

54

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A29-10447
Date Received: 3/08/1990
Receipt No: E012270
Received By: HWS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: EDWARD HAGER 208-775-3726
Address: 5676 WEST OLD HYWAY 91
POCATELLO, ID 83204

2. Date of Priority: JUN 01, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	35E	23	NE	SW			BANNOCK

5. Description of diverting works:
WELL AND PUMP TO SPRINKLERS AND ONE HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
IRRIGATION	03/15	11/15	0.040		

7. Total Quantity Appropriated is:
0.080 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 10.0 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC FOR ONE HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	35E	23	NE	SW		IRR	4.0
			NE	SW		DOMEST	

Section Acres 4.0

A29-10447

Page 1

Date: 03/08/90

MICROFILMED

NOV 16 1992



10. Place of Use: Continued

Total Acres 4.0

11. Place of use in counties: BANNOCK

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
 A29-04425

14. Remarks:
 THIS IS FOR SUBDIVISION LOT 1

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin 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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Edward Hager Date: 3-8-90

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of Mar 19 90

Betty J. Thompson
Notary Public

Seal

Residing at BETTY J. THOMPSON, NOTARY PUBLIC
RESIDING AT IDAHO FALLS, ID
My Commission Expires ON EXPIRES 6-30-94

05/07/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-10447

NAME AND ADDRESS: RANDY ERICKSON
5676 W OLD HIGHWAY 91
POCATELLO, ID 832047311

SOURCE: GROUND WATER

QUANTITY: 0.08 CFS
8 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE
SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 02/21/1961

POINT OF DIVERSION: T07S R35E S23 NWNESW Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04-01 10-31	0.04 CFS 8.00 AFY

PLACE OF USE:

IRRIGATION Within BANNOCK County
T07S R35E S23 NESW 2.1

2.1 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO
CODE.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR
DOMESTIC USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL
USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 29-10447
Date Received: 3/8/90
Receipt No: E012270
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RANDY ERICKSON Phone: (208)775-3726

5676 W OLD HIGHWAY 91
POCATELLO ID USA 832047311

2. Date of Priority: 06/01/1959

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
07S	35E	23	NE SW	BANNOCK	

5. Description of diverting works:

WELL AND PUMP TO SPRINKLERS AND ONE HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.04	
DOMESTIC	1/01	12/31	0.04	

7. Total Quantity Appropriated is:
0.08 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07S	35E	23	NE	SW	DOMESTIC	
			NE	SW	IRRIGATION	4
					Section Acres	4
					Total Acres	4

11. Place of use in counties: BANNOCK

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

THIS IS FOR SUBDIVISION LOT 1

CHANGED OWNERSHIP PER CLAIMANT REQUEST (5/7/01 CSAXTON)

15. Basis of Claim: Beneficial Use

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin 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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this

of _____ 20__

Notary Public

Residing at _____

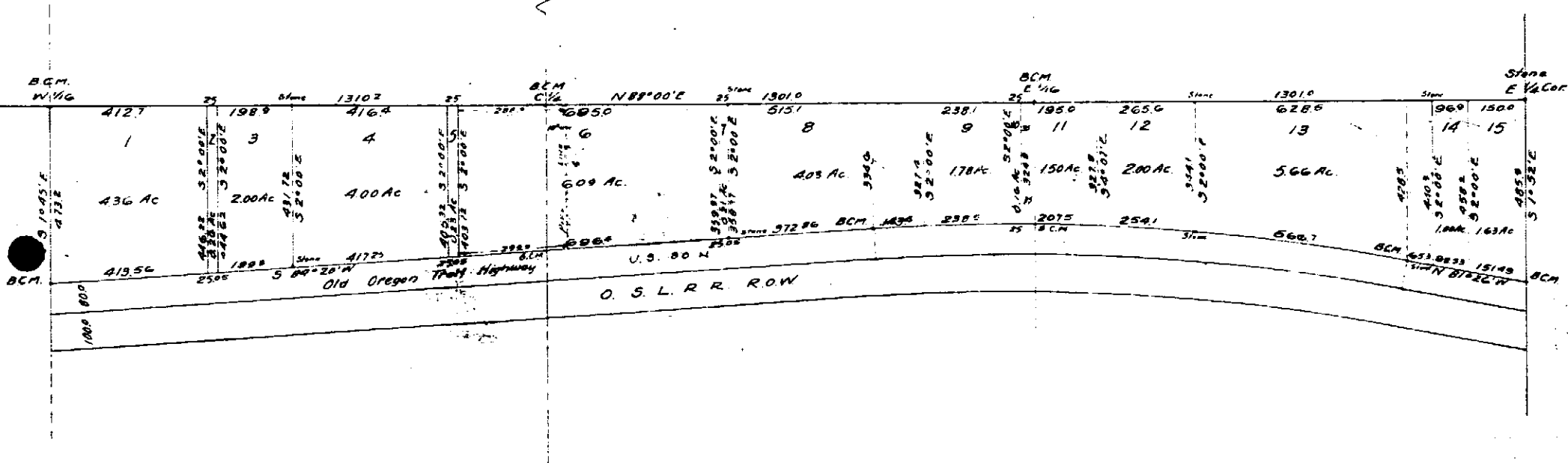
My commission Expires _____

A29-10447

BLACK ROCK SUBDIVISION

IN THE
NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC. 23, T.7 S. R.35 E.B.M.

Q.L.O. Mon
N $\frac{1}{4}$ Cor
SEC. 23



State of Idaho } S.S.
County of Bonneville }

Log for claim A29-10447

Spatial Dynamics LTD

9/12/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s35e	23	NESW	4	4.4	POD placement?
Totals:			4	4.4	

0.03

4

- Priority Evidence 1961 Well Log -

NCO letter Request Given to Cheri 5/2/01

To: Anita Kay Johnson

Randy Erickson

- since split - do the both use the same POD2 Pumps 1 ^{N. House} 3/4 Pump - House well

1 5 house - Irv

4

0.03 cfs / ac

4

0.12 cfs for 4 ac

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	29-10447	_____	_____	_____	_____
_____	~~29-4469~~	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Edward Huger
4. New Owner/Claimant(s) Randy L. Erickson
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 5676 W Old Hwy 91
- City, State and ZIP Code Inkom ID 83245
- New Telephone Number 000) 775-3726
5. Date you acquired the property ~~April 1999~~ March 1997

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Randy L. Fisher

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s)**. Please enter the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3**.
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

STATE OF IDAHO } ss.
County of Bannock }

I hereby certify that the foregoing instrument is a true and correct copy of the original on file in this office.

Dated FEB 05 1997 19__

Larry W. Ghan, Clerk of the District Court

~~Deputy Clerk of Magistrate Division~~

In the matter of the Estate of:

MARTIN "EDWARD" HAGER,

Deceased.

Case No. SPIE-97-00023

1. RANDY L. ERICKSON was duly appointed and qualified as General Personal Representative of the estate of the above-named decedent on this day, by the Court with all authority pertaining thereto.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

WITNESS, my signature and the Seal of this Court, this 5 day of February, 1997.

Dayle 2 By

MAGISTRATE JUDGE

3-1
**DEED OF TRUST
AND ASSIGNMENT OF RENTS**

99007266

THIS DEED OF TRUST (the "Security instrument" is made this 1st day
of APRIL, 1999

between RANDY L ERICKSON AND TERESSA ERICKSON, HUSBAND AND WIFE (herein "Grantor")
whose address is 5676 WEST OLD HI 91 INKOM IDAHO 83245

FIRST AMERICAN TITLE CO POCATELLO IDAHO 83204 (herein "Trustee")

and Ireland Bank, (Herein "Beneficiary") whose address is BOX 277 INKOM IDAHO 83245

Grantor, in consideration of the indebtedness herein recited and the trust herein created irrevocably grants and conveys to Trustee, in trust, with power
of sale, the real property, commonly known as 5676 WEST OLD HI 91
INKOM IDAHO located in the County of BANNOCK

State of Idaho, and particularly described as follows, and containing not more than twenty acres:

ALL OF THE SOUTH ONE HALF OF TRACT 1, BLACK ROCK SUBDIVISION, BANNOCK COUNTY,
IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights of way, appurtenances, fixtures now or
hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered
by this Deed of Trust and all rents issued and profits thereof; all of the foregoing, are herein referred to as the "Property";

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by Grantor's Note of even date (herein "Note"), in the principal sum
of THIRTY EIGHT THOUSAND EIGHT HUNDRED TWENTY SIX DOLLARS AND 85/100

(\$ 38,826.85) with interest thereon, and the final payment, if not sooner paid, due and payable
on APRIL 1, 2014; and to secure

(a) payment of any and all extensions or renewals, and successive extensions or renewals of the Note or of the indebtedness represented by the same, and
of any other indebtedness at any time secured by this Security Instrument, whether represented by notes, drafts, open account or otherwise, and all the interest
on all of the same, all of which extensions or renewals shall be optional with the Beneficiary, but at the Beneficiary's option may be made by new Notes or
otherwise; and at, before, or after maturity, and for all of which this Security Instrument shall stand as a continuing security until paid; and (b) the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the
covenants and agreements of Grantor herein contained.

UNIFORM COVENANTS. Grantor and Beneficiary covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Grantor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the
Note and late charges as provided in the Note.

2. **PAYMENT OF TAXES AND INSURANCE.** In the event Grantor fails to pay any installment of taxes or hazard insurance for 30 days after the same
becomes due, upon written request of Beneficiary, Grantor shall pay to Beneficiary in addition to the monthly installments of principal and interest are payable
under the Note, until the Note is paid in full, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may attain priority over this Security
Instrument, plus one-twelfth (1/12) of yearly premium installments for hazard insurance, ("Funds" herein) all as reasonably estimated initially and from time
to time by Beneficiary on the basis of prior taxes and assessments and insurance statements or the reasonable estimates thereof.

Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual
accounting showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security
for the sums secured by this Security Instrument.

If the amount of the Funds held by Beneficiary, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments,
and insurance premiums shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess
shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor on monthly installments of Funds. If the amount of the Funds held by
Beneficiary shall not be sufficient to pay taxes, assessments, and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary
to make up the deficiency within 30 days from the date notice is mailed by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Security Instrument, Beneficiary shall promptly refund to Grantor any Funds held by Beneficiary.

3. **APPLICATION OF PAYMENTS.** All payments received by Beneficiary under paragraphs 1 and 2 hereof shall be applied by Beneficiary first in payment
of amounts payable to Beneficiary by Grantor under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note.

4. **HAZARD INSURANCE.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards
included within the term "extended coverage" in the amount satisfactory to Beneficiary with loss payable to Grantor and Beneficiary according to their respective
interest at the time of loss. Proof of such coverage is in effect shall be furnished Beneficiary by Grantor at all times during the term of this Security Instrument.
The amount collected under any fire or other insurance policy may be applied to Beneficiary upon any indebtedness secured hereby and in such order as
Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release
shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Grantor shall not remove or demolish any improvement thereon and shall keep the Property
in good repair and shall not commit waste or permit impairment or deterioration of the Property.

6. **LIENS AGAINST PROPERTY.** Grantor shall pay, at least ten days before delinquency all taxes and assessments affecting said property, when due,
all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or superior hereto in addition to the payments
due in accordance with the terms of the Note hereby secured.

7. **ENVIRONMENTAL MATTERS.** Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge, no hazardous or toxic waste
or substances are being stored on the Property or any adjacent property nor have any such waste or substances been stored or used on the Property or any
adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice of Beneficiary immediately upon
Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor
will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated
with hazardous or toxic waste or substances. For purposes of this Security Instrument, the term "hazardous or toxic waste or substances" means any substance
or material defined or designated as a hazardous, toxic or radioactive waste material or substance or other similar term by any applicable federal, state or
local statute, regulation or ordinance now or hereafter in effect.

3-3

99007266

exercises the option to require immediate payment in full. Beneficiary shall give Grantor notice of acceleration. The Notice shall provide less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Security instrument. To pay these sums prior to the expiration of this period Beneficiary may invoke any remedies permitted by this Security instrument without demand on Grantor.

FORBEARANCE BY BENEFICIARY NOT A WAIVER. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

20. RECONVEYANCE. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Security instrument and the Note to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. SUBROGATION. To the extent that proceeds of the Note are used to pay for the purchase of all or any portion of the Property or any outstanding lien, charge or prior encumbrance against the Property, such proceeds have been or will be advanced by Beneficiary at Grantors request and Beneficiary shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges, prior encumbrances and interest in and to the Property irrespective of whether said liens, charges or encumbrances are released or said interest is terminated.

22. FIXTURE FILING. This Security instrument is intended to be a Security Agreement covering fixtures and with respect to any fixtures within the definition of the Property and with respect to any personal property shall become fixtures, this Security Agreement shall also constitute a financing statement under the Uniform Commercial Code of Idaho. It is intended as to such fixtures and proceeds thereof, this Security instrument shall be effective as a financing statement filed as a fixture filing in the real estate records where the Property is situate.

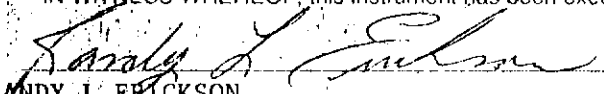
23. NOTICE NOT REQUIRED TO BE GIVEN. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

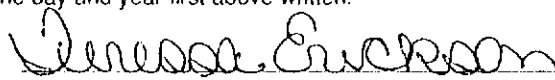
24. SUBSTITUTE TRUSTEE. Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor Trustee for any Trustee appointed hereunder. When such substitution has been recorded in the County Records Office where the Property is situate, it shall be conclusive evidence of the appointment of such Trustee. Without conveyance of the property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Grantor and recorded together with this Security instrument, the covenants and agreement of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument the same as if the rider(s) were a part of this Security Instrument.

26. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor. All covenants and agreements of Grantor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions thereof.

IN WITNESS WHEREOF, this instrument has been executed by Grantor the day and year first above written.

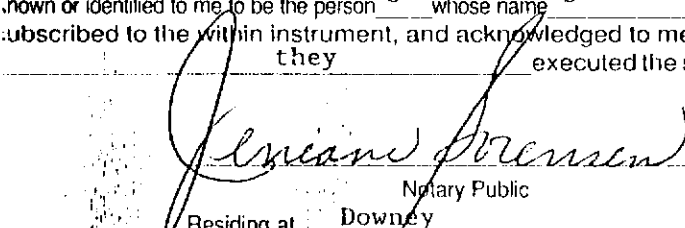

ANDY L. ERICKSON


TERESSA ERICKSON

STATE OF IDAHO, COUNTY OF BANNOCK
On this 1 day of APRIL, 1999
before me, a Notary Public in and for said State, personally appeared

RANDY L. ERICKSON
TERESSA ERICKSON

Known or identified to me to be the person s whose name s
subscribed to the within instrument, and acknowledged to me that
they executed the same.


Notary Public
Residing at Downey, Idaho.
Commission Expires 11-17-2003

NOTARY SEAL

NO 99007266
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE
'99 APR 13 PM 4 11
OFFICIAL RECORD BOOK NO 736
BANNOCK COUNTY IDAHO
LARRY L. HAN RECORDER
FEL 900 DEPUTY UK

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

_____, Idaho, _____, 19____

Trustee: _____

The undersigned is the legal owner of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: _____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

WELL LOG AND REPORT TO THE STATE RECLAMATION ENGINEER OF IDAHO

Log No. _____
Rec'd. _____, 19____
Well No. _____
Permit No. _____

(DO NOT FILL IN)

Owner Edward M Hager Address Rt. 1 South Pocatello Idaho
Driller _____ Address _____ Lic. No. _____
Location of Well: NE 1/4 SW 1/4 Sec. 23, T. 7 N, R. 35 E, Blaine Co.,
and 266 feet N, and 332 feet E from Northwest Corner of NE 1/4 SW 1/4 Sec. 23
Size of Drilled Hole 8" Total depth of Well _____
Give depth of standing water from surface 42' Water Temp. _____ °Fahrenheit
On pumping test delivery was 30 g.p.m. or _____ c.f.s. Drawdown was 100 feet.
Size of pump and motor used to make the test _____
Length of time pumped during check was 3 hr., _____ minutes.
If flowing well, give flow in c.f.s. _____ or g.p.m. _____ and shut in pressure _____
If flowing well, describe control works _____
(TYPE AND SIZE OF VALVE, ETC.)
Water will be used for Irrigation Weight of casing per linear foot _____
Thickness of casing 2 5/8" well Casing material 5" 1/2"
E.G., PIPE, CONCRETE, WOOD.
Diameter, length and location of casing _____
(CASING 12" IN DIAMETER AND UNDER GIVE INSIDE DIAMETER.
CASING OVER 12" IN DIAMETER GIVE OUTSIDE DIAMETER.)
Number and size of perforations _____ located _____ feet to _____ feet
from surface of ground.
Other perforations _____
Date of commencement of well Feb 1, 61 Date of completion of well Feb 20, 61
Type of well rig Worm Drive

CASING RECORD

DIAM. CASING	FROM FEET	TO FEET	LENGTH	REMARKS -- SEALS, GROUTING, ETC.

GENERAL INFORMATION—Pumping Test, Quality of Water, Etc.

13-356 23 NE 30

[illegible]

This well was drilled under my jurisdiction and the above information is true and correct to the best of my knowledge and belief.

Signed

By

Dated

Dated May 25, 1961.

License No

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	EDWARD HAGER 5676 W OLD HWY 91 POCATELLO ID 83204 (208) 775-3726	06/01/1959	IRRIGATION DOMESTIC	03-15 11-15 01-01 12-31	0.040 CFS 0.040 CFS	
TOTAL DIVERSION:					0.080 CFS	
CONSUMPTIVE USE:						10.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T07S R35E S23 NESW BANNOCK County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE									
T	R	S		NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM	
---	---	---	---	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	---	
07S	35E	23	:	:	:	:	:	:	:	:	:	:	04	:	:	:	:	:	:	:	4.0
																			TOTAL ACRES	4.0	

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE									
T	R	S		NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE		
---	---	---	---	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	---	
07S	35E	23	:	:	:	:	:	:	:	:	:	:	D	:	:	:	:	:	:	:	

POU County: BANNOCK

Non-Irrigation Uses: DOMESTIC FOR ONE HOME

Other Rights: A29-04425

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

29-10446 29-10597 29-10694 29-12175 A29-04207A A29-04207B A29-04468 A29-10094 A29-10446 A29-10694
A29-12175

Other Water Rights Listing Overlapping Place(s) of Use:

A29-04207 A29-04207A A29-04207B A29-04207C A29-04425 A29-04468

Remarks: GEN THIS IS FOR SUBDIVISION LOT 1

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 03/08/90 JONES 08/03/94 THOMPSON 03/29/95 POST-STD