

DATE: 01/08/98
PAGE: 1

Misc: Water District Number: 01 Field Inspection Flag:
Presumption Flag:

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: **A22-12714B**
Date Received: 10/ 4/1988
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: RUSSELL D BOURNE
Address: 497 S 450 W
VICTOR ID

208-354-8903

83455

AND/OR

Name: FLORA A BOURNE
Address: 497 S 450 W
VICTOR ID

208-354-8903

83455

2. Date of Priority: JUN 1, 1904

3. Source: PARADISE SPRINGS Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	45E	30	NE	NE	NW		TETON
			SW	NE	NW		TETON

5. Description of diverting works:

PUMP & PIPELINE TO SPRINKLER SYSTEM & DAM IN STREAM TO FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.080		
STOCKWATER	04/15	10/15	0.020		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

STOCKWATER, 100 EMU

A2212714B



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	45E	19	SW	SE		IRR	8.0
Section Acres							8.0
Total Acres							8.0

11. Place of use in counties: TETON

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM COMBINES TWO WATER RIGHTS FROM PARADISE SPRINGS.
1: 22-0587 DECREED TO CAROLINE WITHRICK, AMT- UNDIVIDED 1/4
INTEREST IN PARADISE SPRINGS.
2: 22-0405 DECREED TO J.J. MILLER, AMT-2.0 CFS. 22-0405 IS
SPIT BY REX H. MILLER AND LEROY MILLER.
THE SPRINKLER SYSTEM WAS INSTALLED IN JULY OF 1963. THE LAND WAS
HISTORICALLY IRRIGATED UNDER THE TWO ABOVE MENTIONED WATER RIGHTS
ADDITIONAL LANDS WERE ADDED AT THAT TIME. CLAIM NO. 22-4142 WAS
INTENDED TO DOCUMENT THE EXPANSION OF THE WATER TO ADDITIONAL
LANDS. SEE ALSO THE INFORMATION PROVIDED IN THE FILE FOR CLAIM
NO. 22-4142.
*CHANGE IN OWNERSHIP 8-28-97 GJT

15. Basis of Claim: DECREED

Case Number:

Court : SIXTH

Decree date: / /

REXBURG IRRIGATION CO. ET AL
Decree Plaintiff

TETON IRR. CANAL CO. ET AL
vs Decree Defendant



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 8, 1998

JOHN & REINA COLLINS
497 S 450 W
VICTOR ID 83455

RE: CHANGE IN OWNERSHIP FOR A22-12122, A22-12714B

Dear Mr. & Mrs. Collins:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner(s).

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure: Notice(s) of Claim

DE LOG 44-12-18-97
GT-12-15-97

RECEIVED

DEC 18 1997

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Eastern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) A22-12122?, A22-12714B ?
Adjudication Claim Number(s) _____

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 on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) RUSS & FLORA BOURNE
497 S 450 W Victor ID 83455

4. New Owner/Claimant(s) JOHN O. &/OR REINA G. COLLINS
Name connector (Check one): ☐ AND ☐ OR ☒ AND/OR
New Mailing Address 497 S. 450 WEST

City, State and ZIP Code VICTOR, ID 83455
New Telephone Number (208) 354-3560

5. Date you acquired the property 10-2-97

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) John O. Collins Date 12-2-97
Reina G. Collins Date 12-2-97

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 8, 1997

RUSSELL D & FLORA A BOURNE
497 S 450 W
VICTOR ID 83455

RE: CHANGE IN OWNERSHIP FOR A22-12714

Dear Mr. and Mrs. Bourne:

The request for Change in Ownership for a portion of the above referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A22-12714A, 0.92 cfs on 96 acres, Miller
A22-12714B, 0.08 cfs on 8 acres, Bourne

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure

cc: Miller/copy letter/copy Notice of Claim

DELOG 8/27/97 GT
- checked batch update ✓

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

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

RECEIVED

AUG 27 1997

Department of Water Resources
Eastern Region

1. Water Right Number(s) A-22-12774, A22-12122
Adjudication Claim Number(s) A22-12774^{OK}, A22-12122^{OK}
SPLIT A+B
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 on file with the county.)
- OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Rex H. Miller And Chester H. Miller

Box 532 Driggs Id. 83422

4. ^{self} New Owner/Claimant(s) Russell D. Bourne, Flora A. Bourne

Name connector (Check one): ☐ AND, ☐ OR, ☒ AND/ORNew Mailing Address 497 S 450 W Victor Id. 83455City, State and ZIP Code Victor Id. 83455New Telephone Number (208) 354-8903

5. Date you acquired the property July 1, 1989

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 actually irrigated 8.18 Number and type of stock 100 head EMUDiversion rate in CFS 1.000 Number of homes 1 Other uses Household & yard
cubic feet per second

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/Claimant(s) Russell D. Bourne Date 8/19/97

Flora A. Bourne Date 8/19/97

- (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

WARRANTY DEED

For Value Received

REX MILLER and RANAE MILLER, husband and wife

the grantors, do hereby grant, bargain, sell, and convey unto

RUSSELL D. BOURNE and FLORA A. BOURNE, husband and wife
P.O. Box 203, Victor, Idaho 83455

the grantees, the following described premises, to-wit:

Beginning at the South quarter corner of Section 19, Township 4 North Range 45 East, Boise Meridian, Teton County, Idaho; Running thence North 29 degrees 40'32" East, 1319.83 feet along the Section Line to the Southeast corner of the SW1/4SE1/4 of said Section to an iron pin point; thence North 0 degrees 02'05" East, 420.61 feet along the East line of the SW1/4SE1/4 of said section to a point; thence North 65 degrees 57'49" West, 23.04 feet, to a point; thence South 67 degrees 12'22" West 323.50 feet, to a point; thence South 84 degrees 52'42" West 288.17 feet, to a point; thence South 2 degrees 54'39" West, 68.00 feet, to a point; thence South 09 degrees 40'32" West, 710.73 feet, to the West line of the SW1/4SE1/4 of said section; thence South 0 degrees 06'24" East, 214.48 feet, to the point of beginning.

TOGETHER WITH all appurtenant water, oil, gas and mineral rights.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: July 1, 1989

Rex Miller
Rex Miller

Ranae Miller
Ranae Miller

STATE OF IDAHO, COUNTY OF Teton
On this 1st day of July, 1989,
before me, a Notary Public in and for said State,
personally appeared

Rex Miller and Ranae Miller, husband

and acknowledged to me that they executed the foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Notary Public

104485
FILED

AT THE REQUEST OF

First American

AT 15 MINUTES PAST 9 a.m.

DATE July 10, 1989

C. Wayne Schuess

CLERK OF RECORDER

RECEIVED
INDEXED
FILED

WARRANTY DEED

For Value Received

REX MILLER and RANAE MILLER, husband and wife

the grantors, do hereby grant, bargain, sell, and convey unto

RUSSELL D. BOURNE and FLORA A. BOURNE, husband and wife
P.O. Box 203, Victor, Idaho 83455

the grantees, the following described premises, to-wit:

Beginning at the South quarter corner of Section 19, Township 4 North Range 45 East, Boise Meridian, Teton County, Idaho; Running thence North 29 degrees 40'32" East, 1319.83 feet along the Section line to the Southeast corner of the SW1/4SE1/4 of said Section to an iron pin point; thence North 0 degrees 02'05" East, 420.61 feet along the East line of the SW1/4SE1/4 of said section to a point; thence North 65 degrees 57'49" West, 23.04 feet, to a point; thence South 67 degrees 12'22" West 323.50 feet, to a point; thence South 84 degrees 52'42" West 288.17 feet, to a point; thence South 2 degrees 54'39" West, 68.00 feet, to a point; thence South 89 degrees 40'32" West, 710.73 feet, to the West line of the SW1/4SE1/4 of said section; thence South 0 degrees 06'24" East, 214.48 feet, to the point of beginning.

TOGETHER WITH all appurtenant water, oil, gas and mineral rights.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision ordinances; Taxes and Assessments as proxated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever, And the said Grantors do hereby covenant to and with the said Grantees, that they the owners, in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: July 1, 1989

Rex Miller
Rex Miller

Ranae Miller
Ranae Miller

STATE OF IDAHO, COUNTY OF Teton
(On this 10th day of July, 1989,
before me, a notary public in and for said State,
personally appeared

Rex Miller and Ranae Miller, husband

and acknowledged to me that they executed the above
instrument, and acknowledged to me that they executed the same.

104485

FILED

AT THE REQUEST OF

First American

AT 15 MINUTES PAST 9 A.M.

DATE *July 10, 1989*

C. Elaine Schuess

CLERK OF RECORDER



RUSSELL D. BOURNE and FLORA A. BOURNE, husband and wife
whose address is P.O. Box 203, Victor, Idaho 83455

herein called GRANTOR,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, herein called TRUSTEE, and

REX MILLER and RANAE MILLER, husband and wife

herein called BENEFICIARY,

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

Beginning at the South quarter corner of Section 19, Township
4 North Range 45 East, Boise Meridian, Teton County, Idaho;
Running thence North 89 degrees 40'32" East, 1319.83 feet
along the Section Line to the Southeast corner of the
SW1/4SE1/4 of said Section to an iron pin point; thence North
0 degrees 02'05" East, 420.61 feet along the East line of the
SW1/4SE1/4 of said section to a point; thence North 65
degrees 57'49" West, 23.04 feet, to a point; thence South 67
degrees 12'22" West 323.50 feet, to a point; thence South 84
degrees 52'42" West 288.17 feet, to a point; thence South 2
degrees 54'39" West, 68.00 feet, to a point; thence South 89
degrees 40'32" West, 710.73 feet, to the West line of the
SW1/4SE1/4 of said section; thence South 0 degrees 06'24"
East, 214.40 feet, to the point of beginning.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given
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-SEVEN THOUSAND FOUR HUNDRED FIFTY & NO/100—Dollars, (\$ 27,450.00).
First payment due April 1, 2007

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 instru-
ments 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 Bene-
ficiary 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 repair; 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 requir-
ing any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit
any act which is 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 loss 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 Bene-
ficiary 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 this 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 pay-
ment 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 eight per cent per annum.

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 pur-
porting 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 grantor 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 Bene-
ficiary 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 moneys 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 indebtedness 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 eight per cent per annum; 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 feminine 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 hereinafter set forth.

Russell D. Bourne
Russell D. Bourne

Flora A. Bourne
Flora A. Bourne

STATE OF IDAHO, COUNTY OF Teton

On this 2nd day of July, 1989, before me, a Notary Public in and for said State, personally appeared

Russell D. Bourne & Flora A. Bourne,
husband and wife

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

Russell D. Bourne
Notary Public, Idaho.
Residing at 1500 N. 1st St., Boise, Idaho

104486

FILED

AT THE REQUEST OF

First American

15 9 a.

July 10, 1989

E. Wayne Schuess

Nora Hill



DEED OF TRUST
WITH POWER OF SALE

GRANTOR
FIRST AMERICAN
TITLE INSURANCE COMPANY

TRUSTEE

BENEFICIARY

, 19

Dated



FIRST AMERICAN TITLE INSURANCE COMPANY

REGISTRATION OFFICE
100 WEST 10TH, 10th FLOOR
BOISE, IDAHO 83720
TELEPHONE 254-1100

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

To FIRST AMERICAN TITLE INSURANCE COMPANY

Idaho,

, Trustee:

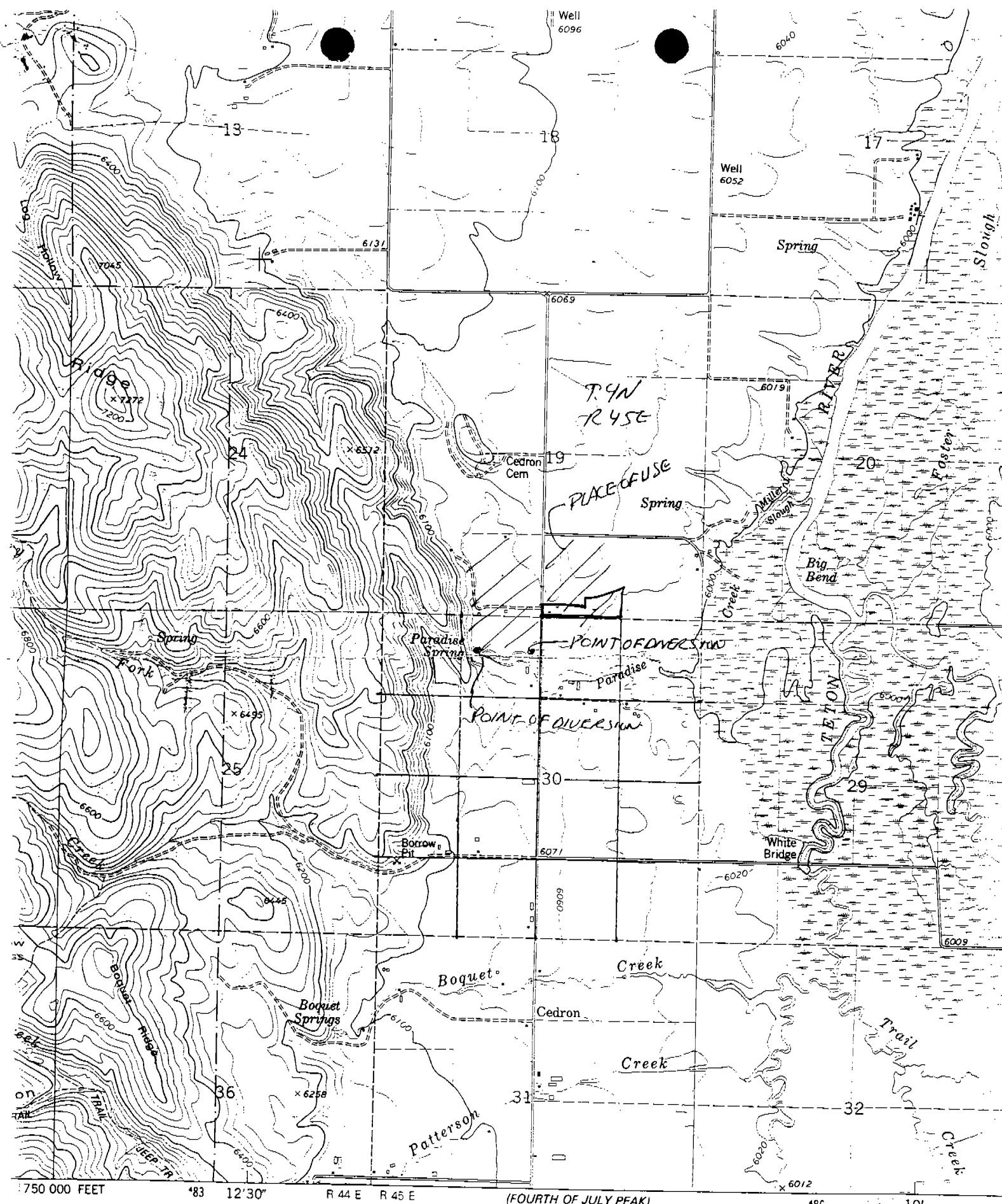
, 19

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.



Well 6096

Well 6052

T. 4N
R. 45E

PLACE OF USE

POINT OF DIVERSION

POINT OF DIVERSION

(FOURTH OF JULY PEAK)

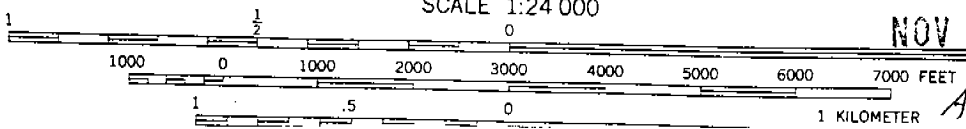
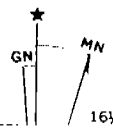
VICTOR 5 MI. 3771 II SW

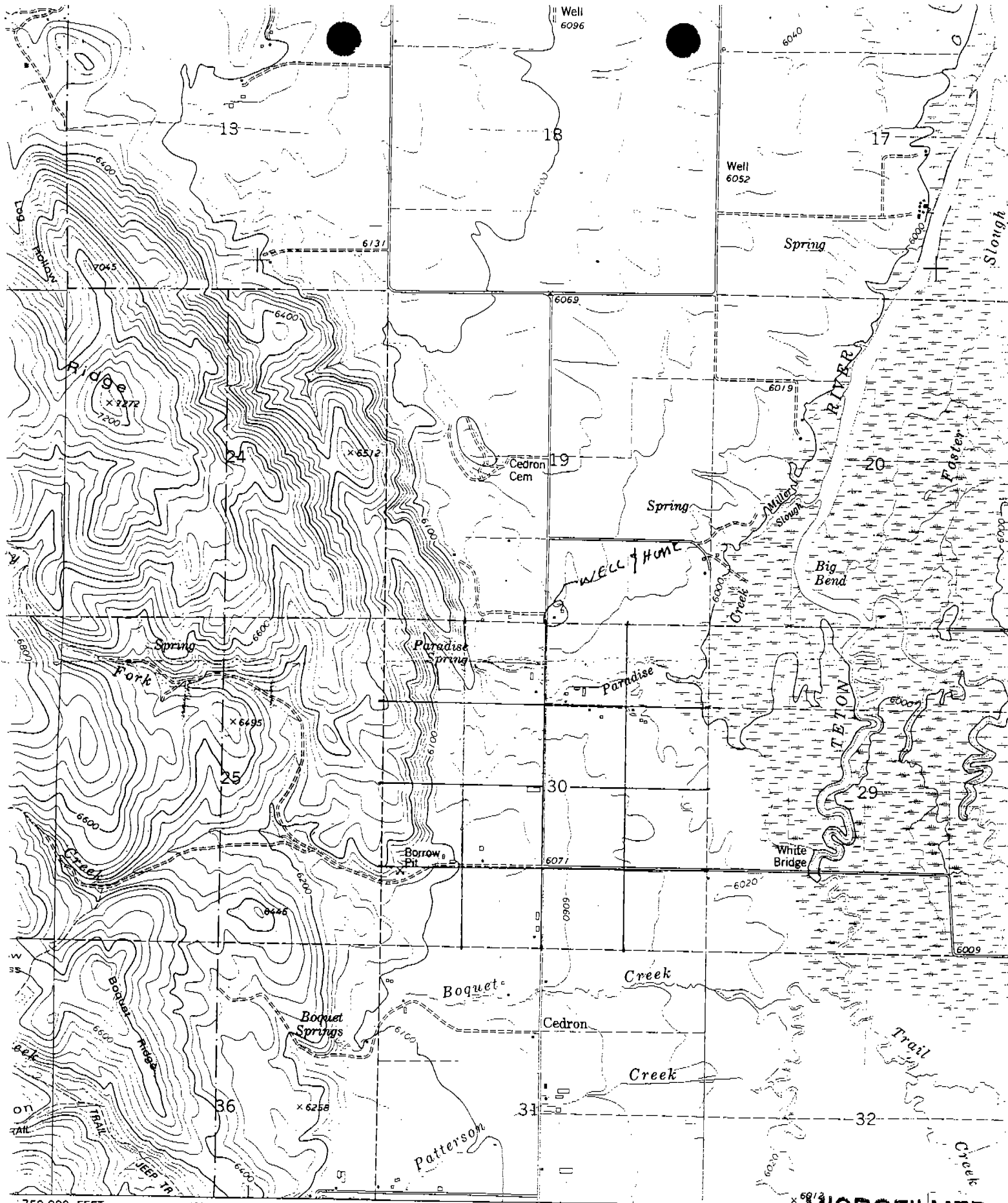
SCALE 1:24 000

NOV 07 1982

A22-00587

1 KILOMETER





POLAR COORDINATE X-COR Y-COR (CHAINS)		BEARING ANGLE DIRECTION	ANGLE			DIST (FT)	CUMULATIVE ACRES
			DEGREES	MINUTES	SECONDS		
40.00	0.00						
60.00	0.11	NE	89.00	40.00	32.00	1319.83	0.11
60.00	6.49	NE	0.00	2.00	5.00	420.61	12.86
59.68	6.63	NW	65.00	57.00	49.00	23.04	13.14
55.16	4.73	SW	67.00	12.00	22.00	323.50	9.83
50.81	4.34	SW	84.00	52.00	42.00	288.17	9.33
50.76	3.31	SW	2.00	54.00	39.00	68.00	8.22
39.99	3.25	SW	89.00	40.00	32.00	710.73	8.18
40.00	-0.00	SE	0.00	6.00	24.00	214.48	8.18