

09/22/2006

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

RIGHT NUMBER: 75-4144A

NAME AND ADDRESS: PATRICIA S SLOAN
PO BOX 1423
CARMEN ID 83467

LANNY G SLOAN
PO BOX 1423
CARMEN ID 83462

SOURCE: EAST FORK TOWER CREEK

TRIBUTARY: SALMON RIVER

QUANTITY: 0.030 CFS

PRIORITY DATE: 05/10/1913

POINT OF DIVERSION:

T24N R22E S34 SESE Within LEMHI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.030 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T23N R22E S03 SWSE 2.00

2 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT NO.:

75-4144A

T23N R22E Sec. 3

LEGEND



Point(s) of Diversion



Place(s) of Use

#

Lot Numbers



Quarter Quarter Lines



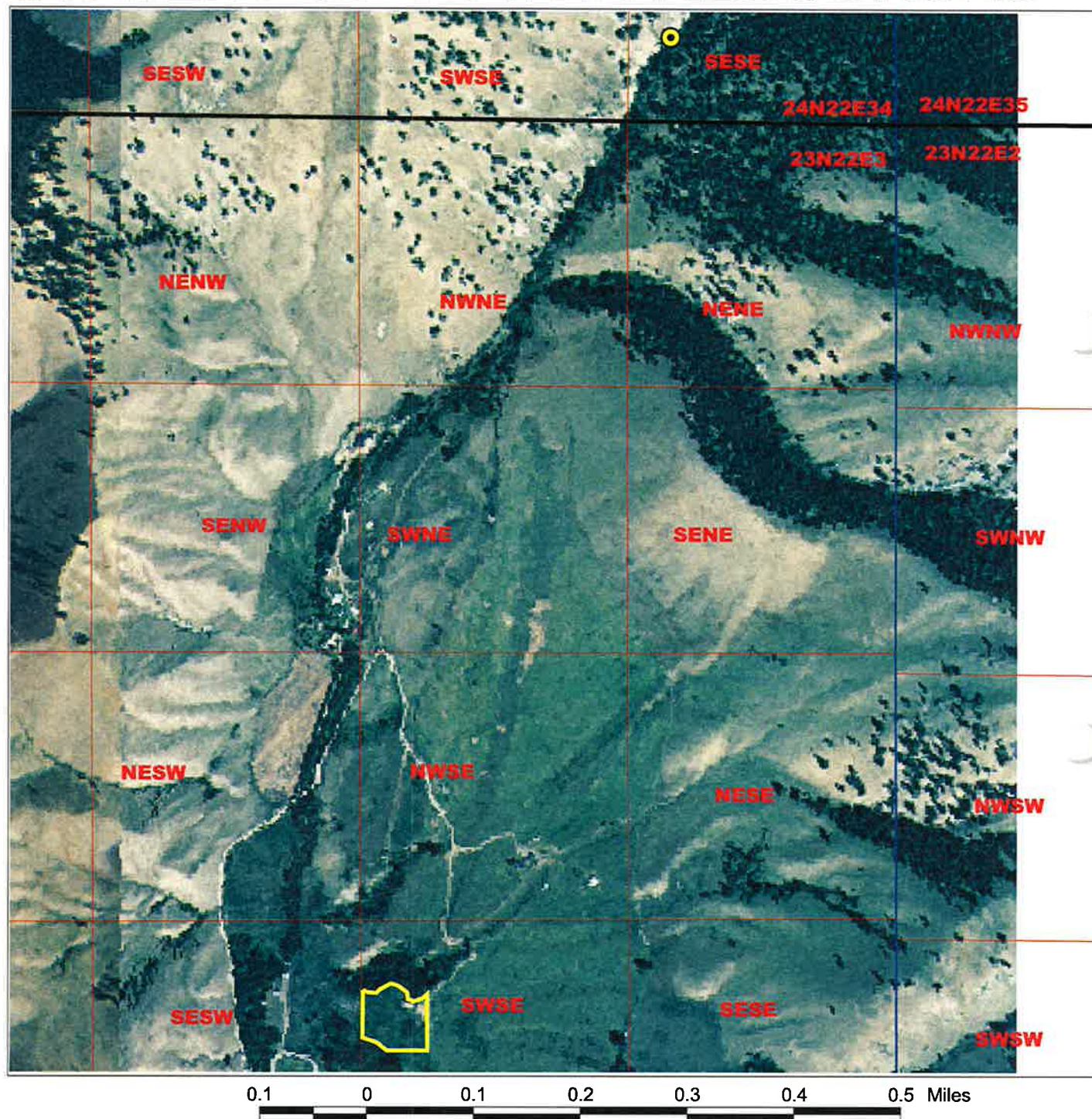
Section Lines

IMAGE

1993 True Color



Prepared By: Danielle Favreau
October 28, 2005



IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT NO.:

75-4144A

T23N R22E Sec. 3

LEGEND

⊙ Point(s) of Diversion

□ Place(s) of Use

Lot Numbers

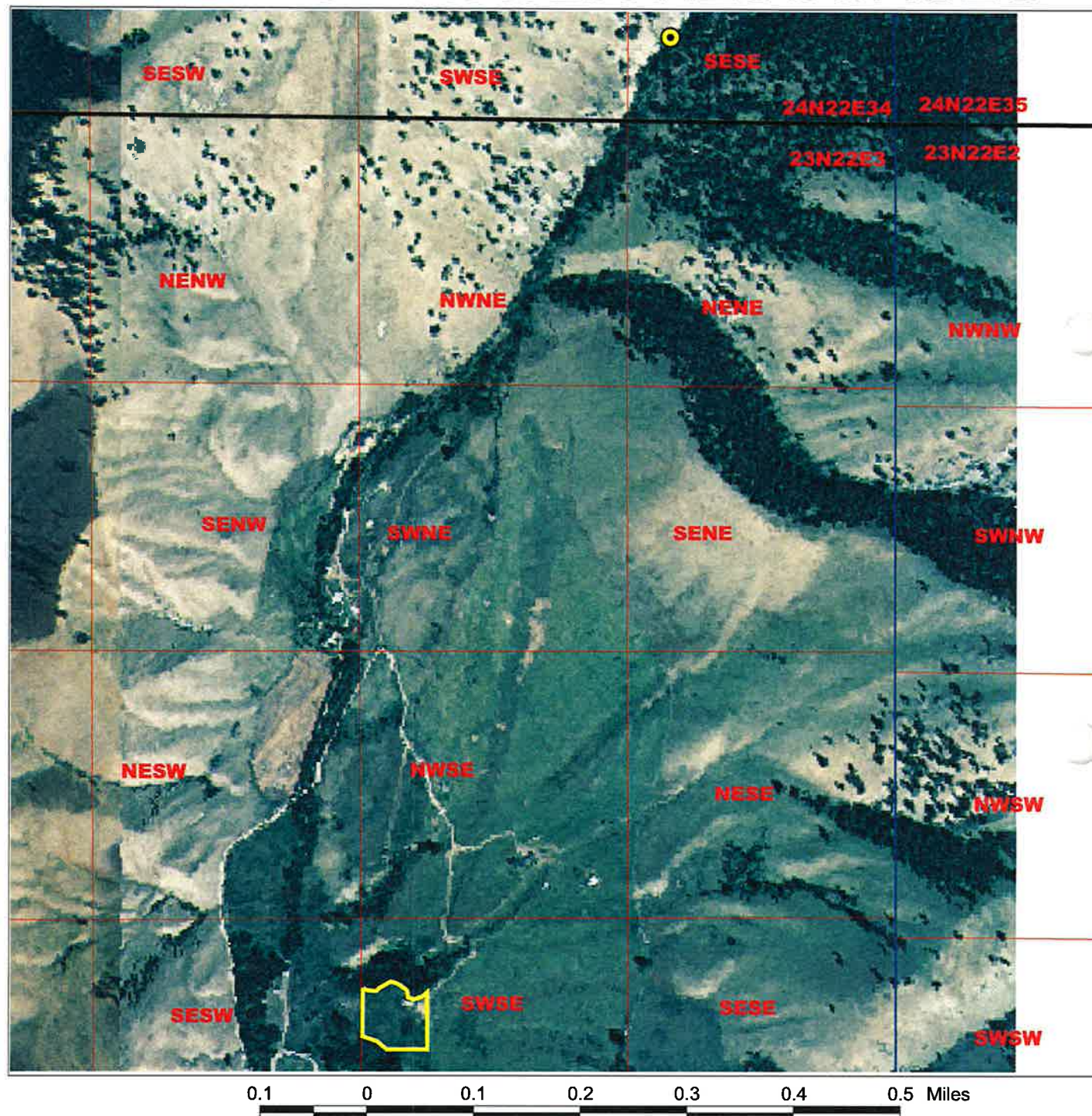
□ Quarter Quarter Lines

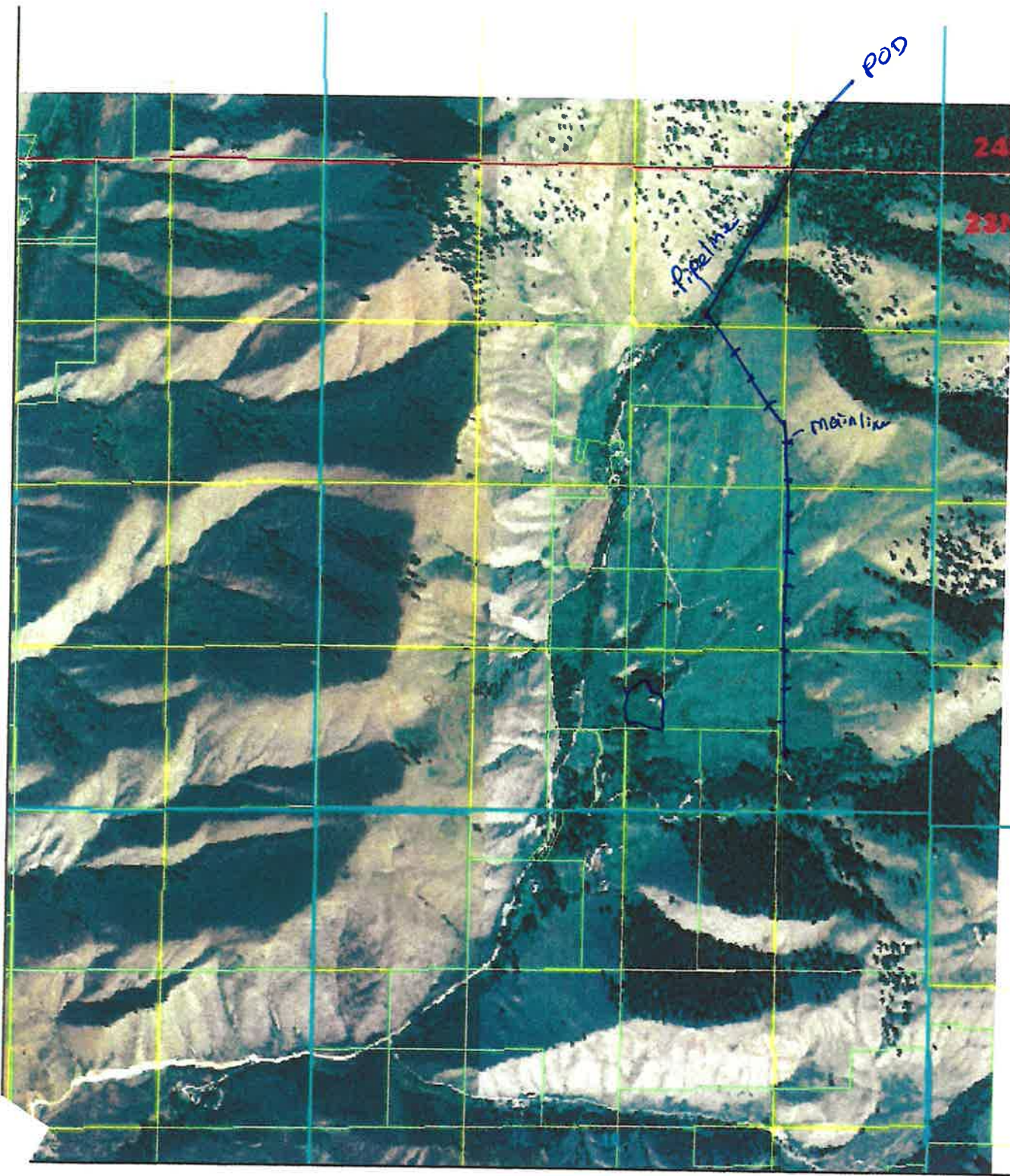
□ Section Lines

IMAGE 1993 True Color



Prepared By: Danielle Favreau
October 28, 2005





24N22E

23N22E

2

75-4144A

75-4345A

N

0.1

0.2

0

0.1 0.2 0.3 Miles

LEGEND

Land & Water

Township/Range

Section

QQ

Scale 1:50,000



STATE OF IDAHO

Section 42-225a, Idaho Code

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that ROBERT S. SAYER

(name of claimant)

of P. O. BOX 1192, Salmon, Idaho 83467, claims a right to the diversion and beneficial use of
(mailing address)

the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) East Fork of Tower Creek, tributary to Salmon River

- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Amount .68 CFS Use Irrigation Period of Use: From 3/15 To 11/15

Amount _____ Use _____ Period of Use: From _____ To _____

Amount Use Period of Use: From To

(cfs, gpm or a/f)	(dom., irri., stock, etc.)	(both dates inclusive)
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- (3) Total quantity of water claimed: .68 CFS cubic feet per second, or _____ acre feet per annum, and/or _____ gallons per minute.

- (4) Priority claimed: (the date water was first applied to beneficial use) May 10, 1913

A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 3 Twp. 23N Rge. 22 B. M. County of Lemhi
 Additional points of diversion: None

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. Headgate and 6" pipeline (all gravity fed)

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

Total No. of acres 34

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: None

- (7) If you are claiming water as a member of an organization, list name of organization: None

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 75-4144A

WATER RIGHT NUMBER: 75-4144A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PATRICIA S SLOAN PO BOX 252 SALMON, ID 83467 (208)756-6290
Current Owner	LANNY G SLOAN PO BOX 252 SALMON, ID 83467 (208)756-6290

Priority Date: 05/10/1913

Basis: Statutory Claim

Status: Active

<u>Source</u>	<u>Tributary</u>
EAST FORK TOWER CREEK	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.030 CFS	
	<u>Total Diversion:</u>	0.030 CFS	

Location of Point(s) of Diversion

EAST FORK TOWER CREEK	NW1/4NE1/4	Sec. 3,	Twp 23N,	Rge 22E, B.M.
LEMHI County				

Place of Use

IRRIGATION Within LEMHI County

T23N R22E S03 SWSE 5.0

Total Acres: 5

Conditions of Approval:

1. CHANGED OWNERSHIP 12/9/96/JT/SB

Remarks:

SCANNED

SEP 20 2005

Hailey 06434.

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Hailey, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Erle Embley has been established and duly consummated, in conformity to law, for the west half of the southeast quarter, the east half of the east half of the southwest quarter, the east half of the southeast quarter of the northwest quarter, and the south half of the southwest quarter of the north-east quarter of Section three in Township twenty-three north of Range twenty-two east of the Boise Meridian, Idaho, containing one hundred sixty acres, according to the official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD, the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and thereis reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. GIVEN under my hand, at the City of Washington, the TENTH day of May in the year of our Lord one thousand nine hundred and Thirteen and of the Independence of the United States the one hundred and thirty-seventh.

By the President: Woodrow Wilson.

By M. P. LeRoy, Secretary,

H. W. Sanford,

Recorder of the General Land Office.

SEAL.

RECORDED: Patent Number 332403.

Recorded at the request of Erle Embley, June 18th, 1913 at 45 minutes past 1 o'clock P. M., in Book W of Deeds, page 155, Records of Lemhi County, Idaho.

J. H. Bentley
County Recorder.

By *W. W. McInnis*
Deputy.

SCANNED

SEP 20 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800

Fax: (208) 762-2819

Web Site: www.idwr.idaho.gov

JAMES E. RISCH
Governor

KARL J. DREHER
Director

January 11, 2007

LANNY G & PATRICIA S SLOAN
PO BOX 1423
CARMEN ID 83462

Re: Tower Creek Adjudication Recommendation

Dear Mr. Sloan:

Enclosed is a spreadsheet that summarizes recommendations filed with the SRBA court for claims for water from Tower Creek for properties that were settled in the 1890's or early 1900's. The claims had a wide array of priority dates and evidence in support of those priority dates was received. Some of you filed a Notice of Error in response to the Recommended Findings that were mailed out to claimants in November 2006. Some of you may have already received a response from us regarding your Notice of Error.

After looking at each right separately, we concluded that a more systematic approach to how recommendations were made was required. It seemed to us that it made sense to have the same priority date recommended for all of the property that was originally part of a single homestead. To that end we evaluated the Evidence of Priority information that was submitted and used the earliest date that we felt could be verified. In some cases documents were submitted that may reference dates earlier than what we have recommended, but the extent of development was not quantified. The spreadsheet lists the various water rights and the basis for the selection of the date used. Please note that you still have the option of filing an objection with the court if you disagree with these recommendations

If you have any questions please don't hesitate to contact us.

Sincerely

Robert G. Haynes P.E.
Regional Manager

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION SECTION
CLAIM VERIFICATION FIELD EXAM SHEET
(Use with the ECVR)**

CLAIM NO(s). 75-4144A

1. ☒ No Change NAME IS SAME

☐ NEW OWNER: _____

☐ No Change ADDRESS _____

☒ NEW ADDRESS: 317 Moonlight Dr. Parker AZ 85344

2. ☐ No Change - DATE OF PRIORITY: Completed evidence submitted

☐ Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: _____

(If the priority date, based on your exam, seems questionable, explain below.)

3. ☒ No Change — SAME SOURCE

☐ Source is different than that claimed:

Source found: _____

4. ☐ No Change — POINT OF DIVERSION

☒ Point of diversion is different than the claim and/or new P/D's:

GPS Site Tag No.: A0015063 file # 362705 POD1

Township 24N Range 22E Section 34 1/4 SW 1/4 SE 1/4 SE
Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____

5. ☒ No Change - DESCRIPTION OF DIVERTING WORKS

☐ Incomplete description, list below:

Structure in creek, 8 inch pipe to main line gravity sprinkler
system No POD in NWNE 23N 22E 3

6. ☒ No Change - WATER USES
☐ Different uses, (list uses found):

Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____

7. ☒ No Change - TOTAL VOLUME *See remarks*

☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA

☐ Changes found, the new total is, Amount _____ CFS _____ AFA

8. ☐ No Change - NON-IRRIGATION USES:

☐ Changes Exam found:

Domestic # of homes: _____ Stock # _____ List types: _____

Additional comments: _____

9. ☐ No Change — PLACE OF USE: (If changed, list below.)

Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____

Remarks: (Comments pertinent to field examination) ☐ See additional attachment

*total system runs 232 5/32 rainbirds maximum diversion at 40 psi,
is 1070 gpm 2.37 cfs system also P.O.D. for 75-41448 75-41849, 75-41440
75-43453. Claimant use 5 5/32 rain birds.*

☐ SYSTEM DIAGRAM INCLUDED

☐ NA

☒ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: *6-27-05*

FIELD EXAMINER: *Bob Foster*

Print Name

Bob Foster

Signature

SEP 20 2005
DEPARTMENT OF
WATER RESOURCES

SEP 20 2005

DEPARTMENT OF
WATER RESOURCES

Snake River Basin Adjudication
CHANGE IN ADDRESS OF NOTICE OF CLAIM

Water Right Number(s):

75-4144A & 75-10316 P.D.

Previous Mailing Address:

P.O. Box 252

SALMON, ID 83467

New Mailing Address:

P.O. Box 1423

CARMEN, ID 83462

Telephone Number:

(208) 756-6290

Signature of all Claimant(s):

Please print your name below your signature.

LANNY SLOAN

PATRICIA SLOAN

Please mail or FAX this completed form to the office nearest you:

Adjudication Bureau
Idaho Dept. of Water Resources
1910 Northwest Blvd., Ste. 210
Coeur d'Alene, ID 83814-2615
Ph. 208/769-1450 or
FAX 208/769-1454

Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380
Ph. 208/525-7161 or
FAX 208/736-3037

Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653
Ph. 208/736-3033 or
FAX 208/525-7177

Adjudication Bureau
Idaho Dept. Of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, Id 83720-0098
Ph 208/287-4800
FAX 208/287-6701

cc: W.A.

SCANNED

SEP 20 2005

SS
ADDRESS FM
Revised 12/3/04

IDWR Use Only
Data Entry: *ssr/mw*

SCANNED
SEP 20 2005

Date: 9-28-05

SCANNED

OCT 08 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DECEMBER 9, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

LANNY G SLOAN
PO BOX 252
SALMON ID 83467

RE: CHANGE IN OWNERSHIP FOR A75-04144A

Dear Mr. Sloan:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

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

Respectfully submitted,


Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

NOV 18 1996

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

Incomplete forms will be returned.

RECEIVED

NOV 19 1996

Department of Water Resources
Eastern Region

1. Water Right Number(s) _____
Adjudication Claim Number(s) 75-4144 A75-04144A
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) EDWIN K HALL AND MARY S. HALL
4301 N. 39TH ST.
ARLINGTON, VIRGINIA 22207
4. New Owner/Claimant(s) LANNY G. SLOAN AND PATRICIA S. SLOAN
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address P.O. BOX 252
City, State and ZIP Code SALMON, IDAHO 83467
New Telephone Number (208) 756-6290
5. Date you acquired the property NOVEMBER 1, 1996
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) [Signature] Date 1/14/96
[Signature] Date 1/14/96
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

6-7214-C
RECORD AND RETURN TO
SEAPORT CITIZENS BANK
639 BRYDEN AVENUE
LEWISTON, IDAHO 83501

County of Lemhi) SS No. 23103
This instrument was filed for record at the request
of Alliance Title
at 2:35 PM on Nov. 4 1996
and duly filed and indexed in the records of Lemhi
County
Alberta Macdonick
Ex-Officio Recorder
By Sharon Stevens Deputy
Per 2100
Return to A.T.

[Space Above This Line For Recording Data]
PURCHASE MONEY

DEED OF TRUST

960121358

COPY

THIS DEED OF TRUST ("Security Instrument") is made on NOVEMBER 1, 1996. The grantor is
LANNY G. SLOAN AND PATRICIA S. SLOAN, HUSBAND AND WIFE

("Borrower"). The trustee is
ALLIANCE TITLE

("Trustee"). The beneficiary is
SEAPORT CITIZENS BANK
which is organized and existing under the laws of THE STATE OF IDAHO, and whose
address is 639 BRYDEN AVENUE
LEWISTON, IDAHO 83501
ONE HUNDRED THOUSAND
AND 00/100
("Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 100,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2026.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of
sale, the following described property located in LEMHI County, Idaho:
SEE ATTACHED LEGAL DESCRIPTION.

RP23N22E037802A

which has the address of EAST FORK OF TOWER CREEK, SALMON
Idaho 83467 ("Property Address");
[Zip Code]

[Street, City],

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

VMP -6R(ID) (9105)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

Page 1 of 6

Form 3013 9/90
Amended 5/91
DPS 1990

Initials: [Signature]

RECEIVED

NOV 1 1996

Department of Water Resources

960121358

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

[Handwritten signature]

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

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

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

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

[Handwritten signature]

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay 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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to 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 paragraph 21, 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 a 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 power, shall sell the Property at public auction to the highest bidder at the time and place and under the terms dictated in the notice of sale in one or more parcels and in the order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement. 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.

22. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. 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.

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ V.A. Rider

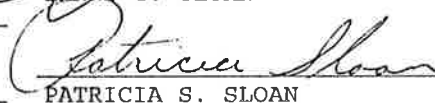
- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

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

Witnesses:

 (Seal)
LANNY G. SLOAN -Borrower

 (Seal)
PATRICIA S. SLOAN -Borrower

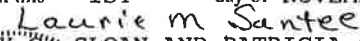
(Seal) (Seal)
-Borrower -Borrower

STATE OF IDAHO,

On this 1ST day of NOVEMBER

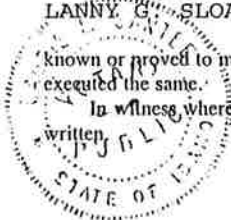
County ss:

1996, before me,

 , a Notary Public in and for said county and state, personally appeared LANNY G. SLOAN AND PATRICIA S. SLOAN, HUSBAND AND WIFE

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that They executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above



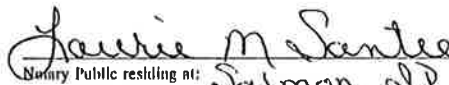

Notary Public residing at: Salmon, ID
Comm. Expires: 6-19-2001

EXHIBIT "A"

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SW1/4SE1/4, SECTION 3, T. 23 N., R. 22 E., B.M., LEMHI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SAID SECTION 3, A DISTANCE OF 2649.47 FEET ALONG THE SOUTH BOUNDARY OF SECTION 3 TO THE SOUTH QUARTER CORNER;

THENCE N. 00 DEGREES 13' 53" E., 656.84 FEET ALONG THE CENTER OF SECTION LINE TO THE REAL POINT OF BEGINNING.

THENCE N. 00 DEGREES 13' 53" E., 656.84 FEET TO THE NORTHWEST CORNER OF THE SW1/4SE1/4;

THENCE S. 89 DEGREES 52' 55" E., 331.54 FEET;

THENCE S. 00 DEGREES 13' 53" W., 657.02 FEET;

THENCE N. 89 DEGREES 51' 03" W., 331.54 FEET TO THE REAL POINT OF BEGINNING.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCEL A AND AS CREATED BY GRANT OF EASEMENT AND USE AGREEMENT RECORDED NOVEMBER 14, 1979 AS INSTRUMENT NO. 149450, AND AMENDED BY INSTRUMENT NO. 152060, RECORDED MAY 1, 1980, RECORDS OF LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LOCATED IN THE NW1/4SE1/4 AND THE NE1/4SW1/4, SECTION 3, T. 23 N., R. 22 E., B.M., LEMHI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3, FROM WHICH THE NORTHEAST SECTION CORNER BEARS S. 89 DEGREES 41' 08" E., A DISTANCE OF 3247.58 FEET ON A BEARING OF S. 05 DEGREES 49' 35" W., TO A POINT OF THE CENTERLINE OF TOWER CREEK COUNTY ROAD AND BEING THE REAL POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG AN EXISTING PRIVATE ROAD;

N. 44 DEGREES 16' 56" E., 76.79 FEET;

N. 59 DEGREES 11' 40" E., 54.50 FEET;

N. 13 DEGREES 50' 51" E., 88.41 FEET;

N. 23 DEGREES 37' 21" E., 372.93 FEET;

N. 36 DEGREES 56' 32" E., 201.83 FEET;

S. 29 DEGREES 14' 45" E., 132.60 FEET;

S. 14 DEGREES 06' 33" E., 156.45 FEET;

S. 13 DEGREES 41' 59" W., 120.24 FEET;

S. 16 DEGREES 40' 19" E., 62.48 FEET;

S. 32 DEGREES 25' 11" E., 125.95 FEET;

S. 20 DEGREES 10' 58" E., 152.78 FEET;

S. 30 DEGREES 15' 13" E., 49.57 FEET; THENCE SOUTHERLY TO A POINT ON THE NORTH BOUNDARY OF THE STEVE SAYER PARCEL AND FROM WHICH THE EAST QUARTER CORNER OF SECTION 2 BEARS N. 74 DEGREES 14' 09" E...

The parties hereto covenant and agree that each shall have an undivided one-third (1/3) interest in and to a certain irrigation ditch apartment to the said parcels of real property described herein, said irrigation ditch having its point of diversion in the NE 1/4 of Section 3, Township 23, Range 22 East Boise

agreements contained herein, the parties hereto agree as follows:
NOW THEREFORE, in consideration of the mutual covenants and

said contracts which the parties desire to apportion among them-
ditch rights apartment to the parcels of ground described in
WHEREAS, there are certain water, water rights, ditch and
erty adjacent to the parcels sold to Featherstone and Clark; and
WHEREAS, they have retained a certain parcel of real prop-

don D. Clark, buyer; and
Michael Isley and Kinora Isley, seller, and Lloyd A. Clark and
situated on Tower Creek, said agreement dated August 25, 1971,
with Clark for the sale of a certain parcel of real property
WHEREAS, Isley has entered into a certain sale agreement
Kinora Isley, seller, and Robert M. Featherstone, purchaser; and
limitedly sale agreement dated August 15, 1971, Michael Isley and
abstract company, P. O. Box 1, Salmon, Idaho, and a certain pro-
M. Featherstone, buyer, and secured at the Land Title and Ab-
July 27, 1971, Michael Isley and Kinora Isley, seller, and Robert
situated on Tower Creek to Featherstone, said agreement dated
WHEREAS, Isley has sold certain parcels of real property

WITNESSETH:

hereinafter called 'Clark', --
band and wife, of Salmon, Idaho, parties of the third part,
called 'Featherstone', and Lloyd A. Clark and Joan D. Clark, hus-
man, of Salmon, Idaho, party of the second part, hereinafter
hereinafter called 'Isley', and Robert M. Featherstone, a single
husband and wife, of Salmon, Idaho, parties of the first part,
September, 1971, by and between Michael Isley and Kinora Isley,
THIS AGREEMENT, made and entered into this 24th day of

AGREEMENT

Meridian. Isley hereby covenants and agrees and by these presents does, transfer and set over unto Featherstone and Clark an undivided one-third (1/3) interest each in and to said irrigation ditch.

II

Isley hereby covenants and agrees and by these presents does set over and transfer unto Featherstone and Clark an undivided one-third (1/3) interest each in and to the waters flowing through said irrigation ditch and the right to use an undivided one-third (1/3) interest each of said water.

III

Featherstone and Clark hereby covenant and agree to assume and to pay an undivided one-third (1/3) interest each of the maintenance, upkeep and assessment on said ditch and the waters conveyed thereby. It is understood and agreed by the parties hereto that the parties shall each pay one-third (1/3) of the cost of maintenance and repair on said ditch for its entire length.

IV

Isley covenants and agrees to execute a Bill of Sale transferring his interest in two-thirds (2/3) of said aluminum irrigation pipe to Featherstone and Clark and to convey to each one-third (1/3) of the pipe. Said aluminum pipe being described as follows:

Fifteen 20 foot length two inch size
Thirty-three 40 foot length four inch size
Twenty-seven 40 foot length four inch size
Six 40 foot length four inch size
Nine 40 foot length miscellaneous size

V

If either party finds it necessary to file any formal action to enforce any provision of this Agreement, then the losing party shall pay all costs in connection therewith, including reasonable attorney fees for the prevailing party.

IN WITNESS WHEREOF The parties hereto have hereunto set

their hands and seals the day and year first above written.

Michael Isley
Elmora Isley
Parties of the First Part

Robert M. Featherstone
Party of the Second Part

Lloyd A. Clark
Joan D. Clark
Parties of the Third Part

STATE OF IDAHO :
County of Lemhi : ss. C

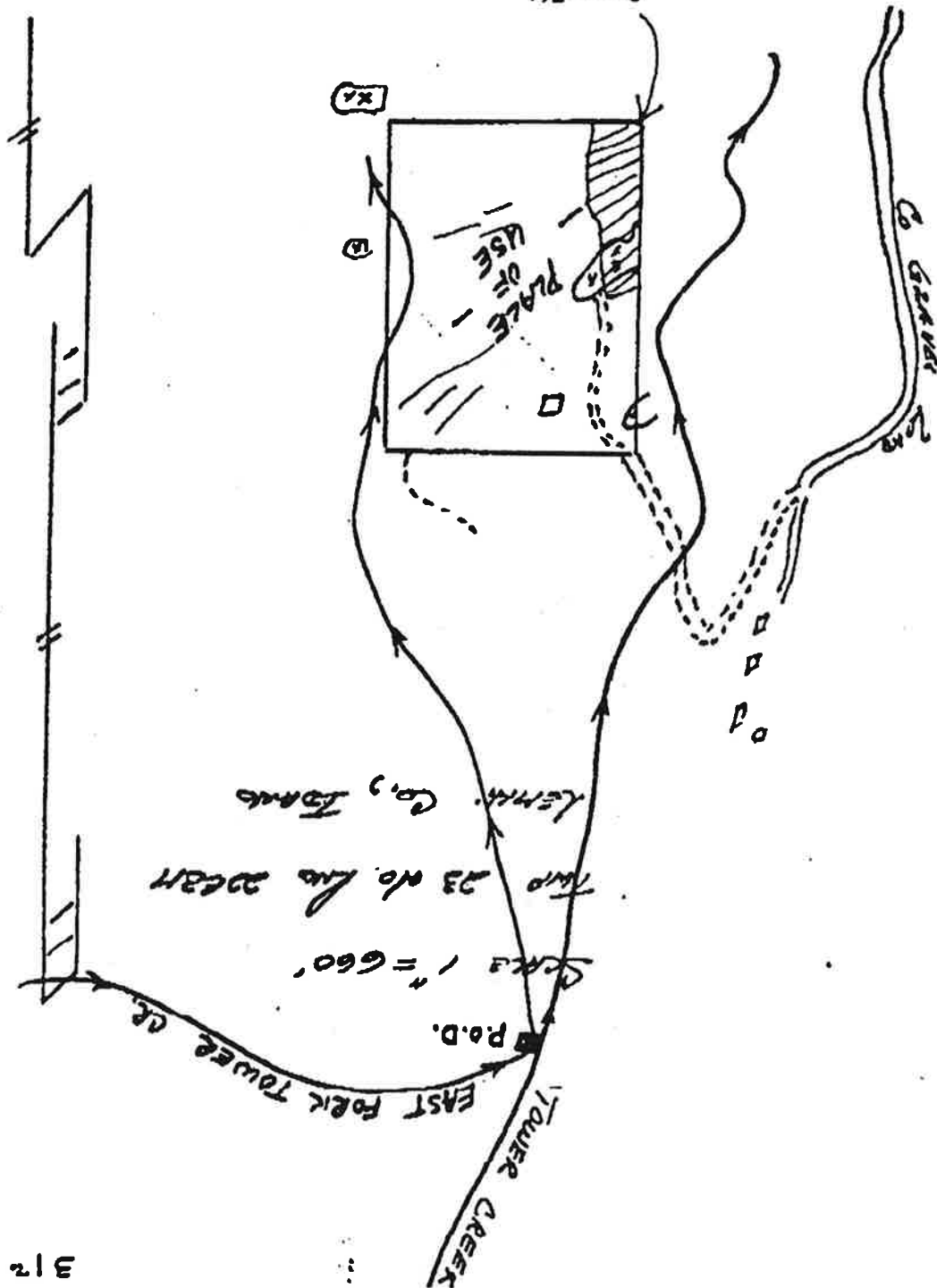
On this 17th day of December, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL ISLEY and ELMORA ISLEY, ROBERT M. FEATHERSTONE, LLOYD A. CLARK and JOAN D. CLARK known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

5/8

Emc. J. Roberts
Notary Public for State of Idaho
Residing at Salmon, Idaho
Comm. expires Aug 1-73

Designation
Place of birth
Location
Section 3, T. 23 N, R. 22 E, S. 4
8 M, Lenhi County

$$\begin{array}{r} 1101 \\ 2 \overline{) 5} \end{array}$$


STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

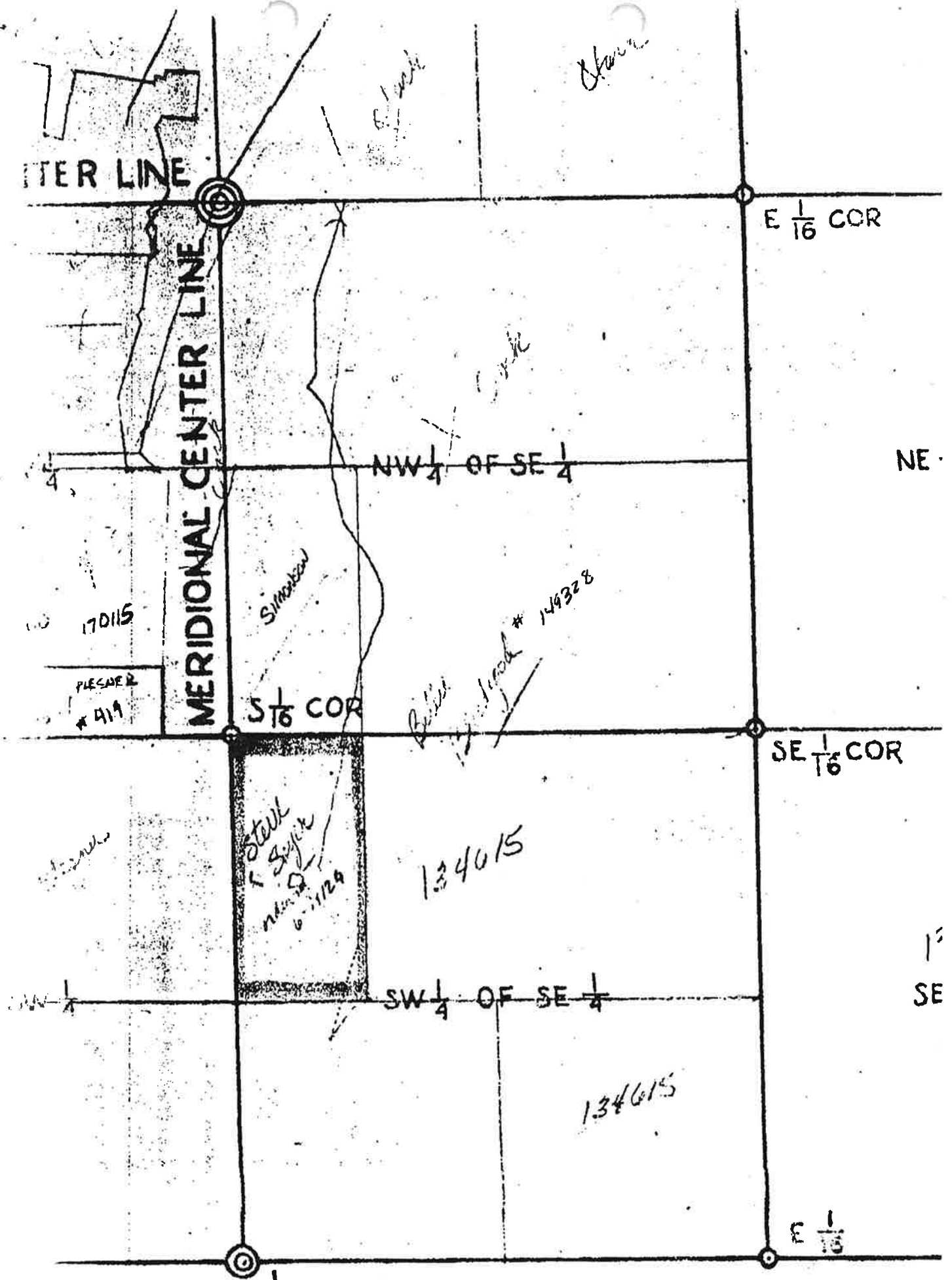
Section 47.775, I.R.C. 1-1.

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TO THE HONORABLE THE SECRETARY OF THE ARMY

NYC 100 06 17 60



SCANNED
OCT 06 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: **A75-04144A**
Date Received: 4/26/1990
Receipt No: E013707
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: LANNY G SLOAN 208-756-6290
Address: PO BOX 252
SALMON ID 83467
AND/OR
Name: PATRICIA S SLOAN 208-756-6290
Address: PO BOX 252
SALMON ID 83467
2. Date of Priority: MAY 10, 1913
3. Source: TOWER CREEK, EAST FORK Trib. to: SALMON RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
23N	22E	3	NW	NE			LEMHI
5. Description of diverting works:
HEADGATE AND PIPELINE
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.030		
7. Total Quantity Appropriated is:
0.030 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 12.5 Acre Feet Per Annum.
9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
23N	22E	3	SW SE		IRR	5.0

Section Acres 5.0

Total Acres 5.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:
CHANGED OWNERSHIP 12/9/96/JT/SB

15. Basis of Claim: STATUTORY CLAIM

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: A75-04144A
Date Received: 4/26/1990
Receipt No: E013707
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: EDWIN K. HALL 208-887-2696
Address: 4301 N. 39TH STREET
ARLINGTON, VI 22207

OR

Name: MARY S. HALL 208-887-2696
Address: 4301 N. 39TH STREET
ARLINGTON, VI 22207

2. Date of Priority: MAY 10, 1913

3. Source: TOWER CREEK, EAST FORK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
23N	22E	3	NW	NE			LEMHI

5. Description of diverting works:
HEADGATE AND PIPELINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.030		

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

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
23N	22E	3	SW SE		IRR	5.0
Section Acres						5.0
Total Acres						5.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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: _____

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:

Ident. Number

Date Received

Receipt Number

39576

75-04144A

4/26/90

E013707

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

APR 26 1990

Department of Water Resources
Eastern District Office

Please type or print clearly

1. Name of Claimant (s) Edwin K Hall and/or Mary S. Hall Phone (202) 887-2696Mailing Address 4301 N. 39th Street, Arlington Virginia Zip 222072. Date of Priority (Only one (1) per claim) MAY 10, 19133. Source of water supply (a) EAST Fork of Tower Creek
which is tributary to (b) SALMON RIVER4. a. Location of existing point of diversion is: Township 23N Range 22 Section 3,
NW 1/4 of NE 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of LEMHI

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.HEADGATE and 6" pipeline
(all gravity fed)

A7504144A

MICROFILMED
DEC 15 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3/15 to 11/15 amount 0.03 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.03 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 12.5 acre feet per annum.

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

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	
23N	22E	3															5		5

Total number of acres irrigated 5

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

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

14. Remarks:
These water rights were part of water right claim no 25-4144
Filed October 26, 1929, which was subsequently subdivided.

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Last Name Hall 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 lines are oriented horizontally and vertically, creating a simple cross shape within each square. The grid is composed of 16 columns and 16 rows, totaling 256 squares.

HALL

Ident No.

MICROFILME

DEC 15 1992

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number 75-4144
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) Ed. Hall Date April 17, 1990

Date _____

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 District)
County of of Columbia) SS.

Subscribed and sworn (or affirmed) before me this 17th day of April 1990

SEAL

Notary Public Lydia M. Hippert

Residing at Washington, D.C.

My Commission Expires 4/30/90.

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 Hall Ident. Number _____

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DEC 15 1992

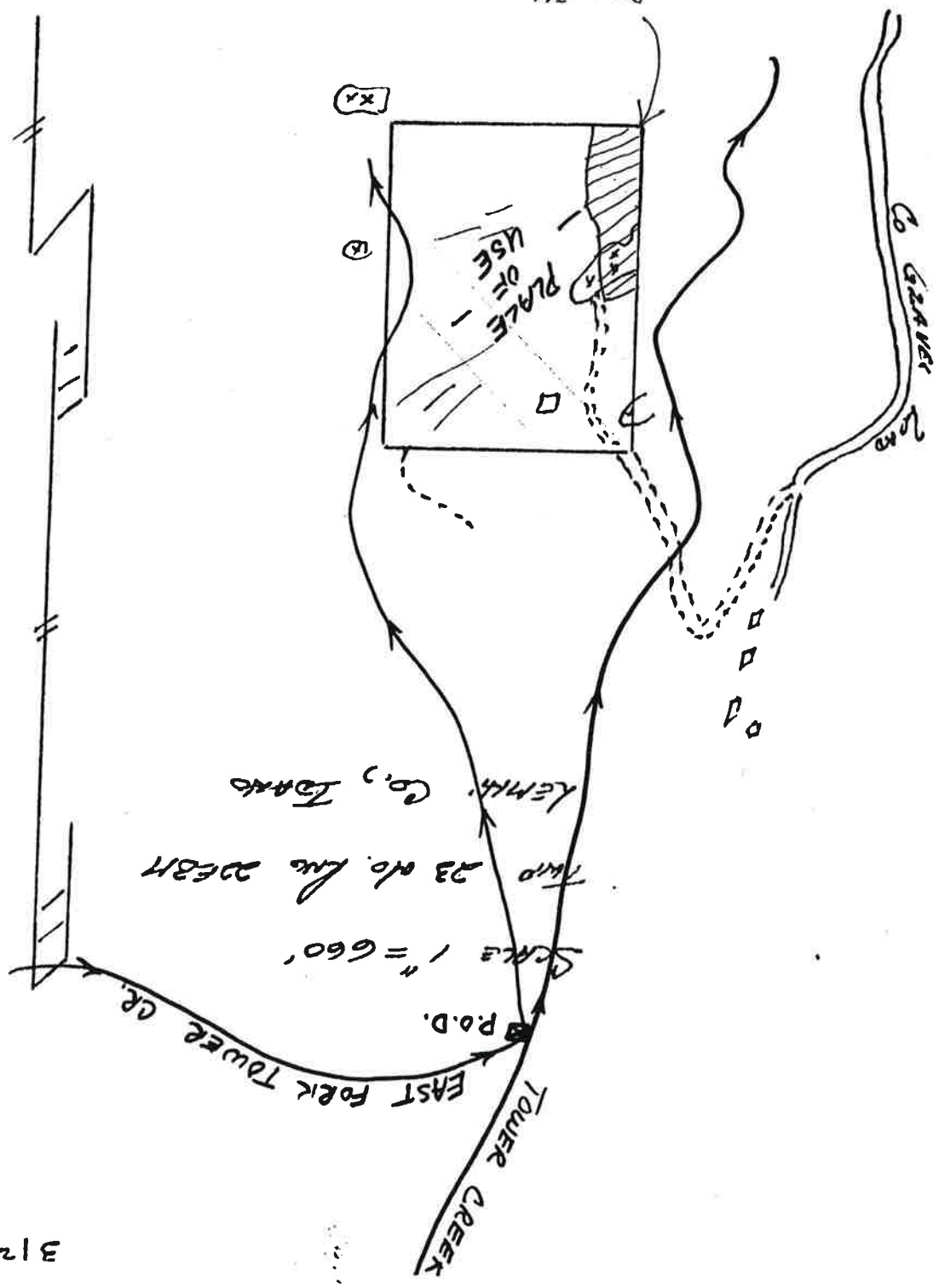
Copies White-State, Yellow-Claimant

LAST NAME: Hall

Designates
place of use
location The SW 1/4 SE 1/4
T. 23 N, R. 22 E, BM, Lemhi County
Section 3,

5 1/2
10 1/11

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DEC 15 1992



Claim No. 75 4144

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Section 42.225a, Idaho Code