

July 6, 2010

Denise Kidman
900 North Skyline Drive Suite A
Idaho Fall, Idaho 83402-1718

RE: Notice of claim to Water Right #29-13658 (Irrigation Well)

Dear Denise,

Please accept our apology for the delay in responding to your request. There was a misunderstanding as we thought our attorney was responding to you. Enclosed are the power bills for the past five years. The wells are hooked to the same water meter so there is no distinction.

We have been in litigation since 2003 concerning the wells and since last summer for the freshet water from our creek on the property so we have not utilized the amount of water from the irrigation well. Frankly we did not want to do anything wrong until we had permission from the Water Department.

To further explain the history of our property before the irrigation well was drilled, the property was irrigated by a well located behind the gray Quonset building located on Klain Christensen's property. We have witnesses that can verify this claim. With the history of Mr. Christensen trying to file water rights on our property (using a fraudulent warrant deed) and that of others in our area we would greatly appreciate not having to claim water rights to that well and just use the well on our property. Mr. Christensen cancelled his claim in June 2010. I greatly hope you can help us in this matter.

Sincerely,



Dennis & Yvonne Toney

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JUL 14 2010

Department of Water Resources
Eastern Region



P.O. Box 25308
Salt Lake City, Utah 84125-0308
1-888-221-7070
fax 1-877-809-3193
rockymountainpower.net

Dennis Toney
Dennis Toney
5 Year History
208-282-4617

July 7, 2010

Account # 01462789 001 6

Dear Dennis Toney:

Thank you for contacting us regarding your account; as you requested, we've enclosed a billing analysis of your account agreement. As part of our commitment to provide excellent customer service, one of our goals is to make sure that you receive accurate and timely bills.

We're here to answer your questions.

If you have additional questions, please login at our Web site, www.rockymountainpower.net and select 'Contact Us'. Or please call us any time at our toll-free number, 1-888-221-7070. Any of our customer service representatives will be happy to assist you.

It's a pleasure to serve you.

Sincerely,

Rocky Mountain Power Customer Service

Para más información, llame al 1-888-225-2611 para hablar con un representante en español.

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Account Agreement Billing Analysis*

Agreement #: 01462789-001-001
Site Address: 13001 S Robin Road, Robin, Idaho

Date	Billing Transaction	Transaction Amount	End Balance
07/02/2010	Regular Billing	\$150.75	\$150.75
06/16/2010	Regular Payment	\$-239.38	\$0.00
06/03/2010	Regular Billing	\$239.38	\$239.38
05/13/2010	Regular Payment	\$-224.19	\$0.00
05/03/2010	Regular Billing	\$224.19	\$224.19
04/17/2010	Regular Payment	\$-203.76	\$0.00
04/03/2010	Regular Billing	\$203.76	\$203.76
03/13/2010	Regular Payment	\$-290.13	\$0.00
03/04/2010	Regular Billing	\$290.13	\$290.13
02/22/2010	Regular Payment	\$-263.45	\$0.00
02/03/2010	Regular Billing	\$263.45	\$263.45
01/27/2010	Regular Payment	\$-419.57	\$0.00
01/05/2010	Regular Billing	\$419.57	\$419.57
12/19/2009	Regular Payment	\$-208.60	\$0.00
12/03/2009	Regular Billing	\$208.60	\$208.60
11/12/2009	Regular Payment	\$-197.36	\$0.00
10/31/2009	Regular Billing	\$197.36	\$197.36
10/15/2009	Regular Payment	\$-171.77	\$0.00
10/01/2009	Regular Billing	\$171.77	\$171.77
09/23/2009	Regular Payment	\$-233.53	\$0.00
09/02/2009	Regular Billing	\$233.53	\$233.53
08/12/2009	Regular Payment	\$-362.18	\$0.00
08/03/2009	Regular Billing	\$1.58	\$362.18
08/03/2009	Regular Billing	\$202.97	\$360.60
07/02/2009	Regular Billing	\$157.63	\$157.63
06/17/2009	Regular Payment	\$-175.61	\$0.00
06/02/2009	Regular Payment	\$-5.00	\$175.61
06/02/2009	Regular Billing	\$180.61	\$180.61
06/01/2009	Regular Payment	\$-163.87	\$0.00
05/04/2009	Regular Payment	\$-149.68	\$163.87
05/01/2009	Regular Billing	\$1.50	\$313.55
05/01/2009	Regular Billing	\$162.37	\$312.05
04/02/2009	Regular Billing	\$149.68	\$149.68
03/19/2009	Regular Payment	\$-204.66	\$0.00
03/04/2009	Regular Billing	\$204.66	\$204.66
02/16/2009	Regular Payment	\$-270.95	\$0.00
02/03/2009	Regular Billing	\$270.95	\$270.95
01/22/2009	Regular Payment	\$-303.94	\$0.00
01/06/2009	Regular Billing	\$303.94	\$303.94
12/18/2008	Regular Payment	\$-216.43	\$0.00

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Eastern Region

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Date	Billing Transaction	Transaction Amount	End Balance
12/03/2008	Regular Billing	\$216.43	\$216.43
11/08/2008	Regular Payment	\$-208.18	\$0.00
10/30/2008	Regular Billing	\$208.18	\$208.18
10/16/2008	Regular Payment	\$-188.89	\$0.00
10/01/2008	Regular Billing	\$188.89	\$188.89
09/18/2008	Regular Payment	\$-214.53	\$0.00
09/02/2008	Regular Billing	\$214.53	\$214.53
08/21/2008	Regular Payment	\$-309.19	\$0.00
08/06/2008	Regular Billing	\$309.19	\$309.19
07/16/2008	Regular Payment	\$-251.14	\$0.00
07/02/2008	Regular Billing	\$0.22	\$251.14
07/02/2008	Regular Billing	\$229.02	\$250.92
06/13/2008	Regular Payment	\$-250.00	\$21.90
06/02/2008	Regular Billing	\$0.41	\$271.90
06/02/2008	Regular Billing	\$230.49	\$271.49
05/15/2008	Regular Payment	\$-210.06	\$41.00
05/01/2008	Regular Billing	\$0.60	\$251.06
05/01/2008	Regular Billing	\$190.46	\$250.46
04/17/2008	Regular Payment	\$-294.60	\$60.00
04/02/2008	Regular Billing	\$0.79	\$354.60
04/02/2008	Regular Billing	\$274.81	\$353.81
03/17/2008	Regular Payment	\$-286.00	\$79.00
03/04/2008	Regular Billing	\$0.98	\$365.00
03/04/2008	Regular Billing	\$266.02	\$364.02
02/21/2008	Regular Payment	\$-420.57	\$98.00
02/05/2008	Regular Billing	\$1.17	\$518.57
02/05/2008	Regular Billing	\$400.40	\$517.40
01/22/2008	Regular Payment	\$-427.78	\$117.00
01/04/2008	Regular Billing	\$1.36	\$544.78
01/04/2008	Regular Billing	\$407.42	\$543.42
12/14/2007	Regular Payment	\$-334.95	\$136.00
12/04/2007	Regular Billing	\$1.55	\$470.95
12/04/2007	Regular Billing	\$314.34	\$469.40
11/17/2007	Regular Payment	\$-325.00	\$155.06
10/31/2007	Regular Billing	\$1.74	\$480.06
10/31/2007	Regular Billing	\$304.32	\$478.32
10/17/2007	Regular Payment	\$-188.36	\$174.00
10/02/2007	Regular Billing	\$1.93	\$362.36
10/02/2007	Regular Billing	\$167.43	\$360.43
09/17/2007	Regular Payment	\$-364.54	\$193.00
08/31/2007	Regular Billing	\$2.12	\$557.54
08/31/2007	Regular Billing	\$343.42	\$555.42
08/09/2007	Regular Payment	\$-20.00	\$212.00
08/02/2007	Regular Billing	\$232.00	\$232.00
07/12/2007	Regular Payment	\$-244.01	\$0.00
07/02/2007	Regular Billing	\$244.01	\$244.01
06/20/2007	Regular Payment	\$-223.65	\$0.00

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Salt Lake City, Utah 84125-0308
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rockymountainpower.net

Date	Billing Transaction	Transaction Amount	End Balance
06/01/2007	Regular Billing	\$223.65	\$223.65
05/16/2007	Regular Payment	\$-177.57	\$0.00
05/02/2007	Regular Billing	\$177.57	\$177.57
04/16/2007	Regular Payment	\$-195.95	\$0.00
04/03/2007	Regular Billing	\$195.95	\$195.95
03/14/2007	Regular Payment	\$-237.84	\$0.00
03/05/2007	Regular Billing	\$237.84	\$237.84
02/14/2007	Regular Payment	\$-579.16	\$0.00
02/02/2007	Regular Billing	\$3.11	\$579.16
02/02/2007	Regular Billing	\$245.08	\$576.05
01/31/2007	Regular Billing	\$20.00	\$330.97
01/31/2007	Regular Payment	\$310.97	\$310.97
01/18/2007	Regular Payment	\$-310.97	\$0.00
01/04/2007	Regular Payment	\$-0.20	\$310.97
01/04/2007	Regular Billing	\$311.17	\$311.17
12/15/2006	Regular Payment	\$-235.64	\$0.00
12/04/2006	Regular Billing	\$235.64	\$235.64
11/13/2006	Regular Payment	\$-402.04	\$0.00
10/31/2006	Regular Payment	\$-9.62	\$402.04
10/31/2006	Regular Billing	\$411.66	\$411.66
10/13/2006	Regular Payment	\$-120.38	\$0.00
10/02/2006	Regular Billing	\$120.38	\$120.38
09/14/2006	Regular Payment	\$-198.72	\$0.00
08/31/2006	Regular Billing	\$198.72	\$198.72
08/11/2006	Regular Payment	\$-234.20	\$0.00
08/02/2006	Regular Billing	\$234.20	\$234.20
07/13/2006	Regular Payment	\$-186.31	\$0.00
06/30/2006	Regular Billing	\$186.31	\$186.31
06/12/2006	Regular Payment	\$-217.31	\$0.00
06/01/2006	Regular Billing	\$217.31	\$217.31
05/15/2006	Regular Payment	\$-182.77	\$0.00
05/02/2006	Regular Billing	\$182.77	\$182.77
04/14/2006	Regular Payment	\$-252.96	\$0.00
04/03/2006	Regular Billing	\$252.96	\$252.96
03/13/2006	Regular Payment	\$-274.12	\$0.00
03/03/2006	Regular Billing	\$274.12	\$274.12
02/13/2006	Regular Payment	\$-223.48	\$0.00
02/02/2006	Regular Billing	\$223.48	\$223.48
01/17/2006	Regular Payment	\$-244.38	\$0.00
01/04/2006	Regular Billing	\$244.38	\$244.38
12/16/2005	Regular Payment	\$-184.40	\$0.00
12/02/2005	Regular Billing	\$184.40	\$184.40
11/12/2005	Regular Payment	\$-187.46	\$0.00
10/31/2005	Regular Billing	\$187.46	\$187.46
10/13/2005	Regular Payment	\$-157.35	\$0.00
09/30/2005	Regular Billing	\$157.35	\$157.35
09/12/2005	Regular Payment	\$-185.21	\$0.00

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Eastern Region

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Date	Billing Transaction	Transaction Amount	End Balance
08/31/2005	Regular Billing	\$185.21	\$185.21
08/15/2005	Regular Payment	\$-228.48	\$0.00
08/02/2005	Regular Billing	\$228.48	\$228.48
07/14/2005	Regular Payment	\$-191.81	\$0.00
06/30/2005	Regular Billing	\$191.81	\$191.81
06/11/2005	Regular Payment	\$-198.75	\$0.00
06/01/2005	Regular Billing	\$198.75	\$198.75
05/20/2005	Regular Payment	\$-193.66	\$0.00
05/02/2005	Regular Billing	\$193.66	\$193.66
04/14/2005	Regular Payment	\$-217.45	\$0.00

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Date	Billing Transaction	Transaction Amount	End Balance
04/01/2005	Regular Billing	\$217.45	\$217.45
03/14/2005	Regular Payment	\$-258.18	\$0.00
03/03/2005	Regular Billing	\$258.18	\$258.18
02/11/2005	Regular Payment	\$-201.88	\$0.00
02/02/2005	Regular Billing	\$201.88	\$201.88
01/14/2005	Regular Payment	\$-344.03	\$0.00
01/04/2005	Regular Billing	\$344.03	\$344.03

*Information provided for the requested time period is valid as of the date this letter was created.
Adjustments or other account activity may result in different information at a later date.

Comments:

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Supporting Affidavit of Yvonne Toney

State of Idaho)

:SS

County of Bannock)

Yvonne Toney, bring first duly sworn under oath deposes and states as follows:

1. My husband Dennis Toney, and I are the residents of the State of Idaho and we reside at 13001 S. Robin Road, Arimo, Idaho. This Affidavit is made in support of the Notice of Claim to a water right which we had filed in Twin Falls Civil Case No. 39576, in Re: The General Adjudication of Rights to the Use of water from the Snake River Basin Water System.
2. On January 31, 2003, we acquired the residential home located on 11 acres along the Garden Creek with the address of 13001 S. Robin Rd, Arimo, Idaho. Since that time we have lived on the property as our personal residence. Since that time we had utilized the domestic well and the irrigation well. Both wells are located just east of the home. During the course of that the year 2003 the water available from the wells had diminished, the irrigation well going completely dry and the domestic well water diminished.
3. Debbie Swensen our neighbor had stated the home was built by Calvert Christensen, her uncle, in 1975. Calvert Christensen drilled both wells between 1975 and 1978. Her uncle provided domestic water to his own home and used the irrigation well for the 11 acres of property located in Section 4 10S 36E. In 1986 Calvert lost the home in foreclosure to Idaho Bank and Trust. They, however, foreclosed only on the property the house was sitting on. Andy Abrams bought the home & property from Idaho Bank and Trust in 1986. He continued to utilize both wells for their intended purposes. On August 10, 2003 she supported her statement with the notarized statement attached to the Application for Permit. Later her father Klain Christensen became angry with her for making the statement and came to our residence requesting to buy the property Dennis and I own. I have since gone to the courthouse and researched Debby's claims. Calvert Christensen did in fact buy the property in 1975. Between 1975 and 1977 he built the house and drilled the wells on the property. The house and five acres were foreclosed on in 1986 by Idaho Bank and Trust.
4. In 2003 I did not attach Debbie's statement and instead had asked Derald Armstrong to provide a statement.

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2009 2 8

Idaho Department of Water Resources
Twin Falls Region

5. I have since learned from several neighbors that the bank did not drill the wells on the property as I had previously stated. The opposite was actually true. Calvert's brother Klain Christensen originally supplied water to his brother Calvert Christensen until his well ran dry. Calvert then drilled the two wells. One as a domestic well and the other was used to irrigate the 11 acres with the property located at 13001 S. Robin Road. Both wells were are still are located at the east of the residence. They also used the irrigation well to cool potatoes. I asked Calvin Monson who has lived up the road from us since the Calvert Christensen owned the property. He stated the wells were really drilled before the 1980's. Attached to the Application for Permit is the notarized statement from Harvey (Calvin) Monson.
6. Klain and Calvert Christensen both farmed numerous acres in the 1970,s and early 1980's. Both men accrued debts amassing over two million four hundred thousand dollars over this time period. Both men filed bankruptcy around 1986. The house and five acres was foreclosed on before the bankruptcy. I can supply copies of said loans if need be.
7. Andy Abrams bought the property from the bank and utilized both wells for their intended purposes. Andy Abrams died in 2000 and his home and 11 acres was sold at auction. Jess and Laura Jones purchased the property for one year and subsequently sold it to Dennis and Yvonne Toney in 2003. We bought the property with understanding we had water rights to both wells and to Garden Creek. It was not until the wells water was diminished that we found out in 2003 that neither well was registered with the state.

Yvonne D. Toney

Harvey (Calvin) Monson

13539 South Robin Rd

Arimo, Idaho 83214

(208) 221-6024

I Harvey (Calvin) Monson, along with my family, have lived and farmed in the Robin Community for over 34 years. In 1975 Calvert Christensen purchased the property the Toney's currently own. He built a house and drilled two wells on the property prior to 1980. One well was used for domestic purposes and the other well was used for irrigation. Over the years both wells have been used for their respective purposes. There has been controversy as to who put in the wells because they were never registered with the water department. I know the wells were put in before the bank repossessed the house and property in the 1980's.

Calvin H Monson

12-16-09

Harvey (Calvin) Monson 2216024

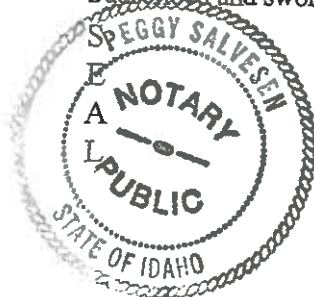
Date

State of Idaho (Idaho)

S.S.

County of Bannock

Subscribed and sworn to (or affirmed) before me this 16 day of Dec. 20 09.



Peggy Salvesen
Notary Public

My Commission Expires on 8-8-13

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DEC 28 2009

Department of Water Resources
Eastern Region

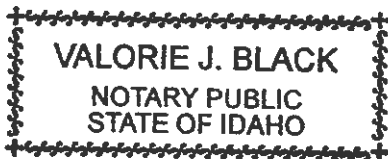
I, Debbie Swensen, make the following statements of my own personal knowledge and belief.

1. That I was raised in Arimo, Idaho and have lived here most of my life.
2. That my address is 12705 S. Robin Road, Arimo, ID 83214.
3. That Dennis and Yvonne Toney have purchased property nearby.
4. That the property they purchased has two (2) wells. One of the wells is used for domestic purposes and the other well has been used, over the course of time, for irrigation.
5. It is my belief that both of these wells were drilled in about 1978.

Dated this 10 day of August, 2003.

Debbie Swensen
DEBBIE SWENSEN

SUBSCRIBED AND SWORN to before me this 10th day of August, 2003.



Valorie J. Black
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello
Commission Expires 5/8/04

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DEC 28 2009

Department of Water Resources
Eastern Region

Nolan + Bernice Armstrong

V. Camp V

3 1/4 5-1

3 1/4 5-1

1 1/2 3-1

NS T-57

T-66

T-59

Fertilizer

T-53

T-46

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T-34

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38

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Department of Agriculture
Eastern Region

domestic Immigration 1989 - 1990

Platt R

JO LYNN ANDERSON
BANNOCK COUNTY ASSESSOR
PO BOX 4969
POCAHELLO ID 83205-4969

2009 BANNOCK COUNTY ASSESSMENT NOTICE

Appraisal of your property value must be filed in
writing on a form provided by the County By: JUNE 17, 2009

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE Last Year	Current
12 RURAL RES TRACTS	5.210	15,975	15,975

SUBTOTAL
LESS HOMEOWNER EXEMPTION
NET TAXABLE PROPERTY VALUE

5.210

15,975

15,975

PARCEL DESCRIPTION

84-T108-R36E

TR SEASE4 TAX 37 5.21 AC

COUNTY	208-236-7211	AUG 21, 2009
COUNTY RDEBRG	208-236-7211	AUG 21, 2009
SCHOOL NO. 21	208-254-3306	JUNE 9, 2009
ARIMO CEM	208-254-3681	JUNE 18, 2009
BAN FREE LIB	208-897-5270	AUG 24, 2009
AMBULANCE	208-236-7211	AUG 21, 2009

Tax Code: 007300
Parcel Address: R4265083001
Parcel Number: R4265083001
Appraiser Phone Number: 208-236-7059

**THIS IS NOT A
BILL
DO NOT PAY**

Mail To:

TONNEY, DENNIS
& YVONNE D TONNEY E/W
13001 S ROBIN RD
ARIMO ID 83214

Taxing Dist. Phone No. Date of Public
Budget Hearing

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DEC 28 2009

Department of Water Resources
Eastern Region

8321481537 H074

JO LYNN ANDERSON
BANNOCK COUNTY ASSESSOR
PO BOX 4969
POCAHELLO ID 83205-4969

2009 BANNOCK COUNTY ASSESSMENT NOTICE

Appraiser of your property value must be filed in writing on a form provided by the County By: **JUNE 17, 2009**

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE Last Year	Current
12 RURAL RES TRACTS	.260	1,100	1,100

SUBTOTAL
LESS HOMEOWNER EXEMPTION
NET TAXABLE PROPERTY VALUE

.260 1,100 1,100
1,100 1,100

PARCEL DESCRIPTION

S4-T10S-R36E
TR SEAS4E TAX 61 0.26 AC

Tax Code: 007300
Parcel Address: R4265004201
Parcel Number: R4265004201
Appraiser Phone Number: 208-236-7059

Taxing Dist. Phone No. Date of Public Budget Hearing

COUNTY 208-236-7211 AUG 21, 2009
COUNTY RDEBRG 208-236-7211 AUG 21, 2009
SCHOOL NO. 21 208-254-3306 JUNE 9, 2009
ARIMO CEM 208-254-3681 JUNE 18, 2009
BAN FREE LIB 208-897-5270 AUG 24, 2009
AMBULANCE 208-236-7211 AUG 21, 2009

**THIS IS NOT A
BILL
DO NOT PAY**

Mail To:

TONEX, DENNIS
c YVONNE TONEX R/W
13001 S BOBIN RD
ARIMO ID 83214

8321431537 H074

RECEIVED

DEC 28 2009

Department of Water Resources
Eastern Region

JO LYNN ANDERSON
BANNOCK COUNTY ASSESSOR
PO BOX 4969
POCATELLO ID 83205-4969

2009 BANNOCK COUNTY ASSESSMENT NOTICE

Appraisers of your property value must be filed in
writing on a form provided by the County by: **JUNE 17, 2009**

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE Last Year	Current
12 RURAL RES TRACTS	4.530	17,619	17,619
34 IMP ON CRT 12		153,204	153,204

SUBTOTAL
LESS HOMEOWNER EXEMPTION
NET TAXABLE PROPERTY VALUE

4.530 170,823 170,823
85,412 85,412
85,411 85,411

PARCEL DESCRIPTION

84-T108-R36E
TR SE4SE4 TAX 1 4.53 AC

Tax Code: 007300
Parcel Address: 13001 S ROBIN
Parcel Number: R4265003002
Appraiser Phone Number: 208-236-7059

Taxing Dist. Phone No. Date of Public
Budget Hearing

COUNTY 208-236-7211 AUG 21, 2009
COUNTY RDABRG 208-236-7211 AUG 21, 2009
SCHOOL NO. 21 208-254-3306 JUNE 9, 2009
ARIMO CEM 208-254-3681 JUNE 18, 2009
BAN FREE LIB 208-897-5270 AUG 24, 2009
AMBULANCE 208-236-7211 AUG 21, 2009
ARIMO FIRE DISTRICT 208-254-3662 AUG 13, 2009

**THIS IS NOT A
BILL
DO NOT PAY**

Mail To:

TONREY, DENNIS
& YVONNE D TONREY H/W
13001 S ROBIN RD
ARIMO ID 83214

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DEC 28 2009

Department of Water Resources
Eastern Region

8321431537 H074

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DEC 28 2009
Department of Water Resources
Eastern Region

2009 BANNOCK COUNTY ASSESSMENT NOTICE

JO LYNN ANDERSON
BANNOCK COUNTY ASSESSOR
PO BOX 4969
POCAHELLO ID 83205-4969

Appeals of your property value must be filed in
writing on a form provided by the County By:
JUNE 17, 2009

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE Last Year	Current
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12 RURAL RES TRACTS	1.140	3,399	3,399
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SUBTOTAL
LESS HOMEOWNER EXEMPTION
NET TAXABLE PROPERTY VALUE

1.140	3,399	3,399
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PARCEL DESCRIPTION

S4-T10-T36E
TR SE4SE4 TAX 51 1.0 AC
TR SE4SE4 TAX 50 0.14 AC

Tax Code: 007300

Parcel Address:

Parcel Number: R4265003503

Appraiser Phone Number: 208-236-7059

Taxing Dist.	Phone No.	Date of Public Budget Hearing
--------------	-----------	----------------------------------

COUNTY	208-236-7211	AUG 21, 2009
COUNTY RD&BRG	208-236-7211	AUG 21, 2009
SCHOOL NO. 21	208-254-3306	JUNE 9, 2009
ARIMO CEM	208-254-3681	JUNE 18, 2009
BAN FREE LIB	208-897-5270	AUG 24, 2009
AMBULANCE	208-236-7211	AUG 21, 2009

**THIS IS NOT A
BILL
DO NOT PAY**

Mail To:

TONEY, DENNIS
& YVONNE D TONEY H/W
13001 S ROBIN RD
ARIMO ID 83214-1537

2091281537 H074



Where is the quitclaim Deeding
Both TX 37 + TX 1 to Klain +
Elaine Christensen

FEB 26, 1979

1-271640.

376

QUITCLAIM DEED

619256

For Value Received

CLIFFORD L. CRUMP and CARROL CRUMP, husband and wife

do hereby convey, release, remise and forever quit claim unto

CALVERT CHRISTENSEN and JOSIE CHRISTENSEN,
husband and wife

whose current address is

Star Route, Reno, Idaho 83214

the following described premises, to-wit:

PARCEL 2:

COMMENCING AT A POINT 39 1/2 RODS WEST OF A POINT TWO RODS SOUTH OF THE
SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 36 EAST BOISE MERIDIAN,
IN BANNOCK COUNTY, IDAHO, THENCE RUNNING NORTH 35 1/2 RODS, THENCE WEST 25 RODS;
THENCE SOUTH 35 1/2 RODS; THENCE EAST 25 RODS, TO PLACE OF BEGINNING.

ALSO:

COMMENCING AT A POINT 2 RODS SOUTH OF A POINT 2 RODS WEST OF THE SOUTHEAST
CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 36 E.B.M., THENCE RUNNING
NORTH 21-1/3 RODS; THENCE WEST 37 1/2 RODS; THENCE SOUTH 21-1/3 RODS; THENCE
EAST 37 1/2 RODS TO THE PLACE OF BEGINNING, SUBJECT, HOWEVER, TO THE EXISTING
RIGHT-OF-WAY OR EASEMENTS FOR THE PRICE J. ARMSTRONG AND TED CHEDZEY WATER
DITCHES TAKEN OUT OF GARDEN CREEK THAT CROSSES THE LAND ABOVE DESCRIBED...

together with their appurtenances.

Dated:

Clifford L. Crump
Clifford L. Crump

Carrol Crump
Carrol Crump

STATE OF Idaho, COUNTY OF Lake
On this 20th day of Feb., 19 79
before me, a notary public in and for said State, personally
appeared

Clifford L. Crump and
Carrol Crump husband and wife

NOTARY SEAL

known to me to be the person s who s name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

T. B. M. N. il
Notary Public

Residing at Polson
Comm. Expires 6/14/81

619256

RECORDED AT REQUEST

American Land Title Co.
FEB 26 1 53 PM '79

OFFICIAL RECORD BOOK
BANNOCK COUNTY IDAHO
C. NEIL ANDERSON RECORDER
FEE 1.00 DEPUTY XXX

Furnished by the AMERICAN LAND TITLE CO., Boise, Idaho

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DEC 28 2009

Department of Water Resources
Eastern Region

797381

1-50281-12

AMERICAN LAND TITLE CO.
P.O. BOX 1788
POCATELLO, IDAHO 83201

467

8.00 me



NOTAR PUBLIC, IDAHO
IDaho BANK & TRUST CO
P O BOX 1788
POCATELLO, IDAHO 83201

ICPN # 10-007301-9

797381

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 29 19 87 The grantor is ANDREW ABRAMS II AND MONICA K ABRAMS, HUSBAND AND WIFE ("Borrower") ("Trustee")

AMERICAN LAND TITLE COMPANY, INC. ("Trustee"). The beneficiary is IDAHO BANK & TRUST CO, which is organized and existing under the laws of IDAHO, and whose address is

P O BOX 1,88, POCATELLO, IDAHO 83201 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100 Dollars (U.S. \$ 60,000.00) This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2002. This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in BANNOCK County, Idaho:

COMMENCING AT A POINT 2 RODS SOUTH OF A POINT 2 RODS WEST OF THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, THENCE RUNNING NORTH 21 1/3 RODS, THENCE WEST 37 1/2 RODS, THENCE SOUTH 21 1/3 RODS, THENCE EAST 37 1/2 RODS TO THE PLACE OF BEGINNING...

which has the address of 13001 S. ROBIN ROAD ARIMO Idaho 83214 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Department of Water Resources
Eastern Region

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1. **COVENANTS** - Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay, when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Department of Water Resources
Eastern Region

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1274 CORPORATION DEED

1-50281-10
797380

For Value Received

IDaho BANK AND TRUST CO.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

ANDREW ABRAM, ¹¹ AND MONICA K. ABRAM, HUSBAND AND WIFE

whose current address is

11001 S. JOHN ROAD
ARIMO, IDAHO

the following described real estate, to wit:

COMMENCING AT A POINT 2 RODS SOUTH OF A POINT 2 RODS WEST OF THE
SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 10 SOUTH, RANGE 36 E.T.M., BANNOCK
COUNTY, IDAHO, THENCE RUNNING NORTH 21 1/3 RODS; THENCE WEST 37 1/2 RODS;
THENCE SOUTH 21 1/3 RODS; THENCE EAST 37 1/2 RODS TO THE PLACE OF
BEGINNING...

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has
caused its corporate name to be hereunto subscribed by its President and its corporate seal to be
affixed by its Secretary this *Jul 27, 1987*

By *[Signature]*
Senior Vice President PRESIDENT.

ATTEST:
[Signature]
Real Estate Officer SECRETARY.

CORPORATE SEAL

STATE OF IDAHO, COUNTY OF BANNOCK
ON THIS 29th day of JULY 1987
before me, a notary public in and for said State, personally appeared
R. H. Clay and
SCOTT WEST known to me to be
the President and Secretary of the corporation that executed this in-
strument or the persons who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal, the day and year in this certificate first above written.

[Signature]
Notary Public
Residing at Pocatello, Idaho
Comm. Expires 9/2/92

797380
AMERICAN LAND TITLE CO.
JUL 29 PM 1:54
1167
200 me

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JUL 29 2009
Department of Revenue
Eastern Region

Sept 26, 1986

Foreclosure

TX1

319

53

783230

AFFIDAVIT OF SERVICE

(POSTING)

STATE OF IDAHO)
)SS
County of Bannock)

RICHARD M. HOLLINGSWORTH being duly sworn, deposes and says: That I am over the age of 18 years, a resident of Bannock County, State of Idaho, and not a party to the proceeding referred to in the "Notice of Trustee's Sale" attached hereto as Exhibit "A".

That on the 26 day of September, 1986, I personally posted a copy of said "Notice of Trustee's Sale" on the front door of the premises located at 13001 South John Road, Arvin, Idaho, there being no occupants to accept service.

House is Vacant.

[Signature]

[Signature]
RICHARD M. HOLLINGSWORTH

SUBSCRIBED AND SWORN to before me this 26 day of September, 1986.

[Signature]
NOTARY PUBLIC FOR IDAHO

SEAL

NOTARY SEAL

Department of Water Resources
Eastern Region

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NOTICE OF SALE

On Tuesday, the 3rd day of February, 1987, at the hour of 11:00 a.m. of said day, at the front entrance of the office of American Land Title Co., an Idaho corporation, herein referred to as "American Land", 312 West Center, Pocatello, Idaho, American Land will sell at public auction, to the highest bidder for cash, lawful money of the United States, all payable at the time of sale, the following described real estate situated in Bannock County, State of Idaho, to-wit:

Commencing at a point 2 rods South of a point 2 rods West of the Southeast corner of Section 4, Township 10 South, Range 38 E.B.M., thence running North 21-1/3 rods; thence West 371/2 rods; thence South 21-1/3 rods, thence East 371/2 rods to the place of beginning subject, however to the existing right-of-ways or easement for the Price J. Armstrong and Ted Chedzey water ditches taken out of Garden Creek that crosses the land above described...

Property address is Star Route, Arimo, Idaho.

Said sale will be made without covenant or warranty regarding title, possession, or encumbrances, to satisfy the obligation secured by and pursuant to the power of sale conferred in the deed of trust, executed on the 19th day of August, 1977, by CALVERT CHRISTENSEN and JOSIE CHRISTENSEN, husband and wife, as grantors, American Land Title Co., an Idaho corporation, as trustee, for the benefit and security of Idaho Bank & Trust Co., as beneficiary, recorded on the 22nd day of August, 1977 as Instrument No. 582430, Bannock County, Idaho.

Foreclosure is being effected because of default in the payment of the obligation due and owing from the grantors to Idaho Bank & Trust Co., beneficiary, and evidenced by a promissory note, which said obligation is secured by the said deed of trust. Said default, as of the date of the Notice of Default, consists of the failure to pay the installments of \$523.25 due on April 1, 1986 and on the first day of each month thereafter, failure to pay late charges, and failure to pay insurance and tax reserves, as required by the deed of trust, and as itemized in the Notice of Default.

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Eastern Region

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The total delinquency as of the date of the Notice of Default is \$4,013.44, exclusive of continuing installments of principal and interest, tax and insurance reserves, late charges, and expenses of foreclosure which have accumulated and will accumulate from the date of the Notice of Default which was recorded in the records of Bannock County on September 9, 1986 as instrument No. 779778, book No. 450.

That by reason of said default, the beneficiary of said deed of trust has, in the Notice of Default and Election to Sell, declared all sums secured by said deed of trust immediately due and payable. The aggregate principal amount as evidenced by said promissory note and secured by said deed of trust is the sum of \$59,552.92, together with accrued interest on said principal amount at the rate of 9.0% per annum for each day after March 1, 1986, until paid, late charges to date of \$167.44, and payments made by beneficiary for insurance and taxes in the amount of \$8.00 and the costs and expenses of foreclosure. The total sum due and owing as of the date the Notice of Default was filed is \$62,494.88, exclusive of costs and expenses. Continuing assessments for interest, late charges, and costs and expenses shall also be added to the balance due.

DATED this 22nd day of September, 1986.

AMERICAN LAND TITLE CO.
an Idaho corporation

By 

ATTEST:



NO. 783230
RECORDER AT REQUEST OF

Dave R. Gallaert

'86 OCT 29 A9:50

453
OFFICIAL RECORD OF
BANNOCK COUNTY, IDAHO
LARRY W. GILAN RECORDER
FEE 10.00 DEPUTY KE