

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

06/18/2001

RIGHT NUMBER: 29-12276

NAME AND ADDRESS: JEANNE S HENDRICKS  
DAVID A LYNCH  
1818 GOVERNMENT ROAD  
POCATELLO, ID 83204

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 06/01/1976

POINT OF DIVERSION: T06S R33E S2 LOT 4 SWNNWN Within POWER County

PURPOSE AND  
PERIOD OF USE:

| <u>PURPOSE OF USE</u> | <u>PERIOD OF USE</u> | <u>QUANTITY</u> |
|-----------------------|----------------------|-----------------|
| STOCKWATER            | 01-01 12-31          | 0.04 CFS        |
| DOMESTIC 1 HOMES      | 01-01 12-31          | 0.04 CFS        |

PLACE OF USE:

STOCKWATER Use same as DOMESTIC  
DOMESTIC Within POWER CountyT06S LOT 4 NWNW  
R33E S2

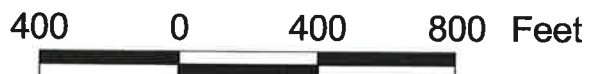
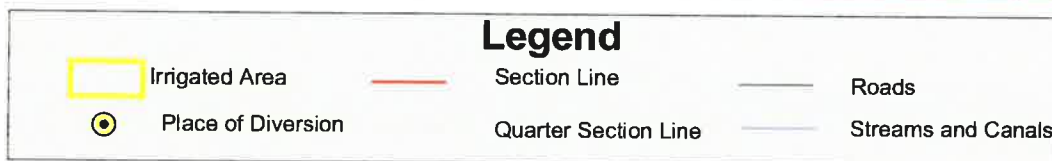
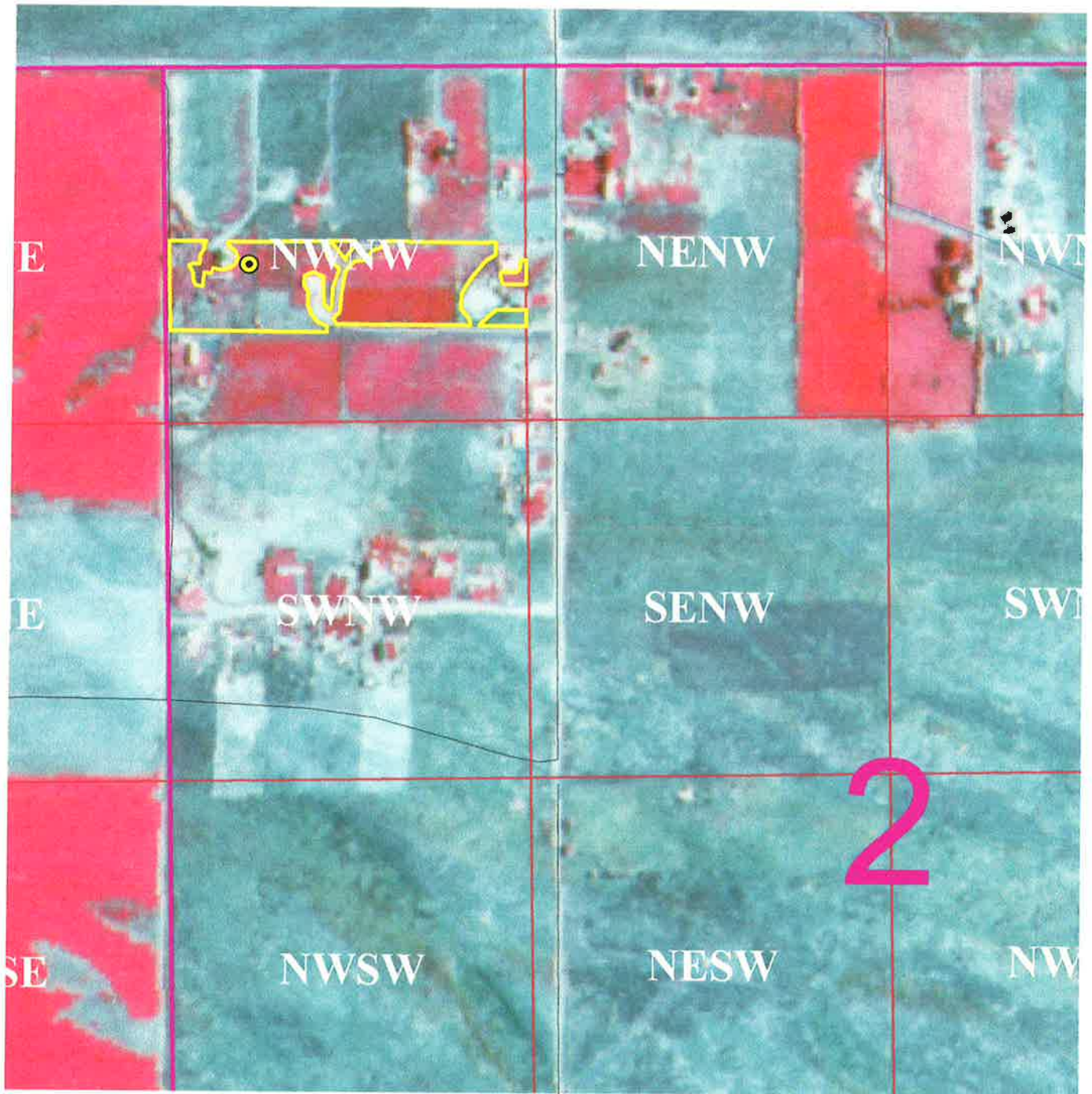
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

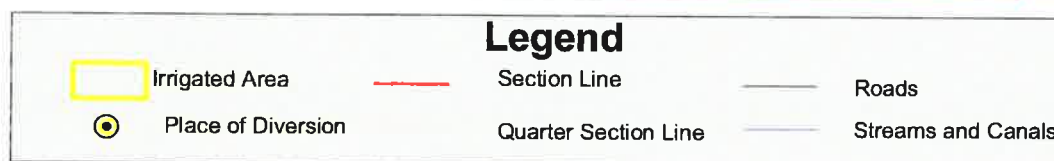
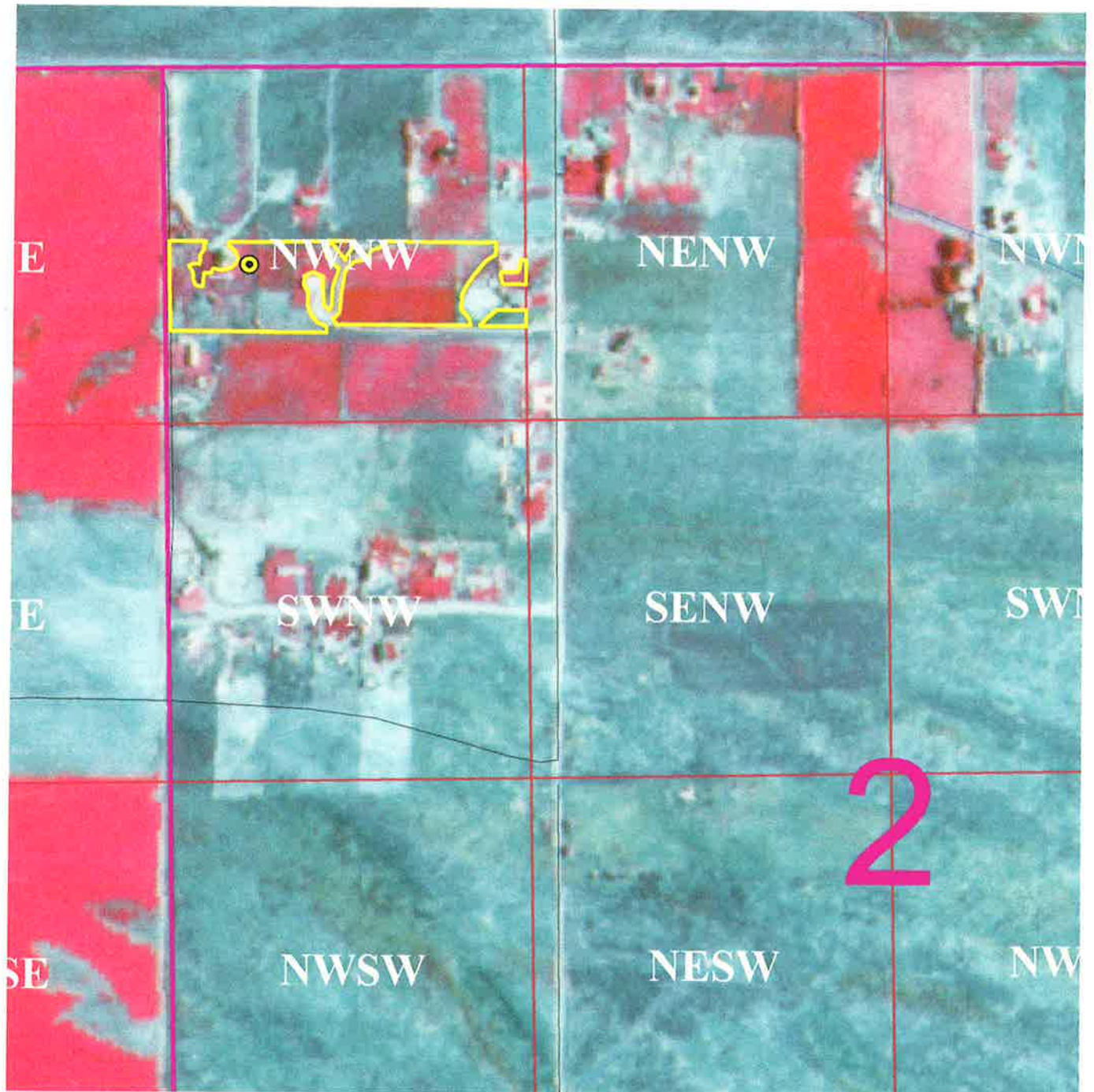
Water Right Claim Number A29-12276  
Township , 6S33E

09/27/2000



Water Right Claim Number A29-12276  
Township , 6S33E

09/27/2000



Water Right Claim Number A29-12276  
Township , 6S33E

09/27/2000



 Irrigated Area

 Section Line

 Roads

 Place of Diversion

 Quarter Section Line

 Streams and Canals

**Legend**



## MEMORANDUM

To: Harold Jones

Fr: Bryce Contor

Date: 6/28/01

Re: Hendricks / Lynch Application for Permit

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This is an additional affidavit documenting pre-1987 development of the irrigation for which Jeanne Hendricks & David Lynch have applied for a permit.

This is the same POD as domestic AS recommendation 29-12276

Bryce A. Contor

June 28, 2001

To Whom It May Concern:

We have lived on our

property at 1388 Syphon Rd since

the mid-1970s. The Vander

family moved in as neighbors

a couple of years later. Their

home is located on the east

property line of our. The

claimed he has a 2 inch line

on the east end of his

property and later installed an

unground sprinkler system

on the west end pasture and

are numerous lawn sprinkling

with that every year

~~Robert Stark~~

River Mouth

6-28-01

06/18/2001

IDAHO DEPARTMENT OF WATER RESOURCES  
Adjudication Recommended Right Report

WATER RIGHT NO. 29-12276

|                   |                         |
|-------------------|-------------------------|
| <u>Owner Type</u> | <u>Name and Address</u> |
| Current Owner     | JEANNE S HENDRICKS      |
| Current Owner     | DAVID A LYNCH           |
|                   | 1818 GOVERNMENT ROAD    |
|                   | POCATELLO, ID 83204     |
|                   | (208) 233 1889          |
| Original Owner    | DARLA K MINDEN          |
| Original Owner    | MONTE D MINDEN          |
|                   | 1818 GOVERNMENT RD      |
|                   | POCATELLO, ID 83202     |
|                   | (208)237-1394           |

Priority Date: 06/01/1976  
Basis: Beneficial Use  
Status: Active

Source Tributary to  
GROUND WATER

|                       |             |           |                       |               |                    |
|-----------------------|-------------|-----------|-----------------------|---------------|--------------------|
| <u>Beneficial Use</u> | <u>From</u> | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> | <u>Subuse Code</u> |
| STOCKWATER            | 01/01       | 12/31     | 0.04 CFS              |               |                    |
| DOMESTIC              | 01/01       | 12/31     | 0.04 CFS              |               |                    |
| Total Diversion       |             |           | 0.04 CFS              |               |                    |

Location of Point(s) of Diversion:

GROUND WATER SWNWNW Lt 4 Sec. 02 Township 06S Range 33E POWER County

DOMESTIC Use:  
Number of homes: 1

Place(s) of use:

Place of Use Legal Description: STOCKWATER same as

Place of Use Legal Description: DOMESTIC POWER County

|                |             |                |            |              |              |            |              |              |            |              |              |            |              |              |
|----------------|-------------|----------------|------------|--------------|--------------|------------|--------------|--------------|------------|--------------|--------------|------------|--------------|--------------|
| <u>Townshi</u> | <u>Rang</u> | <u>Section</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> |
| 06S            | 33E         | 2              | 4          | NWNW         |              |            |              |              |            |              |              |            |              |              |

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N12 THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE SHALL NOT EXCEED 13,000 GALLONS PER

DAY,

Comments:

| <u>Author</u> | <u>Date</u> | <u>Subject</u>      | <u>Comment</u>                                                                                                                                            |
|---------------|-------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| bcontor       | 6/18/2001   | Irrigation          | No proof of beneficial use for irrigation prior to March 1963, irrigation portion disallowed. Claimants have applied for pre-moratorium exemption permit. |
| bcontor       | 6/18/2001   | Historical ben use. | Documentation in file establishes domestic and stock use, remark not coded.                                                                               |

Dates:

Licensed Date:  
Claim Received Date: 04/02/1990  
Enlargement Use Priority Date:  
Enlargement Statute Priority Date:  
Decreed Date:  
Date Filed with Court:  
Objection Filed Date:  
SF5 Filed:  
Special Master Recom Signed Date:

Element Reviewed/Verified Dates:

| <u>Element</u> | <u>Last Review Date</u> | <u>Reviewer</u> | <u>Last Verified Date</u> | <u>Verifier</u> | <u>Status</u> |
|----------------|-------------------------|-----------------|---------------------------|-----------------|---------------|
| Summary        | 6/18/2001 10:14:05 AM   |                 | 6/18/2001 10:14:05 AM     | bcontor         | Complete      |

Other Information:

Receipt Number(s): C016036  
State or Federal: S  
Owner Name Connector: OR  
Water District Number:  
Generic Max Rate per Acre:  
Generic Max Volume per Acre:  
Civil Case Number:  
Old Case Number:  
Decree Plaintiff:  
Decree Defendant:  
PresumptionFlag:  
Notice of Error Flag:  
Swan Falls Trust or Nontrust:  
Swan Falls Dismissed:  
DLE Act Number:  
Cary Act Number:  
Mitigation Plan: False

Verification Log:

| <u>Element</u> | <u>Date Time Stamp</u> | <u>Reviewer</u> | <u>Log Text</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------|------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| POD            | 6/18/2001 9:53:19 AM   | bcontor         | Edited polygons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| POD            | 6/18/2001 9:52:53 AM   | bcontor         | Edited polygons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| POD            | 6/18/2001 9:51:11 AM   | bcontor         | Edited PLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| POD            | 6/18/2001 9:50:51 AM   | bcontor         | Edited point location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Summary        | 6/18/2001 10:14:03 AM  | bcontor         | 1. (YES) The basis of the claim is beneficial use.<br>2. (NO) All the water being used for all the purposes is not being claimed and to the extent it was claimed.<br>4. (YES) A portion of the claim is being recommended.<br>5. (YES) General remark was required.<br>6. (YES) Explanatory remark was required.<br>7. (NO) Additional condition was not required.<br>8. (YES) Wanted to view the recommended right.<br>9. (NO) This is not a split right.<br>10. (NO) This is not a combined right. |

11. (NO) Documents were not linked or attached to this file.
12. (YES) Set the verification date.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

June 18, 2001

DAVID LYNCH  
JEANNE HENDRICKS  
1818 GOVERNMENT RD  
POCATELLO ID 83204

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP  
NOTICE(S) OF CLAIM TO A WATER RIGHT 29-12276

Dear Mr. Lynch & Ms. Hendricks:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Jennifer Crabtree  
Technical Records Specialist

Enclosure

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 29-12276  
Date Received: 4/2/1990  
Receipt No: C016036  
Received By:

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

1. Name of Claimant(s)

DAVID A LYNCH Phone: (208) 233 1889

1818 GOVERNMENT ROAD  
POCATELLO ID USA 83204

JEANNE S HENDRICKS Phone: (208) 233 1889

1818 GOVERNMENT ROAD  
POCATELLO ID USA 83204

2. Date of Priority: 06/01/1976

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of 1/4 of 1/4 Lot | County | Type |
|----------|-------|---------|-----------------------|--------|------|
| 06S      | 33E   | 2       | NW NW 4               | POWER  |      |

5. Description of diverting works:

WELL 150' DP

6. Water is used for the following purposes:

| Purpose    | From | To    | C.F.S. | (or) A.F.A |
|------------|------|-------|--------|------------|
| IRRIGATION | 4/01 | 11/01 | 0.11   |            |
| STOCKWATER | 1/01 | 12/31 | 0.11   |            |
| DOMESTIC   | 1/01 | 12/31 | 0.11   |            |

7. Total Quantity Appropriated is:  
0.11 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 |
|----------|-------|---------|-----|--------|-----|---------------|-------|
| 06S      | 33E   | 2       | NW  | NW     | 4   | IRRIGATION    | 5     |
|          |       |         | NW  | NW     | 4   | DOMESTIC      |       |
|          |       |         | NW  | NW     | 4   | STOCKWATER    |       |
|          |       |         |     |        |     | Section Acres | 5     |
|          |       |         |     |        |     | Total Acres   | 5     |

11. Place of use in counties: POWER

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

13. Other Water Rights Used:

14. Remarks:

SEE PROPERTY DESCR ATTACHED CHECK PRIORITY DATE INFO TO SEE WHEN THE WELL WAS DRILLED WELL WAS DRILLED IN 1976. NO APP FOR PERMIT/ NO IRR

15. Basis of Claim: Beneficial Use

DELOG BC 6/15/01  
OK-BAC 6/16/01

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

**RECEIVED**  
**JUN 15 2001**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. **Department of Water Resources**  
**Eastern Region**  
 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<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| <u>A 1</u>            | <u>A29-12276-2</u>           |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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) *did not transfer* Patty + Ken Tandy + Darla K + Monte
4. New Owner/Claimant(s) *Minden Claim* 459 Foothill Blvd 4725 Hawthorne Rd  
Pocatello, Id 83204 *Chubbuck ID 83205*
- Name Connector (Check one) ☒ and, [ ] or, [ ] and/or
- New Mailing Address 1818 Government Rd
- City, State and ZIP Code Pocatello, Id 83204
- New Telephone Number (208) - 233-1889 *work Jeanne 208-233-4690 - ext 6171*  
*Dave 208-233-4690 - ext 6302*
5. Date you acquired the property 4-16-01

*Jeanne S Hendricks and  
 David A Lynch*

Jeanne Hendricks  
David Lynch  
1818 Government Rd.  
Pocatello, ID 83204

(208-233-1889)

[hjs2@qwest.net](mailto:hjs2@qwest.net)  
[dalucifer@qwest.net](mailto:dalucifer@qwest.net)

June 14, 2001

Re: Water Right Adjudication Claim 29-12276.

State of Idaho  
Department of Water Resources  
900 N. Skyline Dr.  
Suite A  
Idaho Falls, Idaho 83402-1718

Dear Mr. Contor:

Enclosed are some of the things you requested in your letter dated June 26, 2001 and in our telephone conversation a couple of days prior to establish water rights for Water Right Adjudication Claim 29-12276. I am doing my best to work with all parties and will try to apprise you (in some kind of organized fashion) as to the status of all.

**Ken and Patricia Tandy:** I have been working through realtor Kevin Hammond of Keller Williams Realty to obtain a forwarding address and local telephone address.

Ken and Patricia Tandy  
459 Foothill Blvd.  
Pocatello, Id 83204

The above telephone number and address may be good for approximately two (two) more weeks until July. It is our understanding that at this time Mr. Tandy's job at Astaris will end and the Tandy's will relocate to either Washington or Oregon. Tandy's purchased the property at 1818 Government Rd. from Monte and Darla K. Minden. I believe Tandys owned the property from July 18, 1995 until we purchased it from them on April 16, 2001. (That is the date I think I seen stamped on a paper but I cannot find the paper. They said they owned it for about 5 years.) Tandys never filed a change of ownership and to my knowledge irrigated only portions North, West, and South of the dwelling (approximately 0.5 acres). They have agreed to provide whatever information they can to confirm a water right. Mrs. Tandy does not believe they have any pertinent information. None the less, we will ask Mr. And Mrs. Tandy for an affidavit to the affect of how much water they used and when; also what information they received from Mindens regarding Minden's water usage and rights. This will allow us to relieve them of any further responsibilities in these regards. If further information may be required from Tandys please let us know as it will be a more difficult to work with them in the near future.

**Monte and Darla K. Minden:** I have contacted Mindens. Mrs. Minden had a surgery in the last week and some special events in an organization she belongs to. I spoke to them on the telephone this morning. Monte indicated that he needed to check with Idaho Power as to when they acquired an easement for the power so he would know when they started to irrigate. His comments to me were they raised cattle, sheep,

and pigs. They also had some alfalfa. He said they irrigated the entire time they owned the property and they will give us documentation to that affect. The original pump was a 5-horse pump. Currently it is our understanding the pump is a 3 ½-horse pump. Monte would have also installed the main line in the West four (4) acres.

Monte and Darla K. Minden  
4725 Hawthorne Rd.  
Chubbuck, Id 83202

208-237-1394

**Alan and Karen Monroe:** Alan has been a neighbor on the North side of the property for approximately 13 years. He has given us essentially a note indicating Monte watered. However, he did not give the years. I will revisit this with him but am sending the original note anyway.

Alan and Karen Monroe  
1386 Syphon Rd.  
Pocatello, Id. 83204

208-238-0296

**Bob Warth:** Bob Warth was the first person to build in this neighborhood and was a neighbor the entire time Mindens owned the property. He owns property to the West and North. All surveys come from a point on his property. He has indicated he will provide documentation of Minden's water usage. He said Mindens used a lot of water.

Bob Warth  
1388 Syphon Rd.  
Pocatello, Id. 83204

208-237-7750

**William and Beverly Leighton:** These are neighbors with property on the South and West sides. I believe they resided on their acreage a few years before Mindens built. These are the people you talked with the telephone. They were kind enough to bring us the papers that you sent them. William will write an affidavit and get it notarized.

William and Berverly Leighton  
1820 Government Rd.  
Pocatello, Id. 83204

208-237-8411

Enclosed is:

- ◆ The change of ownership form. (Please note information for both Tandys and Mindens was provided because Tandys were the former owners though they did not transfer the claim and Mindens were the former claimants.)
- ◆ A copy of the Idaho Department of Water Resources Adjudication Claim Profile Report.
- ◆ A copy of the legal description and a plat map. (If a better map is needed please advise us so that we may provide the documentation.
- ◆ Copy of Deed Of Trust.
- ◆ Copies of papers obtained by Patricia Tandy from the Bureau Of Indian affairs.
- ◆ A note written by Alan Monroe. (As noted above we will ask for better documentation.)

We also have a copy of a Notice Of Claim To A Water Right ACQUIRED UNDER STATE LAW civil case number 39576 received on 4/21/90, receipt Number C016036 for Ident. Number A29-12276. It had an aerial photograph attached. I cannot remember if Mindens provided this to us or if it was provided by the Idaho Department Of Water Resources. If your office does not have access to this please let us know and we will provide a copy for you.

If there is a copy of the well driller's report on file at the Idaho Department Of Wafer Resources could we obtain a copy? I have asked Monte Minden to provide us one if he has a copy. At present we do not have access to that information.

Please let us know what further documentation we might need to provide other than affidavits from the neighbors mentioned above the items enclosed. There may still be a few items we could follow up to substantiate a claim.

Thank you very much for your help in this matter. It is greatly appreciated.

Sincerely,

  
Jeanne Hendricks

## ATTACHED LEGAL DESCRIPTION

Order No.: P33330

### PARCEL 1:

COMMENCING AT THE NW CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 33 E.B.M., POWER COUNTY, IDAHO, A POINT IN THE CENTER LINE OF SYPHON ROAD AND RUNNING SOUTH ALONG THE WEST SIDE OF SECTION 2, 1,014.375 FEET; THENCE EASTERLY 331.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY 732.24 FEET; THENCE NORTHERLY 176.00 FEET; THENCE WESTERLY 444.61 FEET; THENCE NORTHERLY 160.00 FEET; THENCE WESTERLY 285.75 FEET; THENCE SOUTHERLY 337.39 FEET TO THE TRUE POINT OF BEGINNING.

### ALSO:

A 25 FOOT EASEMENT LYING NORTH OF A LINE FROM THE SE CORNER OF SAID PROPERTY AND RUNNING A DISTANCE OF 372.39 FEET, MORE OR LESS, TO THE CENTER OF GOVERNMENT ROAD.

EXCEPT GOVERNMENT ROAD.

### PARCEL 2:

A TRACT OF LAND IN SECTION 2, TOWNSHIP 6 SOUTH, RANGE 33 E.B.M., POWER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 33 E.B.M., POWER COUNTY, IDAHO, A POINT IN THE CENTER LINE OF SIPHON ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF SIPHON ROAD, 1430 FEET, TO A POINT IN THE CENTER LINE OF GOVERNMENT ROAD, SOMETIMES KNOWN AS CROCKETT ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF GOVERNMENT ROAD, 669.85 FEET, TO A POINT; THENCE WESTERLY 372.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WESTERLY 444.61 FEET; THENCE SOUTHERLY 160 FEET TO A POINT; THENCE EASTERLY 444.61 FEET TO A POINT; THENCE NORTHERLY 160 FEET TO THE TRUE POINT OF BEGINNING.



## Return To:

WELLS FARGO HOME MORTGAGE, INC.  
3601 MINNESOTA DR. SUITE 200  
BLOOMINGTON, MN 55435

## Prepared By:

WELLS FARGO HOME MORTGAGE, INC.

12550 SE 93RD AVE, SUITE 400,  
CLACKAMAS, OR 970150000

[Space Above This Line For Recording Data]

## DEED OF TRUST

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **APRIL 13, 2001** together with all Riders to this document.

(B) "Borrower" is **DAVID A. LYNCH, A SINGLE PERSON AND JEANNE S. HENDRICKS, A SINGLE PERSON**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a **CORPORATION** organized and existing under the laws of **THE STATE OF CALIFORNIA**

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -6(ID) (0005)

Page 1 of 15

VMP MORTGAGE FORMS - (800)520-7291

Form 3013 1/01



Lender's address is P.O. BOX 5137, DES MOINES, IA 503065137

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **FIRST AMERICAN TITLE COMPANY**

(E) "Note" means the promissory note signed by Borrower and dated **APRIL 13, 2001**

The Note states that Borrower owes Lender **ONE HUNDRED TEN THOUSAND AND 00/100**

(U.S. \$\*\*\*\*110,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 01, 2016**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |                                                |                                                         |                                             |
|------------------------------------------------|---------------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the COUNTY of POWER

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 5137, DES MOINES, IA 503065137

Parcel ID Number: RPD022500

1818 GOVERNMENT ROAD

POCATELLO

("Property Address"):

which currently has the address of

[Street]

[City], Idaho 83204

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the



lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property 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 including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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 as if no acceleration had 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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 reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence 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.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Area and Location of Property. Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

Initials: 

Form 3013 1/01

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

Witnesses:

\_\_\_\_\_  
DAVID A. LYNCH (Seal)  
-Borrower

\_\_\_\_\_  
JEANNE S. HENDRICKS (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF IDAHO, <sup>48</sup> ~~POWER~~

BANNOCK

County ss:

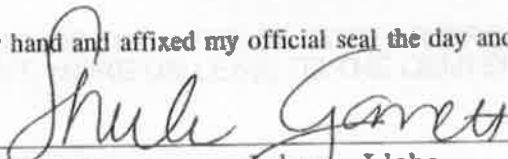
On this **XIX** 16th day of **APRIL**, 2001  
Sheila Garrett

, before me,

a Notary Public in and for said county and state, personally appeared **DAVID A. LYNCH AND JEANNE S. HENDRICKS**

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/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 first above written.

  
Notary Public residing at: Inkom, Idaho  
My commission expires: 9/17/05

**SHEILA GARRETT**  
NOTARY PUBLIC  
STATE OF IDAHO



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
P.O. BOX 220  
FORT HALL AGENCY  
FORT HALL, IDAHO 83203-0220,



April 10, 2001

Patty Tandy  
1818 Government Road  
Pocatello, Idaho  
83204

Re: Irrigation Water

Dear Ms. Tandy:

This letter is in response to your inquiry regarding the acquisition of water through the Fort Hall Irrigation Project for your property located on Government Road. The Michaud Unit of the Fort Hall Project was authorized by Congress in 1954 to serve up to 21,000 acres of agricultural lands. The Michaud Unit is currently at that acreage limit. Unless Congress increases the acreage above the 21,000 acres or someone gives up their Project water supply on existing lands, no new lands can be served. It is unlikely either of these situations will change in the foreseeable future.

If you have additional questions, please advise.

Sincerely,

Alan Oliver  
Supervisory General Engineer

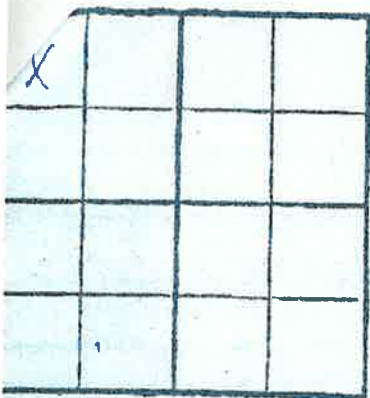
To Whom it May Concern:

April 10, 2001

Re: Claim for Water Right  
No. A29-12276  
Groundwater

A telephone conversation with Louie at the Idaho Department of Water Resources in Idaho Falls, Idaho (208-525-7172) regarding the above claim indicated the claim is valid and grants the legal right to use ground water for those uses, rates, and volumes listed in the Adjudication Claim Profile Report dated 7/31/00 until the adjudication is completed. The adjudication for this basin is expected to be completed by the end of the summer. Except for possible minor adjustments, the Department did not foresee any problems with this claim being validated in the adjudication. Questions regarding this claim can be addressed to Brice Contor or Allen Ruberry at the above number.

Alan Oliver



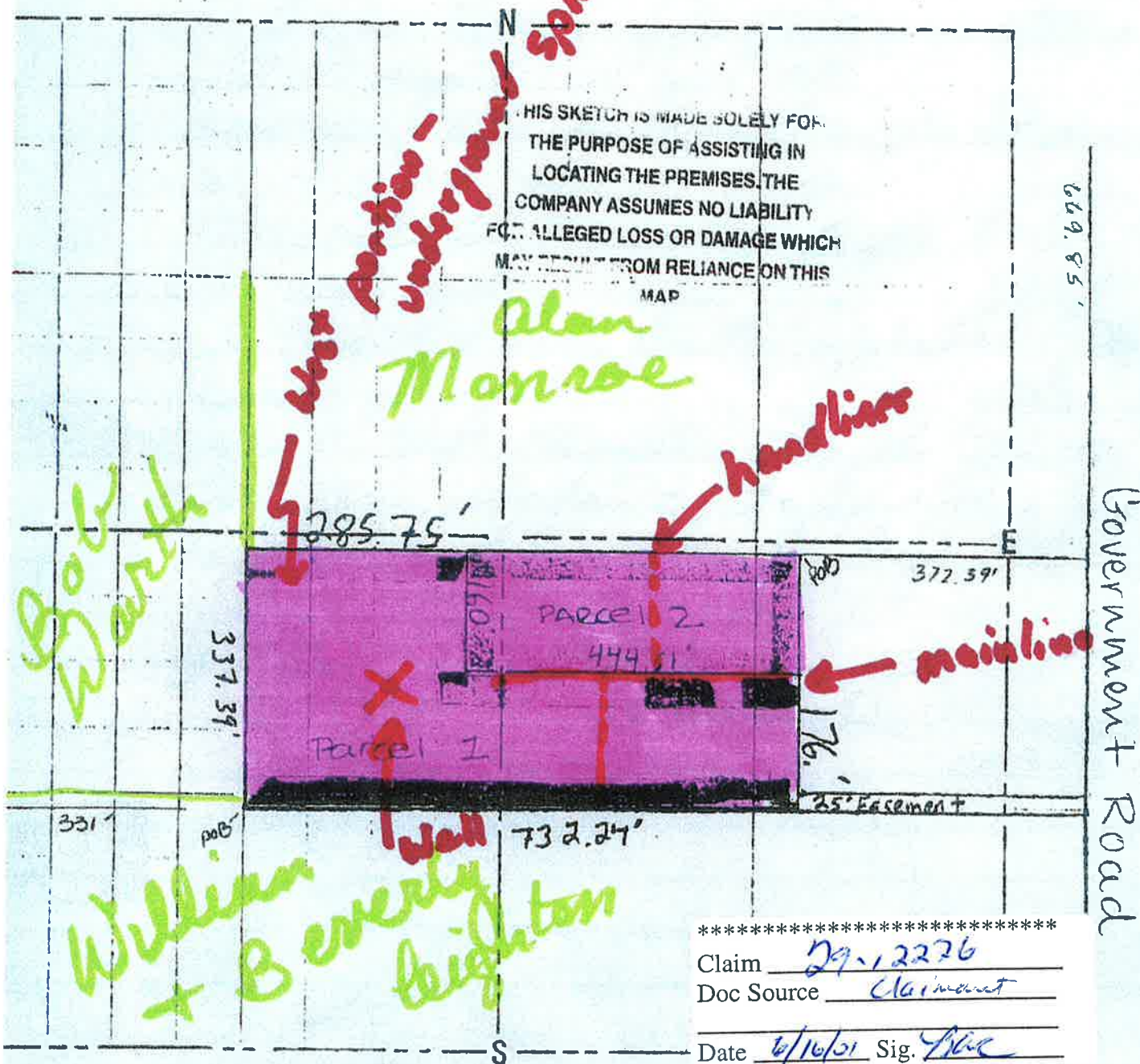
This plat is made for locational purposes only  
no liability is assumed here to for any  
incorrectness with actual survey.

N

NW 1/4 NW 1/4 of Section 2.

Township 6 South, Range 33 E.B.

SCALE FOR QUANTER SECTION. (Each side large blue squares - 10 chains, 40 rods, 660 feet; area of square 10 acres.  
400 Ft. - 1 inch)  
(Each side small red squares - 2.5 chains, 10 rods, 105 feet; area of square .625 of 1 acre.



SCALE FOR QUANTER QUANTER  
SECTION, 200 Ft. - 1 inch

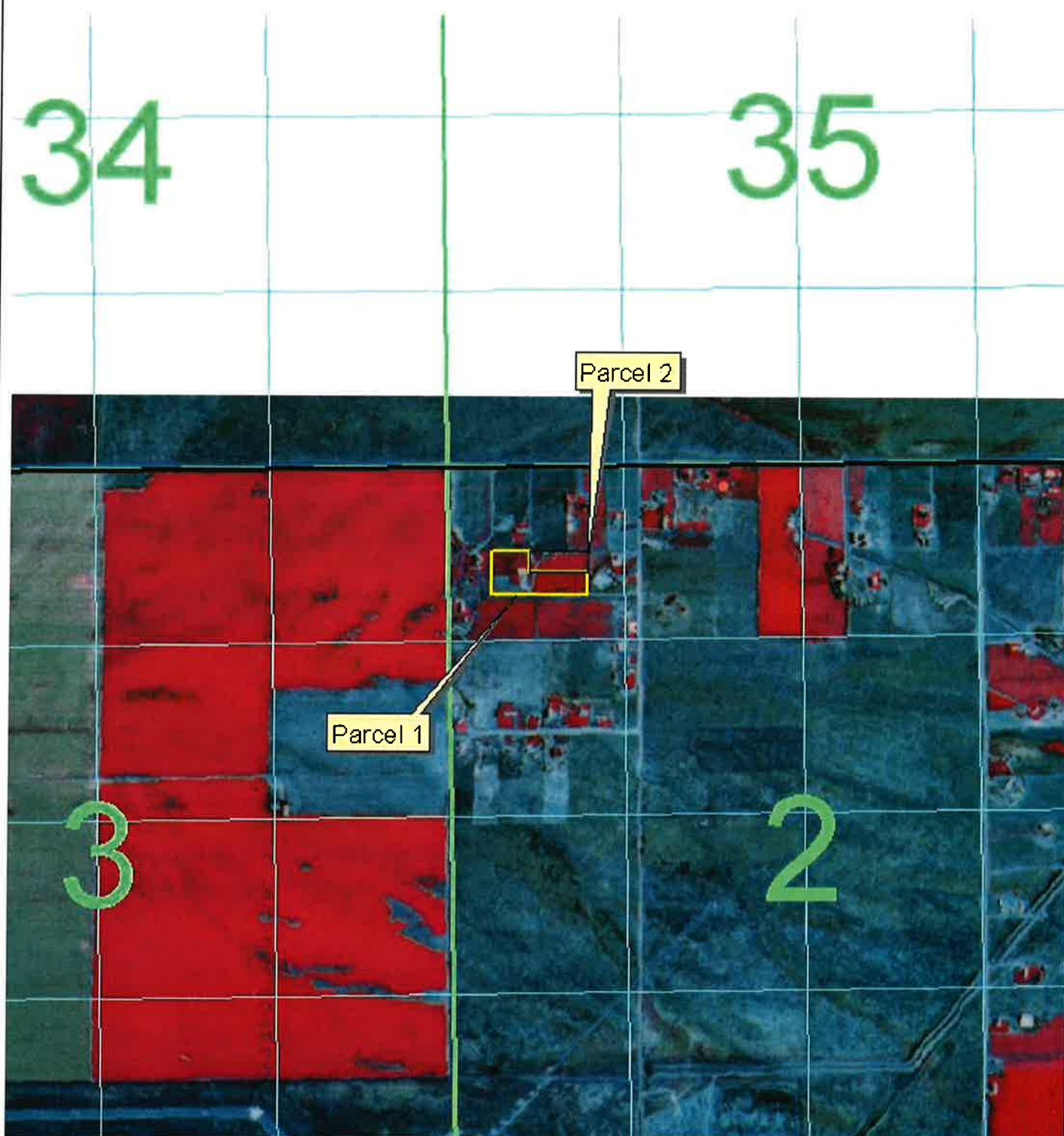
(Each side large blue squares - 5 chains, 20 rods, 330 feet; area of square 2.5 acres.  
(Each side small red squares - 1.25 chains, 5 rods, 82.5 feet; area of square .15625 of 1 acre.

# COGO Sketch of legal description for change of ownership 29-12276



6S 33E 2, NWNW

# COGO Sketch of legal description for change of ownership 29-12276



## MEMORANDUM

To: 29-12276  
Fr: Bryce Contor  
Date: 6/15/01

Re: Status of Claim

---

New owner Jeanne Handricks visited with me, showed me documentation.

Pending Candice's reply re: intervening tribal ownership. Ms. Handricks is expecting me to recommend domestic portion of claim only.

Handricks has applied for a permit for irrigation based on pre-moratorium development.

Bryce A. Contor  
6/15/01

to whom it may concern:

We, the undersigned, irrigated our total acreage on Govt. Rd. from the time our well was put in in the summer of 1976, until we sold the property 20 yrs later.

Our sprinkler head count on the East side was 10 heads. Each was 5 G.P.M.

The West side was 10-12 ~~heads~~ heads of 3-4 G.P.M. each.

We also had an automatic sprinkler system in our yard.

We raised Limousine cattle, Holstein calves, pigs, sheep, chickens to eat and for eggs, a big garden, pasture and a portion for hay.

Signed  
Moto Menden  
6-15-01

Original w/ Hendricks/Lynch Moratorium-exemption  
permit application filed 6/15/01

Dupe A. Connor

**Contor, Bryce**

---

**From:** Contor, Bryce  
**Sent:** Thursday, June 07, 2001 3:58  
**To:** McHugh, Candice  
**Cc:** Music, Vicky  
**Subject:** 29-12276

This is the claim that Paul gave me a heads-up about that may have a letter from IDWR suggesting that a 1976 beneficial use GW irrigation right is OK. Finally caught up to the new owner, she will send me copies of the papers she received at closing. Apparently there are a couple of letters the seller got from the tribe, and some "other papers." She didn't mention any letters from IDWR except for a copy of the claim.

I explained the process of a moratorium-exemption permit, which she thought sounded fine. She thinks she can get an affidavit from the neighbor documenting the 1976 date.

The land is deeded land, not tribal land. The developer of the irrigation, Minden, was not a tribal member, nor are the current owners, Lynch and Hendricks. However, the intervening owners were Mr. and Mrs. Tandy. She was a tribal member, he was not.

Does the intervening ownership by a member of the tribe change anything?

Thanks, Bryce

6/7/2001

Fearnui Hendricks -

6/7/01

- Claim is for Property - Just purchased in April. seller represented that it did have water rights -

- Have copy of Minder claim -

- Minder purchased in 1976 - well in place - house built 1978 -

Neighbor says <sup>aniden</sup> the irrigated all the time up until he sold - 1995 or 1996 -

Sold to Native Americans

Pat / Ken Tandy - Pat was tribal member -

- Tandy sold to Hendricks, represented that WR was OK -

- IDWR gave very little hope

- Seller went up to Tribal office & got some letters that may relate to these rights.

- Ms. Hendricks will send copies of stuff.

- Deeded Property -

Mornings at work -

- Home in afternoon -

233-5855 - Answer machine

233-1889 - House at Port -

233-6171 Work



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

June 6, 2001

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

Ms. Hendricks  
Mr. Lynch  
1818 Government Road  
Pocatello, Idaho 83202

Re: Water Right Adjudication Claim 29-12276

Dear Ms. Hendricks and Mr. Lynch:

Recently I sent a letter to Mr. William Leighton, believing that he had purchased the Minden property and water rights. He believes that you are actually the correct owners.

If you are the new owners of the Minden water right, please fill out the enclosed "Notice of Change of Ownership" and provide the documentation requested in the attached letter, originally sent to Mr. and Mrs. Minden.

Please feel free to call me if you have questions. I am hard to get a hold of but usually answer my voice mail within a work week.

Sincerely,

A handwritten signature in cursive script that reads "Bryce A. Contor".

Bryce A. Contor  
Senior Water Resource Agent

# MEMORANDUM

To: 29-12226  
Fr: Bryce Conto-  
Date: 6/6/01  
Re: Phone call fr. William Leighton

Leighton has a license for his wife 29-7460.  
The Menden property is next door and has  
been purchased by Mr. Lynch and Ms. Handrick.  
Note that WMO record in file appears to  
apply to Leighton <sup>night</sup> not to Menden. Lynch-  
Handrick's right.



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION  
March 23, 2001

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

William Leighton  
1820 Government Road  
Pocatello, Idaho 83202

Re: Adjudication Claim 29-12276

Dear Mr. Leighton:

Enclosed is a copy of a letter sent recently to the owners of record of this water right, Darla and Monte Minden. The East Water Measurement District believes that actually you are the correct owners. If you are, please fill out the enclosed "Notice of Change of Water Right Ownership" and return it with the requested documentation and signed on the back. There is no fee while the adjudication investigation is pending.

Please review the copy of the letter as well. Feel free to call me if you have questions. I will be out of the office until the first part of June.

Sincerely,

Bryce A. Contor  
Senior Water Resource Agent

MAY 18 2001



State of Idaho

## DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

May 14, 2001

DIRK KEMPTHORNE  
GOVERNORKARL J. DREHER  
DIRECTOR

Monte or Darla Minden  
or Current Occupant  
1818 Government Road  
Pocatello, Idaho 83202

Re: Adjudication Claim 29-12276

Dear Water Users:

Enclosed is a copy of an Adjudication Claim for a water right near Pocatello, Idaho. The claim is for domestic uses, livestock watering, and irrigation. It is a "beneficial use" claim, which means it is for a water right developed without a permit or license from the State of Idaho.

A water right for a single household, or for a "de minimus" (small) stockwatering use, may be developed without a water right permit. However, for many years a water right permit has been required to develop irrigation of more than just a half-acre domestic lawn and garden.

Your claim was filed in 1990. Idaho Department of Water Resources is now investigating claims in Administrative Basin 29. My job is to review your claim and make recommendations to the court. The court will review my recommendations, and any additional information you wish to submit, and make a final decree of your water right.

In order to make an accurate recommendation, I need you to supply me "evidence of beneficial use" and "evidence of priority." An enclosed pamphlet describes some possible sources of information. If you use an affidavit, be sure the person states clearly that they personally saw the beneficial use of the water, and when they saw it. The more details they can provide, the more useful it will be. As I review the documentation, my standard will be:

"The documentation should tend to indicate that diversion works were in place and capable of delivering the claimed quantity, that water was applied to beneficial use in the claimed amounts, to the claimed places and purposes of use."

In order to recommend the irrigation portion of the claim, I need to document that the irrigation use commenced prior to March 25, 1963. If the irrigation commenced after that

date, I cannot recommend it to the court. However, if it began before November 19, 1987, you may wish to contact an Allocations Agent of IDWR at 525-7161 for an appointment to discuss a moratorium-exemption permit application for pre-1987 development.

If Mindens are no longer the owners of this property, please fill out the enclosed "Notice of Change of Ownership" and attach the required documentation. There will be no fee if you return this promptly.

Please provide me the best documentation you can, very soon, so that I may make an accurate recommendation to the court. Call me at 525-7161 if you have questions. Thursdays and Fridays are the best days to reach me.

Sincerely,

A handwritten signature in cursive script that reads "Bryce A. Contor".

Bryce A. Contor

Senior Water Resource Agent

**Log for claim A29-12276**

**Spatial Dynamics BTD**

**9/27/00**

| <b>TR</b>      | <b>SEC</b> | <b>QQ</b> | <b>Acres<br/>Claimed</b> | <b>Acres<br/>Found</b> | <b>COMMENT</b> |
|----------------|------------|-----------|--------------------------|------------------------|----------------|
| 06s33e         | 2          | NWNW      | 5                        | 7.5                    | POD placement? |
| <b>Totals:</b> |            |           | 5                        | 7.5                    |                |



AJ5809NP  
No. A29-12276

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/24/00  
PAGE: 181

=====

Audit: 05/20/94 COX 03/29/95 POST-STD

POOR ORIGINAL

# Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia  
STANDARD COVERAGE POLICY

ORDER NO. 2-2173-P

## SCHEDULE A

AMOUNT

\$7,300.00

EFFECTIVE DATE

APRIL 27, 1976  
1:38 PM

INSURED

MONTE MINDEN AND DARLA MINDEN, HUSBAND AND WIFE

1. The title to the FEE SIMPLE estate or interest in the land described below is at the date hereof vested in:

MONTE MINDEN AND DARLA MINDEN, HUSBAND AND WIFE

2. The land referred to in this policy is described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 33 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, A POINT IN THE CENTER LINE OF SYPHON ROAD AND RUNNING SOUTH ALONG THE WEST SIDE OF SECTION 2, 1,014.375 FEET; THENCE EASTERLY 331.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY 732.24 FEET; THENCE NORTHERLY 176.00 FEET; THENCE WESTERLY 444.61 FEET; THENCE NORTHERLY 160.00 FEET; THENCE WESTERLY 285.75 FEET; THENCE SOUTHERLY 337.39 FEET TO THE TRUE POINT OF BEGINNING.

ALSO, A 25 FOOT EASEMENT LYING NORTH OF A LINE FROM THE SOUTHEAST CORNER OF SAID PROPERTY AND RUNNING EAST A DISTANCE OF 372.39 FEET, MORE OR LESS, TO THE CENTER OF GOVERNMENT ROAD...

Countersigned:

AMERICAN LAND TITLE COMPANY, INC.

Issued at: POCAHELLO, IDAHO

MICROFILMED

NOV 14 1996

On this 22nd day of April, 1976,  
before me, a notary public in and for said State, personally  
appeared Norman L. Bayliss and  
Patricia L. Bayliss,  
husband and wife.

State of Idaho }  
County of Power } SS  
I hereby certify that this  
instrument was filed for

N 703501

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 29-12276  
Date Received: 4/2/1990  
Receipt No: C016036  
Received By:

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

1. Name of Claimant(s)

DAVID A LYNCH Phone: (208) 233 1889

1818 GOVERNMENT ROAD  
POCATELLO ID USA 83204

JEANNE S HENDRICKS Phone: (208) 233 1889

1818 GOVERNMENT ROAD  
POCATELLO ID USA 83204

2. Date of Priority: 06/01/1976

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of 1/4 of 1/4 Lot | County | Type |
|----------|-------|---------|-----------------------|--------|------|
| 06S      | 33E   | 2       | NW NW 4               | POWER  |      |

5. Description of diverting works:

WELL 150' DP

6. Water is used for the following purposes:

| Purpose    | From | To    | C.F.S. | (or) A.F.A |
|------------|------|-------|--------|------------|
| IRRIGATION | 4/01 | 11/01 | 0.11   |            |
| STOCKWATER | 1/01 | 12/31 | 0.11   |            |
| DOMESTIC   | 1/01 | 12/31 | 0.11   |            |

7. Total Quantity Appropriated is:  
0.11 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         |   |
|----------|-------|---------|------------|-----|-----|---------------|---|
| 06S      | 33E   | 2       | NW         | NW  | 4   | IRRIGATION    | 5 |
|          |       |         | NW         | NW  | 4   | DOMESTIC      |   |
|          |       |         | NW         | NW  | 4   | STOCKWATER    |   |
|          |       |         |            |     |     | Section Acres | 5 |
|          |       |         |            |     |     | Total Acres   | 5 |

11. Place of use in counties: POWER

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

13. Other Water Rights Used:

14. Remarks:

SEE PROPERTY DESCR ATTACHED CHECK PRIORITY DATE INFO TO SEE WHEN THE WELL WAS DRILLED WELL WAS DRILLED IN 1976. NO APP FOR PERMIT/ NO IRR

15. Basis of Claim: Beneficial Use

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: A29-12276  
Date Received: 5/16/1994  
Receipt No: E016036  
Received By: De

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: MONTE D MINDEN 208-237-1394  
Address: 1818 GOVT RD  
POCATELLO ID 83202  
OR  
Name: DARLA K MINDEN 208-237-1394  
Address: 1818 GOVT RD  
POCATELLO ID 83202

2. Date of Priority: JUN 1, 1976

3. Source: GROUDWATER Trib. to:

4. Point of Diversion:

|          |       |         |        |        |     |     |        |
|----------|-------|---------|--------|--------|-----|-----|--------|
| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
| 06S      | 33E   | 2       | NW     | NW     |     | 4   | POWER  |

5. Description of diverting works:  
WELL 150' DP

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 0.110 |      |        |
| DOMESTIC   | 01/01 | 12/31 | 0.110 |      |        |
| STOCKWATER | 01/01 | 12/31 | 0.110 |      |        |

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

8. Total consumptive use is 15.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
DOMESTIC; ONE HOME, STOCKWATER; 15 CATTLE

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10. Place of Use:

| Township      | Range | Section | 1/4 | of | 1/4 | Lot | Use    | Acres |
|---------------|-------|---------|-----|----|-----|-----|--------|-------|
| 06S           | 33E   | 2       | NW  |    | NW  | 4   | IRR    | 5.0   |
|               |       |         | NW  |    | NW  | 4   | STOCK  |       |
|               |       |         | NW  |    | NW  | 4   | DOMEST |       |
| Section Acres |       |         |     |    |     |     |        | 5.0   |
| Total Acres   |       |         |     |    |     |     |        | 5.0   |

11. Place of use in counties: POWER

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

13. Other Water Rights Used:

14. Remarks:

SEE PROPERTY DESCR ATTACHED  
CHECK PRIORITY DATE INFO TO SEE WHEN THE WELL WAS DRILLED  
WELL WAS DRILLED IN 1976. NO APP FOR PERMIT/ NO IRR

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: \_\_\_\_\_

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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 A29-12276  
Date Received 4/2/90  
Receipt Number C016036

NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW

RECEIVED  
APR 2 1990

Department of Water Resources

Please type or print clearly

1. Name of Claimant (s) MONTE D. OR DARLA K MINDEN Phone (208) 237-1394  
Mailing Address 1818 GOVT. RD POCA. IDA. Zip 83202

2. Date of Priority (Only one (1) per claim) JUNE 1, 1976

3. Source of water supply (a) WELL GROUNDWATER  
which is tributary to (b) \_\_\_\_\_

4. a. Location of existing point of diversion is: Township 6 Range SOUTH Section 2<sup>33E</sup>  
\_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4, Govt. Lot, \_\_\_\_\_ B.M., County of POWER

Additional points of diversion if any: \_\_\_\_\_

b. If instream flow, beginning point of claimed instream flow is:

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_, \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4 of \_\_\_\_\_

Govt. Lot \_\_\_\_\_ B.M., County of \_\_\_\_\_

ending point is: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_, \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4 of \_\_\_\_\_  
\_\_\_\_\_ 1/4, Govt. Lot \_\_\_\_\_ B.M., County of \_\_\_\_\_

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, 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.

WELL - 150' DEEP

A2912276



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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For HOUSEHOLD purposes from JAN 1 to DEC 31 amount .11 or ~~2.11~~

For CATTLE purposes from " to " amount 11 or

For IRRIGATION purposes from April 1 to Nov 1 amount " or

For  purposes from  to  amount  or

7. Total quantity claimed (a) .11 (cfs) and/or (b)  (acre feet)

8. Total consumptive use claimed is 15 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 1 HOUSEHOLD - 15 HEAD CATTLE

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP      | RNG      | SEC      | NE 1/4 |       |       |       | NW 1/4 |       |       |       | SW 1/4 |       |       |       | SE 1/4 |       |       |       | Totals |
|----------|----------|----------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|
|          |          |          | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 |        |
| <u>6</u> | <u>S</u> | <u>2</u> |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|          |          |          |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|          |          |          |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|          |          |          |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|          |          |          |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|          |          |          |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|          |          |          |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|          |          |          |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |

Total number of acres irrigated 5

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

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.  or None (X)

14. Remarks: PROP. DESCRIP. Attached

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NOV 14 1995

Last Name  Ident No.

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

A 16x16 grid of squares. Each square contains a crosshair pattern formed by two dashed lines intersecting at the center. The grid is composed of 16 columns and 16 rows of these squares.

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**NOV 14 1996**  
*Copies: White-State, Yellow-Claimant*

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice \_\_\_\_\_ License \_\_\_\_\_ Permit \_\_\_\_\_  
Decree \_\_\_\_\_  
If applicable provide IDWR Water Right Number \_\_\_\_\_  
Court \_\_\_\_\_ Case Number \_\_\_\_\_ Decree Date \_\_\_\_\_  
Plaintiff vs Defendant \_\_\_\_\_

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 1

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

Signature of Claimant (s) Moult Menden Date 3-29-90  
Doris Menden Date 3-29-90

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_ Title \_\_\_\_\_  
of \_\_\_\_\_, that I have signed the foregoing  
Organization  
document in the space below as \_\_\_\_\_ of \_\_\_\_\_  
Title Organization  
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_  
Title and Organization \_\_\_\_\_ Date \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )  
County of BANNOCK ) SS.

Subscribed and sworn (or affirmed) before me this 29 day of MARCH 19 90

SEAL

Notary Public Marilyn Harford

Residing at Bozeman

My Commission Expires 2-27-92

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, \_\_\_\_\_ will be acting as attorney at law on behalf  
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above  
should be mailed to me at the address listed below.

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Last Name \_\_\_\_\_ Ident. Number \_\_\_\_\_

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NOV 14 1995  
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[illegible][illegible]