

**T07N R02W
S34**

Idaho Department of Water Resources

**Claims: 65-22454
Prepared by:
RON HOWERTON
Modified: 22 MAY 01**

 **Place of use**

 **POD**

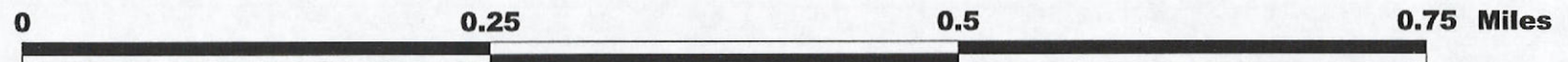
 **SECTION**

 **1/4 1/4**

1 Acres



1987 NAPP



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S34**

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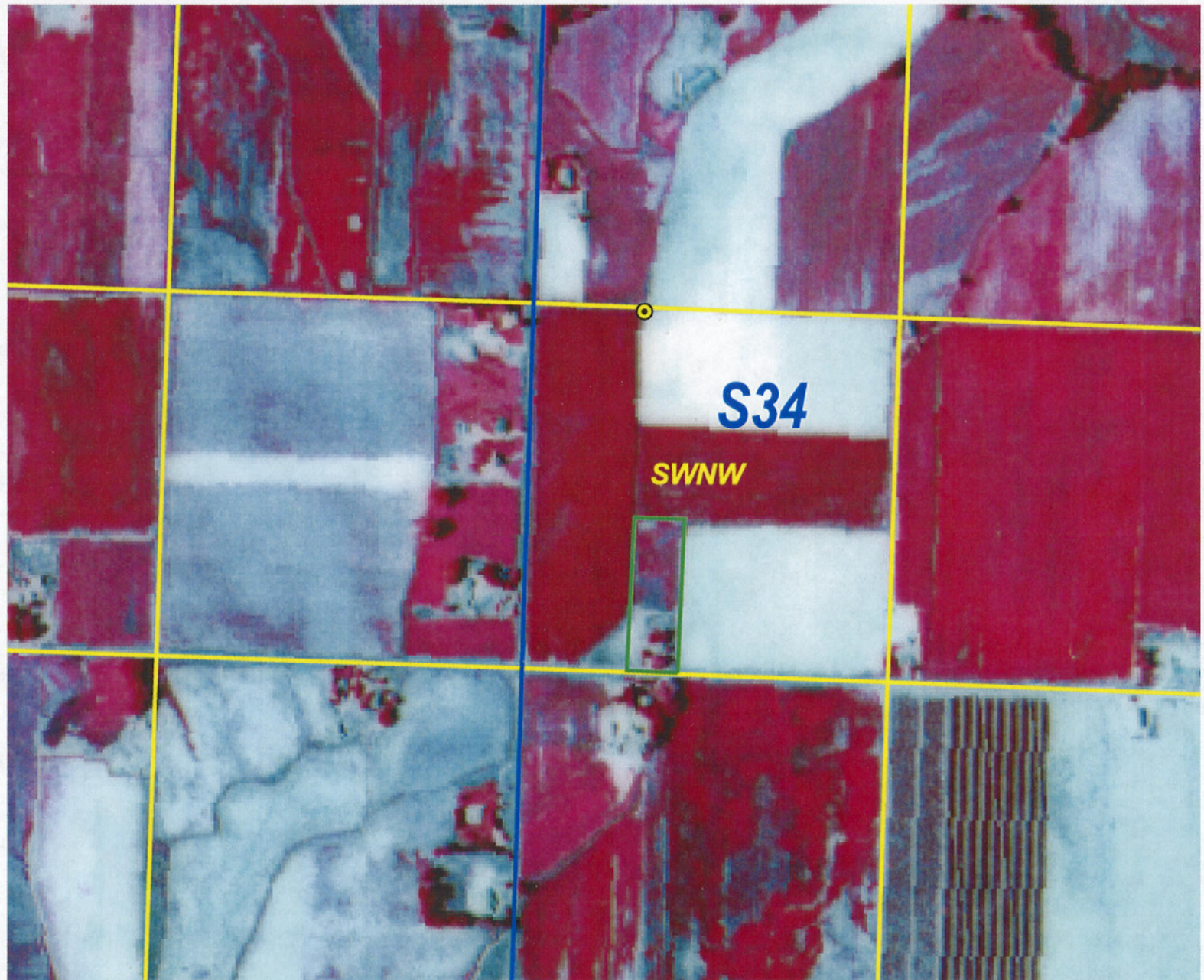
 **POD**

 **SECTION**

 **1/4 1/4**



1987 NAPP



0 0.25 0.5 0.75 Miles



SPLIT TREE

CLAIM: 65-05364A

AGENT: Ron Howerton

Date: 4-2-01

FACTOR = CFS 0.11/ ACRES 6 = 0.018333333

SPLIT _____ = FACTOR x N acres 5 = CFS 0.092

SPLIT _____ = FACTOR x N acres 1 = CFS 0.018

TOTALS 6.0 0.11

NAME: WOOD

RIGHT: 65-05364A

CFS: 0.11

ACRES: 6

TRACT(S): SENE (5) SWNW (1)

NAME: KING

SPLIT: 65-22455

CFS: 0.092

ACRES: 5.0

TRACT(S): SENE (5)

NAME: WOOD

SPLIT: 65-22454

CFS: 0.018

ACRES: 1.0

TRACT(S): SWNW (1)

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: A65-05364A
Date Received: 12/ 4/1989
Receipt No: X999999
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: JOYCE MARIE WOOD 208-365-2650
Address: 3848 W CENTRAL RD
EMMETT ID 83617

OR

Name: JOHN W WOOD 208-365-2650
Address: 3848 W CENTRAL RD
EMMETT ID 83617

2. Date of Priority: APR 1, 1906

3. Source: WASTEWATER Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07N	02W	34	SW	NW			GEM

5. Description of diverting works:
DITCH, GRAVITY FLOW, PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.110		

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

8. Total consumptive use is 21.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07N	02W	33	SE	NE		IRR	5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	5.0
		34	SW	NW	IRR	1.0
					Section Acres	1.0
					Total Acres	6.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:
EMMETT IRRIGATION

14. Remarks:
ADDRESS CHANGED BY DB 9/21/98.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

IDAHO STATE

Decree Plaintiff

A & C CORP., ET. AL.

vs Decree Defendant

T07N R02W
S34

Idaho Department of Water Resources

Claims: 65-22454

Prepared by:

RON HOWERTON

Modified: 22 MAY 01

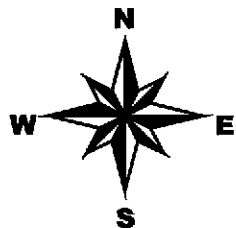
 Place of use

● POD

 SECTION

 1/4 1/4

1 Acres



1987 NAPP



0 0.25 0.5 0.75 Miles



**T07N R02W
S34**

Idaho Department of Water Resources

Claims: 65-22454

Prepared by:

RON HOWERTON

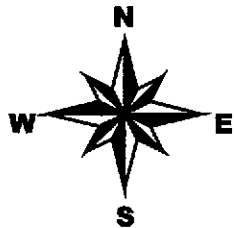
Modified: 22 MAY 01

 **Place of use**

 **POD**

 **SECTION**

 **1/4 1/4**



1987 NAPP



0 0.25 0.5 0.75 Miles





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

May 21, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

JOHN W WOOD
JOYCE MARIE WOOD
3848 W CENTRAL RD
EMMETT ID 83617

Re: Original Notice of Claim to a Water Right No. 65-05364A

Renumbered to Notice of Claim to a Water Right No. 65-22454

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by issuing a new water right number to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office. Also enclosed is a copy of the original claim for your reference.

If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Denise Buffington
Office Specialist I
Adjudication Section
Western Region Office

DB:db

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

May 4, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Dear Basin 65 water user:

This letter is to inform you that you may be eligible to file a stockwater claim with the Idaho Department of Water Resources (IDWR) in connection with the Snake River Basin Adjudication (SRBA). IDWR is sending this letter to water users in Basin 65 who might have relied upon the non-irrigation season stockwater provision in the Payette Adjudication. This provision states:

"When stockwater is not a specifically mentioned use for a right that includes irrigation, a reasonable flow is implied and included for the watering of livestock during the non-irrigation season."

In another basin, the Idaho Supreme Court struck down general provisions that contained similar language. The non-irrigation season stockwater language quoted above was not included in the General Provisions for Basin 65 because of the Idaho Supreme Court's ruling.

IDWR recognizes that in reliance on the non-irrigation season stockwater language in the Payette Adjudication, water users might not have filed stockwater claims in the SRBA to cover the non-irrigation season period. Individuals who historically watered livestock during the non-irrigation season without a separate stockwater claim might desire to file a new stockwater claim with IDWR.

To be eligible for a new non-irrigation season stockwater claim:

1. You must have actually and historically watered livestock during the non-irrigation season without a separate stockwater right.
2. You must have filed a surface water irrigation claim in both the Payette Adjudication and the SRBA.
3. You must not have filed a stockwater claim with the surface water irrigation claim.

If you meet these three requirements, you may file a Notice of Claim form for stockwater with IDWR. To have a timely filing you must file this claim with IDWR by May 25, 2001. IDWR will waive filing fees for these stockwater claims if filed before this deadline. Failure to file your claim in a timely manner may prevent you from claiming it in the future. Notice of Claim forms are available on IDWR's website at www.idwr.state.id.us/info/water/srba/forms.htm or from any IDWR office. Claimants can call IDWR, Western Region at (208) 334-2190 to make an appointment if they need assistance filling out a Notice of Claim form.

Sincerely,

David R. Tuthill, Jr., P.E.
Adjudication Bureau Chief

SEE ORIGINAL
CLAIM FILE
DOCUMENTS IN
CLAIM
NO. A65-05364A

05/21/2001

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

RIGHT NUMBER: 65-22454

NAME AND ADDRESS: JOHN W WOOD
JOYCE MARIE WOOD
3848 W CENTRAL RD
EMMETT, ID 83617

SOURCE: WASTEWATER TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.018 CFS

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT
IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS
PER ACRE.

PRIORITY DATE: 04/01/1906

POINT OF DIVERSION: T07N R02W S34 SWNW Within GEM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03-15 11-15	0.02 CFS

PLACE OF USE:

IRRIGATION Within GEM County
T07N R02W S34 SWNW 1

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM
EMMETT IRRIGATION DISTRICT.

THIS RIGHT IS THE RESULT OF A SPLIT DUE TO CHANGE IN
OWNERSHIP FOR A PORTION OF 65-05364A. DB 5/21/2001

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

RECEIVED**MAR 30 2001****WATER RESOURCES
WESTERN REGION**

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
	65-05364 A				

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

NA

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)

JOHN & JOYCE WOOD
 3848 W CENTRAL RD EMMETT ID 83617

4. New Owner/Claimant(s)

GERALD I. KING ILLA D. KING

Name Connector (Check one): ☐ and ☒ or, ☐ and/or

New Mailing Address

2627 MESA AVE

City, State and ZIP Code

EMMETT 83617

New Telephone Number

(208) 365-7455

5. Date you acquired the property

MAY 5, 1993

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) Charles F. King
(include title if applicable) _____

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 _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

03/09/2001

RECEIVED

MAR 30 2001

WATER RESOURCES
WESTERN REGION

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 13, 2001

Water right number: 65-5364A

JOYCE MARIE WOOD
3848 W CENTRAL RD
EMMETT ID 83617
Telephone Number: (208)365-2650

JOHN W WOOD
3848 W CENTRAL RD
EMMETT ID 83617
Telephone Number: (208)365-2650

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

*SPLIT- OWNERSHIP CHANGES
SEE ENCLOSED PAPERS*

3. Give a brief explanation as to why you disagree with these portions:

 I AGREE with this proposed recommendation: no changes need to be made.

DATE: 03-22-01 SIGNATURE: *Gerold F King*

Please print your name: _____

IDWR Regional Office, 2735 Airport Way, Boise, ID 83705, (208) 334-2190

THIS DEED OF TRUST, Made this 25th day of February, 1993, BETWEEN

GERALD I. KING and ILA DEANE KING, husband and wife, herein called GRANTOR, whose address is 2627 Mesa, Emmett, Idaho 83617, SECURITY TITLE COMPANY OF IDAHO, an Idaho corporation, herein called TRUSTEE, and

JOHN W. WOOD and JOYCE MARIE WOOD, 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 Gem State of Idaho,

described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

A tract of land situate in a portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, Township 7 North, Range 2 West, B.M., Gem County, Idaho, more particularly described as follows:

BEGINNING at the East quarter corner of Section 33; thence

South 89°41'20" West along the East-West midsection line, a distance of 410.64 feet; thence

North 00°17'17" East, a distance of 662.21 feet to a point on the North line of the S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence

North 89°27'31" East along said North line a distance of 309.85 feet to a point on the East line of the NE $\frac{1}{4}$; thence

South 00°27'56" East along the East line of the NE $\frac{1}{4}$, a distance of 656.01 feet to the REAL POINT OF BEGINNING.

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

NINETY THREE THOUSAND and 00/100 Dollars, (\$ 93,000.00).

final payment due on or before May 1, 1993

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 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 requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; 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 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 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 highest lawful rate permissible under Idaho law.

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 grantee 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 or by appointment 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, 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, to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed 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 truth 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 the 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 highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

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 hereinbefore set forth.

Gerald I. King
GERALD I. KING

Ila Deane King
ILA DEANE KING

STATE OF IDAHO

COUNTY OF GEM

On this 26th day of February 1993

before me, a Notary Public, personally appeared

Gerald I. King and Ila Deane King

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

Notary Public

Residing at Emmett, Idaho

My Commission expires 3-14-93

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for record at the request of

at _____ minutes past _____ o'clock M.,

this _____ day of _____

19____, in my office, and duly recorded in Book _____ of Mortgages at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees: \$.

Mail to:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

SECURITY TITLE COMPANY OF IDAHO

TRUSTEE

BENEFICIARY

Dated

, 19____

SECURITY TITLE COMPANY OF IDAHO

317 North 9th
P.O. Box 2528
Boise, Idaho 83701

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

Idaho.

.19

To SECURITY TITLE COMPANY OF IDAHO, Trustee:

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.

WOOD SPLIT

12/08/2000

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

RIGHT NUMBER:

~~65-5364A~~

SPLIT # 22454

NAME AND ADDRESS:

JOHN W WOOD
JOYCE MARIE WOOD
3848 W CENTRAL RD
EMMETT, ID 83617

OK

SOURCE:

WASTEWATER

TRIBUTARY: PAYETTE RIVER

QUANTITY:

~~0.11 CFS~~

.018

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE:

04/01/1906

POINT OF DIVERSION:

T07N R02W S34

SWNW

Within GEM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
3-15 11-15

QUANTITY
~~0.11 CFS~~

.018

PLACE OF USE:

IRRIGATION Within GEM County

~~T07N R02W S34~~

~~SENE~~

~~5~~

T07N R02W S34

SWNW

1

1 .018 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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM EMMETT IRRIGATION DISTRICT.

(factor)(1) = .018 = CFS (WOOD SPLIT)

SPLIT TREE

CLAIM: 65-05364A

AGENT: Ron Howerton

Date: 4-2-01

FACTOR = CFS 0.11/ ACRES 6 = 0.018333333

SPLIT _____ = FACTOR x N acres 5 = CFS 0.092

SPLIT _____ = FACTOR x N acres 1 = CFS 0.018

TOTALS 6.0 0.11

NAME: WOOD

RIGHT: 65-05364A

CFS: 0.11

ACRES: 6

TRACT(S): SENE (5) SWNW (1)

NAME: KING

SPLIT: 65-22455

CFS: 0.092

ACRES: 5.0

TRACT(S): SENE (5)

NAME: WOOD

SPLIT: 65-22454

CFS: 0.018

ACRES: 1.0

TRACT(S): SWNW (1)

12/08/2000

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

RIGHT NUMBER: 65-5364A

NAME AND ADDRESS: JOHN W WOOD
JOYCE MARIE WOOD
3848 W CENTRAL RD
EMMETT, ID 83617

SOURCE: WASTEWATER TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.11 CFS

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE: 04/01/1906

POINT OF DIVERSION: T07N R02W S34 SWNW Within GEM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3-15 11-15	0.11 CFS

PLACE OF USE:

<u>IRRIGATION Within GEM County</u>				
T07N R02W S33	SENE	5	T07N R02W S34	SWNW 1

6 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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM EMMETT
IRRIGATION DISTRICT.