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AFFIDAVIT

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)

_____ being first duly sworn.

John C. Smith, Jr.

USE AS EVIDENCE FOR H. Jones IDWTR

(signature)

Subscribed and sworn to before me this 17th day of SEPTEMBER 19 74.

Donald D. Carter
(notary public)

Residing at FIRTH, IDAHO

My commission expires 2/19/78

CONFIDENTIAL - SECURITY INFORMATION

October 15, 1974

RE: Claim to a Water Right No. 29-4042 and 29-4043

Mr. Fred J. Tripp
McCammon
Idaho 83250

Dear Mr. Tripp:

The Department of Water Resources has completed the processing of your claims to water rights and no further action is authorized under the Idaho Code 42-2106 and 42-2106b. Your claims will be maintained in the public file at any time for use by you or the court.

As you are aware, the filing of these claims with the Department guarantees you a water right. They only record and preserve evidence of the evidence which you included in your claims.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim files, you may have that information or evidence added at any time. Please refer to your claim numbers when corresponding with this office.

We are enclosing, for your records, copies of your claims. If you have any questions or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

RDC:MB
Enc: Copies of claims

XXXXXXXXXXXXXXXXXXXXX RESOURCES

September 20, 1974

Re: Claim to a Water Right No. 29-4041 Marsh Valley School Dist.
Claim to a Water Right No. 29-4042 Tripp
Claim to a Water Right No. 29-4043 "
Application for Permit No. 29-7223 Schoonover

Idaho State Journal
Box 431
Pocatello, ID 83201

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

RDC:MB

Enc: Legal Notices (4)

Bill submitted 10/1/74 by MB

NOTICE OF CLAIM TO A WATER RIGHT

NO. 29-4043

Notice is hereby given that Fred J. Tripp,

McCammon, Idaho

has filed a claim to a water right established by diversion and application
to beneficial use of 2.4 cubic feet per second ~~XXXXXXXXXXXXXX~~

of water from Portneuf River tributary to Snake River

with point of diversion in the NW¹NE⁴, Sec. 14, T. 8S, R. 36E, B.M.,

Bannock County

The water is claimed to be used from Apr. 1 to Nov. 1 for the irrigation
of 120 acres

with a priority of July 25, 1902

the place of use is within the E¹SW⁴, W¹SE⁴, Sec. 11, T. 8S, R. 36E, B.M.

Any exception to this claim of water right may be filed with the Idaho
Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON

Director

Published in the Idaho State Journal, Pocatello, Idaho

on September 26 and October 3, 1974.

MB-L
MB-X

December 10, 2001
1783 S. Old Hwy. 91
Inkom, ID 83245

Allen B. Ruberry
Adjudication Bureau
Idaho Department of Water Resources
900 North Skyline Dr. Suite A
Idaho Falls, ID 83402-1718

RECEIVED

DEC 11 2001

Department of Water Resources
Eastern Region

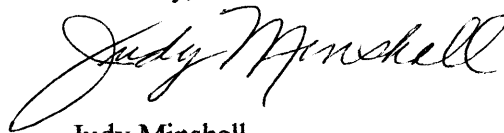
Dear Mr. Ruberry:

The enclosed documents are all I've been able to find so far to support our water right claim. As I mentioned to you in our phone conversation, our land parcel was included with a 160-acre parcel in all previous documents I've located. While some of these documents mention water rights, it appears they have to do with water taken from Rock Creek or a spring source. Fred J. Tripp's widow Joyce Orders says she remembers that she and Fred irrigated our parcel with sprinkler irrigation from the river years prior to 1974.

As you can see, the original "Claim to Water Right" submitted by Fred Tripp in September 1974 (Claim No. 29 4043) indicates there were "attached documents as support of claimed priority date" (i.e. July 25, 1902). Unfortunately, I haven't been able to locate a copy of these "attached documents." Does your Department still have Claim No. 29 4043 on file, and could I receive a copy of them? As far as I can see, the amended claim was submitted because the original form incorrectly identified the Section as 14 (question 5), instead of Section 11.

Please let me know whether or not you can located Claim No. 29 4043 in your Departmental files. My phone number is 775-4443. Thank you.

Sincerely,



Judy Minshall

2/1/02

All documents and cc of Original 243 claim
NOT PERMISSIBLE AS EVIDENCE - FILED IN 1974
AND DOES SHOW NBSW SEC 11 (AS CLAIMED)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Section 42-225a, Idaho Code

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

by the Court.

Notice is hereby given that Fred J. Tripp (name of claimant) PH: 254-3413

of McCammon, Idaho, claims a right to the diversion and beneficial use of

(mailing address)

the public water of the State of Idaho

The extent and nature of said claim is as follows:

- The extent and nature of said claim is as follows:
- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) Portneuf River
, tributary to, Snake River
- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
Amount 2.4 Use Irrig. Period of Use: From Apr. 1 To Nov. 1
Amount Use Period of Use: From To
Amount Use Period of Use: From To
(cfs. gross) (dom., irri.,
gross) stock, etc.)
 (both dates inclusive)
- (3) Total quantity of water claimed: 2.4 cubic feet per second, or _____ acre feet
per annum, and/or _____ gallons per minute.
- (4) Priority claimed: (the date water was first applied to beneficial use) July 25, 1902
A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.
 (if diverted from its source)

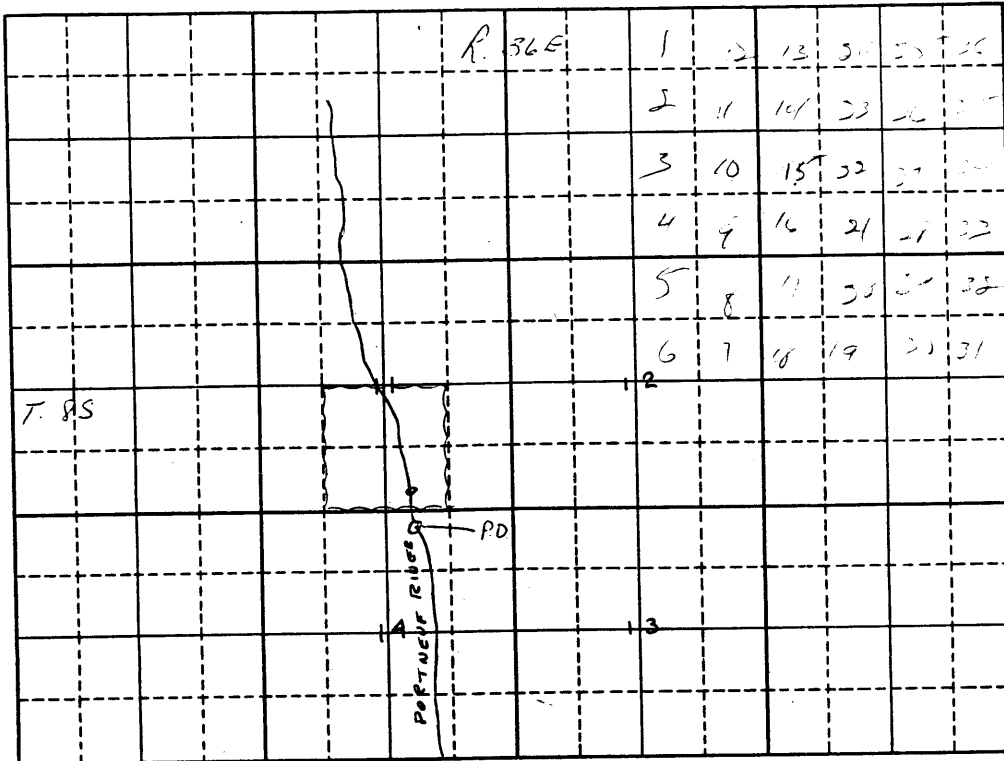
- a ground-water source.
- (5) A) Point of diversion: (give location of point where water is diverted from its source)
NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 14 Twp. 8S Rge. 36E B. M. County of Bannock
Additional points of diversion: _____
- B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field etc.) Give sizes and capacities; be as specific as possible. Water is now diverted by means of a D-4 cat engine and a Berkley 4GRG pump for sprinkler irrigation.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: _____
- _____
- _____
- (7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks See attached documents as support of claimed priority



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of BONNEVILLE)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Sworn to before me this 17 th day of SEPTEMBER, 1974.

Ronald D. Carter
Notary Public

Residing at FIETH, IDAHO

My commission expires 2/14/78

For Department Use Only

Received by <u>MB</u>	Date <u>9-17-74</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>MB</u>	Date <u>9/18/74</u>		claimant by:	
\$10.00 fee received by <u>MB</u>	Date <u>9-17-74</u>			
Approved for publication by <u>MB</u>	Date <u>10-9-74</u>			
Published in <u>Idaho State Journal, Postville</u>				
Dates <u>9/26 + 10/23/74</u>				

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Section 42-225a, Idaho Code

AMENDED **CLAIM TO A WATER RIGHT** AMENDED

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that Fred J. Tripp PH: 254-3413
(name of claimant)
of McCammon, Idaho, claims a right to the diversion and beneficial use of
(mailing address)
the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) Portneuf River
_____, tributary to, Snake River
- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
- | | | | | | | | |
|--------|---|-----|------------------------------|---------------------|----------------|----|------------------------|
| Amount | <u>2.4</u> | Use | <u>Irrigation</u> | Period of Use: From | <u>April 1</u> | To | <u>Nov. 1</u> |
| Amount | _____ | Use | _____ | Period of Use: From | _____ | To | _____ |
| Amount | _____ | Use | _____ | Period of Use: From | _____ | To | _____ |
| | (cfs, ~~gpm~~
~~acres ft~~) | | (dom., irri,
stock, etc.) | | | | (both dates inclusive) |
- (3) Total quantity of water claimed: 2.4 cubic feet per second, or _____ acre feet per annum, and/or _____ gallons per minute.
- (4) Priority claimed: (the date water was first applied to beneficial use) July 25, 1902

A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 11 Twp. 8S Rge. 36E B. M. County of Bannock
Additional points of diversion: _____

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. Water is now diverted by means of a D-4 cat engine and a Berkley 4GRG pump for sprinkler irrigation.

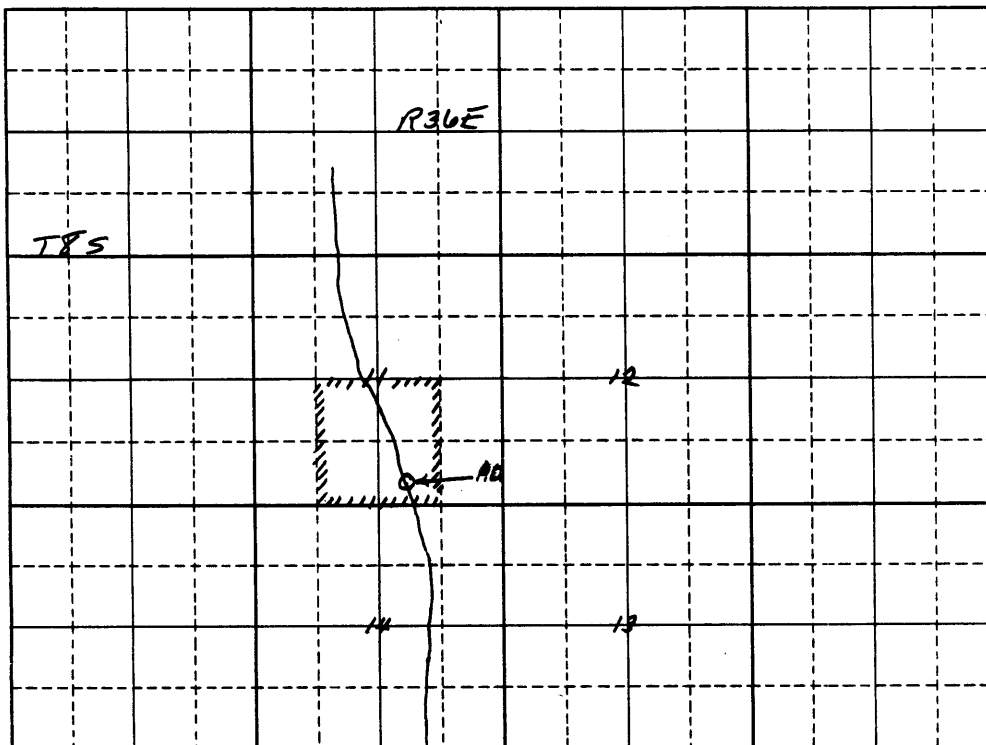
- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

Total No. of acres 120

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: _____
- _____
- _____
- (7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks See Original claim for supporting documents



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of Bannock)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Sworn to before me this 30th day of May, 1975.

Paul J. Lewis
(Claimant)

Notary Public

Residing at Beatale

My commission expires 4-21-79

For Department Use Only

Received by _____	Date _____	Exception filed by: _____	Forwarded to _____	Date _____
Prelim. check by _____	Date _____		claimant by: _____	
\$10.00 fee received by _____	Date _____			
Approved for publication by _____				
Published in _____				
Dates _____				

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Section 42-225a, Idaho Code

AMENDED

CLAIM TO A WATER RIGHT

AMENDED

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that Fred J. Tripp (name of claimant) PH: 254-3413
of McCammon, Idaho (mailing address), claims a right to the diversion and beneficial use of
the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) Portneuf River
_____, tributary to, SNAKE RIVER
- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Amount	<u>2.40</u>	Use	<u>Irrigation</u>	Period of Use:	From	<u>Apr. 1</u>	To	<u>Nov. 1</u>
Amount	<u> </u>	Use	<u> </u>	Period of Use:	From	<u> </u>	To	<u> </u>
Amount	<u> </u>	Use	<u> </u>	Period of Use:	From	<u> </u>	To	<u> </u>
	(cfs, gpm or a/f)		(dom., irri., stock, etc.)					(both dates inclusive)

- (3) Total quantity of water claimed: 2.40 cubic feet per second, or _____ acre feet per annum, and/or _____ gallons per minute.
- (4) Priority claimed: (the date water was first applied to beneficial use) July 25, 1902

A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
SW ¼ SE ¼, Sec. 11 Twp. 8S Rge. 36E B. M. County of Bannock
 Additional points of diversion: _____

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. Water is diverted by means of a D-4 cat engine and a Berkley 4 GRG pump for sprinkler irrigation.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

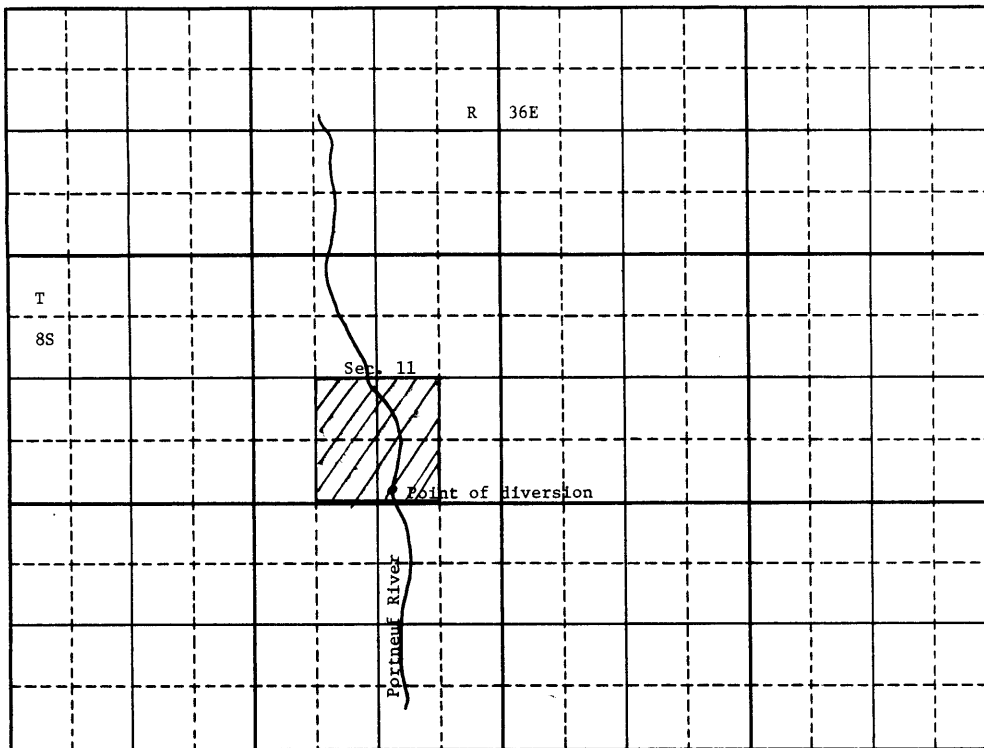
[illegible]

Total No. of acres 120

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: _____

- (7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of _____)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Sworn to before me this _____ day of _____, 19____. (Claimant)

Notary Public
Residing at _____

My commission expires _____

For Department Use Only

Received by _____	Date _____	Exception filed by: _____	Forwarded to _____	Date _____
Prelim. check by _____	Date _____		claimant by: _____	
\$10.00 fee received by _____	Date _____			
Approved for publication by _____				
Published in _____				
Dates _____				

STATE OF IDAHO

DEPARTMENT OF WATER ~~ADMINISTRATION~~ RESOURCES

EASTERN DISTRICT OFFICE



Cecil D. Andrus
Governor
R. Keith Higginson
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection
Geothermal Resources

September 24, 1974

Mr. Fred J. Tripp
McCammon
Idaho 83250

Dear Mr. Tripp:

Your two Claims to a Water Right have been given numbers and have been prepared for advertising. The number of your claim on Rock Creek is #29-4042. This right has been transferred by transfer #29-4042 leaving 15 acres in the $W\frac{1}{2}SE\frac{1}{4}$, Sec. 11, T. 8S, R. 36E, with the remainder of the right being transferred to the $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, Sec. 12, T. 8S, R. 36E, B.M. Your claimed right on the Portneuf River has been given identification number 29-4043. This is the right you have established on the land which you propose to sell.

If you have any questions that I have not answered, please feel free to contact me.

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

RDC:mb

DEED OF TRUST

POOR ORIGINAL

THIS DEED OF TRUST, Made this Eighth day of July, 1975,
BETWEEN G. WAYNE MINSHALL and JUDY M. MINSHALL, husband and wife
whose address is 1326 Iris, Pocatello, Idaho
The American Land Title Co., Inc., herein called TRUSTEE, and FRED J. TRIPP and JOYCE TRIPP,
husband and wife

herein called GRANTOR,
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 Bannock, State of Idaho, described as
follows, and containing not more than twenty acres:

Commencing at the West 1/16 corner on the Latitudinal Centerline
of Section 11, Township 8 South, Range 36 E.B.M., Bannock County,
Idaho, thence South along West 1/16 line 932 feet, thence North
89°11'20" East 155 feet to the True Point of Beginning; thence
at right angles North 348.5 feet, thence at right angles East
125 feet, thence at right angles South 348.5 feet; thence at
right angles West 125 feet to the True Point of Beginning.
Together with the Grantors Water rights on the above described
property which consist of 1" per acre as granted by the State of
Idaho. Together with the rights of use of the rights of the Grantors
Railroad Crossing Permit, said Permit being No. LD18719 & M#197.35.
Together with a permanent right to use of the existing road for
rights of ingress and egress to the above described property but
that the Grantor will not be responsible for maintenance or improve-
ment of said Road.

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
Sixteen thousand one hundred and eighty-one and 80/100 Dollars, (\$16,181.80),

final payment due May 1, 1985
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 per-
formed 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, fumi-
gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
cluding 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 deter-
mine, 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 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 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 pro-
vided 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 neither 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 in-
debtedness 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 ex-
ecute 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 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 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.

G. Wayne Minshall
G. Wayne Minshall
Judy M. Minshall
Judy M. Minshall

STATE OF IDAHO, COUNTY OF Bannock
On this July day of 1975,
before me, a Notary Public in and for said State, personally appeared

G. Wayne Minshall
and Judy M. Minshall

Known to me to be the person S whose name S are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Notary Public,
Residing at Pocatello, Idaho.
Commission Expires _____

DEED OF TRUST WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated _____, 19 _____

Furnished through the
courtesy of

American Land Title Co.

358 West Center
P. O. Box 1176
Pocatello, Idaho 83201
Telephone 232-6163

"SERVING BANNOCK, BINGHAM, POWER,
MADISON, AND FRANKLIN COUNTIES."

REQUEST FOR FULL RECONVEYANCE

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: _____

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 19, 2001

G Wayne Minshall
1783 S Old Hwy 91
Inkom ID 83245

RE: EVIDENCE OF PRIORITY FOR A29-04043C

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 29. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. **As the claimant, you are responsible for submitting the necessary evidence to support the priority date.**

The above referenced claim to a water right claims a July 25, 1902, priority date from Portneuf River. If this claim is based on a Posted Notice dating to 1902 there must be supporting evidence which clearly shows the claim was actually put to beneficial use in 1902. A Posted Notice only shows an intent to divert, it is not evidence of diversion.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date".

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

.....
The Department will not recommend the Notice of Claim be decreed by the court if evidence of a priority date is not submitted. The Notice of Claim will be disallowed.
.....

Please submit the documentation supporting the priority date within 30 days of the date of this letter, referencing all documents with the corresponding Claim number. If you have any questions not covered by this letter or the enclosed pamphlet, please feel free to contact this office.

Respectfully submitted,

Cheri Vandermeulen

for

Allen B. Ruberry
Sr. Water Resource Agent
Adjudication Bureau

cc: File

Enclosure: Brochure on "Evidence of Priority"
Notice(s) of Claim A29-04043C