

RECEIVED
JUL 26 1999
Department of Water Resources
Southern Region

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): A37-11307
Adjudication Claim No(s): 39576

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

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

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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 ROBERT + SALLY REEVES
BOX 4468 KETCHUM ID 83340

4. New Owner/Claimant(s) TIMOTHY + SUSAN MICHAEL
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address BOX 42 KETCHUM ID 83340
City, State and ZIP Code KETCHUM IDAHO 83340
New Telephone Number (208) 726-3730

5. Date you acquired the property 1 APRIL 1994

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) [Signature]
or Claimant(s) Susan B. Michael

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

Order No. 19560

DEED OF TRUST

THIS DEED OF TRUST, made this 14th, day of March, 1994 BETWEEN Timothy L. Michael, a single man and Susan B. Smith, a single woman, as Joint Tenants with rights of survivorship hereinafter called the GRANTOR(S), whose address is: P. O. Box 42, Ketchum, ID 83340 SAWTOOTH TITLE COMPANY, an Idaho Corporation herein called TRUSTEE, and Robert Reeves and Sally E. Reeves, husband and wife whose address is: P. O. Box 4468, Ketchum, ID 83340, BENEFICIARY(S), WITNESSETH:

That GRANTOR(S) do(es) hereby irrevocably GRANT, BARGAIN, SELL and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Blaine, State of Idaho, described as follows and containing not more than twenty acres:

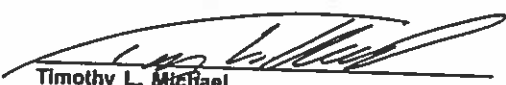
Lot 26, Block 1 of BOARD'S LOWER RANCH, according to the official plat thereof, recorded as Instrument No. 313523, records of Blaine County, Idaho.

In case of transfer or sale of the property described herein, the beneficiary(s), at his/her/their option may declare the entire sum due hereunder as immediately due and payable.

TOGETHER WITH any rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note(s), of even date herewith, executed by Grantor(s) in the sum of FIFTY TWO THOUSAND & NO/100 (\$ 52,000.00) final payment due April 1, 2009 and secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary(s) herein to the Grantor(s) herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts, or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

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

By execution of this deed of trust and the note(s) secured thereby, there are hereby incorporated and made an integral part hereof, for all purposes as though set forth herein at length, the provisions 1 to 6, inclusive, of Part A and provisions 1 to 9, inclusive, of Part B of the deed of trust, wherein David D. Anderson was Grantor which was recorded in the mortgage records of Blaine County, Idaho, on June 9, 1972, as Instrument No. 143886.

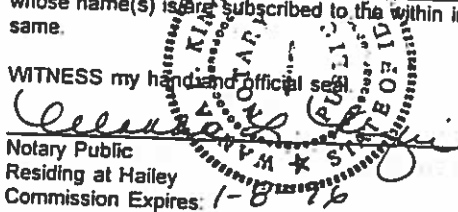

Timothy L. Michael

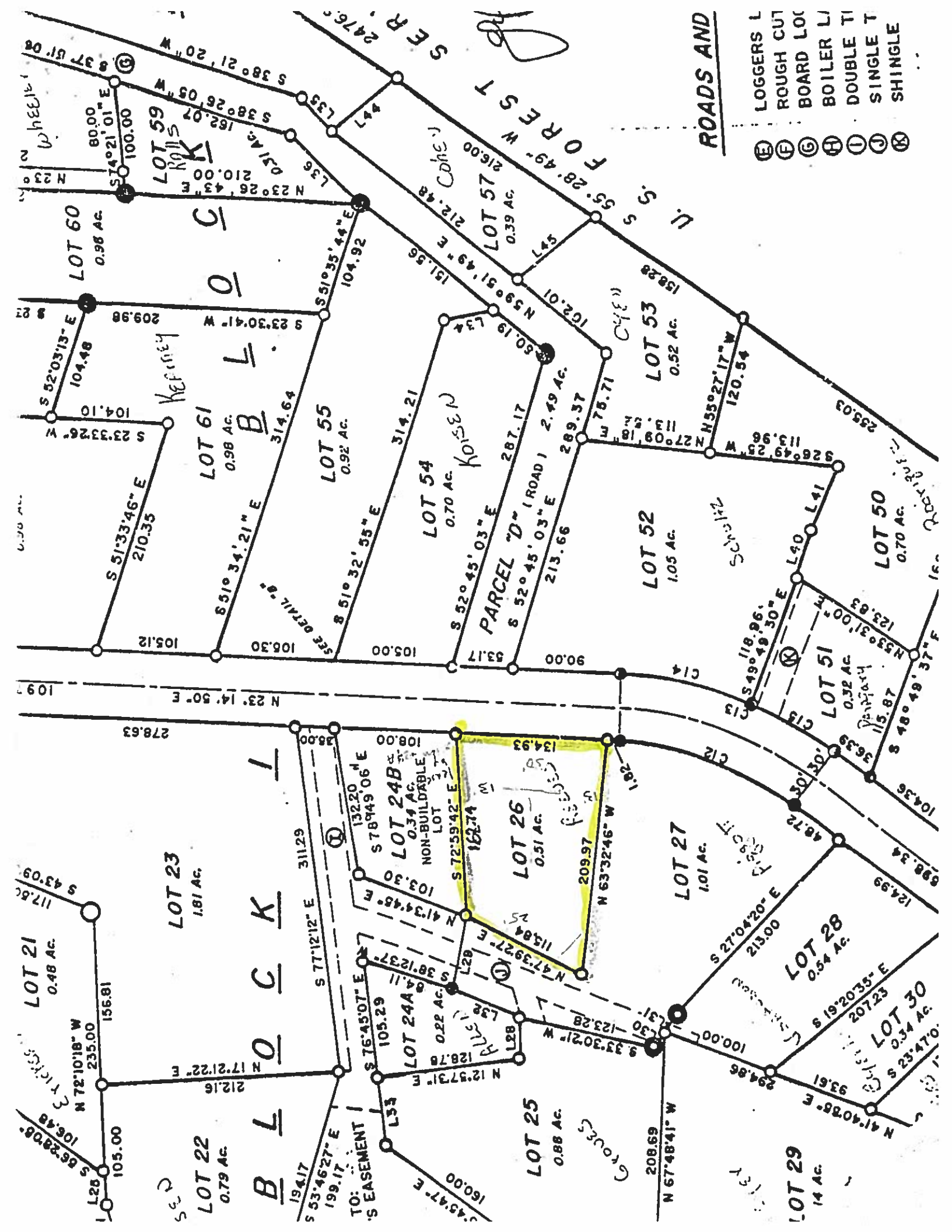

Susan B. Smith

State of Idaho
County of Blaine

On this March 14, 1994 before me, a notary public in and for said State, personally appeared Timothy L. Michael and Susan B. Smith personally known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal


Notary Public
Residing at Hailey
Commission Expires: 1-8-96



COPY

1997 JUN 14 PM 3:13

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

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

In Re SRBA)
Case No. 39576) NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS
Water Right 37-11307

IDWR has completed the following Administrative Proceeding:

☐ Change of Address
☒ Substitution of Party
☐ I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

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

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 37-11307

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
6/7/1999

37-11307

PAGE 1

From (Claimant/Seller):

Name of Claimant: ROBERT M REEVES
SALLY E REEVES
Address: 4915 BITTERBRUSH
BOISE ID 83703
Phone: (208) 345-0117

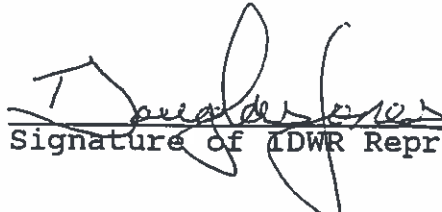
To (Claimant/Purchaser):

Name of Claimant: TIMOTHY L MICHAEL
SUSAN B MICHAEL
Address: PO BOX 42
KETCHUM ID 83340
Phone: (208) 726-3730

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

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

DATED: 6/8/99



Signature of IDWR Representative

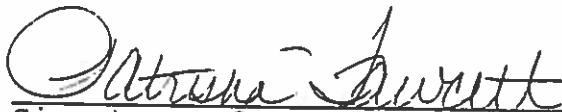
CERTIFICATE OF MAILING

I certify that on 6/14/99 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

ROBERT M REEVES
SALLY E REEVES
4915 BITTERBRUSH
BOISE ID 83703
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

TIMOTHY L MICHAEL
SUSAN B MICHAEL
PO BOX 42
KETCHUM ID 83340
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

AJ5856NP

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

DATE: JUN-7-1999
PAGE: A-1

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 37-11307

NAME & ADDRESS: TIMOTHY L MICHAEL
SUSAN B MICHAEL
PO BOX 42
KETCHUM ID 83340

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 05/01/1964

POINT OF DIVERSION: T04N R17E S15 SWNESW Within BLAINE County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within BLAINE County
T04N R17E S15 NESW

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP000550000260
ALSO KNOWN AS 409 W WARM SPRINGS LOT 26 BOARDS LOWER RANCH SUB.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

June 14, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

TIMOTHY L MICHAEL
SUSAN B MICHAEL
PO BOX 42
KETHCUM ID 83340

RE: SRBA Claim(s) 37-11307

Dear Claimant:

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

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

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

cc: Robert M. and Sally E. Reeves

OK

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

RECEIVED**MAR 29 1999**Department of Water Resources
Southern Region

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

1. Water Right No(s): 37 - 11307
 Adjudication Claim No(s): _____

2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant ROBERT REEVES
BOX 4468 KETCHUM, ID 83340

4. New Owner/Claimant(s) TIMOTHY L. MICHAEL + SUSAN B. (SMITH) MICHAEL
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address BOX 42
 City, State and ZIP Code KETCHUM, ID 83340
 New Telephone Number (208) 726-3730

5. Date you acquired the property 1 APRIL, 1994

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) Susan B. Michael
 (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

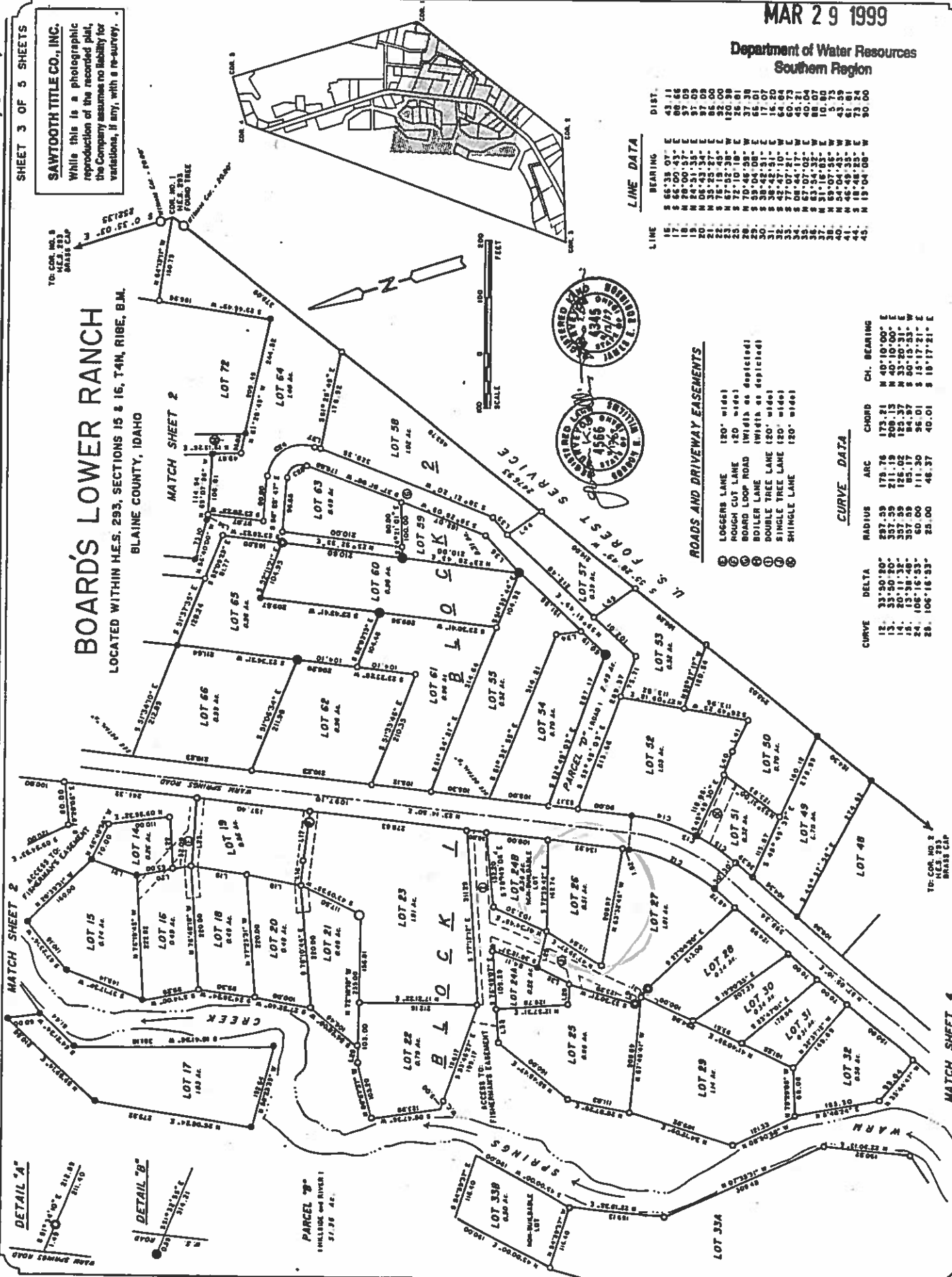
1029

SHEET 3 OF 5 SHEETS

SAWTOOTH TITLE CO., INC.
While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

BOARD'S LOWER RANCH

LOCATED WITHIN H.E.S. 293, SECTIONS 15 & 16, T4N, R18E, B.M.
BLAINE COUNTY, IDAHO



LINE DATA

LINE	BEARING	DIST.
15	S 65°38'07" E	43.11
16	S 25°00'47" E	86.66
17	S 24°51'35" E	91.08
18	S 24°51'35" E	97.08
19	S 24°51'35" E	86.00
20	S 24°51'35" E	86.00
21	S 24°51'35" E	86.00
22	S 24°51'35" E	86.00
23	S 24°51'35" E	86.00
24	S 24°51'35" E	86.00
25	S 24°51'35" E	86.00
26	S 24°51'35" E	86.00
27	S 24°51'35" E	86.00
28	S 24°51'35" E	86.00
29	S 24°51'35" E	86.00
30	S 24°51'35" E	86.00
31	S 24°51'35" E	86.00
32	S 24°51'35" E	86.00
33	S 24°51'35" E	86.00
34	S 24°51'35" E	86.00

ROADS AND DRIVEWAY EASEMENTS

- LOGGERS LANE 120' wide
- ROUGH CUT LANE 120' wide
- BOARD LOOP ROAD 120' wide
- BOILER LANE 120' wide
- DOUBLE TREE LANE 120' wide
- SINGLE TREE LANE 120' wide
- SHINGLE LANE 120' wide

CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
12	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
13	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
14	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
15	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
16	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
17	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
18	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
19	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
20	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
21	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
22	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
23	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
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26	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
27	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
28	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
29	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
30	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
31	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
32	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
33	33°30'10"	297.39	175.76	175.21	N 40°10'00" E
34	33°30'10"	297.39	175.76	175.21	N 40°10'00" E

PREPARED BY: POMEROY AND WILLIAMS, S.E.TOMAS, M.D.

DEED OF TRUST

RECEIVED

MAR 29 1999

Department of Water Resources
Southern Region

THIS DEED OF TRUST, made this 14th, day of March, 1994 BETWEEN
Timothy L. Michael, a single man and Susan B. Smith, a single woman, as Joint Tenants with rights of
survivorship
hereinafter called the GRANTOR(S),
whose address is: P. O. Box 42, Ketchum, ID 83340
SAWTOOTH TITLE COMPANY, an Idaho Corporation herein called TRUSTEE, and
Robert Reeves and Sally E. Reeves, husband and wife
whose address is: P. O. Box 4468, Ketchum, ID 83340, BENEFICIARY(S), WITNESSETH:

That GRANTOR(S) do(es) hereby irrevocably GRANT, BARGAIN, SELL and CONVEY TO TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in the County of Blaine, State of Idaho, described as follows and containing
not more than twenty acres:

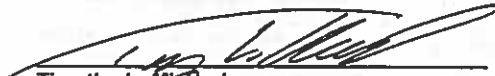
Lot 26, Block 1 of BOARD'S LOWER RANCH, according to the official plat thereof, recorded as Instrument
No. 313523, records of Blaine County, Idaho.

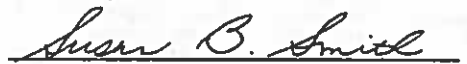
In case of transfer or sale of the property described herein, the beneficiary(s), at his/her/their option may
declare the entire sum due hereunder as immediately due and payable.

TOGETHER WITH any rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority
hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the
purpose of securing payment of the indebtedness evidenced by a promissory note(s), of even date herewith,
executed by Grantor(s) in the sum of FIFTY TWO THOUSAND & NO/100 (\$ 52,000.00) final payment due April
1, 2009 and secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary(s)
herein to the Grantor(s) herein, or any or either of them, while record owner of present interest, for any purpose,
and of any notes, drafts, or other instruments representing such further loans, advances or expenditures together
with interest on all such sums at the rate therein provided. Provided, however, that making of such further loans,
advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention
of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together
with interest thereon.

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

By execution of this deed of trust and the note(s) secured thereby, there are hereby incorporated and made
an integral part hereof, for all purposes as though set forth herein at length, the provisions 1 to 6, inclusive,
of Part A and provisions 1 to 9, inclusive, of Part B of the deed of trust, wherein David D. Anderson was
Grantor which was recorded in the mortgage records of Blaine County, Idaho, on June 9, 1972, as
Instrument No. 143886.

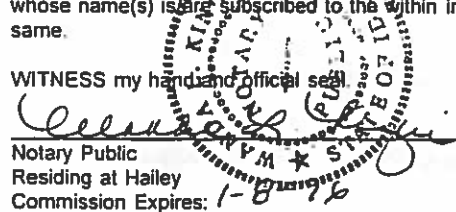

Timothy L. Michael


Susan B. Smith

State of Idaho
County of Blaine

On this March 14, 1994, before me, a notary public in and for said State, personally
appeared Timothy L. Michael and Susan B. Smith personally known or identified to me to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same.

WITNESS my hand and official seal


Notary Public

Residing at Hailey

Commission Expires: 1-8-96

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

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

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
 5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of the default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause, to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
 7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
 8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
 9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.
- Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

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

TO

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

The undersigned hereby certifies that

the owner(s) and holder(s) of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

DATE:

ADDRESS:

TELEPHONE:

• (escrow/document) •

RECEIVED
MAR 29 1999
Department of Water Resources
Southern Region

Vital Statistics
Statehouse
Boise, Idaho 83720

STATE OF IDAHO

State File No.
County File No. 394778

County of BLAINE **Marriage License**

KNOW ALL PERSONS BY THIS CERTIFICATE: That any regularly ordained minister of the Gospel, authorized by the rites and usages of the church or denomination of Christians, Hebrews, or religious body of which said minister is a member, or any judge or magistrate, or competent officer in whom this may come, not knowing of any lawful impediments thereto, is hereby authorized and empowered to solemnize the rites of Matrimony between:

GROOM AND BRIDE

1. Full Name TIMOTHY LEE MICHAEL 8. Full Name SUSAN BROOKE SMITH
2. Address KETCHUM BLAINE IDAHO 9. Address KETCHUM BLAINE IDAHO
3. Age 41 4. Sex M 5. X Single X Widowed 6. Divorced 10. Age 36 11. Sex F 12. X Single X Widowed 13. Divorced
6. Birthplace: City CORAL GABLES State FLORIDA 14. Maiden Name if previously married
DOB: 8/4/55 15. Birthplace: City ROME State NEW YORK
DOB: 12/25/59

And to certify the same to said parties, or either of them under the signature and seal, of said minister or official capacity, and thereupon is required to deliver the original to the parties so married.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal,
at HAILEY BLAINE County, Idaho,
this 16TH day of AUGUST, A.D. 19 96.

MARY GREEN
Recorder
Maria Ryne
Deputy

Marriage Certificate

John C. Caccio, Universal Life Minister
residing in the city of Ketchum, in the County of Blaine, in the State of Idaho do certify
that, in accordance with the authority on me conferred by the above license, I did on this 24th day of August
in the year A.D. 19 96 in the city of Ketchum in the County of Blaine in the State of Idaho,
solemnize the rites of matrimony between Timothy L. Michael of Ketchum
in the County of Blaine of the State of Idaho
and Susan B. Smith of Ketchum in the County of Blaine
of the State of Idaho in the presence of Margaret Goodbody and Richard Wendt
WITNESS My Hand at the County aforesaid, this 24th day of August, A.D. 19 96
in the presence of
Mary Green
and Maria Ryne
County Recorder and Deputy
Official's Signature John C. Caccio
Mailing Address Box 4255
Ketchum, Idaho 83340
Date Issued 9-24-96 By County Recorder Mary Green

SUSAN BROOKE SMITH married name is now
SUSAN BROOKE MICHAEL

RECEIVED

MAR 29 1999

Department of Water Resources
Southern Region

BLAINE CO. REQUEST

OF *John Caccia*

1996 SEP 24 P 1:05

394778

MARY GREEN. CLERK

FEES \$ *0* MPP

Marriage

AJ0749NP
No. 37-11307

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 07/16/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	TIMOTHY L MICHAEL	05/01/1964	DOMESTIC	01-01 12-31	0.040 CFS	
C	SUSAN B MICHAEL PO BOX 42 KETCHUM ID 83340 (208) 726-3730					
TOTAL DIVERSION:					0.040 CFS	

D ROBERT M REEVES
D SALLY E REEVES
PO BOX 4468
KETCHUM ID 83340
(208) 345-0117

RECEIVED

AUG 11 1999

Department of Water Resources
Southern Region

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T04N R17E S15

SWNESW

BLAINE County

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
04N	17E	15	:																	:
			:																	:

PDU County: BLAINE

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

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

Remarks: EXP PARCEL NO. RP000550000260
ALSO KNOWN AS 409 W WARM SPRINGS LOT 26 BOARDS LOWER RANCH SUB.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

AJ0749NP
No. 37-11307

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 07/16/99
PAGE: 2

=====

Comments: Date: 12/29/1998 User-ID: JGIVENS Subject: COPIED FROM REMARKS
PROPERTY LEASED FROM BOARDS MILL AND SUNSET RANCHES INC.

Date: 05/25/1999 User-ID: TFAWCETT Subject: NAME CHANGE
OWNERSHIP CHANGED REEVES TO MICHAEL PER 1409(6) AND DEED OF TRUST
REC'D 3/29/99.

Date: 07/16/1999 User-ID: SSHERMAN Subject: ADDRESS CHANGE
ADDRESS CHANGE BY CLAIMANT LETTER.

Audit: 07/16/99 SSHERMAN



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

DIRK KEMPTHORNE
GOVERNOR

July 16, 1999

KARL J. DREHER
DIRECTOR

TIM AND SUSAN MICHAEL
PO BOX 42
KETCHUM ID 83340

RE: Snake River Basin Adjudication (SRBA)
Water Right #37-11307

Dear Water Right Holders:

We have been advised you are the current owners of the property and water right shown above.

Before we can modify our records to reflect your ownership of the property and water right referenced above, we need Form 42-248/42-1409(6) completed and returned. I have enclosed this form for your use. The Blaine County Assessor's office (208/788-5535) can provide you with the plat map if you do not already have one.

Please mail the completed form with warranty deed copy and map to our Twin Falls office by July 30, 1999.

Idaho Department of Water Resources
Adjudication Bureau
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380

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

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:
Form 42-248/42-1409(6)
cc: R. Reeves



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

RECEIVED

JUL 12 1999

Department of Water Resources

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 6, 1999

ROBERT M AND SALLY E REEVES
PO BOX 4468
KETCHUM ID 83340

(D'owner)
E

Re: Snake River Basin Adjudication (SRBA)
Water Right #37-11307
Change of Address

heard changed. ~~ACAP prepared~~
7-16-99

Dear Water Right Holders:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water rights can be sent only to the address on your water right or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary and list any other water rights you may have before returning this letter by July 19, 1999. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water right referenced above, please write down the name and address of the new owner(s) so we can send them a form to make this required change to the water right record.

Sincerely,

CHANGE OF OWNERSHIP
LETTER SENT 7-16-99
SS:region

Sally Sherman
Technical Records Specialist
Adjudication Bureau

#####

The address is correct as shown above or as otherwise changed.

Claimant Signature

Telephone No.

ROBERT & SALLY REEVES SOLD THIS Property to TIM & SUSAN
MICHAEL Box 42 KETCHUM, ID 83340

Robertm Reeves

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300

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

RETURN SERVICE REQUESTED

PO BOX 4468
Ketchum ID
83340



USE
CODE

IMPORTANT WATER RIGHT INFORMATION

only W/R

37-11307
ROBERT M REEVES
SALLY E REEVES
4915 BITTERBRUSH
BOISE ID 83703

Please forward to:

446 B
409 Upper Warm Springs Rd.
Ketchum, ID 83349



U.S. POSTAL SERVICE
PS FORM 3547

Return
to sender
fee due 50¢

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: A37-11307
Date Received: 9/14/1988
Receipt No: W000890
Received By: EJK

RECEIVED

SEP 29 1988

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT M. REEVES 208-345-0117
Address: 4915 BITTERBRUSH
BOISE, ID 83703

AND/OR

Name: SALLY E. REEVES 208-345-0117
Address: 4915 BITTERBRUSH
BOISE, ID 83703

2. Date of Priority: MAY 01, 1964

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	15	SW	NE	SW		BLAINE

5. Description of diverting works:
60'DRILLED WELL W/SUBMERSED PUMP W/PIPELINE TO P.O.U.

6. Water is used for the following purposes:

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

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSEHOLD W/LAWN AND GARDEN IRRIG.

A37-11307

Page 1

Date: 09/14/88

MICROFILMED
FEB 25 1993

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	17E	15	NE SW		DOMEST	

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
NONE

14. Remarks:
PROPERTY LEASED FROM BOARDS MILL AND SUNSET RANCHES INC.

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 X 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): X Robert Reeve Date: X 14 Sept 88

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 17th day
of Sept 19 88 Elda J. Ponder
Notary Public

Seal

Residing at Borise
My Commission Expires 09/08/1999

AJ0749NP
No. R37-11307

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 12/29/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROBERT M REEVES	05/01/1964	DOMESTIC	01-01 12-31	0.04 CFS	
C	SALLY E REEVES					
	4915 BITTERBRUSH					
	BOISE ID 83703					
	(208) 345-0117					
				TOTAL DIVERSION:	0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T04N R17E S15

SWNESW

BLAINE County

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
04N	17E	15	:																	:
			:																	:
			:																	:
			:																	:

POU County: BLAINE

Non-Irrigation Uses: 1 HOME, ~~LAWN & GARDEN~~

Other Rights: NONE

Conditions of Approval:

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

Remarks: EXP PARCEL NO. RP000550000260
ALSO KNOWN AS 409 W WARM SPRINGS LOT 26 BOARDS LOWER RANCH SUB.

Dates: Exam Made Date: Verified Date: 12/29/1998 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

DATA ENTERED BY
DATE

2-4-99

AJ5856NP

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

DATE: SEP-19-1997
PAGE: A-15

RIGHT NUMBER: 37-11307

NAME & ADDRESS: ROBERT M REEVES
SALLY E REEVES
4915 BITTERBRUSH
BOISE ID 83703

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 05/01/1964

POINT OF DIVERSION: T04N R17E S15 SWNESW Within BLAINE County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC D/1 HOUSEHOLD W/LAWN AND	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within BLAINE County
T04N R17E S15 NESW ✓

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

Lot 26 Boards Lower Ranch Sub
PROPERTY LEASED FROM BOARDS MILL AND SUNSET RANCHES INC.
409 W Warm Springs

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 00055 0000260

Verified by

Duf Date: *10/5/98*

Verification Source:

City of Boise Rpt & plat map