

Water Right Report 37-10979

WATER RIGHT NUMBER: 37-10979

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	DONALD R MAYS 1316 S 1800 E GOODING, ID 83330 (208)934-8245
Current Owner	PEDRO B GABRIEL 1613 S 1800 E GOODING, ID 83330
Original Owner	SANDRA K MAYS 1316 S 1800 E GOODING, ID 83330 (208)934-8245

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	1/01 to 12/31	0.130 CFS	
DOMESTIC	1/01 to 12/31	0.040 CFS	
	Total Diversion:	0.170 CFS	

GROUND WATER SE1/4NE1/4NE1/4 Sec. 25, Twp 05S, Rge 14E, B.M.
GOODING County

STOCKWATER

[illegible]

DOMESTIC

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-10979

Conditions of Approval:

1. C18 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.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks:

1. Explanatory PARCEL NO. RP 05S14E250020

Comments:Dates and Other Information:

Licensed Date:
Decreed Date: 1/5/2001
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Formal Action Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Rec'd 7/3/02
Jones

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
37-10979					

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

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

\$25

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

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

OR

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

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

Donald & Sandra Mays

4. New Owner/Claimant(s)

13165 18005 Gooding
Pacho B. Gahleitner

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

1813 S 1800 E

City, State and ZIP Code

Gooding, Idaho 83330

New Telephone Number

500 934-8523

5. Date you acquired the property

1989

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

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

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

7. Signature of New Owner(s) or Claimant(s) x Pedro B. Galarza
(include title if applicable) _____

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

For Office Use Only			
Received by <u>[Signature]</u>	Date <u>7/3/02</u>	Fee <u>\$25</u>	
Received by <u>[Signature]</u>	Date <u>7/3/02</u>	Receipt No. <u>5025042</u>	
Processed by _____ AJ	Date _____	WR _____	Date _____

GOODING COUNTY

Sec. 25 Twp. 5 Rng. 14

City.

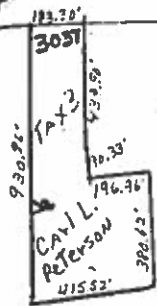
151 Cem. Dist. GOODING

\$32

Fire Dist. Gooding

055 14E 25

0137.
208. 5th Street, Lodge No. 1



ARRY M WEEKS
ARRY M. WEEKS

$C \perp AD \perp A$

2401

0601

0020

AG.

PEDRO B. Y
MARGARIDA R.
GABRIEL

SHIRLEY A.

7 SABAL

1800

ART. 11.

SABALA

EDWARD F.
KOSTER

HELEN M. Boesiger

4800

7200

SPINLEY

NW SW - No E
5-15-19

Wm S.

60-

SHARLEY A

5. 4. 2. 2

6620

Ala 27/11

MAISON LEBLANC

214.5
7161
TAX
30535

ARLIS E. V.
HARRIS C.
TRADMEER

Tax 2
Jul 12
F1

9530

MARJORIE L. BROWNFIELD

5374

7011

GORDON
EISENBERG
DARRY
STOCKHOLM

Farmers National Bank**RECEIVED****Fax Cover Sheet****JUL 03 2002**Department of Water Resources
Southern Region**P.O. Box 546
Wendell, ID 83355
Ph.(208)536-5271
FAX:(208)536-2943****TO:**IDWR**FAX #**736-3037**FROM:**Dave**DATE:**7/3/02**TIME:**4:05**NUMBER OF PAGES SENT (including cover sheet):** 11**REMARKS:** Copies of 2 Deeds of Trusts on PedroGabriel Property per Pedro☐ **For Your Information**☐ **Please Phone Me to Discuss**☐ **Per Your Request**☐ **Per Our Conversation**☐ **Please Review & Advise**☐ **Please Return by FAX****CONTAINS CONFIDENTIAL INFORMATION. IF YOU HAVE RECEIVED THIS FAX
IN ERROR PLEASE CALL (208) 536-5271.**



FARMERS NATIONAL BANK
160 S Idaho/PO Box 546
Wendell, ID 83355
(208)536-5271 (Lender)

182454

STATE OF IDAHO COUNTY OF GOODING
LAND TITLE & ESCROW

DEED OF TRUST

Filed for record at the request of 15 min. past 2 o'clock P. m. this 22nd of September, 1999 1500
By Penny Archibald Deputy

BORROWER		GRANTOR	
PEDRO B. GABRIEL MARGARIDA R. GABRIEL		PEDRO B. GABRIEL MARGARIDA R. GABRIEL Husband and Wife	
ADDRESS		ADDRESS	
1613 S 1800 E GOODING, ID 83330		1613 S 1800 E GOODING, ID 83330	
TELEPHONE NO.		TELEPHONE NO.	
934-8323		934-8323	
IDENTIFICATION NO.		IDENTIFICATION NO.	
TRUSTEE: LAND TITLE AND ESCROW, INC. 706 MAIN STREET PO BOX 473 GOODING ID 83330			

1. GRANT. Grantor hereby grants, assigns and conveys to Trustee, identified above, in trust for Lender, identified above, and with the power of sale, the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein, either located within an incorporated city or village at the date hereof, or containing not more than forty (40) acres, together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to:

(a) this Deed of Trust and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FINANCING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	~~5.75%~~	09/21/99	09/21/04	10443	76046240

(b) ☐ If checked, all other present or future, written or oral, agreements between Borrower or Grantor and Lender (whether incurred for the same or different purposes than the foregoing);

(c) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

3. FUTURE ADVANCES AND EXPENSES. This Deed of Trust shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or made at the option of Lender or otherwise, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$ 100,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by or described in this Deed of Trust. All covenants and agreements contained in this Deed of Trust shall be applicable to all future advances made by Lender to Borrower or Grantor under this future advance clause.

4. CONSTRUCTION PURPOSES: ☐ If checked, this Deed of Trust secures an indebtedness for construction purposes.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;

(b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in, on, over, under or in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substance or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute, rule, regulation or ordinance. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Deed of Trust; and

(g) Grantor is the owner of the property and there are no defenses or offsets to this Deed of Trust.

6. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS. A sale, conveyance, lease, contract for deed or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), shall be a default under this Deed of Trust and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Deed of Trust, unless otherwise prohibited by federal law. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

RECEIVED

JUL 03 2002

Department of Water Resources
Southern Region

7. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

8. ASSIGNMENT OF RENTS. To the extent not inconsistent with other assignments to Lender, Grantor hereby assigns to Lender the rents under each tenancy of the Property as security for the payment of the Obligations and grants to Lender the right to collect such rents and to apply the same to the Obligations. This right to continue until the Obligations are paid in full; provided that Lender waives the enforcement of this right until an event of default occurs. Grantor agrees to timely perform all of Grantor's obligations on all such tenancies. Grantor agrees that it will not assign or conditionally assign any of the rents or profits from the Property. Grantor agrees that all tenancies and renewals thereof entered into in the future shall be subject to the approval of Lender.

9. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

10. USE AND MAINTENANCE OF PROPERTY. Grantor shall, at Grantor's sole cost and expense, take all actions and make any repairs needed to maintain the Property in good condition, including, but not limited to, any remedial action required pursuant to Environmental Law, ordinance, rule, regulation or government action. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

11. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property. No portion of the Property may be structurally altered, removed or demolished without the prior written consent of Lender.

12. INSURANCE. At all times that the Obligations are outstanding, Grantor shall maintain insurance with respect to the Property and improvements against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including but not limited to, insurance on the Property for its full value, but in no event in an amount less than the amount secured hereby, against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 23 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. All monies payable to Grantor from such insurance policies are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs including appraisal fees, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to rebuild and restore the Property.

13. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

14. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

15. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor will cooperate and assist Lender in any action hereunder.

16. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

17. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender to the extent permitted by law. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

18. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects, and signed by Grantor if Lender requests.

19. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

20. DEFAULT. Grantor shall be in default under this Deed of Trust in the event that Grantor, Borrower, or any guarantor of any Obligation:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Deed of Trust or any other present or future, written or oral, agreement;
- (c) allows the Property to be damaged or destroyed in any material respect, lost or stolen or subjected to seizure or confiscation;
- (d) seeks to revoke, terminate or otherwise limit its liability under any debt instrument or guaranty to Lender;
- (e) becomes insolvent, makes an assignment for the benefit of creditors, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Grantor, Borrower or any guarantor is named or has property taken under any writ or process of court;
- (f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
- (g) allows any party other than Grantor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
- (h) causes Lender to deem itself insecure due to a significant decline in the value of the Property.

21. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to collect all of the rents, issues and profits of the Property from the date of default and thereafter;
- (e) to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
- (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment and performance of the Obligations, or the existence of waste to the Property;
- (g) to foreclose this Deed of Trust;
- (h) to execute or cause Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the record of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale;
- (i) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (j) to exercise all other rights available to lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

22. APPLICATION OF FORECLOSURE PROCEEDS. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

23. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein.

24. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

25. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

26. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

27. COLLECTION COSTS. Grantor agrees to pay to Lender, to the extent permitted by law, all costs and expenses incurred in collecting any amount due or enforcing any right or remedy under this Deed of Trust, including reasonable attorneys' fees (including representation in any bankruptcy proceedings), and collection costs.

28. RELEASES. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property. Grantor shall be responsible for payment of all costs of reconveyance, including recording fees and Trustee's fees, prior to such reconveyance.

29. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property.

30. SUCCESSORS AND ASSIGNS. This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

31. NOTICES. Any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and, in the case of any other means of delivery, such notice shall be deemed given when received by the person to whom such notice is being given.

32. SEVERABILITY. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of the Deed of Trust shall continue to be valid and enforceable.

33. APPLICABLE LAW. This Deed of Trust shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction of any court located in such state.

34. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Deed of Trust and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

35. JURY TRIAL WAIVER. GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF THIS DEED OF TRUST OR THE PROPERTY SECURING THIS DEED OF TRUST.

36. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust.

Dated: SEPTEMBER 21, 1999

GRANTOR: PEDRO B. GABRIEL


PEDRO B. GABRIEL

GRANTOR: MARGARIDA R. GABRIEL


MARGARIDA R. GABRIEL

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

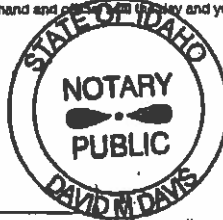
INDIVIDUAL NOTARY

STATE OF IDAHO

County of GoodingOn this 21st day of SeptemberPepe G. Gabriel and Margarida R. Gabriel

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

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



Notary Public for Idaho

Residing at: Jerome IdahoCommission expires: 08/25/2005

PARTNERSHIP NOTARY

STATE OF IDAHO

County of _____

On this _____ day of _____, before me, the undersigned, a notary public in and for said State, personally appeared _____

known or identified to me to be one of the partners in the partnership of _____

and the partner who subscribed said partnership name on the within foregoing instrument, and acknowledged to me that _____

executed the same in said partnership name.

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

Notary Public for Idaho

Residing at: _____

Commission expires: _____

CORPORATE NOTARY

STATE OF IDAHO

County of _____

On this _____ day of _____, before me, the undersigned notary public in and for said state, personally appeared _____

and the _____, known or identified to me to be the _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho

Residing at: _____

Commission expires: _____

SCHEDULE A

The street address of the Property (if applicable) is: **1613 S 1800 E**
GOODING, ID 83330

The legal description of the Property is:

TOWNSHIP 5 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 25: NE1/4NE1/4, EXCEPTING THEREFROM the described parcel of land: Beginning at the Northwest corner of said NE1/4NE1/4 which point shall be known as THE TRUE POINT OF BEGINNING, Thence East along the North boundary of said NE1/4NE1/4, 200.00 feet; Thence South parallel to the West boundary of said NE1/4NE1/4, 540.00 feet, more or less, to a point in an existing irrigation ditch; Thence Northwesterly along said irrigation ditch to the intersection of said ditch with the West boundary of said NE1/4NE1/4; Thence North along the West boundary of said NE1/4NE1/4, 400.00 feet, more or less, to THE TRUE POINT OF BEGINNING. AND EXCEPTING THEREFROM that portion deeded to Gooding Highway District #1 by Warranty Deed recorded April 5, 1954 in Book 47 Page 58 as Instrument Number 123945, Gooding County records.

SCHEDULE BThis instrument was prepared by: **DAVID DAVIS**

After recording return to Lender.



Farmers National Bank
P.O. Box 546/160 S. Idaho
Wendell, ID 83355
(208)516-5371 (Lender)

DEED OF TRUST Instrument # 189789

GOODING, GOODING, IDAHO
2001-03-16 01:22:36 No. of Pages: 5
Recorded for: LAND TITLE
HELEN EDWARDS Fee: 15.00
Ex-Officio Recorder Department
Index to: DEED OF TRUST

Department of Water Resources
Southern Region

RECEIVED

JUL 03 2002

69-02569

BORROWER		GRANTOR	
PEDRO B. GABRIEL		PEDRO B. GABRIEL MARGARIDA R. GABRIEL, husband and wife	
ADDRESS		ADDRESS	
1613 S 1800 E GOODING, ID 83330		1613 S 1800 E GOODING, ID 83330	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
934-8323		934-8323	
TRUSTEE: LAND TITLE AND ESCROW, INC. 706 MAIN STREET PO BOX 473 GOODING ID 83355			

1. **GRANT.** Grantor hereby grants, assigns and conveys to Trustee, identified above, in trust for Lender, identified above, and with the power of sale, the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein, either located within an incorporated city or village at the date hereof, or containing not more than forty (40) acres, together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. **OBLIGATIONS.** This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to:

(a) this Deed of Trust and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	793,760.00	03/16/01	03/18/06	10443	76047168

(b) ☐ If checked, all other present or future, written or oral, agreements between Borrower or Grantor and Lender (whether incurred for the same or different purposes than the foregoing);

(c) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

3. **FUTURE ADVANCES AND EXPENSES.** This Deed of Trust shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or made at the option of Lender or otherwise, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$ 793,760.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by or described in this Deed of Trust. All covenants and agreements contained in this Deed of Trust shall be applicable to all future advances made by Lender to Borrower or Grantor under this future advance clause.

4. **CONSTRUCTION PURPOSES:** ☐ If checked, this Deed of Trust secures an indebtedness for construction purposes.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;

(b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials," as defined herein, in, on, over, under or in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substance or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute, rule, regulation or ordinance. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Deed of Trust; and

(g) Grantor is the owner of the property and there are no defenses or offsets to this Deed of Trust.

6. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS.** A sale, conveyance, lease, contract for deed or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), shall be a default under this Deed of Trust and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Deed of Trust, unless otherwise prohibited by federal law. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

7. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

8. ASSIGNMENT OF RENTS. To the extent not inconsistent with other assignments to Lender, Grantor hereby assigns to Lender the rents under each tenancy of the Property as security for the payment of the Obligations and grants to Lender the right to collect such rents and to apply the same to the Obligations. This right to continue until the Obligations are paid in full; provided that Lender waives the enforcement of this right until an event of default occurs. Grantor agrees to timely perform all of Grantor's obligations on all such tenancies. Grantor agrees that it will not assign or conditionally assign any of the rents or profits from the Property. Grantor agrees that all tenancies and renewals thereof entered into in the future shall be subject to the approval of Lender.

9. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

10. USE AND MAINTENANCE OF PROPERTY. Grantor shall, at Grantor's sole cost and expense, take all actions and make any repairs needed to maintain the Property in good condition, including, but not limited to, any remedial action required pursuant to Environmental Law, ordinance, rule, regulation or government action. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

11. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property. No portion of the Property may be structurally altered, removed or demolished without the prior written consent of Lender.

12. INSURANCE. At all times that the Obligations are outstanding, Grantor shall maintain insurance with respect to the Property and improvements against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including but not limited to, insurance on the Property for its full value, but in no event in an amount less than the amount secured hereby, against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 23 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. All monies payable to Grantor from such insurance policies are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs including appraisal fees, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to rebuild and restore the Property.

13. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

14. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

15. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor will cooperate and assist Lender in any action hereunder.

16. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

17. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender to the extent permitted by law. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

18. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects, and signed by Grantor if Lender requests.

19. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

20. DEFAULT. Grantor shall be in default under this Deed of Trust in the event that Grantor, Borrower, or any guarantor of any Obligation:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Deed of Trust or any other present or future, written or oral, agreement;
- (c) allows the Property to be damaged or destroyed in any material respect, lost or stolen or subjected to seizure or confiscation;
- (d) seeks to revoke, terminate or otherwise limit its liability under any debt instrument or guaranty to Lender;
- (e) becomes insolvent, makes an assignment for the benefit of creditors, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Grantor, Borrower or any guarantor is named or has property taken under any writ or process of court;
- (f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
- (g) allows any party other than Grantor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
- (h) causes Lender to deem itself insecure due to a significant decline in the value of the Property.

21. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to collect all of the rents, issues and profits of the Property from the date of default and thereafter;
- (e) to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
- (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment and performance of the Obligations, or the existence of waste to the Property;
- (g) to foreclose this Deed of Trust;
- (h) to execute or cause Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the record of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale;
- (i) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (j) to exercise all other rights available to lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

22. APPLICATION OF FORECLOSURE PROCEEDS. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

23. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein.

24. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

25. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

26. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

27. COLLECTION COSTS. Grantor agrees to pay to Lender, to the extent permitted by law, all costs and expenses incurred in collecting any amount due or enforcing any right or remedy under this Deed of Trust, including reasonable attorneys' fees (including representation in any bankruptcy proceedings), and collection costs.

28. RELEASES. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property. Grantor shall be responsible for payment of all costs of reconveyance, including recording fees and Trustee's fees, prior to such reconveyance.

29. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property.

30. SUCCESSORS AND ASSIGNS. This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

31. NOTICES. Any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and, in the case of any other means of delivery, such notice shall be deemed given when received by the person to whom such notice is being given.

32. SEVERABILITY. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of the Deed of Trust shall continue to be valid and enforceable.

33. APPLICABLE LAW. This Deed of Trust shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction of any court located in such state.

34. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Deed of Trust and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

35. JURY TRIAL WAIVER. GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF THIS DEED OF TRUST OR THE PROPERTY SECURING THIS DEED OF TRUST.

36. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust.

Dated: MARCH 16, 2001

GRANTOR: PEDRO B. GABRIEL


PEDRO B. GABRIEL

GRANTOR: MARGARIDA R. GABRIEL


MARGARIDA R. GABRIEL

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

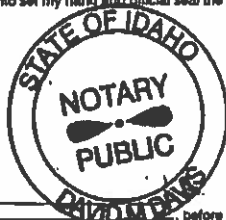
INDIVIDUAL NOTARY

STATE OF IDAHO

County of Gooding ss.On this 16 day of March, 2001, before me, the undersigned notary public in and for said State, personally appeared Pedro B. Gabriel and Margarida R. Gabriel known or identified to me to be the person(s)

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

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

Notary Public for Idaho
Residing at: Jerome, IdahoCommission expires: 8/25/05

PARTNERSHIP NOTARY

STATE OF IDAHO

County of _____

On this _____ day of _____, before me, the undersigned, a notary public in and for said State, personally appeared _____

known or identified to me to be one of the partners in the partnership of _____

and the partner who subscribed said partnership name on the within foregoing instrument, and acknowledged to me that

executed the same in said partnership name.

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

Notary Public for Idaho
Residing at: _____

Commission expires: _____

CORPORATE NOTARY

STATE OF IDAHO

County of _____

On this _____ day of _____, before me, the undersigned notary public in and for said state, personally appeared _____

and _____, known or identified to me to be the _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing at: _____

Commission expires: _____

SCHEDULE A

The street address of the Property (if applicable) is: 1613 S 1800 E
GOODING, ID 83355

The legal description of the Property is:

TOWNSHIP 5 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY,
IDAHO

Section 25: NE1/4NE1/4, EXCEPTING THEREFROM the described parcel of land:
Beginning at the Northwest corner of said NE1/4NE1/4 which point shall
be known as THE TRUE POINT OF BEGINNING;
Thence East along the North boundary of said NE1/4NE1/4, 200.00 feet;
Thence South parallel to the West boundary of said NE1/4NE1/4, 540.00
feet, more or less, to a point in an existing irrigation ditch;
Thence Northwesterly along said irrigation ditch to the intersection
of said ditch with the West boundary of said NE1/4NE1/4;
Thence North along the West boundary of said NE1/4NE1/4, 400.00 feet,
more or less, to THE TRUE POINT OF BEGINNING.
AND EXCEPTING THEREFROM that portion deeded to Gooding Highway
District #1 by Warranty Deed recorded April 5, 1954 in Book 47
Page 58 as Instrument Number 123945, Gooding County Records.

SCHEDULE B

This instrument was prepared by: Farmers National Bank

After recording return to Lender.



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

March 3, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

37-10979

DONALD R MAYS

SANDRA K MAYS

1316 S 1800 E

GOODING ID 83330

RE: Domestic and/or Stockwater Rights in Reporting Area 16, Basin 37
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 basin 37 (the Big Wood River drainage area). 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 basin 37 will be recommended in a later process.

Note that you have 180 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 Hailey, Fairfield, Gooding, Shoshone, Mountain Home, and 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 as recommended after the 180-day objection period. 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

**NOTICE OF DIRECTOR'S REPORT
REPORTING AREA 16, BASIN 37
FOR SMALL DOMESTIC AND STOCK WATER RIGHTS**

INTRODUCTION

This is the Idaho Department of Water Resources' (IDWR) Director's Report for your small domestic and/or stock water right claimed in the Snake River Basin Adjudication (SRBA). The quantity allowed for each small domestic or stock water right is up to 13,000 gallons per day. An additional Director's Report for irrigation and all other state law based claims in your reporting area will be filed with the court at a later date.

IDWR is providing individual reports like this one to all claimants of small domestic and stock water rights in your area. A complete copy of the Director's Report, listing all of these small domestic and stock water rights claimed under both state and federal law, is available at the SRBA courthouse in Twin Falls and the locations listed on the third page of this notice. Copies of the report can be made, but you may be charged for copying and mailing.

The following instructions and definitions are designed to help you understand this report.

INSTRUCTIONS FOR REVIEWING YOUR OWN WATER RIGHT

The description of your right which is enclosed is only the Director's recommendation to the SRBA Court on your water right. The Court will decide how it will decree your water right. You are free to agree or disagree with the Director's recommendation. If you agree with the Director's recommendation you do not need to do anything, pending further notice as described below. If you disagree with the Director's recommendation, you need to file an objection as described below.

INSTRUCTIONS FOR REVIEWING THE WATER RIGHTS OF OTHERS

The complete Director's Report contains recommendations to the SRBA Court on your water right and all other small domestic and stock water rights in your area. The Court will decide how it will decree all water rights. The Director's recommendations in the full report are listed in two sections of the report:

- 1) **List of Recommended Water Rights** -- Water right recommendations are listed alphabetically by source and then chronologically by priority date within each source.
- 2) **List of Claims Recommended to Be Disallowed** -- Water rights recommended to be disallowed are listed numerically by water right number. A short statement of the reason for IDWR's recommendation for disallowance is provided.

Also included in the complete Director's Report are descriptions of the United States' claims for domestic and stockwater under federal law. The Director does not investigate these claims and

makes no recommendation whether they should be granted or not. Sometimes the United States claims one right under both federal and state law. These are called "dual based" claims.

If you want to review someone else's water right you need to look at the complete Director's Report, which is available at the SRBA courthouse in Twin Falls and the locations listed on the third page of this notice. Copies of the report can be made, but you may be charged for copying and mailing.

INSTRUCTIONS FOR TAKING A WATER RIGHT CLAIM TO COURT

What do I do if I disagree with a recommendation or a federal water right claim?

If you disagree with any element of the recommendation for your water right or anyone else's water right and want to be heard in court, file an objection with the SRBA Court. Objections must be made on the standard objection form available from any IDWR office or from the SRBA Court.

Your objection must be received by the SRBA Court on or before **September 10, 1999**.

What do I do if someone else objects to my water right recommendation?

If someone files an objection to your water right, or anyone else's water right, you may file a response to that objection. Responses to objections must be made on the standard response form available from any IDWR office or from the SRBA Court.

Your response must be received by the SRBA Court on or before **January 10, 2000**.

What do I do if I want to participate in the court case on someone else's water right?

If you want to be involved in the court case on any water right in the Director's Report, you must file either an objection or a response by the dates listed above.

What happens if there are no objections to a water right?

After the deadline for filing objections, IDWR will file a list of all water right recommendations with no objections. The SRBA Court will hear the uncontested recommendations on **November 12, 1999, at 10:00 A.M.** at the **SRBA Courthouse**. Partial decrees will be issued following this hearing.

How will I know about the proceedings on water right recommendations to which objections were filed?

A notice will be mailed to you for court dates on your water right or for those where you filed an objection or a response. You will not receive notice of court dates on any other water right recommendations. Additional information regarding domestic and stockwater claims in your area can be found on the SRBA Web Site at www.srba.state.id.us.

Note: The SRBA Court publishes a monthly Docket Sheet listing all objections and responses filed. It does not list court dates for individual water right cases, but provides general information helpful to all participants in the SRBA. The Docket Sheet is available at your county courthouse and all IDWR offices, or you may subscribe by contacting the SRBA Court or IDWR. The annual subscription fee is \$7.50. The Docket Sheet is also available on the SRBA Web Site at www.srba.state.id.us.

CHANGES OF ADDRESS OR OWNERSHIP DURING THE SRBA COURT CASE

You must contact your regional IDWR office with your address change or if the ownership of your water right changes. Failure to notify IDWR may result in the loss of your water rights.

ADDITIONAL INFORMATION

If you have questions about the SRBA, public information brochures are available at any IDWR office. Maps and aerial photography of this reporting area, as well as assistance in using the maps and the photography, are available at the IDWR southern region office in Twin Falls. You are also welcome to call IDWR at any of its offices or the SRBA Court. You may also want to consider contacting an attorney to assist you.

**Snake River Basin Adjudication
District Court**
253 Third Avenue North.
P.O. Box 2707
Twin Falls, Idaho 83303-2707
(208) 736-3011

Idaho Department of Water Resources
1301 North Orchard
Box 83720
Boise, Idaho 83720-0098
(208) 327-7906
(800) 451-4129

**Idaho Department of Water Resources
Western Region**
2735 Airport Way
Boise, Idaho 83705-5082
(208) 334-2190

**Idaho Department of Water Resources
Northern Region**
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 765-1450

**Idaho Department of Water Resources
Southern Region**
1341 Fillmore, Suite 200
Twin Falls, Idaho 83301-3380
(208) 736-3033

**Idaho Department of Water Resources
Eastern Region**
900 North Skyline, Suite A
Idaho Falls, Idaho 83402-3653
(208) 525-7161

Blaine County Courthouse
1st & Croy St.
Hailey, ID 83333
(208) 788-5525

Camas County Courthouse
501 Solider Rd.
Fairfield, ID 83327
(208) 764-2242

Gooding County Courthouse
624 Main St.
Gooding, ID 83330
(208) 934-4221

Lincoln County Courthouse
111 W. B St.
Shoshone, ID 83352
(208) 886-7641

Elmore County Courthouse
150 S. 4th E.
Mountain Home, ID 83647
(208) 587-2131

DEFINITIONS OF THE ELEMENTS OF YOUR WATER RIGHT

RIGHT NUMBER: Your water right is identified by a number assigned by IDWR. The first two digits identify IDWR's administrative basin number; for example, 37.

NAME AND ADDRESS: Your name and address should appear here. IDWR will use the most recent name and address in their records for the water right.

SOURCE: The name and/or type of the source where you divert your water. For example: "groundwater," "unnamed spring," "Common Creek."

QUANTITY: The amount of water recommended in either cubic feet per second (cfs) and/or the volume of water in acre feet per year (AFY). Each of these small domestic and/or stock water claims is not to exceed 13,000 gallons per day.

PRIORITY DATE: The date used to determine the priority of your right in relation to other rights using water from the same source.

POINT OF DIVERSION: The legal location where you divert water from its source; generally described as 1/4 1/4 sections down to a 40-acre tract, or smaller. Other legal descriptions that might be used are: government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys and other survey information.

Legal locations for instream flow claims are marked with a beginning point and an ending point.

PURPOSE OF USE: This report only deals with claims for small domestic and/or stock water uses, such as yours.

"Domestic right" means a right to the use of water for homes, organization camps, public campgrounds, livestock, and for any other purpose in connection with these uses, including irrigation of up to one-half acre of land.

"Stock water right" means a right to the use of water solely for livestock or wildlife.

PERIOD OF USE: The period of time during the year when you can use the water for your right.

PLACE OF USE: The legal location where you use your water right; generally described as 1/4 1/4 sections down to a 40-acre tract. Other legal descriptions that might be used are: government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys and other survey information.

BASIS OF CLAIM: The method that was used to establish your claim. Examples include prior decree, posted notice, beneficial use (historical) method, license, permit.

DUAL BASED CLAIMS: In some cases, the federal government has claimed one right under two theories: a state basis and a federal law basis. Both theories will be reported on one form for that single water right. In most cases, the priority dates are different and will be listed separately. The federal law basis is separately indicated in a box such as this:

```
*****
*                                     *
*                                     *
*                                     *
*****
```

IDWR does not investigate or make recommendations regarding federal law based claims.

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

ADDRESS SERVICE
REQUESTED



NO SUCH ADDRESS

PRESORTED
FIRST CLASS



IMPORTANT WATER RIGHT INFORMATION



RECEIVED

MAR 08 1999

Department of Water Resources

AUTO 83330



RIGHT NUMBER: 37-10979

NAME & ADDRESS: DONALD R MAYS
SANDRA K MAYS
1613 ~~1316~~ S 1800 E
GOODING ID 83330*Pedro & Margarida Gabriel*

SOURCE: GROUNDWATER

QUANTITY: 0.17 CFS

PRIORITY DATE: 07/20/1928

POINT OF DIVERSION: T05S R14E S25 ✓

SENE ✓

Within GOODING County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.13 CFS
	DOMESTIC D/ 1 HOUSE, S/ 150 HD. MI	01-01 12-31	0.04 CFS

PLACE OF USE:

STOCKWATER

T05S R14E S25 ✓

Within GOODING County

NENE ✓

DOMESTIC

T05S R14E S25 ✓

Within GOODING County

NENE ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

*RPOSS14E 250020*Verified by *By* Date: *7-14-98*Verification Source: *Computer map*



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

July 28, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

PEDRO & MARGARIDA GABRIEL
1613 S 1800 E
GOODING ID 83330

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A37-10979

Dear Claimant:

We have been advised you may be the present owner of the property with the water right referenced above.

Before we can modify our records to reflect your ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by August 13, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Sandy Egbert
Clerical Specialist

*No response
8-20-98*

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No.A37-10979 water right filing

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: A37-10979

Date Received: 8/12/1988

Receipt No: M001040

Received By: jre

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DONALD R. MAYS 208-934-8245
Address: 1316 S 1800 E.
GOODING, ID 83330

AND/OR

Name: SANDRA K. MAYS 208-934-8245
Address: 1316 S 1800 E.
GOODING, ID 83330

2. Date of Priority: JUL 20, 1928

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05S	14E	25	SE	NE	NE		GOODING

5. Description of diverting works:
6" WELL 160' DEEP 1 HP. PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.130		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE, S/ 150 HD. MIXED RANGE AND DAIRY.

A37-10979

Page 1

Date: 08/12/88

MICROFILMED
FEB 25 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	14E	25	NE	NE		DOMEST	
			NE	NE		STOCK	

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
AMERICAN FALLS IRR. WATER.

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): Ronald R Mays Date: 8-12-88

Date: _____

State of Idaho)
County of Gooding) SS.

Subscribed and sworn (or affirmed) before me this 12 day
of Aug. 19 88

John Dale Carlson
Notary Public

Seal

Residing at Boon Isl
My Commission Expires 6/2/94

T5S R14E
Sec 25
SE NENE

MICROFILMED
FEB 25 1993

T5S

