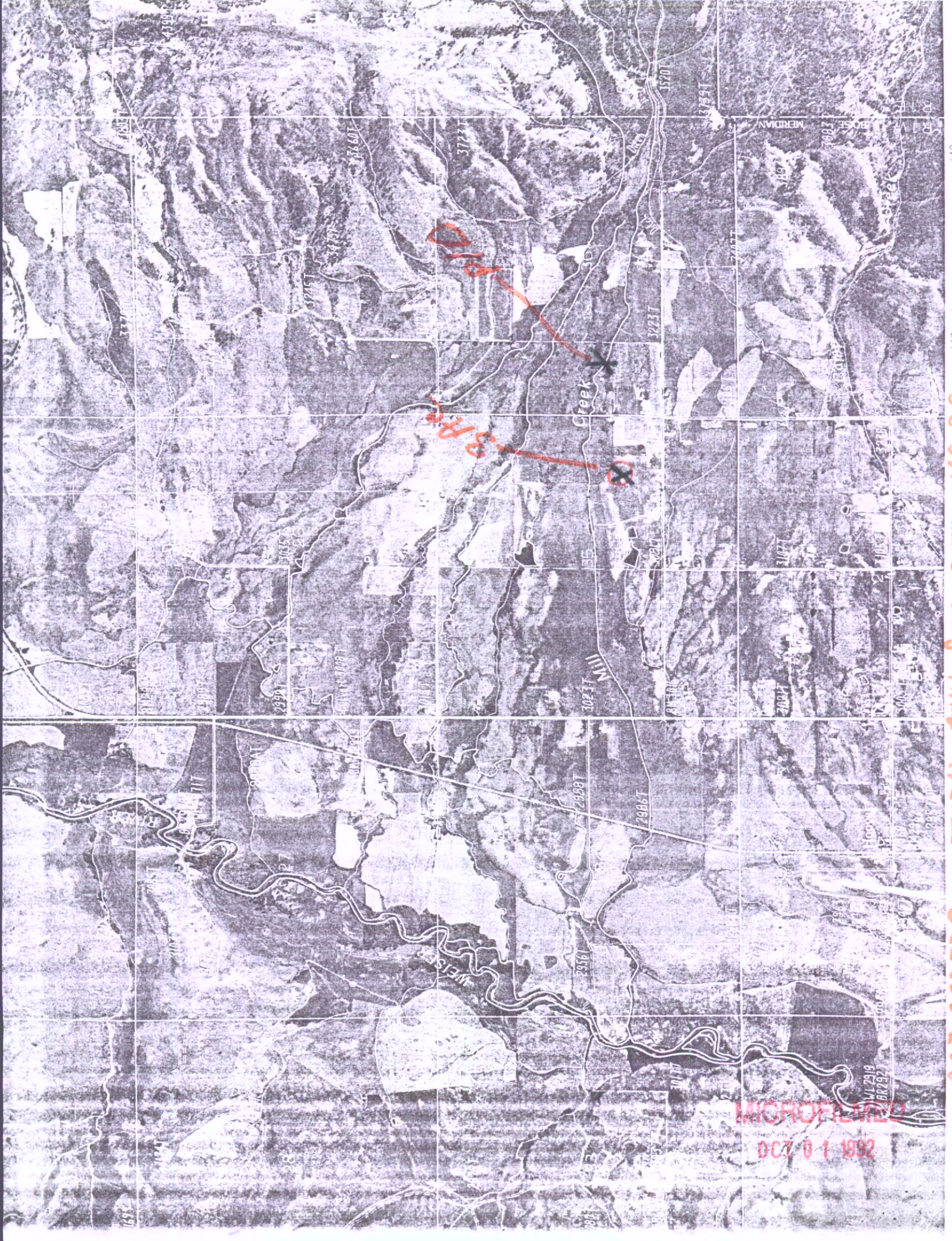




MICROFILMED
OCT 01 1992

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: A67-00353D
Date Received: 12/12/1989
Receipt No: W007095
Received By: lt

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM J. WOODINGTON 208-253-4362
Address: HC 62, BOX 1330
COUNCIL, ID 83612

OR

Name: DEBORAH L. WOODINGTON 208-253-4362
Address: HC 62, BOX 1330
COUNCIL, ID 83612

2. Date of Priority: MAY 01, 1882

3. Source: MILL CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
17N	01W	36	NW	SW			ADAMS

5. Description of diverting works:
CONC. HEADGATE, DITCH, UNDERGRND PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.040		

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

8. Total consumptive use is 10.5 Acre Feet Per Annum.

9. Non-irrigation uses:

A67-00353D

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Date: 12/12/89

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
17N	01W	35	NE SE		IRR	3.0
Section Acres						3.0
Total Acres						3.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM IS SPLIT INTO A & ETC
A=0.14CFS DONALD HARVEY
B=0.41CFS STOVNER & KRUSE
C=0.16 JAMES H. CAMP

CHANGE IN LOCATION OF THE DIVERSION. THE DIVERSION HAS BEEN IN
THIS SPOT FOR 30 YEARS OR MORE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

JOHN T. MUIR

Decree Plaintiff

vs

WILLIAM ALLISON

Decree Defendant

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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: 3

For Individuals:

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

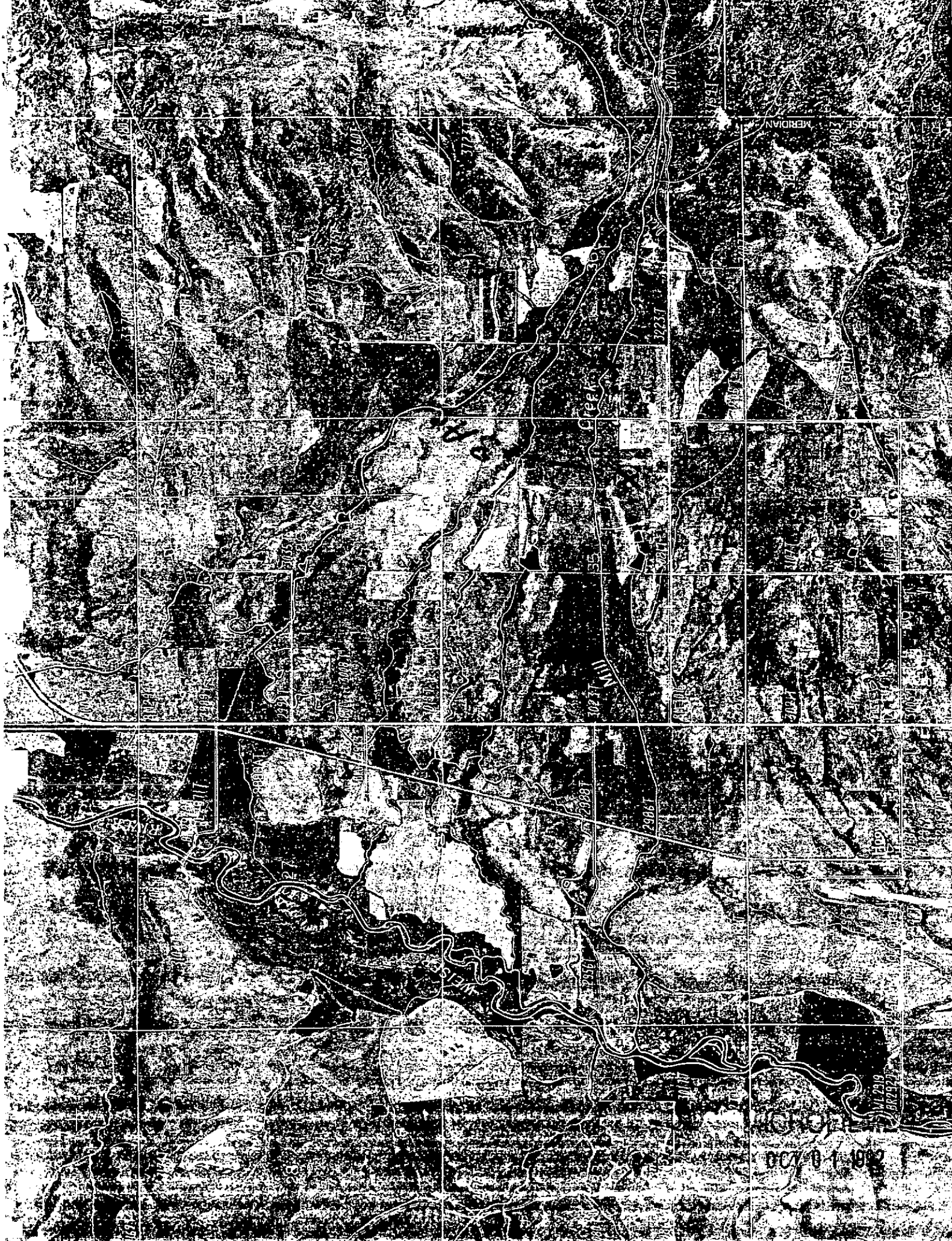
Signature of Claimant(s): William J. Wooding Date: 12-12-89
_____ Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 12 day
of Dec 19 89 Linda A. Werner
Notary Public

Seal

Residing at Linda A. Werner
Residing at Boise, Idaho
My Commission Expires December 8, 1994



NOV 01 1982

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THIS DEED OF TRUST, Made this 10th day of September, 1985,
 BETWEEN WILLIAM J. WOODINGTON and DEBORAH L. WOODINGTON, husband and wife
 herein called GRANTOR,
 whose address is P.O. Box 279, Council, Idaho 83612

TITLE AND TRUST COMPANY, an Idaho corporation, herein called TRUSTEE, and
 GLADYS E. SCHAEFER, a widow, 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 Adams
 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:

in Township 17 North, Range 1 West, Boise Meridian:
 Section 35: Beginning at the SE corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence West 782.19
 feet to the point and place of beginning; thence North 891 feet, thence
 West 372.81 feet, thence South 891 feet, thence East 372.81 feet, to the
 point nad place of beginning.
 TOGETHER with two (2) shares of the Mill Creek Water, along with all
 water, water rights, ditch, ditch rights and appurtenances thereto belong-
 ing.

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 THIRTY THREE THOUSAND THREE HUNDRED EIGHTY SEVEN, (\$33,387.00),
 AND NO/100 DOLLARS

final payment due DECEMBER 10, 2002

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

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore
 promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay
 when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requir-
 ing any alterations or improvements to be made thereon; not to commit or permit waste 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 Bene-
 ficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in
 any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances,
 charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees
 and expenses of this Trust. In addition to the payments due in accordance with the terms of 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 pay-
 ment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof,
 with interest from date of expenditure at 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 pur-
 porting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any
 encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such
 powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable
 fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof
 is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner
 and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require
 prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and
 presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of
 the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or
 plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien
 or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed
 and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty,
 the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts
 shall be conclusive proof of the truthfulness thereof. The 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 to be appointed by a court, and without regard to the adequacy of any security
 for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for
 or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses
 of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Bene-
 ficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and
 the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done
 pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all
 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 de-
 scribed 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.

File No. and Original Owner	File Date	Present Owner	Land Description	Amount of Water	Actual Charge 1987	Proposed Charge 1988	No.
67-361 Schaff/Watt	5-1-91	C. Gould	17N01W340001	25"	2.50	1/1/88	16
67-353 Schaff/Galey	5-1-82	D. Harvey	17N01W350100	14.85 7"	7.50	7/1/88	4.5
67-353 Schaff/Galey	5-1-82	W. Woodington	17N01W357500	0.04 2"	7.50	7/1/88	7.5
67-356	5-1-85	Council Valley Orchards					
67-		Gene Vogt	003600010030	5.14"	.50	1/1/88	3.5
67-		M. Edwards	003600006001A	5.14"	.50	1/1/88	3.5
67-		T. Hill	003600007003A	5.14"	7.50	7/1/88	7.5
67-Lappin/Felney 362	5-1-86	E. Armacost	17N01W254900	51"	7.50	1/1/88	35.
67-359 Poyner	5-1-89	G. Balderson	17N01W361200	21.5"	2.20	1/1/88	14.
67-363 Huston/Spahr	5-1-89	L. Harvey	17N01W363000	11.5"	1.10	7/1/88	7.5
67-360 G.T. Ellis	5-1-93	Henderson Ranches	16N01W040001	27.5"	2.80	1/1/88	17.
67-366 C.W. Holmes	5-1-09	Clinton Yates	16N01W035100	8.5"	.80	1/1/88	5.5
67-Lindsey		L. Shelton	17N01W359100	2"	7.50	1/1/88	7.5
67-353 Schaff/Galey	5-1-82	J. Camp	17N01W357500	0.16 8"	7.50	1/1/88	7.5

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