputy.

47-300

QUITCLAIM DEED

BEAR LAKE COUNTY, Idaho, to-wit:

A strip of land two rods in width, the center line of which is described as follows:

Commencing at the northwest corner of Sec. 18, Tp. 14 South, Range 44 East, B.B. & M., thence South 24.75 feet; thence south 84°38' east 1327.1 feet, to the point of beginning; thence south 72°08' east 526.0 feet; thence south 38°28' east 1194.0 feet; thence south 81°58' east 227.0 feet; thence south 56°28' east 352.1 feet; thence south 78°21' east 1060.8 feet, more or less, to the Government Reserve Boundary line of North Lake.

Reserving, however, to Utah Power & Light Company, its heirs, successors and assigns the right to use the above described land for right of way purposes and for purposes of ingress and egress to all lines, canals, dykes, and other structures and facilities in the general area of the above described land and the right to improve and pave said land in any way so as to accomplish the above.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized officers this 22nd day of July, A.D. 1957.

ATTEST:

UTAH POWER & LIGHT COMPANY

Fred S. Mickelson ?
Assistant Secretary

By J. A. Hale
Vice President

(SEAL)

STATE OF UTAH

COUNTY OF SALT LAKE

SS.

On the 22nd day of July, A.D. 1957, personally appeared before me J. A. Hale, who being by me duly sworn, did say that he is a Vice President of Utah Power & Light Company, a Corporation, and that said instrument was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors and said J. A. Hale acknowledged to me that said Corporation executed the same.

(SEAL)

Charlotte Cummings

Notary Public

My Commission expires: November 26, 1978

Residing at Salt Lake City, Utah.

Recorded at the request of Jesse P. Rich; 1:30 P.M.; July 16, 1956; Book 47 of Deeds at page 300.

Fees: \$1.00

Sam V. Tunks, Recorder.

No. 75103.

DEED

THIS INSTRUMENT, Made the 7th day of May, in the year of our Lord, One Thousand Nine Hundred and Fifty-Eight, between MARSHALL J. JONES, a widower; DELBERT A. JONES and VOLA M. JONES, husband and wife; THOMAS A. JONES and PHYLLIS MAY JONES, husband and wife; ETHEL JONES WILSON, formerly the wife of Franklin Lee Jones, deceased; and LAURA JONES, formerly the wife of LeRoy Jones, deceased; of Bear Lake County, State of Idaho, the parties of the first part, and SCHUYLER LARSEN and MARCEL BRIGHT, "TRUSTEES", of Montpelier, Bear Lake County, State of Idaho, the parties of the second part:

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States, to them in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, do by these presents grant, demise, convey, confirm, release and forever quit claim unto the said parties of the second part and to their assigns all that certain real estate situated in Bear Lake County, State of Idaho, and particularly described as follows, to-wit:

Parcel 1 - Store building in Montpelier, Bear Lake County, Idaho

Commencing 221 feet East from Southwest corner of Block 9 of Ed Burgoyne Addition to the city of Montpelier, Bear Lake County, Idaho, according to the official plat thereof, and running North 205 feet; thence East 49 feet; thence South 205 feet; thence West along the boundary line of Washington Street or Avenue 49 feet to the point of beginning.

Also, beginning at a point 71 feet west of the Southeast corner of block 9 in Ed Burgoyne Addition to the city of Montpelier, Bear Lake County and running thence West 22 feet; thence North 135 feet; thence East 22 feet; thence South 135 feet to the place of beginning. Also a right of way as an easement from the North end of said land to the alley in Block 9 to 10th street in said city. The above lots adjoin each other, together with all improvements on all of the above described land.

Parcel 2 - Beaton property (Lot next to Store building)

Lot, place or parcel of land on the North side of Depot Street in Montpelier, aforesaid, where Frank Jones' Butcher Shop now stands, being 22 feet front on said Depot Street East and West and 205 feet long north and south. This piece of land is in Block 9 of Ed Burgoyne's Addition to the Town of Montpelier, Bear Lake County, Idaho, and known as Frank Jones' Butcher Shop and Lot, more particularly described as follows:

CONVEYANCE OF INTEREST

WHEREAS, William L. Rich of Paris, Idaho, died testate on or about the 1st day of June, 1936, and his estate is now in the process of probate, and all those interested are desirous to have the same closed and the property finally distributed, and

WHEREAS, the oldest son, Dr. William L. Rich, had an interest in said property, died at Salt Lake City, Utah, on or about the 16th day of November, 1936, and left as his heirs-at-law his wife, Elizabeth J. Rich, his son, Odie O. Rich, age 32, now of Los Angeles, California, and his daughter, Loretta R. Wedding, age 30, now of New York City, New York, which said heirs-at-law are all of legal age and competent to convey real estate, and

WHEREAS, there is certain real property which all of the heirs of the said William L. Rich, deceased, desire to have distributed to Jesse P. Rich, a son of said deceased, of Salt Lake City, Utah;

NOW, THEREFORE, the following named persons: Emily M. Rich of Paris, Idaho; Elizabeth J. Rich of Salt Lake City, Utah; Odie O. Rich and his wife, Leone P. Rich, Rich of Los Angeles, California; Loretta R. Wedding and her husband, Erling Wedding, of New York City, New York; Ursula R. Cole, also known as Zula R. Cole, a widow, of Logan, Utah; Mable R. Sutton and her husband, Richard W. Sutton, of Oakley, Idaho; Gertrude R. Price and her husband, Fred J. Price, and Iris R. Collins and her husband, Leslie Shepherd, of Salt Lake City, Utah; Ada S. Rich, of Logan, Utah; Lois R. Gunderson and her husband, Howard B. Gunderson, of Salt Lake City, Utah; Naomi Rich, single, of Provo, Utah; Clarence M. Rich, and his wife, Tressa J. Rich, of Paris, Idaho; Edith Rich, single, of Logan, Utah; and Lyle M. Rich, single, of Washington, D. C., as parties of the first part, do hereby sell, assign, transfer, convey, set over and forever quit claim to Jesse P. Rich of Logan, Utah, as party of the second part, all of their right, title, interest, claim and estate in and to the following described property, to-wit:

Beginning at center of Sec. 6, Township 14 S., R. 44 E.R.M., thence W. 735 feet, along S. line of NW 1/4 Sec. 6 to E. Bank of Natural outlet channel of Bear Lake, thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60° 16' West 158 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 356 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 17.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E.B.M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 20' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.52 feet to North line of Southwest Quarter of Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6; township and range aforesaid, thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek, up to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast Corner of Lot 8; North 11 chs. 90 lks. to beginning, containing 61.58 acres approximately. Together with water.

Also, the East Half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7 containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East Half of the Northwest Quarter of Section 18 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South Range 44 E. R. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20° East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1859 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle Road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 feet; South 2° 21' East 5125 feet; thence North 71° 04' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to lake near the ranch house; thence North 26° 30' West 130 feet; thence North 51° 48' West 462 feet; thence North 23° 18' East 302 feet; thence North 46° 38' East 700 feet; thence North 1° 02' West 605 feet; thence North 49° 58' West 560 feet; thence North 175 feet; thence North 17° 54' East 384 feet; thence North 20° 46' West 235 feet; thence North 58° 36' West 262 feet; thence North 25° 11' West 400 feet; thence North 17° 32' East 486 feet; thence South 66° 30' West 273 feet; thence North 66° 05' West 215 feet; thence South 7° West 500 feet; thence South 86° West 144 feet; thence North 27° 39' West 300 feet; thence North 14° 10' East 300 feet; thence North 65° 55' North 4° 10' West 100 feet; thence North 676 feet; thence North 39° 32' West 400 feet; East 267 feet; thence North 9° West 676 feet; thence North 26° 23' East 455 feet; thence North thence North 4° 23' East 267 feet; thence North 80° 38' West 889 feet to the place of beginning and containing 265 acres of land.

Also, Commencing at a point 1185 feet East of the Southeast corner of the Southwest Quarter Section 7; Township 14 S, Range 44 East, and running thence North 37° 04' West 1237 feet; thence South 82° 14' East 885 feet (to the Outlet); thence along said outlet as follows: South 1° 28' East 423 feet; North 77° 32' East 421 feet; South 18° 26' West 700 feet; South 41° 31' East 314 feet; South 27° 26' West 298 feet; South 32° 24' East 375 feet; North 49° 56' East 726 feet; North 7° 06' East 823 feet; South 83° 36' East 688 feet (to the right-of-way of Utah Power Company) where a deep wash enters same); thence along said right-of-way South 2° 21' East 1770 feet and South 10° 18' West 1117 feet to the Company Dyke; thence along this Dyke N. 85° 51' West 756 feet and North 82° 44' West 1283 feet; thence North 37° 04' West 2043 feet to the place of beginning and containing 130 acres of land.

Also, Beginning 10 chs. South of North East corner of the Northwest Quarter SE Quarter of Section 6, Township 14 South, Range 44 East; thence South 66° 15' West 2 chs.; North 81° West 4 chs.; South 68° 15' West 6 chs.; South 83° 30' West 7 chs.; North 76° West 3 chs.; North 27° West 4 chs.; North 88° West 8 chs.; North 13° 20' West 6 chs.; South 22° 10' West 5 chs.; South 24° East 7 chs.; South 6° West 7 chs.; South 88° 45' East 13 chs.; South 16 chs.; North 60° East 23 chs.; North 14 chs. to beginning.

Also, commencing at the Northeast Corner of Lot 8, Section 19, which is the same point as the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence northerly on marginal survey line 160 rods, more or less, to the center line of said Section 18, Township and Range aforesaid; thence East 160 rods on said half section line; thence south 160 rods to the south section line of said Section 17; thence West 160 rods, more or less, to the place of beginning and containing 160 acres, more or less.

Also, commencing at a point 160 rods East of the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence East to Utah Power and Light Company's Canal; thence in a northwesterly direction along said canal 200 rods, more or less, to dam of said canal; thence in a southwesterly direction along said dyke of Utah Power and Light Company to the old Bloomington creek or Outlet Channel; thence in a Southern direction 200 rods, more or less, to the place of beginning.

The above described land East and South of the marginal survey lines may also be described as follows, to-wit: Commencing at the southeast corner of Lot 5, Section 18, Township 14, South Range 44 East of Boise Meridian, and running thence East on section line when extended 280 rods, more or less, to the Utah Power & Light Company's Canal; thence in a northwesterly direction along said canal 560 rods, more or less, to a point where said canal intersects with the quarter section line between the north half and the south half of the Northeast quarter of section 7, Township 14, South, Range 44 East of Boise Meridian; thence east on said quarter section line when extended across said canal to a point where the same intersects the slough or old out let channel coming out of Bear Lake; thence in a north and northwesterly direction following the meandering of said slough or channel to a point where the same enters the aforesaid canal; thence westerly to a point where the west bank of said canal intersects the south boundary line of Lots 9 and 10, Section 6, Township and Range aforesaid; thence southwesterly to a point where the south boundary line of said Lot 9 intersects the slough or Old Bloomington Creek Channel; thence in a southerly direction following the meanderings of said Bloomington Creek old channel 260 rods, more or less, to a point where said old Bloomington Creek Channel intersects the quarter section line when extended between the north half and the south half of the south east quarter of Section 7, Township 14, South, Range 44 East Boise Meridian; thence west on said quarter section line 70 rods, more or less, to the East boundary line of Lot 5 of said Section 7; thence in a southerly direction following the east marginal survey lines of said Lot 5, Section 7, and Lots 8, 7, 6, and 5 of Section 8, Township and Range aforesaid, 400 rods, more or less, to the point of beginning.

Together with all water right thereunto belonging.

DATED this 31st day of December, A.D. 1911.

Emily M. Rich
 Elizabeth J. Rich
 Odis O. Rich
 Leone F. Rich
 Loretta R. Wedding
 Erlin Wedding
 Zula R. Cole
 Mabel R. Sutton
 Richard J. Sutton
 Gertrude H. Price
 Fred J. Price
 Hazel H. Shephard
 F. Leslie Shephard
 Iris R. Collins
 M. M. Collins Jr.
 Lyman H. Rich
 Ada S. Rich

Lois R. Gundersen

Howard B. Gundersen

Naoma Rich

Edith Rich

Clarence M. Rich

Theresa J. Rich

Lyle M. Rich

State of Utah)
) ss
County of Cache)

On the 31st day of December, 1941, before me, H. A. Sjoström, a notary public, in and for said county and State personally appeared Zula H. Cole, Mabel H. Sutton and her husband Richard J. Sutton, Hazel R. Sheppard and her husband P. Leslie Sheppard, Lyman H. Rich and his wife Ada S. Rich, and Edith Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In Witness whereof I have hereunto set my hand and seal this 29th day of May, 1942.

(SEAL)
My Commission Expires
Jan. 10, 1946

Harvey A. Sjoström
Notary Public,
Residing at Logan, Utah.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the 8th day of October, 1942, before me Frank W. Troost a notary public in and for said county and State personally appeared Edis O. Rich and his wife Leone F. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 8th day of October, 1942.

(SEAL)
My Commission Expires,
Sept. 17, 1944.

Frank W. Troost
Notary Public
Residing at Los Angeles,
California.

STATE OF UTAH)
) ss
County of Cache)

Prior to the 31st day of October, 1941, before me, Harvey A. Sjoström, a notary public, in and for said county and state, personally appeared Emily M. Rich, Elizabeth J. Rich, Lorretta R. Weddine, Lois H. Gundersen, Howard B. Gundersen, Naomia Rich and Lyle M. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 28th day of July, 1941.

(SEAL)
My Commission Expires;
Jan. 10, 1946

Harvey A. Sjoström
Notary Public,
Residing at: Logan, Utah

STATE OF IDAHO)
) ss
County of Bear Lake)

On the 6th day of Sept., 1944, before me W. Smith Howe a notary public in and for said county and State personally appeared Gertrude H. Price and her husband, Fred J. Price, Iris H. Collins and her husband W. H. Collins, Clarence M. Rich and Theresa J. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 6th day of Sept., 1944.

(SEAL)
My Commission Expires: Nov. 22, 1947.

W. Smith Howe
Notary Public
Residing at: Paris, Idaho.

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Sept. 19, 1942; Book 7 of Miscellaneous at page 409.

By Jesse P. Rich Deputy
Per: W. H. Collins

Sam V. Tunks, Recorder.

No. 66984.

BILL OF SALE

STATE OF IDAHO,)
) ss.
County of)

Know All Men By These Presents, That on this 22nd day of September, 1942, DENICE ASHLEY, formerly the wife of William Ashley of Montpelier, County of Bear Lake, State of Idaho, the party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION lawful money of the United States of America, to her in hand paid by WILLIAM ASHLEY, formerly the husband of Denice Ashley, of Montpelier, County of Bear Lake, State of Idaho, the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns:

A. cases owned prev.
4 Booths
Counter & Stools
Rack Bar

Pots & Pans
Silverware
Oil stove heater
Dish sinks

...estate, and all
...have been
...State of
...at law
...of the said
...Final Account and
...all
...the results of said estate herein-
...not now known or discovered, which
...said estate may have an interest in, be, and the
...L. HANCOCK, son and sole surviving heir at law of said
...particular description of the said residue of said estate referred
...of which distribution is now ordered as aforesaid:

1. Lot One (1), Block Twenty One (21), Section Three (3), Township Thirteen (13) South of Boise Meridian as platted in Plat "A" Montpelier Townsite Survey; together with 1/4 (One & one-quarter) shares of water stock in the Montpelier Irrigation Company, Certificate No. 756.
 2. Account receivable in the amount of Sixty Nine (\$69.00) Dollars owed by Louis C. Blechert of Montpelier, Idaho.
- Done in open Court at Paris, Idaho, this 8th day of September, 1952.

E. WOODRUFF STUCKI
Probate Judge and Ex-Officio
Clerk of the Probate Court of
Bear Lake County, State of Idaho.

In the Probate Court of Bear Lake County State of Idaho
COUNTY OF BEAR LAKE }
State of Idaho } ss.
I, E. Woodruff Stucki, Probate Judge and Ex-Officio Clerk of the Probate Court, of Bear Lake County, State of Idaho, hereby Certify that the within and foregoing is a full, true and correct copy of the original ORDER SETTLING FINAL ACCOUNT AND DECREE OF DISTRIBUTION filed in the matter of the Estate of Deseret Hancock, sometimes referred to as Dessie Hancock, deceased, on the 8th day of September, 1952.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this 8th day of September, 1952.

(SEAL)
E. Woodruff Stucki
Probate Judge and Ex-Officio
Clerk of the Probate Court
of Bear Lake County, Idaho.
Recorded at the request of G. Staudacher; 3:00 P.M.; Sept. 30, 1952; Book 45 of Deeds at page 65.
By Sam V. Tunks Deputy
Recorder
Sam V. Tunks, Recorder.

No. 67014. ✓ IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO
In the Matter of the Estate of :
WILLIAM L. RICH : DECREE OF FINAL DISTRIBUTION
Deceased :

The petition of Emily M. Rich, Frank J. Foulger and Jesse P. Rich, executrix and executors of the estate of William L. Rich, deceased, praying for a final distribution of said estate, came on regularly to be heard this day, and due proof was made to the satisfaction of the court that the clerk of this court has given due and legal notice of the hearing of said petition for the time in the manner required by law and as directed by the order of this court.

Evidence was introduced and therefrom the court finds:--

1. That the said William L. Rich died testate on or about the 1st day of June, 1928, in the County of Weber, in the State of Utah, and that the said deceased at the time of his death was a resident of the County of Bear Lake in the State of Idaho, and that said deceased left estate consisting of real and personal property in the county of Bear Lake in the State of Idaho.
2. That on or about the 10th day of July, 1928, this court made an order appointing Emily M. Rich, Frank J. Foulger and Jesse P. Rich, executrix and executors of the estate and on the 10th day of July, 1928, letters testamentary as such as required by law, was duly issued to the said Emily M. Rich, Frank J. Foulger and Jesse P. Rich and such letters have not been revoked.

45-66

1. That this court has made a decree showing that due and legal notice to the creditors of said deceased has been given requiring them to present their claims to said executrix and executors, within 10 months after the first publication of said notice, and on the 6th day of August, 1929, this court made a decree showing that due and legal notice to creditors had been given.

4. That the third and final account of the said executrix and executors have been by this court duly allowed, approved and settled. That all expenses of administration, and all taxes and assessments on the said estate have been paid in full; and that all other obligations of the said estate have been paid and a final distribution thereof now be made.

5. That the name, age, relationship to decedent, and place of residence of every heir-at-law of the said deceased, are as follows, to-wit:

Name	AGE	RELATIONSHIP	ADDRESS
Emily M. Rich	75	Widow	Paris, Idaho
Elizabeth J. Rich	57	Daughter-in-law	4195-4th Ave. Los Angeles, California
Odin O. Rich	35	Grandson	3940 So. Bronson St. Los Angeles, California
Loretta R. Wedding	33	Granddaughter	4195-4th Ave. Los Angeles, Calif.
Zula R. Cole	63	Daughter	84 East 4th North, Logan, Utah
Jesse P. Rich	61	Son	335 W. 2nd N. Logan, Utah
Mabel R. Sutton	59	Daughter	Oakley, Idaho
Gertrude R. Price	65	Daughter	Paris, Idaho
Hazel R. Shepherd	51	Daughter	255 No. 3rd E. Logan, Utah
Iris R. Collings	52	Daughter	Paris, Idaho
Lyman R. Rich	50	Son	718 N. 3rd E. Logan, Utah
Clarence M. Rich	46	Son	Paris, Idaho
Maecel Rich	43	Daughter	Paris, Idaho
Lois R. Gunderson	40	Daughter	1830 Gunderson Ave. S. L. C.
Edith Rich	36	Daughter	344 E. 2nd N. Logan, Utah
Lyle M. Rich	33	Son	Paris, Idaho

6. That all of the personal property belonging to said estate of any value has heretofore been sold and all of the real estate has either been distributed or sold, except that part hereinafter described, which is to be distributed to Jesse P. Rich.

7. That any personal property or affects which may still belong to said estate, all of the heirs have agreed should be distributed to Jesse P. Rich and Emily M. Rich for trustees of said estate.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a final distribution of said estate be made as follows to-wit:

First: To Jesse P. Rich, son of the said deceased, all right, title and interest which the said deceased had at the time of his death, or which said estate may have since acquired in and to the following described property:

Beginning at center of Sec. 6, Township 14 S., R. 44 E. R. M., thence N. 735 feet along S. line of NW 1/4 Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East bank of said channel as follows: North 70° East 250 feet; thence North 60° 16' West 168 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 256 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E. R. M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 07' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.62 feet to North line of Southwest Quarter Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6, township and range afore-said; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meandering about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, the East half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7, containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East half of the Northwest Quarter of Section 18 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 E. R. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20° East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1859 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 feet; South 2° 21' East 5125 feet; thence North 71° 08' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Oct. 1, 1952; Book 45 of Deeds at page 65.
 By *Jesse P. Rich* Deputy
 Post \$5.00
 Sam V. Tunks, Recorder.

No. 67021.4

WARRANTY DEED

THIS INDENTURE, Made the 27th day of February, in the year of our Lord one thousand nine hundred and Fifty-two between Ellen Stevens of Bloomington, County of Bear Lake, State of Idaho, party of the first part, and Ermen Stevens, husband of First party, also of Bloomington, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the love and affection which she bears toward her husband, the said party of the second part and the sum of ten DOLLARS lawful money of the United States of America to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does 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 her undivided one-half community interest which she has with her said husband in and to the following described pieces or parcels of land, situated in the county of Bear Lake, state of Idaho, to-wit:

Commencing at a point Seven rods and Four and one half (4 1/2) feet East from the North West corner of Lot Six (6) Block Fourteen (14) Section 22, Township 14 South, Range 43 East of Boise Meridian, and running thence West Eight (8) rods and Four and one half (4 1/2) feet; Thence South Eleven (11) rods; Thence East Eight (8) rods and Four and one half (4 1/2) feet; Thence North Eleven (11) rods to the place of beginning, and containing 91 square rods, more or less.

Also, Lot One (1) of Block Twenty three (23) of Bloomington Townsite, in Bear Lake County, state of Idaho, as platted in Plat Book F, page 21 of the records of Bear Lake County, Idaho.

Also, Commencing at a point 5 chains and 80 links West from the Southeast corner of the Southeast quarter of Section 15, Township 14 South, Range 43 East of the Boise Meridian, U. S. Survey, and running thence West 14 chains and 23 links; Thence North 91 East 86 links; Thence North 86 degrees 6' East 14 chains and 23 links; Thence South 1 degree 50' East 1 chain and 79 links, to place of beginning and containing One acre and 142 square rods of land, be there more or less.

Also, Commencing at the Northwest corner of the Northeast quarter of Section 22 in Township 14 South of Range 43 East of Boise Meridian, and running thence South 3 chains and 18 links; Thence East 2 chains and 47 links; Thence North 3 chains and 18 links; Thence West 2 chains and 47 links to place of beginning and containing 125 1/2 square rods of land, more or less.

Also, Commencing at a point 96 links North from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 15 in Township 14 South of Range 43 East of Boise Meridian, and running thence North 91 East 3 chains and 88 links; Thence North 87 degrees 20' East 14 chains and 5 links; Thence South 1 degree 50' East 14 chains and 30 links; Thence South 86 degrees 6' West 14 chains and 23 links to the place of beginning and containing 7 acres and 91 square rods of land.

Together with all water and water rights appurtenant to or having been used upon all of the above described land.

Also, Commencing at a point 6 chains and 73 links South 72 degrees 45' West from the Northeast corner of the Northeast quarter of Section 22, Township 14 South, Range 43 East of the Boise Meridian, and running thence South 72 degrees 45' West 11 chains and 73 links; Thence South 23 degrees 45' East 3 chains and 18 links; Thence North 72 degrees 45' East 11 chains and 38 links; Thence North 18 degrees 10' West 2 chains and 23 links to place of beginning and containing Three and 283/160 acres more or less.

Together with all water and water rights thereunto belonging.

Also, Lot Fifteen (15) as Platted in Bear Lake County Plat Book 4, on near Seventy two (72) and further described as follows to-wit:

Commencing at a point Eight (8) chains and eighty four (84) links North from the South East corner of Section Twenty three (23) Township Fourteen (14) South of Range Forty three (43) East of Boise Meridian, in the state of Idaho, and running thence North 88 degrees (43) East of Boise Meridian, in the state of Idaho, and running thence North 88 degrees 30' East Ten (10) chains; Thence North 5 degrees East Seven (7) chains and twenty (20) links; Thence South 87 degrees 30' West Fifteen (15) chains and eleven (11) links; Thence South Five degrees West seven (7) chains and thirty two (32) links; Thence North 88 degrees 30' East eight (8) chains and eleven (11) links to place of beginning and containing 13 acres and 26 square rods of ground be there more or less.

Also, Commencing at a point Six (6) chains Five (5) links North 72 degrees 45' East, and Ten (10) chains Eighty (80) links South 23 degrees East, and Five (5) chains North 67 degrees East from the North West corner of the North West quarter of Section Twenty six (26), Township Fourteen (14) South, of Range 43 East of Boise Meridian and running thence North 67 degrees East Six (6) chains; Thence North 23 degrees West Two (2) chains and Fifty (50) links; Thence South 67 degrees West Six (6) chains; Thence South 23 degrees East two (2) chains and Fifty (50) links to place of beginning and containing One (1) acre and 80 square rods of land, more or less.

Also, Beginning at a point in the middle of Bloomington Creek 607 feet North 2 degrees 10' West from the SE corner of the SW 1/4 of Section 25, in Township 14 South, Range 43 East of Boise Meridian, on the quarter line; Running thence North 2 degrees 10' West along the quarter line 2336 feet; Thence North 70 degrees 50' West 1638.5 feet to the middle of a road; Thence down the middle of said road South 10 degrees West 570 feet; Thence South 5 degrees 08' East 700 feet; Thence South 9 degrees 33' East 933 feet; Thence South 74 degrees 02' East 69 feet to the middle of Bloomington Creek; Thence down the middle of said creek North 50 degrees 25' East 177.4 feet; Thence North 13 degrees 07' East 341 feet; Thence North 65 degrees 39' East 454.7 feet; Thence South 68 degrees 33' East 321.3 feet; Thence South 32 degrees 49' West 306.5 feet; Thence South 67 degrees 30' East 204 feet; Thence South 70 degrees 12' East 430 feet; Thence South 11 degrees 34' East 257.6 feet; Thence South 59 degrees 26' East 140 feet to point of beginning and containing 74.77 acres of land, more or less.

108078

Warranty Deed

THIS INDENTURE, Made the 16th day of August, in the year of our Lord one thousand nine hundred and 61 between Jessie P. Rich and his wife Louise B. Rich of CACHE Utah County of Logan, State of Idaho, parties of the first part, and Lloyd C. Kennington of Paris County of Bear Lake State of Idaho, Part y of the second part:

WITNESSETH, That the said parties... of the first part, for and in consideration of the sum of One Thousand and no/100 DOLLARS lawful money of the United States of America to them in hand paid by the said part y 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 part y 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: Beginning at center of Sec. 6, Township 14S., R. 44 E.B.M.; thence W. 735 feet along S. line of NW 1/4 Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60°16' West 168 feet; thence North 69°40' West 313 feet; thence South 79°15' West 256 feet; thence North 38°15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, beginning at the center of Section 6, Township 14 South Range 44 E.B.M.; thence South 69° feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40°10' West 363 feet; thence South 84°02' West 349 feet; North 66°26' West 180 feet; North 1°40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, beginning at a point in the East line of lot 10, North 82°30' West 1320 feet and South 650 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 E.B.M. which is the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20°30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 6° East 140 feet; thence South 20° East 987 feet; thence North 77°14' East 496 feet; thence North 13° West 3250 feet; thence North 25° West on said creek 426 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 42.1 acres more or less.

Also the Government Lots 1, 6, 7 and 8; the East half of the West half; all in section 14, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT: Commencing at the South West Corner of the South East Quarter of the South West Quarter (South quarter corner of South West Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods, more or less, to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning and containing 50 acres, more or less. Together with all water right thereunto belonging.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part Y of the second part, and to his heirs and assigns forever, and said part 100 of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part Y of the second part, his heirs, and assigns against the said part 100 of the first part, and their heirs and against any and all persons whosoever, claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part 100 of the first part ha ve hereunto set their hand and seal on the day and year first above written.

Witness my hand and Delivered in the Presence of

[Signature]

Jesse P. Rich (SEAL)
Louise P. Rich (SEAL)

United States of America

Utah
STATE OF ~~UTAH~~ } ss.
County of ~~DAKOTA~~
CACHE

On this 10th day of August in the year of our Lord one thousand nine hundred and Sixty-one before Ervin T. Hawkins

within and for said County and State personally appeared Jesse P. Rich and his wife Louise R. Rich

personally known to me to be the person s whose name 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 or in this certificate above written.

[Signature]
Residing at Logan, Utah.

Notary Public

Notary Public, residing at Logan, Utah. Commission expires June 25, 1965.

No. 108078

Warranty Deed

Jesse P. Rich and his wife
Louise R. Rich

TO

Lloyd C. Kennington

Dated August 16 1961
Office of County Recorder

STATE OF IDAHO) ss.
County of Jeffer

I hereby certify that this instrument was filed for record at the request of Caribou Title Co.

at 20 minutes past 4 o'clock P. m.
this 12th day of April

A. D. 19 66, in my office, and duly recorded in XXXX XXXXXX Microfilm.

Betty Mallentine

County Recorder
[Signature]
Deputy

Fee, \$ 2.00

Presented to and paid by me this
day of 19

Notary.

INDEXED

WARRANTY DEED

108083

REVENUE STAMPS

For Value Received We Lloyd C. Kennington and wife
Naemi L. Kennington, of Paris, Bear Lake County, Idaho,
WITNESS That the parties for and in consideration of the sum
Ten (\$10.00) Dollars and other valuable consideration,
the grantors, does hereby grant, bargain, sell and convey unto Alan J. Alder,
Gerald J. Alder of Logan, Cache County, Utah and Karl J.
Alder, of Providence, Cache County, Utah.

the grantee s, the following described premises, in Bear Lake County Idaho, to wit:

REAL PROPERTY:

Beginning at center of Sec. 6, Township 14 S., Range 44 East of the Boise Meridian, thence West 735 feet along South line of Northwest Sec. 6 to East bank of natural outlet channel of Bear Lake, thence by meander along East bank of said channel as follows: North 20* East 250 feet; thence North 60* 16' West 168 feet; thence North 69* 40' West 313 feet; thence South 79* 15' West 256 feet; thence North 38* 15' West 34.06 feet, to South line of Paris-Dingle road, thence North 76* East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter of Section 6; thence South along said Quarter, Section line 744.4 feet to beginning, containing 12.3 acres approximately.

Also, beginning at the center of Section 6, Township 14 South Range 44 East of the Boise Meridian; thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40* 10' West 363 feet; thence South 84* 02' West 349 feet; North 66* 26' West 180 feet; North 1* 40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 435 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60* West from Southeast Corner of Lot 8; thence North 60* East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, beginning at a point in the West line of lot 10, North 88* 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 East of the Boise Meridian which is the middle of a creek on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20* 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68* West 140 feet; thence South 20' East 987 feet; thence North 77* 12' East 496 feet; thence North 13* West 3250 feet; thence North 85* West up said creek 125 feet; thence South 85 West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also the Government Lots 5, 6, 7, and 8; the East half of the West Half; all in section 18, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT:
Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (South Quarter corner of Southwest Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods more or less to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning containing 50 acres, more or less. Together with all water rights thereunto belonging.

One-fifth (1/5) interest in holding yard in east edge of Paris, Idaho.
One Hundred Sixty-Two Shares of Water Right.
Transfer of least of 17 acres of Utah Power and Light property.
All rights, title, and interest in 369 acres of Government land adjoining the

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
Their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee that they are the owner in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 1, 1967

STATE OF IDAHO, COUNTY OF Bear Lake
On this 1st day of April, 1967,
before me, a Notary Public in and for said State, personally
appeared

Lloyd C. Kennington and wife
Naomi L. Kennington

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

[Signature]
Notary Public
Residing at _____, Idaho
Comm. Expires 7-1-68

STATE OF IDAHO } ss
County of Bear Lake }

I hereby certify that this instrument was filed
at the request of Caribou Title Company
at 4:45 o'clock P. M. on the 12th day of
April, 1967 in my office and duly
recorded in Microfilm Records

Betty Wallentine
Ex-Officio Recorder

[Signature]
Deputy

Furnished by the POCATELLO TITLE CO.

INDEXED

WARRANTY DEED

For Value Received

EARL J. ALDER AND CLAUDIA ALDER, HUSBAND AND WIFE

do hereby grant, bargain, sell and convey unto

ALAN J. ALDER AND GERALD J. ALDER,

the following described premises, in Bear Lake County Idaho, to wit:

SEE SHEET ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 18, 1976.

[Signature]
Claudia A. Alder

STATE OF IDAHO, COUNTY OF
On this day of 19
before me, a notary public in and for said State, personally
appeared

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

Notary Public
Residing at
Comm. Expires

STATE OF IDAHO }
County of Bear Lake } 88

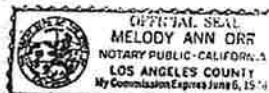
I hereby certify that this instrument was filed
at the request of Caribou Title Company

at 4:55 P.M. on the 12th day of

April, 1976 in my office and duly
recorded in Minuteman Records

Betty Hallentine *[Signature]*
Ex-Officio Recorder Deputy

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES



ACKNOWLEDGMENT - General - Notary Public Form 528 - Rev. 3-44

ON MAR 18 76 19
before me, the undersigned, a Notary Public in and for said State, personally appeared

Earl J. Alder and Claudia Alder
person whose name I subscribed to the within instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State.

Printed by the American Land Title Co.

Tract 2:

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows:
North 40°10' West 363 feet;
thence South 84°02' West 349 feet;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW $\frac{1}{4}$ of
said Section 6;
thence East 735 feet,
to the point of beginning.

Tract 3:

ALSO, Beginning at the Northeast corner of Lot 8 of said Section 6, township and range aforesaid, and running
thence West 483.78 feet, more or less, to Paris Creek;
thence up center of Creek in a Southwesterly direction 726 feet to
where Bloomington Creek joins Paris Creek;
thence up Bloomington Creek in a Southeasterly direction following its
meanderings 1386 feet to a point 184.4 feet South 60° West from
the Southeast corner of Lot 8;
thence North 60° East 184.8 feet to the Southeast corner of Lot 8;
thence North 778.8 feet,
to the point of beginning.

Tract 4:

ALSO, Beginning 660 feet South of the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of
said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;
thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the
Northeast corner of Lot 8;
thence South 1004 feet along the meridional section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line,
to the point of beginning.

Tract 5:

Section 18: Lots 5, 6, 7 and 8, E $\frac{1}{2}$ W $\frac{1}{2}$, EXCEPT THEREFROM, the following
described tract:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said
Section 18, township and range aforesaid, and running
thence North 825 feet;
thence East 2640 feet, more or less, to the marginal survey

line of Lot 5, of said Section 18;
thence South on the marginal survey line of said Lot 5,
825 feet, more or less to the South line of said Section 18;
thence West on said Section line 2640 feet, more or less,
to the point of beginning.

Bear Lake County, Idaho:

Township 14 South, Range 44 East of the Boise Meridian:

Tract 1:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW $\frac{1}{4}$ of Section 6 to East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows:
North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter section 6;
thence South along said quarter section line 744.4 feet, to the point of beginning..

117865 4

71 Y

STATE OF IDAHO
County of Blaine
Date March 21st 1979

Time 1:30 P.M.

No. Microfilmed

By Roy Bunderson

J. Bunderson, Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GERALD J. ALDER and SANDRA ALDER, his wife, and ALAN J. ALDER and JEAN ALDER, his wife, hereinafter called Grantors, for and in consideration of the sum of One Hundred Thirteen Thousand Three Hundred Twenty-Five and 30/100 Dollars (\$113,325.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the cements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Bear Lake, State of Idaho, to-wit:

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17)

A TRACT OF LAND IN THE EAST 1/2 OF THE WEST 1/2 AND GOVERNMENT LOT 5, SECTION 6, ABOVE SAID TOWNSHIP, NO RANGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION,

SOUTH 00°00'45" EAST 633.62 FEET

TO THE CENTER LINE OF WHAT IS KNOWN AS THE "LITTLE OUTLET";

THENCE, BY MEANDER ALONG THE CENTER OF SAID "LITTLE OUTLET" THE FOLLOWING COURSES:

NORTH 46°41'09" WEST	170.53 FEET,
NORTH 41°14'34" WEST	115.67 FEET,
SOUTH 86°56'59" WEST	428.12 FEET,
NORTH 24°17'33" WEST	351.62 FEET,
AND NORTH 09°17'45" EAST	149.48 FEET

TO THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6;

THENCE, EASTERLY ALONG THE SAID EAST-WEST 1/4 LINE,

SOUTH 88°48'31" EAST 26.93 FEET

TO THE EAST BANK OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE EAST BANK OF SAID CHANNEL, THE FOLLOWING COURSES:

NORTH 22°42'17" EAST	72.72 FEET,
NORTH 08°15'24" EAST	195.32 FEET,
NORTH 68°31'53" WEST	479.58 FEET,
SOUTH 75°05'28" WEST	226.94 FEET,

SOUTH 87°11'12" WEST 93.45 FEET,
NORTH 67°04'30" WEST 48.15 FEET,
AND SOUTH 55°47'23" EAST 14.53 FEET

TO THE SOUTH RIGHT-OF-WAY LINE OF THE "PARIS-DINGLE" ROAD;

THENCE, EASTERLY ALONG THE SAID RIGHT-OF-WAY LINE,

NORTH 76°02'33" EAST 1500.60 FEET

TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 6;

THENCE, SOUTHERLY ALONG THE SAID NORTH-SOUTH 1/4 LINE,

SOUTH 00°00'45" EAST 760.46 FEET

TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS.

TRACT (17a)

A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE NORTHWESTERLY SIDE OF BEAR LAKE,

SOUTH 61°31'53" WEST 1808.03 FEET

TO THE CENTER LINE OF BLOOMINGTON CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE MEANDERS OF BLOOMINGTON CREEK:

NORTH 07°49'27" WEST 160.65 FEET,
NORTH 00°46'44" WEST 99.79 FEET,
NORTH 14°59'12" WEST 71.33 FEET,
NORTH 65°20'29" WEST 53.53 FEET,
SOUTH 76°25'02" WEST 146.58 FEET,
NORTH 87°29'09" WEST 59.10 FEET,
NORTH 68°10'38" WEST 73.52 FEET,
NORTH 47°37'05" WEST 166.63 FEET,
SOUTH 70°49'36" WEST 110.10 FEET,
SOUTH 33°38'48" WEST 54.74 FEET,
SOUTH 61°28'33" WEST 91.84 FEET,
AND NORTH 25°21'12" WEST 169.73 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK:

NORTH 67°32'41" EAST 85.68 FEET,
NORTH 01°08'42" EAST 189.45 FEET,
NORTH 16°20'45" EAST 155.53 FEET,

NORTH 67°22'09" EAST 112.41 FEET,
NORTH 85°31'46" EAST 156.58 FEET,
NORTH 39°41'50" EAST 55.05 FEET,
AND NORTH 10°19'34" EAST 110.64 FEET

TO THE NORTH LINE OF LOT 8, SAID SECTION 6;

THENCE, FOLLOWING SAID NORTH LINE,

SOUTH 88°38'41" EAST 113.25 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE
CONVEYANCE FROM HENRY AND ANNA B. TEUCHER TO WILLIAM L. RICH,
DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY
OFFICIAL RECORDS;

THENCE, NORTHERLY ALONG THE SAID RICH LINE,

NORTH 06°00' EAST 364.09 FEET,
NORTH 24°00' WEST 462.00 FEET,
AND NORTH 22°10' EAST 330.00 FEET

TO AN ANGLE POINT ON SAID RICH LINE;

THENCE, CONTINUING EASTERLY ALONG THE SAID RICH LINE,

SOUTH 13°20' EAST 396.00 FEET,
SOUTH 88°00' EAST 528.00 FEET,
SOUTH 27°00' EAST 264.00 FEET,
SOUTH 76°00' EAST 198.00 FEET,
NORTH 83°30' EAST 462.00 FEET,
AND NORTH 68°15' EAST 287.80 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE
CONVEYANCE FROM W.L. AND EMILY M. RICH TO THE TELLURIDE POWER
COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912
IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG THE SAID TELLURIDE POWER COMPANY WEST
LINE,

SOUTH 20°16' EAST 759.58 FEET

TO THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE
MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION
6, ABOVE SAID MEANDER LINE;

THENCE, SOUTHWESTERLY ALONG SAID MEANDER LINE EXTENSION,

SOUTH 61°31'53" WEST 101.96 FEET

TO THE POINT OF BEGINNING.

CONTAINING 56.29 ACRES, MORE OR LESS.

TRACT (17b)

A TRACT OF LAND BEING A PART OF SECTION 18, SAID TOWNSHIP AND
RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-
SAID TOWNSHIP AND RANGE;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT
MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,

SOUTH 37°19'49" EAST 918.18 FEET

TO ANGLE POINT 1 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 20°17'21" WEST 2426.39 FEET

TO ANGLE POINT 2 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 33°09'47" EAST 1099.32 FEET

TO ANGLE POINT 3 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 60°16'21" WEST 394.72 FEET

TO ANGLE POINT 4 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 11°31'59" EAST 300.63 FEET

TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT
ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;

THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT
RIGHT ANGLES TO) SAID SOUTH LINE,

SOUTH 89°58'23" WEST 1214.70 FEET

TO A POINT ON THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 18;

THENCE, CONTINUING PARALLEL TO AND 825.00 FEET NORTHERLY OF (WHEN
MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

NORTH 89°57'48" WEST 1321.14 FEET

TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID
SECTION,

NORTH 00°06'33" WEST 1795.88 FEET

TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST
1/4 LINE THROUGH SAID SECTION;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,

NORTH 00°06'02" WEST 2618.36 FEET

TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH LINE OF SAID SECTION;

THENCE, EASTERLY ALONG THE SAID NORTH LINE,

NORTH 89°56'14" EAST 1321.55 FEET

TO THE 1/4 CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID TOWNSHIP AND RANGE;

THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18,

NORTH 89°58'26" EAST 1188.19 FEET

TO THE TRUE POINT OF BEGINNING.

CONTAINING 266.83 ACRES, MORE OR LESS.

The above tracts contain in the aggregate 343.41 acres, more or less.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

RESERVING UNTO THE GRANTORS, their successors and assigns, the right to prospect for, mine, or remove oil and gas from the above described lands for a period of 20 years from the date of this deed, and so long thereafter as oil or gas is produced from said lands, or so long as Grantors, their successors and assigns, conduct drilling or reworking operations thereon with no cessation for more than sixty consecutive days until production results and if production results, so long as oil or gas is produced. The Grantors reserve unto themselves, their successors and assigns, the right to ingress and egress over the said lands in the exercise of the rights reserved herein.

In the event of oil or gas being discovered and developed, the Grantors covenant and agree that forty percent (40%) of the Grantors' interest in all oil and gas produced shall be paid to the United States, until the purchase price for the land has been recovered by the United States. This provision shall be exercised at the option of the United States in the event such oil or gas development should leave the land unusable for refuge purposes.

This provision for payment of forty percent (40%) of the Grantors' royalty interest to the United States shall apply to the royalties reserved in the existing lease hereinafter referred to, as well as to any leases hereafter executed by Grantors, their successors or assigns. All remaining royalties shall be recovered by the Grantors, their successors and assigns.

The land is now subject to the oil and gas lease in favor of Gerald A. Hancock, as per lease of record in the office of the County Clerk of Bear Lake County, Idaho, Instrument No. 107613 and this conveyance is subject to the rights of the lessee in said lease.

The oil and gas reservation made by the Grantors, their successors or assigns, after the expiration of the said lease to Hancock, shall contain the following stipulations for the protection of the United States.

The exploration by the Grantors, their successors or assigns, the drilling for, development of, and the transportation or removal of oil and gas, and the control of abandoned wells or wells taken out of production, shall be conducted by the most approved methods as dictated by State law, and paramount consideration shall be given to the prevention of contamination by oil, field brine or of any other oil field contaminants or damage of the lands for wildlife refuge purposes. All structures erected for drilling, development, transportation or removal of oil or gas shall be held to a minimum. Any production waste in proximity to the sources must be confined as to prevent escape.

Provision must be made for the removal of oil field brine, by pipeline or other approved method, so as not to contaminate the lands or the waters of the refuge. In the event any damage to the lands or water, or lands and water, the Secretary of the Interior will be the sole authority in determining the extent of the damage immediately apparent or that may be reasonably anticipated growing out of the leakage of such contaminants.

It is mutually understood and agreed that in the exercise and use of the reservations herein, the Grantors, their successors and assigns, shall not disturb, damage, or destroy any improvements or property of the United States, within the refuge area and all such property so damaged or destroyed shall be replaced or repaired, at the option of the Secretary of the Interior, by the United States at the cost of the Grantors or by the Grantors; nor shall the Grantors, their successors and assigns, agents and employees, cut, burn, or destroy any timber, grass, or other natural growth within the refuge, nor shall the Grantors, their successors and assigns, agents and employees, take any bird, or nest or egg, or any other wildlife species except by written permission of the Secretary of the Interior or his duly authorized agent.

The use, occupation, and operation of the reservations retained herein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of land within the National Wildlife Refuge System under and in compliance with the provisions of Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381).

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 20 day of March, 1979.

Gerald J. Alder
Gerald J. Alder

Sandra Alder
Sandra Alder

Alan J. Alder
Alan J. Alder

Jean Alder
Jean Alder

ACKNOWLEDGMENT

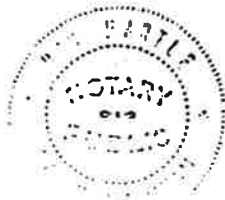
STATE OF Utah)
County of Cache) ss

On this 20th day of March, 19 79,
before me the undersigned, a Notary Public in and for the State of
Utah, duly commissioned and sworn personally
appeared Gerald J. Alder and Sandra Alder known to me to be the
individuals described in and who executed the foregoing instrument
and acknowledged to me that they signed and sealed the said in-
strument as their free and voluntary act and deed for the uses and
purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.

[Signature]
Notary Public in and for the State of
Utah residing at Logan.

My Commission Expires: January 12, 1983



ACKNOWLEDGMENT

STATE OF Utah)
County of Cache) ss

On this 20th day of March, 19 79,
before me the undersigned, a Notary Public in and for the State of
Utah, duly commissioned and sworn personally
appeared Alan J. Alder and Jean Alder known to me to be the indi-
viduals described in and who executed the foregoing instrument and
acknowledged to me that they signed and sealed the said instrument
as their free and voluntary act and deed for the uses and purposes
therein mentioned.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.




Notary Public in and for the State of
Utah residing at Logan

My Commission Expires: January 12, 1983

RECEIVED
DEC 08 2023
DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT - BRBA Fifth Judicial District County of Twin Falls - State of Idaho	
JAN 17 2023	
By _____	Clerk
_____	Deputy Clerk

Todd Kim
Assistant Attorney General
R. Lee Leininger
Katharine Laubach
Mark Widerschein
Natural Resources Section
Environment and Natural Resources Division
U.S. Department of Justice
550 West Fort Street, MSC 033
Boise, Idaho 83724
lee.leininger@usdoj.gov
katharine.laubach@usdoj.gov
mark.widerschein@usdoj.gov

Attorneys for the United States

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re BRBA

Case No. 79576

**United States'
Notice of Appearance**

PLEASE TAKE NOTICE that R. Lee Leininger, Katharine Laubach, and Mark Widerschein enter their appearances on behalf of the United States in the above titled action and in the subcases resulting from this action. Undersigned counsel enter their appearances under the direction of the Attorney General of the United States and pursuant to 28 U.S.C. §§516 through 519, which authorizes Department of Justice attorneys to conduct litigation on behalf of the United States in any suit before any state court.

All attorneys listed will accept service of papers by regular U.S. Mail at the following address:

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MSC 033
Boise, Idaho, 83724

All overnight or hand deliveries should be made to the following street address¹:

United States Department of Justice
Environment and Natural Resources Division (ENRD)
c/o United States Attorney's Office
1290 West Myrtle Street, Suite 500
Boise, ID 83702
(208)334-1211

Dated January 17, 2023

Respectfully submitted,



Todd Kinn
Assistant Attorney General
R. Lee Leininger
Katharine Laubach
Mark Widerschein
Natural Resources Section
Environment and Natural Resources Division
United States Department of Justice

¹ The court modified SRBA Administrative Order 1 Rules of Procedure on March 31, 2021 with respect to service on the United States
<http://164.165.134.61/images/2021-03/0039576xx09277.pdf>

CERTIFICATE OF SERVICE

I certify that on 17 January, 2023, I served true and correct copies of the foregoing

UNITED STATES' NOTICE OF APPEARANCE as follows:

Original via fax (208) 736-2121:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
Twin Falls, ID 83303-2707

Copies via First Class U.S. Mail, pre-paid:

DIRECTOR OF IDWR
P.O. Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, ID 83720-0010



Matthew Smith