

No Color
Documents
In File

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: A63-26425
Date Received: 2/26/1990
Receipt No: C014965
Received By: _____

*Rec'd from
So on 3-26-92*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT A SIMONS 208-585-6614
Address: 25683 CEMETERY RD
MIDDLETON ID 83644

OR
Name: BONNIE SIMONS 208-585-6614
Address: 25683 CEMETERY RD
MIDDLETON ID 83644

2. Date of Priority: JUN 1, 1920

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	03W	17	SW	NW	NE		CANYON

5. Description of diverting works:
WELL IN WELL HOUSE; 6" CASING; SUBMERSIBLE PUMP

6. Water is used for the following purposes:

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

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	03W	17	NW	NE		DOMEST	

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

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

CIVIL CASE NUMBER: 39576

Identification No. 463-26425
Date Received 2/26/90
Receipt Number 0014965

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day

RECEIVED
FEB 26 1990

Filing Fee \$25

Department of Water Resources

Please type or print clearly

- Name of Claimant (s) Robert A or Bonnie Simons Phone (208) 585-6614
Mailing Address 25683 Cemetery Rd Middleburg, Idaho Zip 83644
- Date of Priority (Only one per claim) 10/1/1920 Month/Day/Year
- Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source
- Location of point of diversion is: Township 3 N Range 3 W
Section 17, SW 1/4 of NW 1/4 of NE 1/4, Govt. Lot _____, BM.,
County of Canyon
Additional points of diversion if any: _____
- Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. well on well house - 6" casing Submersible pump
- Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)
For Domestic purposes from 1-1 Month/Day to 12-31 Month/Day amount .04 (cfs)
(Both dates are inclusive)
For _____ purposes from _____ to _____ amount _____
- Total quantity claimed .04 (cfs)
- Total consumptive use claimed is de minimus
- Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic, 1 home

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SEP 14 1992

Home

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

10. Place of use is: Township: 3N Range 3W
Section 17, NW 1/4 of N8 1/4, Govt. Lot _____, B.M.,
for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any Canyon BL

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

12. Do you own the property listed above as place of use? Yes ✓ No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

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

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree
Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Bonnie Simons Date 2/26/90

Date _____

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

of _____ Title _____
that I have signed the foregoing
document in the space below as _____ Organization
_____ Title _____ Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)
County of Ada) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 26th day of February 19 90

SEAL

Notary Public Carter Fritschle

Residing at Carter Fritschle, Notary Public

Residing at Boyle, Idaho

My Commission Expires March 21, 1994

Last Name Simons Ident No. 463-26425

Copies: White-State, Yellow-Claimant

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It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

1-3-91

CLAIMANT'S NAME SIMONS, Robert / Bonnie CLAIM IDENT. NO. AG3-26425DATE RECEIVED 2/26/90 RECEIPT # C014965 AMOUNT \$ 50.00 (20 claims)

	YES	NO	Required Info?
1. Is the name and address complete with zip code?	☒	☐	*
2. Is a priority date entered?	☒	☐	*
Is the priority date acceptable in view of mandatory filing dates? See Adjudication Memos #1 and #4 to determine if a Permit is required.	☒	☐	*
3. (a) Is a source entered?	☒	☐	*
(b) Is a tributary to entered? (if required) N/A ☒	☐	☐	
4. Is the legal description of the p.d. sufficient?	☒	☐	*
5. Is there a description of the diverting works?	☒	☐	
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.	☒	☐	*
Is the period of use included?	☒	☐	
Is a quantity claimed for each use?	☒	☐	*
7. Is a total quantity claimed entered?	☒	☐	
8. If required is a consumptive use entered? N/A ☒	☐	☐	
Is the consumptive use correct? N/A ☒	☐	☐	
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.	☒	☐	*
10. Is (are) the place(s) of use and purpose(s) indicated?	☒	☐	*
11. Is (are) the county(ies) entered?	☒	☐	
12. Is the ownership of p.u. checked?	☒	☐	
13. Are other water rights listed or "none" indicated? (See Item No.'s 16 & 17 for checking other water rights)	☒	☐	
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) N/A ☒	☐	☐	
15. Is the basis of the claim indicated?	☒	☐	
16. If the basis of claim is shown as license, permit, or decree is the existing water rt. no. listed? N/A ☒ (Compare claim with the existing water rt. and either attach a proof report or state in comments that the existing right was compared to the claim)	☐	☐	*
17. If the basis of claim is shown as beneficial use, or not marked, are there existing water rights shown in our records using the legal desc. or name on the claim? N/A ☒ (If yes, describe the right in "Comments" and attach a proof report) NOTE: If the claim is for dom/stock this check is not as necessary unless it is located within an area where dom/stock rights were decreed.	☐	☐	
18. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) N/A ☒	☐	☐	
19. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.	☒	☐	*
20. Has the claim been signed, sealed, and dated by a notary?	☒	☐	*
21. Was this claim filed on time, or was an extension granted?	☒	☐	*
22. Is the fee enclosed correct? Exempt ☒	☐	☐	*

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23. Should this claim be data entered?

YES
☒

NO
☐

Claim reviewed by: J. Schultz Date 3/23/92

Claim data entered by: J. Schultz Date 3/23/92

Claim is being returned to claimant: ☐ (Yes) ☒ (No)

Claimant is being notified of modifications: ☐ (Yes) ☒ (No)

Comments: _____

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 63-26425

NAME & ADDRESS: BENJAMIN S ROBERTS
LAUREN L ROBERTS
15822 RIVERSIDE RD
CALDWELL ID 83605

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 06/01/1920

POINT OF DIVERSION: T03N R03W S17 SWNWNE Within CANYON County

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

PLACE OF USE: DOMESTIC Within CANYON County
T03N R03W S17 NWNE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO., 8R03N03W170750

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

In Re SRBA)
Case No. 39576)
)
)
)

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS

Water Right 63-26425

IDWR has completed the following Administrative Proceeding:

<u>1</u>	Change of Address
<u>X</u>	Substitution of Party
<u>1</u>	I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 63-26425

From (Claimant/Seller):

Name of Claimant: BONNIE SIMONS
ROBERT A SIMONS
Address: 25683 CEMETERY RD
MIDDLETON ID 83644
Phone: (208) 585-6614

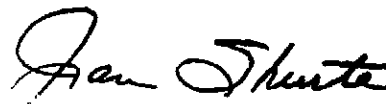
To (Claimant/Purchaser):

Name of Claimant: BENJAMIN S ROBERTS
LAUREN L ROBERTS
Address: 15822 RIVERSIDE RD
CALDWELL ID 83605
Phone: (208) 455-9682

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: April 16, 1999



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 16, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

BONNIE SIMONS
ROBERT A SIMONS
25683 CEMETERY RD
MIDDLETON ID 83644
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

BENJAMIN S ROBERTS
LAUREN L ROBERTS
15822 RIVERSIDE RD
CALDWELL ID 83605
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

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

RECEIVED

MAR 11 1999

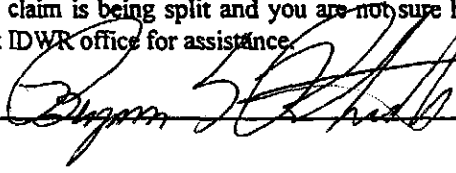
WATER RESOURCES
WESTERN REGION

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 or Adjudication Claim No(s): 63-26425
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant BONNIE SIMONS/Robert A. Simons
25683 Cemetery Rd., Middleton, ID, 83644
4. New Owner/Claimant(s) BENJAMIN S. ROBERTS and/or LAUREN L. ROBERTS
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 15822 Riverside Rd.
 City, State and ZIP Code Caldwell, ID, 83605
 New Telephone Number (208) 455-9682
5. Date you acquired the property 1-JUNE, 1998
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 1.0 Number and type of stock _____

Diversion rate in CFS 0.64 Number of homes 2 Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) 
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

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

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

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

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

FRI, DEC 18, 1998, 2:01 PM

MODE:F ACTION:L PRESS {01 RETURN} TO VIEW ANOTHER ACCOUNT TRQK101

REAL PROPERTY INQUIRY

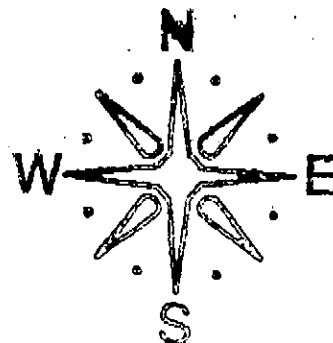
01 9R32911-000- -0 059-00	SCH139	12	20,000	1.00
		2A	7,500	.55
		34	59,100	
ROBERTS, LAUREN L				
& ROBERTS, VIRGINIA M-H/W				
& ROBERTS, SCOTT				
& ROBERTS, NACHELE-H/W				
15822 RIVERSIDE RD				
CALDWELL ID 83605				
17-3N-3W NE		TOTAL	86,600	1.55
TX 1-A-1 IN NWNE				
15822 RIVERSIDE RD, CA		SURVEY INST 9819792		
		DRAIN DR VALUE APPR KGE		
		CLASS 2 REAP 96 MAN 95 UNIT 1		
		PARCEL 9R03N03W170900 H/O N C/B N		
		PRIOR ACCOUNT 8R32911-000- -0		
		02 MH on Property NO		
		03 Traits Inquiry		

LOGON ID: COUNTERA.TAX

PORT ID: 221

GROUP: USRA

QUICK709E L4 TRQK101(98/01/30) QDESIGN709E HP2392 (c) COGNOS INCORPORATED.



This Map is attached hereto for the purpose of enclosing in locating the land and the Company assumes no liability for variations, if any.

27.

RIVERSIDE RD

C-1

Ag

125 5'

AC 10
0825
PT 1A

446'

0900
T1A-1

110

450

1000
T4

1375
T3

1350
T3A

ACB
11

27235'

BURRIS LAT

PROMISSORY NOTE

\$ 114,000.00

Caldwell, Idaho,

May 26, 1998

I/We promise to pay to the order of Robert A. Simons and Bonnie Simons, at Caldwell, Idaho, ONE HUNDRED FOURTEEN THOUSAND & NO/100 DOLLARS, payable in lawful money of the United States of America, with interest thereon in like money, from and after May 28, 1998 until paid, at the rate of EIGHT per cent per annum.

Principal and Interest to be paid as follows:

Payable in monthly installments of \$770.00 each, with the first such payment due on the 28th day of June, 1998, and continuing to be paid in a like sum on or before the 28th day of each subsequent month, until May 28, 2023, at which date the entire then remaining principal balance and all accrued interest shall be paid in full.

In addition to monthly payments, an additional principal payment of \$14,000.00 shall be due and payable on or before May 28, 2000, or sale of makers home in Greenleaf, whichever comes first.

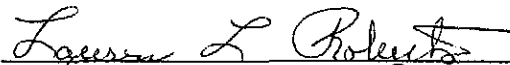
If the maker hereof sells, conveys, or alienates the property described in the Deed of Trust securing this Note or any part thereof or any interest therein, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the holder hereof and without demand or notice shall immediately become due and payable.

The maker shall have the right to prepay this Note in whole or in part without penalty.

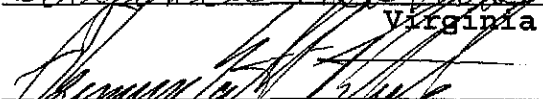
I/We agree that in case of default in the payment of any said installments, such unpaid installment shall bear interest from the date of such maturity until paid at the legal rate per annum, and that if any one of said installments or interest due hereon is not paid within fifteen (15) days after the same becomes due and payable, the whole of the principal sum then remaining unpaid, together with the interest that shall have accrued thereon, shall forthwith become due and payable at the election of the holder of this note, without notice. If action is commenced to enforce payment of this note, I/We agree to pay such sums as the court may affix as attorneys' fees. The makers and endorsers hereon jointly and severally waive presentment for payment, demand, protest and notice of protest of non-payment of this note.

No. PC25515

Due May 28th, 2023


Lauren L. Roberts


Virginia M. Roberts


Scott Roberts


Nachele Roberts

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

B
9819793
PC25515

DEED OF TRUST

THIS DEED OF TRUST, Made this 26th day of May, 1998 BETWEEN Lauren L. Roberts, Virginia M. Roberts, Scott Roberts and Nachel e Roberts herein called GRANTOR, whose address is

PIONEER TITLE COMPANY OF CANYON COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 423 SOUTH KIMBALL AVENUE, Caldwell, Idaho 83605, and Robert A. Simons and Bonnie Simons, husband and wife herein called BENEFICIARY, whose address is

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

See attached Exhibit "A", which by this reference is made a part hereof and is comprised of one (1) page.

If the Grantor hereof sells, conveys or alienates the property described herein or any part thereof or any interest therein, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the Beneficiary and without demand or notice shall immediately become due and payable.

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 ONE HUNDRED FOURTEEN THOUSAND & NO/100 Dollars, (\$ 114,000.00) final payment due May 28th, 2023 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 a 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 eight per cent per annum.

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

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

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

DATED: May 26, 1998

Lauren L. Roberts
Lauren L. Roberts

Virginia M. Roberts
Virginia M. Roberts

Scott Roberts
Scott Roberts

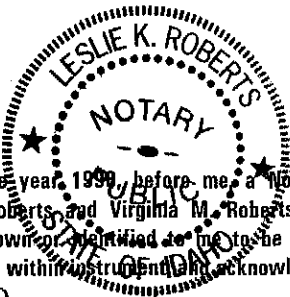
Nachele Roberts
Nachele Roberts

STATE OF IDAHO

COUNTY OF CANYON

On this 27 day of May in the year 1998, before me, a Notary Public, personally appeared Lauren L. Roberts, Virginia M. Roberts and Scott Roberts and Nachele Roberts known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Leslie K. Roberts
Notary Public
Residing at *Naupaka*
My commission expires 7-14-98



PC 25515

Exhibit "A"

BEGINNING at a point 329 feet North of the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 17, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and run thence

East on a line parallel with the South boundary line of said Northwest Quarter of the Northeast Quarter a distance of 450 feet, more or less, to a point in the West boundary line of the right of way of the Burris Canal; thence

Northerly along said right of way line a distance of 151 feet, more or less, to a point which is 479 feet North of the South boundary line of the said Northwest Quarter of the Northeast Quarter of Section 17; thence

West on a line parallel with said South boundary line a distance of 446 feet, more or less, to a point in the West boundary line of said Northwest Quarter of the Northeast Quarter of Section 17; thence

South along said West line a distance of 150 feet to the POINT OF BEGINNING.

RLR.
Vnd.

9819793

RECORDED

'98 MAY 29 AM 11 35

NED J KERR

CANYON CNTY RECORDER

BY *L.M. Hanner*

PIONEER -- CALDWELL

REQUEST

TYPE *Hyd* *FT* *9.00*

STATE OF IDAHO
District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707



MAY 22 2001

Department of Water Resources

for



63-264235

RECEIVED

MAY 25 2001

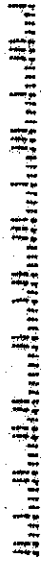
WATER RESOURCES
WESTERN REGION

BENJAMIN S ROBERTS
LAUREN ROBERTS
15822 RIVERSIDE RD
CALDWELL, ID 83605

GROUNDWATER

SOURCE:

83303-2707



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

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 63-26425

2001 MAY 16 AM 10:30
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: BENJAMIN S ROBERTS
LAUREN ROBERTS
15822 RIVERSIDE RD
CALDWELL, ID 83605

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 06/01/1920

POINT OF DIVERSION: T03N R03W S17 SWNWNE Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic Within Canyon County
T03N R03W S17 NWNE

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

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

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

AJ5809NP
No. 63-26425

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/14/99
PAGE: 2

Comments: Date: 04/13/1999 User-ID: LHARRIS Subject: NAME CHANGE - OWNERSHIP CHANGE
THE DATA IN THE NAME FIELD WAS CHANGED TO SHOW THIS RIGHT HAS AN
OWNERSHIP CHANGE.

Audit: 08/26/98 JGIVENS 10/27/98 CPDSHAFF 11/05/98 ADT-DSHA 04/13/99 LHARRIS



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

April 16, 1999

Re: Water Right No. 63-26425

BENJAMIN S ROBERTS
LAUREN L ROBERTS
15822 RIVERSIDE RD
CALDWELL ID 83605

Dear Mr. & Mrs. Roberts:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water right, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Lori Harris', is written over the typed name.

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:1
Enclosures

cc: Robert & Bonnie Simons

AJ5856NP

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

DATE: AUG-21-1997
PAGE: A-398

RIGHT NUMBER: 63-26425

NAME & ADDRESS:

BONNIE SIMONS /
ROBERT A SIMONS /
25683 CEMETERY RD /
MIDDLETON ID 83644 /

NEAP

Sancton Fruit Farms Inc
16729 Lake Shore Dr
EA 83605

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 06/01/1920

POINT OF DIVERSION: T03N R03W S17

SWNWNE

Within CANYON County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

DOMESTIC DOMESTIC, 1 HOME

PERIOD OF USE

01-01 12-31

QUANTITY

0.04 CFS

PLACE OF USE:

DOMESTIC

T03N R03W S17

Within CANYON County

NWNE

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Record No. 2703N03W170750

1. Home 2 m 147

P. 3-1-12
12

Verified by SC Date: 4/13/98

Verification Source: Computer



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

June 24, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

SAXTON FRUIT FARMS INC
16729 LAKE SORE DR
CALDWELL ID 83605

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A63-26424 & A63-26425

Dear Claimant:

We have been advised you may be the current owner of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by July 10, 1998.

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

Yours truly,

Judy Givens
SRBA Clerical Specialist

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No. A63-26424 & A63-26425 water right filing