

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

Identification No. A75-10648

Date Received 5-8-90

Receipt Number E019357
NUM 154278 25

NOTICE OF CLAIM
TO A
WATER RIGHT

RECEIVED

MAY - 8 1990

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Department of Water Resources
Eastern District Office

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) TONY R. DUNCAN Phone (208) 756-4647

Mailing Address Rt #1 Box 238 A. SALMON, IDAHO Zip 83467

2. Date of Priority (Only one per claim) 7-20-72 Month/Day/Year

3. Source of water supply (Check one) (☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 20 NORTH Range 21 EAST
Section 12 S $\frac{1}{2}$ of NW 1/4 of _____ 1/4, Govt. Lot _____ Bl _____
County of LEMHI

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Hoadgate 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.
WELL 5" CASING 60' DEEP 1 1/2 H.P.
ABOVE PUMP PIPE TO HOUSE

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For DOMESTIC purposes from 1-1 to 12-31 amount 0.04 (cfs)
(Both dates are inclusive)
For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.04 (cfs)

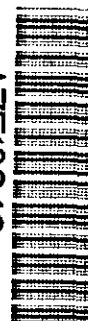
8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single owner and Number of livestock) 1

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APR 19 1994

A7510648



10. Place of use is: Township: 20 NORTH Range 21 EAST
Section 12 S 1/2 of NW 1/4, Gov. Lot _____, B.M.,
for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? LEMMING

12. 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.

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

14. Remarks: SEE ENCLOSED COPY

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood 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 do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Tommy R. Duncan Date 5/2/90

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____, Title _____, that I have signed the foregoing

Organization _____

document in the space below as _____

of _____

Title _____

Organization _____

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

Signature of Authorized Agent _____

Date _____

Title and Organization _____

State of Idaho/or Idaho)

County of Lincoln)

SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 2ND day of May 1990

SEAL

Notary Public Sharon R. Holt

Residing at Salmon, Idaho 83467

My Commission Expires 12-14-1991

Last Name _____ Ident No. _____

Copies: White-State, Yellow-C **MICROFILMED**

APR 19 1994

1. The name and address complete with zip code: _____
2. The quantity date entered: _____
3. The quantity date acceptable in view of mandatory filing dates? _____
4. See adjudication items 91 and 92 to determine if a claim is required: _____
5. (a) Is a source entered? _____
(b) Is a tributary to entered? (if required) _____ N/A
6. Is the legal description of the p.d. sufficient? _____
7. Is there a description of the diverting water? _____
8. Are the water uses appropriate for the farm? The short form is limited to domestic and stockwater uses with direct diversion. All claims must include storage or instream stockwater must use long form.
Is the period of use indicated? _____
Is a quantity claimed for each use? _____
9. Is a total quantity claimed entered? _____
10. If required is a consumptive use entered? _____ N/A
Is the consumptive use correct? _____ N/A
11. Are the non-irrigation uses listed properly? Is this claim is on the short form, and more than one domestic use is shown, simple over-allow must be stated. If not under simple ownership, see adjudication item 94. _____ N/A
12. Is (are) the place(s) of use and purpose(s) indicated? _____
13. Is (are) the country(ies) entered? _____
14. Is the ownership of p.d. checked? _____
15. Are other water rights listed or "done" indicated? _____
16. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) _____ N/A
17. Is the basis of the claim indicated? _____
18. Is the claimant requested a monthly index sheet, is payment enclosed? (If yes, domestic payment shown in "Comments" below.) _____ N/A
19. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.
20. Has the claim been signed, sealed, and dated by a county? _____
21. Was this claim filed on time, or was an extension granted? _____
22. Is the fee enclosed correct? _____ Except: _____
23. Is this claim is based on an existing water right, has the adjudication number been entered? _____ N/A
24. Should this claim be then entered? _____

POOR ORIGINAL

Claim checked by: JT Date: 12-11-90
Claim must be returned to claimant: _____
Claimant must be notified of adjudication: _____

Received by: _____ Date: _____
Checked by: _____ Date: _____
Sent to claimant by: _____ Date: _____

Comments: Get legal from attached maps. Send D.E.V. ltr.

POOR ORIGINAL

TONY R. DUNCAN and LINDA S. DUNCAN, husband and wife

A fraction of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, T. 20 N., R. 21 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the West $\frac{1}{2}$ Corner, Section 12 from which the NW Corner Section 12 bears N. 00°15'51" W., run thence S. 89°51'00" E. along the Southerly Boundary of the NW $\frac{1}{4}$, Section 12 a distance of 1149.88 feet to the POINT OF BEGINNING;

Thence N. 22°03'18" W., a distance of 523.09 feet;
Thence S. 68°40'41" E., a distance of 47.01 feet;
Thence N. 55°46'12" E., a distance of 55.32 feet;
Thence S. 41°51'29" E., a distance of 64.89 feet;
Thence S. 02°29'56" E., a distance of 451.86 feet;
Thence N. 89°51'00" W., a distance of 348.95 feet to the POINT OF BEGINNING. . .

Together with an easement for the purpose of ingress and egress described as follows, to-wit: A strip of land 21.0 feet wide across a portion of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 20 North, Range 21 East, Boise Meridian, more particularly described as follows, to-wit:

Commencing at the Westerly Quarter corner of said Section 12, run thence S. 89°51' E. along the Southerly boundary of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12 a distance of 1681.9 feet; thence N. 1°15' E. 450.0 feet to the point of beginning; continuing thence N. 1°15' E. 261.0 feet, more or less, to a point of the Southerly side of the Lemhi County Road; thence N. 59°40' W. along the Southerly side of the Lemhi County Road 24.3 feet; thence S. 1°15' W. 252.3 feet; thence West 250.0 feet; thence S. 45°0' W. 23 feet, more or less, to a point; thence E. 250.0 feet; thence N. 252.3 feet, more or less, to the point of beginning.

Subject, however, to an existing right-of-way through the above described property, to the Ray B. Cole tract of land.

END

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Creek

Sedona

R21E R22E

T21N
T20N

175-10519

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MAY 18 1994

FEBRUARY 19, 1993

TONY R DUNCAN
RT1 BOX 238A
SALMON ID 83467

RE: DOMESTIC ADJUDICATION CLAIM A75-10648

Dear Mr. Duncan:

Please find enclosed a computer generated copy of the Notice of Claim to a Water Right, A75-10648, filed for your property in Lemhi County.

The legal description in Item #4 has been modified to define the 40 acre tract containing your well. This was done by plotting the surveyor's property description. It now reads T20N, R21E, SW4NW4 Sec. 12. You should verify this is correct.

Please review the Notice for accuracy. In a few cases, other modifications were made by the Department for clarity. Should you determine certain items need to be changed, make the necessary changes on this form, sign it, having your signature notarized, and return it to this office by March 19, 1993. If there are no changes simply keep this Notice for your records.

If you should have any questions regarding this matter please feel free to contact me at (208) 525-7161.

Respectfully submitted,

Allen B. Ruberry
Sr. Water Agent - Adjudications

Enclosures: Notice of Claim A75-10648

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APR 19 1994

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: A75-10648
Date Received: 2/19/1993
Receipt No: E014357
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TONY R. DUNCAN 208-756-4647
Address: RT 1 BOX 238A
SALMON ID 83467

2. Date of Priority: JUL 20, 1972

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
20N	21E	12	SW	NW			LEMHI

5. Description of diverting works:
60' WELL, 5" CASING, 1 1/2HP PUMP PIPED TO HOUSE

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		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
20N	21E	12	SW	NW		DOMEST	

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:
ATTACHED LEGAL DESCRIPTION DEFINES TRACT IN SW4NW4 SEC. 12.

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 _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

12/01/98 14:17:47
Page 1

Water Right Number - R75-10648

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
KREMER

TYRELL

1 - RT 1 BOX 238A
2 -
3 -

City- SALMON
Phone - 208-756-6496

State- ID Zip- 83467

KREMER

JULIE

1 - RT 1 BOX 238A
2 -
3 -

City- SALMON
Phone - 208-756-6496

State- ID Zip- 83467

*** O - ORIGINAL OWNER ***
DUNCAN

TONY R

1 - RT 1 BOX 238A
2 -
3 -

City- SALMON
Phone - 208-756-4647

State- ID Zip- 83467

+ - - Priority Date - - +
07/20/1972

+ - - Region - - - +
15 EASTERN

+ - - Stage - - - +
J - BENEFICIAL USE

+ - - Status - - - +

+ - - Source - - - - - +
GROUNDWATER

+ - - Tributary - - - - - +

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

20N 21E 12 SW NW (59) LEMHI

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

43 - DOMESTIC 01/01 12/31 0.040

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.040 0.0

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

20N 21E 12 SW NW 43 DOMESTIC (59) LEMHI

Total Acres:

+ - - Diversion Means - 60' WELL, 5" CASING, 1 1/2HP PUMP PIPED TO HOUSE

+ - - Non-Irrigation Use - 1 HOME

+ - - Other Rights for Same Use - NONE

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

12/01/98 14:17:48
Page 2

Water right number - R75-10648

Prefix Translation: RESEARCH

+ - - - - Remarks - - - - -
No Remarks found.

+ - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

+ - - - - Conditions of Approval - - - - -
N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - Comments - - - - -
Date: 12/01/1998 User Id: JGIVENS Subject: COPIED FROM REMARKS
ATTACHED LEGAL DESCRIPTION DEFINES TRACT IN SW4NW4 SEC. 12.

+ - - Audit Fields - - +
12/01/98 DSMITH

+ - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 12/01/1998	Old Judicial District	-
Claim Received Date	- 05/10/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- E014357	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	-
				Notice of Error Flag	-

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

NOV 16 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page. Department of Water Resources
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 75-10648
 2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant TONY R. DUNCAN AND LINDA S. DUNCAN
Rt. 1 Box 238A. Salmon, ID 83467
 4. New Owner/Claimant(s) TYRELL MARK AND JULIE KREMER
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address Rt. 1 Box 238A
 City, State and ZIP Code SALMON, ID. 83467
 New Telephone Number (208) 756-6496
 5. Date you acquired the property JANUARY 11, 1994
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 3 Number and type of stock 0

Diversion rate in CFS _____ Number of homes 1 Other uses WATER WELL ONLY

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
 7. Signature of New Owner or Claimant(s) Julie Kremer
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

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

Trudy Givens:

11/9/98

ENCLOSED IS THE INFORMATION YOU'RE REQUESTED. ON THE DEED OF TRUST YOU'LL PROBABLY NOTE THAT JULIE KREMER'S MOTHER, FERN MCINNIER WAS A PARTIAL OWNER OF THE PROPERTY. SHE SOLD OUT TO US IN FEBRUARY OF 1997. CURRENTLY I'M NOW WORKING IN TEXAS AT 806-275-2965 OR P.O. BOX 1831 FRITCH, TX. 79036 OR HOME PHONE AFTER 6:00 PM 806-857-9417 FOR QUESTIONS OR FURTHER INFORMATION WANTED.

IF YOU NEED CONFIRMATION OF THIS THE COUNTY CLERK'S OFFICE HAS THIS ON FILE OR YOU MAY CONTACT FERN MCINNIER AT 208-756-6496 OR AT WORK: 208-756-6295.

THE ORIGINAL DEED OF TRUST IS ALL I HAVE WITH ME AT THIS TIME BUT JULIE KREMER AND I ARE THE SOLE OWNERS OF THE PROPERTY.

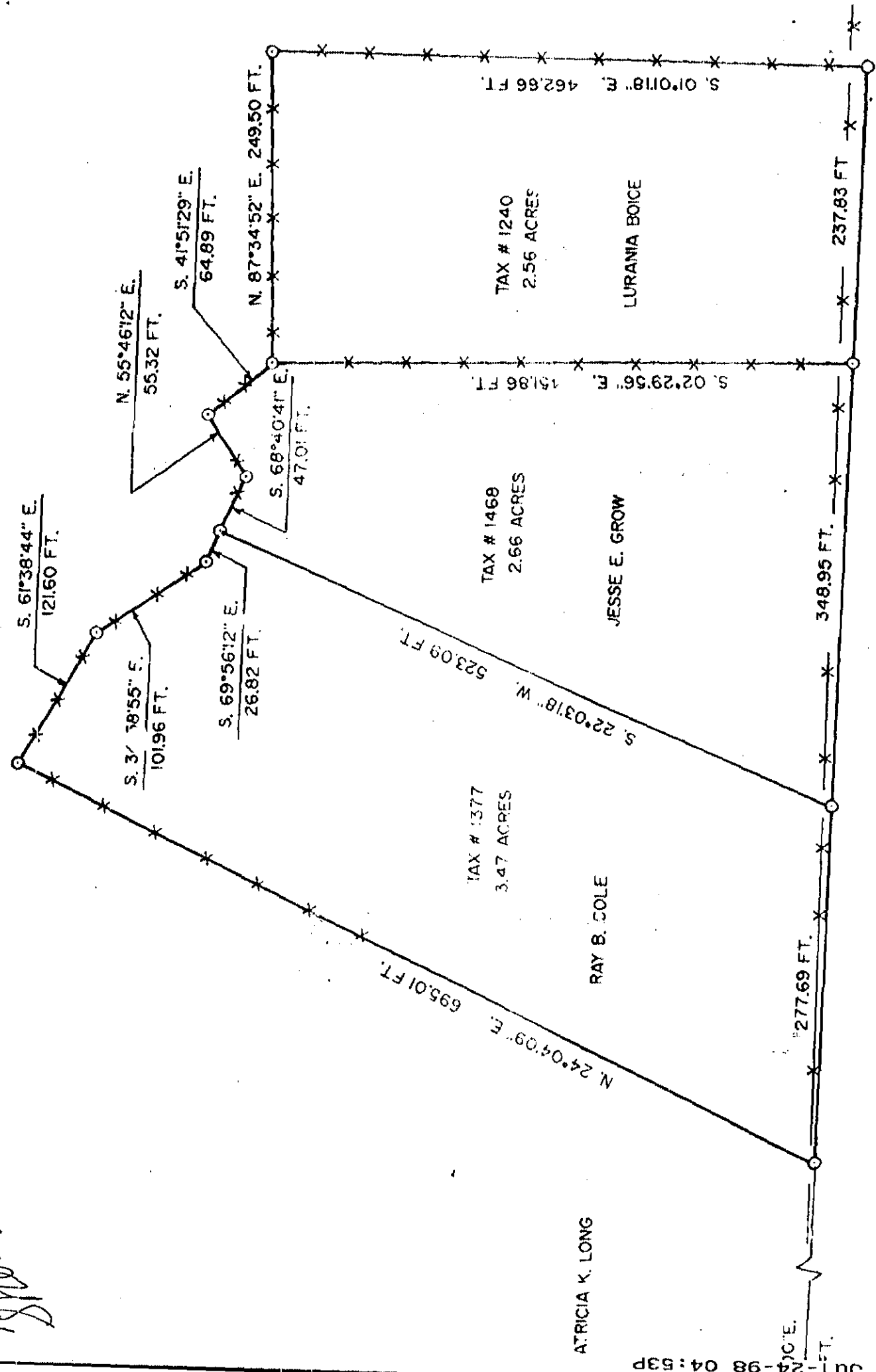
ANY QUESTIONS PLEASE CALL OR WRITE.

THANK YOU,

Trudy Givens

02
 2008-8-16
 78400000

PHILLIS J. BRUGGENKAMP



THIS DEED OF TRUST, Made this 15th..... day of JANUARY....., 1994,
 BETWEEN FERN C. MCINTIER, a single woman, TYRELL KREMER and JULIE KREMER,
 husband and wife, herein called GRANTOR,
 whose address is 211 Mary Katherine Ct., Lakeland, FL 33809
 The American Land Title Co., Inc., herein called TRUSTEE, and TONY R. DUNCAN and LINDA S. DUNCAN,
 husband and wife, herein called BENEFICIARY,
 whose address is P.O. Box 770361, Steamboat Springs, CO 80477
 WITNESSETH: That Grantor does hereby Irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
 POWER OF SALE, that property in the County of Lamhi, State of Idaho, described as
 follows, and containing not more than twenty acres:

FEE ATTACHED EXHIBIT "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
TWENTY TWO THOUSAND and NO/100 Dollars. (\$22,000.00).

final payment due
 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repairs; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with rate payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by 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.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To 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; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall, at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may, reconvey all or any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantees in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.

8. 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.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Fern C. McIntier

Tyrell Kremer

Julie Kremer

Tyrell Kremer

Julie Kremer

FLORIDA

STATE OF IDAHO, COUNTY OF Polk

On this 11 day of JAN, 1994.

before me, a Notary Public in and for said State, personally appeared

Fern C. McIntier

Tyrell Kremer

Julie Kremer



OFFICIAL SEAL

ARTHUR J. DUNN

My Commission Expires

Feb. 11, 1997

Comm. No. CC 259062

Known to me to be the person J... whose name J...

subscribed to the within instrument, and acknowledged to me that

ALL PARTIES executed the same.



Notary Public,

Residing at P.O. Box 1176, Pocatello, Idaho.

Commission Expires 2/11/97

DEED OF TRUST WITH POWER OF SALE	GRANTOR	BENEFICIARY	Dated _____, 19____	Furnished through the courtesy of	American Land Title Co. 312 West Center P. O. Box 1176 Pocatello, Idaho 83201 Telephone 232-6163	"SERVING BANNOCK, BINGHAM, POWER, MADISON, AND FRANKLIN COUNTIES."
	TRUSTEE					

REQUEST FOR FULL RECONVBYANCE
To be used only when note has been paid.

_____, Idaho, _____, 19____

, Trustee:

The undersigned is the legal owner and holder 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: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

October 21, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

TYRELL KOEMER
JULIE KREMER
RT 1 BIX 238A
SALMON ID 83467

Re: Snake River Basin Adjudication (SRBA)
Water Right No. 75-10648

Dear Claimant(s):

We have been advised you may be the new owner(s) of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please return the form, documentation and proof of domestic use to me attention at this office no later than November 9, 1998.

Please call this office toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Judy Givens
Clerical Specialist
Adjudication Bureau

/jg

Encl: Form 42-248/42-1409(6)
Water Right Profile Report

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: FEB-12-1998
PAGE: A-102

RIGHT NUMBER: 75-10648

NAME & ADDRESS: TONY R DUNCAN
RT 1 BOX 238A
SALMON ID 83467

TYRELL Kremer
Julie Kremer

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 07/20/1972

POINT OF DIVERSION: T20N R21E S12 SWNW Within LEMHI County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC DOMESTIC, 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T20N R21E S12 SWNW

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

ATTACHED LEGAL DESCRIPTION DEFINES TRACT IN SW4NW4 SEC. 12.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Verified by *Robert S. Jantz* Date: *9/29/98*
Verification Source *Lemhi Co. Assessor*