

MAR-18-1997
0001

1

RIGHT NUMBER: 71-04001A

NAME AND ADDRESS: CRAIG REMBER
ELIZABETH L REMBER
HC 64 BOX 9928
STANLEY ID 83278

SOURCE: GROUNDWATER

QUANTITY: 0.02 CFS

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

PRIORITY DATE: 10/01/1936

POINT OF DIVERSION: T10N R13E S09 NENE Within CUSTER County

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

PLACE OF USE: DOMESTIC Within CUSTER County
T10N R13E S09 NENE

OTHER MATTERS 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. E00270040020
PROPERTY ALSO KNOWN AS BLOCK 4, LOT 2, STANLEY ORIGINAL TOWNSITE

REV

Water Right Number - R71-04001A Prefix Translation: RESEARCH Old (D) Number -

+ - - - - Last Name - - - - + + - - - - First Name - - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
REMBER

CRAIG

1 - HC 64 BOX 9928

2 -

3 -

City- STANLEY

Phone - 208-774-3336

1 - HC 64 BOX 9928

2 -

3 -

City- STANLEY

Phone - 208-774-3336

ELIZABETH L

REMBER

State- ID Zip- 83278

State- ID Zip- 83278

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
10/01/1936 17 SOUTHERN J - BENEFICIAL USE

+ - - - - Source - - - - + + - - - - Tributary - - - - - +

GROUNDWATER

+ - - - - Point of Diversion - - - - - Diversion Name - - - - - +

Diversion Name

County

Point of Diversion

Diversion Name

County

10N 13E 9 NE NE (37) CUSTER

+ - - - - Description - - - - - Water Use - - - - - Diversion Rate - - - - - Diversion Volume - - - - - +

Code Description Period From Period To

43 - DOMESTIC

01/01 12/31

0.020

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Div. Capacity - + + - - Total Consumptive Use - + + - - KW Usage - +
0.020 0.020 0.0

+ - - - - Place of Use - - - - - Description - - - - - County - - - - - +

Place of Use

Description

County

10N 13E 9 NE NE 43 DOMESTIC (37) CUSTER

+ - - Diversion Means - WELL & PUMP

+ - - Non-Irrigation Use - 1 HOME

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +

EXP PARCEL NO. E00270040020
PROPERTY ALSO KNOWN AS BLOCK 4, LOT 2, STANLEY ORIGINAL TOWNSITE

+ - - - - Old Water Right Numbers - - - - - No Old Water Right Numbers found. - - - - - +

No Old Water Right Numbers found.

Handwritten signature or mark in red ink.

+ - - - - - Conditions of Approval - - - - -
 N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
 - DETERMINATION OF HISTORICAL BENEFICIAL USE.
 N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
 - GALLONS PER DAY.

+ - - - Decree Plaintiff	- - +	+ - - - Decree Defendant	- - +	+ - Decree Date
				00/00/0000

+	-	-	-	Audit Fields	-	05/27/92	ROBERTSO	05/28/92	ROBERTSO	06/01/92	ROBERTSO	07/06/92	SMITH	11/14/92	POST-STD
						03/30/95	POST-STD	01/13/97	DS1-PROD						

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+-----+-----+-----+-----+-----+-----+-----+-----+
Date: 05/28/1992 User Id: ROBERTSO Subject: OWNERSHIP CHANGE
Change of ownership letter received 4/16/92. Original owner Craig
Richard and Ann Milward, resulting in split of claim A71-04001 to A71-04001A (Rember) and A71-04001B (Milward) on 5/22/91. Copy of
deed submitted with letter. Copies forwarded to S.O. 5/29/92. Con tractor to continue review.
Date: 01/13/1997 User Id: DS1-PROD Subject: D&S 1 HOME UPDATE
USE-NOT-IRRIGATION FIELD TEXT REPLACED WITH "1 HOME".
CONDITION CODES N11 AND N13 ADDED IF NOT ALREADY PART OF RECORD.
ANY GEN REMARK CHANGED TO AN EXP REMARK.

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[illegible]

04

1

RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	PURPOSE OF USE	PERIOD OF USE FROM TO	MAXIMUM QUANTITY	BASIS OF CLAIM
71-04001A	CRAIG REMBER ELIZABETH L REMBER HC 64 BOX 9928 STANLEY ID 83278	10/01/1936	DOMESTIC	01-01 12-31	0.02	CFS BENEFICIAL USE
NON-IRRIGATION USES:				TOTAL QUANTITY: 0.02 CFS		
DOMESTIC, $\frac{1}{1}$ HOME						
~~DOMESTIC, $\frac{1}{1}$ HOME~~						
SOURCE: GROUNDWATER						
POINT OF DIVERSION:						
T10N R13E S09						
PLACE OF USE: DOMESTIC						
T10N R13E S09						
NENE						
T10N R13E S09						
NENE						
REMARKS: PARCEL NO. E00270040020						
PROPERTY ALSO KNOWN AS BLOCK 4, LOT 2, STANLEY ORIGINAL TOWNSITE						

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: **A71-04001A**
Date Received: 8/29/1988
Receipt No: X777777
Received By: split

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: ELIZABETH L. REMBER 208-774-3336
Address: HC 64 BOX 9928
STANLEY ID 83278
AND/OR
Name: CRAIG REMBER 208-774-3336
Address: HC 64 BOX 9928
STANLEY ID 83278

2. Date of Priority: OCT 1, 1936

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
10N	13E	9		NE	NE		CUSTER

5. Description of diverting works:
WELL & PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC/ 1 HOUSE

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10N	13E	9	NE NE		DOMEST	

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:

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 _____

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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: A71-04001A
Date Received: 8/29/1988
Receipt No: S001833
Received By: W

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CRAIG REMBER 208-774-3336
Address: HC 64 BOX 9928
STANELY, ID 83278

AND/OR

Name: ELIZABETH L. REMBER 208-774-3336
Address: HC 64 BOX 9928
STANELY, ID 83278

2. Date of Priority: OCT 01, 1936

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10N	13E	9	NE	NE			CUSTER

5. Description of diverting works:
WELL & 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:
D/2 HOMES.

A71-04001A

Page 1

Date: 08/29/88

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	13E	9	NE	NE		DOMEST	

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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): Craig Rumber Date: 8/29/88
_____ Date: _____

State of Idaho)
County of TF) SS.

Subscribed and sworn (or affirmed) before me this 29th day
of August 19 88 Lon White
Notary Public

Seal

Residing at TF
My Commission Expires 5/99

PEAK

INVESTMENT PROPERTIES INC.

April 15, 1992

RECEIVED

APR 16 1992

Department of Water Resources
Southern Region Office

IDWR
222 Shoshone Street East
Twin Falls, ID 83301

Dear Sir or Madam,

I am writing to advise you that we purchased a part of property formerly owned by Craig and Betty Rember, legally described as Lot 1, Block 4, City of Stanley. This property was part of a larger parcel of 4 lots owned by the Rembers and a water right claim A71-04001 was filed on all this property. We would like the ownership of Lot 1, Block 4 changed to us. I am enclosing a copy of a Deed. This property includes a cabin. The original claim filed by the Rembers included 2 cabins and we purchased the one on Lot 1. Please see Deed and map enclosed.

I'd appreciate receipt of any necessary forms. Thank you.

Sincerely,


Ann Lucini Milward

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PLAT TOWNSITE

SEC. 9

R 13 E

1/4 = 100 ft.

Red W. Kiefer C.E.

1939

Osier County Com.

1939

Red by J. Ray Weber

7, 1946

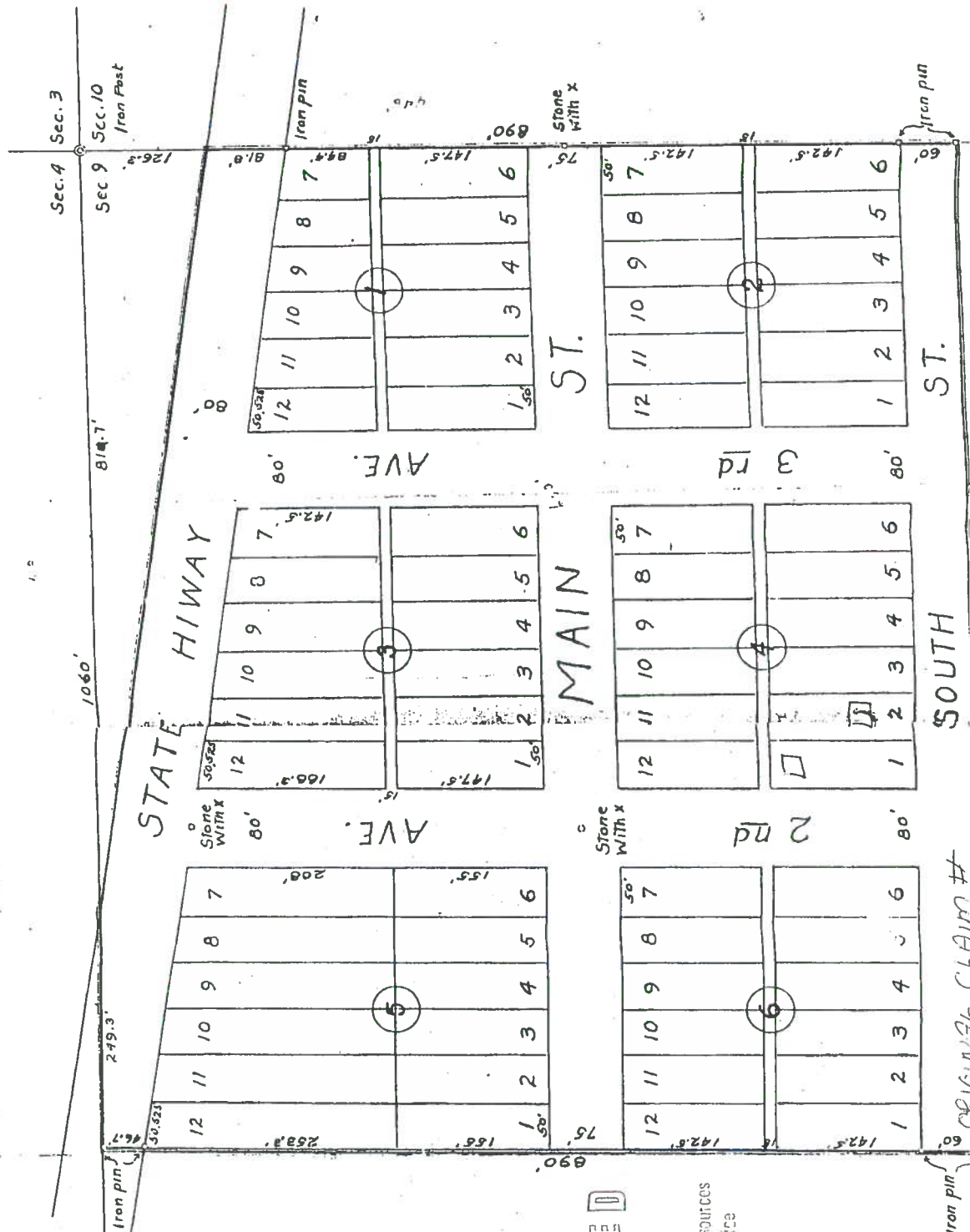
RECEIVED

APR 16 1992

Department of Water Resources
Southern Region Office

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MAR 17 1993





BCT #1846

This form furnished by
Blaine County Title, Inc.

WARRANTY DEED

For Value Received

CRAIG VAN REMBER and ELIZABETH LEVEKE REMBER, husband and wife

the Grantor hereby grants, bargains, sells, conveys and warrants unto

RICHARD C. MILWARD and ANN LUCINI MILWARD, husband and wife

the Grantee whose current address is: P.O. Box 2316, Ketchum, Idaho, 83340.

the following described premises, to-wit:

Lot One (1), in Block Four(4) of Stanley Townsite, according to the
Amended Plat thereof, on file and of record in the Office of the County
Auditor and Recorder of Custer County, State of Idaho, Challis, Idaho.

RECEIVED AND APPROVED BY:
[Signature] *[Signature]*

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: December 6, 1988

CRAIG VAN REMBER

ELIZABETH LEVEKE REMBER

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____
before me, a Notary Public in and for said State, personally appeared

CRAIG VAN REMBER and ELIZABETH
LEVEKE REMBER

and acknowledged to me the facts of satisfactory evidence or known to me

STATE OF IDAHO, COUNTY OF

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

at _____ minutes past _____ o'clock A.M.,
this _____ day of _____, 19____
In my office and duly recorded in Book _____
of Mortgages at page _____

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proof of purchase

RECEIVED

APR 16 1992

Department of Water Resources
Southern Region Office

BLAINE COUNTY TITLE INC.

P.O. Box 3176
Ketchum, Idaho 83340
(208) 726-0700

BUYER'S STATEMENT

Closing Date December 9, 1988 Property Description Lot 1 Block 4, City of Stanley
Escrow No. 1846 Listing Broker N/A
Escrow Officer Daniel Fauth Selling Broker N/A
Buyer RICHARD C. MILWARD and ANN LUCINI MILWARD Seller CRAIG VAN REMBER and ELIZABETH LEVEKE REMBER
Address P.O. Box 2316, Ketchum, Idaho 83340 Address HC 64-Box 9928, Stanley, Idaho 83278

	Debit	Credit
Sales Price	\$ 29,000.00	
Earnest Money held by Seller		1,000.00
Loan Assumed:		
Interest		
Transfer Reserve Account		
Loan Assumption fee		
Note and Deed of Trust in favor of Seller		22,125.00
Prorations:		
Taxes from 12/9/88 to 12/31/88 based on 1988 tax of \$ 323.12	19.58	
Condominium Dues:		
Rents:		
Closing Fees:		
Escrow Fee	66.50	
Title Insurance Premium	20.00	
Recording Fees: W/D, D/T	18.00	
Balance due/to/from Buyer		5,999.08
TOTALS	\$ 29,124.08	\$ 29,124.08

APPROVED this _____ day of _____, 19____, and Buyer understands the closing officer has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Except as previously disclosed by Blaine County Title, Inc. Buyer certifies that the Buyer does not have any judgements against them in Court, State or Federal and have not been in bankruptcy, voluntarily or involuntarily, within the past eight (8) years, and no adverse occupant of said property or unrecorded options to purchase, sales contracts or lease agreements are outstanding affecting said property. We acknowledge we have been given the right to present this closing statement to our Real Estate Broker, Lender or Attorney. Buyer also understands that tax and insurance prorations and reserves were based on figures for preceding year or supplied by others, or estimated for current year, and in the event of any change for current year, all necessary adjustments must be made between buyer and seller outside of this escrow. The undersigned hereby authorize Blaine County Title, Inc. to make expenditures and disbursements as shown above and approve same for payment. The undersigned also acknowledge receipt of loan funds, if applicable, in the amount shown above and a receipt of a copy of this statement.

Richard C. Milward
Buyer RICHARD C. MILWARD

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THIS DEED OF TRUST, Made this 6th day of December, 1988
BETWEEN
RICHARD C. MILWARD and ANN LUCINI MILWARD, husband and wife
herein called GRANTOR,
whose address is P.O. Box 2316, Ketchum, Idaho, 83340.

"BLAINE COUNTY TITLE, INC.," herein called TRUSTEE, and

CRAIG VAN REMBER and ELIZABETH LEVEKE REMBER, husband and wife, herein called BENEFICIARY,
whose address is HC 64-Box 9928, Stanley, Idaho, 83278.

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 ~~Blaine~~ Custer, State of Idaho, described as follows and containing not more than twenty acres:

Lot One (1), in Block Four (4) of Stanley Townsite, according to the Amended Plat thereof, on file and of record in the Office of the County Auditor and Recorder of Custer County, State of Idaho, Challis, Idaho.

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 Twenty Two Thousand One Hundred and Twenty Five and ~~Dollars~~ (\$22,125.00),
no/100

final payment due June 9, 1999

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

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above 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 the security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name and to or otherwise collect such rents, issues and profits, including those yet 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.

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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 or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, wherever 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.

Richard C. Milward
RICHARD C. MILWARD

Ann Lucini Milward
ANN LUCINI MILWARD

STATE OF IDAHO, COUNTY OF BLAINE
On this 8th day of DECEMBER, 19 88.
before me, a Notary Public in and for said State, personally appeared

RICHARD C. MILWARD and ANN LUCINI MILWARD

Identified to me on the basis of satisfactory evidence or known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public,
Residing at HAILEY Idaho.

STATE OF IDAHO, COUNTY OF _____
I HEREBY CERTIFY That this instrument was filed for record at the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____
19 ____ In my office and duly recorded in Book _____
of Mortgages at page _____

Ex-Officio Recorder

By _____ Deputy

Fees \$ _____
Mail to: _____

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

, 19

Dated

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

To _____ Idaho, _____, 19 _____, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____

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MAR 17 1993

BLAINE COUNTY TITLE INC.

TRUST DEED NOTE

DO NOT DESTROY THIS NOTE: When paid, this note, with Trust Deed securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

\$ 22,125.00

Ketchum, Idaho

December 6, 1988

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of
CRAIG VAN REMBER and ELIZABETH LEVEKE REMBER, husband and wife

Twenty Two Thousand One Hundred and Twenty Five and No/100 DOLLARS (\$22,125.00),

together with interest from date at the rate of nine per cent (9%) per annum on the unpaid principal, said principal and interest payable as follows:

Semi-Annual payments in the amount of \$1,700.00; interest at the rate of nine percent (9%) per annum. First installment due June 9, 1989, and to continue every six months thereafter until balance is paid in full. NO PREPAYMENT PENALTY.

Each payment shall be applied first to accrued interest and the balance to the reduction of principal. Any such installment not paid when due shall bear interest thereafter at the rate of per cent (%) per annum until paid.

If default occurs in the payment of said installments of principal and interest or any part thereof, or in the performance of any agreement contained in the Trust Deed securing this note, the holder hereof, at its option and without notice or demand, may declare the entire principal balance and accrued interest due and payable.

If this note is collected by an attorney after default in the payment of principal or interest, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee.

The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and nonpayment of this note, and consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this note, and to the release of any security, or any part thereof, with or without substitution.

This note is secured by a Trust Deed of even date herewith.

PAYABLE TO:

CRAIG VAN REMBER &
ELIZABETH LEVEKE REMBER
HC 64-Box 9928
Stanley, Idaho 83278

Richard C. Milward
RICHARD C. MILWARD

Ann Lucini Milward
ANN LUCINI MILWARD

MICROFILMED

MAR 17 1993

SD-33	Last Name: REMBER				STATE	
S	First	O	Water	Priority	Total	Use
E	Name	W	Right No.	Date	Diversion	Code Desc
L		N				
REMBER						
CRAIG	C	A71-04025	09/26/1936	SALMON RIVE	1.600	01 IRR
ELIZABETH L.	C	A71-04025	09/26/1936	SALMON RIVE	1.600	01 IRR
CRAIG	C	A71-04026	09/26/1936	SPRINGS	0.400	01 IRR
ELIZABETH L.	C	A71-04026	09/26/1936	SPRINGS	0.400	01 IRR
CRAIG	O	A71-04001	10/01/1936	GROUNDWATER	0.040	43 DOMEST
				SPLIT CLAIM		
ELIZABETH L.	O	A71-04001	10/01/1936	GROUNDWATER	0.040	43 DOMEST
				SPLIT CLAIM		

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED
MAR 17 1993

SD-0604-2 Township: 10N Range: 13E Section: 9 Tract: Lot:

S	L	STATE	O	S	Max # Records	94				
E	O	Water	Name	W	Priority	Use				
L	Tract	T	Right No.	Last, First	N	AC	G	Date	Code	Desc
-	-	-	-	-	-	-	-	-	-	-
-	NENE	-	A71-10132	MC COY, LAWRENCE A.	C	-	J	09/15/1972	43	DOMES
-				MC COY, JANE N.	C					
-	NENE		A71-10120	WAITE, RICHARD H.	C		J	12/31/1958	43	DOMES
-	NENE		A71-07019	NIECE, RUTH	C		L	10/10/1972	43	DOMES
-				NIECE, JACK	C					
-	NENE		A71-10125	BITTON, MAX J.	C		J	07/15/1935	43	DOMES
-				BITTON, MARGARET B.	C					
-				BITTON, DEBRA	C					
-				BITTON, JEFFREY	C					
-	NENE		A71-00004	CAVANAGH, DAN J.	O			06/01/1910	01	IRR
-				SPLIT RIGHT	C					
-	NENE		A71-04001	REMBER, CRAIG	O			10/01/1936	43	DOMES
-				REMBER, ELIZABETH L.	O					
-				SPLIT BY OWNERSHIP CHA	C					
-	NWNE		A71-10131	WETZEL, JAMES R.	C		J	08/30/1983	43	DOMES
-	NWNE		A71-10119	LAMB, JOSEPH	C		J	07/12/1971	43	DOMES

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED

MAR 17 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

22-May-1992

RICHARD C MILWARD
ANN LUCINI MILWARD
PO BOX 2316
KETCHUM ID 83340

RE: SNRA CLAIM ⁷⁴A36-04001

DEAR CLAIMANT:

Pursuant to the notification that you presently own a portion of the property in which the above referenced adjudication claim is appurtenant, the Department has changed the record of the original owner (Rember) to ⁵⁷A36-04001A, and the record of the portion that you purchased to A36-04001B. Please find enclosed a copy of the computer generated claim noting the changes. Please review the record and if you have any corrections, notify this office.

Sincerely,


Jeanie Robertson
Records Clerk

/jr
Enclosures:

cc: Rember

MICROFILMED
MAR 17 1993

[illegible]

1 - HC 64 BOX 9928
2 -
3 -
City- STANLEY
Phone - 208-774-3333
1 - HC 64 BOX 9928
2 -
3 -

ELIZABETH L.

City- STANLEY
Phone - 208-774-3336

[illegible]

Point of Diversion - - - - -

County

(37) CUSTER

- - - - - Diversion Volume

0.020

+ - Total Consumptive
0.0

County

(37) CUSTER

+ - - Diversion Means - WELL & PUMP

+ - - Non-Irrigation Use - DOMESTIC/ 1 HOUSE

+ - - Other Rights for Same Use -

[illegible]

MICROFILMED
MAR 17 1993

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

AJ0743NP
(00-124)

Prefix Translation: RESEARCH

Water right number - R71-04001A

+ - - - - Old Water Right Numbers - - - - - +
+ - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found
+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.
+ - - - - Decree Plaintiff - - - - - + Decree Date - +
00/00/0000
+ - - - - Decree Defendant - - - - - +

+ - - - - Comments- - - - - +
Date: 05/28/1992 User Id: ROBERTSO Subject: OWNERSHIP CHANGE
Change of ownership letter received 4/16/92. Original owner Craig and Betty Rember sold one cabin and a portion of their land to Richard and Ann Milward, resulting in split of claim A71-04001 to A71-04001A (Rember) and A71-04001B (Milward) on 5/22/91. Copy of deed submitted with letter. Copies forwarded to S.O. 5/29/92. Con tractor to continue review.

+ - - Audit Fields - - - +
06/01/92 ROBERTSO

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +
Court Report Filing - 00/00/0000 Field Inspection Made - 00/00/0000 Civil Case Number - 39576
Objection Filed Date - 00/00/0000 Field Inspection Flag - Old Case Number -
Response Filed Date - 00/00/0000 Verified Date - 00/00/0000 Old Judicial District -
Claim Received Date - 08/29/1988 Last Amended Date - 00/00/0000 Temporary Right - P
Receipt Number - X777777 Water District -
POU Ownership Flag - Y Federal/State Indicator - S
Name Connector - AND/OR Presumption Flag -
Notice of Error Flag -

MICROFILMED
MAR 17 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

01-Jun-1992

RICHARD C MILWARD
ANN LUCINI MILWARD
PO BOX 2316
KETCHUM ID 83340

RE: SNRA CLAIM #A71-04001

Dear Mr. and Mrs. Milward,

I realized in my letter to you last week regarding the property you purchased from the Rember's, that I referred to your claim numbers by the wrong basin number. They should all begin with A71- rather than A36- . The computer claim forms I sent had the correct numbers on them and you are A71-04001B while the Rember's are A71-04001A.

I hope you weren't confused by my error (or this letter if you hadn't noticed it)! Any questions please feel free to give me a call.

Sincerely,


Jeanie Robertson
Records Clerk

cc: Rember

MICROFILMED
MAR 17 1993

WATER RIGHT NUMBER - A71-04001

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

[illegible]

*** C - CURRENT OWNER ***
REMBER

CRAIG

1 - HC 64 BOX 9928
2 - -
3 - -

STATE- ID ZIP- 83278

CITY- STANLEY
PHONE - 208-774-3336
1 - HC 64 BOX 9928

REMEMBER

ELIZABETH L.

STATE- ID ZIP- 83278

CITY- STANLEY
PHONE - 208-774-3336

+ - -	PRIORITY DATE	- - +	+ - -	REGION	- - -	+	S	STAGE	- - -	+	STATUS
	10/01/1936			17 SOUTHERN				STATUTORY CLAIM			

	SOURCE	TRIBUTARY
+ + + + +	- - - - -	- - - - -
	GROUNDWATER	

GROUNDWATER

[illegible]

COUNTRY

STREAM INDEX (BLANK IF NO INDEX CODE)

(37) CUSTER

WZ WZ

NOT

13E 9

+	CODE	DESCRIPTION	PERIOD FROM	PERIOD TO	WATER USE	DIVERSION RATE	DIVERSION VOLUME
---	------	-------------	-------------	-----------	-----------	----------------	------------------

CODE	DESCRIPTION
0000	Blank
0001	Blank
0002	Blank
0003	Blank
0004	Blank
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0007	Blank
0008	Blank
0009	Blank
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0096	Blank
0097	Blank
0098	Blank
0099	Blank

43 - DOMESTIC

01/01

12/31

0.040

[illegible]

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE	DESCRIPTION	COUNTY
-----	-----	-----	-------	-----	-------	--------------	-------------	--------

DESCRIPTION

COUNTRY

43 DOMESTIC

(37) CUSTER

+ - - DIVERSION MEANS - WELL & PUMP

+ - - NON-IRRIGATION USE - D/2 HOMES.

+ - - OTHER RIGHTS FOR SAME USE -

[illegible]

+ - - - - - - - - - - - - - - - - - -
- OLD WATER RIGHT NUMBERS - -
NO OLD WATER RIGHT NUMBERS FOUND.

[illegible]

MICROFILMED

MAR 17 1951

1/17/92
Entered
End