

IDAHO DEPARTMENT OF WATER RESOURCES 12/04/2001  
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

**Water Right 29-10031**

NAME AND ADDRESS: EDWARD A NEWTON  
772 C ST  
WASHOUGAL WA 98671

SOURCE: SPRING TRIBUTARY: SINKS

QUANTITY: 0.08 CFS

PRIORITY DATE: 07/19/1952

POINT OF DIVERSION:

T07S R36E S36 SESESW Within BANNOCK 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       |
| IRRIGATION            | 04/01 10/31          | 0.040 CFS       |

PLACE OF USE: DOMESTIC Within BANNOCK County

T08S R36E S01 NENW

IRRIGATION Within BANNOCK County

T08S R36E S01 NENW 2.0

2 ACRES TOTAL

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

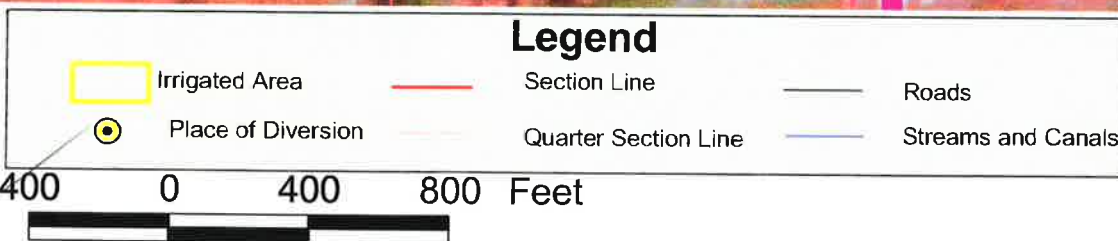
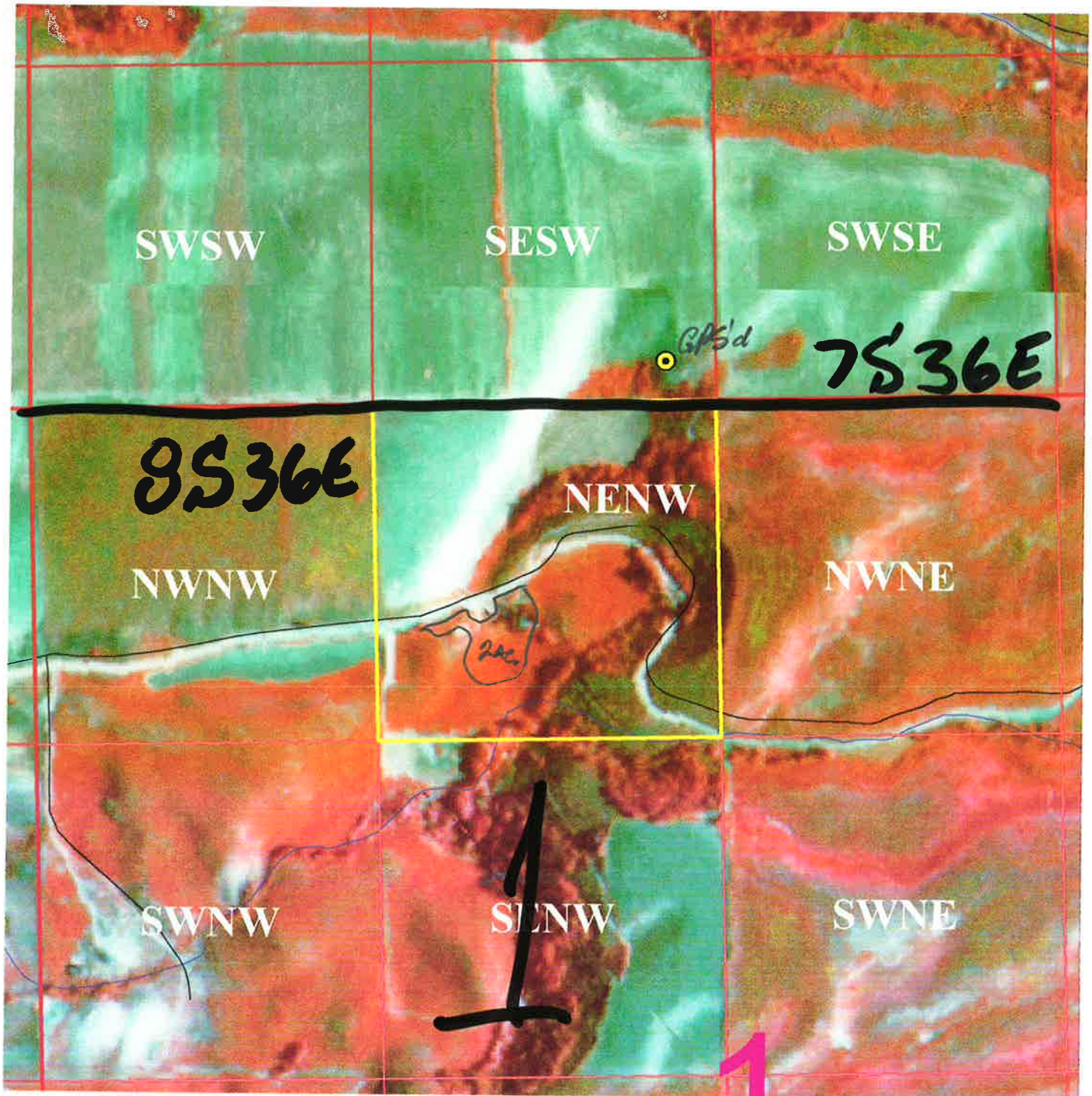
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: Beneficial Use

# Water Right Claim Number A29-10031

08/23/2000

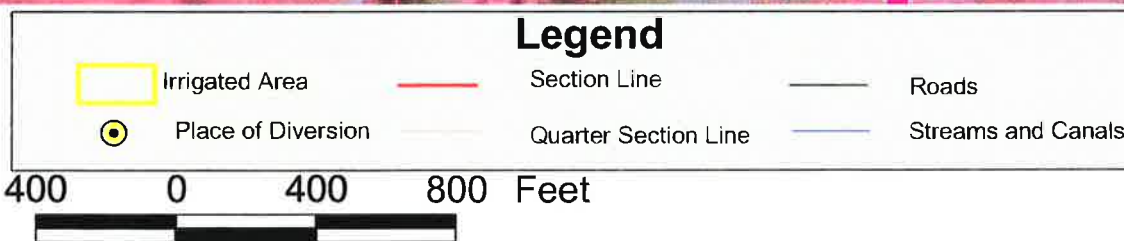
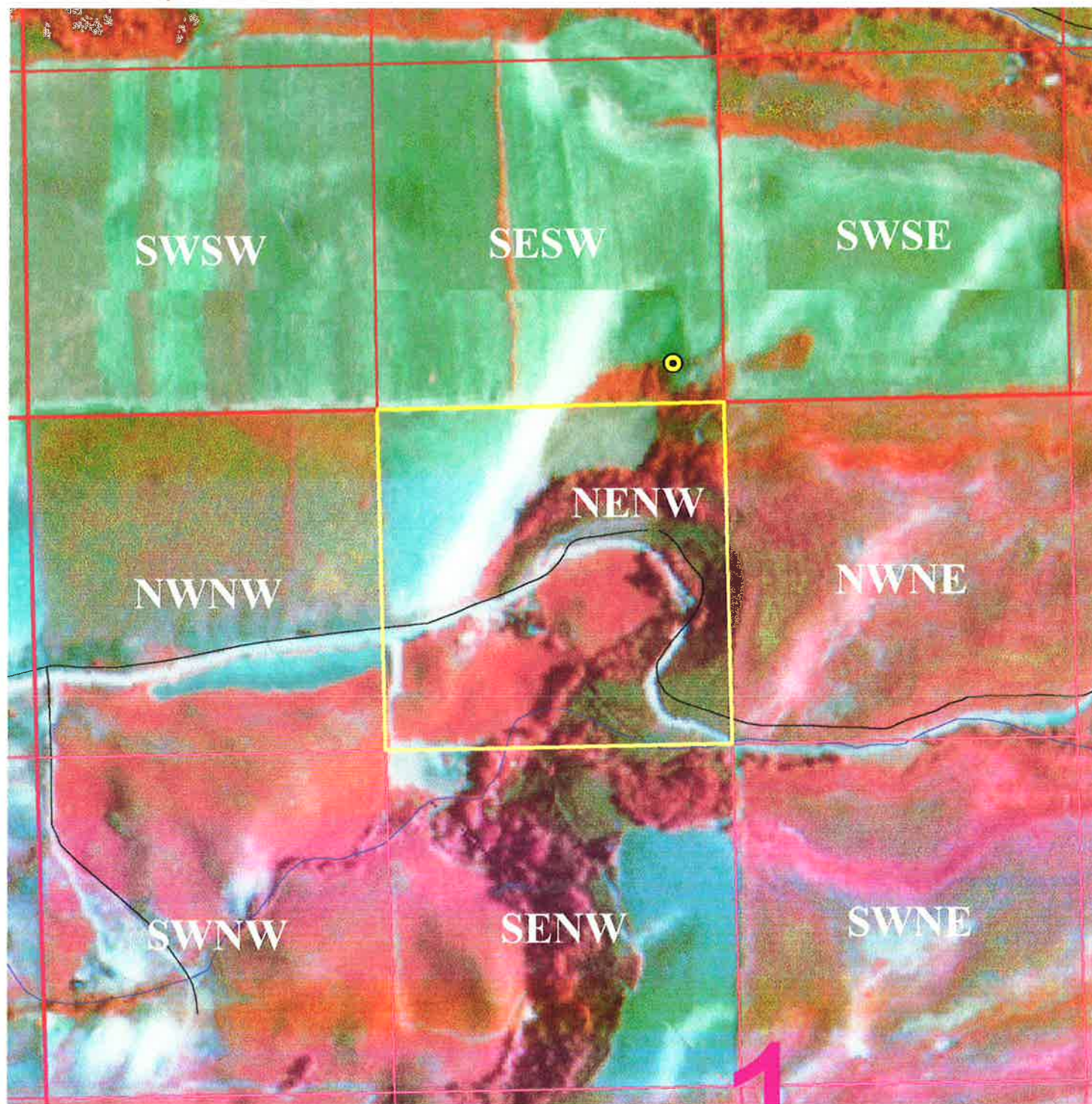
Township , 8S36E



# Water Right Claim Number A29-10031

08/23/2000

Township , 8S36E



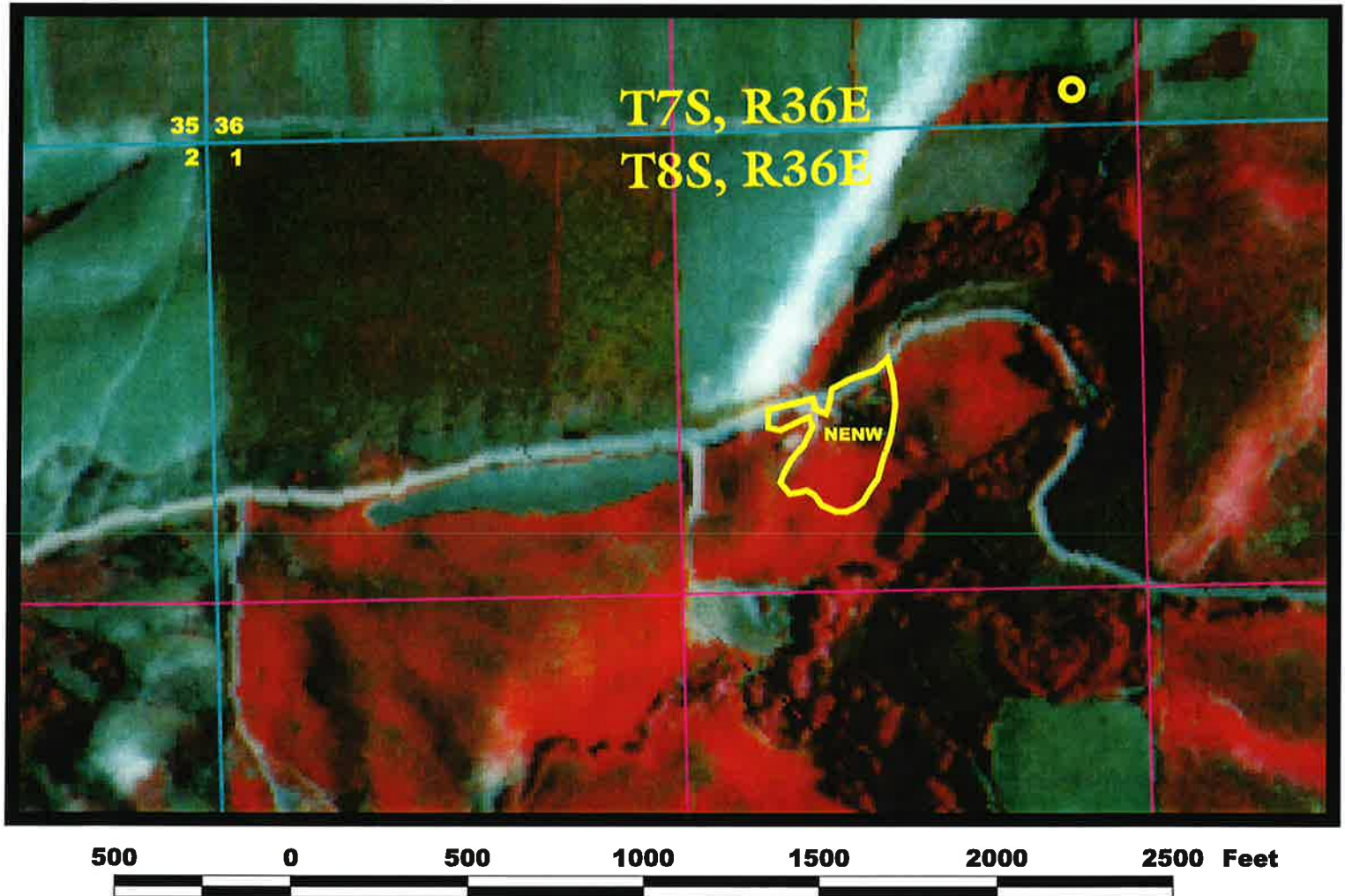


# STATE OF IDAHO

## Department of Water Resources

### Eastern Region

## Water Right(s): 29-10031



### LEGEND

- SESE Place of Use
- Section
- Quarter-Quarter
- Point of Diversion

Place of Use: T8S, R36E  
(part of) Sec. 1 NENW

Point(s) of Diversion: T7S, R36E  
Sec. 36 SESESW

**PROFILE**



SCANNED

MAY 17 2006

GIS Place of Use Illustration  
1987/1988 NAPP photography  
Prepared by: A. Ruberry  
Date: December 2001

SCANNED

MAY 18 2001

Log for claim A29-10031

Spatial Dynamics PJM

8/23/00

| TR      | SEC | QQ   | Acres<br>Claimed | Acres<br>Found | COMMENT        |
|---------|-----|------|------------------|----------------|----------------|
| 07s36e  | 36  | SESW | 0                | 0              | POD placement? |
| 08s36e  | 1   | NENW | 2                | 40             | Indiscernible  |
| Totals: |     |      | 2                | 40             |                |

10/10/01 Visited POD of Gerard Newton, Father, ROUNDO POOL,  
 Request for EVIDENCE re Priority. RECEIVED, ADVANCED  
 Priority date to ~~Dec 31~~, 1952  
 Stock - 12 cows July 19,

12/03/01 Note ADDRESS - Mr. Gerard Newton says EDWARD is  
 IN WASHINGTON - Lost MESS w/ Gerard's phone to call.  
 Mrs. Newton Called: ADVISED ADDRESS FOR EDWARD IS  
 772 C St.  
 WASHOLICAL WA 98671

NO ADDRESS FORM  
 ABR





# IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 29



RIGHT ID     
POD ID   
Quad   
Claim Type   
Easting   
Northing   
GPSID

## Diversion Description

Went to property. Spoke with claimant. Can not determine which springs correspond to which claim. Al Ruberry completed exam.

## Assumptions

Location of POD not defined.

Invoice #

Phase-0 (No Attention)  
Phase-I (Ready to Go to Field)  
Phase-II (Site Visit - Data Missin  
Phase-III (Complete w/issues)  
Phase-IV (Total Complete)

Linked

Photos

EPE (ft)

Date (M/D/Y)

Time

Flow Rate (CFS)

0

## Open Channel Flow

☐ Complete one box from both Area and Calculation sections

### Cross Sectional Area

#### ☐ Circular Channel

- ☐ Less than half full  
☐ Half full  
☐ More than half full  
☐ Full

Diameter

Depth

#### ☐ Rectangular Channel

Width

Depth

### Flow Calculation

☐ Continuity

Velocity

#### ☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline

#### ☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

#### ☐ Manning (If used, include photo of representative channel section)

Channel Slope

|                     |                           |      |
|---------------------|---------------------------|------|
| Channel Description | Concrete lined            | .016 |
|                     | Smooth earth              | .025 |
|                     | Earth                     | .033 |
|                     | Rough bed, weeds on sides | .04  |
|                     | Smooth natural stream     | .033 |
|                     | Rough natural stream      | .1   |

## Pumped System

☐

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

## New Contact Information

☐

New Contact Comments

*This Form and the associated query are the exclusive intellectual property of Intrepid Engineering Services, and may not be copied, modified, or distributed without the express written consent of Intrepid Engineering Servc, Inc.*

T7S, R36E

T8S, R36E

35 36

2 1

NENW

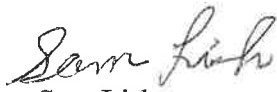
2



October 15, 2001

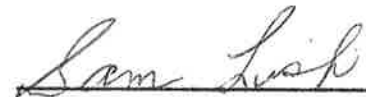
To whom it may concern:

Edward Newton has requested that I provide evidence about when water for the claim #29-10031 was actually put to beneficial use. I lived in the house at 1341 Lower Rock Creek Rd., and used the water, and also observed its use from the spring that the claim covers. In 1952, I helped install a concrete spring box. With horse drawn equipment and hand digging, we also installed a plastic water line from the spring to our house on Lower Rock Creek Road. As far as my knowledge goes, I can attest to the fact the water under this claim has been flowing and under continuous use since at least 1952.

  
Sam Lish

2277 N. Inkom Rd.

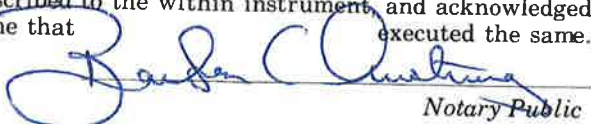
Inkom, ID


STATE OF IDAHO, COUNTY OF

On this 24th day of Oct, 2000,  
before me a notary public in and for said State, personally  
appeared Sam Lish

known to me to be the person whose name  
subscribed to the within instrument, and acknowledged  
to me that Sam Lish executed the same.

  
Notary Public  
Idaho

Residing at Poc Ida  
Comm. Expires 4-01-2004

AJ5809NP  
No. A29-10031

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/22/00  
PAGE: 178

| OWNER<br>CODE                        | NAME & ADDRESS                                                    | PRIORITY<br>DATE | WATER USE              | USE PERIOD<br>FROM TO      | DIVERSION<br>RATE      | DIVERSION<br>VOLUME |
|--------------------------------------|-------------------------------------------------------------------|------------------|------------------------|----------------------------|------------------------|---------------------|
| C                                    | EDWARD A NEWTON<br>PO BOX 489<br>INKOM ID 83245<br>(208) 775-3163 | 07/19/1917       | IRRIGATION<br>DOMESTIC | 04-01 11-01<br>01-01 12-31 | 0.040 CFS<br>0.040 CFS |                     |
| TOTAL DIVERSION:<br>CONSUMPTIVE USE: |                                                                   |                  |                        |                            | 0.080 CFS              | 5.00 AFA            |

Water Source: SPRING

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion:

T08S R36E S36

SESESW

BANNOCK County

Place of use Legal Description for: IRRIGATION

|             |     |   |   | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |     |     |
|-------------|-----|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|
| T           | R   | S | : | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac  | SUM |
| 08S         | 36E | 1 | : |    |    |    |    |    |    |    | 02 |    |    |    |    |    |    |    |     | 2.0 |
| TOTAL ACRES |     |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 2.0 |     |

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 |  |
| 08S | 36E | 1 | : |    |    |    |    |    |    |    | D  |    |    |    |    |    |    |    |    |  |

POU County: BANNOCK

Non-Irrigation Uses: DOMESTIC - 1 HOME,

Other Rights: NONE

Other Water Rights Listing Overlapping Place(s) of Use:  
A29-04038

Dates: Exam Made Date: Verified Date: Objection Filed Date:

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

Audit: 11/10/88 MCC 04/29/92 THOMPSON 07/06/92 THOMPSON 07/29/94 THOMPSON  
01/09/95 DCARLSON 03/29/95 POST-STD



JULY 6, 1992

REALTY WORLD  
C FORSMAN  
1424 YELLOWSTONE SUITE A  
POCATELLO ID 83206

RE: CHANGE IN OWNERSHIP FOR A29-10031

Dear Mr. Forsman:

The request for Change in Ownership concerning your client's Notice of Claim in the above reference has been processed and the Notice modified to reflect your client as the new owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your client's records.

Respectfully submitted,

Dave Carlson  
Water Rights Agent, Adjudication

DC:jt

Enclosure

cc: Edward Newton/new owner

**MICROFILMED**

**NOV 13 1992**



# NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

**RECEIVED**  
MAY 28 1992

DATE OF CLOSING: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY: Township 8 Range 36  
Section 1, 1/4 of \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4, Govt. Lot 8 BM  
Lot 3, Block, \_\_\_\_\_, Subdivision/Townsite \_\_\_\_\_  
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)  
Assigned by IDWR: A29-10031

☐ Name and Address of Former Owner/Claimant(s)(Seller): ANA LEE HISH  
624 W WYETH

☐ New Owner/Claimant (Purchaser): POCATELLO ID 83204  
Edward A Newton

☐ New Mailing Address: 71 Riverside drive  
POCATELLO, IDAHO 83204

☐ New Telephone Number: (208) 233-7724

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no  
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: Deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s): Edward A Newton Date 5-22-92

☐ Signature of Former Owner/Claimant(s): \_\_\_\_\_ Date \_\_\_\_\_

(Signature of former claimant(s) is not required if proof of ownership is attached.)

## FOR IDWR USE ONLY:

Initial Review and Data-Entry  
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Further Action Needed:

Further Action Taken  
Date: \_\_\_\_\_ By: \_\_\_\_\_

Final Review and Data-Entry  
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Claim Numbers of Split, if any:

**MICROFILMED**  
NOV 13 1992

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

**RECEIVED**  
MAY 28 1992

Department of Water Resources

AMERICAN LAND TITLE CO.

52 MAY 12 AIC:17

92007056

563

W.S.M. P.S.

CAR 3

5-1  
[Space Above This Line For Recording Data]

# DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on May 4, 1992. The grantor is Michael Newton and Parveen Newton, husband and wife, and a single person ("Borrower"). The trustee is American Land Title Company ("Trustee"). The beneficiary is a single person ("Lender"), which is organized and existing under the laws of Idaho, and whose address is [blank].

Lender advances to Borrower under the principal sum of Twenty-seven thousand and no cents (\$27,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 1997.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Bennecko County, Idaho:

See Attached Exhibit "A"

|                                         |                        |                |
|-----------------------------------------|------------------------|----------------|
| Post-it brand fax transmittal memo 7671 |                        | # of pages = 5 |
| To: <b>EWAT</b>                         | From: <b>ALTC</b>      |                |
| On: <b>RWCF</b>                         | On: <b>ALTC</b>        |                |
| Dept: <b>237-8382</b>                   | Phone: <b>232-6148</b> |                |
| Fax: <b>237-8382</b>                    | Fax: <b>232-6148</b>   |                |

Which has the address of

Idaho

(Zip Code)

(Street)  
("Property Address")

(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. The foregoing is referred to in this Security Instrument as the "Property."

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

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

92007056

P.11

(472

A TRACT OF LAND SITUATE IN GOV'T LOT 3 OF SECTION 1, TOWNSHIP 8  
SOUTH, RANGE 36 EAST, BOYSE MERIDIAN, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE SW CORNER (NW 1/16 CORNER) OF GOV'T LOT 3 MONUMENTED BY  
A 5/8 INCH DIAMETER REBAR WITH A PLASTIC CAP ATTACHED MARKED L.S. 447  
THENCE N 0°18'02" E, ALONG THE WESTERLY BOUNDARY OF SAID GOV'T LOT 3, A  
DISTANCE OF 417.36 FEET, TO THE CENTERLINE OF LOWER ROCK CREEK ROAD;  
ALONG SAID CENTERLINE AS FOLLOWS:

135.73 FEET ALONG THE ARC OF A 1339.39 FEET RADIUS CURVE LEFT THE LONG  
CHORD OF WHICH BEARS N 77°57'15" E, A DISTANCE OF 155.64 FEET; THENCE N  
74°37'24" E, A DISTANCE OF 58.68 FEET; THENCE N 69°23'47" E, A DISTANCE OF  
248.75 FEET; THENCE 130.52 FEET ALONG THE ARC OF A 508.94 FT. RADIUS CURVE  
LEFT, THE LONG CHORD OF WHICH BEARS N 62°02'57" E, A DISTANCE OF 130.17  
FEET; THENCE N 54°42'08" E, A DISTANCE OF 246.11 FEET; THENCE 136.39 FEET  
ALONG THE ARC OF A 143.46 FT. RADIUS CURVE RIGHT, THE LONG CHORD OF WHICH  
BEARS N 81°36'13" E, A DISTANCE OF 131.31 FEET; THENCE S 70°49'40" E, A  
DISTANCE OF 182.88 FEET; THENCE 163.11 FEET ALONG THE ARC OF A 146.79 FT.  
RADIUS CURVE RIGHT, THE LONG CHORD OF WHICH BEARS S 38°46'23" E, A DISTANCE  
134.73 FEET; THENCE S 5°42'51" E, A DISTANCE OF 101.07 FEET; THENCE  
169 FEET ALONG THE ARC OF 81.54 FT. RADIUS CURVE RIGHT, THE LONG CHORD OF  
WHICH BEARS S 18°32'12" W, A DISTANCE OF 78.10 FEET; THENCE S 43°47'16" W,  
DISTANCE OF 134.77 FEET; THENCE 267.89 FEET ALONG THE ARC OF A 138.32 FT.  
RADIUS CURVE LEFT, THE LONG CHORD OF WHICH BEARS S 12°41'10" E, A DISTANCE  
227.92 FEET; THENCE S 67°09'39" E, A DISTANCE OF 263.39 FEET; THENCE  
LEAVING SAID CENTERLINE N 89°32'38" W, ALONG THE SOUTHERLY BOUNDARY OF  
GOV'T LOT 3 A DISTANCE OF 1341.70 FEET, TO THE POINT OF BEGINNING.

NOA 13 1005

RECORDED

92007056

5470

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

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

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

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

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

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

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

RECEIVED 8/20/00 0000000 208 233 0212

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

19. Acceleration Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

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

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

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall reconvey the Property and shall surrender this Security Instrument to Trustee. Trustee shall reconvey the Property without any encumbrance to the person or persons legally entitled to it. Such person or persons shall pay any recorded taxes.

22. Substitution Trustee. Lender may, for any reason or on any condition, substitute any Trustee appointed hereunder. Without prejudice to all the title, power and duties conferred upon Trustee he

23. Area and Location of Property. Either the Property is located within an incorporated city or village.

24. Riders to this Security Instrument. If one or more riders to this Security Instrument, the covenants and agreements of each supplement the covenants and agreements of this Security Instrument. (Check applicable box(es))

- |                                                  |                                       |
|--------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium  |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit |
| <input type="checkbox"/> Other(s) (specify)      |                                       |

**NOTARY SEAL**

STATE OF IDAHO, COUNTY OF Bannock

On this 1st day of May, 1992, before me, a notary public in and for said State, personally appeared

Edward Newton

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

*Edward Newton*  
Notary Public

Residing at Pocatello  
Comm. Expires 08/20/96

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any other instrument executed by Borrower and recorded with it.

*Edward Newton*  
Edward Newton

*Michael Newton*  
Michael Newton (Seal)  
Borrower

*Farveen Newton*  
Farveen Newton (Seal)  
Borrower

(Borrower Below This Line For Acknowledgment) WDA 13 1995

California

175 OF 1992

Santa Barbara County 11:

On this 30th day of April, 1992, I, the undersigned, a Notary Public in and for said county and personally appeared Michael Newton and Farveen Newton and proved to me to be the person(s) who executed the foregoing instrument, 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 certificate above written.

**NOTARY SEAL**

JANICE M. MEYER

Comm. Expires

*Janice M Meyer*  
Notary Public residing at 1452 S Broadway Santa Barbara, CA 93102  
Feb 16 1993

469

UNIFORM CONVEYANCES Borrower and Lender covenant and agree as follows:

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower agrees in writing that interest shall be paid on the Funds. Unless an agreement is made or applied, Borrower shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender the deficiency in one or more payments as required by Lender.

3. **Application of Payments.** Lender shall promptly refund to Borrower any payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any payment in full of all sums secured by this Security Instrument.

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

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend beyond the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount for any payment due under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leasehold.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

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

WON 13 1993

WON 13 1993

MAY 18 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: A29-10031

Date Received: 11/10/1988

Receipt No: E003967

Received By: \_\_\_\_\_

*General  
175-3163*

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

1. Name: EDWARD A NEWTON 208-233-7724  
Address: 71 RIVERSIDE DRIVE  
POCATELLO ID 83204

2. Date of Priority: JUL 19, 1917

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County  |
|----------|-------|---------|--------|--------|--------|-----|---------|
| 08S      | 36E   | 36      | SE     | SE     | SW     |     | BANNOCK |

5. Description of diverting works:  
HEADBOX AT SPRING TO PIPELINE TO 1 HOME

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 |      |        |
| IRRIGATION | 04/01 | 11/01 | 0.040 |      |        |

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

8. Total consumptive use is 5.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
DOMESTIC - 1 HOME,

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 of | Lot | Use    | Acres |
|----------|-------|---------|--------|--------|-----|--------|-------|
| 08S      | 36E   | 1       | NE     | NW     |     | DOMEST |       |
|          |       |         | NE     | NW     |     | IRR    | 2.0   |

MICROFILMED

NOV 13 1992

10. Place of Use: Continued

| Township | Range | Section | 1/4 of 1/4 | Lot | Use           | Acres |
|----------|-------|---------|------------|-----|---------------|-------|
|          |       |         |            |     | Section Acres | 2.0   |
|          |       |         |            |     | Total Acres   | 2.0   |

11. Place of use in counties: BANNOCK

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 \_\_\_\_\_ 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: \_\_\_\_\_

**MICROFILMED**  
**NOV 13 1992**

State of Idaho )  
County of \_\_\_\_\_ ) SS.

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Seal

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**MICROFILMED**

**NOV 13 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: A29-10031  
Date Received: 11/10/1988  
Receipt No: E003967  
Received By: \_\_\_\_\_

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: ANA LEE LISH  
Address: 624 W WYETH  
POCATELLO ID

208-233-4765

93204

2. Date of Priority: JUL 19, 1917

3. Source: SPRING

Trib. to: SINKS

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County  |
|----------|-------|---------|--------|--------|--------|-----|---------|
| 08S      | 36E   | 36      | SE     | SE     | SW     |     | BANNOCK |

5. Description of diverting works:  
HEADBOX AT SPRING TO PIPELINE TO 1 HOME

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 |      |        |
| IRRIGATION | 04/01 | 11/01 | 0.040 |      |        |

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

A.F.A.

8. Total consumptive use is 5.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
DOMESTIC - 1 HOME,

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 of | Lot | Use    | Acres |
|----------|-------|---------|--------|--------|-----|--------|-------|
| 08S      | 36E   | 1       | NE     | NW     |     | DOMEST |       |
|          |       |         | NE     | NW     |     | IRR    | 2.0   |

MICROFILMED

A29-10031

Page 1

Date: 04/29/92

NOV 13 1992

10. Place of Use: Continued

| Township | Range | Section | 1/4 of 1/4 | Lot | Use           | Acres |
|----------|-------|---------|------------|-----|---------------|-------|
|          |       |         |            |     | Section Acres | 2.0   |
|          |       |         |            |     | Total Acres   | 2.0   |

11. Place of use in counties: BANNOCK

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 \_\_\_\_\_ 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): Anna Lee Lisk Date: 5/7/92  
\_\_\_\_\_  
Date: \_\_\_\_\_

MICROFILMED  
NOV 13 1992

State of Idaho )  
County of Bonniville ) SS.

Subscribed and sworn (or affirmed) before me this 7<sup>th</sup> day  
of may 19 92

Seal

Betty J. Thompson  
Notary Public

Residing at BETTY J. THOMPSON, NOTARY PUBLIC  
RESIDING AT IDAHO FALLS, IDAHO  
My Commission Expires MY COMMISSION EXPIRES: 6-30-94

MICROFILMED  
NOV 13 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: A29-10031  
Date Received: 11/10/1988  
Receipt No: E003967  
Received By: S.M.

*Amend*

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: ~~ANA LEE LISH~~ *Edward Newton C/o* 208-233-4765  
Address: ~~624 W WYETH~~  
POCATELLO, ID 93204

2. Date of Priority: JUL 19, 1917

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County  |
|----------|-------|---------|--------|--------|-----|-----|---------|
| 08S      | 36E   | 36      | SE     | SE     | SW  |     | BANNOCK |

5. Description of diverting works:  
HEADBOX AT SPRING TO PIPELINE TO 1 HOME

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 |      |        |
| IRRIGATION | 04/01 | 11/01 | 0.040 |      |        |

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

8. Total consumptive use is 5.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
DOMESTIC - 1 HOME,

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use    | Acres |
|----------|-------|---------|--------|-----|-----|--------|-------|
| 08S      | 36E   | 1       | NE     | NW  |     | DOMEST |       |
|          |       |         | NE     | NW  |     | IRR    |       |

A29-10031

Page 1

Date: 11/10/88

A2910031



MICROFILMED  
NOV 13 1992

11. Place of use in counties: BANNOCK

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 ☒ 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): Ana Lee Lisk Date: Nov 10 1988  
\_\_\_\_\_  
Date: \_\_\_\_\_

State of Idaho )  
County of Bonneville ) SS.

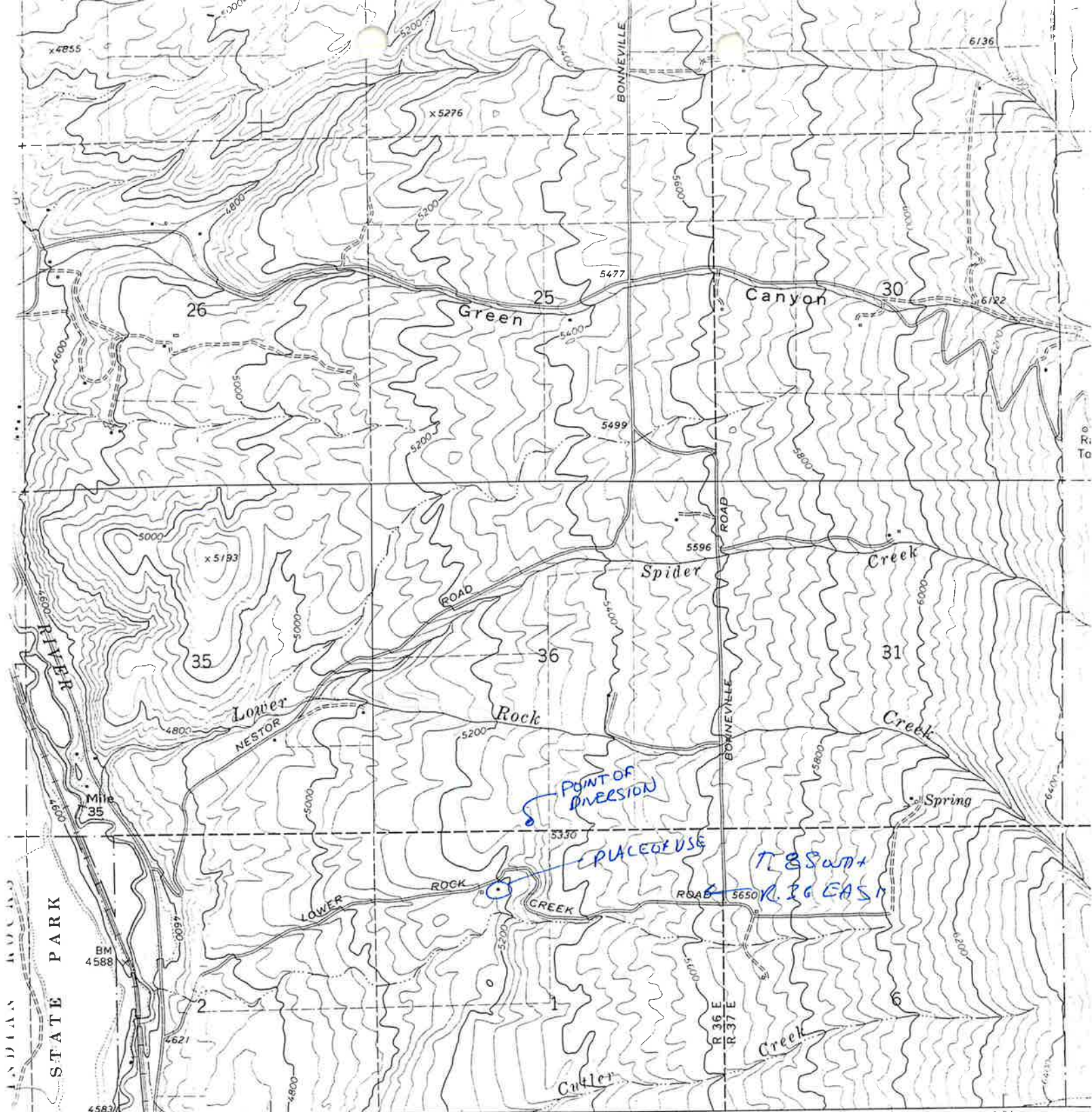
Subscribed and sworn (or affirmed) before me this 10<sup>th</sup> day  
of Nov 19 88

Betty J. Thompson  
Notary Public

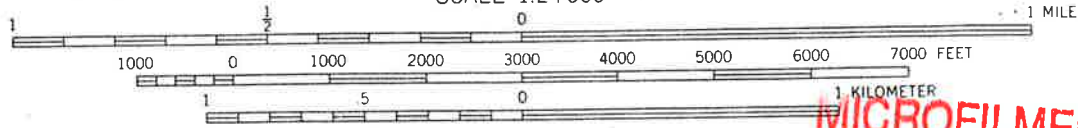
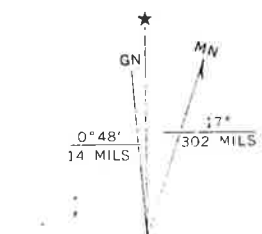
Seal

Residing at Idaho Falls

My Commission Expires 6-94



ON INTERCHANGE 6 MI.  
TON 48 MI.



CONTOUR INTERVAL 40 FEET  
DOTTED LINES REPRESENT 20-FOOT CONTOURS  
DATUM IS MEAN SEA LEVEL

**MICROFILMED**  
**NOV 13 1992**

GRID AND 1968 MAGNETIC NORTH-  
DECLINATION AT CENTER OF SHEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR WASHINGTON, D. C. 20242  
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

A29-10031