

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

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 45-10019

NAME AND ADDRESS: L CHRISTINA BRABANT
PAUL L BRABANT
1608 1ST STREET
SPARKS, NV 89431

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

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

PRIORITY DATE: 12/31/1920

POINT OF DIVERSION: T11S R20E S07 LOT 01 (NWNW) Within Twin Falls County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME, ORCHARD	01-01 TO 12-31	0.06 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

PLACE OF USE: Stockwater Within Twin Falls County
T11S R20E S07 LOT 01 (NWNW)
Domestic Within Twin Falls County
T11S R20E S07 LOT 01 (NWNW)

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

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

RULE 54(b) CERTIFICATE

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


Daniel C. Hurlbutt, JR.
Presiding Judge
Snake River Basin Adjudication

Please Carefully Review Your Partial Decree

Carefully read and check all items to make sure they are accurate, especially:

1. Name and Address
2. Water Source
3. Date of Priority
4. Point of Diversion
5. Place of Use
6. Nature of Use

If You Find An Error Or Something That Needs To Be Corrected

Call the IDWR Regional Office that handles your basin. The telephone numbers are on the back panel of this brochure. Your basin is designated as the first two digits of your water right.

The proper form will be mailed to you upon your request. Complete and return the form to the IDWR Regional Office that handles your basin not later than 60 days after the date printed on the partial decree.

Costs associated with this publication are available from the Idaho Department of Water Resources in accordance with Section 60-202, Idaho Code.
IDWR-8,000-42001-11/96

Printed on recycled paper

Here's How To Contact IDWR Regional Offices If You Need Assistance

If your partial decree begins with 34:

IDWR Eastern Regional Office
900 N. Skyline Dr., Idaho Falls, ID 83401
(208) 525-7161
Toll Free: (888) 2-SRBA34 (277-2234)

If your partial decree begins with 36:

IDWR Southern Regional Office
222 Shoshone St. E, Twin Falls, ID 83301
(NOTE: moving mid-Dec. to 1341 Fillmore St. N., call first)
(208) 736-3033
Toll Free: (888) 2-SRBA36 (277-2236)

If your partial decree begins with 57:

IDWR Western Regional Office
2735 Airport Way, Boise, ID 83705
(208) 334-2190
Toll Free: (888) 2-SRBA57 (277-2257)

A Very Important Reminder

While the SRBA continues, the law requires that you notify IDWR if there are any name or address changes. If the property to which the right applies changes hands, please file a change of ownership with the form obtained from an IDWR office. Failure to file an ownership change may result in your right not being included in the final decree at the end of the case, a penalty of up to \$100 and restrictions on water use.

Guide To Reviewing Your Partial Decree Water Right In The Snake River Basin Adjudication



Idaho
Department
of Water
Resources



5th Judicial
District
Court
of Twin Falls

Congratulations

Here's your decreed water right!

You have received your partial decree of water rights in the Snake River Basin Adjudication (SRBA) with this brochure. The partial decree is the SRBA Court's official decision on your water right based on the claim to a water right you submitted.

The term "Partial Decree" simply means your water right represents only a small portion of the future SRBA decree. This partial decree is final; however, you have the opportunity to correct errors and the right to an appeal.

The partial decrees being issued at this time cover only small domestic and stockwater water rights in Water Basins 34, 36 and 57. The first two digits of your water right identify the basin. Please note that contested claims and claims to water rights for irrigation and other uses are still being processed.

This brochure is designed to help answer questions you may have about your water right and to provide a way to get more information or to have your questions answered.

Commonly Asked Questions

1. Do I need to do something?

Yes. Carefully check your partial decree to make sure all the information is correct. If there are errors, call the Idaho Department of Water Resources (IDWR) to request a change form. If you have a question about the decree, contact IDWR for further information. The phone numbers are on the back of this brochure.

If a change is needed, mail the form to IDWR within 60 days of the date printed on your partial decree.

If the partial decree correctly describes your water right, you do not need to do anything more. However, be sure to keep IDWR notified of any changes in ownership for all your water rights.

2. When will processing on my other water rights be completed?

The domestic and stockwater partial decrees are being mailed in numerical batches during Nov. and Dec., 1996. Finalization of partial decrees on irrigation and other non-domestic and non-stockwater rights is ongoing. These partial decrees will be issued as hearings are completed. For more information, contact IDWR.

3. This is a copy of the partial decree for my water right. Where is the original?

The original partial decree for your water right will be retained by the Snake River Basin Adjudication (SRBA) Court, and a certified copy will be permanently archived at IDWR. Copies are available upon request.

4. Why does this partial decree have a different format from the document that was mailed to me in 1992?

The new format has basically the same information as the previous document. We have designed this new format to be more easily read. We also put any remarks near the element of the water right that they modify.

5. When will the SRBA be completed so my partial decree becomes part of the final decree?

The final decree will be issued at the end of the case when all water rights have been reviewed and disputes resolved. The SRBA Court and IDWR are moving forward as quickly as possible. This is a large, complex case with many legal and technical problems to resolve.

We anticipate that finalization of the process will require many more years of hard work. In the meantime, your partial decree represents a completion of the effort to decree your individual water right, and if you are not advised otherwise you can consider this process complete.

6. When will partial decrees be issued for other basins?

The SRBA Court and IDWR are setting up the procedures to issue partial decrees for small domestic and stockwater rights in other basins.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83706-2237

RECEIVED
AUG 09 1993
Department of Water Resources

PRESORTED
FIRST CLASS



OCT 27 1994
MICROFILMED
RETURNED TO SENDER

JOSEPH E BLACK
PO BOX 177
MURTAUGH ID 83344

FORWARDING
ORDER EXPIRED

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

ATTEMPTED
RETURNED TO SENDER
UNKNOWN

UNKNOWN



not here

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

RETURN SERVICE REQUESTED

RECEIVED
MAR 17 1998
Department of Water Resources



IMPORTANT WATER RIGHT INFORMATION

UNKNOWN



Not here

RETURNED
TO
SENDER
ATTEMPTED, NOT KNOWN



IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: February 27, 1998

PAGE: 1

RIGHT NUMBER: 45-10019

NAME AND ADDRESS: PAUL L BRABANT
L CHRISTINA BRABANT
1608 1ST STREET
SPARKS NV 89431

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

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

PRIORITY-DATE: 12/31/1930

POINT OF DIVERSION T11S R20E S07 LOT 1 (NWNW) Within TWIN FALLS County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME, ORCHARD	01-01 12-31	0.06 CFS

PLACE OF USE: STOCKWATER Within TWIN FALLS County

T11S R20E S07 LOT 1 (NWNW)

DOMESTIC Within TWIN FALLS County

T11S R20E S07 LOT 1 (NWNW)

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. 11S20E073020
STOCKWATER, 20 RANGE CATTLE



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

February 27, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

45-10019
PAUL L BRABANT
L CHRISTINA BRABANT
1608 1ST STREET
SPARKS NV 89431

RE: Domestic and/or Stockwater Rights in Basins 41, 43 and 45
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basins 41, 43 and 45. We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in these basins will be recommended in a later process.

Note that you have 120 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in American Falls, Malad City, Burley and Twin Falls, and at all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed later this year as recommended. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely

Karl J. Dreher
Director

Enclosures

AJ5856NP

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

DATE: SEP-9-1997

PAGE: A-12

RIGHT NUMBER: 45-10019

NAME & ADDRESS: PAUL L BRABANT
L CHRISTINA BRABANT
1608 1ST STREET
SPARKS NV 89431

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

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

PRIORITY DATE: 12/31/1920

POINT OF DIVERSION: T11S R20E S07 LOT 1 (NWNW) Within TWIN FALLS County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME, ORCHARD	01-01 12-31	0.06 CFS

PLACE OF USE: STOCKWATER Within TWIN FALLS County
T11S R20E S07 *At NWNW updated 1-8-98*
DOMESTIC Within TWIN FALLS County *KKC*
T11S R20E S07 Lot 1 (NWNW)

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 11S20E073020
STOCKWATER, 20 RANGE CATTLE

Claim proofread by: *[Signature]*

Date: *SEP 22 1997*



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

. Paul Brabant
. Box 9508
. Truckee, CA 96162

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

MAILING DATE: Aug. 3, 1993

RESPONSE DATE: Aug. 23, 1993

RE: NOTICE OF CLAIM NO[S]: A45-10019

Dear Claimant(s):

We are currently preparing the Notice(s) of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Our research indicates there may have been a change in either the ownership or address for the above claim(s). IDWR records currently show the following name and address for the owner of the claim(s) listed above:

. Joseph E. Black
. P.O. Box 177
. Murtough ID 83344

If our current records, as listed above, are not correct please complete the enclosed Change in Ownership or Change of Address form, as appropriate, to correct our records.

Your response must be received in this office by the Response Date indicated above. If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address shown above. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact IDWR at 1-800-451-4129.

Sincerely,

Donald V. Shaff
Manager Adjudication Section

state:region

Enclosures:

Change of Ownership Form

Change of Address Form

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: **A45-10019**

Date Received: 10/ 3/1988

Receipt No: S002695

Received By: ownership change *JK*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PAUL L BRABANT 702-359-7139
Address: 1608 1ST STREET
SPARKS NV 89431

AND

Name: L CHRISTINA BRABANT 702-359-7139
Address: 1608 1ST STREET
SPARKS NV 89431

2. Date of Priority: DEC 31, 1920

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	20E	7	NW	NW	NW	1	TWIN FALLS

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	0.060		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE WITH LAWN, GARDEN & ORCHARD, S/ 20 RANGE CATTLE

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11S	20E	7	NW NW	1	STOCK DOMEST	

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

A45-07270 USED FOR IRRIG. OF SURROUNDING PASTURE.

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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AUG 20 1993

Department of Water Resources
Southern Region Office

NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 12/14/90

LEGAL DESCRIPTION OF PROPERTY: Township 11 South Range 20
Section 7, 1/4 of 1/4 of 1/4 Govt. Lot , BM.
Lot , Block , Subdivision/Townsite . *SEE COPY*
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A45-10019
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Joseph E BLACK (Last known add.)
PO BOX 177
MURTAUGH, ID 83344
- ☐ New Owner/Claimant (Purchaser): PAUL L. BRABANT + CRISTINA BRABANT
- ☐ New Mailing Address: 1608 ~~1st~~ 1st STREET
SPARKS, NV
89431
- ☐ New Telephone Number: (702) 359 - 7139
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s): Paul Brabant Cristina Brabant Date 9/3/93
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

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FOR IDWR USE ONLY:

Initial Review and Data Entry

Date: 8/24/93 By: [Signature]

Further Action Needed: _____

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any: _____

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

CHANGE IN ADDRESS OF NOTICE OF CLAIM

RECEIVED

[] Water Right Number (s): A45-10019

AUG 20 1993

Department of Water Resource
Southern Region Office

Paul L. Brabant & Cristina Brabant

[] Old Mailing Address: PO Box 9508

TRUCKEE, CA 96162

[] New Mailing Address: 1608 1st STREET

SPARKS, NV 89431

New Telephone Number: (702) 359-7139

[] Signature of Claimant: Cristina Brabant

Date: 8/13/93

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

SEND TO YOUR NEAREST
REGION OFFICE:

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

Southern Region Office
222 Shoshone St. East
Twin Falls ID 83301
(208) 734-3578

State Office
1301 N. Orchard St.
Boise, ID 83720
(208) 327-7900

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Eastern Region Office
150 Shoup Ave. #15
Idaho Falls ID 83402
(208) 525-7161

Northern Region Office
1910 Northwest Blvd. #210
Coeur d'Alene ID 83814
(208) 756-4639

RECEIVED

AUG 20 1993

Department of Water Resources
Southern Region Office

EXHIBIT "A"

Township 11 South, Range 20, East of the Boise Meridian, Twin Falls County, State of Idaho.

Section 7: The West 16.6 acres of the South 36.68 acres of Lot 1

EXCEPT that portion thereof described as:

BEGINNING at the Northwest corner of the above described premises;

THENCE South a distance of 125 feet;

THENCE East a distance of 335 feet;

THENCE North a distance of 125 feet;

THENCE West a distance of 335 feet to the POINT OF BEGINNING;

AND EXCEPTING

From the property first above described those premises described as;

BEGINNING at the Northwest corner of said Section 7;

THENCE South 804.73 feet along the West line of said Section 7;

THENCE South 89°54' East a distance of 335 feet to the REAL POINT OF BEGINNING;

THENCE North and parallel with the West line of said Section 7 a distance of 110 feet;

THENCE South 89°54' East a distance of 195 feet;

THENCE South and parallel with the West line of said Section 7 a distance of 110 feet;

THENCE North 89°54' West a distance of 195 feet to the REAL POINT OF BEGINNING;

AND EXCEPTING

From the property first above described those premises described as;

BEGINNING at the Northwest corner of said Section 7;

THENCE South a distance of 804.73 feet along the West line of said Section 7 to the REAL POINT OF BEGINNING;

THENCE South 89°54' East a distance of 530 feet;

THENCE South parallel with the West line of said Section 7 a distance of 250 feet;

THENCE North 89°54' West a distance of 530 feet to a point on the West line of said Section 7;

THENCE North along the West line of said Section 7 a distance of 250 feet to the REAL POINT OF BEGINNING.

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OCT 27 1994

DEED OF TRUST

(WITH POWER OF SALE)

THIS DEED OF TRUST, Made this 14 day of December, 1990 BETWEEN,
PAUL L. BRABANT AND L. CRISTINA BRABANT, husband and wife
herein called "Trustor", whose address is Route 1, Murtaugh, ID 83344

First American Title Company called "Trustee", whose address is P. O. Box 1807, Twin Falls, ID 83301 and

- ☒ BENEFICIAL MORTGAGE CO. OF IDAHO,
☐ BENEFICIAL FINANCE CO. OF IDAHO,
☐ BENEFICIAL IDAHO INC.,

AUG 20 1993

Department of Water Resources
Southern Region Office

a Delaware corporation qualified to do business in Idaho, herein called "Beneficiary".

WITNESSETH: That Trustor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that real property situated in the County of Twin Falls, State of Idaho, containing not more than twenty acres, hereafter referred to as the "Property" and described, as follows:

SEE EXHIBIT "A" ATTACHED

I If this box is checked, this Deed of Trust is subject to a prior deed of trust dated _____, 19_____, executed by _____, as trustor(s) to _____, as trustee for the benefit of _____, as beneficiary, securing payment of a promissory note in the principal amount of \$_____. That prior deed of trust was recorded on _____, 19_____, with the Recorder of _____ County, Idaho in Book _____, page _____.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereafter 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 or Loan Agreement, hereafter collectively referred to as "Note", which is of even date herewith, is executed by Trustor in the Actual Amount of Loan of \$200,000.00 together with interest on unpaid balances of the Actual Amount of Loan (hereafter referred to as the "Indebtedness") at the rate set forth in the Note, final payment due Jan. 14, 192001, and is used to secure payment on all such further sums as may hereafter be loaned or advanced by Beneficiary to Trustor, or any or either of them, while record owner of present interest, for any purpose, and of any notes or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate provided in the notes. Provided, however, that the making of such further loans, advances or expenditures shall be optional with 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, Trustor agrees:

1. To keep the Property in good condition and repair; not to remove or demolish any building on the Property; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed on the Property and to pay, when due, all claims for labor performed and materials furnished for the erection of any building; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary; the specific enumerations herein not excluding general enumerations.
2. To provide, maintain and deliver to Beneficiary evidence of fire insurance satisfactory to and with loss payable to Beneficiary as its interest may appear. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any Indebtedness 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 Trustor. 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 of this Deed of Trust 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 10 days before delinquency all taxes and assessments affecting the Property, when due, all encumbrances, charges and liens, with interest, on the Property, which appear to be prior or superior to this Deed of Trust; all costs, fees and expenses of this Trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions of this Deed of Trust together with interest from date of expenditure at the Rate of Charge set forth in the Note.
6. Should Trustor fail to make any payment or to do any act provided for in this Deed of Trust, then Beneficiary or Trustee, but without obligation so to do, without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Deed of Trust, may make or do the same in such manner and to such extent as either may deem necessary to protect the security. Beneficiary or Trustee is authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security 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 the reasonable fees of counsel.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to the Property 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 or proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its 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 of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness, Trustee may (a) reconvey all or part of said property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon; or (d) join in any extension agreement or any agreement subordinating the lien or charge of this Deed of Trust.
4. Upon (a) written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, (b) surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and (c) payment of its fees, Trustee shall reconvey, without warranty, the Property. 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 instrument may be described as "the person or persons legally entitled thereto."
5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of the Indebtedness or in performance of any agreement in this Deed of Trust, to collect and retain the 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, enter upon and take possession of the Property, sue in its own name for or otherwise collect the 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, to the Indebtedness, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of the rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.
6. Upon default by Trustor in payment of the Indebtedness or in performance of any agreement under this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable, at the option of Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of the Trustee's election to cause to be sold the Property to satisfy the obligations under the Note, and shall cause that notice to be recorded in the office of the Recorder of the county in which the Property is situated.
Notice of sale having been given as then required by law, with not less than the time then required by law having elapsed, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed in the notice of sale, either as a whole or in separate parcels and in such order as Trustee 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 Trustor, Trustee, or Beneficiary, may purchase at such sale.

Trustee shall apply the proceeds of sale to payment of (a) all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest and (b) all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Trustee shall mean the individuals designated herein as "Trustee" and each such person shall be authorized to exercise the powers of Trustee individually or collectively. The term Beneficiary shall mean the holder and owner of the Note secured by this Deed of Trust; or, if the Note has been pledged, the pledgee thereof. 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.

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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. Upon the death of one of the Trustors, at the option of Beneficiary, the unpaid balance of the Indebtedness, together with accrued interest, may become immediately due and payable.

10. In the event of death, incapacity, disability or resignation of any one or more of the Trustees, Beneficiary may substitute a trustee or trustees to execute the Trust created by this Deed of Trust, and when any such substitution has been filed for record in the office of the Recorder of the county in which the Property is situated, it shall be conclusive evidence of the appointment of substitute trustee or trustees. The new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named in this Deed of Trust.

11. Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor at his address set forth above.

12. If Trustors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Beneficiary, then Beneficiary, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Beneficiary and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Beneficiary, including, if required, an increase in the Rate of Charge.

13. Trustors will pay and keep current the monthly instalments on the prior deed of trust and to prevent any default thereunder. Trustors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior deed of trust, or should any suit be commenced or other action taken to foreclose the prior deed of trust, then the amount secured by this Deed of Trust shall become and be due and payable in full at any time thereafter, at the option of Beneficiary and in accordance with the Note. Beneficiary, at its option, may pay the scheduled monthly instalments on the prior deed of trust and, to the extent of the amount so paid, become subrogated to the rights of the beneficiary identified in the prior deed of trust. All payments made by Beneficiary on the loan secured by the prior deed of trust shall bear interest at the Rate of Charge until paid in full.

IN WITNESS WHEREOF, Trustor has set his hand and affixed his seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

Bug Ziss
Witness

Donna Johnson
Witness

Paul L. Brabant
Paul L. Brabant (Seal)

L. Cristina Brabant
L. Cristina Brabant (Seal)

(Seal)

(Seal)

STATE OF IDAHO, COUNTY OF Twin Falls

On this 14 day of December, 1990

before me, a Notary Public in and for said State, personally appeared Paul L. Brabant and L. Cristina Brabant

proved on

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

L. Van Dael
Notary Public

Residing at Twin Falls Idaho.

Commission Expires: 10-30-95

STATE OF IDAHO, COUNTY OF

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

at _____ minutes past _____ o'clock _____ M.,

this _____ day of _____, 19____

in my office, and duly recorded in Book _____, page _____

Ex Officio Recorder

By _____ Deputy

Fees \$ _____

Mail to: _____

DEED OF TRUST
(WITH POWER OF SALE)

(Trustor)

(Trustee)

☐ BENEFICIAL MORTGAGE CO. OF IDAHO
☐ BENEFICIAL FINANCE CO. OF IDAHO
☐ BENEFICIAL IDAHO INC.

(Beneficiary)

Dated: _____, 19____

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

TO: _____ TRUSTEE: _____

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to BENEFICIAL MORTGAGE CO. OF IDAHO.
The undersigned hereby certifies that

☐ BENEFICIAL MORTGAGE CO. OF IDAHO
☐ BENEFICIAL FINANCE CO. OF IDAHO
☐ BENEFICIAL IDAHO INC.

is the owner and holder of the debt mentioned in this Deed of Trust and that the same has never been assigned or transferred.

Attest: _____
(Seal)

Secretary

By WICKHOF WED
Vice President

SD-0601-2 Last Name: BLACK

STATE

S	First	O	Water	Priority		Total	Use	
E	Name	N	Right No.	Date	Source	Diversion	Code	Desc
L								
-	BLACK							
-	JOSEPH E.	C	A45-07270	07/25/1974	GROUNDWATER	0.030	01	IRR
-	JOSEPH E.	C	A45-10019	12/31/1920	GROUNDWATER	0.060	43	DOMEST
-							04	STOCK
-	JOSEPH E	C	R45-10019	12/31/1920	GROUNDWATER	0.060	43	DOMEST
-							04	STOCK
-	BLACK JACK RANCH INC							
-		C	R45-10514	04/01/1958	GROUNDWATER	0.040	43	DOMEST
-		C	R45-10513	04/01/1900	SPRINGS	0.160	04	STOCK
-	BLACK JACK RANCH INC.							
-		O	A45-00246	04/12/1892	HOWELL CREE	3.600	01	IRR
-					SPLIT RIGHT			
-	BLACK JACK RANCH, INC.							
-		C	A45-00236	04/12/1892	BROAD HOLLO	2.100	01	IRR
-							04	STOCK
-		C	A45-00240	04/12/1892	ROSE CREEK	4.460	01	IRR

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED

OCT 27 1994

SD-0604-2 Township: 11S Range: 20E Section: 7 Tract: Lot: 50

S	L	STATE	O	S	Max #	Records	50			
E	O	Water	Name	W	T	Priority	Use			
L	Tract	T	Right No.	Last, First	N	AC	G	Date	Code	Desc
			A45-10019	BLACK, JOSEPH E.	C		J	12/31/1920	43	DOMEST
			A45-10167	ESPE, JAMES O.	C		J	06/21/1961	43	DOMEST
			R45-10019	BLACK, JOSEPH E	C		J	12/31/1920	43	DOMEST
					C		J	05/20/1951	43	DOMEST
NENE			A45-10239	FUNK, DARRELL	C		J	05/20/1951	43	DOMEST
				FUNK, DAVID	C					
NENE			A01-00209Z5	LARGE CLAIM	C	40	D	01/01/1901	39	GWR FS
NENE			R45-10239	FUNK, DARRELL	C		J	05/20/1951	43	DOMEST
				FUNK, DAVID	C					
NWNE			A01-00209Z5	LARGE CLAIM	C	36	D	01/01/1901	39	GWR FS
NWNE			A45-10207	SILVERS, JOHN W.	C		J	12/31/1912	43	DOMEST
				SILVERS, BERYL J.	C				04	STOCK
NWNE			A45-10207	SILVERS, JOHN W.	C		J	12/31/1912	43	DOMEST
				SILVERS, BERYL J.	C				04	STOCK

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED
OCT 27 1994



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

24-Aug-1993

PAUL L BRABANT
L CHRISTINA BRABANT
1608 1ST STREET
SPARKS NV 89431

Re: Ownership Change for Adjudication Claim #A45-10019 -
BLACK/BRABANT

Dear Claimant(s):

Pursuant to notification that you presently own the property in which the above referenced Adjudication Claim is appurtenant, the Department has changed the record of the current owner as you requested. Please find enclosed a copy of the computer record of the claim noting the change in claimant.

Please review the record and if you have any corrections or questions, please feel free to call this office.

Sincerely,


Jeanie Robertson
Records Clerk

/jr
Enclosures

MICROFILMED
OCT 27 1994

Water Right Number - R45-10019

Prefix Translation: RESEARCH

Old (D) Number -

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

*** C - CURRENT OWNER ***
BRABANT

PAUL L

1 - 1608 1ST STREET
2 -
3 -

City- SPARKS State- NV Zip- 89431

Phone - 702-359-7139

BRABANT

L CHRISTINA

1 - 1608 1ST STREET
2 -
3 -

City- SPARKS State- NV Zip- 89431

Phone - 702-359-7139

*** O - ORIGINAL OWNER ***
BLACK

JOSEPH E

1 - PO BOX 177
2 -
3 -

City- MURTAUGH State- ID Zip- 83344

Phone - 208-432-5272

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
12/31/1920 17 SOUTHERN J - BENEFICIAL USE

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

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County
11S 20E 7 NW NW 1 (83) TWIN FALLS

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
43 - DOMESTIC 01/01 12/31 0.060
04 - STOCKWATER 01/01 12/31 0.020

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.060 0.0

+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
11S 20E 7 04 STOCKWATER (83) TWIN FALLS
11S 20E 7 NW NW 1 43 DOMESTIC (83) TWIN FALLS

Total Acres:

+ - - Diversion Means - WELL & PUMP.

+ - - Non-Irrigation Use - DOMESTIC, 1 HOME, ORCHARD; STOCKWATER, 20 RANGE CATTLE

MICROFILMED
OCT 27 1994

MICROFILMED
OCT 27 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

. Paul Brabant
: Box 9508
: Truckee, CA 96162

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

MAILING DATE: Aug. 3, 1993

RESPONSE DATE: Aug. 23, 1993

RE: NOTICE OF CLAIM NO[S]: A45-10019

Dear Claimant(s):

We are currently preparing the Notice(s) of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Our research indicates there may have been a change in either the ownership or address for the above claim(s). IDWR records currently show the following name and address for the owner of the claim(s) listed above:

. Joseph E. Black
: P.O. Box 177
: Murtaugh ID 83344

If our current records, as listed above, are not correct please complete the enclosed Change in Ownership or Change of Address form, as appropriate, to correct our records.

Your response must be received in this office by the Response Date indicated above. If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address shown above. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact IDWR at 1-800-451-4129.

Sincerely,

Donald V. Shaff
Manager Adjudication Section

state:region

Enclosures:

Change of Ownership Form
Change of Address Form

MICROFILMED
OCT 27 1994

WATER RIGHT NUMBER - A45-10019

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

+ - - - - LAST NAME - - - - + + - FIRST NAME - - + + - - - - - ADDRESS - - - - - +

*** C - CURRENT OWNER ***
BLACK

JOSEPH E.

1 - P.O. BOX 177

2 -

3 -

CITY- MURTAUGH

PHONE - 208-432-5272

STATE- ID ZIP- 83344

+ - - PRIORITY DATE - - + + - - - REGION - - - + + - - - STAGE - - - + + - - - STATUS - - - - +
12/31/1920 17 SOUTHERN J - BENEFICIAL USE

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

+ - - - - - POINT OF DIVERSION - - - - - +
TWN RNG SEC TRACT LOT RFLG COUNTY STREAM INDEX (BLANK IF NO INDEX CODE)

11S 20E 7 NW NW 1 (83) TWIN FALLS

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

43 - DOMESTIC 01/01 12/31 0.060

04 - STOCKWATER 01/01 12/31 0.020

+ - TOTAL DIV. RATE - + + - TOTAL DIV. VOLUME - + + - TOTAL DIV. CAPACITY - + + - TOTAL CONSUMPTIVE USE - + + - KW USAGE - +
0.060 0.0

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

11S 20E 7 04 STOCKWATER (83) TWIN FALLS

11S 20E 7 NW NW 1 43 DOMESTIC (83) TWIN FALLS

+ - - DIVERSION MEANS - WELL & PUMP.

+ - - NON-IRRIGATION USE - D/ 1 HOUSE WITH LAWN, GARDEN & ORCHARD, S/ 20 RANGE CATTLE

+ - - OTHER RIGHTS FOR SAME USE - A45-07270 USED FOR IRRIG. OF SURROUNDING PASTURE.

+ - - - - - REMARKS - - - - - +
NO REMARKS FOUND.

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

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

+ - - - - DECREE PLAINTIFF - - - + + - - - - DECREE DEFENDANT - - - +

MICROFILMED
OCT 27 1994

WATER RIGHT NUMBER - A45-10019

PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - - AUDIT FIELDS - 10/03/88 MERRITT 10/17/89 REFUNDML

```

+-----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	-	10/03/1988	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	-	S002695	FEDERAL/STATE INDICATOR	-	S
CLAIMS TAPE ERROR FLG	-		POU OWNERSHIP FLAG	-	Y	PRESUMPTION FLAG	-	
FEE EXEMPT FLAG	-		NAME CONNECTOR	-		NOTICE OF ERROR FLAG	-	

115 20 E 07 30 20
338 8 4500 E

Brabant, Paul C
Box 9508
Truckee, Ca 96162

CHANGE OF OWNERSHIP
LETTER SENT 8-3-93 JJ

DATA ENTRY
ENTERED
CHECKED

"Verified By"
 Topo Map/Ortho-PQ
 AECG Map
 Watermaster Records
 NADP Photos
 Field Exam
 Other (See Remarks)
 County Records
 Witness Statement
 Project Records
 IDWR Records

VERIFIED
FEB 14 1993

CERTIFIED
FEB 25 1993
WATER EXAMINER

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: A45-10019

Date Received:

Receipt No: 5002695

Received By: ADm

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOSEPH E. BLACK 208-432-5272
Address: P.O. BOX 177
MURTAUGH, ID 83344

2. Date of Priority: DEC 31, 1920

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	20E	7	NW	NW		1	TWIN FALLS

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	0.060		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE WITH LAWN, GARDEN & ORCHARD, S/ 20 RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	20E	7	NW	NW	1	STOCK DOMEST	

A45-10019

Page 1

Date: 10/03/88

MICROFILMED

MAR 08 1993

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

A45-07270 USED FOR IRRIG. OF SURROUNDING PASTURE.

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: 1

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):

Joseph E. Black

Date: Oct 3 - 88

Date: _____

State of Idaho

County of Twin Falls

)
SS.

Subscribed and sworn (or affirmed) before me this

3rd

day

of Oct. 19 88

Alfred J. Meritt
Notary Public

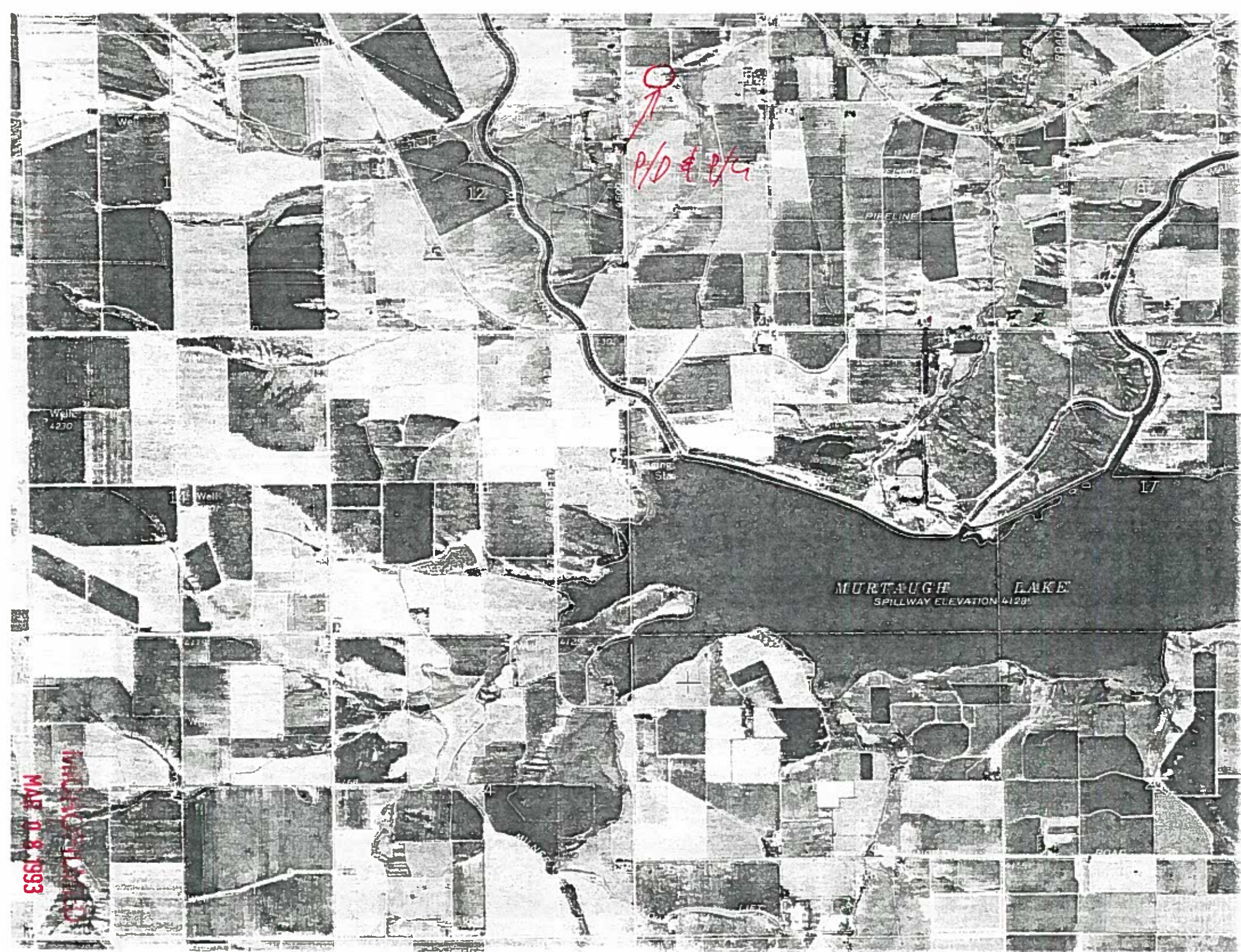
Seal

Residing at

Kimberly Id2

My Commission Expires

6/30/94



MAILED
MAY 18 1993