

04/15/2004

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

RIGHT NUMBER: 25-11289

NAME AND ADDRESS: VERA E THOMAS
C/O J HAWKER
167 IDAHO AVE
RIGBY ID 83442-1451

SOURCE: SPRING CREEK

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.380 CFS

PRIORITY DATE: 06/01/1963

POINT OF DIVERSION:

T05N R38E S33 SWNWNE Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
0.380 CFS

PLACE OF USE: IRRIGATION Within JEFFERSON County

T05N R38E S33 NENW 19.0

19 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: Beneficial Use

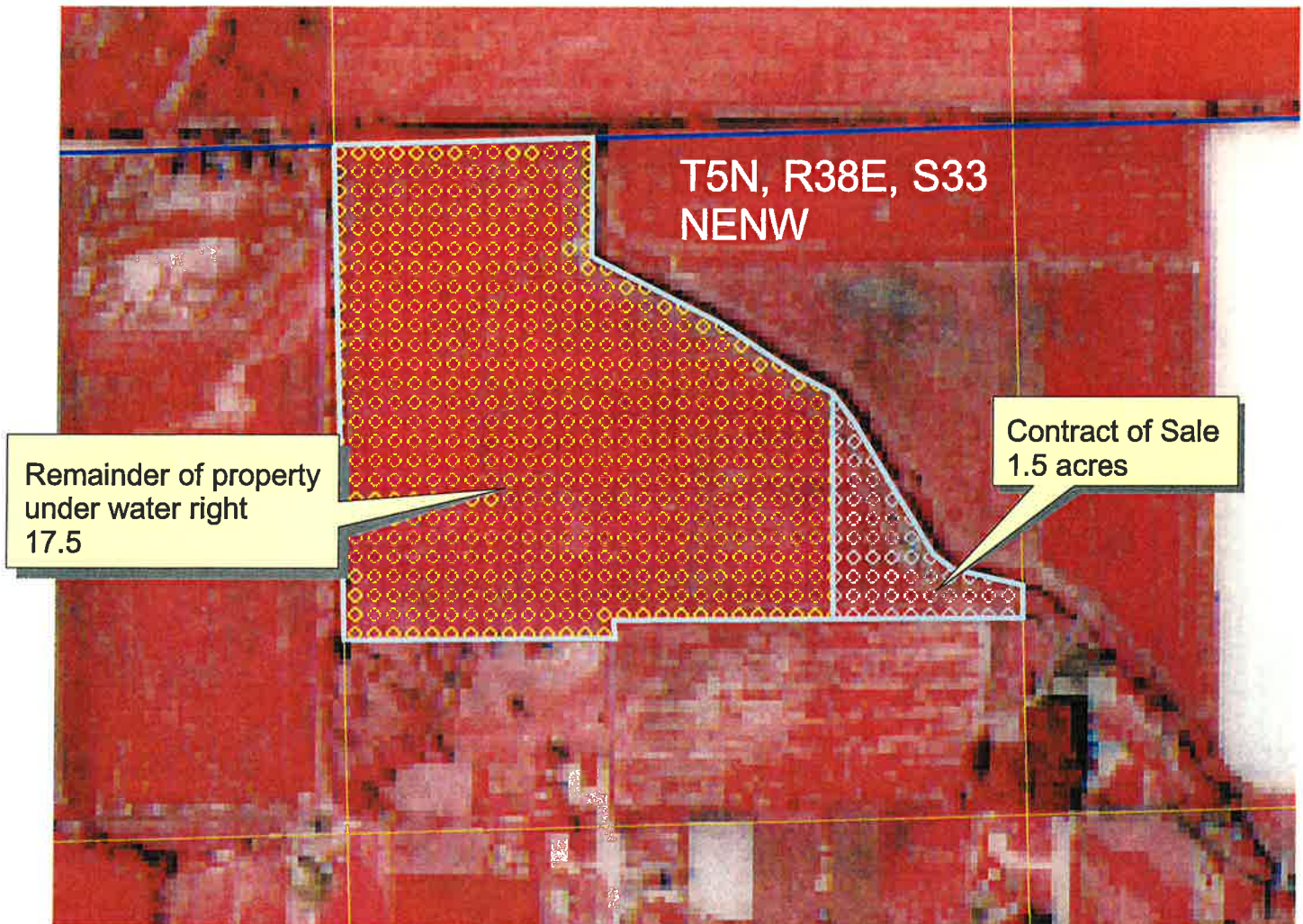
Water Right 25-11289

SCANNED

NOV 01 2004

FILED

Water Right 25-11289

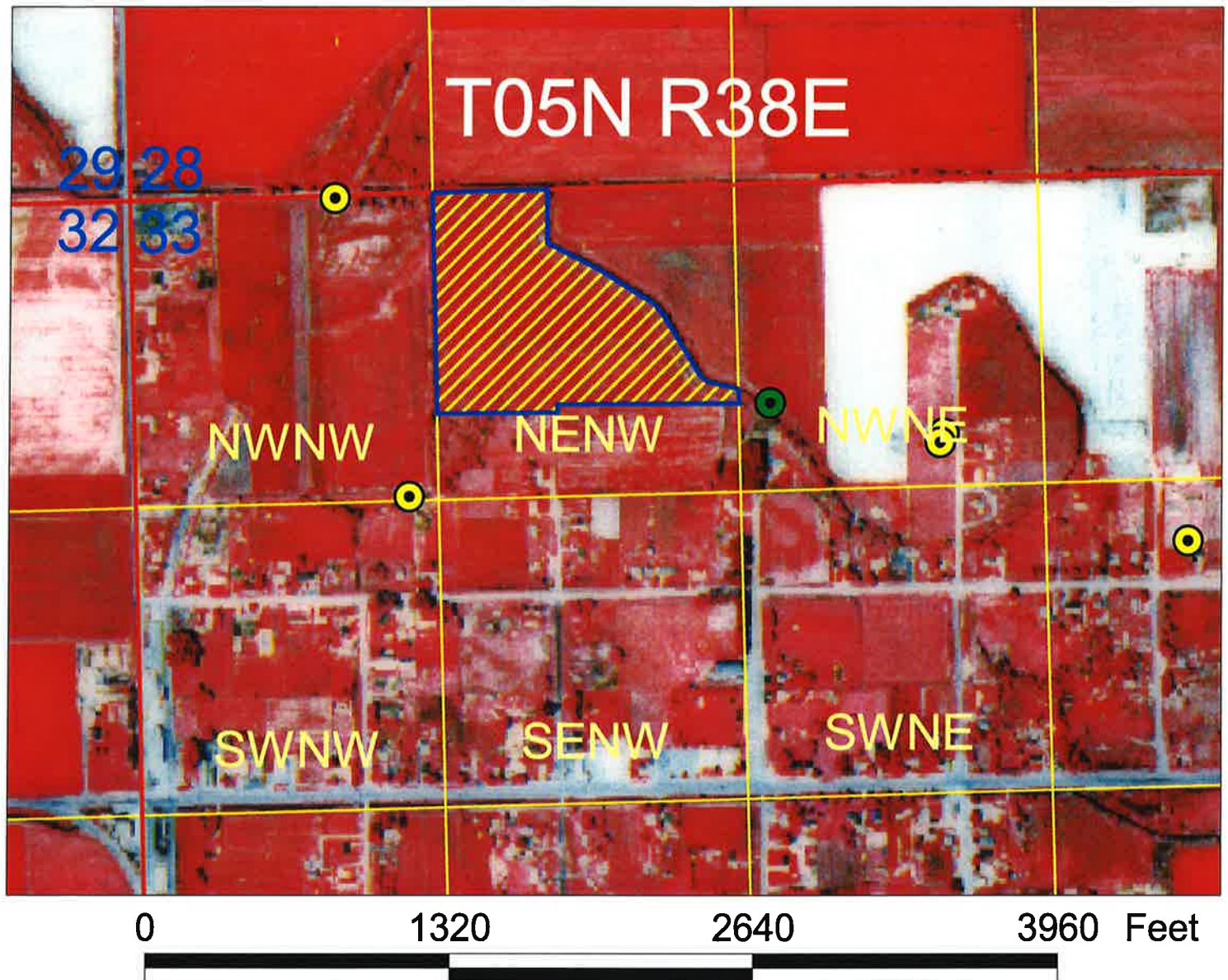


Dear Mr. Thomas,
please provide another deed or
sale contract for the property
in yellow.
Thx.
Jennifer Crabtree
525-7161

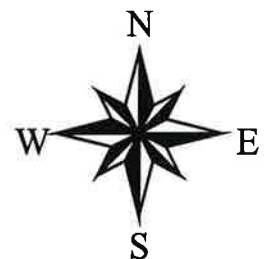


Department of Water Resources

Claim No.: 25-11289



- Place of Use
- Point of diversion
- Sections
- QQ

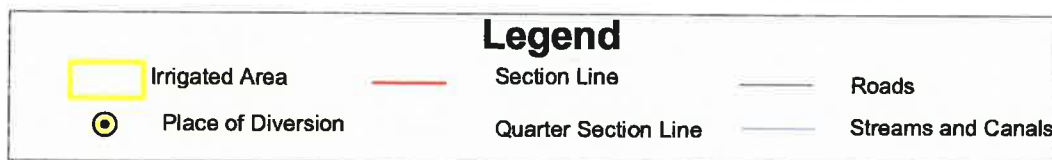
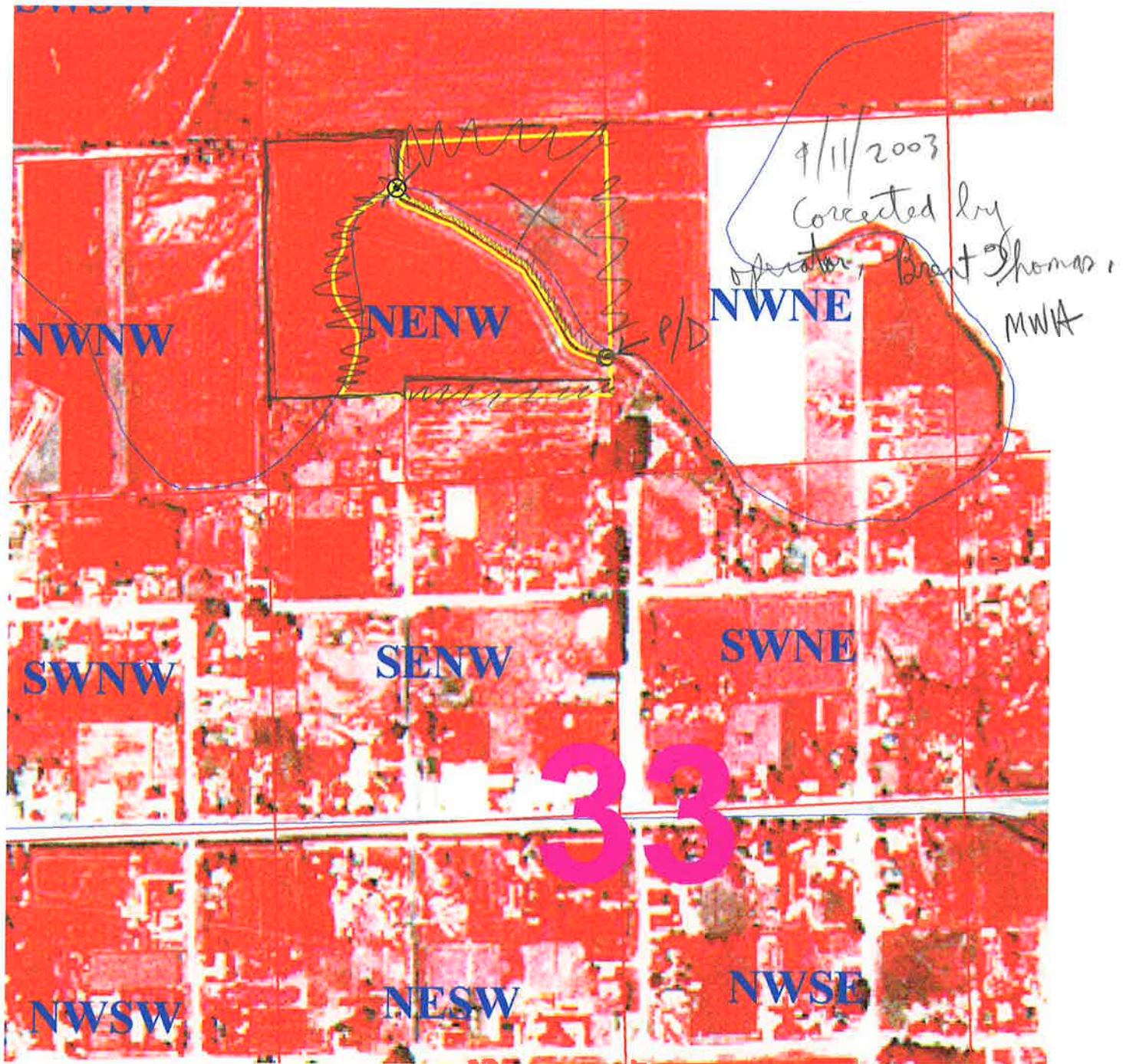


SCANNED
NOV 01 2004
PROFILED

GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by M. Holliday
Date: April 2004

Water Right Claim Number 25-11289
Township , 5N38E

12/28/2000



SPATIAL
DYNAMICS



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

September 4, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

BRENT & CARLA THOMAS
3701 E 700 N
RIGBY ID 83442

RE: Error Correction for 25-11289 and Notice of Completed Administrative Proceeding (NCAP)

Dear Claimants:

On March 4, 2005, our office mailed an NCAP to you and the Snake River Basin Adjudication (SRBA) Court, but did not change the ownership in our data base. This mailing is to correct that error and to notify the court that you are the current owners of water right 25-11289.

I apologize for any inconvenience this error may have caused you.

Respectfully,

A handwritten signature in cursive script that reads "Jennifer Crabtree".

Jennifer Crabtree
Technical Records Specialist

Enclosure

SCANNED

OCT 11 2007

In Re SRBA	)	Water Rights: 25-11289
	)	
Case No. 39576	)	NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDING

- | | |
|---|--|
| ☐ point of diversion | ☐ place of use |
| ☐ period of use | ☐ nature of use |
| ☐ split of water right | ☐ change in ownership |

Signature of IDWR Representative

SCANNED
OCT 11 2007

CERTIFICATE OF MAILING

I certify that on Oct 12, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
VERA THOMAS
C/O JULIA HAWKER
167 IDAHO AVE
RIGBY ID 83442

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
BRENT & CARLA THOMAS
3701 E 700 N
RIGBY ID 83442

4. One copy to:

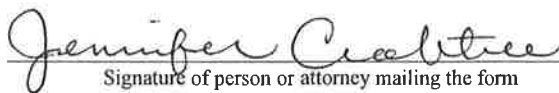
Each party in the subcase, or attorney of record
N/A

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. 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

SCANNED

OCT 11 2007

09/04/2007

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

RIGHT NUMBER: 25-11289

NAME AND ADDRESS: BRENT E THOMAS
3701 E 700 N
RIGBY ID 83442

CARLA M THOMAS
3701 E 700 N
RIGBY ID 83442

SOURCE: SPRING CREEK

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.380 CFS

PRIORITY DATE: 06/01/1963

POINT OF
DIVERSION:

T05N R38E S33 SWNWNE Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.380 CFS

PLACE OF USE: IRRIGATION in JEFFERSON County

T05N R38E S33

NENW

19.00

19 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

SCANNED

OCT 11 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 04, 2005

BRENT & CARLA THOMAS
3701 E 700 N
RIGBY ID 83442

RE: Notice of Change of Water Right Ownership (NCO) for 25-11289 and Notice of Completed Administrative Proceeding (NCAP)

Dear Sir/Madam:

On February 16, 2005, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Katy Jackson
Office Specialist 1

Enclosure

cc: Vera Thomas

MAR 07 2005

PROFIT

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)

Water Rights: 25-11289

Case No. 39576)

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following Administrative proceeding:

☐ Address change

☒ Substitution of Party

☐ I.C. § 42-222 transfer

☐ point of diversion ☐ place of use

☐ period of use ☐ nature of use

☐ split of water right ☐ change in ownership

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

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

DATED: March 2, 2005

Ernest M. Carlson
Signature of IDWR Representative

SCANNED

MAR 07 2005

PROFILE

CERTIFICATE OF MAILING

I certify that on March 04, 2005, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
VERA THOMAS
C/O JULIA HAWKER
167 IDAHO AVE
RIGBY ID 83442

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
BRENT AND CARLA THOMAS
3701 E 700 N
RIGBY ID 83442

4. One copy to:

Each party in the subcase, or attorney of record

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

Katy Jackson

Signature of person or attorney mailing the form

SCANNED

MAR 07 2005

PROFILED

03/04/2005

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

RIGHT NUMBER: 25-11289

NAME AND ADDRESS: VERA E THOMAS
C/O J HAWKER
167 IDAHO AVE
RIGBY ID 83442-1451

SOURCE: SPRING CREEK

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.380 CFS

PRIORITY DATE: 06/01/1963

POINT OF
DIVERSION: T05N R38E S33 SWNWNE Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.380 CFS

PLACE OF USE: IRRIGATION Within JEFFERSON County

T05N R38E S33 NENW 19.0

19 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

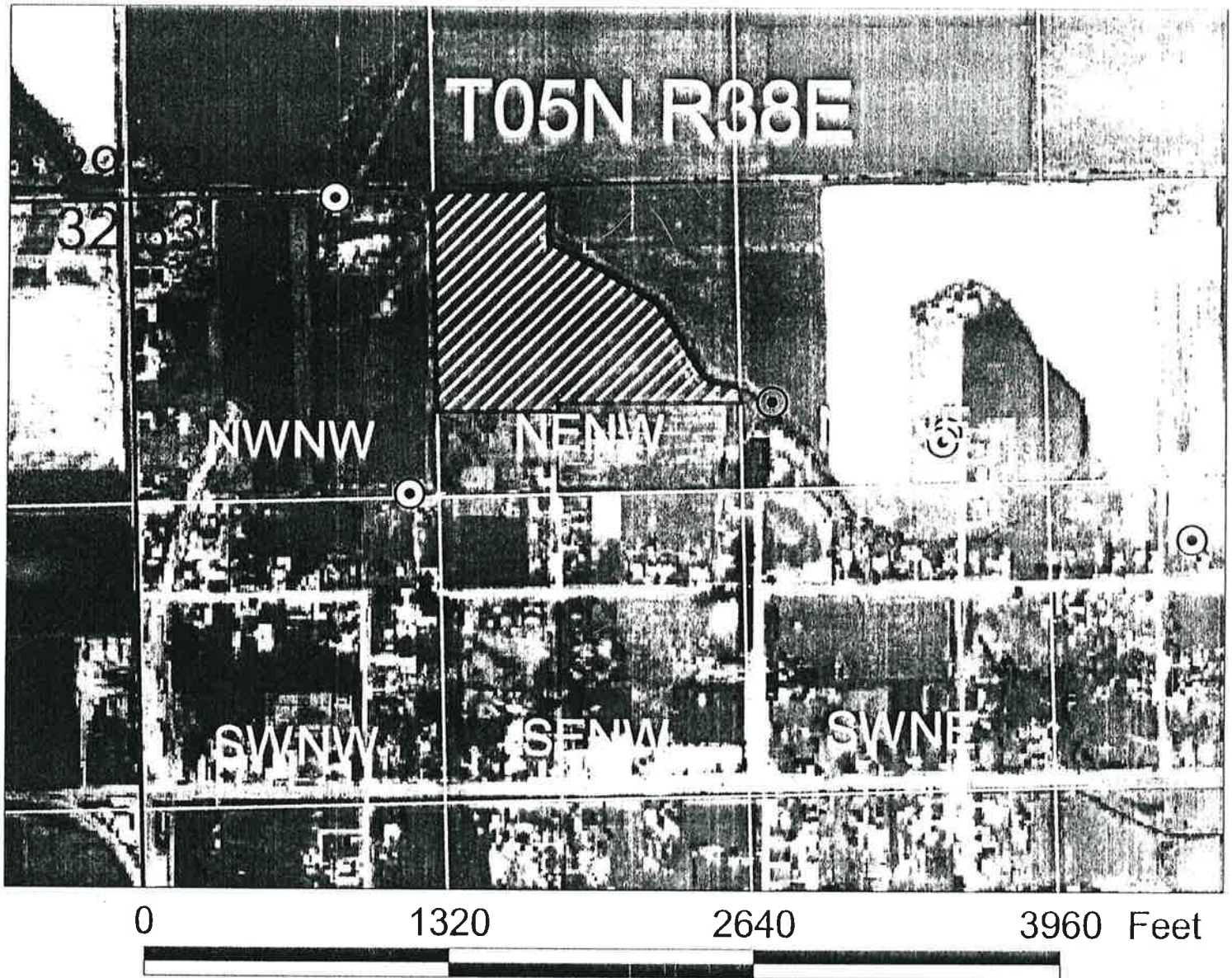
PROFILED

SCANNED
MAR 07 2005



Department of Water Resources

Claim No.: 25-11289



- ☐ Place of Use
- ☒ Point of diversion
- ☐ Sections
- QQ

PROFILE

SCANNED
MAR 07 2005



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by M. Holliday
Date: April 2004

OK gc 2/28/05

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

RECEIVED

FEB 16 2005

Department of Water Resources
Eastern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	25-11289				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. 7
- 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) Vera Thomas, C/O Julia Hawken
167 Idaho Ave, Rigby, ID 83442
4. New Owner/Claimant(s) Brent Thomas / Carla Thomas
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 3701 E. 700 N.
- City, State and ZIP Code Rigby, ID 83442
- New Telephone Number (208) 754-4106
5. Date you acquired the property Sept 2, 1998

PROFILED

SCANNED
MAR 07 2005

04/15/2004

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

RIGHT NUMBER: 25-11289
NAME AND ADDRESS: VERA E THOMAS
C/O J HAWKER
167 IDAHO AVE
RIGBY ID 83442-1451

SOURCE: SPRING CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 0.380 CFS

PRIORITY DATE: 06/01/1963

POINT OF DIVERSION:
T05N R38E S33 SWNWNE Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.380 CFS

PLACE OF USE: IRRIGATION Within JEFFERSON County

T05N R38E S33 NENW 19.0

19 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

SCANNED

MAR 07 2005

PROFILE

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 2nd day of Sept., 1998, by and between **VERA E. THOMAS** of 3702 East Menan Lorenzo Highway, Menan, Jefferson County, Idaho, hereinafter referred to as **SELLER**, and **BRENT THOMAS and CARLA THOMAS**, his wife, of 3701 East 700 North, Menan, Jefferson County, Idaho, hereinafter referred to as **PURCHASERS**.

WITNESSETH:

1. CONSIDERATION AND PROPERTY DESCRIPTION: For and in consideration of the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), lawful money of the United States of America, to be paid by the **PURCHASERS** as is hereinafter provided; the **SELLER** agrees to sell and convey her undivided one-half (1/2) interest in the farm land, and her undivided 100% interest in the home and lot, and the **PURCHASERS** agree to purchase all that certain lot, piece and parcel of land, situate, lying and being in Jefferson County, Idaho described as follows, to wit:

See Exhibit A Attached Hereto And By This Reference Made a Part Hereof.

Together with any and all interest Seller may have in any machinery currently being used by the parties in the farming operations.

(a) Subject to the **SELLER** retaining a Life Estate in the home and the yard surrounding the same located as approximately described on Exhibit B together with ingress and egress thereto. During the Life Estate, **SELLER** shall provide routine maintenance and insurance. **PURCHASERS** shall provide extraordinary repairs and maintenance, and pay the real property taxes thereon.

(b) Subject to a Life Estate in favor of Brenda Funk (Brenda) in the parcel on which the mobile home belonging to Brenda is located, as generally described on Exhibit C together with ingress and egress thereto. **PURCHASERS** will pay the real property taxes on the land during the Life Estate, but not on improvements thereto. In addition, if Brenda elects to buy a different mobile home, **PURCHASERS** agree to sign any mortgage or Deed of Trust that may be required in connection with financing of the same by Brenda.

(c) Subject to all existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

(d) Pending payment in full, **PURCHASERS** shall be entitled to vote shares in any canal, irrigation district or water company.

2. PURCHASE PRICE - INTEREST - ACCELERATION: The PURCHASERS agree to pay the purchase price of One Hundred Fifty Thousand Dollars (\$150,000.00), as follows:

(a) \$12,000.00 per year with the first such payment due one (1) year from the date hereof, and a like payment each succeeding year thereafter for a total of four (4) such equal annual payments. The unpaid balance shall earn interest at six percent (6%) per annum from the date hereof and each payment shall be applied first to interest due and the balance to principal.

(b) After the four (4) annual payments, the unpaid principal will be \$136,876 which is to be paid at the rate of \$17,354 per year with the first payment due one (1) year from the date of the fourth annual payment in the preceding paragraph and a like payment each succeeding year thereafter for a total of eleven (11) such equal annual payments. This unpaid balance shall earn interest at six percent (6%) per annum commencing from the date of the fourth annual payment described in the above paragraph, and each payment shall be applied first to accrued interest and the balance to principal.

(c) The last payment may need to be larger or smaller because of interest accumulation, but whatever the amount, the Contract balance shall be paid in full with the final payment.

(d) PURCHASERS may prepay all or any portion of this purchase price with out prior consent of SELLER.

3. FALSE REPRESENTATIONS AND WARRANTIES: It is mutually understood and agreed that the property being sold under the terms of this Contract has been inspected by the PURCHASERS and that the same is being purchased by them wholly as the result of said inspection and not upon any representation made by the SELLER, her agents, and/or attorneys, and the PURCHASERS hereby waive any and all claims for damages by reason of any cancellation or foreclosure of this agreement, or otherwise, because of any representation made by any person, whomsoever, other than as is contained in this agreement.

Said property is purchased in its "AS IS" condition.

4. TRUTH-IN-LENDING -- UNIFORM CONSUMER CREDIT CODE: It is hereby disclosed by the SELLER on this date, and acknowledged by the PURCHASERS, that the SELLER is not a person who, in the ordinary course of business regularly extends, or arranges for the extension of consumer credit of this kind, or offers to extend or arrange for the extension of such credit, and said SELLER is not regularly engaged as SELLER in credit transactions of the kind included within this agreement, and is, consequently, exempt from the provisions of the Federal Truth-in-Lending Act and/or the Uniform Consumer Credit Code of the State of Idaho.

5. POSSESSION: Possession shall be delivered to the PURCHASERS upon execution hereof, and PURCHASERS shall be entitled to remain in possession so long as they are not in default under the terms of this agreement.

6. TAXES AND ASSESSMENTS: SELLER agrees to assume and pay all taxes and assessments for 1997 and theretofore; PURCHASERS shall assume and pay all taxes and assessments for the year 1998 and thereafter.

7 ESCROW: It is mutually understood and agreed that the following documents shall be placed in escrow with Alliance Title Company at Rexburg, Idaho:

1. Executed Original Contract of Sale.
2. Executed Original Warranty Deed.
3. Executed Original Quitclaim Deed.

All payments shall be made directly to the escrow holder commencing with the payment due one (1) year from the date hereof. The escrow fee shall be shared equally between the SELLER and the PURCHASERS.

8. WARRANTY DEED: It is mutually understood and agreed by and between the parties hereto that upon full payment of the purchase price, the SELLER shall furnish a Warranty Deed, and shall convey a good and marketable title, free and clear of any and all liens, encumbrances, taxes or assessments of whatsoever nature, except those liens, encumbrances, taxes or assessments which, by the terms of this contract the PURCHASERS have specifically agreed to assume and pay, or which they create. Also subject to easements and rights-of-way for highways, roads, ditches, canals, pole, power and transmission lines as they may exist, and any other easements or claims of easements, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises, and subject to the usual printed exceptions contained in the title policies currently being issued.

9. LAWS AND ORDINANCES: PURCHASERS covenant and agree they will at all times manage and conduct said premises in all respects in accordance with the laws and ordinances of the governmental authorities having jurisdiction over the premises; and shall not carry on or conduct, permit to be carried on, or conducted upon the said premises, or any part thereof, any unlawful business or activity.

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MAR 07 2005

10. ADVANCES BY SELLER: In the event PURCHASERS shall fail to make any payment or to do any act as herein provided, then SELLER, without obligation so to do and upon ten (10) days notice to PURCHASERS, and without releasing PURCHASERS from any obligation hereof, may make, or do the same in such manner and to such extent as SELLER may deem necessary to protect SELLER security under the terms of this Contract of Sale. In the event of such failure by PURCHASERS as described above, SELLER is hereby authorized to appear and defend any action or proceeding purporting to affect the security of this Contract of Sale, or the rights and powers of SELLER hereunder, and to pay, purchase, contest or compromise any encumbrance, charge or lien which appears to be prior or superior hereto. Any such payments made by SELLER shall immediately become amounts due and payable from PURCHASERS to SELLER and shall carry interest at the rate of fifteen percent (15%) per annum, and the failure of PURCHASERS to immediately pay SELLER the full amount of any sums so expended, together with accrued interest, shall constitute a default under the terms of this agreement. In the event SELLER elects to make any such payments in order to protect the security under the terms of this Contract, SELLER nevertheless shall not have waived PURCHASERS default nor shall SELLER be deemed to have made an election of remedies and SELLER shall be entitled to act on such default as provided in this Contract of Sale.

11. DEFAULT: This agreement is made upon the express condition that time and punctuality of payment are of the essence and a material part of this Contract. In the event PURCHASERS shall default in the performance of the terms of this agreement, SELLER may cause notice in writing to be given to PURCHASERS specifying the matters in which such default occurred. The notice shall be served upon PURCHASERS by depositing the same in a United States Post Office, addressed to the PURCHASERS at 3701 East 700 North, Menan, Idaho. Said notice shall be sent by certified and/or registered mail, return receipt requested, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If PURCHASERS shall fail to cure such default within sixty (60) days after the service of such notice as aforesaid, then SELLER may elect to do any one or more of the following:

- (a) Declare the entire unpaid balance on the Contract, including principal, interest, taxes, assessments, attorney's fees, and any other sums owing SELLER to be immediately due and owing.

PROF

SCANNED
MAR 07 2005

(b) Bring an action for specific performance of the terms, covenants and conditions of this agreement, and to require and enforce full and complete performance by PURCHASERS of said terms, covenants and conditions.

(c) Rescind this Contract and recover full and complete restitution from PURCHASERS.

(d) Affirm this Contract and bring an action for breach of contract against PURCHASERS for the collection of all obligations of PURCHASERS under the terms of this Contract and all other damages suffered by SELLER as a result of the default and breach by PURCHASERS.

(e) Bring suit to establish the balance owing hereunder as a debt due by PURCHASERS to SELLER and to foreclose this Contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment. No notice to PURCHASERS of the election to pursue this remedy is required prior to suit.

(f) Declare this Contract to be terminated due to said default. In that event, this Contract shall be immediately terminated and PURCHASERS shall forfeit all rights to said premises, and all payments made hereon shall be retained by SELLER as liquidated damages for breach of this Contract. In that event, PURCHASERS agree to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property and shall be retained as liquidated damages.

(g) To pursue any other remedy in law or equity to enforce the performance of this Contract, or to recover damages for the breach thereof.

RELIEF UNDER ANY AND ALL REMEDIES:

(h) No matter which one or more of the above remedies SELLER pursues, shall be entitled in addition to the relief described, attorney's fees and all costs including costs of title search which right shall survive forfeiture and/or termination of this Contract.

(i) To reclaim from the escrow holder all papers placed therein, including a Quitclaim Deed, from PURCHASERS to SELLER, which the parties agree shall be made a part of the escrow.

(j) The default period in this Contract and in the escrow agreement shall run concurrently.

12. COST TO PREPARE NOTICES: In the event it is necessary for SELLER to cause any notice in writing to be given under the preceding paragraph, and following said notice the default is cured, PURCHASERS nevertheless agree to pay all attorney's fees incurred by SELLER leading

SCANNED

MAR 07 2005

PROFILED

to the sending of the notice, and the preparation thereof, in an amount of not less than \$250.00. It is agreed the default will not be fully cured until said fees are paid.

13. LIENS: It is understood and agreed that the PURCHASERS shall not, or will not, suffer or permit any mechanic's liens or other liens to attach to or be against the above described premises which shall or may be superior to the rights of the SELLER herein.

14. ASSIGNMENT OR SALE OF CONTRACT: No assignment or sale of this Contract, or interest therein, or in the property described herein, shall be made without the written consent of the SELLER, provided such consent shall not unreasonably be withheld.

15. HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES: All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

16. FULL AGREEMENT: This agreement represents the complete and entire agreement between the parties. There are no oral agreements or representations.

17. ATTORNEY'S FEES: In the event it is necessary for either party to commence an action to enforce or defend any covenant contained herein, or to terminate any rights hereunder, or to institute suit hereunder, the unsuccessful party agrees to pay all reasonable attorney's fees of the successful party, together with all costs, including searching records to determine condition of title, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in the acknowledgements hereinafter set forth.

SELLER:

PURCHASERS:

1. [Signature]

[Signature]

Carla Thomas

SCANNED

MAR 07 2005

STATE OF IDAHO)
)ss
County of Jefferson)

On this 2nd day of Sept., 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared **VERA E. THOMAS**, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same.

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

Sharon G. Clark

Notary Public for Idaho

Residing at: 824 N. 3600 E. Menan, Id

Commission Expires: Aug. 18, 2000

STATE OF IDAHO)
)ss
County of Jefferson)

On this 2nd day of Sept., 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared **BRENT THOMAS and CARLA THOMAS**, known to me to be the persons whose names are subscribed to the foregoing, and acknowledged to me that they executed the same.

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

Sharon G. Clark

Notary Public for Idaho

Residing at: 824 N. 3600 E. Menan, Id

Commission Expires: Aug 18, 2000

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PARCEL 1:

Located in Jefferson County, Idaho,

Section 35
Section 2

THE SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the West 20 rods of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35 of Township 5 North, Range 38 East of the Boise Meridian.

Also: Commencing at the Northwest Corner of Lot 3 of Section 2, Township 4 North Range 38 East of the Boise Meridian, and running thence East 350 feet, more or less, to the West Bank of the Greater Feeder Canal commonly called "Dry Bed"; thence in a Southwesterly direction following the West Bank of said Canal to a point where said Canal intersects the West line of said Lot 3; thence North 630 feet, more or less, to the point of beginning, containing $\frac{1}{2}$ acres more or less, being all that part of said Lot 3 North and West of said "Dry Bed".

Also: All of Lot 4 of Section 2, Township 4 North Range 38 East of the Boise Meridian, lying North and West of said "Dry Bed" being all of Lot 4 of Section 2, Township 4 North Range 38 East of the Boise Meridian, excepting the following:

Commencing at the Southwest Corner of Lot 4 of Section 2, Township 4 North Range 38 East of the Boise Meridian, and running thence East 80 rods; thence North 430 feet, more or less to the South Bank of the "Dry Bed"; thence in a Southwesterly direction following the South bank of said "Dry Bed" to the point of beginning, containing $\frac{3}{4}$ acres more or less, all the above described property located in Jefferson County, Idaho.

Together with 238.46 shares of the capital stock in the Long Island Irrigation Company.

PARCEL 2:

Commencing at the northwest corner of the southwest quarter (SW $\frac{1}{4}$) of Section Thirty-five (35) in Township Five (5) North, Range Thirty-eight (38) East Boise Meridian, and running thence South 80 rods, thence East 140 rods, thence North 80 rods, thence West 140 rods to the place of beginning. Together with all ditch and water rights belonging thereto.

Section 35

This conveyance is made subject to that certain mortgage for \$4900.00 recorded in Book 119 of mortgages at page 86 in the records of Jefferson County, Idaho.

This mortgage the second party hereto does hereby assume and agree to pay, and is a part of the purchase price hereof.

PARCEL 3:

Beginning at the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 33, Township 5 North, Range 38 East Boise Meridian, and running thence East 25 rods; thence South 80 rods; thence West 73.76 rods; to the center of Street; thence North 21.66 rods; thence West $31\frac{1}{4}$ rods; thence North 58.34 rods; thence East 80 rods, to the place of beginning.

✓ OK

LESS the following described Tracts:

TOWNSHIP 5 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO

Section 33: Beginning at the Northwest Corner of Section 33; thence S00°21'52"E for a distance of 1327.34 feet; thence S89°47'22"E for a distance of 1875.34 feet to the True Point of Beginning, thence S89°47'22"E for a distance of 147.58 feet; thence N00°00'00"E for a distance of 147.58 feet; thence N89°47'22"W for a distance of 147.58 feet; thence S00°00'00"W for a distance of 147.58 feet to the True Point of Beginning.

EXCEPTING THEREFROM: Public road right of ways.

FILED

MAR 07 2005

EXHIBIT
A

Beginning at a point 25 rods East and 80 rods South of the NW corner of the NE 1/4 of Section 33, Township 5 North, Range 38 East Boise Meridian. Thence West 260 feet; thence North 168 feet; thence East 260 feet; thence South 168 feet to the point of beginning.

Beginning at a point that is East along the Section line 412.50 feet and South 1004.87 feet from the North 1/4 corner of Section 33, Township 5 North, Range 38 East of the Boise Meridian; running thence South 147.13 feet to the North boundary of Instrument No. 170918, as recorded in the records of Jefferson County, Idaho; thence West along said Boundary 260.00 feet; thence South along said Boundary 168.00 feet; thence West 749.57 feet to the East Boundary of Instrument No. 284615, as recorded in the records of Jefferson County, Idaho; thence N.00°12'37"W. along said Boundary 140.29 feet; thence N.89°59'59"W. along said Boundary 128.12 feet to a point that is 49.50 feet East of the centerline of Jefferson Street extended; thence N.00°12'27"W. parallel with Jefferson Street extended 174.84 feet; thence East 1138.84 feet to the POINT OF BEGINNING.

} not irrigated with 25-11289

SUBJECT TO: existing easements of record.

CONTAINING: 6.82 acres.

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MAR 07 2005

acres in any or

Commencing at a point 200 feet South of the NW Corner of the SW1/4 of Section 35, Township 5 North, Range 38 EBM, Jefferson County, Idaho to the point of beginning: and running thence East 170 feet; thence South 130 feet; thence West 170 feet; thence North 150 feet to the point of beginning.

PROFILE

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MAR 07 2005



Commencing at a point 550 feet South of the NW Corner of the SW1/4 of Section 35, Township 5 North, Range 38 EBM, Jefferson County, Idaho to the point of beginning: and running thence East 170 feet; thence South 130 feet; thence West 170 feet; thence North 150 feet to the point of beginning. Thence East 140 feet; thence South 130 feet; thence West 140 feet; thence North 130 feet to the point of beginning.

PROFILED



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MAR 07 2005

04/15/2004

NOTICE OF ERROR
REPLY

RECEIVED
NOV 26 2004

Department of Water Resources
Eastern Region

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 25-11289

VERA E THOMAS
C/O J HAWKER
167 IDAHO AVE
RIGBY ID 83442-1451
Telephone Number: (208) 754-4774

Brent Thomas

3701 E. 700 N.

Rigby ID 83442

208-754-4106

CofO Sent 11/29/04
K
(I am buying the property)

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 11-18-04 SIGNATURE: Brent Thomas

Please print your name: Brent Thomas

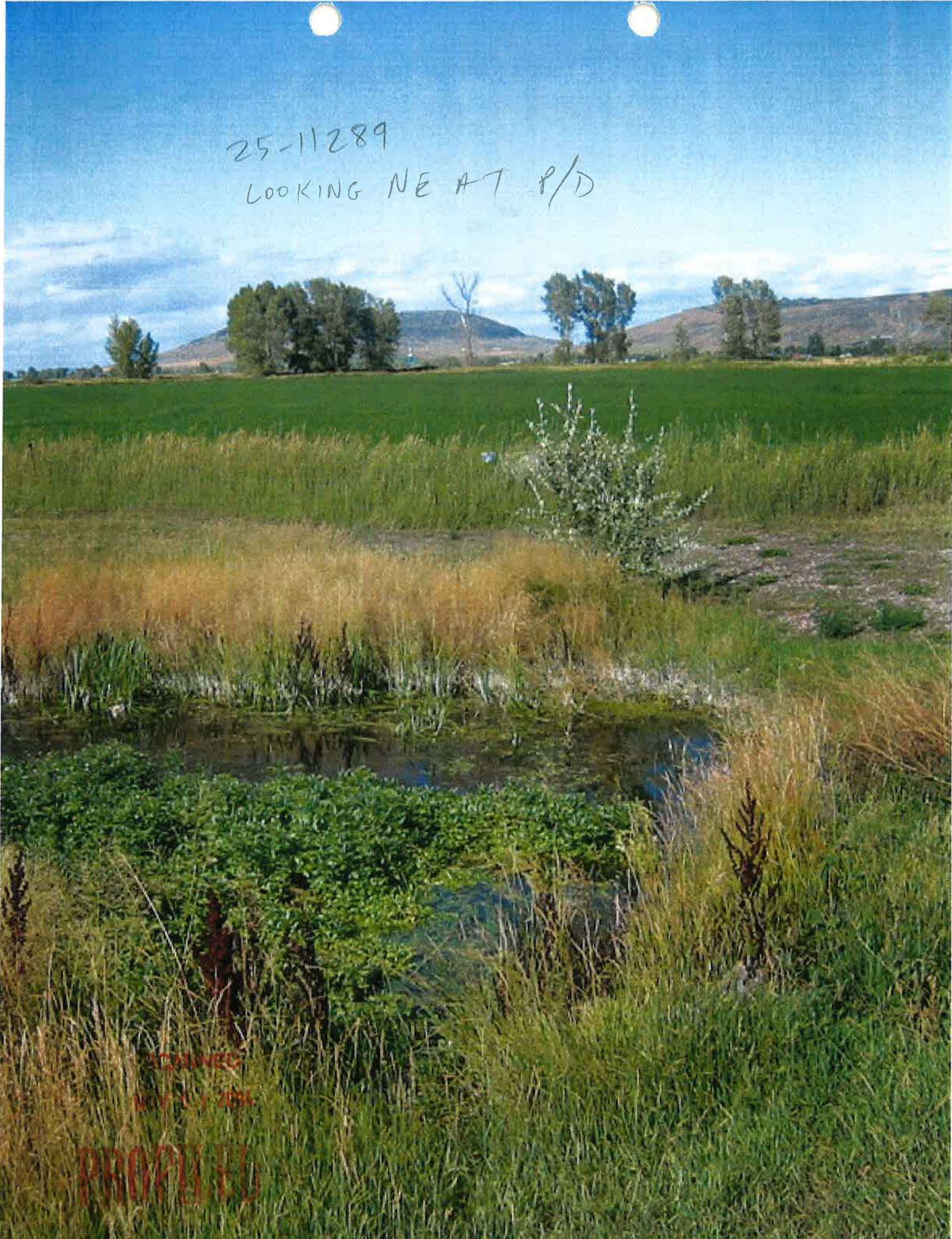
IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

PROFILED

SCANNED
DEC 02 2004

25-11289

LOOKING NE AT P/D



NOV 01 2004

SCANNED

PROFILED

J. Hawker 745-7471

DEPT 12 18 BRENT THOMAS,
754-4106.

7/9/2002 I MEASURED
520 GPM (1.16 cfs)

PTO PUMP TO BITCH

N 293506.80
E 661576.40

P/D

A0007708

from WMS:

9/11/2003

25-11289

131

P/D N 293544
E 661734

A0007708

Met w/ Brent Thomas, operator. He corrected
POU map. Took photo of P/D, photo #2

Ownership info correct per Brent.

P/D is place where Brent backs tractor +
PTO pump into Spring Creek.

SCANNED

NOV 01 2004

PROFILED

CANNED

AUG 01 2001

Log for claim 25-11289

Spatial Dynamics CAT

12/28/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
05n38e	33	NENW	25	21	
Totals:			25	21	

FROM

Townsend, KariLynn

To: From: Klipfel, Terry
Sent: Wednesday, April 03, 2002 11:34 AM
To: Townsend, KariLynn
Subject: Another owner change?

Changed
4-24-02
JC

Karilynn,

Here is another water right with a deceased owner. 25-11289. Elmer Thomas's wife is now the owner. I doubt she has filed papers to have his name taken from the right.

Terry

Terry - According to the bar code, this file is a Claim residing in the name at Eastern - strictly an AI issue. Maybe Jennifer should be advised.

Thanks -
Kari Lynn
4.18.02

Vera E. Thomas
C/o J. Hawker
167 Idaho Ave
Rigby, ID 83442-1451

Elmer Thomas

Page 2

Please submit the required evidence supporting the priority date by **May 29, 1991**, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

All Notices required to submit this evidence are currently being reviewed for recommendation to the court. Hence, the need for expediency on your part or your agency. every effort should be made to submit this information within 30 days of the date of this letter.

Respectfully submitted,

Ernest Carlsen
Water right Supervisor, Adjudication

EC:sc

Enclosure: Brochure on "Evidence of Priority"
Proof Report

A25-11289
ELMER THOMAS
VERA E. THOMAS
3702 E MENAN LORENZO HWY
MENAN ID 83434

MICROFILMED

NOV 11 1992

IN THE MATTER OF:)
Priority date for)
water right #A25-11289)
Elmer W Thomas)

AFFIDAVIT

State of Idaho)
County of Jefferson)

Elmer W Thomas being first duly sworn,

deposes and says: I began pumping water June 1, 1963 from Spring

Creek point of diversion: T05N R38E S33 for irrigation use

T05N R38E S33 for 25.0 acres total

Elmer W Thomas
(Signature)

Subscribed and sworn to before me this 23 day of May, 1971.

John M. Poole
(Notary Public)

Residing at 4483 E 21st N Rigby, ID 83442
My Commission Expires July 1973

IN THE MATTER OF:)
Priority date for)
water right #A25-11289)
Elmer W Thomas)

AFFIDAVIT

State of Idaho)
County of Jefferson)

Melba H Shurtliff being first duly sworn,

deposes and says: I have personal knowledge that Elmer W Thomas
began pumping water on June 1, 1963 from Spring Creek point of
diversion, T05N R38E S33 for irrigation use T05N R38E S33 for
25 acres.

Melba Shurtliff
(Signature)

Subscribed and sworn to before me this 23 day of May, 1974.

John M. Poole
(Notary Public)

Residing at 4483 E 400 N Rigby, ID. 83442
My Commission Expires July 1977.

AFFIDAVIT

State of Idaho)
County of Jefferson)

Richard L Thomas

being first duly sworn,

deposes and says: I have personal knowledge that Elmer W Thomas
began pumping water on June 1, 1963 from Spring Creek point of
diversion, T05N R38E S33 for irrigation use T05N R38E S33 for
25 acres.

Richard S Thomas
(Signature)

Subscribed and sworn to before me this 23 day of May, 1991.

Douglas C. Wiseman
(Notary Public)

Residing at Regis, Idaho
My Commission Expires 6-26-93

April 29, 1991

Elmer Thomas
3702 E. Menan Lorenzo Hwy
Menan, ID 83434

RE: **Evidence of Priority**

Dear Mr. Thomas:

The Notice of Claim identified with the number shown at the end of this letter has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates the water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a License, Decree, or Permit. For this reason, proof must be provided supporting the priority date.

For your reference I have provided a printout of your Notice and the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read all of the pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date**".

It is our goal to recommend this historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice have been or soon will be conducted by Department personnel. But, the Department will not recommend the Notice be decreed by the court if no evidence of a priority date is submitted.

MICROFILMED

NOV 11 1992

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 25-11289
Date Received: 11/21/1988
Receipt No: E004228
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

VERA E THOMAS Phone: (208) 754-4774
C/O J HAWKER
167 IDAHO AVE
RIGBY ID USA 83442-1451

2. Date of Priority: 06/01/1963

3. Source: SPRING CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	38E	33	NE NW	JEFFERSON	

5. Description of diverting works:

PUMP IN CREEK TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.5	

7. Total Quantity Appropriated is:
0.5 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
05N	38E	33	NE NW	IRRIGATION	25

Section Acres

25 NOV 01 2004

Total Acres 25

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Beneficial Use

SCANNED

NOV 01 2004

PROFILED

SCANNED

AUG 6 2001

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: A25-11289
Date Received: 11/21/1988
Receipt No: E004228
Received By: S.M.

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ELMER THOMAS 208-754-4774
Address: 3702 E MENAN LORENZO HWY
MENAN, ID 83434

AND/OR

Name: VERA E. THOMAS 208-754-4774
Address: 3702 E MENAN LORENZO HWY
MENAN, ID 83434

2. Date of Priority: JUN 01, 1963

3. Source: SPRING CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	38E	33	NE	NW			JEFFERSON

5. Description of diverting works:
PUMP IN CREEK TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.500		

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

8. Total consumptive use is 62.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A2511289



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NOV 11 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	38E	33	NE	NW		IRR	25.0
Section Acres							25.0
Total Acres							25.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
NONE

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: - 1

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Oliver W Thomas Date: 11-21-88
_____ Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 21 day

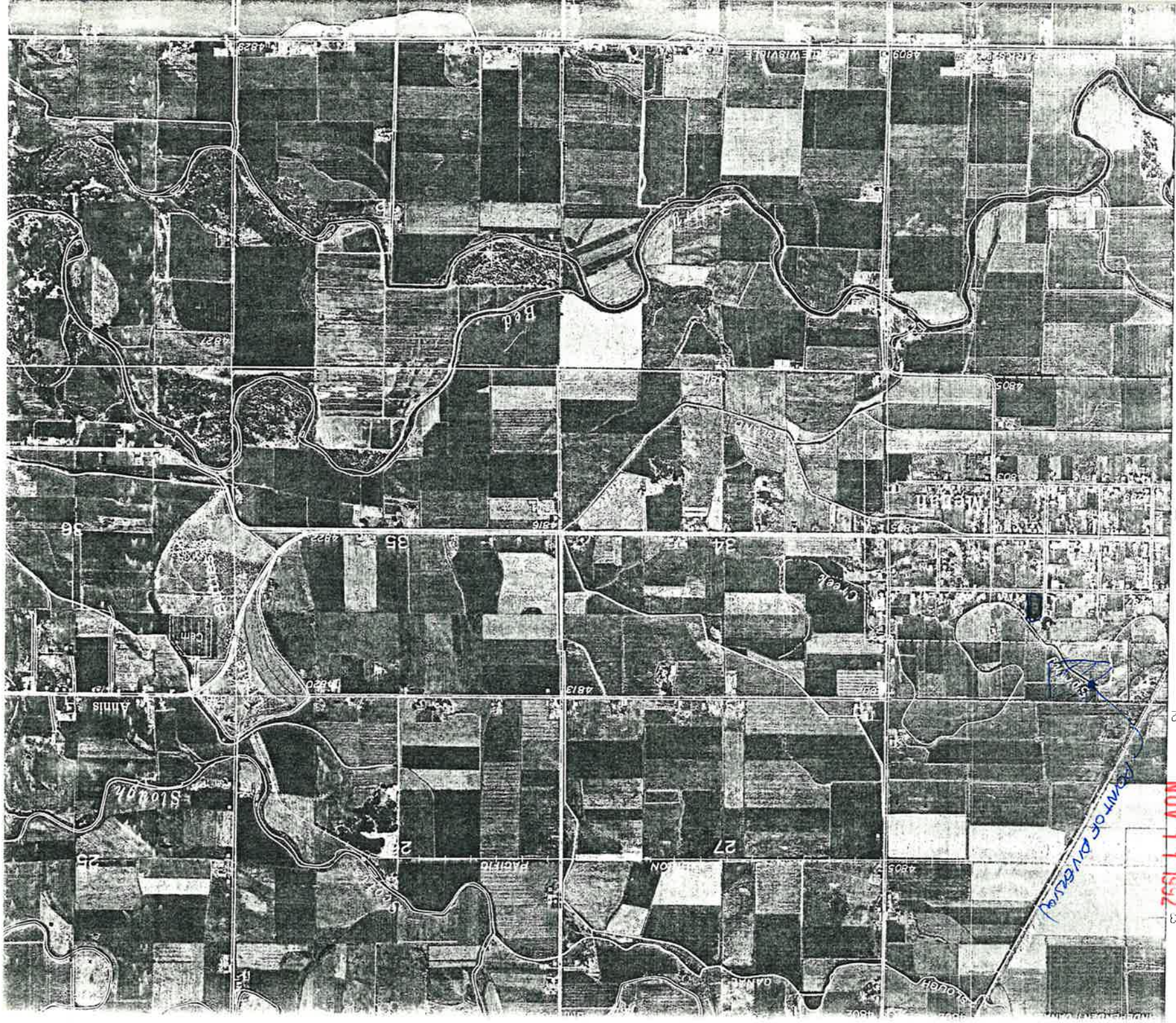
of Nov 19 88

Betty J Thompson
Notary Public

Seal

Residing at Isle Lake Falls

My Commission Expires 6/30/1991



NOV 11 1992

MICROFILMED

15 N
14 N

42' 30"

A25-11289



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 25, 2002

VERA E THOMAS
C/O BRENT THOMAS
167 IDAHO AVE
RIGBY ID 83442-1451

RE: CHANGE IN PERSON THAT CLAIM IS IN CARE OF FOR 25-11289

Dear Ms Thomas,

It has come to our attention that the person that your water right is in care of has changed. The legal description of the water right is:

T05N, R38E, SEC 33 NE/NW

Enclosed is a copy of the new claim so that you may confirm our new information.
Thank you for your help.

Respectfully submitted,

Jacqueline Murphy
Temporary Records Clerk

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 25-11289
Date Received: 11/21/1988
Receipt No: E004228
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

VERA E THOMAS Phone: (208) 754-4774
C/O BRENT THOMAS
167 IDAHO AVE
RIGBY ID USA 83442-1451

2. Date of Priority: 06/01/1963

3. Source: SPRING CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	38E	33	NE NW	JEFFERSON	

5. Description of diverting works:

PUMP IN CREEK TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.5	

7. Total Quantity Appropriated is:
0.5 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
----------	-------	---------	----------------	-----	-------

05N	38E	33	NE	NW	IRRIGATION	25
					Section Acres	25
					Total Acres	25

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Beneficial Use

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 25-11289

WATER RIGHT NUMBER: 25-11289

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ELMER W THOMAS 3702 E MENAN LORENZO HWY MENAN, ID 83434 (208)754-4774
Current Owner	VERA E THOMAS C/O J HAWKER 167 IDAHO AVE RIGBY, ID 83442-1451 (208)754-4774

Vera E. Thomas
C/o Brent Thomas
167 Idaho Ave.
Rigby, ID 83442-1451

Priority Date: 06/01/1963
Basis: Beneficial Use
Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 11/01	0.500 CFS	
<u>Total Diversion:</u>		0.500 CFS	

Location of Point(s) of Diversion

SPRING CREEK	NE1/4NW1/4	Sec. 33, Twp 05N, Rge 38E, B.M.
JEFFERSON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	38E	33					25.0												25.0

Total Acres: 25

Conditions of Approval:Remarks:Comments:Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 25-11289

Dates and Other Information:

Claim Received Date: 11/21/1988

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False