

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 37-208G
Date Received: 12/20/1988
Receipt No: X999999
Received By:

AMENDED

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CONRAD V CASSER
PO BOX 3073
HAILEY ID USA 83333

Phone: (208)788-7714

MINNA H CASSER
PO BOX 3073
HAILEY ID USA 83333

Phone: (208)788-7714

2. Date of Priority: 06/01/1880

3. Source: CROY CREEK

Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	17E	35	SE NW NE	BLAINE	

5. Description of diverting works:

PUMPED FROM CREEK AND PIPED TO PLACE OF USE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/31	0.55	50.4
STOCKWATER	01/01	12/31	0.01	0.4

7. Total Quantity Appropriated is:
0.55 C.F.S. and/or 50.4 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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02N	17E	35	NW	NE	STOCKWATER	
			NW	NE	IRRIGATION	14.4
					Section Acres	14.4
					Total Acres	14.4

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS THE SAME AS WATER RIGHT 37-208E.

CLAIM AMENDED PER APPROVED TRANSFER #5439

OWNESHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO WEBER/BRUNETTO. THEY THEN SPLIT THE TWO LOTS. A37-00208F BELONGS TO WEBER/BRUNETTO WITH 19.6 ACRES (.83 CFS) OF 1A. A37-00208G BELONGS TO DOLLAR/LINDSEY WITH 18.4 ACRES (.77 CFS) OF 1B. WARRANTY DEEDS AND QUITCLAIMS WERE GIVEN. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO.
 TLB 11/28/95 *****
 9/20/99, OWNERSHIP CHANGE LINDSAY/DOLLAR TO CASSER AS PER FORM 1409 AND WARRANTY DEED RECD 7/28/98. ALSO ADDED JAMES SPECK AS ATTORNEY AS PER NOA, RECD7/28/99. C.T.

Place of use is located within Lot 1B, Croy Creek Meadows Subdivision.

Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

15. Basis of Claim: Decreed

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: A37-00208G
Date Received: 12/20/1988
Receipt No: X777777
Received By: *H. owner change*

~~COPY FOR
YOUR FILES~~

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

~~COPY FOR
YOUR FILES~~

- 1. Name: CONRAD CASSER 208-788-7714
Address: PO BOX 3073
HAILEY ID 83333
- AND
- Name: MINNA CASSER 208-788-7714
Address: PO BOX 3073
HAILEY ID 83333

- 2. Date of Priority: JUN 1, 1880
- 3. Source: CROY CREEK Trib. to: BIG WOOD RIVER
- 4. Point of Diversion:

Township	Range	Section	1/4	of 1/4	of 1/4	Lot	County
02N	17E	34	SE	SE	NE		BLAINE
		35	SE	NW	NE		BLAINE
			SE	NE	NW		BLAINE

- 5. Description of diverting works:
EARTH FILLED HEADGATES

- 6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.770		
STOCKWATER	01/01	12/31	0.010		

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

A.F.A.

- 8. Total consumptive use is 45.6 Acre Feet Per Annum.

- 9. Non-irrigation uses:
S/20 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	17E	35	NW	NE		IRR	18.4
			NW	NE		STOCK	
						Section Acres	18.4
						Total Acres	18.4

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-12753

14. Remarks:

OWNERSHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO WEBER/BRUNETTO. THEY THEN SPLIT THE TWO LOTS. A37-00208F BELONGS TO WEBER/BRUNETTO WITH 19.6 ACRES (.83 CFS) OF 1A. A37-00208G BELONGS TO DOLLAR/LINDSEY WITH 18.4 ACRES (.77 CFS) OF 1B. WARRANTY DEEDS AND QUITCLAIMS WERE GIVEN. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO.
 TLB 11/28/95

 9/20/99, OWNERSHIP CHANGE LINDSAY/DOLLAR TO CASSER AS PER FORM 1409 AND WARRANTY DEED REC'D 7/28/98. ALSO ADDED JAMES SPECK AS ATTORNEY AS PER NOA, REC'D 7/28/99. C.T.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MC ATEE
Decree Plaintiff

FAULKNER/BUTER
vs Decree Defendant

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

RECEIVED

JUL 28 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page
Incomplete forms will be returned.

Department of Water Resources
Southeastern Region

1. Water Right Number(s) _____

Adjudication Claim Number(s) A37-00208G, A37-13753

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

A. A copy of the most recent DEED, TITLE, POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Services Agency (formerly ASCS) AERIAL PHOTO with irrigated acre outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Deidre Ann Lindsay and Steven J. Dollar
Owner/Claimants P.O. Box 1049, Ketchum, ID 83340

4. New Owner/Claimant(s) Conrad and Minna Casser
Name connector (check one): [] AND, [] OR, [X] AND/OR

New Mailing Address P.O. Box 3073
City, State and ZIP Code HAILEY, ID 83333 } zone c

New Telephone Number (208) 788-7714

5. Date you acquired the property July 2, 1998

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water rights(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS Number of homes Other uses
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Conrad V. Casser Date July 22, 1998
Owner/Claimant(s) Minna V. Casser Date July 22, 1998

Date _____
(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

ok
[Signature]

Order No. 24221

This document may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

WARRANTY DEED

FOR VALUE RECEIVED

DEIDRE ANN LINDSAY, an unmarried woman, as to an undivided 15% interest and STEVEN J. DOLLAR, an unmarried man, as to an undivided 85% interest

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

CONRAD V. CASSER and MINNA H. CASSER, husband and wife

GRANTEE(s) whose address is: 16 Tall Pines Road, Durham, NH 03824

the following described real property in Blaine County, Idaho, to wit:

Lot 1B of the REPLAT OF LOTS 1A AND 1B OF THE REPLAT OF LOTS 1A AND 1B, CROY CREEK MEADOWS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 358648, records of Blaine County, Idaho.

TOGETHER WITH all water rights appurtenant thereto including, but not limited to, those water rights claimed in Twin Falls County District Court Civil No. 39576, In Re Adjudication of Rights to the Use of Water from the Snake River Basin Water System, as Claim Nos A37-00208G and A37-13753.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: June 26, 1998

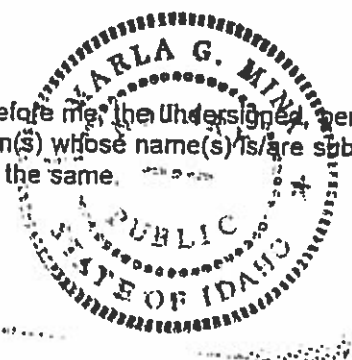
Deidre Ann Lindsay
DEIDRE ANN LINDSAY

Steven J. Dollar
STEVEN J. DOLLAR

State of Idaho }
County of Blaine } ss.

On this 30th day of June, in the year 1998, before me, the undersigned, personally appeared DEIDRE ANN LINDSAY, known or identified 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.

WITNESS my hand and official seal.
Marla G. Minna
Notary Public
Commission Expires: 12/01/2000



State of Hawaii }
County of Honolulu } ss.

On this 26th day of June in the year 1998, before me, the undersigned, personally appeared Steven J. Dollar known or identified 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.

WITNESS my hand and official seal.

Norma O. L. [Signature]

Notary Public

Commission Expires: 11/29/99

J:\scrow\formstwd

LS

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: A37-00208G
Date Received: 12/20/1988
Receipt No: X777777
Received By: *OK split*
MLB

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

- 1. Name: STEVE DOLLAR 208-788-3101
Address: PO BOX 1049
KETCHUM ID 83340
AND/OR
Name: DEIDRIE ANN LINDSEY 208-788-3101
Address: PO BOX 1049
KETCHUM ID 83340

- 2. Date of Priority: JUN 1, 1880
- 3. Source: CROY CREEK Trib. to: BIG WOOD RIVER
- 4. Point of Diversion:

Township	Range	Section	1/4	of 1/4	of 1/4	Lot	County
02N	17E	34	SE	SE	NE		BLAINE
		35	SE	NW	NE		BLAINE
			SE	NE	NW		BLAINE

- 5. Description of diverting works:
EARTH FILLED HEADGATES
- 6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.770		
STOCKWATER	01/01	12/31	0.010		
- 7. Total Quantity Appropriated is:
0.770 C.F.S. (and/or) A.F.A.
- 8. Total consumptive use is 45.6 Acre Feet Per Annum.
- 9. Non-irrigation uses:
S/20 HORSES

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	17E	35	NW	NE		IRR	18.4
			NW	NE		STOCK	
						Section Acres	18.4
						Total Acres	18.4

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-12753

14. Remarks:

OWNESHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO WEBER/BRUNETTO. THEY THEN SPLIT THE TWO LOTS. A37-00208F BELONGS TO WEBER/BRUNETTO WITH 19.6 ACRES (.83 CFS) OF 1A. A37-00208G BELONGS TO DOLLAR/LINDSEY WITH 18.4 ACRES (.77 CFS) OF 1B. WARRANTY DEEDS AND QUITCLAIMS WERE GIVEN. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO.
TLB 11/28/95

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MC ATEE

Decree Plaintiff

FAULKNER/BUTER

vs Decree Defendant



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: 4/20/99

RECEIVED

LEGAL DESCRIPTION OF PROPERTY: Township 2N Range 17E
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM. _____
Lot 13, Block, _____, Subdivision/Townsite _____

NOV 22 1995
Department of Water Resources
Southern Region

[] 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: A37-00208E

[] Name and Address of Former Owner/Claimant(s)(Seller):
Bruce Butler
P.O. box 478
Hailey ID 83340

[] New Owner/Claimant (Purchaser):
Steve Dollat / Deidrie Ann Lindsay

[] New Mailing Address:
P.O. box 1049
Ketchum ID 83340

[] New Telephone Number: (208) 788-3101

[] 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:

1/2 Everything

[] 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): [Signature] Date 11/18/95

[] Signature of Former Owner/Claimant(s): [Signature] Date 11/10/95

[] 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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NOV 22 1995

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: 11-20-95 By: TKB
 Claim Numbers of Split, if any:
A37-00208E + A37-00208G

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



Order No. 19935459
This form furnished by
Blaine County Title Associates

WARRANTY DEED

For Value Received **GARRY A. WEBER, AN UNMARRIED MAN AND MICHAEL BRUNETTO, AN UNMARRIED MAN**

the Grantor hereby grants, bargains, sells, conveys and warrants unto **STEVEN DOLLAR, AN UNMARRIED MAN**

the Grantee whose current address is: **4467 SIERRA DRIVE, HONOLULU, HAWAII 96816**

the following described premises, to-wit:

Lot 1B of A REPLAT OF LOTS 1A AND 1B OF REPLAT OF LOTS 1A AND 1B OF CROY CREEK MEADOWS, according to the official plat thereof, recorded November 3, 1993, as Instrument No. 358648, records of Blaine County, Idaho.

BLAINE CO. REQUEST
OF BLAINE COUNTY TITLE

1994 APR 28 P 3:34

365248

MARY GREEN, CLERK *mm*
FEES \$6.00

Deal

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: March 31, 1994

Garry Weber by Michael Brunetto
GARRY A. WEBER, *Atty in Fact*

[Signature]
MICHAEL BRUNETTO

State of Idaho
County of Blaine

On this 22nd day of April, 1994, before me, the undersigned, a Notary Public, in and for said State, personally appeared MICHAEL BRUNETTO

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Marta G Mink
Notary Public
Residing at: Beleem
Commission Expires: 12/1/94



MICROFILM
NOV 22 1994

Order No. 19935459
This form furnished by
Blaine County Title Associates

State of IDAHO

ss.

County of BLAINE

On this 22nd day of April, 1994, before me, the undersigned, a Notary Public, in and for said State, personally appeared MICHAEL BRUNETTO

as the Attorney-in-fact of GARRY A. WEBER, known to me to be the person whose name is subscribed and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same on behalf of him.

WITNESS MY HAND AND OFFICIAL SEAL.

Marla G Mink

Notary Public

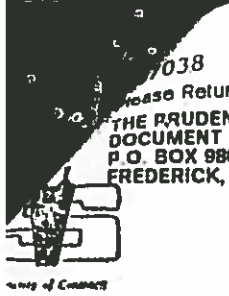
Residing at: BELLEVUE

Commission Expires: 12/01/94

(Acknowledgment - Power of Attorney)



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NOV 22 1996



038
 Please Return Recorded Document To:
THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.
DOCUMENT MANAGEMENT
P.O. BOX 980
FREDERICK, MD 21705-0980

4464903TEM

[Space Above This Line for Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 26, 1995
 The grantor is STEVEN J. DOLLAR, AN UNMARRIED PERSON

..... ("Borrower"). The trustee is PIONEER TITLE COMPANY OF ADA COUNTY ("Trustee"). The beneficiary is THE PRUDENTIAL HOME MORTGAGE COMPANY, INC., which is organized and exists under the laws of THE STATE OF NEW JERSEY, and whose address is
800 MARYLAND AVENUE, SUITE 1400, CLAYTON, MO. 63105

("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED SIXTY THOUSAND AND NO/100 Dollars (U.S. \$ 260,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2010, This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in BLAINE..... County, Idaho:

LOT 1B OF A REPLAT OF LOTS 1A AND 1B OF REPLAT OF LOTS 1A AND 1B OF CROY CREEK MEADOWS, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 3 1993, AS INSTRUMENT NO. 358848, RECORDS OF BLAINE COUNTY, IDAHO.

which has the address of 549 CROY CREEK RD
 [Street]

..... HAILEY, Idaho 83333 ("Property Address");
 [City] [Zip Code]

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

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval

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NOV 22 1996 FORM 3013 09/90 (Page 2 of 6 Pages)
EC998L Rev. 09/09/91

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

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Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

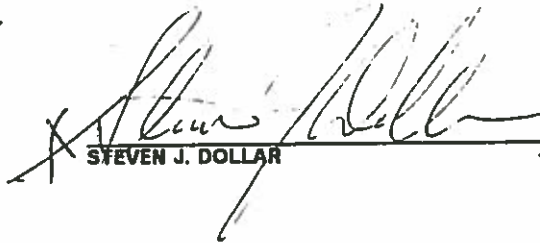
24. **Area and Location of Property.** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:



STEVEN J. DOLLAR (Seal)
-Borrower

[Space Below This Line for Acknowledgment]

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State of Hawaii
City
County of Honolulu

ss.

On this 2nd day of October, 1995, before me, the undersigned, a Notary Public, in and for said State, personally appeared STEVEN J. DOLLAR

known to me, and/or identified to me on the basis of
satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Panula P. Iman
Notary Public
Residing at: Hawaii
Commission Expires: 7/29/97

L.S.

(Acknowledgment - Individuals)

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NOV 22 1996



QUITCLAIM DEED

THIS INDENTURE, Made this 26th day of September

in the year of our Lord one thousand nine hundred and ninety five
STEVEN J. DOLLAR, AN UNMARRIED MAN

between

as Grantor and

DEIDRIE ANN LINDSEY, AN UNMARRIED WOMAN, AS TO AN UNDIVIDED 20% INTEREST
AND STEVEN J. DOLLAR, AN UNMARRIED MAN, AS TO AN UNDIVIDED 80% INTEREST as Grantee

whose current address is P.O. BOX 1049, KETCHUM, ID 83340

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

Lot 1B of a REPLAT OF LOTS 1A AND 1B OF REPLAT OF LOTS 1A AND 1B OF CROY CREEK MEADOWS, according to the official plat thereof, recorded November 3, 1993, as Instrument No. 358648, records of Blaine County, Idaho.

Handwritten: 383125
BLAINE CO. REQUEST
OF BLAINE COUNTY TITLE
'95 OCT 11 PM 3 25
MARY GREEN, CLERK
FEES \$ 300

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

Handwritten signature of Steven J. Dollar

STEVEN J. DOLLAR

State of Hawaii
City of _____
County of Honolulu

On this 2ND day of October, 1995, before me, the undersigned, a Notary Public, in and for said State, personally appeared STEVEN J. DOLLAR

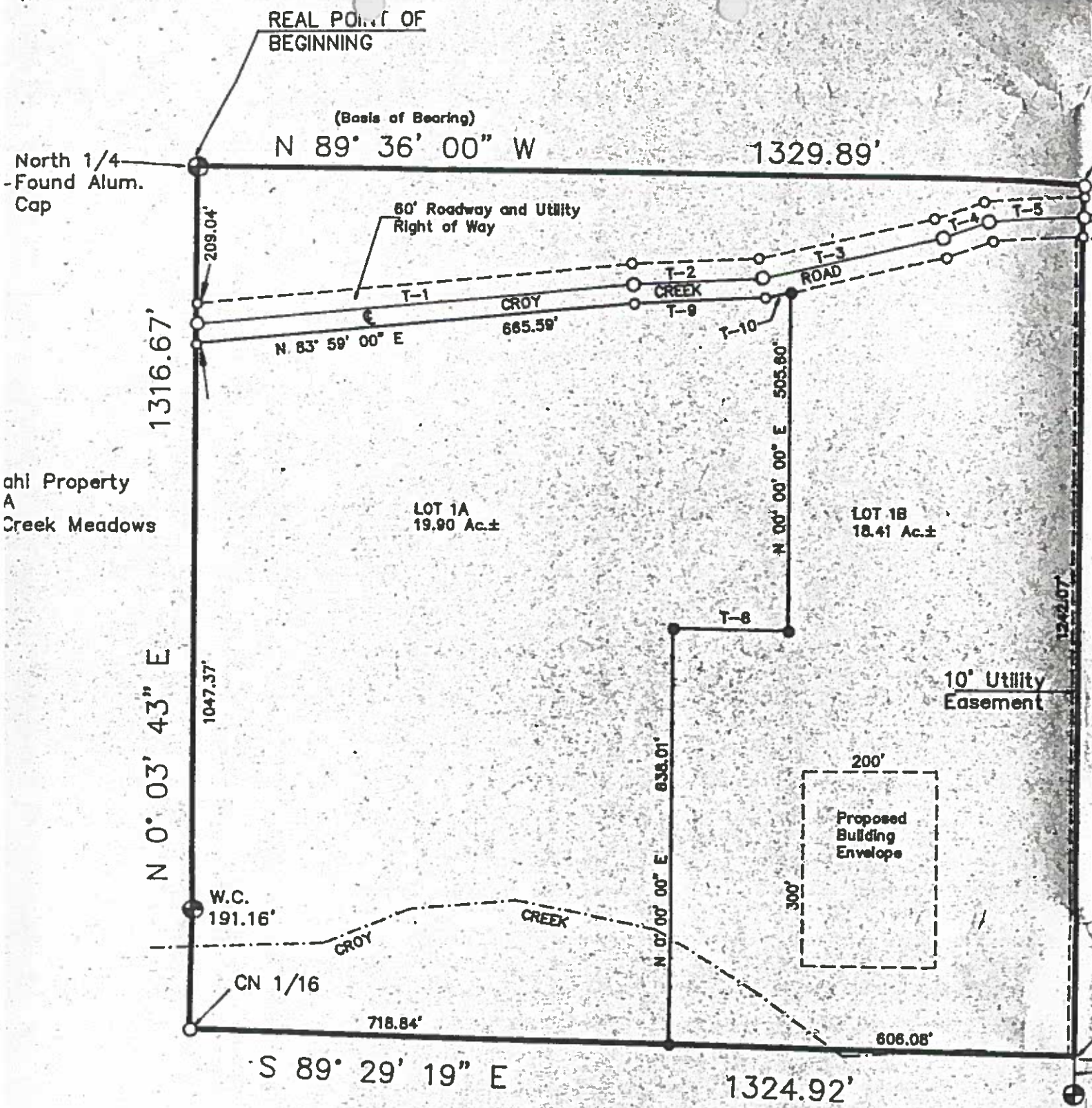
known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Handwritten signature of Pamela S. Green

Notary Public
Residing at: HAWAII
Commission Expires: 7/29/97





Lot 1 Rancho Cielo Subdivision

TANGENT TABLE

No.	Bearing	Distance
T-1	S 83° 59' 00" W	663.98'
T-2	S 87° 00' 00" W	190.00'
T-3	S 77° 00' 00" W	273.00'

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01/12/2007

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

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Bas	Seque	Suf	Basis	Status	Priority Date	Rate(cfs)	Owner(s)	Source Table	Comments
37	208	A	Decreed	Active	1880-06-01	1.6	DIAMOND A LIVESTOCK INC ; FAULKNER LAND & LIVESTOCK CO INC	AJ Claim	
37	208	B	Decreed	Active	1880-06-01	0.2	DEHLMAR, GEORGE A ; DEHLMAR, RUTH M ; ROWLAND, DENZEL R ; ROWLAND, MARY S	AJ Claim	T-3231
37	208	C	Decreed	Active	1880-06-01	0.4	BERGDAHL, ROBERT	AJ Claim	
37	208	D	Decreed	Active	1880-06-01	0.4	CLARKE, LESLIE	AJ Claim	T-4257
37	208	F	Decreed	Active	1880-06-01	0.43	FERRIS, GREG ; FERRIS, LEE ANN	AJ Claim	T-5473
37	208	G	Decreed	Active	1880-06-01	0.55	CASSER, CONRAD V ; CASSER, MINNA H	AJ Claim	T-5439
					Subtotal 208	3.58			
37	208	E		See Remarks	1880-06-01	1.6		AJ Claim	See 208F and 208G
37	548		Decreed	Active	1880-06-01	3.8	BENJAMIN & HELEN CROCKER TRUST	AJ Claim	
37	4405		Statutory Claim	Closed	1880-06-01	0.04	COUNTY OF BLAINE RECREATION DIST	AJ Claim	
37	208	A	Decreed	Active	1880-06-01	1.6	DIAMOND A LIVESTOCK INC ; FAULKNER LAND & LIVESTOCK CO INC	AJ Rec	
37	548		Decreed	Active	1880-06-01	3.8	BENJAMIN & HELEN CROCKER TRUST COUNTY OF BLAINE RECREATION DIST ;	AJ Rec	
37	4405		Beneficial Use	Closed	1880-06-01	0.04	UNITED STATES OF AMERICA ACTING THROUGH	AJ Rec	
37	208	B	Decreed	Active	1880-06-01	0.2	DEHLMAR, GEORGE A ; DEHLMAR, RUTH M ; ROWLAND, DENZEL R ; ROWLAND, MARY	wrWaterRight	
37	208	C	Decreed	Active	1880-06-01	2.42	ERVIN, MARY E	wrWaterRight	
37	208	D	Decreed	Active	1880-06-01	0.4	CLARKE, LESLIE	wrWaterRight	
37	208	E	Decreed	Active	1880-06-01	0.55	CASSER, CONRAD V ; CASSER, MINNA H	wrWaterRight	
37	208	F	Decreed	Active	1880-06-01	0.43	FERRIS, GREG ; FERRIS, LEE ANN	wrWaterRight	
					Subtotal 208	4			
37	548		Decreed	Active	1880-06-01	entire flow	PLUMMER, JOSEPH J	wrWaterRight	source = hot springs cr
37	4405		Decreed	Active	1880-06-01	0.04	COUNTY OF BLAINE RECREATION DIST ; UNITED STATES OF AMERICA ACTING THROUGH	wrWaterRight	

09/22/2006

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

RIGHT NUMBER: 37-208G

NAME AND ADDRESS: CONRAD V CASSER
PO BOX 3073
HAILEY ID 83333

MINNA H CASSER
PO BOX 3073
HAILEY ID 83333

SOURCE: CROY CREEK

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.500 CFS
45.500 AFY

This right when combined with all other rights shall provide no more than 3.5
afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 06/01/1880

POINT OF DIVERSION: T02N R17E S35 SENWNE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.010 CFS 0.40 AFY
IRRIGATION	04/15 10/31	0.500 CFS 45.50 AFY

PLACE OF USE: IRRIGATION Within BLAINE County

T02N R17E S35 NWNE 13.00

STOCKWATER Within BLAINE County

T02N R17E S35 NWNE

13 ACRES TOTAL

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

Place of use is located within Lot 1B, Croy Creek Meadows Subdivision.

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.

09/22/2006

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.





Idaho Department of Water Resources

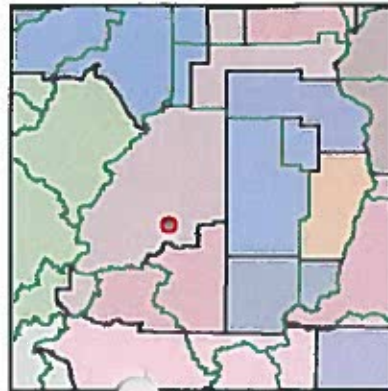
SRBA Recommendation:

37-208G

(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



R17E

26

T02N

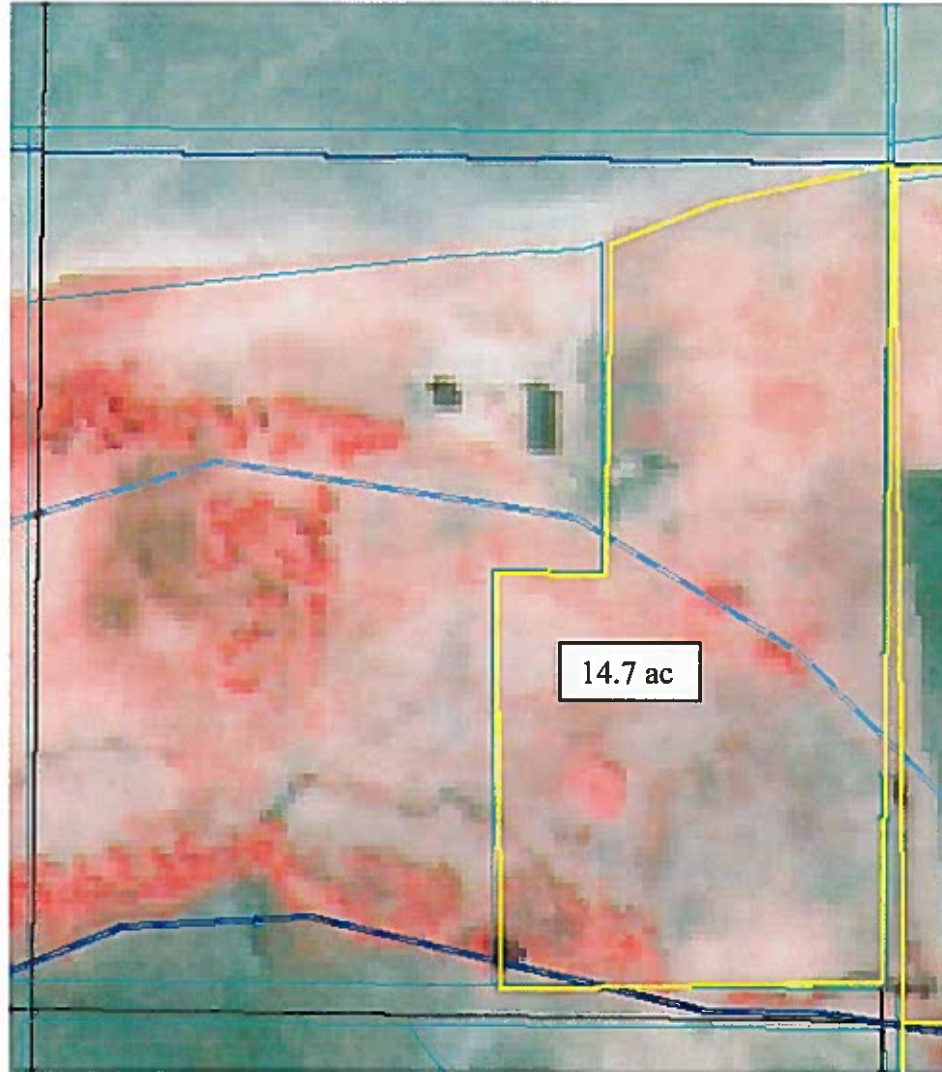
NWNE

35

0 0.1 0.2 Miles

Prepared by E. NORQUES
On Tuesday, September 26, 2006
1987/88 Aerial Photography

Conrad Casser
37-208G T-5439





Southern

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5439
WATER RIGHT NO. 37-00208E

RECEIVED
MAR 23 2000
Department of Water Resources
Southern Region

This is to certify that: **MINNA H CASSER**
CONRAD V CASSER
PO BOX 3073
HAILEY ID 83333

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/31	0.55 CFS	50.4 AF
STOCKWATER	01/01 to 12/31	0.01 CFS	0.4 AF
Totals		0.55 CFS	50.4 AF

<u>SOURCE</u>	<u>TRIBUTARY OF</u>
CROY CREEK	BIG WOOD RIVER

Priority: 06/01/1880

LOCATION OF POINT(S) OF DIVERSION: SENWNE , Sec. 35, Township 02N, Range 17E
BLAINE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N	17E	35	NWNE	14.4		14.4
Total number of acres irrigated:						14.4

PLACE OF USE: STOCKWATER, same as IRRIGATION use

CONDITIONS OF APPROVAL AND REMARKS

1. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
2. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

27-00208E D # 5439

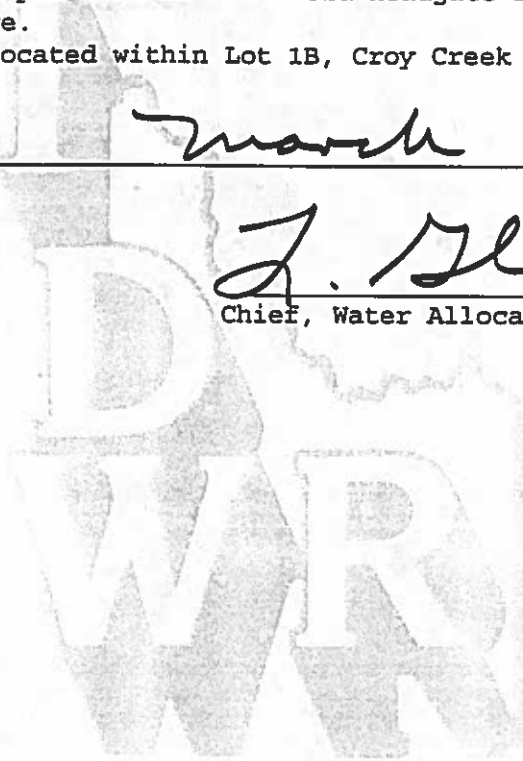
TRANSFER NO. 5439
WATER RIGHT NO. 37-00208E

CONDITIONS OF APPROVAL AND REMARKS

- 4. Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
- 5. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
- 6. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
- 7. Place of use is located within Lot 1B, Croy Creek Meadows Subdivision.

Dated this 20th day of March, 2000.

J. Glen Saylor
Chief, Water Allocation Bureau





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 2, 1999

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-00208G, A37-13753

Dear Mr. Speck:

Thank you for sending the NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form for the above referenced claims. Our records, however, show the claim A37-13753 to be in the name of BLM and withdrawn. After investigating further, I find that Georgia Satterlee also did some research in April 1999, as per her letter to you dated April 5, 1999 (copy enclosed). I agree with Georgia that 37-13753 is 37-12753. However, the records show Greg & Leann Ferris as the owners of A37-12753, not Deidre Lindsay and Steven Dollar. Since the documents you provided show transfer from Deidre Lindsay and Steven Dollar to the Cassers, we need some kind of proof which transferred the property from Greg and LeAnn Ferris to Lindsay and Dollar.

I have changed the ownership of A37-00208G to the Cassers, but have set aside a copy of the original Ownership Change form while you secure the rest of the information to complete the paper trail.

Cheryl Timm
SRBA Records Clerk

Enclosures



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
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December 2, 1999

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

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Cheryl Timm
SRBA Records Clerk

Enclosures

RECEIVED

SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JUL 28 1998

Department of Water Resources
Southern Region

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

JAMES P. SPECK
DOUGLAS J. AANESTAD
BENJAMIN W. WORST

July 24, 1998

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls, ID 83301-3380

Re: Conrad and Minna Casser - SRBA Claims A37-00²08G and A37-13753

Dear Allen:

Enclosed you will find a Notice of Change of Water Right Ownership for the above-referenced SRBA Claims which have been acquired by my clients, Conrad and Minna Casser. I am also enclosing a Notice of Appearance by my law firm for Mr. and Mrs. Casser with respect to these water rights in the SRBA. Please return to me at your earliest convenience computer print outs indicating the notice of change of water right ownership has been made in the IDWR records.

Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

JPS:rsd
enclosures
cc: client/w. encl.
Chief, Natural Res. Div.
US Dept. of Justice
IDWR Document Depository

RECEIVED

JUL 28 1998

Department of Water Resources
Southern Region

Claimants Names:

**Conrad Casser
Minna Casser
PO Box 3073
Hailey, ID 83333**

Attorney Name & Address:

**James P. Speck
Speck & Aanestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 93340
(208) 726-4421
FAX: (208) 726-0752**

**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

)
)
)
)
)
)

NOTICE OF APPEARANCE

DESCRIPTIVE SUMMARY


This is a notice of appearance by counsel on behalf of the new claimants and purchasers of water rights identified below.

NOTICE OF APPEARANCE

The law firm of Speck & Aanestad, A Professional Corporation, hereby enters its appearance on behalf of Claimants, Conrad Casser and Minna Casser, for the following water right claims which are not the subject of any Subcases: A37-00208G and A37-13753.

DATED this 27th day of July, 1998.

SPECK & AANESTAD
A Professional Corporation

By 
James P. Speck

CERTIFICATE OF SERVICE

I hereby certify that on the 27 day of July, 1998, I served a true and correct copy of the foregoing NOTICE OF APPEARANCE on the following persons in the manner designated below:

Chief, Natural Resources Division
Office of the Attorney General, State of Idaho
P. O. Box 44449
Boise, ID 83711-4449


- United States Mail, Postage Prepaid
- Hand Delivery
- Facsimile, with copy by United States Mail, Postage Prepaid

The United States Department of Justice
Environmental and Natural Resources
Division
550 West Fort Street
Box 33
Boise, ID 83724

- United States Mail, Postage Prepaid
- Hand Delivery
- Facsimile, with copy by United States Mail, Postage Prepaid

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

- United States Mail, Postage Prepaid
- Hand Delivery
- Facsimile, with copy by United States Mail, Postage Prepaid


JAMES P. SPECK



State of Idaho
DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

PHILIP E. BATT
Governor

KARL J. DREHER
Director

NOVEMBER 28, 1995

STEVE DOLLAR
DEIDRIE LINDSEY
PO BOX 1049
KETCHUM, ID 83340

RE: SRBA CLAIM(S) A37-00208E SPLIT (BUTLER)
A37-00208F & A37-00208G
BRUNETTO/WEBER DOLLAR/LINDSEY

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S). WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. THIS COPY IS FOR YOUR RECORDS. PLEASE REVIEW THESE RECORDS FOR ACCURACY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB
ENCLOSURES

MICROFILMED
NOV 22 1996