12/08/2006

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DEC 28 2006
DEPARTMENT OF WATER RESOURCES

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 13, 2006

Water right number: 67-10635

JERROLD B SMITH
870 JENKINS CREEK RD
WEISER ID 83672
Telephone Number: (208)549-2671

NANCY JO SMITH
870 JENKINS CREEK RD
WEISER ID 83672
Telephone Number: (208)549-2671

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

We purchase property from Smith Family Trust. Jerrold & Nancy live to the south of our property

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 12/23/2006 **SIGNATURE:** Patrick J. Sullivan

Please print your name: PATRICK J. SULLIVAN

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

Received completed change of ownership 01/22/2007.
MVB

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Form 42-248/42-1409(6) July, 2000

WA

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DEPARTMENT OF WATER RESOURCES

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DEPARTMENT OF WATER RESOURCES

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
~~AS~~	67-10635 - okay to change MVB 1-24-2007				

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) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) _____

4. New Owner/Claimant(s) Patrick J & Cathleen L Sullivan

Name Connector (Check one): [X] and, [ ] or, [ ] and/or

New Mailing Address 880 Jenkins Creek Rd

City, State and ZIP Code Weiser ID

New Telephone Number (208) 549-3831

5. Date you acquired the property 6/2000

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6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

7. Signature of New Owner(s) or Claimant(s) (include title if applicable) Patrick J Sullivan
Kathleen Sullivan

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only
Received by _____ Date _____ Fee _____
Receipted by _____ Date _____ Receipt No. _____
Processed by sthorne AJ Date 1-26-07 WR _____ Date _____
NCAP Prepared.

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EXHIBIT "A"

FILE NO.:100-00-7539

A parcel of land situated within Government Lot 1 of Section 19, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 200.84 feet along the west line of said Government Lot 1 to the TRUE POINT OF BEGINNING;
Thence N 0°02'11" E - 258.16 feet along the west line of said Government Lot 1 to a point on the southerly right-of-way line of the Institute Canal Company Irrigation Ditch;
Thence S 89°57'49" E - 66.93 feet along said right-of-way line;
Thence S 67°05'27" E - 28.99 feet along the southwesterly right-of-way line of said Ditch;
Thence S 47°25'08" E - 49.24 feet along said right-of-way line;
Thence S 55°03'41" E - 223.35 feet along said right-of-way line;
Thence S 46°43'03" E - 40.00 feet along said right-of-way line;
Thence S 36°44'07" E - 72.91 feet along said right-of-way line;
Thence N 89°57'49" W - 385.87 feet the TRUE POINT OF BEGINNING.

AND ALSO

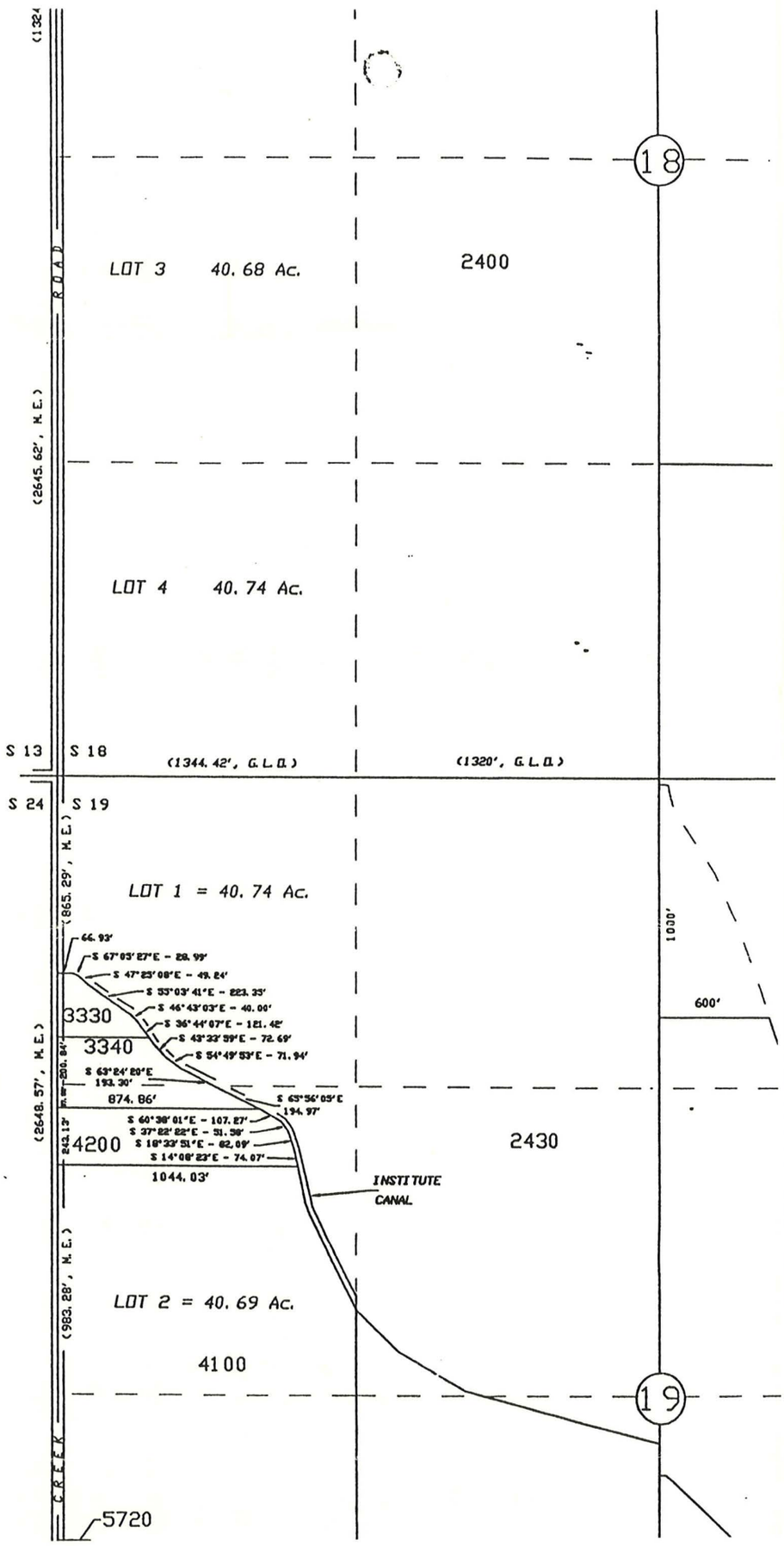
A parcel of land situated within Government Lots 1 and 2 of Section 19, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 200.84 feet along the west line of said Government Lot 1;
Thence S 89°57'49" E - 385.87 feet to a point on the southwesterly right-of-way line of the Institute Canal Company Irrigation Ditch;
Thence S 36°44'07" E - 48.51 feet along said right-of-way line;
Thence S 43°33'59" E - 72.69 feet along said right-of-way line;
Thence S 54°49'53" E - 71.94 feet along said right-of-way line;
Thence S 63°24'20" E - 193.30 feet along said right-of-way line;
Thence S 65°56'05" E - 194.97 feet along said right of way line;
Thence N 89°57'49" W - 874.86 feet to a point on the west line of Government Lot 2 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 97.88 feet along the west line of said Government Lot 2 to the point of beginning.

SUBJECT TO the right-of-way as now established of an existing County Road known as Jenkins Creek Road, along the West side of the above described parcel of land.

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COMPLIMENTS OF

Weiser Valley Title

THIS SKETCH IS FURNISHED TO ASSIST IN PROPERTY LOCATION AND THE COMPANY DOES NOT GUARANTEE ITS ACCURACY

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Return To:

COPY

Attn: Shipping Department
4141 South Highland Drive
Salt Lake City, Utah 84124

Prepared By:

[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 9, 2001
together with all Riders to this document.
(B) **"Borrower"** is
PATRICK J SULLIVAN and CATHLEEN L SULLIVAN, husband and wife

Borrower is the trustor under this Security Instrument.
(C) **"Lender"** is Zions First National Bank, N.A.

Lender is a Corporation
organized and existing under the laws of The State of Utah

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Lender's address is **4141 South Highland Drive**
Salt Lake City, UT 84124
Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is **WASHINGTON COUNTY TITLE COMPANY**

(E) "Note" means the promissory note signed by Borrower and dated **April 9, 2001**
The Note states that Borrower owes Lender **Two Hundred Twenty-Four Thousand and No/100** ---------- Dollars
(U.S. $ **224,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **May 1, 2031**.
(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]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] 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

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"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 **WASHINGTON**

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE THE FOLLOWING LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel ID Number:

which currently has the address of

880 JENKINS CREEK ROAD [Street]

WEISER [City], Idaho **83672** [Zip Code]

("Property Address"):

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.

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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

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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

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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.

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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'

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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.

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(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.

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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.

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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

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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.

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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.

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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:

_____ _____ (Seal)
PATRICK J SULLIVAN -Borrower

_____ _____ (Seal)
CATHLEEN L SULLIVAN -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

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STATE OF IDAHO, WASHINGTON County ss:

On this 9 day of APRIL 2001, before me, THE UNDERSIGNED,

a Notary Public in and for said county and state, personally appeared

PATRICK J SULLIVAN and CATHLEEN L SULLIVAN

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.

Clarence R Stark

Notary Public residing at: Wilson

Com exp 9/7/2005



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EXHIBIT "A" - Attachment to Sullivan/Zions Deed of Trust

A parcel of land situated within Government Lot 1 of Section 19, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 200.84 feet along the West line of said Government Lot 1 to the TRUE POINT OF BEGINNING;
Thence N 0°02'11" E - 258.16 feet along the West line of said Government Lot 1 to a point on the southerly right-of-way line of the Institute Canal Company Irrigation Ditch;
Thence S 89°57'49" E - 66.93 feet along said right-of-way line;
Thence S 67°05'27" E - 28.99 feet along the southwesterly right-of-way line of said Ditch;
Thence S 47°25'08" E - 49.24 feet along said right-of-way line;
Thence S 55°03'41" E - 223.35 feet along said right-of-way line;
Thence S 46°43'03" E - 40.00 feet along said right-of-way line;
Thence S 36°44'07" E - 72.91 feet along said right-of-way line;
Thence N 89°57'49" W - 385.87 feet the TRUE POINT OF BEGINNING.

AND ALSO

A parcel of land situated within Government Lots 1 and 2 of Section 19, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 200.84 feet along the West line of said Government Lot 1;
Thence S 89°57'49" E - 385.87 feet to a point on the southwesterly right-of-way line of the Institute Canal Company Irrigation Ditch;
Thence S 36°44'07" E - 48.51 feet along said right-of-way line;
Thence S 43°33'59" E - 72.69 feet along said right-of-way line;
Thence S 54°49'53" E - 71.94 feet along said right-of-way line;
Thence S 63°24'20" E - 193.30 feet along said right-of-way line;
Thence S 65°56'05" E - 194.97 feet along said right-of-way line;
Thence N 89°57'49" W - 874.86 feet to a point on the West line of Government Lot 2 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 97.88 feet along the West line of said Government Lot 2 to the point of beginning.

SUBJECT TO the right-of-way as now established of an existing County Road known as Jenkins Creek Road, along the West side of the above described parcel of land.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Richard L Bolla

President.

ATTEST:

Thomas J Adams

Secretary.

Issued by:
WEISER VALLEY TITLE, INC.
128 East Main
P. O. Box 591
Weiser, Idaho 83672

DUPLICATE

Authorized Signatory



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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 100-00-7539

1. Effective Date: MARCH 17, 2000 AT 7:30 AM

2. Policy or Policies to be issued:

A. (X) ALTA Owner's Policy, (10-17-92) — Amount $280,000.00
(X) Standard Coverage — Premium $ 1,095.00
( ) Extended Coverage

Proposed Insured: PATRICK J. SULLIVAN AND CATHLEEN L. SULLIIVAN

B. (X) ALTA Loan Policy, (10-17-92) — Amount $224,000.00
( ) Standard Coverage — Premium $ 358.10
(X) Extended Coverage

Proposed Insured: ZIONS MORTGAGE
(ENDORSEMENTS: 100, 116, 8.1)

C. ( ) — Amount $
Premium $

IN THE EVENT THAT SALE OF PROPERTY IS NOT COMPLETED OR LOAN IS NOT MADE, ORDER FOR POLICY MAY BE CANCELLED BY PAYING 50% OF SCHEDULE RATE; MINIMUM $100 WITH COMPANY'S CONSENT.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate and interest in said land is at the effective date hereof vested in:

W. MARTIN SMITH and PHYLLIS G. SMITH, as trustees for the MARTIN AND PHYLLIS SMITH FAMILY TRUST

5. The land referred to in this Commitment is described as follows:

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

The purported property address is 880 Jenkins Creek Road, Weiser, Idaho 83672.

SCANNED
JAN 2 2 2007

EXHIBIT "A"

FILE NO.:100-00-7539

A parcel of land situated within Government Lot 1 of Section 19, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 200.84 feet along the west line of said Government Lot 1 to the TRUE POINT OF BEGINNING;
Thence N 0°02'11" E - 258.16 feet along the west line of said Government Lot 1 to a point on the southerly right-of-way line of the Institute Canal Company Irrigation Ditch;
Thence S 89°57'49" E - 66.93 feet along said right-of-way line;
Thence S 67°05'27" E - 28.99 feet along the southwesterly right-of-way line of said Ditch;
Thence S 47°25'08" E - 49.24 feet along said right-of-way line;
Thence S 55°03'41" E - 223.35 feet along said right-of-way line;
Thence S 46°43'03" E - 40.00 feet along said right-of-way line;
Thence S 36°44'07" E - 72.91 feet along said right-of-way line;
Thence N 89°57'49" W - 385.87 feet the TRUE POINT OF BEGINNING.

AND ALSO

A parcel of land situated within Government Lots 1 and 2 of Section 19, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 200.84 feet along the west line of said Government Lot 1;
Thence S 89°57'49" E - 385.87 feet to a point on the southwesterly right-of-way line of the Institute Canal Company Irrigation Ditch;
Thence S 36°44'07" E - 48.51 feet along said right-of-way line;
Thence S 43°33'59" E - 72.69 feet along said right-of-way line;
Thence S 54°49'53" E - 71.94 feet along said right-of-way line;
Thence S 63°24'20" E - 193.30 feet along said right-of-way line;
Thence S 65°56'05" E - 194.97 feet along said right of way line;
Thence N 89°57'49" W - 874.86 feet to a point on the west line of Government Lot 2 of Section 19, T. 11 N., R. 5 W., B.M.;
Thence N 0°02'11" E - 97.88 feet along the west line of said Government Lot 2 to the point of beginning.

SUBJECT TO the right-of-way as now established of an existing County Road known as Jenkins Creek Road, along the West side of the above described parcel of land.

SCANNED
JAN 22 2007

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

File Number: 100-00-7539

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. **General Exceptions:**

(1) Rights or claims of parties in possession not shown by the public records.*

(2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*

(3) Easements, or claims of easements, not shown by the public records.*

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*

(6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

* Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

SCANNED
JAN 2 2 2007

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

File Number: 100-00-7539

Special Exceptions:

1. Taxes for 2000 are an accruing lien and not yet due or payable.

2. Liens, levies and assessments of the Institute Canal Co., Monroe Creek Irrigation District, or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.

3. Reservations in U.S. Patent, recorded in Book 11 of Deeds at Page 429, Book 36 of Deeds at Page 479, Official Records.

4. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

5. An Easement for 12 foot wide right-of-way for main canal and incidental purposes as set forth in an instrument recorded May 4, 1923, in Book 43 of Deeds at Page 493, Instrument No. 42108, Official Records.

6. Reservation contained in Warranty Deed recorded February 13, 1936, in Book 54, page 508, Instrument No. 56701, official records.

7. Right-of-way for County Road along the west boundary of the herein described parcel of land.

8. Right-of-way for Canal along the east boundary of the herein described parcel of land.

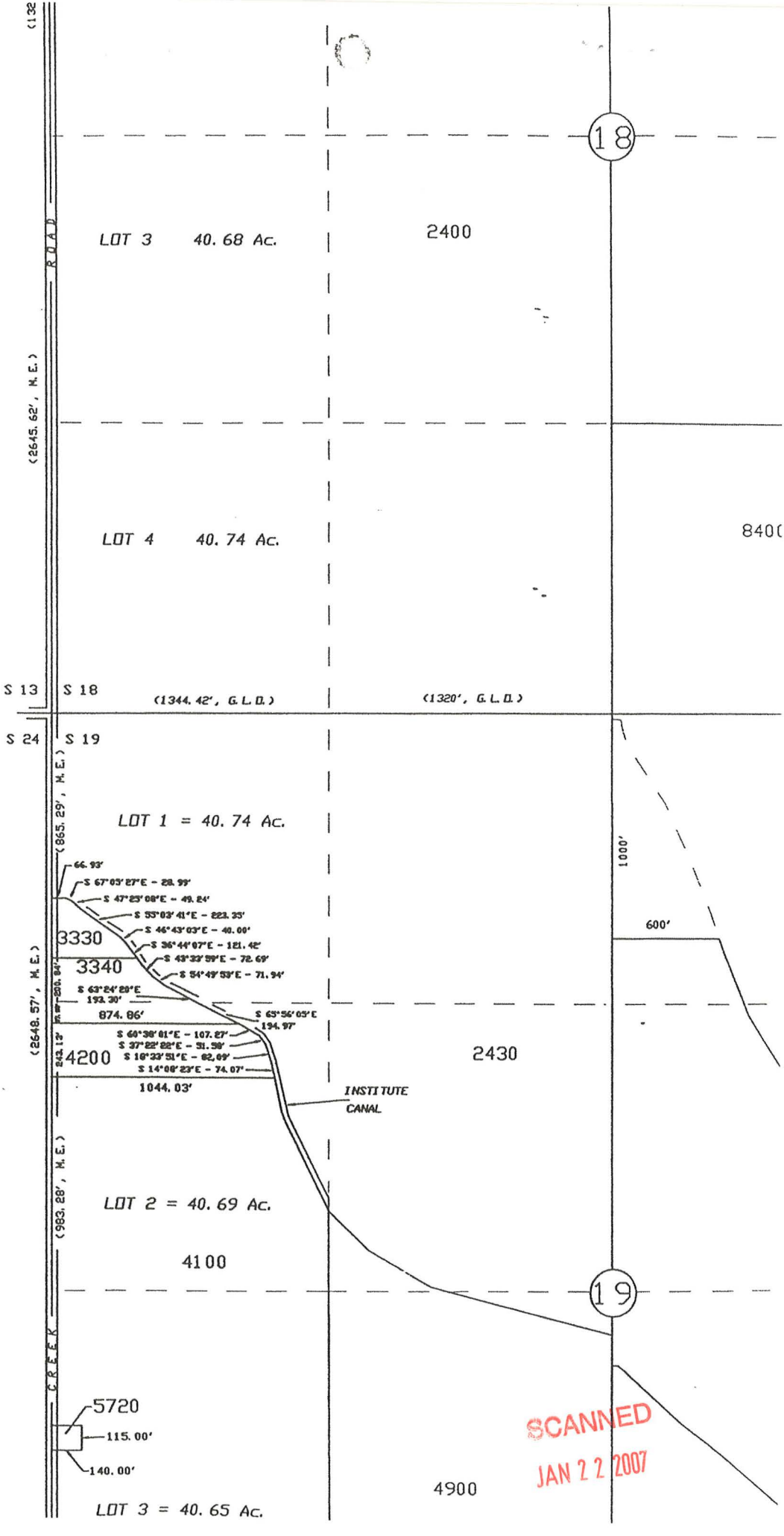
9. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

10. State liens, if any, filed in the office of the Secretary of State Pursuant to Chapter 19, Title 45 of the Idaho Code.

End Schedule B

NOTE NO. 1: General taxes for the year of 1999 under Assessment No. 11N05W193330 and 11N05W193340 for the amount of $2,873.80 and $61.30 are paid in full.

SCANNED
JAN 2 2 2007



COMPLIMENTS OF
Weiser Valley Title
THIS SKETCH IS FURNISHED TO ASSIST IN PROPERTY LOCATION AND THE COMPANY DOES NOT GUARANTEE ITS ACCURACY

SCANNED
JAN 22 2007

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 67-10635
Date Received: 10/6/1989
Receipt No: M004847
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JERROLD B SMITH
870 JENKINS CREEK RD
WEISER ID USA 83672
Phone: (208) 549-2671

NANCY JO SMITH
870 JENKINS CREEK RD
WEISER ID USA 83672
Phone: (208) 549-2671

2. Date of Priority: 09/06/1971

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County	Type
11N	05W	19	NW	NW	WASHINGTON	

5. Description of diverting works:

85' DEEP,6" CASING,SUB. PUMP, PIPED TO HOME

6. Water is used for the following purposes:

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

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

8. Total consumptive use:

SCANNED
APR 09 2004

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
11N	05W	19	NW	NW		DOMESTIC	

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DB 4/8/2002

15. Basis of Claim: Beneficial Use

RECEIVED
AUG 26 1999
Department of Water Resources

8-23-99

RECEIVED
AUG 26 1999
WATER RESOURCES
WESTERN REGION

Idaho Dept. of Water Resources
Adjudication Bureau

To whom it may Concern:

RE: Snake River Basin Adjudication (SRBA)
Washington County - Claim #A67-10635 and
#A67-07415

We are notifying you of a change in ownership of the above-referenced water right claims. Please change your records accordingly.

Jerrold B Smith and Nancy Jo Smith have purchased the water right claims of H & S Partnership c/o Robert L. Hart and Jerrold B. Smith, as referenced by the enclosed recorded Warranty Deed, and Partnership Dissolution Agreement.
If you should have question or concern please do not hesitate to call me @ (208) 549-2671.

Best Regards

Jerrold B Smith
870 Jenkins Creek Rd
Weiser, Idaho
83672

See original M + D Maps in A67-7415

INSTRUMENT NO. 174698
PAGE 1 OF 4

WARRANTY DEED

RECEIVED
AUG 26 1999
Department of Water Resources

For Value Received

H & S PARTNERSHIP, an Idaho partnership

The grantors, do hereby grant, bargain, sell and convey unto

JERROLD B. SMITH AND NANCY J. SMITH, husband and wife

the grantees, whose current address is
870 JENKINS CREEK ROAD, WEISER, ID 83672
the following described premises, in WASHINGTON County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO:
A mortgage dated December 14, 1993 to secure an indebtedness in the principal sum of $112,000.00.

Recorded : December 20, 1993, Instrument No. 158824, Official Records
Mortgagor : H & S Partnership, an Idaho parntership consisting of Robert L. Hert and Beverly Hert, husband and wife and Jerrold B. Smith and Nancy Jo Smith, husband and wife
Mortgagee : Robert A. Parsons and Lola Parsons, husband and wife

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: NOVEMBER 20, 1998

H & S PARTNERSHIP, an Idaho partnership

Robert L. Hert
ROBERT L. HERT, GENERAL PARTNER

Beverly J. Hert
BEVERLY J. HERT, GENERAL PARTNER

Jerrold B. Smith
JERROLD B. SMITH, GENERAL PARTNER

Nancy J. Smith
NANCY J. SMITH, GENERAL PARTNER

STATE OF IDAHO, COUNTY OF
On this day of , 19 ,
before me, a notary public in and for the said State, personally

INSTRU

STATE OF IDAHO
COUNTY OF WASHINGTON } ss.

On this day of NOVEMBER in the year 19 98, before me, a Notary Public, personally appeared ROBERT L. HERT & BEVELRY J. HERT AND JERROLD B. SMITH & NANCY J. SMITH known or identified to me to be (one of) the partner(s) in the partnership of H & S PARTNERSHIP

and the partner(s) who subscribed said partnership name to the foregoing instrument, and acknowledged to me that The Y executed the same in said partnership name.

Notary Public
Residing at WEISER *Idaho*
COMMISSION EXPIRES: ~~11/4/2003~~ 3/23/2003

appeared

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

Notary Public
Residing at , Idaho
Comm. Expires

/ENT No.

IDI-392 (9-82)

100-98-6145

RECEIVED
AUG 26 1999
Department of Water Resources

PARTNERSHIP DISSOLUTION AGREEMENT

This Agreement is entered into on this the 20th day of November, 1998, by and between Robert L. Hert and Beverly J. Hert, husband and wife, hereinafter referred to as "First Party", and Jerrold B. Smith and Nancy J. Smith, husband and wife, hereinafter referred to as "Second Party".

WITNESSETH:

WHEREAS, First Party and Second Party entered into a general partnership known and styled in the name of "H & S PARTNERSHIP", which said partnership was evidenced by a Partnership Agreement dated the 3rd day of December, 1993; and

WHEREAS, the partnership was one for farming, which included the ownership of real property located in Washington County, Idaho; and

WHEREAS, the parties hereto have entered into an agreement wherein First Party will sell and Second Party will buy the real property titled in the partnership name; and

WHEREAS, the parties hereto wish to also liquidate and dissolver the partnership; and

THEREFORE, AND IN ACCORDANCE THEREWITH, the parties hereto agree as follows:

1. The parties hereto agree to liquidate and dissolve this partnership, including removing the assumed business name from the records of Washington County; and
2. That First Party agrees to convey and quitclaim all of their right, title, and interest in and to the assets of H & S Partnership unto the Second Party, upon the parties hereto dissolving this entity so that Second Party can continue to farm or otherwise continue business on their own; and
3. That the parties hereto agree that as set forth in the schedule attached hereto, to pay the debts and divide the assets of the partnership; and
4. That the parties hereto will each be responsible for their own respective income taxes for the year 1998 from said partnership; and
5. That the parties hereto agree that upon distribution of the assets and payment of the debts of the partnership, the partners will be responsible for their own respective attorney fees, costs, and any other cost of the dissolution without contribution or indemnification from the other party; and

6. That the parties hereto agree that all debts or obligations of the partnership, incurred prior to the date hereof, or as otherwise paid pursuant to the schedule attached hereto, will be paid in the percentages as set forth in the partnership agreement; and

7. That the partners hereto agree that some assets may be distributed in kind, if all partners agree thereto; and

8. This agreement is binding upon the heirs, representatives, fiduciaries, or assigns of the parties hereto.

DATED this 20th day of November, 1998.

First Party:

Robert L. Hert

Beverly J. Hert

Second Party:

Jerrold B. Smith

Nancy J. Smith

INSTRUMENT NO. 174735
STATE OF IDAHO, COUNTY OF WASHINGTON ss,
Filed for record at the request of
WEISER VALLEY TITLE
33 Min. past FIFTEEN o'clock P. M
This 24TH day of NOVEMBER 19 98
Index to: AGREEMENTS
SHARON WIDNER, Recorder Fee: $12.00
By Lisa McKnight Deputy
WEISER VALLEY TITLE

NOTARY

STATE OF IDAHO)
ss:
County of Washington)

On the 20th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Robert L. Hert and Beverly J. Hert, husband and wife 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 on the day and year in this certificate first above written.

Notary Public for Idaho
Residing in : Weiser

STATE OF IDAHO)
ss:
County of Washington)

On the 20th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Jerrold B. Smith and Nancy J. Smith, husband and wife 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 on the day and year in this certificate first above written.

Notary Public for Idaho
Residing in : Weiser
Comm. Expires: 3/27/2003

File No.: 100-98-6743

IN TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 19: Lot 3 and all of that part of Lots 1 and 2 lying Southwesterly of the Institute Canal Right-of-Way;

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:

(1)

A parcel of land situated within Government Lot 2 of Section 19, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the Northwest corner of Government Lot 2 of Section 19, Township 11 North, Range 5 West, Boise Meridian;

Thence South 0°02'11" West, 97.88 feet along the West line of said Government Lot 2 to the TRUE POINT OF BEGINNING;

thence South 89°57'49" East, 874.86 feet to a point on the Southwesterly right-of-way line of the Institute Canal Company Irrigation Ditch;

thence South 60°38'01" East, 107.27 feet along the Southwesterly right-of-way line said ditch;

thence South 37°22'22" East, 51.58 feet along the Southwesterly right-of-way line of said ditch;

thence South 18°33'51" East, 82.09 feet along the Westerly right-of-way line of said ditch;

thence South 14°08'23" East, 74.07 feet along the Westerly right-of-way line of said ditch;

thence North 89°57'49" West, 1044.03 feet to a point on the West line of said Government Lot 2;

thence North 0°02'11" East, 243.13 feet along the West line of said Government Lot 2 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way as now established of an existing county road known as Jenkins Creek Road, along the West side of the above described parcel of land.

TOGETHER WITH AND SUBJECT TO a cement irrigation ditch along the East boundary.

CONTINUED

X=0

Y=400

File No.: 100-98-6743

AND ALSO SAVE AND EXCEPT:

(2) A parcel of land situated within Government Lots 1 and 2 of Section 19, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, Township 11 North, Range 5 West, Boise Meridian;

thence North 0°02'11" East, 200.84 feet along the West line of said Government Lot 1;

thence South 89°57'49" East, 385.87 feet to a point on the Southwesterly right-of-way of the Institute Canal Company Irrigation Ditch;

thence South 36°44'07" East, 48.51 feet along said right-of-way line;

thence South 43°33'59" East, 72.69 feet along said right-of-way line;

thence South 54°49'53" East, 71.94 feet along said right-of-way line;

thence South 63°24'20" East, 193.30 feet along said right-of-way line;

thence South 65°56'05" East, 194.97 feet along said right-of-way line;

thence North 89°57'49" West, 874.86 feet to a point on the West line of Government Lot 2 of Section 19, Township 11 North, Range 5 West, Boise Meridian;

thence North 0°02'11" East, 97.88 feet along the West line of said Government Lot 2 to the POINT OF BEGINNING.

SUBJECT TO the right-of-way as now established of an existing county road known as Jenkins Creek Road, along the West side of the above described parcel of land.

AND ALSO SAVE AND EXCEPT:

(3) A parcel of land situated within Government Lot 1 of Section 19, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the Southwest corner of Government Lot 1 of Section 19, Township 11 North, Range 5 West, Boise Meridian;

thence North 0°02'11" East, 200.84 feet along the West line of said Government Lot 1 to the TRUE POINT OF BEGINNING;

CONTINUED

X=0
Y=100
(2)

Order No.: 100-98-6743

thence North 0°02'11" East, 258.16 feet along the West line of said Government Lot 1 to a point on the Southerly right-of-way line of the Institute Canal Company Irrigation Ditch;

thence South 89°57'49" East, 66.93 feet along said right-of-way line;

thence South 67°05'27" East, 28.99 feet along the Southwesterly right-of-way line of said ditch;

thence South 47°25'08" East, 49.24 feet along said right-of-way line;

thence South 55°03'41" East, 223.35 feet along said right-of-way line;

thence South 46°43'03" East, 40.00 feet along said right-of-way line;

thence South 36°44'07" East, 72.91 feet along said right-of-way line;

thence North 89°57'49" West, 385.87 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way as now established of an existing county road known as Jenkins Creek Road, along the West side of the above described parcel of land.

AND ALSO SAVE AND EXCEPT

(4)

Beginning at the SW corner of Section 19, Township 11 North, Range 5 West, B.M., (which is the intersection lines of the centerlines of the Jenkins Creek Road and Indianhead Road), thence North along the centerline of Jenkins Creek Road 1912 feet more or less to the true point of beginning; thence East 140 feet; thence North 115 feet; thence West 140 feet; thence South 115 feet to the point of beginning.

X = 0

Y = 0

INSTRUMENT NO. 174698
STATE OF IDAHO, COUNTY OF WASHINGTON ss,
Filed for record at the request of
WEISER VALLEY TITLE
40 Min. past TEN o'clock A. M
This 23RD day of NOVEMBER 19 98
Index to: DEEDS
SHARON WIDNER, Recorder Fee: $12.00
By Lisa McKnight Deputy
WEISER VALLEY TITLE

Comp. Index
Comp. Rel.
Film
Compare
Card Rel.
Bk. Rel.
Up-date
Return
Copy

RECEIVED
JUN 0 5 1995
Department of Water Resources

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: **A67-10635**
Date Received: 10/ 6/1989
Receipt No: M004847
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

AMENDED

RECEIVED
JUN 15 1995
WATER RESOURCES
WESTERN REGION

1. Name: W MARTIN SMITH
   Address: 880 JENKINS CREEK RD
   WEISER ID 83672
   AND/OR
   Name: PHILLIS G SMITH
   Address: 880 JENKINS CREEK RD
   WEISER ID 83672

2. Date of Priority: SEP 6, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11N	05W	19	NW NW		WASHINGTON

5. Description of diverting works:
   85' DEEP,6" CASING,SUB. PUMP, PIPED TO HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   DOMESTIC 1 HOME

RECEIVED
JUN 05 1995
Department of Water Resources

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11N	05W	19	NW NW		DOMEST	

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): W. Martin Smith Date: 6-2-95

Phyllis G. Smith Date: 6-2-95

State of Idaho)
) SS.
County of Washington)

Subscribed and sworn (or affirmed) before me this 2 day of June 19 95

Delmer M Jones
Notary Public

Seal

Residing at Weiser

My Commission Expires 5-10-97

Instrument No. 152376

Page 1 of 2

CORRECTION

WARRANTY DEED

RECEIVED
MAY 25 1995
Department of Water Resources

For Value Received

ROBERT A. PARSONS AKA ROBERT ALYNN PARSONS AND LOLA G. PARSONS, HUSBAND AND WIFE

The grantor S, do hereby grant, bargain, sell and convey unto

W. MARTIN SMITH AND PHYLLIS G. SMITH, HUSBAND AND WIFE

the grantee, whose current address is 880 Jenkins Creek Rd., Weiser, Id 83672

the following described premises, in County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

To correctly describe the parcel of land conveyed by Warranty Deed dated July 26, 1991, recorded as Instrument No. 152360 records of Washington County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees, that t he y the owner s in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: JULY 30, 1991

Robert A. Parsons
ROBERT A. PARSONS

Lola G. Parsons
LOLA G. PARSONS

STATE OF IDAHO, COUNTY OF WASHINGTON

On this 30th day of JULY, 1991, before me, a notary public in and for the said State, personally appeared

ROBERT A. PARSONS AND LOLA G. PARSONS

known or identified to me to be the person S whose name S subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public, Idaho

Residing at Weiser

Comm. Expires 3/26/97

STATE OF IDAHO, COUNTY OF WASHINGTON

I hereby certify that this instrument was filed for record at the request of WASHINGTON COUNTY TITLE

at 45 minutes past 2:00 o'clock P.M., this 1ST day of AUGUST, 1991, in my office, and duly recorded in ~~Book~~ of Deeds ~~XXXXXX~~ #152376

MARY KAUTZ
Ex-Officio Recorder

By Betty J. Thomas Deputy.

Fees $ 6.00

Mail to: WASHINGTON COUNTY TITLE, IN PERSON

INSTRUMENT No.

Cmp. Index ✓
Cmp. Rel.
Film ✓
Compare ✓
Card Rel.
Bk. Rel.
Up-date ✓
Return ✓

A67-10635

IDL-392 (9-82)

Instrument # 152376
Page 2 of 2

RECEIVED
MAY 25 1995
Department

EXHIBIT "A"

A parcel of land situated within Government Lot 1 of Section 19, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the Southwest Corner of Government Lot 1 of Section 19, T.11N., R.5W., B.M.;

Thence N 0°02'11"E - 200.84 feet along the west line of said Government Lot 1 to the TRUE POINT OF BEGINNING;

Thence N 0°02'11"E - 258.16 feet along the west line of said Government Lot 1 to a point on the southerly right-of-way line of the Institute Canal Company Irrigation Ditch;

Thence S 89°57'49"E - 66.93 feet along said right-of-way line;

Thence S 67°05'27"E - 28.99 feet along the southwesterly right-of-way line of said Ditch;

Thence S 47°25'08"E - 49.24 feet along said right-of-way line;

Thence S 55°03'41"E - 223.35 feet along said right-of-way line;

Thence S 46°43'03"E - 40.00 feet along said right-of-way line;

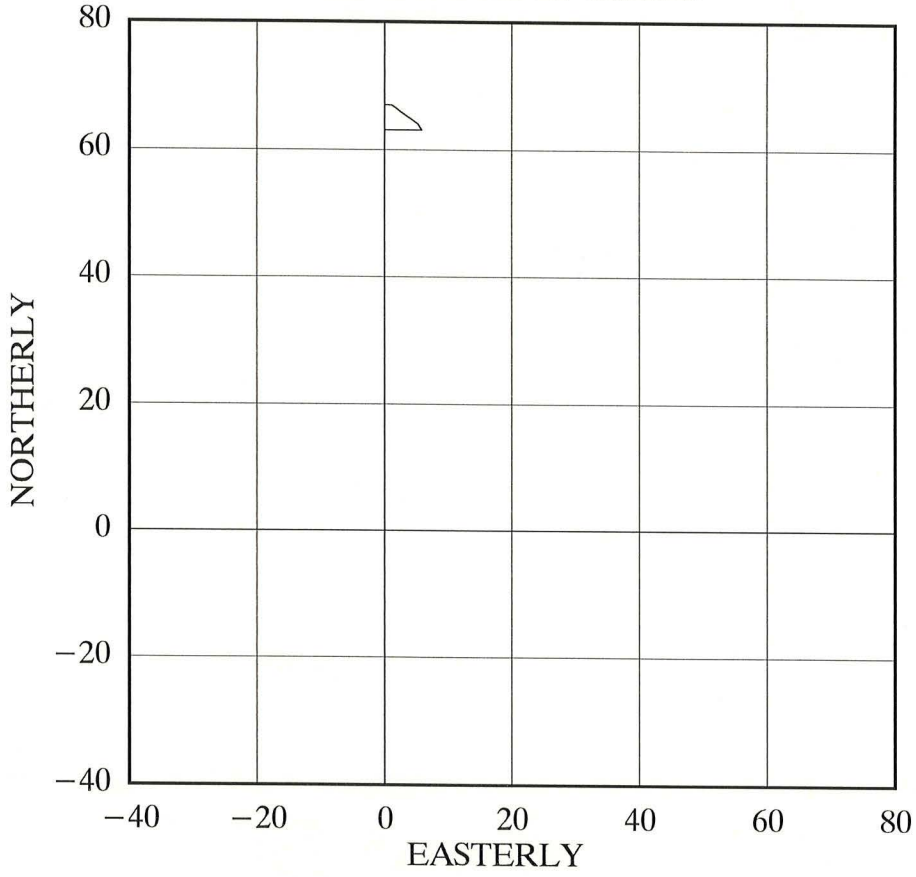
Thence S 36°44'07"E - 72.91 feet along said right-of-way line;

Thence N 89°57'49"W - 385.87 feet the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way as now established of an existing County Road known as Jenkins Creek Road, along the west side of the above described parcel of land.

A67-10635

PARCEL PLOT – METES & BOUNDS
DISTANCE IS IN CHAINS



W. MARTIN SMITH
PHYLLIS G. SMITH

A67/0635

RECEIVED

MAY 25 1995

Department of Water Resources

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: **A67-10635**
Date Received: 10/ 6/1989
Receipt No: M004847
Received By: _____

Bob Foster Dept of Water Resources I think this is Martin Smith's not ours

See attached for our right to use of the water in field

COPY FOR YOUR FILES | **NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW** | **COPY FOR YOUR FILES**

1. Name: H & S PARTNERSHIP
   Address: C/O ROBERT L HERT AND JEROLD B SMITH
   870 JENKINS CREEK RD
   WEISER ID 83672

← Should be the Smith's Martin + Phyllis. See Doris letter of 5-31-95 JP

2. Date of Priority: SEP 6, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11N	05W	19	NW NW		WASHINGTON

5. Description of diverting works:
   85' DEEP,6" CASING,SUB. PUMP, PIPED TO HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   DOMESTIC 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11N	05W	19	NW NW		DOMEST	

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP CHANGE, PARSONS TO H & S PARTNERSHIP 01/31/1994 SF.

15. Basis of Claim: BENEFICIAL USE

Weiser Valley Title, Inc.
First American Title of Payette County

This water right S/B transferred to W. Martin Smith + Phyllis G Smith (Address on Deed)

Weiser
(208) 549-1792

Payette
(208) 642-3351

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: **A67-10635**
Date Received: 10/ 6/1989
Receipt No: M004847
Received By: _____

WRRC

COPY FOR YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

COPY FOR YOUR FILES

1. Name: H & S PARTNERSHIP
   Address: C/O ROBERT L HERT AND
   JEROLD B SMITH
   870 JENKINS CREEK RD
   WEISER ID 83672

2. Date of Priority: SEP 6, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11N	05W	19	NW NW		WASHINGTON

5. Description of diverting works:
   85' DEEP,6" CASING,SUB. PUMP, PIPED TO HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   DOMESTIC 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11N	05W	19	NW NW		DOMEST	

MICROFILMED
AUG 19 1994

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP CHANGE, PARSONS TO H & S PARTNERSHIP 01/31/1994 SF.

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
AUG 19 1994

Form 42-1409(7)

NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
JAN 03 1994
Department of Water Resources

DATE OF CLOSING: DEC 1993

LEGAL DESCRIPTION OF PROPERTY: Township_____ Range_____
Section_____, _____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot_____, BM.
Lot_____, Block_____, Subdivision/Townsite_____.
If you have additional legal descriptions, please attach separate sheet.
SEE ATTACHED LEGAL DESCRIPTION

RECEIVED
JAN 25 1994
Department of Water Resources

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

[ ] Water Right Number(s) Assigned by IDWR: _____

[ ] Name and Address of Former Owner/Claimant(s)(Seller): ROBERT A. PARSONS AND LOLA PARSONS
P.O. Box 394
McCall, ID 83638

[ ] New Owner/Claimant (Purchaser): H & S PARTNERSHIP

[ ] New Mailing Address: C/O ROBERT L. HERT and Jerald B Smith
870 Jenkins Creek Rd.
WEISER, IDAHO 83672

[ ] New Telephone Number: ( )_____-_____

[ ] Does the change in ownership result in a splitting of the water right owned/claimed? X yes ___ no (see below)
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
see Attached map - 69 acres

[ ] Attach proof of ownership, describe proof attached: COPY OF RECORDED DEED TO NEW OWNER

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

[ ] Signature of New Owner/Claimant(s): Jerald B. Smith Nancy Jo Smith Date 12/14/93
Robert L Hert Brenda J Hert Date 12/15/93

[ ] Signature of Former Owner/Claimant(s): X Robert A. Parsons Date 12/13/93
X Lola B Parsons Date 12/13/93

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

A67-10635 WRAG
A67-07415

no split
RF 01-31-94

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: 01-04-93 **By:** R. Foster
Further Action Needed:
New owner contact
Further Action Taken
Date: 01-28-94 **By:** R. Foster OC for D.E.
Final Review and Data-Entry
Date: 01-31-94 **By:**
Claim Numbers of Split, if any:

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

cc: ~~former~~ Ken Dunn A67-10635

100-93-4241

INSTRUMENT NO. 158823
PAGE 1 OF 4

WARRANTY DEED

For Value Received

ROBERT A. PARSONS AND LOLA PARSONS, HUSBAND AND WIFE

The grantor S, do hereby grant, bargain, sell and convey unto

H & S PARTNERSHIP, AN IDAHO PARTNERSHIP

the grantee S, whose current address is %870 Jenkins Creek Road, Weiser, ID 83672

the following described premises, in WASHINGTON County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A'

TOGETHER WITH 69 SHARES OF IRRIGATION STOCK IN THE INSTITUTE CANAL COMPANY;

TOGETHER WITH ALL WATER, WATER RIGHTS, DITCHES AND DITCH RIGHTS APPURTENANT THERETO AND IN ANYWISE BELONGING.

SUBJECT TO ALL VALID OUTSTANDING RESERVATIONS, EASEMENTS, RIGHTS-OF-WAY RESTRICTIONS, DEDICATIONS, MINERAL LEASES, MINERAL RESERVATION AND MINERAL CONVEYANCES OF RECORD.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GranteeS , THEIR heirs and assigns forever. And the said GrantorS do hereby covenant to and with the said Grantee S that ThE Y ARE the owner S in fee simple of said premises; that they are free from all incumbrances

and that ThEY will warrant and defend the same from all lawful claims whatsoever.

Dated: DECEMBER 13, 1993

X Robert A. Parsons
ROBERT A. PARSONS

X Lola Parsons
LOLA PARSONS

STATE OF ~~XXXX~~ ARIZONA, COUNTY OF PIMA

On this 13 day of DECEMBER, 19 93 before me, a notary public in and for the said State, personally appeared

ROBERT A. PARSONS AND LOLA PARSONS

known or identified to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that THEY executed the same.

Teresa Morelli
Notary Public

Residing at 7001 N. Oracle Tucson Arizona XXXXX

Comm. Expires My Commission Expires Aug. 24, 1995

STATE OF IDAHO, COUNTY OF WASHINGTON

I hereby certify that this instrument was filed for record at the request of WEISER VALLEY TITLE

at 13 minutes past FIFTEEN o'clock P. M., this 20TH day of DECEMBER, 1993, in my office, and duly recorded in ~~XXX~~ of Deeds ~~XXXXX~~ BY #158823

MARY KAUTZ
Ex-Officio Recorder

By Lisa McKnight Deputy.

Fees $ 12.00

Mail to: WEISER VALLEY TITLE

Cmp. Index
Cmp. Rel.
Film
Compare
Card Rel.
Bk. Rel.
Update
Return
Copy

INSTRUMENT No.

A67-10635 + A67-07415

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

WATER RIGHT NUMBER - A67-10635 PREFIX TRANSLATION: ADJUDICATION CLAIM OLD (D) NUMBER -

LAST NAME	FIRST NAME	ADDRESS
*** C - CURRENT OWNER *** PARSONS	ROBERT A.	1 - P.O. BOX 588 2 - 3 - CITY- WEISER STATE- ID ZIP- 83672 PHONE - 208-549-1539

PRIORITY DATE	REGION	STAGE	STATUS
09/06/1971	14 WESTERN	J - BENEFICIAL USE	

SOURCE - GROUNDWATER

TRIBUTARY -

POINT OF DIVERSION

TWN	RNG	SEC	TRACT	LOT	RFLG	COUNTY	STREAM INDEX (BLANK IF NO INDEX CODE)
11N	05W	19	NW NW			(87) WASHINGTON	

WATER USE

CODE	DESCRIPTION	PERIOD FROM	PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
43	DOMESTIC	01/01	12/31	0.040	

TOTAL DIV. RATE	TOTAL DIV. VOLUME	TOTAL DIV. CAPACITY	TOTAL CONSUMPTIVE USE	KW USAGE
0.040			0.0	

PLACE OF USE

TWN	RNG	SEC	TRACT	LOT	ACRES	CODE	DESCRIPTION	COUNTY
11N	05W	19	NW NW			43	DOMESTIC	(87) WASHINGTON

DIVERSION MEANS - 85' DEEP,6" CASING,SUB. PUMP, PIPED TO HOME

NON-IRRIGATION USE - DOMESTIC 1 HOME

OTHER RIGHTS FOR SAME USE - NONE

Jenkins Creek Rd.

REMARKS
NO REMARKS FOUND.

OLD WATER RIGHT NUMBERS
NO OLD WATER RIGHT NUMBERS FOUND.

CONDITIONS OF APPROVAL
NO CONDITIONS OF APPROVAL FOUND.

DECREE PLAINTIFF	DECREE DEFENDANT	DECREE DATE
		00/00/0000

AUDIT FIELDS - 10/06/89 MOBILE3

WATER RIGHT NUMBER - A67-10635 PREFIX TRANSLATION: ADJUDICATION CLAIM

-COMMENTS-

NO COMMENTS FOUND

ADJUDICATION RIGHTS DATES AND FLAGS AREA

COURT REPORT FILING	- 00/00/0000	FIELD INSPECTION MADE	- 00/00/0000	CIVIL CASE NUMBER	- 39576
OBJECTION FILED DATE	- 00/00/0000	FIELD INSPECTION FLAG	-	OLD CASE NUMBER	-
RESPONSE FILED DATE	- 00/00/0000	VERIFIED DATE	- 00/00/0000	OLD JUDICIAL DISTRICT	-
CLAIM RECEIVED DATE	- 10/06/1989	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
PROOF DUE DATE	- 00/00/0000	PROOF MADE DATE	- 00/00/0000	WATER DISTRICT	-
LICENSED DATE	- 00/00/0000	RECEIPT NUMBER	- M004847	FEDERAL/STATE INDICATOR	- S
CLAIMS TAPE ERROR FLG	-	POU OWNERSHIP FLAG	- Y	PRESUMPTION FLAG	-
FEE EXEMPT FLAG	-	NAME CONNECTOR	-	NOTICE OF ERROR FLAG	-

RP002941 A

DATA ENTRY
ENTERED JH 3-24
CHECKED JH 3-25

"Verified By"
Topo Map/Ortho-PQ
ASCS Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Project Records
IDWR Records

VERIFIED
APR 7 1992

CERTIFIED
MAY 23 1992
WATER EXAMINER

EXHIBIT "A"

IN TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 19: LOT 3 AND ALL OF THAT PART OF LOTS 1 AND 2 LYING SOUTHWESTERLY OF THE INSTITUTE CANAL RIGHT OF WAY;

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:

A PARCEL OF LAND SITUATED WITHIN GOVERNMENT LOT 2 OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SECTION 19, T.11N., R.5W., B.M.;

THENCE S 0 DEGREES 02'11"W - 97.88 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 TO THE TRUE POINT OF BEGINNING;

THENCE S 89 DEGREES 57'49"E - 874.86 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE INSTITUTE CANAL COMPANY IRRIGATION DITCH;

THENCE S 60 DEGREES 38'01"E - 107.27 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID DITCH;

THENCE S 37 DEGREES 22'22"E - 51.58 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID DITCH;

THENCE S 18 DEGREES 33'51"E - 82.09 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID DITCH;

THENCE S 14 DEGREES 08'23"E - 74.07 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID DITCH;

THENCE N 89 DEGREES 57'49"W - 1044.03 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 2;

THENCE N 0 DEGREES 02'11"E - 243.13 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 TO THE TRUE POINT OF BEGINNING.

SUBJECT TO THE RIGHT-OF-WAY AS NOW ESTABLISHED OF AN EXISTING COUNTY ROAD KNOWN AS JENKINS CREEK ROAD, ALONG THE WEST SIDE OF THE ABOVE DESCRIBED PARCEL OF LAND.

TOGETHER WITH AND SUBJECT TO A CEMENT IRRIGATION DITCH ALONG THE EAST BOUNDARY.

MICROFILMED
AUG 19 1994

AND ALSO SAVE AND EXCEPT:

A PARCEL OF LAND SITUATED WITHIN GOVERNMENT LOTS 1 AND 2 OF SECTION 19 TOWNSHIP 11 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A67-10635 + A67-07415

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 5 WEST, BOISE MERIDIAN;

THENCE NORTH 0 DEGREES 02'11"E - 200.84 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1;

THENCE S 89 DEGREES 57'49"E - 385.87 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF THE INSTITUTE CANAL COMPANY IRRIGATION DITCH;

THENCE S 36 DEGREES 44'07"E - 48.51 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE S 43 DEGREES 33'59"E - 72.69 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE S 54 DEGREES 49'53"E - 71.94 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE S 63 DEGREES 24'20"E - 193.30 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE S 65 DEGREES 56'05"E - 194.97 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE N 89 DEGREES 57'49"W - 874.86 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT LOT 2 OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 5 WEST, BOISE MERIDIAN;

THENCE N 0 DEGREES 02'11"E - 97.88 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHT-OF-WAY AS NOW ESTABLISHED OF AN EXISTING COUNTY ROAD KNOWN AS JENKINS CREEK ROAD, ALONG THE WEST SIDE OF THE ABOVE DESCRIBED PARCEL OF LAND.

AND ALSO SAVE AND EXCEPT:

A PARCEL OF LAND SITUATED WITHIN GOVERNMENT LOT 1 OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 5 WEST, BOISE MERIDIAN;

THENCE N 0 DEGREES 02'11"E - 200.84 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 TO THE TRUE POINT OF BEGINNING;

THENCE N 0 DEGREES 02'11"E - 258.16 FEET ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE INSTITUTE CANAL COMPANY IRRIGATION DITCH;

THENCE S 89 DEGREES 57'49"E - 66.93 FEET ALONG SAID RIGHT-OF-WAY

A67-10635 A67-07415

MICROFILMED
AUG 19 1994

LINE;

THENCE S 67 DEGREES 05'27"E - 28.99 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID DITCH;

THENCE S 47 DEGREES 25'08"E - 49.24 FEET ALONG SAID RIGHT-OF-WAY LINE.

THENCE S 55 DEGREES 03'41"E - 223.35 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE S 46 DEGREES 43'03"E - 40.00 FEET ALONG SAID RIGHT-OF-WAY LINE;

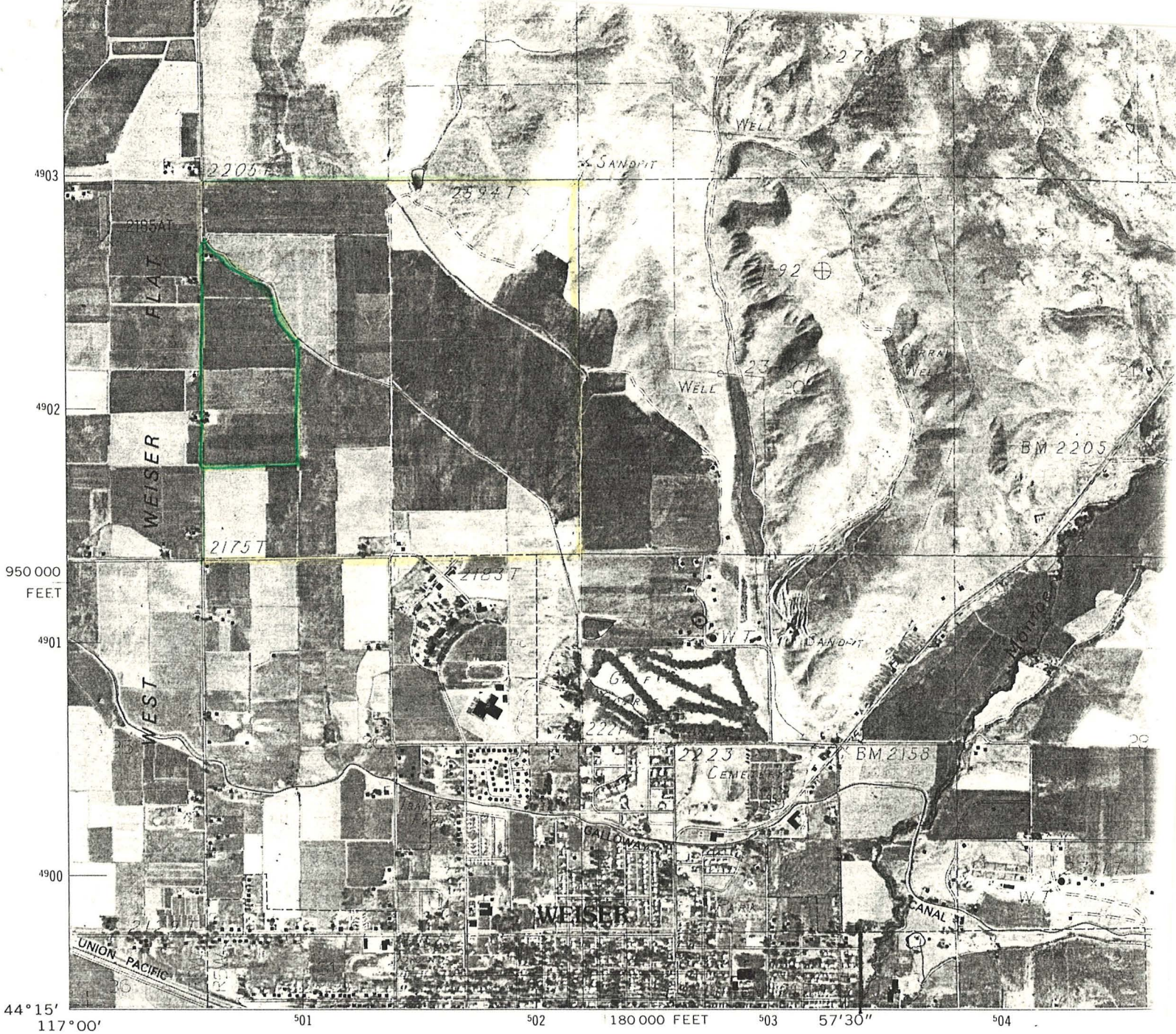
THENCE S 36 DEGREES 44'07"E - 72.91 FEET ALONG SAID RIGHT-OF-WAY LINE;

THENCE N 89 DEGREES 57'49"W - 385.87 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO THE RIGHT OF WAY AS NOW ESTABLISHED OF AN EXISTING COUNTY ROAD KNOWN AS JENKINS CREEK ROAD, ALONG THE WEST SIDE OF THE ABOVE DESCRIBED PARCEL OF LAND.

MICROFILMED
AUG 19 1994

A67-10635 & A67-07415

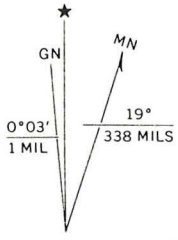


Produced and published by the Geological Survey

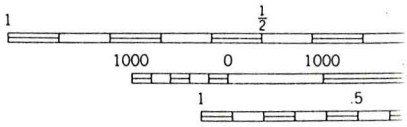
Orthophotograph prepared from 1:76,000-scale aerial photograph taken August 3, 1974

Projection and 10,000-foot grid ticks: Idaho coordinate system, west zone (transverse Mercator) 1000-metre Universal Transverse Mercator grid, zone 11. 1927 North American datum

Photoimagery transformed by scanning techniques which may produce double or mismatched images; use the mean of image position for map point



UTM GRID AND 1974 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



This map has been prepared by the Idaho Department of Water Resources pursuant to Idaho Code §42-1410 to assist claimants in filing notices of claims and objections in the Snake River Basin Adjudication. No warranty, either express or implied, is made and no legal responsibility is assumed by IDWR, its employees, its agents, contractors, and reproduction firms particularly Bonneville Blueprint Supply Co. Inc. or its employees for the accuracy, completeness, or usefulness of any information set forth on this map.

T 11N
R 5W
S 19

A67-10635 & A67-07415

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AUG 19 1994

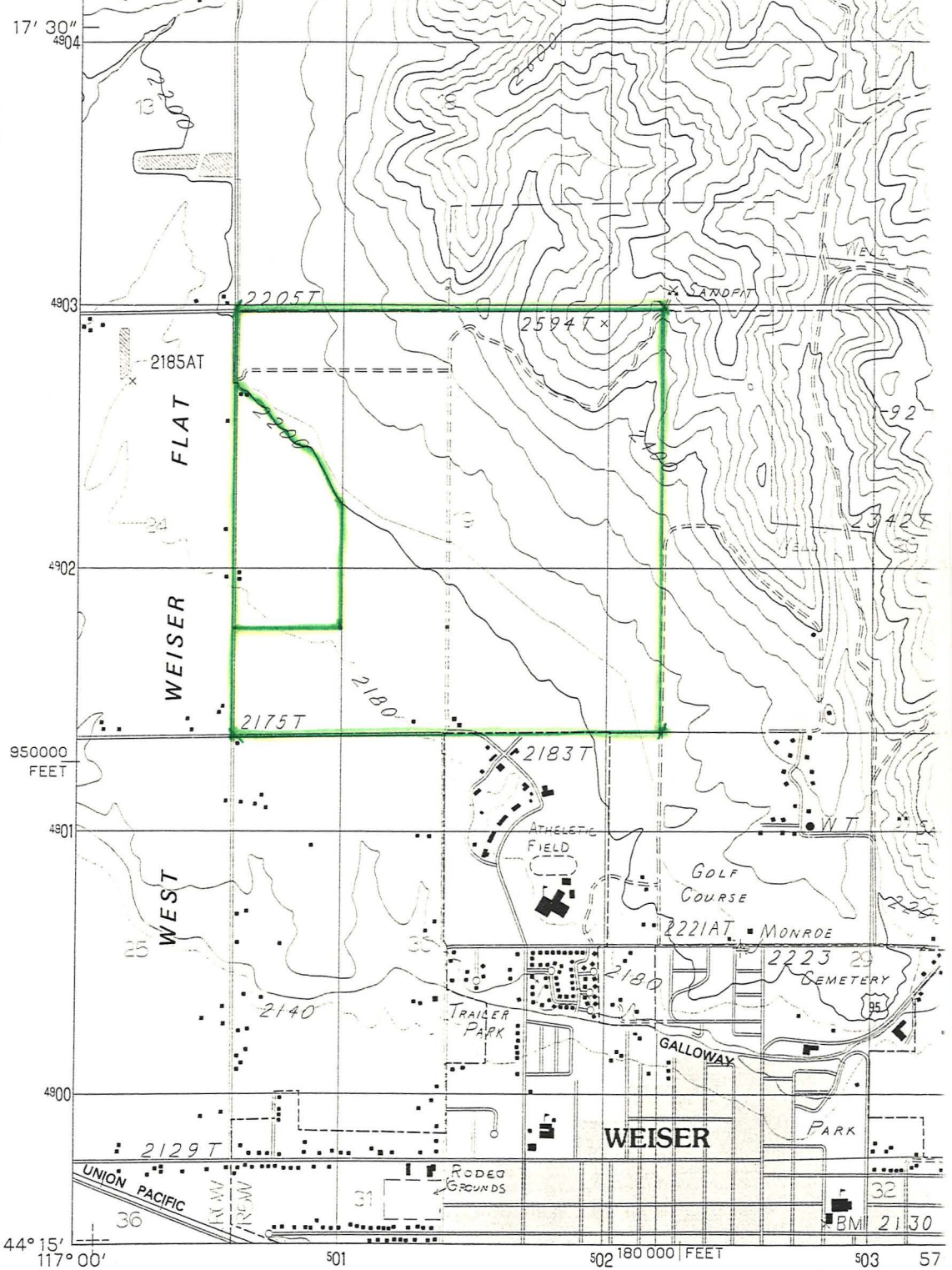
THIS MAP COMPLIES

FOR SALE BY U. S. GEOLOGICAL SUR

Copies Of T
At Bonne

POOR ORIGINAL

POOR ORIGINAL



MICROFILMED
AUG 19 1994

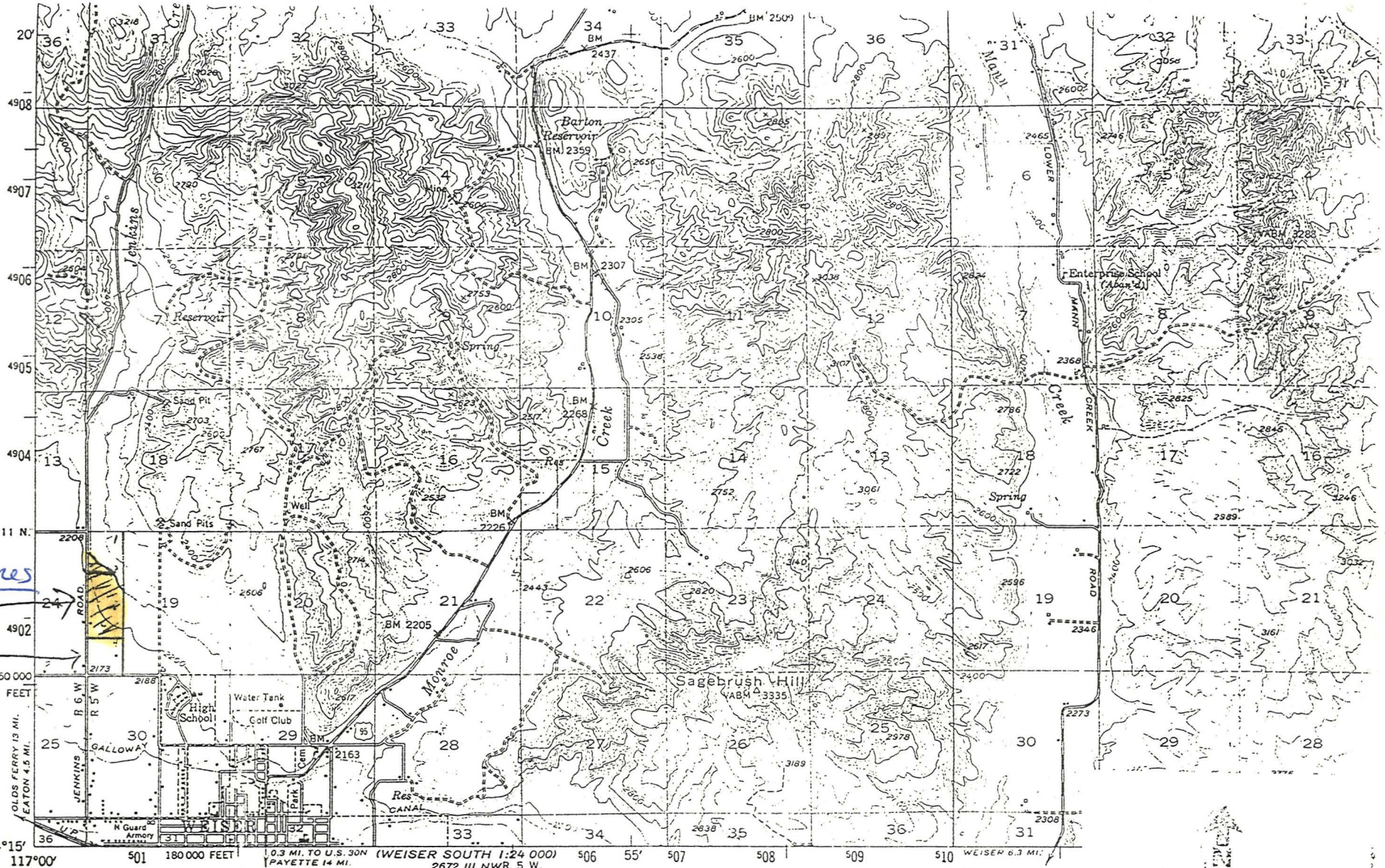
T 11N
R 5W
S 19

A67-10635
A67-07415

PRODUCED BY THE UNITED STATES GEOLOGICAL SURVEY
CONTROL BY . . . . . USGS, NOS/NOAA
COMPILED FROM AERIAL PHOTOGRAPHS TAKEN. 1981
FIELD CHECKED . . . . . 1984 MAP EDITED 1987

u-53

ef 01-2894



69 Acres
Sell
Keep

MICROFILMED
AUG 19 1994

Mapped, edited and published by the Geological Survey

Control by USGS and USC&GS

Topography from aerial photographs by multiplex methods
Aerial photographs taken 1951. Field check 1953

Polyconic projection. 1927 North American datum
10,000-foot grid based on Idaho coordinate system, west zone

Red tint indicates areas in which only landmark buildings are shown

Dashed land lines indicate approximate locations

1000-meter Universal Transverse Mercator grid ticks, zone 11, shown in blue

UTM GRID AND 1953 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

SCALE 1:62500

CONTOUR INTERVAL 40 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

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

COMPLIMENTS OF
Weiser Valley Title
THIS SKE[illegible] ENDORSED TO ASSURE PROPERTY LOCATION AND THE COMPANY DOES NOT GUARANTEE ITS ACCURACY

98

A67-10635 ✓ A67-07415

POOR ORIGINAL

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: **A67-10635**
Date Received: 10/06/1989
Receipt No: M00 4847
Received By: RDL

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT A. PARSONS 208-549-1539
   Address: P.O. BOX 588
   WEISER, ID 83672

2. Date of Priority: SEP 06, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11N	05W	19	NW NW		WASHINGTON

5. Description of diverting works:
   85' DEEP,6" CASING,SUB. PUMP, PIPED TO HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   DOMESTIC 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11N	05W	19	NW NW		DOMEST	

11. Place of use in counties: WASHINGTON

MICROFILMED
OCT 05 1992

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

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): Robert A Tarbuck Date: 10/6/89

_____ Date: _____

State of Idaho)
) SS.
County of ADA)

Subscribed and sworn (or affirmed) before me this 6th day of Oct 19 89

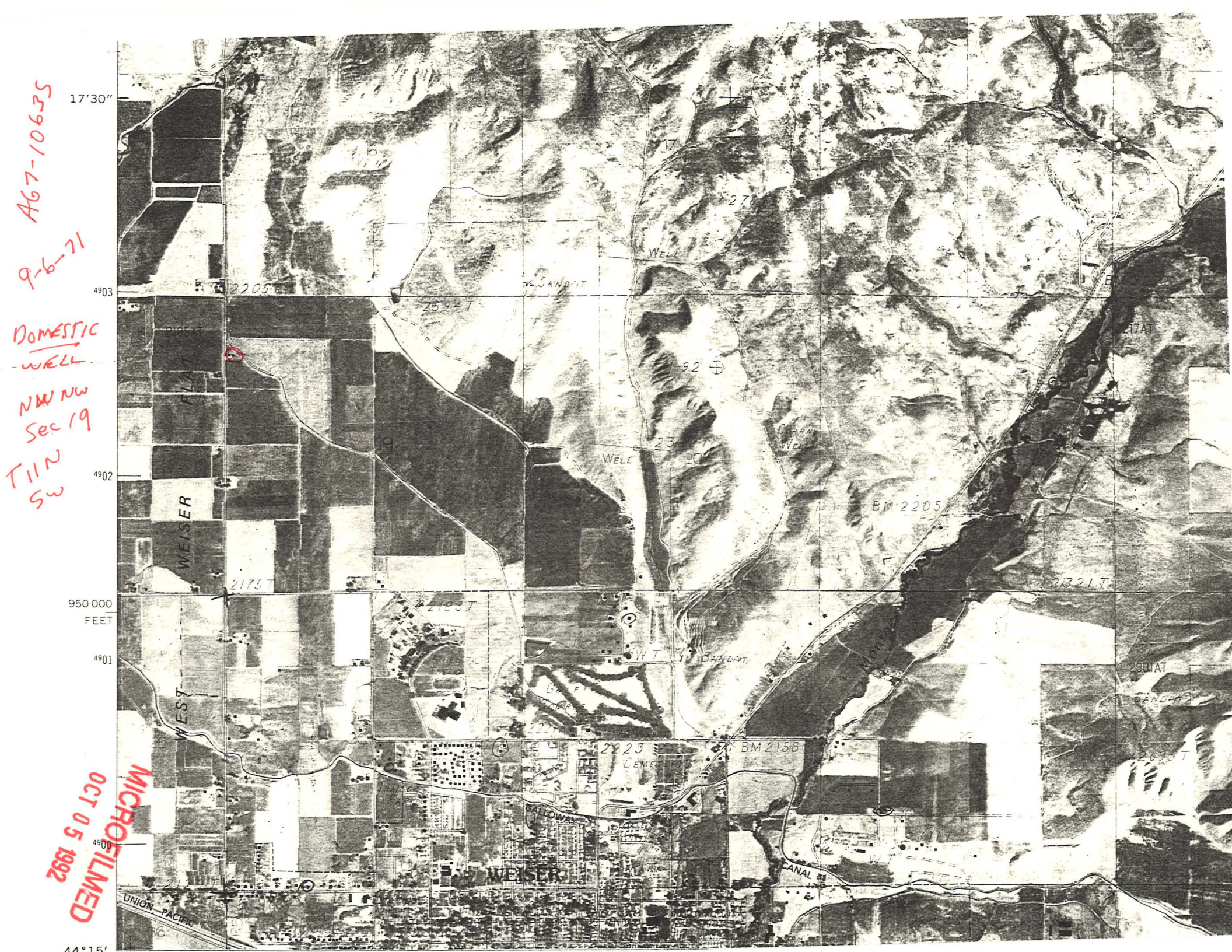
Ron Howerton
Notary Public

Seal

Residing at Ron Howerton Residing at Boise, Idaho

My Commission Expires My Commission Expires December 8, 1994

MICROFILMED
OCT 05 1992



A67-10635

9-6-71

DOMESTIC WELL

NW NW Sec 19 T11N SW

MICROFILMED OCT 05 1982

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10635 V1

WATER RIGHT NUMBER: 67-10635 V1

Owner Type	Name and Address
Original Owner	PHILLIS G SMITH 880 JENKINS CREEK RD WEISER, ID 83672
Original Owner	W MARTIN SMITH 880 JENKINS CREEK RD WEISER, ID 83672
Original Owner	JERROLD B SMITH 870 JENKINS CREEK RD WEISER, ID 83672 (208)549-2671
Original Owner	NANCY JO SMITH 870 JENKINS CREEK RD WEISER, ID 83672 (208)549-2671
Original Owner	ROBERT A PARSONS PO BOX 588 WEISER, ID 83672 (208)549-1539
Original Owner	H & S PARTNERSHIP C/O ROBERT L HERT AND JEROLD B SMITH 870 JENKINS CREEK RD WEISER, ID 83672
Current Owner	CATHLEEN L SULLIVAN 880 JENKINS CREEK RD WEISER, ID 83672 (208)549-3831
Current Owner	PATRICK J SULLIVAN 880 JENKINS CREEK RD WEISER, ID 83672 (208)549-3831

Priority Date: 09/06/1971

Basis: Beneficial Use

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
DOMESTIC	1/01 to 12/31	0.040 CFS	
	Total Diversion:	0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER L1 (NW1/4NW1/4) Sec. 19, Twp 11N, Rge 05W, B.M.

WASHINGTON County

Place of Use

DOMESTIC

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10635 V1

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11N	05W	19						X											
								L 1											

Conditions of Approval:

1. X01 Domestic use is for 1 home.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. Parcel No: RP11N05W193300A
5. 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.

Remarks:

Comments:

1. dbuffing 4/8/2002 Ownership change
Comment: The data in the name field was changed to show this right has an ownership change

2. csaxton 9/29/2006 POU
Comment: POU recommended per claim and map in file. Tax lot data does not match name or address on claim though.

3. mvanbussum 12/8/2006 NOE ownership
Comment: Per NOE correspondence, new owner is Pat Sullivan. Mailed change of ownership form with NOE form to Pat Sullivan.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10635 V1

Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status
Summary			09/29/2006	csaxton	Active

Verification Log:

Element	Date Time Stamp	Reviewer	Log text
POU	9/29/2006 2:20:11 PM	csaxton	Updated PLS for Active POU
POD	9/29/2006 2:20:56 PM	csaxton	Updated PLS
POU	9/29/2006 2:25:42 PM	csaxton	Updated PLS for Active POU
POD	9/29/2006 2:26:24 PM	csaxton	Updated shape
POU	9/29/2006 2:20:02 PM	csaxton	Updated shape for Active POU
POD	9/29/2006 2:20:44 PM	csaxton	Updated shape
Summary	9/29/2006 2:22:37 PM	csaxton	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (No) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
POD	9/29/2006 2:26:39 PM	csaxton	Updated PLS
POU	9/29/2006 2:25:34 PM	csaxton	Updated shape for Active POU

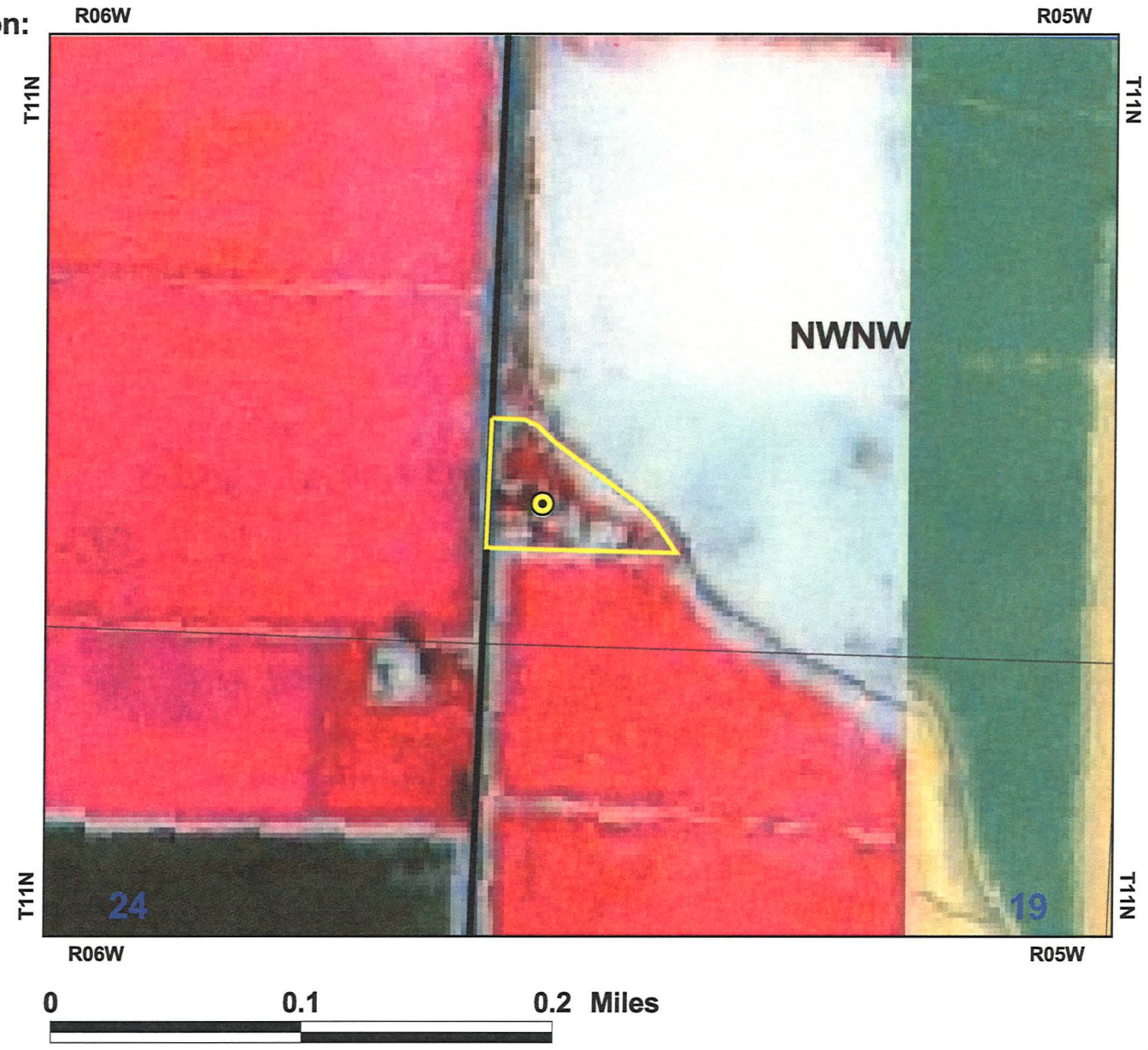
Water Supply Bank:

Idaho Department of Water Resources

SRBA Recommendation:

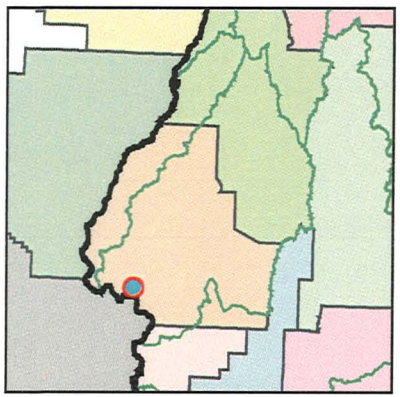
67-10635

(Domestic)



Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Washington County
IDWR Basin 67

N

Prepared by C. Saxton
On Friday, September 29, 2006
1987/88 Aerial Photography

CONVERSATIONAL MEMORANDUM

Date: September 6, 2005

To: File 67-10635

From: Craig L. Saxton

Subject: Evidence of Priority

Jerry Smith called about the letter requesting evidence of priority he received.

Contact info: Wk: 549-8885
Cell: 739-2383
e-mail: jerrys@intermountainbank.com

67-10635 is a $25 domestic claim. I told him that we shouldn't have sent him a letter and he didn't need evidence of priority. He then asked about water rights 67-7415 and 67-2339. The main question being why isn't 67-2339 in his name. See e-mail I sent Jerry regarding this.

Saxton, Craig

From: Saxton, Craig
Sent: Tuesday, September 06, 2005 12:38 PM
To: 'jerrys@intermountainbank.com'
Subject: 67-2339 Change of Ownership

Hello Jerry,

I pulled file 67-2339 and 67-7415 to find out why ownership wasn't changed on SRBA claim 67-2339. The change of ownership provided in 1999, shows ownership of Lots 1, 2, 3 in section 19, T11N, R5W. 67-2339 claims irrigated ground in Lot 4 section 19, T11N, R5W. Since the water right is applicable to the property, we couldn't change ownership on this right until proof was submitted that you owned the property. In addition, at that time, you never requested that 67-2339 be changed into your name.

I checked the WA county tax lot data and it looks like the parcel of ground that 67-2339 is applicable to is owned by:

Yasuda Bros
c/o Heizi Yasuda
10720 Scotch Pines Rd
Payette Id 83661

I hope this information is some assistance to you.

Respectfully submitted,

Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau
craig.saxton@idwr.idaho.gov

Saxton, Craig

From: Jerry Smith [JerryS@IntermountainBank.com]
Sent: Tuesday, September 06, 2005 1:35 PM
To: Saxton, Craig
Subject: RE: 67-2339 Change of Ownership

Craig,

Thank you for your research, Heizi purchased from Parsons the 40 acres south of my existing 76 acres around the same time and assuming that 40 acres is Lot 4 section 19, T11N, RSW, your information is correct and claim 67-2339 is Heizi's. Do you still need a notice of change from me on 67-7415, if I remember our conversation correctly you indicated it is already under the names of Jerrold B. and Nancy Jo Smith?

You also mentioned you would make note of our conversation on Claim 67-10635, and I need not file anything with the Department of Water Resources, correct?

Jerry

-----Original Message-----
From: Saxton, Craig [mailto:Craig.Saxton@idwr.idaho.gov]
Sent: Tuesday, September 06, 2005 12:38 PM
To: Jerry Smith
Subject: 67-2339 Change of Ownership

Hello Jerry,

I pulled file 67-2339 and 67-7415 to find out why ownership wasn't changed
on SRBA claim 67-2339. The change of ownership provided in 1999, shows ownership of Lots 1, 2, 3 in section 19, T11N, R5W. 67-2339 claims irrigated ground in Lot 4 section 19, T11N, R5W. Since the water right is
applicable to the property, we couldn't change ownership on this right until
proof was submitted that you owned the property. In addition, at that time,
you never requested that 67-2339 be changed into your name.

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that 67-2339 is applicable to is owned by:

Yasuda Bros
c/o Heizi Yasuda
10720 Scotch Pines Rd
Payette Id 83661

I hope this information is some assistance to you.

Respectfully submitted,

Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau
craig.saxton@idwr.idaho.gov

04/08/2002

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 67-10635

NAME AND ADDRESS: JERROLD B SMITH
870 JENKINS CREEK RD
WEISER ID 83672

NANCY JO SMITH
870 JENKINS CREEK RD
WEISER ID 83672

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 09/06/1971

POINT OF DIVERSION:

T11N R05W S19 NWNW Lot 1 Within WASHINGTON County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
DOMESTIC	1/01 12/31	0.040 CFS

PLACE OF USE: DOMESTIC Within WASHINGTON County

T11N R05W S19 Lot 1 NWNW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use

RP 002941A

SCANNED
APR 09 2004

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	W MARTIN SMITH	09/06/1971	DOMESTIC	01-01	12-31	0.04 CFS	
C	PHILLIS G SMITH						
	880 JENKINS CREEK RD				TOTAL DIVERSION:	0.04 CFS	
	WEISER ID 83672						

Water Source: GROUNDWATER Tributary to: Stage: BENEFICIAL USE

Point(s) of Diversion: T11N R05W S19 Lot01(NWNW) WASHINGTON County

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac
11N 05W 19						01-D										

POU County: WASHINGTON

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP RP 002941A

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

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

Audit: 01/24/99 JSHURTE

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	W MARTIN SMITH	09/06/1971	DOMESTIC	01-01	12-31	0.04 CFS	
C	PHILLIS G SMITH 880 JENKINS CREEK RD WEISER ID 83672				TOTAL DIVERSION:	0.04 CFS	

Water Source: GROUNDWATER Tributary to: Stage: BENEFICIAL USE

Point(s) of Diversion: T11N R05W S19 NWNW WASHINGTON County

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac
11N 05W 19						D										

POU County: WASHINGTON

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP RP 002941A

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

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

Audit: 03/24/97 CORR4

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 31, 1995

W MARTIN SMITH AND
PHILLIS G SMITH
880 JENKINS CREEK RD
WEISER ID 83672

RE: Snake River Basin Adjudication (SRBA)
Washington County - Notice of Claim #A67-10635

Dear Mr. & Mrs. Smith:

We have been advised that you are the present owner of the property and water right. Please refer to this water right claim number in any correspondence you may have with the Department.

Before we can modify our records to reflect your new ownership, we need your signature on the enclosed computer-generated Amended Notice of Claim A67-10635. The only change you see to the claim Parsons filed is the replacement of the name and address. If you believe the description of your water right should have other changes, please make the correction and initial the change.

Please sign the enclosed Amended Notice of Claim #A67-10635, have your signature notarized and return the form to my attention. You may want to make a photocopy of the signed claim before returning the original to this office.

Please contact me at 208/327-7862 if you have any questions.

Sincerely,

Donald V. Shaff
Manager, Adjudication Section

DVS:ss:state:tf
Enclosure:
Copy of Amended Water Right #A67-10635
"How You Will Receive Notice..." Information Sheet
cc: former owner

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

January 31, 1994

H & S Partnership
c/o Robert L. Hert &
Jerold B. Smith
870 Jenkins Creek Rd.
Weiser, ID 83672

RE: Snake River Basin Adjudication (SRBA)
Washington County - Claims #A67-10635 & A67-07415

Dear Claimants:

IDWR has received your notice of the change in ownership of the above-referenced water right claims. Our records have been changed accordingly.

Claims prepared from our computer database are enclosed for your review. If you have any questions, please contact us.

Yours truly,

Idaho Department of Water Resources
Adjudication Bureau

SO:region
Enclosure:
Claims Referenced Above

MICROFILMED
AUG 19 1994

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

January 6, 1994

A67-10635 + A67-07415

Robert L. Hert
H & S Partnership
870 Jenkins Creek Rd.
Weiser, ID 83672

RECEIVED
JAN 25 1994
Department of Water Resources

RE: Snake River Basin Adjudication (SRBA)
Washington County - Ownership Change

Dear Mr. Hert:

We are returning the Notice of the change in ownership for the property you purchased from Robert and Lola Parsons. We need your assistance, please.

Because you did not describe specific water right(s) on your Change of Ownership form, the Department is unable to change the names on the water right(s). Additionally, we are unable to determine the number of acres involved with these water right(s). The Parsons may be able to assist you.

Upon receipt of this missing information, a claim will be prepared form the Agency's computer and send to you for your review and records.

Sincerely,

Robert Foster

Robert Foster
Water Resource Agent
Adjudication Bureau

RF:sf:state:tf
Enclosure:
Original Ownership Change Form

1/23/94
Mr. Foster,

If you have any further questions please contact Mr. Parsons. Let us know if there are NO water rights on this property. Thank You.
Weiser Valley Title 549-1792 Cindy L Hicks

MICROFILMED
AUG 19 1994

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

JAMES E. RISCH
Governor

KARL J. DREHER
Director

December 8, 2006

PATRICK SULLIVAN
880 JENKINS CREEK RD
WEISER ID 83672

RE: Notice of Error form for Snake River Basin Adjudication (SRBA) claim 67-10635

Dear Claimant(s):

As you may be aware, the Idaho Department of Water Resources (IDWR) is currently in the process of reviewing Snake River Basin Adjudication (SRBA) claims in the Weiser River Basin (Basin 67). Our initial investigation indicates that you are now owner of the property to which this claim is applicable. According to our records, the property was most recently owned by Jerrold and Nancy Jo Smith. The legal description is as follows:

T11N R05W S19 NW1/4 NW1/4

We recommend that if, in fact, you now own the property in question, and use the water for the purposes claimed, you file a "Change in Ownership" (enclosed) with this department in order that we may send all further correspondence to the appropriate owner(s).

If you do not own the property applicable to this water right claim, you may disregard this letter.

Please feel free to contact me at (208) 287-4907 if you have any questions.

Respectfully submitted,

Monica

Monica P. Van Bussum
Water Resource Agent/GIS Technician
Adjudication Bureau

Enclosure(s)

11/14/2006

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 8, 2006

Water right number: 67-10635

JERROLD B SMITH
870 JENKINS CREEK RD
WEISER ID 83672
Telephone Number: (208)549-2671

NANCY JO SMITH
870 JENKINS CREEK RD
WEISER ID 83672
Telephone Number: (208)549-2671

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

No longer own property

2. Describe the changes you wish to make in the proposed recommendation:

Now owned by Pat Sullivan

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 11/29/06 **SIGNATURE:** Jerrold B Smith

Please print your name: Jerrold B. Smith

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800