

05/18/2004

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

RIGHT NUMBER: 25-13380

NAME AND ADDRESS: GLORIA GARDNER
363 MEPPEN DR
IDAHO FALLS ID 83401

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS

The quantity of water under this right shall not exceed 2,500 gallons per day.

PRIORITY DATE: 11/01/1953

POINT OF DIVERSION:

T03N R38E S35 SWSWNW Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

DOMESTIC

01/01 12/31

0.040 CFS

PLACE OF USE:

DOMESTIC Within BONNEVILLE County

T03N R38E S35

SWNW

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

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05/18/2004

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

RIGHT NUMBER: 25-13380
NAME AND ADDRESS: GLORIA GARDNER
363 MEPPEN DR
IDAHO FALLS ID 83401
SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 0.040 CFS
The quantity of water under this right shall not exceed 2,500 gallons per day.
PRIORITY DATE: 11/01/1953
POINT OF DIVERSION:
T03N R38E S35 SWSWNW Within BONNEVILLE County
PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS

PLACE OF USE: DOMESTIC Within BONNEVILLE County
T03N R38E S35 SWNW

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use

Water Right 25-13380

1
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NOV 17 2004

Ryan

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05/18/2004

SEP 07 2004

NOTICE OF ERROR
REPLY

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: 25-13380

GLORIA GARDNER

363 MEPPEN DR

IDAHO FALLS ID 83401

Telephone Number: (208)-524-6497

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: 8/31/04 SIGNATURE: Gloria Gardner

Please print your name: Gloria Gardner

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

SCANNED

SEP 08 2004

PROFILED

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 25-13380
Date Received: 10/16/1989
Receipt No: E011009
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

GLORIA GARDNER Phone: (208)-524-6497
363 MEPPEN DR
IDAHO FALLS ID USA 83401

2. Date of Priority: 11/01/1953

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
03N	38E	35	SW SW NW	BONNEVILLE	

5. Description of diverting works:

WELL/PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
COMMERCIAL	1/01	12/31	0.04	

7. Total Quantity Appropriated is:
0.04 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
03N	38E	35	SW NW	COMMERCIAL	

11. Place of use in counties: BONNEVILLE

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NOV 17 2004

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

13. Other Water Rights Used:

14. Remarks:

WELL REPLACED IN 1977. ORIGINALLY USED FOR NATIONAL GUARD BUILDING.

15. Basis of Claim: Beneficial Use

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date:

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this

of _____ 20__

Notary Public

Residing at _____

My commission Expires _____

PROFILED

SCANNED

NOV 17 2004

SCANNED

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: A25-13380
Date Received: 10/16/1989
Receipt No: E011009
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GENE WRIGHT 208-523-9881
Address: 5836 N. YELLOWSTONE HWY.
IDAHO FALLS, ID 83401

OR

Name: ALOMA WRIGHT 208-523-9881
Address: 5836 N. YELLOWSTONE HWY.
IDAHO FALLS, ID 83401

OR

Name: FALLS PUMP 208-523-9881
Address: 5836 N. YELLOWSTONE HWY.
IDAHO FALLS, ID 83401

2. Date of Priority: NOV 01, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	38E	35	SW	SW	NW		BONNEVILLE

5. Description of diverting works:
WELL/PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
COMMERCIAL	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:
C/MACHINE SHOP & PUMP REPAIR

A25-13380

Page 1

Date: 10/16/89

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03N	38E	35	SW NW		COMMER	

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:
NONE

14. Remarks:
WELL REPLACED IN 1977. ORIGINALLY USED FOR NATIONAL GUARD
BUILDING.

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): X *Alma Wright* Date: 10-16-89
_____ Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 16th day
of Oct 19 89

Anthony S. Olenchak
Notary Public

Seal

Residing at *Moab, Utah*
My Commission Expires 9/12/1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

Date: September 19, 1989

Falls Pump
Gene and Aloma Wright
5836 N. Yellowstone
Idaho Falls, ID 83401

RE: Notice(s) of Claim to a Water Right Returned

Dear Claimant:

The Idaho Department of Water Resources (IDWR) is returning your check #1697 (\$25.00) and Notice(s) of Claim to a Water Right because of insufficient information and/or fees. All items on the notice(s) must be correctly completed and fees submitted before the IDWR can process the claim(s).

Please correct the items identified below and return the forms to the IDWR within 30 days of the date of this letter. Failure to return the corrected notice(s) within the 30-day period may result in an assessment of an additional \$50.00 late-fee.

- Wrong form submitted: A water right for a well used for commercial purposes must be claimed on a "long form" Notice of Claim (black ink). The filing fee for a commercial water right is \$50.00 plus \$100.00 per cfs claimed. Note: 20 gallons per minute is equal to 0.045 cfs.

If the date of priority (Item #2) is after March 25, 1963, an approved "Permit to Appropriate Water" should have been obtained from the IDWR. The IDWR permit number should be entered in Item #15 of the Notice of Claim, if applicable.

If the date of priority is after March 25, 1963, and a "Permit to Appropriate Water" was never completed, you should complete the enclosed permit application instead of the Notice of Claim to establish the water right. The fee schedule for the application is on the back of the application instructions.

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NOV 12 1992

If you have any questions, please call Tony Olenichak, Water
Right Agent, at (208)-525-7161.

Sincerely,

Tony Olenichak
for Ernest Carlsen

Ernest Carlsen
Adjudication Supervisor

Enclosure

MICROFILMED
NOV 12 1992

May 2, 1991

Gene Wright
5836 N. Yellowstone Hwy
Idaho Falls, ID 83401

RE: **Evidence of Priority**

Dear Mr. Wright:

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.**

Please submit the required evidence supporting the priority date by **June 3, 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.

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NOV 12 1992

Gene Wright

Page 2

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

A25-13380
GENE WRIGHT
ALOMA WRIGHT
5836 N. YELLOWSTONE HWY.
IDAHO FALLS ID 83401

MICROFILMED
NOV 12 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

Identification No. A25-13380

Date Received _____

Receipt Number _____

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

RECEIVED

SEP 18 1989

Department of Water Resources
Eastern District Office

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) FALLS PUMP Gene & Aloma Wright Phone (208) 523-9881Mailing Address 5836 N. Yellowstone Hwy. Idaho Falls Zip 834012. Date of Priority (Only one per claim) 9-15-89 Month/Day/Year3. Source of water supply (Check one) (☒) Groundwater or Other () (a) _____
Name or kind of source

which is tributary to (b) _____

4. Location of point of diversion is: Township A SW1/4 Range SW1/4 NW1/4.Section 35, 1/4 of T 3N, 1/4 of R38 1/4, Govt. Lot 86, BMCounty of Bonneville

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. _____

Pump & well

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For	<u>Domestic</u>	purposes from	<u>1-1</u>	to	<u>12-31</u>	amount	<u>0.04</u>
					(Both dates are inclusive)		
For		purposes from		to		amount	

7. Total quantity claimed _____ (cfs) 20 Gal Per Minute

8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) MACHINE SHOP & PUMP REPAIR COMMERCIAL

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A2513380



10. Place of use is: Township: A SW1/4 Range SW1/4 NW1/4

Section 35, 1/4 of T 3N 1/4, Govt. Lot R38, B.M.,

County of Bonneville for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any NO

11. In which county (ies) are lands listed above as place of use located? Bonneville

12. Do you own the property listed above as place of use? Yes X No

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. None (X)

14. Remarks:

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court Decree Date Plaintiff vs Defendant

If applicable provide IDWR Water Right Number

By signing I/We acknowledge reading the notice on the back of this claim form.

I/We wish to receive for a small annual fee monthly copies of the docket sheet.

YES NO

16. Signature (s)

Number of Attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Date

 Date

X For Organizations: I do solemnly swear or affirm that I am Owner Title

of Falls Pump that I have signed the foregoing

document in the space below as FALLS PUMP Owner of Falls pump

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Alma H. Wright Date 9-15-89

Title and Organization FALLS PUMP

State of Idaho/or IDAHO)

County of BONNEVILLE) SS.

Subscribed and sworn (or affirmed) before me this 15TH day of SEPTEMBER 19 89

SEAL

Notary Public Raymond French

Residing at IDAHO FALLS

My Commission Expires 11-9-93

Last Name FESSLER Ident No.

Copies: White-State, Yellow-Claimant

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NOV 12 1992



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

February 28, 2003

Dear Claimant in the Snake River Basin Adjudication (SRBA):

About 13 years ago you or your predecessor filed with the Idaho Department of Water Resources a claim to water right in the Snake River Basin. The investigation phase of this process is now focused on your area, Basin 25.

You are invited to attend a public meeting to be held on March 10 at 7:00 p.m. in the West Coast/Red Lion Hotel, 475 River Parkway, Idaho Falls, Targhee and Bonneville Rooms. The purpose of this meeting is for (1) the Department to update you on how the adjudication process works, and (2) for you, the claimant, to express concerns or discuss problems relating to water delivery in your area. This will help us to understand from an historical perspective the use and delivery of your water right.

Throughout this summer our adjudication staff, primarily from our Eastern Regional Office but also at times from Boise, will be contacting various water users in Basin 25. We ask for your cooperation in this process – the better we understand your water rights the better chance of you receiving an accurate decree from the SRBA Court that fully describes your water rights.

This investigation effort is being conducted by an experienced and successful staff. During recent years, this staff has accurately investigated and reported water rights in neighboring basins including the Big Lost River, the Little Lost River, Birch Creek, Camas Creek and the Portneuf River.

Please contact the Idaho Falls Office with any questions.

Sincerely,

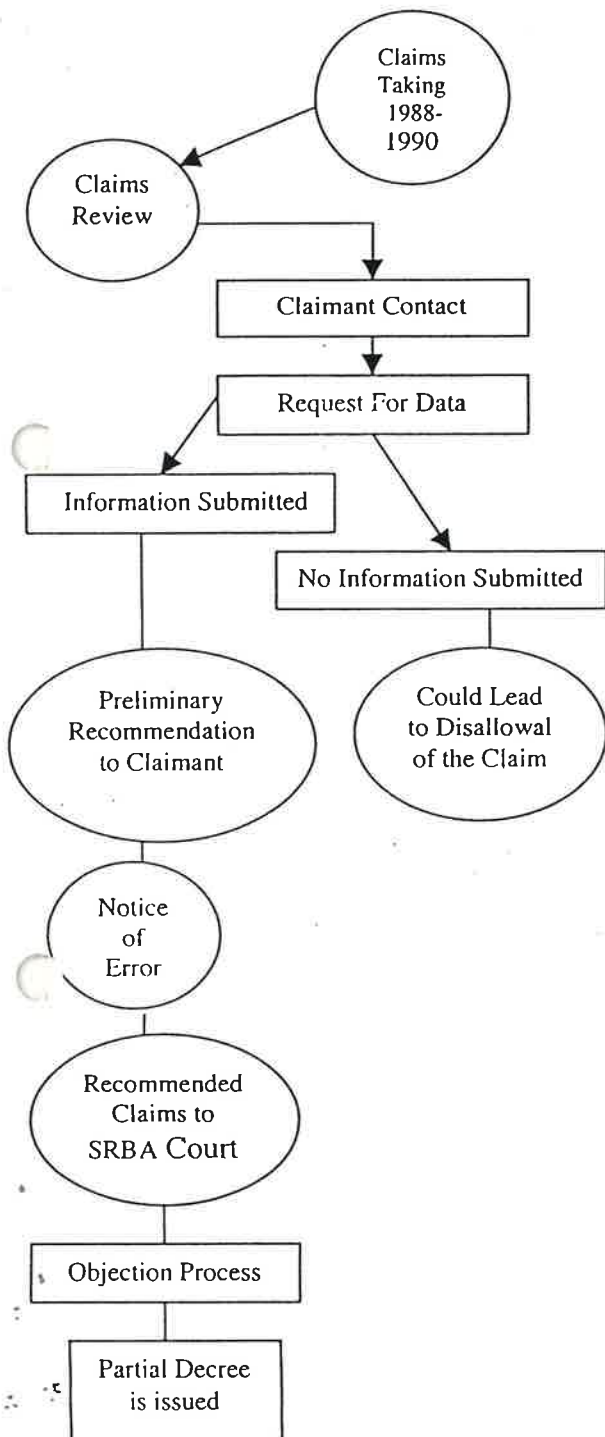
Ernest Carlsen
Adjudication Supervisor, Eastern Region

Enclosure: Information Brochure



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NOV 17 2004



Questions and Answers:

Q: Why now? I adjudicated my water rights in 1989.

A. You filed your claims in 1989. Now we are investigating those claims to make accurate recommendations to the Fifth District Court.

Q: If I furnish more information will you take away my water right?

A. The State does not want your water right. We ask for additional information so that we may make accurate recommendations of Beneficial Uses of the water rights. Our schedule is very tight – we need the info ASAP.

Q: How much more money do you want?

A. You paid for your claim in 1989, or so. There might be additional fees only in extenuating circumstances, such as additional acres or new claims.

Q: How come you want me to file another claim?

A. If we suggest you file additional claims it means we have found

additional uses of water to which you may be entitled, or we have identified additional acres.

Q: What about my Domestic well and Stockwater?

A. There is no statutory requirement to file either; but IDWR accepts your Domestic and/or Stockwater claims.

The Tools We Use:

In the evaluation of water right claims and preparation of recommendations the adjudication staff utilize:

- State-of-the-art computer technology.
- High resolution 1987 NAPP photography to identify the place of use.
- Global Positioning System (GPS) used to pin-point points of diversion or detail significant features.
- Prior decrees, licenses and transfers.
- Water measurements for claims based on beneficial use.
- Watermaster records
- Historical records
- Claimant input and participation

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

MAY 05 2004

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, 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
	25-13380				

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

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

Gene Wright
Alamha Wright

4. New Owner/Claimant(s)

Gloria Gardner

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

363 Meppen Dr.

City, State and ZIP Code

IDAHO Falls, IDAHO 83401

New Telephone Number

(208) 522-0931

5. Date you acquired the property

Oct 20, 1994

shop - 5836 N. Yellowstone
Idaho Falls, Id.
83401

SCANNED

NOV 17 2004

PROFILED

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION RECEIVED _____

Wayne Jack Gardner

the Grantor, does hereby REMISE, RELEASE and forever QUITCLAIM unto

Gloria Kay Gardnerthe Grantee, whose current address is 363 Meppen DriveIdaho Falls, Idaho 83401following described real estate situated in Bonneville

County, State of Idaho, to-wit: Beginning at a point on the East boundary line of U.S. Highway #191, that is North 297.20 feet and N. 88°52' E. 33.0 feet from the West Quarter Corner of Section 35, Township 3 North, Range 38 East of the Boise Meridian, and running thence N. 88°52' E. 176.80 feet; running thence North 54.80 feet; thence N. 88°52' E. 40.7 feet; thence North 128 feet; thence S. 88°52' W. 217.50 feet to the East Boundary line of U.S. Highway #191; running thence South along the Easterly right of way line of U.S. Highway # 191, a distance of 182.80 feet to the point of beginning.

Beginning at a Point that is North 315.20 feet and N. 88°52' E. 209.80 feet from the West Quarter Corner, of Section 35, Township 3 North, Range 38, East of the Boise Meridian, Bonneville County, Idaho; thence North 36.80 feet, thence N. 88°52' E. 40.7 feet, thence North 128.0 feet, thence N. 88°52' E. 19.30 feet, thence South 164.80 feet, thence S. 88°52' W. 60.00 feet to the Point of Beginning.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED: February 21, 1996.Wayne Jack Gardner

STATE OF IDAHO, County of BONNEVILLE
On this 21st day of February 19 96
before me, JILL HANSEN, a
Notary Public in and for the said State personally
appeared WAYNE JACK GARDNER

Known to me to be the person(s) whose name(s) IS
subscribed to the within instrument, and acknowledges
to me that he executed the same.

Jill HansenNotary Public
IdahoResiding at: 1000 F. Rigby,
Comp. Expires: 8-23-99

-THIS SPACE FOR COUNTY RECORDER'S USE ONLY-

INSTRUMENT NO. 914779
DATE 2-21-96
INST. CODE 220
FICHE NO. 300
FEE

STATE OF IDAHO
COUNTY OF BONNEVILLE
I hereby certify that the within
Instrument was recorded.

Ronald Langmore,
County RecorderBy [Signature]
Request of Gloria Kay Gardner363 Meppen Dr
83401

IDAHO TITLE & TRUST COMPANY
Escrows • Title Insurance

SCANNED

NOV 17 2004

PROFILED

File Number: 21,348

Instrument No. _____

887891

THIS DEED OF TRUST, dated 20th day of October, 1994, between

WAYNE JACK GARDNER and GLORIA K. GARDNER, husband and wife, herein called GRANTOR,
whose address is 5836 YELLOWSTONE HWY, Idaho Falls, ID 83401

IDAHO TITLE AND TRUST COMPANY, an Idaho corporation, herein called TRUSTEE,
and ALOMA H. WRIGHT, a single person

herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO
TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of BONNEVILLE,
State of Idaho, described as follows and containing not more than twenty acres:

Beginning at a point on the East boundary line of U.S. Highway #191,
that is North 297.20 feet and N. 88°52' E. 33.0 feet from the West
Quarter Corner of Section 35, Township 3 North, Range 38 East of the
Boise Meridian, and running thence N. 88°52' E. 176.80 feet; running
thence North 54.80 feet; thence N. 88°52' E. 40.7 feet; thence North
128 feet; thence S. 88°52' W. 217.50 feet to the East Boundary line of
U.S. Highway #191; running thence South along the Easterly right of
way line of U.S. Highway #191, a distance of 182.80 feet to the point
of beginning.

Beginning at a Point that is North 315.20 feet and N. 88°52' E. 209.80
feet from the West Quarter Corner, of Section 35, Township 3 North,
Range 38, East of the Boise Meridian, Bonneville County, Idaho;
thence North 36.80 feet, thence N. 88°52' E. 40.7 feet, thence North
128.0 feet, thence N. 88°52' E. 19.30 feet, thence South 164.80 feet,
thence S. 88°52' W. 60.00 feet to the Point of Beginning.

TOGETHER WITH the 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, or even date herewith,
executed by Grantor in the sum of:

Fifty Thousand and 00/100, (\$50,000.00)

Final payment due: November 20, 2014

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to
the Grantor 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 the 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.

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 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 thereof; not to commit, suffer or permit any act upon said
property in violation of law 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.

RECORDED
BONNEVILLE COUNTY
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IDAHO TITLE & TRUST CO.
P.O. BOX 50367
IDAHO FALLS, ID 83415

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 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 judgement 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.

8. 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

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 hereof, 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 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 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.

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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.

Wayne Jack Gardner Gloria K. Gardner
WAYNE JACK GARDNER GLORIA K. GARDNER

INDIVIDUAL ACKNOWLEDGMENT

State of Idaho, County of BONNEVILLE

On this 20th day of October, 1994, before me, the undersigned, a Notary Public in and for said State personally appeared WAYNE JACK GARDNER and GLORIA K. GARDNER, husband and wife known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Residing at: IDAHO FALLS, Idaho
Commission Expires: November 23, 1998

Notary Public

INSTRUMENT NO.	887891
DATE	10-20-94
INST. CODE	265
FICHE NO.	10188-51
FEES	900
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By <u>[Signature]</u> Deputy	
Request of FURTHER AND/OR ADDITIONAL	

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

To IDAHO TITLE AND TRUST COMPANY, Trustee:

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

The undersigned hereby certifies that the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Signature of Beneficiary

Dated

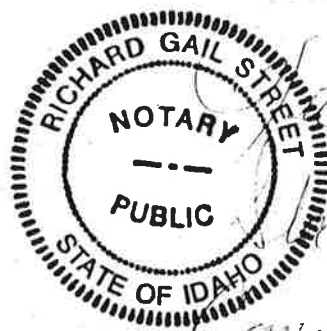
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To Whom It May Concern:

In 1983 we drilled a well at the location of 5836 N. Yellowstone Highway in Idaho Falls, ID. We Purchased a water right in 1985, the water right needs to be transferred to Wayne Gardner at A-OK Radiators at 5836 North Yellowstone Highway, Idaho Falls, ID.

Respectfully,
Donald Gene Wright

Donald Gene Wright



Richard Gail Street
Notary Public
Commission Expires 3-29-07
5-11-04

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PROFILE