

VERIFIED BY

05/10/2004

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 45-10946
NAME AND ADDRESS: KEITH T THOMAS
RT 3 BOX 3752
BURLEY ID 83318
RUTH D THOMAS
RT 3 BOX 3752
BURLEY ID 83318

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 0.120 CFS

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION OF 13,000 GALLONS PER DAY FOR USE IN 1 HOME AND DAIRY.
COMBINED RIGHT NOS.: 45-10945 & 45-10946.

The quantity of water under this right shall not exceed 13,000 gallons per
day.

PRIORITY DATE: 02/13/1976
POINT OF DIVERSION:

T11S R23E S3 NWSWN Within CASSIA County
T11S R23E S3 NWSWN Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
STOCKWATER	01/01 12/31	0.120 CFS

PLACE OF USE: DOMESTIC Within CASSIA County
T11S R23E S03 SWNW
STOCKWATER Within CASSIA County
T11S R23E S03 SWNW

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

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

The quantity of water decreed for this water right is not a determination
of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use
PARCEL NO. 11S23E033750

Dwy

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

RECEIVED

OCT 05 1989

Ident. Number: A45-10946
Date Received: 6/13/1989
Receipt No: M003777
Received By: _____

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: KEITH T. THOMAS 208-678-2874
Address: RT. 3 BOX 3752
BURLEY, ID 83318

AND/OR

Name: RUTH D. THOMAS 208-678-2874
Address: RT. 3 BOX 3752
BURLEY, ID 83318

2. Date of Priority: FEB 13, 1976

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
11S	23E	3	NW	SW	NW		CASSIA

5. Description of diverting works:
7" CASING 70' DEEP WITH 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		
STOCKWATER	01/01	12/31	0.200		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE, S/ 250 HD. HOLSTEIN COWS

A45-10946

Page 1

Date: 06/13/89

MICROFILMED
MAR 08 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	23E	3	SW	NW		DOMEST	
			SW	NW		STOCK	

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

BURLEY IRR. DIST. 4 ACRES FT./ACRE.

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): Keith F. Thomas Date: 10-4-89

Date: _____

State of Idaho)
County of Cassia) SS.

Subscribed and sworn (or affirmed) before me this 4th day

of October 1989

Cindy J. Manning
Notary Public

Seal

Residing at Burley, Idaho

My Commission Expires 12-09-92

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A45-10946Date Received 5-31-1989Receipt Number MOD3777**RECEIVED**
MAY 31 1989**NOTICE OF CLAIM
TO A
WATER RIGHT**

Department of Water Resources

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) KEITH T. and/or RUTH D. THOMAS Phone (208) 678-2874Mailing Address ROUTE 3, BOX 3752, BURLEY, IDAHO Zip 833182. Date of Priority (Only one per claim) 2-13-1976 Month/Day/Year3. Source of water supply (Check one) (X Groundwater or Other () (a) _____

Name or kind of source

which is tributary to (b) _____

4. Location of point of diversion is: Township 11 Range 23Section 3, NW 1/4 of SW 1/4 of NW 1/4, Govt. Lot _____, BM.,County of CASSIA

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. WELL + PUMP 7" Casing 70'

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For DOMESTIC purposes from JAN 1 to DEC 31 amount 0.04 (cfs)

(Both dates are inclusive)

For STOCKWATER purposes from JAN 1 to DEC 31 amount 0.207. Total quantity claimed 0.24 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) DOMESTIC, STOCKWATER, 250 HEAD HOLSTEIN COWS**MICROFILMED****MAR 08 1989**

10. Place of use is: Township: 11 Range 23

Section 3, SW 1/4 of NW 1/4, Govt. Lot _____, B.M.,

County of CASSIA for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

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

12. Do you own the property listed above as place of use? Yes X No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

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

BURLEY IRRIGATION DISTRICT 4 ACRE FEET/ACRE

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s) NO DOCKET

Number of Attachments _____

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

Signature of Claimant (s) Keith P. Thomas Date 10-4-89

Date _____

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

of _____, that I have signed the foregoing

document in the space below as _____ of _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____ }
County of _____ } SS.

Subscribed and sworn (or affirmed) before me this 4th day of October 19 89

SEAL

Notary Public Cindy S. Manning

Residing at Burley, Idaho

My Commission Expires 12-09-92

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

MICROFILMED

MAR 08 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

10-3-89

R. KEITH HIGGINSON

RECEIVED

OCT 05 1989

Department of Water Resources
Southern Region Office

Keith T. Thomas

Rt. 3 Box 3752

Burley, Id. 83318

RE: SRBA Claim

Dear Claimant:

Please find enclosed your claim ~~and your check~~ # A45-10945 for \$ which you submitted to our office. I am returning these pursuant to rule 10,4 of the Department's Adjudication Rules and Regulations. In checking your claim it appears that the following items need clarification:

- () Item #2 Priority date (day/month/year)
- () Item #4 Point of Diversion Legal Description
- () Item #6 Uses descriptions
- () Item #9 Description of Non-irrigation uses
- () Item #10 Place of Use Legal Description
- (☒) Item #16 Signature & Notarization
- () Improper fee (THE CORRECT FEE IS \$)
- () Other or Remarks

If you will make the necessary corrections and return your claim with the correct fee and a copy of this letter within 30 DAYS of the date of this letter, your filing will be considered timely and will not be assessed an additional late fee of \$ 50.00.

Sincerely,

Steve Clelland

Steve Clelland
Water Right's Agent

enc:

MICROFILMED

MAR 08 1993

COPY

2004 DEC 17 PM 1:11
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

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

In Re SRBA

Case No. 39576

) Subcase No. 45-10945, 45-10946

)
)
)
) NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

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

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

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

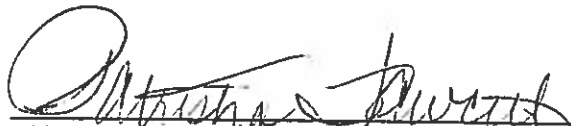
Dated: 12/3/04

[Signature]
Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 12/17, 2004, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
Keith Thomas
605 E 18th
Burley ID 83318
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Neil Thomas
Carla Thomas
225 S 150 E
Burley ID 83318
4. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
5. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

11/02/2004

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

707 DEC 17 PM 1:11

RIGHT NUMBER: 45-10945
NAME AND ADDRESS: NEIL R THOMAS
225 S 150 E
BURLEY ID 83318

CARLA M THOMAS
225 S 150 E
BURLEY ID 83318

FILED
TWIN FALLS CO., IDAHO
T-SRBA

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.080 CFS

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION OF 13,000 GALLONS PER DAY FOR USE IN 1 HOME AND
DAIRY. COMBINED RIGHT NOS.: 45-10945 & 45-10946.

The quantity of water under this right shall not exceed 13,000 gallons per
day.

PRIORITY DATE: 04/15/1908

POINT OF
DIVERSION: T11S R23E S3 NWSWN Within CASSIA County
T11S R23E S3 NWSWN Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.040 CFS
DOMESTIC	01/01 12/31	0.040 CFS

PLACE OF USE: STOCKWATER Within CASSIA County
T11S R23E S03 SWNW
DOMESTIC Within CASSIA County
T11S R23E S03 SWNW

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

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

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. 11S23E033750

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

11/02/2004

2004 DEC 17 PM 1:

DISTRICT COURT - SR
TWIN FALLS CO., IDAHO
FILED

RIGHT NUMBER: 45-10946
NAME AND ADDRESS: NEIL R THOMAS
225 S 150 E
BURLEY ID 83318

CARLA M THOMAS
225 S 150 E
BURLEY ID 83318

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.120 CFS

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION OF 13,000 GALLONS PER DAY FOR USE IN 1 HOME AND
DAIRY. COMBINED RIGHT NOS.: 45-10945 & 45-10946.

The quantity of water under this right shall not exceed 13,000 gallons per
day.

PRIORITY DATE: 02/13/1976

POINT OF
DIVERSION: T11S R23E S3 NWSWN Within CASSIA County
T11S R23E S3 NWSWN Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
STOCKWATER	01/01 12/31	0.120 CFS

PLACE OF USE: STOCKWATER Within CASSIA County

T11S R23E S03 SWNW

DOMESTIC Within CASSIA County

T11S R23E S03 SWNW

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

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

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. 11S23E033750



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 17, 2004

NEIL THOMAS
CARLA THOMAS
225 S 150 E
BURLEY ID 83318

RE: SRBA Claim(s) 45-10945, 45-10946

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

cc: Keith Thomas

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

RECEIVED
OCT 21 2004
 Department of Water Resources
 Southern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	<u>45-10945</u>	☐			☐
	<u>45-10946</u>	☐			☐
		☐			☐
		☐			☐
		☐			☐

2. The following **REQUIRED** information must be submitted with this form:

~~A. The appropriate **FILING FEE**. See instructions for fee amounts.~~

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- ☒ 3. Name and Address of Former Owner/Claimant(s)

Kevin T. Thomas
605 E. 18th Burley Idaho 83318

- ☒ 4. New Owner/Claimant(s)

Neil R. Thomas and Carla M. Thomas
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

225 S. 450 E.

City, State and ZIP Code

Burley Idaho 83318

New Telephone Number

(208) 678-1531

- ☒ 5. Date you acquired the property

8-3-1990

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Paul & Theresa
Carla Shome.

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

208890
DEED OF TRUST, Made this 3rd day of August, 1990
BETWEEN

NEIL R. THOMAS and CARLA M. THOMAS, husband and wife

("GRANTOR").

whose address is Route #3 Box 3752, Burley, Idaho 83318

Land Title and Escrow, Inc., an Idaho Corporation, P. O. Box 177, Burley, Idaho 83318 ("TRUSTEE"), and

KEITH T. THOMAS and RUTH D. THOMAS, husband and wife

("BENEFICIARY").

WITNESSETH: Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Cassia State of Idaho, described as follows:

See attached Exhibit "A" for legal description

208890
LAND TITLE & ESCROW
FILED
AUG 7 1990 PM 11:11
CASSIA COUNTY, IDAHO
FEE \$200
KID

This is a purchase money Deed of Trust.

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of ~~ONE HUNDRED THIRTY TWO THOUSAND DOLLARS~~ Dollars, with the final payment due on August 5, 2005

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.

1. GRANTOR AGREES:

1.1. 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.

1.2. 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.

1.3. 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.

1.4. 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 and any such items when due. Grantor's failure so to pay, shall constitute a default under this trust.

1.5. 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 rate authorized by Idaho Code 28-22-104(1).

1.6. 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.

1.7. The property does not contain more than twenty acres.

2. IT IS MUTUALLY AGREED:

2.1. 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.

2.2. 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.

2.3. 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.

2.4. 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."

2.5. 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 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 hereunder or invalidate any act done pursuant to such notice.

2.6. 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.

Department of Water Resources
Southern Region

Department of Water Resources
Southern Region

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2.7. 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.

2.8. 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; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. The Beneficiary shall also have all rights provided by law whether stated here or not.

2.9. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns. The term Beneficiary shall mean the holder and owner of the debt secured hereby. In this Deed of Trust whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

2.10. 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.

2.11. 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 new trustee or trustees shall succeed to all of the powers and duties of the trustee named herein.

2.12. 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.

2.13. The interest and payment terms on the note secured hereby may be indexed, renewed, renegotiated or adjusted during the term of the note and which may affect the term of the note. The amount of the debt secured may be increased because of a deferment of all or portions of the interest of a deferment of all or portions of the interest if added to the principal balance of the note.

3. ADDITIONAL AGREEMENTS:

DATED the 3rd day of August, 1990

Neil R. Thomas
Neil R. Thomas

Carla M. Thomas
Carla M. Thomas

Individual

STATE OF IDAHO, COUNTY OF Cassia

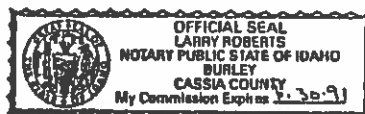
On this 3rd day of August, 1990
before me, a Notary Public in and for said State,
personally appeared

Neil R. Thomas and Carla M. Thomas

known or identified to me to be the persons
whose names are subscribed to the within
instrument, and acknowledged to me that they
executed the same.

Carla M. Thomas
Residing at Burley, Idaho

Notary Public



Corporate

STATE OF IDAHO, COUNTY OF

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

known or identified to me to be the
of the corporation that
executed the within instrument or the person
who executed the instrument on behalf of said
corporation, and acknowledged to me that such
corporation executed the same.

Residing at _____, Idaho
Notary Public

Partnership

STATE OF IDAHO, COUNTY OF

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

known or identified to me to be the partners or
one of the partners in the Partnership of
and the partner
or one of the partners who subscribed said Part-
nership name to the foregoing instrument and
acknowledged to me that
executed the same in said Partnership name.

Residing at _____, Idaho
Notary Public

TO: Land Title and Escrow, Inc.

, Trustee:

You are hereby authorized and requested to execute a reconveyance

NOTE: The Promissory Note or Notes must be
presented with this request.

EXHIBIT "A"

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: S½NW¼, EXCEPT therefrom the following described
parcels:

PARCEL NO. 1:

Section 3: Beginning at the Northwest corner of the SW¼NW¼ of
said Section, said corner marked by a 5/8" rebar;
Thence South 1°03'35" West basis of bearing along
section line for 306.85 feet to a P.K. Nail which
shall be the Point of Beginning.
Thence South 89°10'52" East for 484.00 feet to a ½"
rebar;
Thence South 1°03'35" West for 270.00 feet to a ½"
rebar;
Thence North 89°10'52" West for 484.00 feet to a
P.K. Nail on section line;
Thence North 1°03'35" East along said section line
for 270.00 feet to the Point of Beginning.

SUBJECT TO a 25 foot wide county road right-of-way
along the West side.

TOGETHER WITH A 12 FOOT WIDE IRRIGATION WASTE WATER
EASEMENT more particularly described as follows:

Beginning at the Northwest corner of the SW¼NW¼ of
said Section 3, said corner marked by a 5/8"
rebar; Thence South 89°51'28" East along the
1/16th section line for 712.79 feet to a point
which shall be the Point of Beginning.
Thence South 89°51'28" East along said 1/16th
section line for 12.00 feet to a point;
Thence South 0°55'53" West (South 1°36'32" East
rec.) for 327.41 feet to a point;
Thence North 89°10'52" West for 241.44 feet to a
point;
Thence North 1°03'35" East for 12.00 feet to a ½"
rebar;
Thence South 89°10'52" East for 229.41 feet to a
point;
Thence North 0°55'53" East for 315.26 feet to the
Point of Beginning.

PARCEL NO. 2:

Section 3: Beginning at the Southeast corner of the NW¼ of
said Section 3, which shall be the True Point of
Beginning;

Thence South 88°44'30" West for 1021.19 feet along the quarter section line to a point;
Thence North 1°50'30" West for 1259.30 feet to a point;
Thence North 88°11'30" East for 249.90 feet to a point;
Thence north 3°39'51" West for 29.85 feet to a point on the 1/16th line;
Thence North 88°12'28" East for 771.21 feet along the 1/16th section line to a point at the Northeast corner of the SE¼NW¼ of said Section 3;
Thence South 1°54'12" East for 1299.0 feet along the quarter section line to the True Point of Beginning.

PARCEL NO. 3:

Section 3: Beginning at the Southeast corner of the NW¼ of said Section 3; thence South 88°44'30" West along the quarter section line for 1021.19 feet to a point which shall be the True Point of Beginning;
Thence South 88°44'30" West along said quarter section line for 899.66 feet to a point;
Thence North 1°36'32" West for 1280.83 feet to a point on the 1/16th section line;
Thence North 88°12'28" East along said 1/16th section line for 1143.36 feet to a point;
Thence South 3°39'51" East for 29.85 feet to a point;
Thence South 88°11'30" West for 249.90 feet to a point;
Thence South 1°50'30" East for 1259.30 feet to the True Point of Beginning;

SUBJECT TO a 25 foot wide county road right-of-way along the West side.

TOGETHER WITH a 12.0 foot wide irrigation easement being more particularly described as follows:

Beginning at the Southwest corner of the NW¼ of said Section 3, which point shall be the True Point of Beginning;
Thence North 88°44'30" East along the quarter section line for 727.73 feet to a point;
Thence North 1°36'32" West for 12.0 feet to a point;
Thence South 88°44'30" West for 727.19 feet to a point on section line;
Thence South 0°58' East along said section line for 12.0 feet to the True Point of Beginning.

SUBJECT TO A 12 FOOT WIDE IRRIGATION WASTE WATER
EASEMENT more particularly described as follows:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of
said Section 3, said corner marked by a 5/8"
rebar; Thence South 89°51'28" East along the
1/16th section line for 712.79 feet to a point
which shall be the Point of Beginning.
Thence South 89°51'28" East along said 1/16th.
section line for 12.00 feet to a point;
Thence South 0°55'53" West (South 1°36'32" East
rec.) for 327.41 feet to a point;
Thence North 89°10'52" West for 241.44 feet to a
point;
Thence North 1°03'35" East for 12.00 feet to a $\frac{1}{4}$ "
rebar;
Thence South 89°10'52" East for 229.41 feet to a
point;
Thence North 0°55'53" East for 315.26 feet to the
Point of Beginning.

SUBJECT TO a 12.0 foot wide irrigation easement
being more particularly described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ of
said Section 3, which point shall be the True
Point of Beginning;
Thence North 88°44'30" East along the quarter sec-
tion line for 727.73 feet to a point;
Thence North 1°36'32" West for 12.0 feet to a
point;
Thence South 88°44'30" West for 727.19 feet to a
point on section line;
Thence South 0°58' East along said section line for
12.0 feet to the True Point of Beginning.

TOGETHER WITH a 29.85 foot wide waste ditch and access easement
along the North side of said S $\frac{1}{2}$ NW $\frac{1}{4}$.



641 E 1994

WATER RIGHT NUMBER - A45-10946

PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - - - - CONDITIONS OF APPROVAL - - - - -
NO CONDITIONS OF APPROVAL FOUND.

+ - - - - DECREE PLAINTIFF - - - +

+ - - - - DECREE DEFENDANT - - - +

+ - DECREE DATE - +
00/00/0000

+ - - AUDIT FIELDS - 06/13/89 CARLSON

+ - - - - COMMENTS - - - - -
NO COMMENTS FOUND

+ - - - - 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	- 05/31/1989	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
PROOF DUE DATE	- 00/00/0000	PROOF MADE DATE	- 00/00/0000	WATER DISTRICT	-
LICENSED DATE	- 00/00/0000	RECEIPT NUMBER	- M003777	FEDERAL/STATE INDICATOR	- S
CLAIMS TAPE ERROR FLG	-	POU OWNERSHIP FLAG	- Y	PRESUMPTION FLAG	-
FEE EXEMPT FLAG	-	NAME CONNECTOR	- AND/OR	NOTICE OF ERROR FLAG	-

11523E033750

Thomas, Neil R & Carla
Rt 3 Box 3752
Burley 83318

PROOF
SEP 16 1991

DATA ENTRY

ENTERED 9-12-93 JS
CHECKED 10/19/93 JMS

Verified By
Togo Map/Ortho-PQ
Aerial Photo
V. Recorder Records
Map Photos
Field Exam
Check (See Remarks)
County
V. Recorder
Field Photos
IDWR Records

VERIFIED
FEB 14 1993

CERTIFIED
FEB 23 1993
WATER EXAMINER