

D. L. Evans Bank

"Idaho's Hometown Community Bank Since 1904"



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APR 03 2008

DEPARTMENT OF
WATER RESOURCES

April 1, 2008

Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

Re: Water Rights ^{Adj.} 37-1153B, ^{Adj.} 37-2614, ^{PO} 37-11638, ^{PO} 37-11639, ^{PO} 37-11641, ^{Adj.} 37-14289

To Whom It May Concern:

Our Security Interest in the above referenced Water Rights has been satisfied and therefore, future notifications pertaining to the above mentioned Water Rights are no longer required by D. L. Evans Bank.

If you have any questions, you can contact me at (208) 736-9300.

Sincerely,

Andrea Hofland

Andrea Hofland

D L Evans Bank

Loan Processing Department

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APR 09 2008

Central Loan Center
208-736-9300

222 Main Ave. S.
Fax 208-736-4800

P.O. Box 87
Express Banking

Twin Falls, ID 83303
1-888-873-9777

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JAN 12 2007
DEPT. OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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

*3 Incomplete forms will be returned.

1. Water Right No(s): 37-02614, 37-01133, 37-14289, 37-11638, 37-11639, 37-11641
- Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
- D. L. Evans Bank
- P.O. Box 87
- Twin Falls, ID 83303
4. Name of Water Right Owner/Claimant(s)
- Robert Dreyer
5. Expiration Date of Notification Period September 29, 2018
- *6. Is this a Renewal of Request for Notification? ☐ X YES ☐ NO
7. Signature(s) (and title if applicable) X [Signature]

For Office Use Only

Received by amb Date 12.12.07 Fee 150.00

Receipted by amb Date 12.12.07 Receipt No. C083501

Processed by _____ AJ Date _____ WR _____ Date _____

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JAN 11 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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JAN 08 2008

Idaho Department of Water Resources Receipt

Receipt ID: C085507

Payment Amount	\$150.00	Date Received	12/12/07 2:07	Region	STATE
Payment Type	Check	Check Number	6753		
Payer	DL EVANS BANK				

Comments 37-02614

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$150.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155



Signature Line (Department Representative)

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JAN 08 2008

RECORDATION REQUESTED BY:

D. L. Evans Bank
Ketchum Branch
P.O. Box 9120
680 Sun Valley Road, Suite 101
Ketchum, ID 83340

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Ketchum Branch
P.O. Box 9120
680 Sun Valley Road, Suite 101
Ketchum, ID 83340

SEND TAX NOTICES TO:

Robert P. Dreyer
P.O. Box 4817
Ketchum, ID 83340

Instrument # 553652

HAILEY, BLAINE, IDAHO

2007-11-29 02:26:32 No. of Pages: 10

Recorded for : SUN VALLEY TITLE

JOLYNN DRAGE

Fee: 30.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST-SECOND DEED TRUST/MTG

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DEC 21 2007

DEPARTMENT OF WATER RESOURCES

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0723627

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$75,000.00.

THIS MORTGAGE dated November 28, 2007, is made and executed between Robert P. Dreyer; A Single Man (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 9120, 680 Sun Valley Road, Suite 101, Ketchum, ID 83340 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Blaine County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 37-02614 WITH A CLAIMED PRIORITY OF MAY 18, 1959 TO 2.00 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-01153 WITH A CLAIMED PRIORITY OF JUNE 30, 1988 TO 2.40 CFS OF THE WATERS OF WILLOW CREEK, A TRIBUTARY OF THE BIG WOOD RIVER, AND WATER RIGHT NO. 37-14289 WITH A CLAIMED PRIORITY OF APRIL 15, 1978 TO .29 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-11638 WITH A CLAIMED PRIORITY OF MAY 15, 1910 TO .09 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-11639 WITH A CLAIMED PRIORITY OF JUNE 14, 1934 TO .04 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-11641 WITH A CLAIMED PRIORITY OF MAY 15, 1938 TO .09 CFS OF SPRING WATER, TOGETHER WITH ANY AND ALL WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The Real Property or its address is commonly known as 17859 US Highway 20, Blaine County, ID 83320.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend

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to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 1000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but

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Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve: (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any

collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Blaine County, State of Idaho.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Robert P. Dreyer and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means Robert P. Dreyer.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 28, 2007, in the original principal amount of \$75,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is November 20, 2008. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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JAN 18 2008

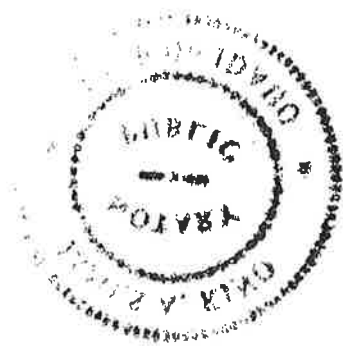


EXHIBIT "A"

SECTION 13: TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO AND SECTION 18: TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

A Parcel of land more particularly described as follows:

Beginning at the Southeast corner of said SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18 EAST, the TRUE POINT OF BEGINNING;

South 89°56'50" West 649.87 feet; thence
North 00°04'00" East 38.50 feet; thence
North 89°24'05" East 339.77 feet; thence
North 51°24'08" East 396.75 feet; thence
North 64°30'04" East 76.72 feet; thence
North 56°14'31" East 97.04 feet; thence
North 90°00'00" East 287.15 feet; thence
South 00°00'00" East 375.91 feet; thence
South 90°00'00" West 437.08 feet to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 6746

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 13: A Parcel of land more particularly described as follows:

Commencing at the Southeast corner of SECTION 13, thence South 89°57'11" West 1,316.07 feet to the TRUE POINT OF BEGINNING;

South 89°57'11" West 2,632.15 feet; thence
North 00°16'06" East 699.83 feet; thence
North 87°57'38" East 1.50 feet; thence
South 89°27'28" East 218.26 feet; thence
North 87°57'38" East 2,412.13 feet; thence
South 00°06'29" West 781.49 feet; thence

Also known as Tax Lot 6823



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AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTIONS 24 AND 25: A parcel of land located in the E $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ (24) and a parcel of land located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (25), and more particularly described as follows:

Commencing at the GLO brass cap monument marking the southwest corner of SECTION 24 and the TRUE POINT OF BEGINNING;

North 00°04'47" East 1,319.78 feet along the Section line to the South sixteenth corner marked by a 5/8" rebar; thence
North 89°44'30" East 1,315.77 feet along the sixteenth line to the Southwest sixteenth corner marked by 5/8" rebar; thence
North 00°00'07" West 1,320.95 feet along the sixteenth line to the center West sixteenth corner marked by a 5/8" rebar; thence
North 89°41'24" East 1,313.90 feet along the $\frac{1}{4}$ line to the center $\frac{1}{4}$ corner of SECTION 24; thence
South 00°04'31" East 1,322.13 feet along the $\frac{1}{4}$ line to the center South sixteenth corner marked by a $\frac{1}{4}$ " rebar; thence
South 00°05'27" East 1,322.13 feet along the $\frac{1}{4}$ line to the South $\frac{1}{4}$ corner of SECTION 24 marked by a GLO brass cap; thence
South 00°06'06" West 1,316.49 feet along the $\frac{1}{4}$ Section line to the center North sixteenth corner of SECTION 24 marked by a 5/8" rebar; thence
South 89°38'43" West 1,317.28 feet along the sixteenth line to the Northwest sixteenth corner of SECTION 25 marked by a 5/8" rebar; thence
North 00°05'06" East 1,319.88 feet along the sixteenth line to the West sixteenth corner of SECTION 25 marked by a 5/8" rebar; thence
South 89°47'35" West 1,317.64 feet along the Section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7603

SCANNED

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AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 24: A parcel of land located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and more particularly described as follows:

Commencing at the GLO brass cap monument marking the Northeast corner of SECTION 24;

South 89°53'57" West 1,316.09 feet along the Section line to the East sixteenth corner marked by a $\frac{1}{4}$ " rebar; thence

South 89°54'01" West 1,316.10 feet along the Section line to the N $\frac{1}{4}$ corner of SECTION 24 and the TRUE POINT OF BEGINNING; thence

South 00°04'59" East 1,316.50 feet along the $\frac{1}{4}$ line to the center North sixteenth corner; thence

South 89°47'43" West 1,315.00 feet along the sixteenth line to the Northwest sixteenth corner; thence

North 00°07'51" West 1,318.91 feet along the sixteenth line to the West sixteenth corner marked by a $\frac{1}{4}$ " rebar; thence

North 89°54'01" East 1,316.10 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7604

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 24: A parcel of land located within the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and more particularly described as follows:

Commencing at the GLO brass cap monument marking the southeast corner of SECTION 24 and the TRUE POINT OF BEGINNING;

North 00°07'41" West 2,625.04 feet along the Section line to the E $\frac{1}{4}$ corner of SECTION 24; thence

North 00°37'52" West 1,311.89 feet along the Section line to the North sixteenth corner marked by a $\frac{1}{4}$ " rebar; thence

South 89°47'24" West 1,321.49 feet along the sixteenth line to the NE sixteenth corner; thence

South 00°19'55" East 1,314.15 feet along the sixteenth line to the center E sixteenth corner marked by a $\frac{1}{4}$ " rebar; thence

South 89°41'19" West 1,327.52 feet along the $\frac{1}{4}$ line to the center $\frac{1}{4}$ corner of SECTION 24; thence

South 00°04'31" East 1,322.13 feet along the $\frac{1}{4}$ line to the center S sixteenth corner marked by a $\frac{1}{4}$ " rebar; thence

North 89°28'58" East 1,328.65 feet along the sixteenth line to the SE sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

South 00°06'05" East 1,317.27 feet along the sixteenth line to the E sixteenth corner marked by a $\frac{1}{4}$ " rebar; thence

North 89°16'42" East 1,329.13 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7605

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 24: A parcel of land located in the NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and more particularly described as follows:

Commencing at the GLO brass cap monument marking the northeast corner of SECTION 24 and the TRUE POINT OF BEGINNING;

South 00°34'06" East 1,311.49 feet along the Section line to the N sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
South 89°47'24" West 1,321.49 feet along the sixteenth line to the Northeast sixteenth corner; thence
South 00°19'55" East 1,314.15 feet along the sixteenth line to the center E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
North 89°41'19" West 1,327.52 feet along the $\frac{1}{4}$ line to the center $\frac{1}{4}$ corner of SECTION 24; thence
South 89°41'24" West 1,313.90 feet along the $\frac{1}{4}$ line to the center W sixteenth corner marked by a $\frac{5}{8}$ " rebar; thence
North 00°07'51" West 1,318.91 feet along the sixteenth line to the NW sixteenth corner; thence
North 89°47'43" East 1,315.00 feet along the sixteenth line to the center N sixteenth corner; thence
North 00°04'59" West 1,316.50 feet along the $\frac{1}{4}$ line to the N $\frac{1}{4}$ corner of SECTION 24; thence
North 89°54'01" East 1,316.10 feet along the section line to the E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
North 89°53'57" East 1,316.09 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7606

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 37-1153B
Date Received: 10/30/2003
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ROBERT P DREYER Phone: (208) 726-2874
PO BOX 4917
KETCHUM ID 83340

2. Date of Priority: 06/30/1888

3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
01S	18E	13	NE	SW	SE	BLAINE	
01S	18E	13	SW	SE	SW	BLAINE	

5. Description of diverting works:

Check dam with concrete box with two pumps to sprinklers and ditch to pond.
pump in creek to sprinklers

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/31	1.4	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	18E	13	SE	SW	IRRIGATION	14.5
			SW	SE	IRRIGATION	12.7
					Section Acres	27.2
01S	18E	24	NE	NE	IRRIGATION	13.1
			NW	NE	IRRIGATION	39.4
			SW	NE	IRRIGATION	13.3
			NE	NW	IRRIGATION	27.9
			SE	NW	IRRIGATION	39.8
			NE	SW	IRRIGATION	3.8
					Section Acres	137.3
					Total Acres	164.5

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.

This right is limited to the irrigation of 70 acres within the place of use described above in a single irrigation season.

Rights 37-2614, 37-14289 and 37-1153B when combined shall not exceed a total diversion rate of 3.40 cfs and the irrigation of 164.5 acres.

Rights 37-2614, 37-14289 and 37-1153B are all diverted or re-diverted through the point(s) of diversion on Willow Creek described above.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

15. Basis of Claim: Decreed

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 37-1153B
Date Received: 10/30/2003
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ROBERT P DREYER Phone: (208) 726-2874
PO BOX 4917
KETCHUM ID 83340

2. Date of Priority: 06/30/1888

3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	18E	13	NE SW SE	BLAINE	

5. Description of diverting works:

Two pumps in Willow Creek; Check Dam, Pond & Ditch in Willow Creek.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	11/01	1.4	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	18E	13	SE	SW	IRRIGATION	12.7
			SW	SE	IRRIGATION	14.5
			Section Acres		27.2	
01S	18E	24	NE	NE	IRRIGATION	13.1
			NW	NE	IRRIGATION	39.4
			SW	NE	IRRIGATION	13.3
			NE	NW	IRRIGATION	27.9
			SE	NW	IRRIGATION	39.8
			NE	SW	IRRIGATION	3.8
Section Acres		137.3				
Total Acres		164.5				

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME. SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR. 2 PUMPS IN WILLOW CR. SERVE SPRINKLERS ON 135.9 AC. CHECK DAM TO POND & DITCH SERVE 28.6 AC. UNDER GRAVITY IRRIGATION. PRESENT SYSTEM HAS BEEN IN PLACE SINCE 1978; P/U & P/D CLAIMED UNDER SEC. 42-1416 IDAHO CODE.***** OWNERSHIP CHANGE 7/24/90 BY JG.

***** OWNERSHIP CHANGE 2/6/97 BY TLB.

15. Basis of Claim: Decreed

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: A37-01153

Date Received: 10/20/1989

Receipt No: S010244

Received By: OJC FLP

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ROBERT DREYER 208-726-2874
Address: PO BOX 4917
KETCHUM ID 83340

2. Date of Priority: JUN 30, 1888

3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	18E	13	NE	SW	SE		BLAINE

5. Description of diverting works:
TWO PUMPS IN WILLOW CREEK; CHECK DAM, POND & DITCH IN WILLOW CR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	11/01	2.400		

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

8. Total consumptive use is 300.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	18E	13	SE	SW		IRR	12.7
			SW	SE		IRR	14.5

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	27.2
		24	NE	NE	IRR	13.1
			NW	NE	IRR	39.4
			SW	NE	IRR	13.3
			NE	NW	IRR	27.9
			SE	NW	IRR	39.8
			NE	SW	IRR	3.8
					Section Acres	137.3
					Total Acres	164.5

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
37-02614

14. Remarks:

RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME.
SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR.
2 PUMPS IN WILLOW CR. SERVE SPRINKLERS ON 135.9 AC. CHECK DAM TO
POND & DITCH SERVE 28.6 AC. UNDER GRAVITY IRRIGATION. PRESENT
SYSTEM HAS BEEN IN PLACE SINCE 1978; P/U & P/D CLAIMED UNDER SEC.
42-1416 IDAHO CODE.*****
OWNERSHIP CHANGE 7/24/90 BY JG.

OWNERSHIP CHANGE 2/6/97 BY TLB.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MARY J. FREDRICKSON
Decree Plaintiff

H. L. WURST
vs Decree Defendant



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

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

SEP 17 1996

DATE OF CLOSING: 8-30-96

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____ (SEE Department of Water Resources Southern Region)
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.

☐ 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: SEE ATTACHED LIST

☐ Name and Address of Former Owner/Claimant(s)(Seller): GERTRUDE L. PEET
9738 COUNTY ROAD #113
CARBONDALE, CO 81623

☐ New Owner/Claimant (Purchaser): ROBERT DREYER

☐ New Mailing Address: P.O. BOX 4917
KETCHUM, ID 83340

☐ New Telephone Number: (208) 726 - 2874

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

☐ Attach proof of ownership, describe proof attached:

(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): [Signature] Date 9/14/96

☐ Signature of Former Owner/Claimant(s): [Signature] Date 8/28/96

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: _____ By: _____

Further Action Needed:

Further Action Taken
Date: _____ By: _____

Final Review and Data-Entry
Date: 2/6/97 By: HB

Claim Numbers of Split, if any:

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

BLAINE COUNTY TITLE

RECEIVED

SEP 17 1996

Department of Water Resources
Southern Region

208 SPRUCE AVENUE NORTH
P.O. BOX 3176 - KETCHUM, IDAHO 83340
(208) 726-0700
(208) 726-8406 (FAX)
1-800-346-6879
(OUTSIDE OF IDAHO)

SCOTT E. MARY
PRESIDENT

IDAHO DEPARTMENT OF WATER RESOURCES
222 SHOSHONE STREET EAST
TWIN FALLS, ID 83301-6105

September 16, 1996

RE: Escrow No. 96007626 PEET/DREYER

Dear SIRS

With regards to the above described real estate transaction, please find enclosed the following:

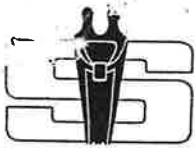
____ Title Commitment
____ Closing Statement
____ Deed of Trust - Instrument No. _____
____ Note
XX Warranty Deed - Instrument No. 394343
XX Quitclaim Deed - Instrument No. 394345
____ Escrow Instructions
____ Tax Notice
____ Insurance Binder
____ Lender's Documents
____ Cover Letter(s) - Copy
____ Owner's Policy No. _____
____ Mortgagee's Policy No. _____
____ Endorsements _____
____ Lot Book Report
____ Lien Affidavit
XX Other: CHANGE OD WATER RIGHT OWNERSHIP FORM
____ Other: _____
____ Check # _____ in the amount of \$ _____
____ Representing: _____

If you should have any questions, please do not hesitate to contact the undersigned.

Sincerely,

BLAINE COUNTY TITLE ASSOCIATES

SCOTT E. MARY
PRESIDENT



1S 18E SEC 12 lot 2 block 2,3
SEC 24 lot 1 block 1.3.4
SEC 25 lot 1 block 4
1S 19E SEC 18 lot 8 block 3

Order No. 95007626
This form furnished by
Blaine County Title Associates

4

QUITCLAIM DEED

THIS INDENTURE, Made this 26th day of August

in the year of our Lord one thousand nine hundred and ninety six
GERTRUDE L. PEET, an unmarried woman

between

as Grantor and

ROBERT P. DREYER, ~~an unmarried man~~ a married man as his sole separate property
as Grantee

whose current address is P.O. BOX 4917, KETCHUM, ID 83340

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.

BLAINE CO. REQUEST

OF BLAINE COUNTY TITLE

1996 SEP 12 A 11:16

394345

MARY GREEN, CLERK

FEES \$9.00 MPP

Deed

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

Gertrude L. Peet
GERTRUDE L. PEET

State of Colorado

ss.

County of Pitkin

On this 28 day of August, 1996, before me, the undersigned, a Notary Public, in and for said State, personally appeared GERTRUDE L. PEET

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

2 J Todd
Notary Public

Residing at: 3987 Brush Creek Rd Snowmass Village CO 81615

Commission Expires: 2/22/99

EXHIBIT 'A'**Appurtenant Water Rights**

Att. No. A37-02614 *Jan*

No. A37-01153 *i*

No. A37-14289 *L*

Att. No. A37-11638 *DIS*

Att. No. A37-11639 *O*

Att. No. A37-11641 */* *II*

SCHEDULE A

Order Number: 96007626

LEGAL DESCRIPTION

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 25: NE1/4NW1/4

SECTION 24: S1/2SW1/4; NE1/4SW1/4; E1/2NW1/4; SW1/4NE1/4; N1/2NE1/4

SECTION 13: All that portion of the SE1/4SW1/4 and the SW1/4SE1/4 lying South of Idaho State Highway Number 20, as shown in that certain Record of Survey recorded July 9, 1991 as Instrument No. 331551, records of Blaine County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of Section 13, thence S. 89° 57' 11" W, 1316.07 feet to THE TRUE POINT OF BEGINNING;
thence S. 89° 57' 11" W, 2632.15 feet;
thence N. 0° 16' 06" E, 699.83 feet;
thence N. 87° 57' 38" E, 1.50 feet;
thence S. 89° 27' 28" E, 218.26 feet;
thence N. 87° 57' 38" E, 2412.13 feet;
thence S. 00° 06' 29" W, 781.49 feet to THE TRUE POINT OF BEGINNING.

SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18 EAST and SECTION 18, TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

BEGINNING at the southeast corner of said Section 13, Township 1 South, Range 18 East, THE POINT OF BEGINNING;
thence S. 89° 56' 50" W, 649.87 feet;
thence N. 0° 04' 00" E, 38.50 feet;
thence N. 89° 24' 05" E, 339.77 feet;
thence N. 51° 24' 08" E, 396.75 feet;
thence N. 64° 30' 04" E, 76.72 feet;
thence N. 56° 14' 31" E, 97.04 feet;
thence N. 90° 00' 00" E, 287.15 feet;
thence S. 0° 00' 00" E, 375.91 feet;
thence S. 90° 00' 00" W, 437.08 feet to the TRUE POINT OF BEGINNING.

Note: The street address is purported to be 17859 U.S. Highway 20, Blaine County, Idaho 83313



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

FEB 12, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ROBERT DREYER
PO BOX 4917
KETCHUM ID 83340

RE: SRBA CLAIM(S): A37-01153, A37-02614, A37-11638, A37-11639,
A37-11639, A37-11641, & A37-14289
PEET

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S), WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. **THESE COPIES ARE FOR YOUR RECORDS.** PLEASE REVIEW THESE RECORDS FOR ACCURACY.

ALSO, JOHN ROSHOLT IS THE ATTORNEY ON RECORD FOR THESE CLAIMS. WOULD YOU LIKE TO KEEP HIM ON RECORD, CHANGE ATTORNEYS, OR HAVE NO REPRESENTATION? I AM ENCLOSING A CHANGE OF ATTORNEY FORM.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/tlb
ENCLOSURES

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: A37-01153
Date Received: 10/20/1989
Receipt No: S010244
Received By: J. E. Stanton

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: GERTRUDE L. PEET
Address: 17859 U.S. HWY. 20
BELLEVUE ID

83313

2. Date of Priority: JUN 30, 1888

3. Source: WILLOW CREEK

Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	18E	13	NE	SW	SE		BLAINE

5. Description of diverting works:

TWO PUMPS IN WILLOW CREEK; CHECK DAM, POND & DITCH IN WILLOW CR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	11/01	2.400		

7. Total Quantity Appropriated is:

2.400 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

300.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	18E	13	SE	SW		IRR	12.7
			SW	SE		IRR	14.5

COPY

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	27.2
		24	NE	NE	IRR	13.1
			NW	NE	IRR	39.4
			SW	NE	IRR	13.3
			NE	NW	IRR	27.9
			SE	NW	IRR	39.8
			NE	SW	IRR	3.8
					Section Acres	137.3
					Total Acres	164.5

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
37-02614

14. Remarks:

RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME.
SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR.
2 PUMPS IN WILLOW CR. SERVE SPRINKLERS ON 135.9 AC. CHECK DAM TO
POND & DITCH SERVE 28.6 AC. UNDER GRAVITY IRRIGATION. PRESENT
SYSTEM HAS BEEN IN PLACE SINCE 1978; P/U & P/D CLAIMED UNDER SEC.
42-1416 IDAHO CODE.*****
OWNERSHIP CHANGE 7/24/90 BY JG.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MARY J. FREDRICKSON
Decree Plaintiff

H. L. WURST
vs Decree Defendant

COPY

MICROFILMED

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):

Guthrie J. Hunt

Date:

10/21/92

Date:

State of Idaho)

County of

Twin Falls

) SS.

Subscribed and sworn (or affirmed) before me this 21st day

of

Oct

19

92

Kelly K. Christensen
Notary Public

Seal

Residing at

Kimberly Rd

My Commission Expires

3-2-98



COPY

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: A37-01153

Date Received: 10/20/1989

Receipt No: S010244

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GERTRUDE L. PEET
Address: 17859 U.S. HWY. 20
BELLEVUE, ID

83313

2. Date of Priority: JUN 30, 1888

3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	18E	13		NW	SW		BLAINE

5. Description of diverting works:
CLOUD #74 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	11/01	2.400		

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

8. Total consumptive use is 300.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	18E	13	NE	SW		IRR	40.0
			SE	SW		IRR	40.0
			SW	SE		IRR	40.0

Section Acres 120.0

A37-01153

Page 1

Date: 07/25/90

MICROFILMED

FEB 23 1993

10. Place of Use: Continued

Total Acres 120.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-02386A, 04160

14. Remarks:

RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME.
SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR.
P/D GIVEN AS SENE S13; PRESENT P/D DESCRIBED BY WATERMASTER.
SUPERCEEDS 37-0389 (KORENKO & PUGEL RT. IS FROST DECREE).
GROUNDWATER ALSO ON PROPERTY.

OWNERSHIP CHANGE 7/24/90 BY JG.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

MARY J. FREDRICKSON
Decree Plaintiff

vs

H. L. WURST
Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

25-Jul-1990 09:51

Gertrude L. Peet
17859 U.S. Hwy. 20
Bellevue, ID 83313

Re: Adjudication Water Right No. A37-01153

Dear Ms. Peet:

The Department has changed the record of the current owner as you requested on the above listed adjudication water right. Please find enclosed a copy of the computer record of the claim noting the change in claimant. Please review the record and if you have any corrections, please contact me at this office.

Sincerely,

Judy Givens
Adjudication Secretary

Encl:

MICROFILMED

FEB 23 1993

CHANGE IN OWNERSHIP

Page 1

This form is solely for purposes of notifying IDWR of a change in ownership of an adjudication claim.

[] Water Right Number(s): A37-01153

[] Name and Address of
Former Claimant(s): Dee Walker

P.O. Box 525

Bellevue, ID 83313

[] New Claimant(s): Gertrude L. Peet

[] New Mailing Address: 17859 U.S. Hwy. 20

Bellevue, ID

83313

New Telephone Number: () -

- [] Does the change in ownership result in a splitting of the water right claimed? X yes no
If yes, then describe the portion of the water right that is now claimed by the new owner:

10/ acres @ 3.2 cfs 6 days out of every 12 days, P/U & P/D to be
changed via water transfer.

- [] Attach proof of ownership
Describe proof attached: _____
(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 claimant.)

[] Signature of New Claimant(s): _____

Date: _____

CHANGE IN OWNERSHIP

Page 2

[] Signature of Former Claimant(s):

[Signature] 7-20-90

Date:

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: *7/24/90* By: *1C*

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: *7/24/90* By: *1C*

Claim Numbers of Split, if any:

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: A37-01153
Date Received: 10/13/1988
Receipt No: 5010244
Received By: lw

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DEE A. WALKER 208-788-9457
Address: 17859 US HWY 20
BELLEVUE, ID 83313
AND/OR
Name: C. JOAN WALKER 208-788-9457
Address: 17859 US HWY 20
BELLEVUE, ID 83313
2. Date of Priority: JUN 30, 1888
3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER
4. Point of Diversion:
Township Range Section 1/4 of 1/4 of 1/4 Lot County
01S 18E 13 NW SW BLAINE
5. Description of diverting works:
CLOUD #74 HEADGATE
6. Water is used for the following purposes:
Purpose From To C.F.S. (or) A.F.A.
IRRIGATION 04/15 11/01 2.400
7. Total Quantity Appropriated is:
2.400 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 300.0 Acre Feet Per Annum.
9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	18E	13	NE	SW	IRR	40.0
			SE	SW	IRR	40.0
			SW	SE	IRR	40.0
Section Acres						120.0
Total Acres						120.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-02386A, 04160

14. Remarks:

RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME.
SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR.
P/D GIVEN AS SENE S13; PRESENT P/D DESCRIBED BY WATERMASTER.
SUPERCEEDS 37-0389 (KORENKO & PUGEL RT. IS FROST DECREE).
GROUNDWATER ALSO ON PROPERTY.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

MARY J. FREDRICKSON
Decree Plaintiff

vs

H. L. WURST
Decree Defendant

16. Signature(s)

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

Number of attachments: _____

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): *[Signature]* Date: 10/19/89

Date: _____

State of Idaho)
County of TF) SS.

Subscribed and sworn (or affirmed) before me this 19 day th
of Oct 19 89 Lon White
Notary Public

Seal

Residing at TF
My Commission Expires 5/94

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT
(REGIONAL)

10/17/89 16:37:18
Page 1

Water Right Number - 37-01153 Adj. Flag Translation: Standard Water Right Number Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - Address - - - - -

*** C - CURRENT OWNER ***
WURST H. L. 1 -
2 -
3 -
City- State- Zip-
Phone -

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
06/30/1888 17 D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
WILLOW CREEK BIG WOOD RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

01S 18E 13 NW SW (13) BLAINE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 04/15 2.400

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
2.400

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

01S 18E 13 NE SW 40 01 IRRIGATION (13) BLAINE
01S 18E 13 SE SW 40 01 IRRIGATION (13) BLAINE
01S 18E 13 SW SE 40 01 IRRIGATION (13) BLAINE

Total Acres:

+ - - Diversion Means - CLOUD #74 HEADGATE

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME.
SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR.
P/D GIVEN AS SENE S13; PRESENT P/D DESCRIBED BY WATERMASTER.
SUPERCEEDS 37-0389 (KORENKO & PUGEL RT. IS FROST DECREE).

FEB 23 1990

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT
(REGIONAL)

Water right number - 37-01153

Adj. flag translation: Standard Water Right Number

+ - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +
MARY J. FREDRICKSON

+ - - - - Decree Defendant - - - +
H. L. WURST

+ - Decree Date - +
05/20/1942

+ - - Audit Fields -

+ - - - - Water Rights Dates and Flags Area - - - - -

Proof Due Date - 00/00/0000
Approved/Denied - 00/00/0000
Proof Made Date - 00/00/0000
Start Work Date - 00/00/0000
Order Show Cause - 00/00/0000
Licensed Date - 00/00/0000
Decree Date - 05/20/1942

Field Exam Made - 00/00/0000
Protested Date - 00/00/0000
Hearing Date - 00/00/0000
Verified Date - 07/01/1985
Receipt Number -
Appl Received - 00/00/0000

Field Exam Fee -
Swan Falls -
Temporary Right - P
DLE/Carey Act -
Water District - 37
Transfer/Amended -

FILED
MAY 19 1990
IDAHO DEPARTMENT OF WATER RESOURCES

5/88

Date Received 10/19/89

OCT 30 1989

State of Idaho
Department of Water ResourcesDepartment of Water Resources
Southern Region OfficeREQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request that the claimant be granted an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Delia J. [Signature]
Name of Claimant

17269 45 Hwy 20
Post Office Address

Bellevue Id 83313
City, State, Zip Code

Blaine
County(s) where Place of Use is located

Oct. 1988
Date Claim Originally Due

RECEIVED

OCT 24 1989

Department of Water Resources

Identify water right(s) for which extension is requested

State reason(s) why an extension of time is requested:

Medical - Power Pole fell on me
and I spent 9 mo. in Hospital and when
Chairman heard thought that I had paid fees. *thank you*

Claimant requests an extension to 10-19, 1989.

As per phone conv. 10/20/89 with
Dave Shaw this ext. to be granted,
ADM.

[Signature]
Signature

[Signature]
Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby

X granted denied,
and the filing deadline extended to 10/19, 1989.

Signed this 25 day of October, 1989.

[Signature]
Director or his designated Agent
DAVID B. SHAW

MICROFILMED

FEB 1993

ROSHOLT, ROBERTSON, TOLMAN & TUCKER

Chartered

ATTORNEYS AT LAW

142 3rd AVENUE NORTH

P.O. BOX 1906

TWIN FALLS, IDAHO 83303-1906

TELEPHONE (208) 734-0700

FAX (208) 736-0041

JOHN A. ROSHOLT
J. EVAN ROBERTSON
STEVEN K. TOLMAN
JAMES C. TUCKER
TERRY R. McDANIEL
GARY D. SLETTE
JERRY JENSEN
F. BRUCE COVINGTON
BRUCE M. SMITH
G. RICHARD BEVAN
GARY L. QUIGLEY
JUSTIN R. SEAMONS
JOHN O. FITZGERALD

Boise Office
1020 MAIN ST., SUITE 400
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6034

January 25, 1991

JAR 01-25-91
your review &
signature please.
H

Ms. Judy Givens, SRBA Monitor
Idaho Department of Water Resources
Twin Falls Office -- Southern Region
222 Shoshone Street E.
Twin Falls ID 83301

RE: Change in Ownership of Notice of Claim for
Gertrude L. Peet

Dear Judy:

Please find enclosed a copy of the IDWR CHANGE IN OWNERSHIP OF NOTICE OF CLAIM to transfer the ownership from Dee A. and C. Joan Walker to Gertrude L. Peet.

Please note that SRBA A37-02614 is subject to an application for transfer of water right filed by the seller, Dee Walker, July 20, 1990.

Further, please note that the deed for the subject property and the water rights appurtenant shows the following water rights whose status needs to be described more completely:

1. 37-01153 -- this water right has been claimed in the SRBA in the name of Gertrude L. Peet prior to the filing of the enclosed change in ownership.
2. 37-07872 -- this permit is the subject of an assignment from Devon "Dee" Walker to Gertrude L. Peet and has had an extension of time in which to submit proof of beneficial use extending to June 1, 1992.

I enclose a copy of the Deed conveying the property to Gertrude L. Peet and the Exhibit A that provides the legal description of the subject property in the Deed recital. A copy of the Limited Power of Attorney is also enclosed. Please

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FEB 23 1993

Ms. Judy Givens, SRBA Monitor
Idaho Department of Water Resources
January 25, 1991
Page - 2

contact me if I have overlooked anything or if you have questions regarding these water rights.

Thank you in advance for your usual courtesy.

Best wishes.

Very truly yours,



FRANCIS G. HITCHCOCK
LEGAL ASSISTANT

FGH/dcb
85191

Enclosures

MICROFILMED
FEB 23 1993

No. 22-9683

EXHIBIT "A"

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY,
IDAHO

SECTION 25: NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 24: S $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 13: All that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying
South of Idaho State Highway Number 20.

SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18 EAST, and SECTION 18, TOWNSHIP 1
SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

Beginning at the southeast corner of said Section 13, T 1S., R 18 E.,
the Point of Beginning;

thence S. 89°56'50" W, 649.87 feet;

thence N. 0°04'00" E, 38.50 feet;

thence N. 89°24'05" E, 339.77 feet;

thence N. 51°24'08" E, 396.75 feet;

thence N. 64°30'04" E, 76.72 feet;

thence N. 56°14'31" E, 97.04 feet;

thence N. 90°00'00" E, 287.15 feet;

thence S. 0°00'00" E, 375.91 feet;

thence S. 90°00'00" W, 437.08 feet to the True Point of Beginning.

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FEB 23 1993

SD-33

Last Name: PEET

STATE

S	O						
E	W	Water	Priority		Total	Use	
L	N	Right No.	Date	Source	Diversion	Code	Desc

PEET							
GERTRUDE L.	C	A37-01153	06/30/1888	WILLOW CREE	2.400	01	IRR

(Enter=Continue)

(GOLD7=This Query)

(MENU _____)

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FEB 23 1993

SD-36 TOWNSHIP: 01S		RANGE: 18E		SECTION: 13		TRACT:		LOT:	
S	L		NAME	O	S	MAX # RECORDS			23
E	Q	WATER		W	T	PRIORITY	USE		
L	TRACT	T	RIGHT NO.	N	AC	G	DATE	CODE	DESC
---	---	---	---	---	---	---	---	---	---
---	SENW		A37-02538	GOMES, FRANK	O	40	L	06/20/1953	01 IRR
---	NESW		A37-04160	STUART, JR., E. HADLEY	C				
---				WURST, JOE	O	8	S	04/01/1956	01 IRR
---				WALKER, DEE A.	C				04 STOCK
---	NESW		A37-04160	WALKER, C. JOAN	C				
---				WURST, JOE	O		S	04/01/1956	01 IRR
---				WALKER, DEE A.	C				04 STOCK
---	NESW		A37-01153	WALKER, C. JOAN	C				
---				PEET, GERTRUDE L.	C	40	D	06/30/1888	01 IRR
---				WALKER, DEE A.	O				
---				WALKER, C. JOAN	O				
---	NWSW		A37-00305	FREDRICKSON, EDITH E.	C	23	D	06/30/1888	01 IRR
---				FREDRICKSON, RUTH	C				04 STOCK
---	NWSW		A37-01154	FREDRICKSON, EDITH	C	23	D	06/30/1888	01 IRR
---				FREDRICKSON, RUTH	C				04 STOCK
---	SWSW		A37-00305	FREDRICKSON, EDITH E.	C	25	D	06/30/1888	01 IRR

(ENTER=CONTINUE)

(GOLD 7=THIS QUERY)

(MENU _____)

MICROFILMED

FEB 23 1993

SD-36		TOWNSHIP: 01S		RANGE: 18E		SECTION: 13		TRACT:		LOT:	
S	L			STATE	NAME	O	S	MAX #	RECORDS	23	
E	O	WATER			NAME	W	T	PRIORITY	USE		
L	TRACT	T	RIGHT NO.	LAST, FIRST	N	AC	G	DATE	CODE	DESC	
NWSE			A37-02505	PEARSON, JOYCE W.	C	35	L	06/09/1949			
SWSE			A37-01153	PEET, GERTRUDE L.	C	40	D	06/30/1888	01	IRR	
				WALKER, DEE A.	O						
				WALKER, C. JOAN	O						
SESE			A37-02546A	IVIE, JOE H.	C	18	L	09/28/1953	01	IRR	
				IVIE, NADINE	C				43	DOMEST	
				FARNWORTH, WILBUR E.	C						
				FARNWORTH, LOIS	C						
SESE			A37-02546A	IVIE, JOE H.	C		L	09/28/1953	01	IRR	
				IVIE, NADINE	C				43	DOMEST	
				FARNWORTH, WILBUR E.	C						
				FARNWORTH, LOIS	C						
SESE			A37-02546B	GRAY, WINTON S.	O	6	L	09/28/1953	01	IRR	
				PEARSON, JOYCE W.	C						
				PEARSON, JOYCE W.	C						

(ENTER=CONTINUE)

(GOLD 7=THIS QUERY)

(MENU _____)

MICROFILMED

FEB 23 1993

DEED

FOR VALUE RECEIVED,

ST. FINNBAR LAND COMPANY, a Colorado corporation

CO

a corporation duly organized and existing under the laws of the State of ~~Idaho~~, grantor, does hereby Grant,
Bargain, Sell and Convey unto GERTRUDE L. PEET, an unmarried woman,

grantee whose current address is 3200-100 Road, Carbondale, CO 81623

the following described real estate, to-wit:

See Attached Exhibit A

And

All water and ditch rights appurtenant to or used in connection with the described real property, including, without limiting the generality of the foregoing:

Water Right Number	Priority Date	Status
37-01153 (formerly 37-0389) But only 70 inches therefrom	June 30, 1888	Decreed
37-02614	May 18, 1959	License
37-07872	January 7, 1981	Permit
A37-11638	May 15, 1910	Beneficial Use
A37-11639	June 14, 1934	Beneficial Use
A37-11641	May 15, 1938	Beneficial Use

Grantor herein has served merely as a conduit of the title to the herein described property, and has never examined or inspected said property and has no knowledge as to said property, and has therefore made no representations or warranties expressed or implied, as to said property or the title, condition, use, operation or zoning thereof, and Grantor shall have no personal liability for any of the covenants, agreements, terms and provisions of the within deed beyond its interest in the herein described property as a conduit of title, and Grantee herein agrees to look solely to the Grantor in the deed recorded concurrently herewith for satisfaction of any covenants, agreements, terms and provisions of this deed.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee her heirs and assigns forever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this day of November, 1989.

ST. FINNBAR LAND COMPANY,

By

Morton A. Heller

Vice- PRESIDENT.

ATTEST:

William K. Guest

ASSISTANT SECRETARY.

Colorado
STATE OF ~~Idaho~~, County of Pitkin
On this 17th day of November, 1989,
before me, a Notary Public in and for said State, personally appeared Morton A. Heller and
William K. Guest, known to me to
be the Vice President and Asst. Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

STATE OF IDAHO, COUNTY OF

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

at minutes past 12 o'clock M.,
this day of FEB 23 1990
19, in my office, and duly recorded in Book
of Deeds at Page

No. 22-9683

EXHIBIT "A"

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY,
IDAHO

SECTION 25: NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 24: S $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 13: All that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying
South of Idaho State Highway Number 20.

SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18 EAST, and SECTION 18, TOWNSHIP 1
SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

Beginning at the southeast corner of said Section 13, T 1S., R 18 E.,
the Point of Beginning;

thence S. 89°56'50" W, 649.87 feet;

thence N. 0°04'00" E, 38.50 feet;

thence N. 89°24'05" E, 339.77 feet;

thence N. 51°24'08" E, 396.75 feet;

thence N. 64°30'04" E, 76.72 feet;

thence N. 56°14'31" E, 97.04 feet;

thence N. 90°00'00" E, 287.15 feet;

thence S. 0°00'00" E, 375.91 feet;

thence S. 90°00'00" W, 437.08 feet to the True Point of Beginning.

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FEB 23 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 3758APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Dee Walker Phone 788-5420
Post Office address P.O. Box 525, Bellevue, ID 83313

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Bring record up to date regarding actual water use.
Also to split right to prepare for partial property sale.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>37-01153A</u>	<u>6-30-1888</u>	<u>3.2*</u>	<u>Irrig</u>	<u>4-15</u> to <u>10-1</u>
<u>37-01153B</u>	<u>"</u>	<u>3.2*</u>	<u>"</u>	<u>"</u> to <u>"</u>
<u>A37-01153A</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u> to <u>"</u>
<u>A37-01153B</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u> to <u>"</u>

2. Total amount of water being transferred 3.2 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Willow Creek tributary to Big Wood R.
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	<u>NE</u>	<u>NW</u>	<u>SE</u>	<u>13</u>	<u>1S</u>	<u>18E</u>	<u>Blaine</u>	<u>Part A diversion, Headgate ditch.</u>
	<u>NE</u>	<u>SW</u>	<u>SE</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>Part B diversion, Pump, pipeline to pivots</u>

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
A) <u>1S</u>	<u>18E</u>	<u>13</u>									<u>10</u>			<u>9.0</u>		<u>8.5</u>	<u>5.5</u>		<u>19.0</u>
B) <u>1S</u>	<u>18E</u>	<u>13</u>															<u>3.0</u>		<u>3.0</u>
		<u>24</u>	<u>7</u>	<u>36</u>	<u>12</u>		<u>7</u>			<u>35</u>	<u>1</u>								<u>98.0</u>

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FEB 23 1993

Total acres 120

PART 1

General Information:

1. Description of diversion system Existing headgate & ditch to gravity irrigation of upper field, which we will still own. Existing pump & pipeline to 2 small ~~fields~~ pivots south of Hwy. 20
2. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? Yes No No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
3. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Land will not be farmed or will be irrigated with groundwater. Total number of irrigated acres will not increase thru transfer process.
4. Remarks:
The two systems have been in their present configuration since 1978.
* After transfer, Part A will have water 3 days of every 12, & Part B will have water 6 days of every 12. Gertrude L. Peet will own Part B.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

MICROFILMED
FEB 23 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 37-01153 Decreed to H.L. Wurst
in case of Mary J. Fredrickson vs. H.L. Wurst
dated 5-20-1942 in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice Stream ☐ Warranty Deed ☐ Other _____

3. Source of water unnamed Spring Creek tributary to Willow Creek

4. Date or priority 6-30-1888

5. Water is used for the following purpose: *Diversion rate available for 9 days out of every 12 days

amount *3.2 cfs for Irrig. purposes from 4-15 to 10-1
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.2 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion: *P/D is described by watermaster. &

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		~~SE~~	~~NE~~	13	15	18E	Bkline	Cloud #74 Headgate
		~~NW~~	SW					

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
15	18E	13									X			X			X		120

Total acres 120
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FEB 23 1993

9. Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

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FEB 23 1993

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. A37-01153 on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Willow Creek tributary to Big Wood R.

4. Date or priority 6-30-1888

5. Water is used for the following purpose: * Diversion rate available for 9 days out of every 12 days

amount * 3.2 cfs for Irrig. purposes from 4-15 to 11-1
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.2 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		~~SE~~	~~NE~~	13	15	18E	Blaine	Cloud #74 Headgate
		NW	SW					

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
15	18E	13									40			40			40		120

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FEB 23 1993

Total acres 120

9. Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

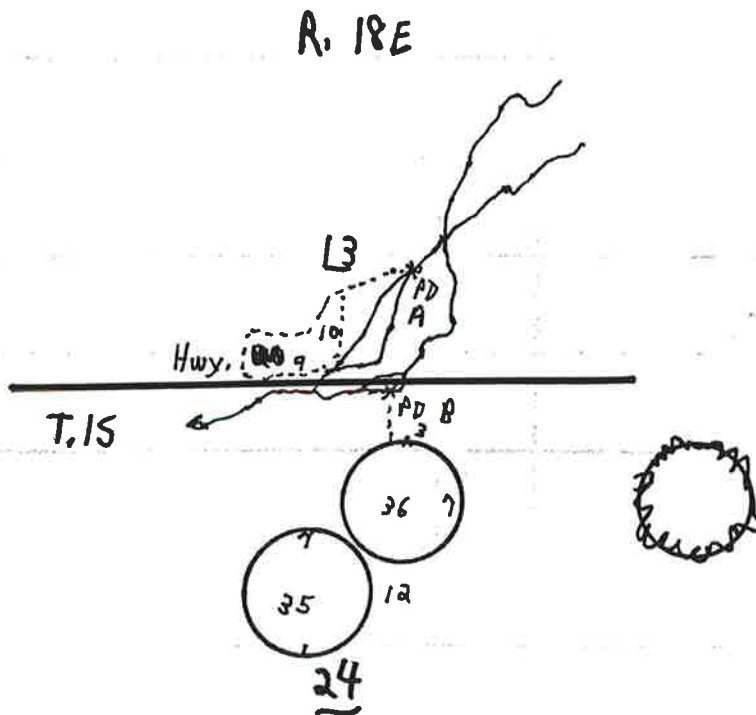
Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

1 MICROFILMED
 FEB 23 1993

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



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FEB 23 1993

PART 3**B. CHANGES IN NATURE OF USE**

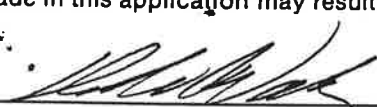
1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



(Signature of Applicant)

Subscribed and sworn to before me this 20th day of July, 19 90.

(Notary Public)

My commission expires 10/16/1992**FOR DEPARTMENT USE ONLY**Transfer contains 8 pages and 0 attachmentsReceived by J.F. Stanton Date 7-20-90

Protest filed by _____

Prelim. check by DBJ Fee \$50.00 5012506Receipted by J.F. Stanton Date 7-20-90Published in Wood River Journal

Copies of protest forwarded by _____

Pub. dates 10/3 & 10/10/90

Hearing held by _____ Date _____

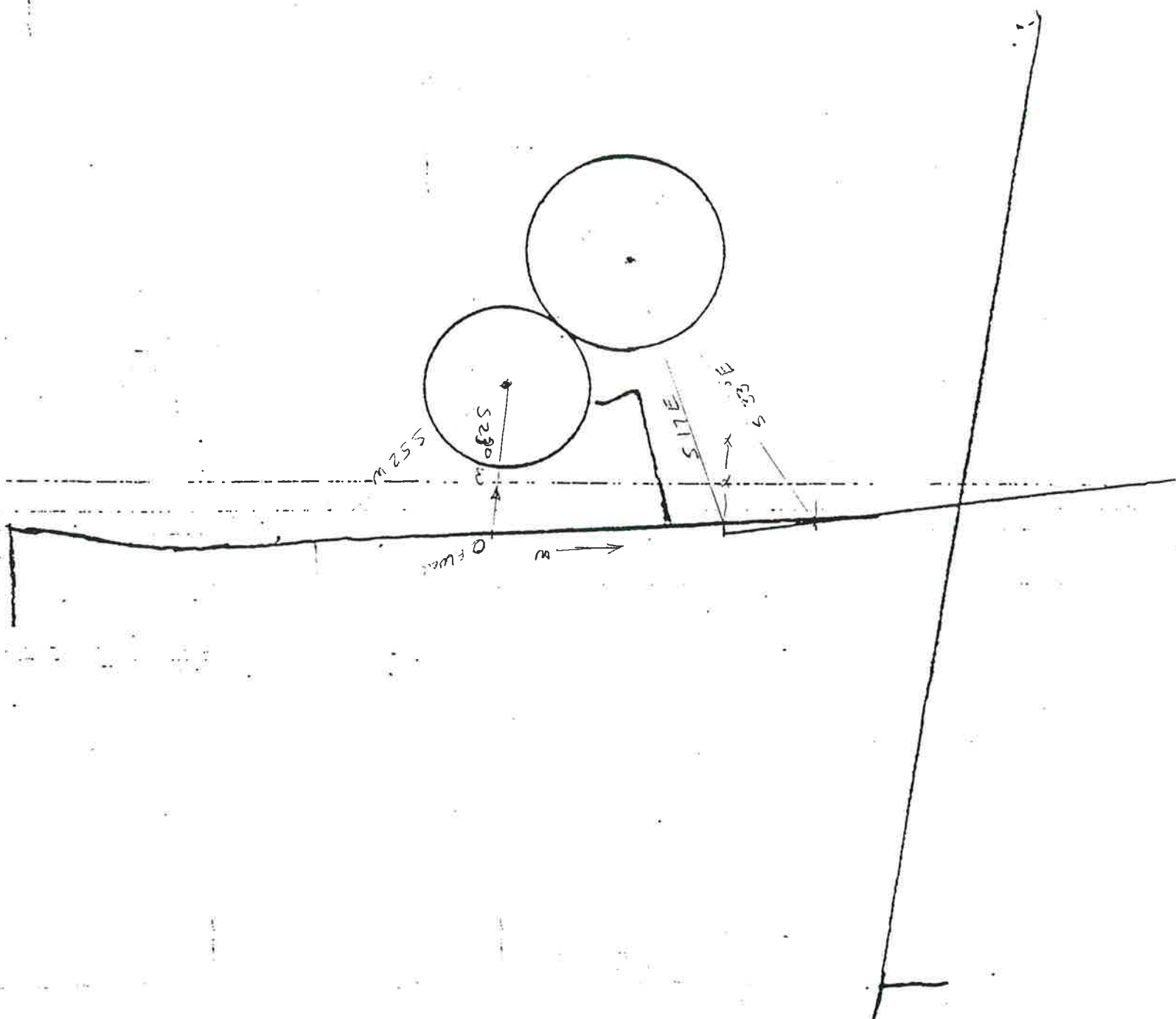
Watermaster recommendation requested on 9/21/90Recommended for ☐ approval ☐ denial_____ rec'd. 9/28/90

by _____

Copy of transfer sent to lien holder _____

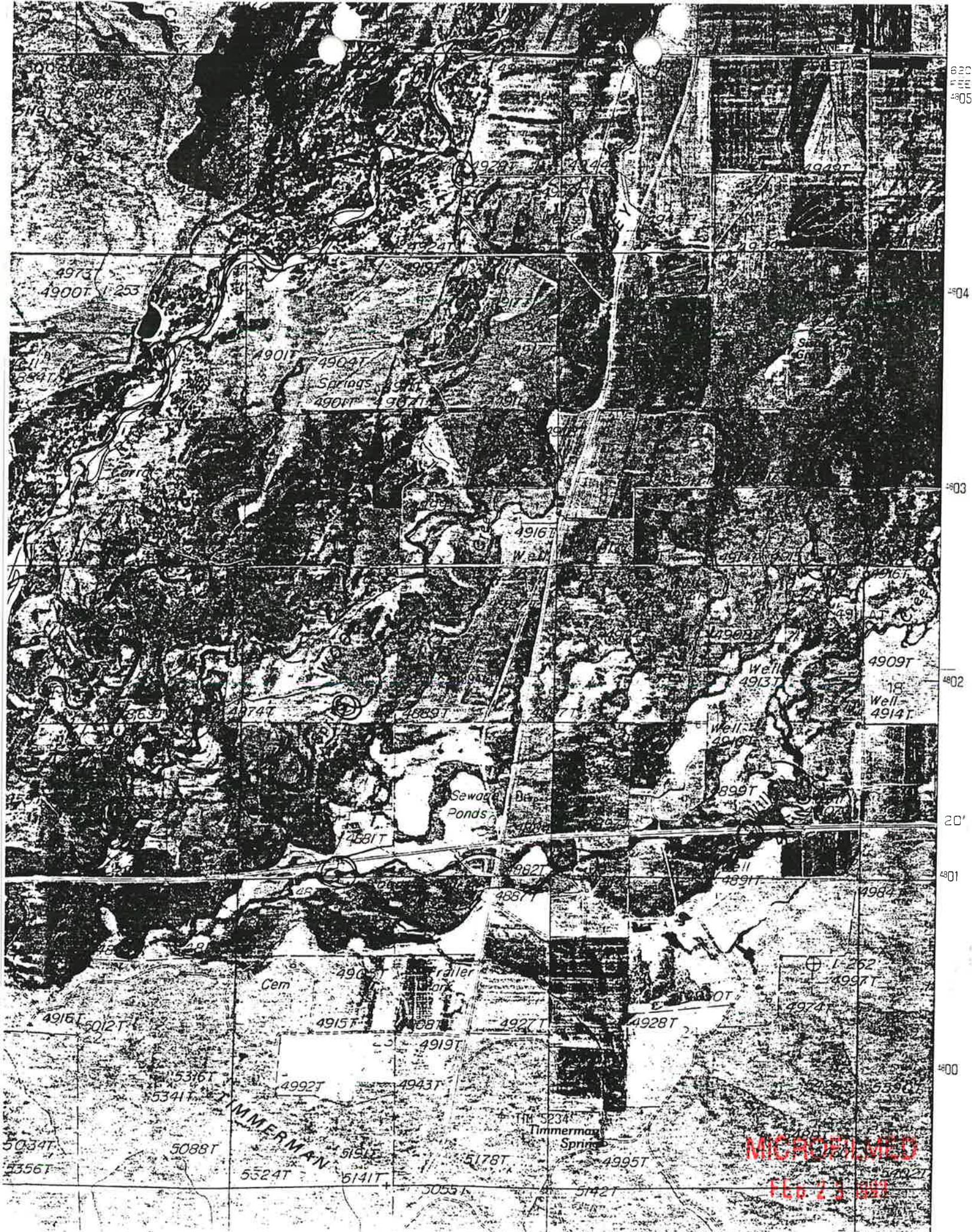
MICROFILMED**FEB 23 1993**

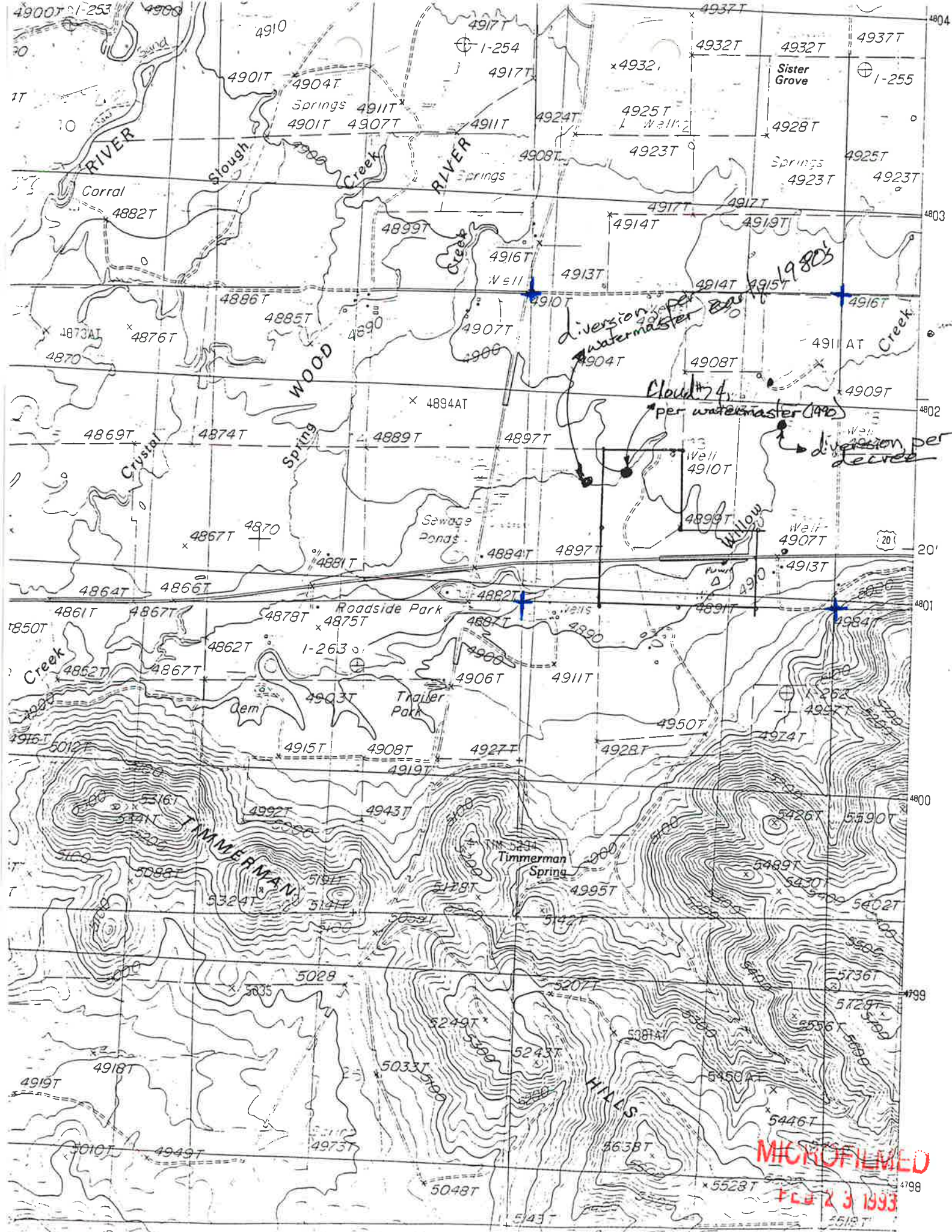
7-3758



MICROFILMED

نور محمد علی





MICROFILMED
FEB 23 1993

SCHEDULE A

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE	5 PREMIUM AMOUNT
22-9633	13 0214 93 000681	11-22-89 04:05PM	\$ 420,000.00	\$ 1,335.00

1. Name of Insured:

GERTRUDE L. PEET

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

GERTRUDE L. PEET, an unmarried woman, as her sole and separate property

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

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

SEE EXHIBIT A

SCHEDULE A

Owners Form
Reorder Form No. 3089 (Rev. 1/89)

MAY 16 '91 14:10

This Policy valid only if Schedule B is attached.

MICROFILMED

FEB 23 1993

AGENTS COPY
208 PAGE.002

T# 3758

37-1153A 12-01-93

SCHEDULE B

Policy Number: 13 0214 91 000681

Owners

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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. Proceedings 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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. Property taxes, including any assessments collected with taxes, levied for the year 1989, which are paid in full.

2. An easement for the purpose shown below and rights incidental thereof as set forth in a Power Line Easement

Granted to:	IDAHO POWER COMPANY
Purpose:	Power line easement
Recorded:	January 4, 1960
Book No.:	171 of deeds
Page No.:	455, records of Blaine County, Idaho
Affects:	SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 13, Township 1 South, Range 18 East, Boise Meridian

MICROFILMED
FEB 23 1993

SCHEDULE B (STANDARD COVERAGE)
Owners Form - 1987
Reorder Form No. 9128 (Rev. 2/89)

Schedule B of this Policy consists of 1 pages.

MAY 16 '91 14:10

AGENT'S COPY
208 PAGE.003
T #3758
37-01153A 37-01153B



BCT #19903085

This form furnished by
Blaine County Title, Inc.

WARRANTY DEED

For Value Received DEVON WALKER AND JOAN WALKER, HUSBAND AND WIFE.

the Grantor hereby grants, bargains, sells, conveys and warrants unto ELLYNN SUE RAGONE, AN UNMARRIED WOMAN.

the Grantee whose current address is: P.O. BOX 5685, KETCHUM, ID 83340

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Including and all Water Rights appurtenant to said property, specifically all of State of Idaho Department of Water Right License 37-01153 (40 inches) and 37-4160.

RECEIVED

APR 30 1991

Department of Water Resources
Southern Region Office

BLAINE CO. REQUEST
BLAINE COUNTY TITLE
322898
90 AUG 20 PM 4 42
MARY CIEFF, CLERK
Fees \$9.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 08, 1990

DEVON WALKER

JOAN WALKER

STATE OF IDAHO, COUNTY OF Blaine
On this 8th day of August, 1990,
before me, a Notary Public in and for said State, personally appeared

DEVON WALKER

Identified to me on the basis of satisfactory evidence or known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he is the person whose name is subscribed to the same.

Notary Public
Building at Halley,
Comm. Expires 7-8-91STATE OF IDAHO, COUNTY OF
I HEREBY CERTIFY that this instrument was filed for record in the
register of

on this day of 19 in my office and duly recorded in Book of Mortgage at page

Ex-Office Recorder

By

Fees \$
Mail \$MICROFILMED
FEB 1991

EXHIBIT A

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY,
IDAHO

SECTION 25: NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 24: S $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 13: All that
portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying South of Idaho State
Highway Number 20.

SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18 EAST, and SECTION 18,
TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY,
IDAHO.

Beginning at the southeast corner of said Section 13, T 1S., R 18
E., the Point of Beginning;

thence S. 89°56'50" W, 649.87 feet;

thence N. 0°04'00" E, 38.50 feet;

thence N. 89°24'05" E, 339.77 feet;

thence N. 51°24'08" E, 396.75 feet;

thence N. 64°30'04" E, 76.72 feet;

thence N. 56°14'31" E, 97.04 feet;

thence N. 90°00'00" E, 287.15 feet;

thence S. 0°00'00" E, 375.91 feet;

thence S. 90°00'00" W, 437.08 feet to the True Point of Beginning.

MICROFILMED

FEB 23 1993

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Kneeland, Korb & Collier
P.O. Box 249
Ketchum, Idaho 83340
(208) 726-9311

(Space above line for Recorder's use)

GRANT OF WATER RIGHT

This Grant of Water Right is made by Devon Walker and Joan Walker, husband and wife ("Walker"), to Ellyn Sue Ragone ("Ragone"), an unmarried woman of Post Office Box 5685, Ketchum, Idaho 83340.

RECITALS:

A. Walker is the owner of ten inches of State of Idaho Department of Water Resources License No. 37-01153.

B. Walker conveyed real property to Ragone by a Warranty Deed recorded as Instrument Number 322898, Records of Blaine County, Idaho, together with water rights described therein, which included forty inches of State of Idaho Department of Water Resources License No. 37-01153. A copy of the Warranty Deed is attached hereto as Exhibit A and by this reference made a part hereof.

C. Walker desires to grant and convey and Ragone desires to receive an additional ten inches of State of Idaho Department of Water Resources License No. 37-01153 as provided herein.

NOW, THEREFORE, for valuable consideration received, and other good and valuable consideration, the parties agree as follows:

1. Grant of Water Right. Walker hereby grants and conveys to Ragone, her assigns and successors in interest, ten inches of Idaho Department of Water Resources License No. 37-01153. Upon the recording of this Grant and transfer by the Idaho Department of Water Resources, Ragone will be the owner of fifty inches of State of Idaho Department of Water Resources License No. 37-01153.

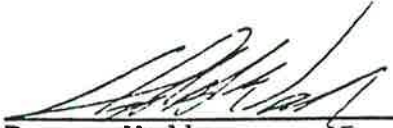
2. Warranty. Walker warrants that they have good and marketable title to said water right conveyed hereby, and that the same is free and clear without encumbrance. Walker, for themselves, their heirs and assigns, do hereby covenant to warranty and shall defend the quiet and peaceful ownership of the water right conveyed herein to Ragone, her successors and assigns forever, against all lawful claims of all persons.

MICROFILMED

FEB 23 1993

3. Limited Power of Attorney. Walker hereby irrevocably appoints Ragone, as their attorney in fact, to do whatever necessary to accomplish the transfer of the water right conveyed herein as required by the Idaho Department of Water Resources or other regulating entity.

IN WITNESS WHEREOF, Walker has herein subscribed their names to this instrument this 24th day of April, 1991.


Devon Walker


Joan Walker

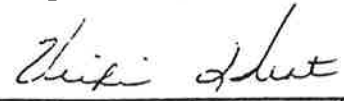
ACKNOWLEDGEMENT

STATE OF Oregon)
County of Douglas) ss.

On this 24th day of April, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared DEVON WALKER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

(seal.)


NOTARY PUBLIC for Oregon
Residing at Roseburg
Commission Expires 18 30-93

MICROFILMED

FEB 23 1993

STATE OF Oregon)
County of Douglas) ss.

On this 24th day of April, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared JOAN WALKER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.

(seal)

Theresa Hunt
NOTARY PUBLIC for Oregon
Residing at Roseburg
Commission Expires 8-30-93

agtwk\walker1.dd

MICROFILMED

FEB 23 1993

WARRANTY DEED

For Value Received

DEVON A. WALKER AND JOAN WALKER, husband and wife.

the grantor s. do hereby grant, bargain, sell and convey unto

ST. FINNEAR LAND COMPANY, a Colorado corporation

the grantee, whose current address is c/o M. A. Heller, Box 98, Woody Creek, CO 81656

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

See Attached Exhibit A

and

All water and ditch rights appurtenant to or used in connection with the described real property, including, without limiting the generality of the foregoing:

Water Right Number	Priority Date	Status
37-01153 (formerly 37-0389) But only 70 inches therefrom	June 30, 1888	Decreed
37-02614	May 18, 1959	License
37-07872	January 7, 1981	Permit
A37-11638	May 15, 1910	Beneficial Use
A37-11639	June 14, 1934	Beneficial Use
A37-11641	May 15, 1938	Beneficial Use

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor s. do hereby covenant to and with the said Grantee, that they the owner s. in fee simple of said premises: that they are free from all incumbrances. And with respect to the herein described water rights, grantor shall and will warrant and forever defend the quiet and peaceable possession of the Grantee, its successors and assigns against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: November 17, 1989

X DEVON A. WALKER

X JOAN WALKER

STATE OF IDAHO

COUNTY OF Blaine

On this 17th day of November, in the year 1989, before me, a Notary Public, personally appeared

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

Carole M. Maguire
Notary Public
Residing at *Hartley*, Idaho.
9-7-94

STATE OF IDAHO

COUNTY OF Blaine

On this 17th day of November, in the year 1989, before me, a Notary Public, personally appeared

Devon A. Walker known as, acknowledged to me to be the person whose name is subscribed to the within instrument as the said person in fact of Joan Walker and acknowledged to me that he subscribed the name of Joan Walker thereto as principal, and his then and true attorney in law.

Carole M. Maguire
Notary Public
Residing at *Hartley*, Idaho.
9-7-94

Chicago Title Insurance Company of Idaho

Revised Form No. 274-10-83

MICROFILMED
FEB 21 1990

Real Property described as follows:

Township 1 South, Range 18 East, Boise Meridian,
Blaine County, Idaho

Section 13: W1/2SW1/4, Except Highway right of way.

Section 14: COMMENCING at a brass cap marking the
East one-quarter corner of said Section 14, which
is the REAL POINT OF BEGINNING;

THENCE South 89°38'46" West 478.74 feet along
the North boundary of said SE1/4, Section 14, to an
iron pin on the East boundary of State Highway No.
75;

THENCE South 9°37'09" West 1203.85 feet along
said West boundary of State Highway No. 75 to an
iron pin;

THENCE South 44°20'41" East 960.01 feet along
the Northeast boundary of Idaho State Highway
property to an iron pin on the North boundary of
State Highway No. 20, and also on the East boundary
of Section 14;

THENCE North 0°16'16" East 1876.46 feet along
the said East boundary of Section 14, to the POINT
OF BEGINNING.

Section 23: S1/2NE1/4 EXCEPT Highway right of way
AND EXCEPT a parcel of land situated in the
S1/2NE1/4 more particularly described as follows:

BEGINNING at the Southwest corner of the
NE1/4NE1/4 of said Section 23, running

THENCE East 83 feet to the West boundary of
State Highway 75;

THENCE Southwesterly along said West boundary of
State Highway 75 a distance of 165 feet;

THENCE due West 400 feet;

THENCE in a Northeasterly direction on a line
parallel with State Highway 75 to the North
boundary line of the SW1/4NE1/4 of said Section 23;

THENCE East 317 feet to the POINT OF BEGINNING.

S1/2NW1/4

Section 24: W1/2NW1/4, NW1/4SW1/4

PERSONAL REPRESENTATIVE'S DEED: - 3
0291E

MICROFILMED

Order No. 22-9683

DEED

FOR VALUE RECEIVED, ST. FINNEAR LAND COMPANY, a Colorado corporation
CO
a corporation duly organized and existing under the laws of the State of IDAHO, grantor, does hereby Grant,
Bargain, Sell and Convey unto GERTAUDE L. PEET, an unmarried woman,

grantee whose current address is 3200-100 Road, Carbondale, CO 81623

the following described real estate, to-wit:

See Attached Exhibit A

And

All water and ditch rights appurtenant to or used in connection with the described
real property, including, without limiting the generality of the foregoing:

Water Right Number	Priority Date	Status
37-01153 (formerly 37-0389) But only 70 inches therefrom	June 30, 1888	Decreed
37-02614	May 18, 1959	License
37-07872	January 7, 1981	Permit
A37-11638	May 15, 1910	Beneficial Use
A37-11639	June 14, 1934	Beneficial Use
A37-11641	May 15, 1938	Beneficial Use

Grantor herein has served merely as a conduit of the title to the herein described property and has never examined or inspected said property and has no knowledge as to said property, and has therefore made no representations or warranties expressed or implied, as to said property or the title, condition, use, operation or zoning thereof, and Grantor shall have no personal liability for any of the covenants, agreements, terms and provisions of the within deed beyond its interest in the herein described property as a conduit of title, and Grantee herein agrees to look solely to the Grantor in the deed recorded concurrently herewith for satisfaction of any covenants, agreements, terms and provisions of this deed.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee
heirs and assigns forever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused
its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its
Secretary this day of November, 1989.

ST. FINNEAR LAND COMPANY,

By *Morton A. Heller*
Morton A. Heller
Vice-President

ATTEST: *William K. Guest*
ASSISTANT SECRETARY.

STATE OF COLORADO, County of Pitkin
On this 17th day of November, 1989.
before me, a Notary Public in and for said State, personally appeared Morton A. Heller and
William K. Guest, known to me to
be the Vice-President and Assistant Secretary of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and
presented to me that such corporation executed the instrument.

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

Vicki Sample
Vicki Sample
Notary Public
Office: 600 E. Hopkins
Comm. Expires 11-27-91 Aspen, CO

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____
19____, in my office, and duly recorded in Book
of Deeds at Page _____

As Official Recorder

By _____ Deputy.
Fees \$
Mail to:

INSTRUMENT NO.

MICROFILM

EXHIBIT "A"

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 25: NE $\frac{1}{4}$ NW $\frac{1}{4}$

SECTION 24: S $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 13: All that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying South of Idaho State Highway Number 20.

SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18 EAST, and SECTION 18, TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

Beginning at the southeast corner of said Section 13, T 1S., R 18 E., the Point of Beginning;
thence S. 89°56'50" W, 649.87 feet;
thence N. 0°04'00" E, 38.50 feet;
thence N. 89°24'05" E, 339.77 feet;
thence N. 51°24'08" E, 396.75 feet;
thence N. 64°30'04" E, 76.72 feet;
thence N. 56°14'31" E, 97.04 feet;
thence N. 90°00'00" E, 287.15 feet;
thence S. 0°00'00" E, 375.91 feet;
thence S. 90°00'00" W, 437.08 feet to the True Point of Beginning.

010104
Sun Valley Title Co.
BLAINE CO. REQUEST
of _____
Dec 8
'89 NOV 22 PM 4 04
1553 & Co

MICROFILMED
NOV 22 1996

11/21/2006

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: 12/13/2006

Water right number: 37-1153B

ROBERT P DREYER
PO BOX 4917
KETCHUM ID 83340
Telephone Number: (208) 726-2874

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

QUANTITY & PLACE OF USE

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

THE QUANTITY SHOULD BE FOR 3.2 CFS 3/4 OF THE TIME,
BUT 2.4 CFS DELIVERED FULL TIME. THIS RIGHT SHOULD BE
LIMITED TO 150 ACRES IN A SINGLE IRRIGATION SEASON

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

THIS IS THE HISTORICAL DIVERSION OF THIS WATER RIGHT
THAT HENRY WURST IRRIGATED 150 ACRES

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

DATE: 12/1/06 SIGNATURE: [Signature]
Please print your name: ROBERT P. DREYER

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

D. L. Evans Bank

"Idaho's Hometown Community Bank Since 1904"

WA
RECEIVED

JUN 25 2009

DEPARTMENT OF
WATER RESOURCES

RECEIVED

JUL 23 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

June 22, 2009

Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

Re: Water Rights No. 37-11638, 37-11639, 37-11641, 37-02614, 37-01153, 37-14289

To Whom It May Concern:

Our Security Interest in the above referenced Water Rights has been satisfied and therefore, future notifications pertaining to the above mentioned Water Rights are no longer required by D. L. Evans Bank.

If you have any questions, you can contact me at (208) 736-9300.

Sincerely,

Carolyn M. Jones

Carolyn M. Jones
D L Evans Bank
Loan Processing Department

SCANNED

JUL 20 2009

Central Loan Center
208-736-9300

222 Main Ave. S.
Fax 208-736-4800

P.O. Box 87
Express Banking

Twin Falls, ID 83303
1-888-873-9777

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**

Should be:

2. ☐ **Source**

Should be:

3. ☒ **Quantity**

Should be: 2.4 cfs or 3.2 cfs if diverted only 3/4 of the time. The combined diversion rate for 37-1153B, 37-2614 and 37-14289 should be 4.4 cfs.

4. ☐ **Priority Date**

Should be:

5. ☐ **Point(s) of Diversion**

Should be:

6. ☐ **Instream Flow Description**

Should be:

7. ☐ **Purpose(s) of Use**

Should be:

8. ☐ **Period of Year**

Should be:

9. ☒ **Place of Use**

Should be: This right should be limited to the irrigation of 150 acres within the specified place of use.

10. **I object because:**

☐ This water should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S):

09/11/2006

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

RIGHT NUMBER: 37-1153B

NAME AND ADDRESS: ROBERT P DREYER
PO BOX 4917
KETCHUM ID 83340

SOURCE: WILLOW CREEK

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 1.400 CFS

The rights listed below are limited to a total combined diversion rate of 3.40 cfs. Combined Right Nos.: 37-1153B, 37-2614, and 37-14289.

PRIORITY DATE: 06/30/1888

POINT OF DIVERSION:

T01S R18E S13 SWSESW Within BLAINE County

T01S R18E S13 NESWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	1.400 CFS

PLACE OF USE: IRRIGATION Within BLAINE County

T01S R18E S13	SESW	14.50	T01S R18E S13	SWSE	12.70
T01S R18E S24	NENE	13.10	T01S R18E S24	NWNE	39.40
T01S R18E S24	SWNE	13.30	T01S R18E S24	NENW	27.90
T01S R18E S24	SENE	39.80	T01S R18E S24	NESW	3.80

164.5 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 164.5 acres in a single irrigation season. Combined Right Nos.: 37-1153B, 37-2614, and 37-14289.

This right is limited to the irrigation of 70 acres within the place of use described above in a single irrigation season.

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

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

09/11/2006

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.

Rights 37-2614, 37-14289 and 37-1153B are all diverted or re-diverted through the point(s) of diversion on Willow Creek described above.

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Idaho Department of Water Resources

SRBA Recommendation:

37-1153B

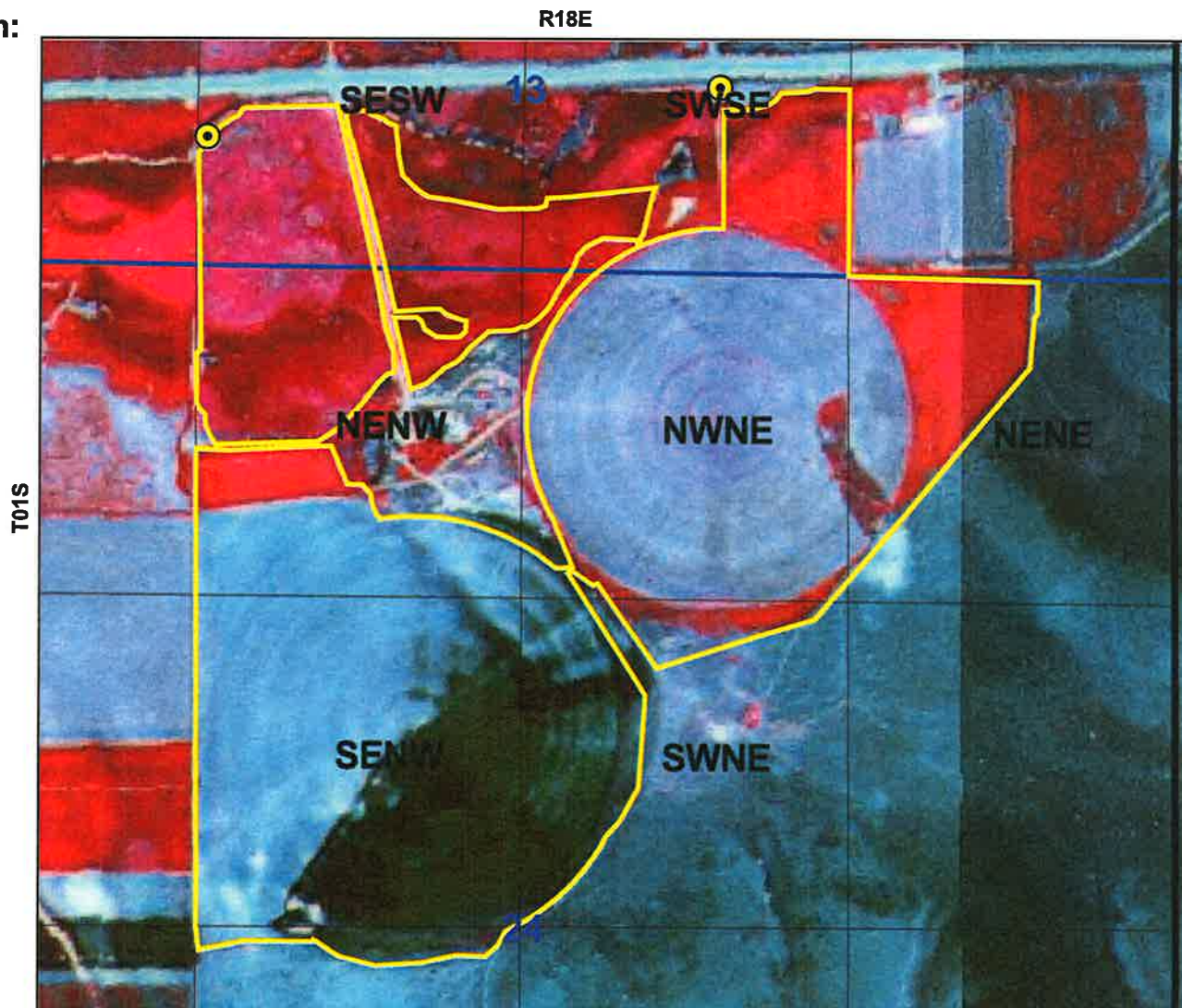
(Irrigation)

Legend

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



Blaine County IDWR Basin 37



0 0.3 0.6 Miles

**Prepared by S. Keen
On Monday, September 11, 2006
1987/88 Aerial Photography**



Idaho Department of Water Resources

SRBA Recommendation:

37-1153B

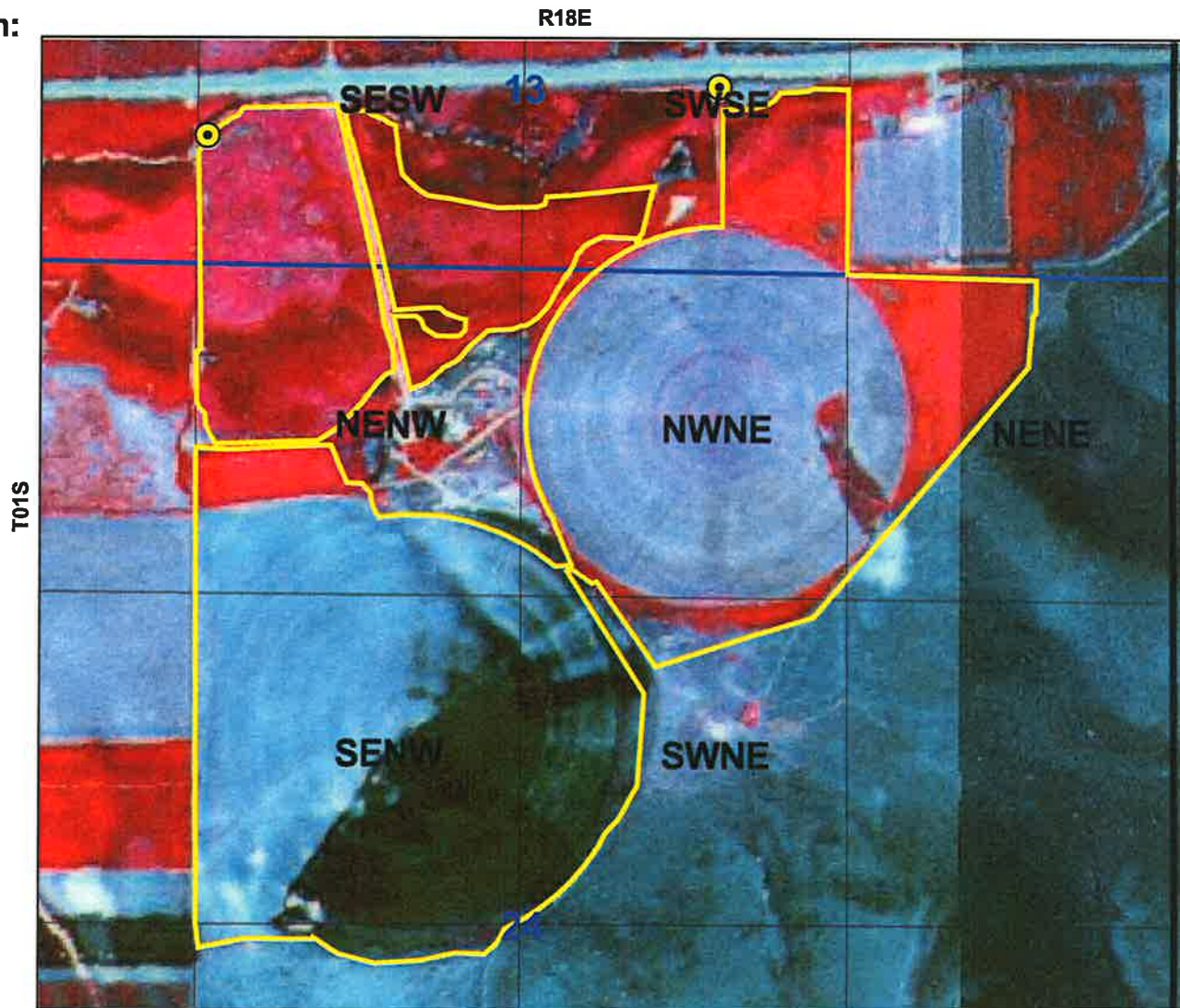
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



0 0.3 0.6 Miles



Prepared by S. Keen
On Monday, September 11, 2006
1987/88 Aerial Photography

MEMORANDUM

DATE: December 7, 2006

TO: SRBA Claim File 37-1153B

FROM: Shelley W. Keen *swk*

RE: Notice of Error

The claimant submitted a notice of error requesting all of Right 37-1153. This recommendation is consistent with Transfer 69843. The ownership split was addressed in the transfer review. No change to this recommendation is needed.

11/21/2006

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: 12/13/2006

Water right number: 37-1153B

ROBERT P DREYER
PO BOX 4917
KETCHUM ID 83340
Telephone Number: (208) 726-2874

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

QUANTITY & PLACE OF USE

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

THE QUANTITY SHOULD BE FOR 3.2 CFS 3/4 OF THE TIME,
BUT 2.4 CFS DELIVERED FULL TIME. THIS RIGHT SHOULD BE
LIMITED TO 150 ACRES IN A SINGLE IRRIGATION SEASON

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

THIS IS THE HISTORICAL DIVERSION OF THIS WATER RIGHT
THAT HENRY WURST IRRIGATED 150 ACRES

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

DATE: 12/1/06 SIGNATURE: RP Dreyer
Please print your name: ROBERT P. DREYER

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

SCANNED
DEC - 5 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 2, 2005

ROBERT P DREYER
PO BOX 4917
KETCHUM ID 83340

RE: #37-2614, #37-14289, and #37-1153B

Dear Mr. Dreyer,

Pursuant to a Notice of Security Interest in a Water Right that was submitted to the Department, we have added a security interest to the above water right claims. Please find the enclosed copies of the proof reports of the water rights noting the addition of the security interest. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Carrie Hahn', is written over a horizontal line.

Carrie Hahn
Clerk

enc.

Cc DL EVANS BANK

37-1153B

RECEIVED
JUN 26 2005
Idaho Water Resources
in Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

- 1153B
1. Water Right No(s): 37-02614, 37-01153, 37-14289, 37-11638, 37-11639, 37-11641
Adjudication Claim No(s): _____
 2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
 3. Name and Mailing Address of Person or Company holding Security Interest

D.L. Evans Bank

P.O. Box 87

Twin Falls, ID 83303
 4. Name of Water Right Owner/Claimant(s) Robert Dreyer
 5. Expiration Date of Notification Period September 1, 2006
 6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
 7. Signature(s) (and title if applicable)

Katy Andrews

Loan Processor

For Office Use Only

Received by <u>[Signature]</u>	Date <u>8/29/05</u>	Fee <u>150.00</u>
Received by <u>[Signature]</u>	Date <u>8/30/05</u>	Receipt No. <u>5027950</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

EXHIBIT "A"

SECTION 13: TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO
AND SECTION 18: TOWNSHIP 1 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, BLAINE COUNTY,
IDAHO

A Parcel of land more particularly described as follows:

Beginning at the Southeast corner of said SECTION 13, TOWNSHIP 1 SOUTH, RANGE 18
EAST, the TRUE POINT OF BEGINNING;

South 89°56'50" West 649.87 feet; thence
North 00°04'00" East 38.50 feet; thence
North 89°24'05" East 339.77 feet; thence
North 51°24'08" East 396.75 feet; thence
North 64°30'04" East 76.72 feet; thence
North 56°14'31" East 97.04 feet; thence
North 90°00'00" East 287.15 feet; thence
South 00°00'00" East 375.91 feet; thence
South 90°00'00" West 437.08 feet to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 6746

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 13: A Parcel of land more particularly described as follows:

Commencing at the Southeast corner of SECTION 13, thence South 89°57'11" West 1,316.07 feet
to the TRUE POINT OF BEGINNING;

South 89°57'11" West 2,632.15 feet; thence
North 00°16'06" East 699.83 feet; thence
North 87°57'38" East 1.50 feet; thence
South 89°27'28" East 218.26 feet; thence
North 87°57'38" East 2,412.13 feet; thence
South 00°06'29" West 781.49 feet; thence

Also known as Tax Lot 6823

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTIONS 24 AND 25: A parcel of land located in the E½ of the SW¼ and the SW¼ of the SW¼ (24) and a
parcel of land located in the NE¼ of the NW¼ (25), and more particularly described as
follows:

Commencing at the GLO brass cap monument marking the southwest corner of
SECTION 24 and the TRUE POINT OF BEGINNING;

North 00°04'47" East 1,319.78 feet along the Section line to the South sixteenth corner marked by a 5/8" rebar; thence
North 89°44'30" East 1,315.77 feet along the sixteenth line to the Southwest sixteenth corner marked by 5/8" rebar; thence
North 00°00'07" West 1,320.95 feet along the sixteenth line to the center West sixteenth corner marked by a 5/8" rebar; thence
North 89°41'24" East 1,313.90 feet along the 1/4 line to the center 1/4 corner of SECTION 24; thence
South 00°04'31" East 1,322.13 feet along the 1/4 line to the center South sixteenth corner marked by a 1/2" rebar; thence
South 00°05'27" East 1,322.13 feet along the 1/4 line to the South 1/4 corner of SECTION 24 marked by a GLO brass cap; thence
South 00°06'06" West 1,316.49 feet along the 1/4 Section line to the center North sixteenth corner of SECTION 24 marked by a 5/8" rebar; thence
South 89°38'43" West 1,317.28 feet along the sixteenth line to the Northwest sixteenth corner of SECTION 25 marked by a 5/8" rebar; thence
North 00°05'06" East 1,319.88 feet along the sixteenth line to the West sixteenth corner of SECTION 25 marked by a 5/8" rebar; thence
South 89°47'35" West 1,317.64 feet along the Section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7603

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 24: A parcel of land located in the NE1/4 of the NW1/4 and more particularly described as follows:

Commencing at the GLO brass cap monument marking the Northeast corner of SECTION 24;

South 89°53'57" West 1,316.09 feet along the Section line to the East sixteenth corner marked by a 1/2" rebar; thence

South 89°54'01" West 1,316.10 feet along the Section line to the N1/4 corner of SECTION 24 and the TRUE POINT OF BEGINNING; thence

South 00°04'59" East 1,316.50 feet along the 1/4 line to the center North sixteenth corner; thence

South 89°47'43" West 1,315.00 feet along the sixteenth line to the Northwest sixteenth corner; thence

North 00°07'51" West 1,318.91 feet along the sixteenth line to the West sixteenth corner marked by a 1/2" rebar; thence

North 89°54'01" East 1,316.10 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7604

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 24: A parcel of land located within the SE1/4 of the NE1/4, E1/2SE1/4 and the NW1/4 of the SE1/4 and more particularly described as follows:

Commencing at the GLO brass cap monument marking the southeast corner of SECTION 24 and the TRUE POINT OF BEGINNING;

North 00°07'41" West 2,625.04 feet along the Section line to the E $\frac{1}{4}$ corner of SECTION 24; thence

North 00°37'52" West 1,311.89 feet along the Section line to the North sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

South 89°47'24" West 1,321.49 feet along the sixteenth line to the NE sixteenth corner; thence

South 00°19'55" East 1,314.15 feet along the sixteenth line to the center E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

South 89°41'19" West 1,327.52 feet along the $\frac{1}{4}$ line to the center $\frac{1}{4}$ corner of SECTION 24; thence

South 00°04'31" East 1,322.13 feet along the $\frac{1}{4}$ line to the center S sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

North 89°28'58" East 1,328.65 feet along the sixteenth line to the SE sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

South 00°06'05" East 1,317.27 feet along the sixteenth line to the E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

North 89°16'42" East 1,329.13 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7605

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 24: A parcel of land located in the NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and more particularly described as follows:

Commencing at the GLO brass cap monument marking the northeast corner of SECTION 24 and the TRUE POINT OF BEGINNING;

South 00°34'06" East 1,311.49 feet along the Section line to the N sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

South 89°47'24" West 1,321.49 feet along the sixteenth line to the Northeast sixteenth corner; thence

South 00°19'55" East 1,314.15 feet along the sixteenth line to the center E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

North 89°41'19" West 1,327.52 feet along the $\frac{1}{4}$ line to the center $\frac{1}{4}$ corner of SECTION 24; thence

South 89°41'24" West 1,313.90 feet along the $\frac{1}{4}$ line to the center W sixteenth corner marked by a $\frac{5}{8}$ " rebar; thence

North 00°07'51" West 1,318.91 feet along the sixteenth line to the NW sixteenth corner; thence

North 89°47'43" East 1,315.00 feet along the sixteenth line to the center N sixteenth corner; thence

North 00°04'59" West 1,316.50 feet along the $\frac{1}{4}$ line to the N $\frac{1}{4}$ corner of SECTION 24; thence

North 89°54'01" East 1,316.10 feet along the section line to the E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence

North 89°53'57" East 1,316.09 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7606

Commencing at the GLO brass cap monument marking the southeast corner of SECTION 24 and the TRUE POINT OF BEGINNING;

North 00°07'41" West 2,625.04 feet along the Section line to the E $\frac{1}{4}$ corner of SECTION 24; thence
North 00°37'52" West 1,311.89 feet along the Section line to the North sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
South 89°47'24" West 1,321.49 feet along the sixteenth line to the NE sixteenth corner; thence
South 00°19'55" East 1,314.15 feet along the sixteenth line to the center E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
South 89°41'19" West 1,327.52 feet along the $\frac{1}{4}$ line to the center $\frac{1}{4}$ corner of SECTION 24; thence
South 00°04'31" East 1,322.13 feet along the $\frac{1}{4}$ line to the center S sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
North 89°28'58" East 1,328.65 feet along the sixteenth line to the SE sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
South 00°06'05" East 1,317.27 feet along the sixteenth line to the E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
North 89°16'42" East 1,329.13 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7605

AND

TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 24: A parcel of land located in the NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and more particularly described as follows:

Commencing at the GLO brass cap monument marking the northeast corner of SECTION 24 and the TRUE POINT OF BEGINNING;

South 00°34'06" East 1,311.49 feet along the Section line to the N sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
South 89°47'24" West 1,321.49 feet along the sixteenth line to the Northeast sixteenth corner; thence
South 00°19'55" East 1,314.15 feet along the sixteenth line to the center E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
North 89°41'19" West 1,327.52 feet along the $\frac{1}{4}$ line to the center $\frac{1}{4}$ corner of SECTION 24; thence
South 89°41'24" West 1,313.90 feet along the $\frac{1}{4}$ line to the center W sixteenth corner marked by a $\frac{5}{8}$ " rebar; thence
North 00°07'51" West 1,318.91 feet along the sixteenth line to the NW sixteenth corner; thence
North 89°47'43" East 1,315.00 feet along the sixteenth line to the center N sixteenth corner; thence
North 00°04'59" West 1,316.50 feet along the $\frac{1}{4}$ line to the N $\frac{1}{4}$ corner of SECTION 24; thence
North 89°54'01" East 1,316.10 feet along the section line to the E sixteenth corner marked by a $\frac{1}{2}$ " rebar; thence
North 89°53'57" East 1,316.09 feet along the section line to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7606

2nd #
524700
8/17/05

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is August 16, 2005. The parties and their addresses are:

MORTGAGOR:

ROBERT P. DREYER
A SINGLE MAN
P.O. BOX 4917
KETCHUM, Idaho 83340

LENDER:

D. L. EVANS BANK
Organized and existing under the laws of Idaho
P.O. BOX 9120
680 SUN VALLEY RD.
Ketchum, Idaho 83340
TIN: 82-0117415

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 37-02614 WITH A CLAIMED PRIORITY OF MAY 18, 1959 TO 2.00 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-01153 WITH A CLAIMED PRIORITY OF JUNE 30, 1888 TO 2.40 CFS OF THE WATERS OF WILLOW CREEK, A TRIBUTARY OF THE BIG WOOD RIVER, AND WATER RIGHT NO. 37-14289 WITH A CLAIMED PRIORITY OF APRIL 15, 1978 TO .29 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-11638 WITH A CLAIMED PRIORITY OF MAY 15, 1910 TO .09 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-11639 WITH A CLAIMED PRIORITY OF JUNE 14, 1934 TO .04 CFS OF GROUNDWATER, AND WATER RIGHT NO. 37-11641 WITH A CLAIMED PRIORITY OF MAY 15, 1938 TO .09 CFS OF SPRING WATER, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The property is located in BLAINE County at 17859 U.S. HIGHWAY 75, UNINCORPORATED BLAINE COUNTY, Idaho 83320.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$75,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 2551100106/50, dated August 16, 2005, from Mortgagor to Lender, with a maximum credit limit of \$75,000.00, with an interest rate based on the then current index value as the promissory note prescribes and maturing on September 1, 2006. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument. Mortgagor acknowledges that the interest rate, payment terms, or balance due on the loan may be indexed, adjusted, renewed or renegotiated.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

14. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. REDEMPTION. The period of redemption after sale on foreclosure will be one year if the real property sold consisted of a tract of land of more than twenty (20) acres, and within six (6) months after the sale if the real property sold consisted of a tract of land of twenty (20) acres or less. Any agreement to extend the redemption period must be in writing.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits; including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

13. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. CO-SIGNERS. If Mortgagor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

23. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Idaho, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

28. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:


ROBERT P. DREYER

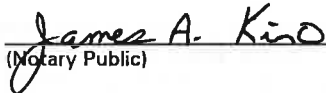
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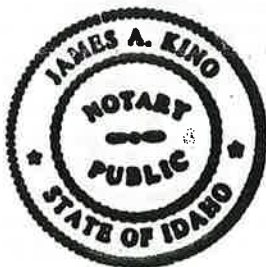
ACKNOWLEDGMENT.

(Individual)

On this 17 day of August, 2005, before me
James A. Kino a Notary Public, personally appeared ROBERT P. DREYER, A SINGLE
MAN, known or identified to me (or proved to me on the oath of _____), to
be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
he/she/they executed the same.

My commission expires: 11-20-08


(Notary Public)



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 69843

This is to certify that: ROBERT P DREYER
 PO BOX 4917
 KETCHUM ID 83340
 (208)726-2874

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
37-2614	AJC/License	05/18/1959	2.00 cfs	450.0 af	N/A	150.0	GROUND WATER
37-14289	AJC/Beneficial Use	04/15/1978	0.29 cfs	50.8 af	N/A	14.5	GROUND WATER
37-1153B	AJC/Decreed	06/30/1888	1.40 cfs	N/A	N/A	164.5	WILLOW CREEK

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
37-2614	NO	NO	YES	YES	NO	NO
37-14289	NO	NO	YES	YES	NO	NO
37-1153B	NO	NO	YES	YES	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
37-2614	37-2614	2.00 cfs	450.0 af	150.0	164.5		N/A	N/A	N/A	N/A
37-14289	37-14289	0.29 cfs	50.8 af	14.5	164.5		N/A	N/A	N/A	N/A
37-1153B	37-1153B	1.40 cfs	N/A	70.0	164.5		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		3.40 cfs	N/A	164.5	164.5		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 6th day of December, 20 03


 Chief, Water Allocation Bureau

WATER RIGHT NO. 37-2614
As Modified by Transfer No. 69843

In accordance with the approval of Transfer No. 69843, Water Right No. 37-2614 is now described as follows.

Right Holder: ROBERT P DREYER
 PO BOX 4917
 KETCHUM ID 83340

Priority Date: May 18, 1959

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	2.00 CFS	450.0 AF
			2.00 CFS	450.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NENENE	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER (Injection)	NENENE	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER (Rediversion)	SWSESW	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER (Rediversion)	NESWSE	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER	SWSWSE	Sec. 13 Twp 01S Rge 18E BLAINE County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	18E	13												14.5			12.7		27.2
01S	18E	24	13.1	39.4	13.3		27.9			39.8	3.8								137.3

Total Acres: 164.5

CONDITIONS OF APPROVAL

1. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the department for measuring the flow from both artesian wells and any water being injected into Willow Creek and at all points of re-diversion from Willow Creek.
2. Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
3. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
4. This right is limited to the irrigation of 150 acres within the place of use described above in a single irrigation season.

WATER RIGHT NO. 37-2614
As Modified by Transfer No. 69843

CONDITIONS OF APPROVAL

5. The total instantaneous diversion of water from all points of diversion under Rights 37-2614 and 37-14289 shall not exceed 2.00 cfs, nor total combined annual volume of 500.8 af.
6. Rights 37-2614, 37-14289 and 37-1153B when combined shall not exceed a total diversion rate of 3.40 cfs and the irrigation of 164.5 acres.
7. Rights 37-2614, 37-14289 and 37-1153B are all diverted or re-diverted through the point(s) of diversion on Willow Creek described above.
8. The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
9. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
10. After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
11. The diversion and use of water described in this right may be subject to additional conditions and limitations as described in the SRBA court order dated 1/28/2002 which approved the stipulated agreement between parties for the use of the artesian well located within the NENE S13, T01S, R18E. Said order may be enforceable by a court of law.
12. Right No. 37-14289 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.
13. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
14. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
15. Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 6th day of December, 2003


Chief, Water Allocation Bureau

WATER RIGHT NO. 37-14289
As Modified by Transfer No. 69843

In accordance with the approval of Transfer No. 69843, Water Right No. 37-14289 is now described as follows.

Right Holder: ROBERT P DREYER
 PO BOX 4917
 KETCHUM ID 83340

Priority Date: April 15, 1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.29 CFS	50.8 AF
			0.29 CFS	50.8 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NENENE	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER (Injection)	NENENE	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER (Rediversion)	SWSESW	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER (Rediversion)	NESWSE	Sec. 13 Twp 01S Rge 18E BLAINE County
GROUND WATER	SWSWSE	Sec. 13 Twp 01S Rge 18E BLAINE County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	18E	13												14.5				12.7	27.2
01S	18E	24	13.1	39.4	13.3		27.9		39.8	3.8									137.3

Total Acres: 164.5

CONDITIONS OF APPROVAL

1. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the department for measuring the flow from both artesian wells and any water being injected into Willow Creek and at all points of re-diversion from Willow Creek.
2. Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
3. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
4. This right is for an enlargement of 14.5 acres within the place of use described above. This right is an enlargement of right 37-2614 pursuant to Section 42-1426, Idaho Code.

WATER RIGHT NO. 37-14289
As Modified by Transfer No. 69843

CONDITIONS OF APPROVAL

5. The total instantaneous diversion of water from all points of diversion under Rights 37-2614 and 37-14289 shall not exceed 2.00 cfs, nor total combined annual volume of 500.8 af.
6. Rights 37-2614, 37-14289 and 37-1153B when combined shall not exceed a total diversion rate of 3.40 cfs and the irrigation of 164.5 acres.
7. Rights 37-2614, 37-14289 and 37-1153B are all diverted or re-diverted through the point(s) of diversion on Willow Creek described above.
8. The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
9. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
10. After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
11. The diversion and use of water described in this right may be subject to additional conditions and limitations as described in the SRBA court order dated 1/28/2002 which approved the stipulated agreement between parties for the use of the artesian well located within the NENE S13, T01S, R18E. Said order may be enforceable by a court of law.
12. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
13. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
14. Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 6th day of December, 20 03



Chief, Water Allocation Bureau

WATER RIGHT NO. 37-1153B
As Modified by Transfer No. 69843

In accordance with the approval of Transfer No. 69843, Water Right No. 37-1153B is now described as follows.

Right Holder: ROBERT P DREYER
 PO BOX 4917
 KETCHUM ID 83340

Priority Date: June 30, 1888

Source: WILLOW CREEK

Tributary: BIG WOOD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15 to	10/31	1.40 CFS	
			1.40 CFS	

LOCATION OF POINT(S) OF DIVERSION:

WILLOW CREEK SWSESW Sec. 13 Twp 01S Rge 18E BLAINE County

WILLOW CREEK NESWSE Sec. 13 Twp 01S Rge 18E BLAINE County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	18E	13												14.5				12.7	27.2
01S	18E	24	13.1	39.4	13.3		27.9		39.8	3.8									137.3

Total Acres: 164.5

CONDITIONS OF APPROVAL

1. Prior to diversion of water under this approval, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
3. This right is limited to the irrigation of 70 acres within the place of use described above in a single irrigation season.
4. Rights 37-2614, 37-14289 and 37-1153B when combined shall not exceed a total diversion rate of 3.40 cfs and the irrigation of 164.5 acres.
5. Rights 37-2614, 37-14289 and 37-1153B are all diverted or re-diverted through the point(s) of diversion on Willow Creek described above.

WATER RIGHT NO. 37-1153B
As Modified by Transfer No. 69843

CONDITIONS OF APPROVAL

6. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 6th day of December, 2003


Chief, Water Allocation Bureau



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 31, 2003

Kent Foster
PO Box 50130
Idaho Falls, ID 83405

RE: Robert Dreyer Transfer No. 69843

Dear Mr. Foster:

I am in receipt of your letter dated January 2, 2003, with attached photos. As you know the filing of the transfer has caused the department to review the validity of the various water rights involved in the transfer and specifically the validity of the SRBA claims filed for the rights. The photographs and affidavit provided will be helpful in piecing together the history of the water use on the subject lands and will aid in developing the department's recommendation for approval of the transfer and recommendations to the SRBA court for the water rights involved.

As you know one of the rights involved in the transfer is based on a decreed right 37-1153. Your letter requests a copy of the decree; please find enclosed the finding of fact and the decree of "Fredrickson vs. Wurst" which covers right 37-1153. I have also included portions of the "Frost" decree referenced in the "Fredrickson vs. Wurst" decree and proof reports for rights 37-1153 and 37-1154.

As far as SRBA claims for right 37-1153, there are currently two competing claims for this right. Please find enclosed proof reports for SRBA claim 37-1153A in the name of Ellynn Ragone and SRBA claim 37-1153 in the name of Robert Dreyer which is subject of this transfer. Currently the department lacks detailed information to make a determination as to how these competing claims are to be resolved. The reading of the decree would suggest that the right may need to be split between Ragone and Dreyer. Additionally it appears that enlargement of the use of water has occurred over time but is not accurately reflected in the SRBA claims currently of record. By copy of this letter, I request that Ellyn Ragone and Robert Dreyer submit within the next 30 days documents, deeds, affidavits, etc. that may support their ownership of said right. Modification of existing claims or filing of additional claims may need to be considered.

In your letter you asked who the watermaster is for this right. The subject area is under the jurisdiction of the watermaster for the Big Wood River. By copy of this letter I request that Mr. Peterson provide within the next 30 days any records of use for this

particular right or any information that would be pertinent to the claims that Dreyer and Ragone have over this water right.

If this letter prompts any questions from any party please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Merritt", written over the word "Sincerely,".

Allen Merritt, PE
Southern Region Manager

CC: Ellynn Ragone
Robert Dreyer
Lee Peterson, Watermaster District 37
Doug Jones, IDWR SRBA Southern Region

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-1153A

WATER RIGHT NUMBER: 37-1153A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ELLYNN RAGONE PO BOX 2585 SUN VALLEY, ID 83353 (208)622-7450

Priority Date: 06/30/1888

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED STREAM	WILLOW CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 10/15	1.000 CFS	
	<u>Total Diversion:</u>	1.000 CFS	

Location of Point(s) of Diversion

UNNAMED STREAM	NW1/4SW1/4	Sec. 23, Twp 01S, Rge 18E, B.M.
BLAINE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	18E	13									35.0			15.0				11.0	61.0

Total Acres: 61

Conditions of Approval:Remarks:

- General DELIVERY DITCH IS BELIEVED TO BE THE CLOUD DITCH # 74
***** ADDRESS CHANGED AS PER
REQUEST REC'D 10/23/98. CC

Comments:Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-1153A

Dates and Other Information:

Claim Received Date: 11/18/1992
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
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

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-1153

WATER RIGHT NUMBER: 37-1153

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	DEE A WALKER 11859 US HWY 20 BELLEVUE, ID 83313 (208)788-9457
Original Owner	GERTRUDE L PEET 17859 US HWY 20 BELLEVUE, ID 83313
Original Owner	C JOAN WALKER 11859 US HWY 20 BELLEVUE, ID 83313 (208)788-9457
Current Owner	ROBERT P DREYER PO BOX 4917 KETCHUM, ID 83340 (208)726-2874

Priority Date: 06/30/1888

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
WILLOW CREEK	BIG WOOD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 11/01	2.400 CFS	
	<u>Total Diversion:</u>	2.400 CFS	

Location of Point(s) of Diversion

WILLOW CREEK	NE1/4SW1/4SE1/4	Sec. 13, Twp 01S, Rge 18E, B.M.
BLAINE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	18E	13												12.7			14.5		27.2
01S	18E	24	13.1	39.4	13.3		27.9			39.8	3.8								137.3

Total Acres: 164.5

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 37-1153

Remarks:

1. General RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME. SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR. 2 PUMPS IN WILLOW CR. SERVE SPRINKLERS ON 135.9 AC. CHECK DAM TO POND & DITCH SERVE 28.6 AC. UNDER GRAVITY IRRIGATION. PRESENT SYSTEM HAS BEEN IN PLACE SINCE 1978; P/U & P/D CLAIMED UNDER SEC. 42-1416 IDAHO CODE. *****
OWNERSHIP CHANGE 7/24/90 BY JG.
***** OWNERSHIP CHANGE 2/6/97 BY TLB.

Comments:Dates and Other Information:

Claim Received Date: 10/20/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
Water District Number: 37
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

Water Right Report 37-1153

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	H L WURST , ZZ

Status: Active

<u>Source</u>	<u>Tributary</u>
WILLOW CREEK	BIG WOOD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to /	2.400 CFS	
	<u>Total Diversion:</u>	2.400 CFS	

<u>Location of Point(s) of Diversion</u>		
WILLOW CREEK	NW1/4SW1/4	Sec. 13, Twp 01S, Rge 18E, B.M.
BLAINE County		

Place of Use
IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>Totals</u>
01S	18E	13									X			X			X		

Conditions of Approval:

Remarks:

1. General RT. FOR 3.2 CFS 3/4 THE TIME, BUT 2.4 CFS IS DELIVERED FULL TIME. SOURCE GIVEN AS SPRING CR., BUT RT. IS DELIVERED FROM WILLOW CR. P/D GIVEN AS SENE S13; PRESENT P/D DESCRIBED BY WATERMASTER.
SUPERCEEDS 37-0389 (KORENKO & PUGEL RT. IS FROST DECREE).

Comments:

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-1153

Dates and Other Information:

Licensed Date:
Decreed Date: 5/20/1942
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 37
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-1154

WATER RIGHT NUMBER: 37-1154

Owner TypeName and Address

Current Owner

MARY J FREDRICKSON

, ZZ

Priority Date: 06/30/1888

Basis: Decreed

Status: Active

Source

WILLOW CREEK

Tributary

BIG WOOD RIVER

Beneficial Use

IRRIGATION

From To

4/15 to /

Diversion Rate

0.800 CFS

Annual VolumeTotal Diversion:

0.800 CFS

Location of Point(s) of Diversion

WILLOW CREEK

NW1/4SW1/4

Sec. 13, Twp 01S, Rge 18E, B.M.

BLAINE County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	18E	13									X	X							
01S	18E	24					X												

Conditions of Approval:Remarks:

1. General

RT. FOR 3.2 CFS 1/4 THE TIME, BUT 0.8 CFS IS DELIVERED FULL TIME. DECREED FROM SPRING CREEK BUT DELIVERED FROM WILLOW CREEK.
P/D GIVEN AS SENE S13; PRESENT P/D DESCRIBED BY WATERMASTER.
SUPERCEEDS 37-0389 (KARENKO & PUGEL RT. IN THE FROST DECREE).
LAND IN S24 IS NORTH OF COUNTY ROAD.

Comments:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-1154

Dates and Other Information:

Licensed Date:
Decreed Date: 5/20/1942
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 37
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

MARY J. FREDRICKSON,

Plaintiff

vs.

H. L. WURST,

Defendant

DECREE

This cause having come duly on for hearing and having been taken under advisement, and argued and presented by written briefs, the Court having been duly advised in the premises, and having made Findings of Fact and Conclusions of Law,

37 1153 IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the defendant, H. L. Wurst, be permanently enjoined and restrained from, in anywise, interfering with the plaintiff's use of one-fourth of the water afforded by the priority decreed to John Korenko and John Pugel under date of June 30th, 1888, in alternate periods of three (3) days out of twelve (12) days during each ensuing irrigation season, and from in any way, interfering with plaintiff's use of the ditch described in the findings herein made during said three (3) day periods.

17 1154 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is the owner of an undivided one-fourth ($\frac{1}{4}$) interest in said ditch, and an undivided one-fourth ($\frac{1}{4}$) interest in the water right decreed to John Korenko and John Pugel, under date of priority of June 30th, 1888, to be diverted from Spring Creek, under the provisions of the decree rendered in the cause of Frost vs. Alturas Water Company, et al, on December 13th, 1909.

7 1155 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that such ditch and water be used under a system of rotation, by time, during each irrigation season; that plaintiff shall have the exclusive use of said ditch and water right for three (3) days beginning on the 15th day of April of each year, and for the first three (3) days of each twelve (12) day period thereafter, during the entire irrigation season;

That the title in and to such undivided one-fourth interest in said ditch and water be quieted in plaintiff, with a right to use such ditch and water during the periods aforesaid.

That the plaintiff shall pay one-fourth ($\frac{1}{4}$) of the cost of maintenance of such ditch and one-fourth ($\frac{1}{4}$) of the watermaster's charges for diverting such water. That the defendant shall pay three-fourths of the cost of maintenance of said ditch and three-fourths of the watermaster's charges for delivering said water.

That plaintiff and defendant each stand and pay his own costs of suit herein made and expended.

Dated this 20 day of May, 1942.

D. H. SUTPHEN

District Judge

Filed and Entered May 28, 1942,

B. P. Thamm, Clerk, District Court

Blaine County, Idaho

STATE OF IDAHO)
 ss
County of Blaine)

I, B. P. THAMM, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original Decree in the above entitled action now on file in my office.

Given under my hand and the seal of said Court, in my office at Hailey, this 7th day of July, A. D. 1942.

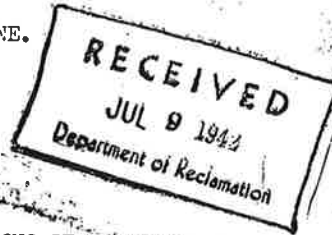
Attest. B. P. THAMM, Clerk

37-5-1

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

#1631

MARY J. FREDRICKSON,
Plaintiff,
vs.
H. L. WURST,
Defendant.



FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE.

Now, on this 9th day of March, 1942, before the Court, sitting without a jury, the above case came duly on for hearing in the regular order upon the docket, HON. D. H. SUTPHEN, Judge of said Court, present and presiding; the plaintiff being present in person and by her attorneys, MESSRS. NISSELL AND BIRD, and the defendant being present in person and by his attorney, CHARLES L. SHAW, ESQ.,

WHEREUPON, both parties introduced their evidence and rested.

WHEREUPON, the matter was, by the Court, taken under advisement and attorneys for each side were requested to prepare and file memorandum briefs.

The Court being fully advised in the premises, does hereby and now, make its findings of fact;

FINDINGS OF FACT.

FINDING NO. 1

That the plaintiff is now, and since the 15th day of March, 1923, has been the owner of the West Half of the Southwest Quarter of Section 13, and also of that part of the Northwest Quarter of the Northwest Quarter of Section 24 lying North of the Public County Road, all in Township 1 South, of Range 18 East of the Boise Meridian, Blaine County, Idaho; that during all such time mentioned, plaintiff has paid all taxes and assessments levied against said land.

FINDING NO. 2.

That the defendant is now, and ever since 1933 has been the owner of the East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 13, Township 1 South of Range 18 East of the Boise Meridian, Blaine County, Idaho.

FINDING NO. 3.

That the lands above described, of both the plaintiff and defendant, are semi-arid in character, and require irrigation for the production of ordinary agricultural crops.

FINDING NO. 4.

That in 1888, the predecessors in interest of plaintiff and defendant jointly constructed an irrigation ditch heading in Spring Creek, a tributary of Big Wood River, at a point in the Southeast Quarter of the Northeast Quarter of said Section 13, extending thence in a southwesterly direction for about 4,000 feet, crossing a portion of the Southeast Quarter of the Northeast Quarter, Southwest Quarter of Northeast Quarter and the Northeast Quarter of Southwest Quarter of said Section 13, extending to the lands of the plaintiff, by means of which ditch, the water of said Creek was carried to the land of the plaintiff.

FINDING NO. 5.

That from the time of the construction of said ditch by the predecessors in interest of the plaintiff and defendant, the said ditch has been used and maintained as a joint ditch.

FINDING NO. 6.

That from 1923 to 1941, the plaintiff has assisted in maintaining such ditch and has used the same under claim of right for the irrigation of her said land.

FINDING NO. 7.

That in a certain action pending in the District Court of the Fourth Judicial District of Idaho in and for the County of Lincoln, known as Frost v. Alturas Water Company, et al, a decree was entered on the 13th day of December, 1909, wherein 160 inches of the waters of Spring Creek, a tributary of Big Wood River, was decreed to John Pugel and John Korenko, with date of priority of June 30th, 1888.

FINDING NO. 8.

That the water so decreed as aforesaid from the time of the entry of said decree to, and including the year 1941, was diverted into the head of such ditch, that the water master's charge for delivery was paid one-half by the plaintiff and one-half by the defendant; that such ditch and water were used by a system of rotation between the plaintiff and defendant, each using such ditch and water under

a claim of right, and hostile to the other; that, as between the plaintiff and the defendant, such use by the plaintiff was hostile, under claim of right and continued from June, 1933/^{up}to and including the year 1941.

FINDING NO. 9.

This plaintiff used said ditch and the total flow thereof, one-fourth of the time during the irrigation season of each of said years, depriving the defendant of the use of said water and ditch one-fourth of the time, under claim of right and adverse to the defendant; that during such time, plaintiff paid one-half of the water master's charges against the ditch and contributed one-half of the maintenance thereof.

FINDING NO. 10.

That such ditch has a capacity of approximately one hundred inches or two second feet; that the water available for diversion into such ditch varies in amount, from time to time, the flow being from ten to a hundred inches during the irrigation season.

FINDING NO. 11.

That owing to the fluctuation in volume of the water flowing in said ditch, the most economical method of utilizing the water for beneficial purpose is to use the same under a system of rotation, measured by time. Each party using the water for a specified period of time during the irrigation season.

D. H. Sutphen
District Judge.

CONCLUSIONS OF LAW.

I.

That the ditch in question is a joint ditch in which each party has a vested interest.

II.

That by reason of the use of the ditch, and the water flowing therein by the plaintiff one-fourth of the time, for a period of more than five years last past, under claim of right, and hostile to the defendant, the plaintiff has acquired the right to the use of the ditch, and the waters flowing therein, decreed to John Fugel and John Korenko, for one-fourth of the time during the irrigation season of each year.

III.

That plaintiff be awarded and decreed to be the owner of an undivided interest in said ditch and of the water aforesaid flowing therein, and entitled to the use thereof one-fourth ($\frac{1}{4}$) of the time during the irrigation season of each year.

IV.

That the plaintiff should be charged with one-fourth ($\frac{1}{4}$) of the cost of maintenance of such ditch and one-fourth ($\frac{1}{4}$) of the water master's charges for delivery into such ditch.

V.

That the periods of use should be fixed in the decree entered herein.

D. H. Sutphen
District Judge.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

MARY J. FREDRICKSON,
Plaintiff,
vs.
H. L. WURST,
Defendant.

DECREE.

Page 295

This cause having come duly on for hearing and having been taken under advisement, and argued and presented by written briefs, the Court having been duly advised in the premises, and having made Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the defendant, H. L. Wurst, be permanently enjoined and restrained from, in anywise, interfering with the plaintiff's use of one-fourth of the water afforded by the priority decreed to John Korenko and John Pugel under date of June 30th, 1888, in alternate periods of three (3) days out of twelve (12) days during each ensuing irrigation season, and from in any way, interfering with plaintiff's use of the ditch described in the findings herein made during said three (3) day periods.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff is the owner of an undivided one-fourth ($\frac{1}{4}$) interest in said ditch, and an undivided one-fourth ($\frac{1}{4}$)

interest in the water right decreed to John Korenko and John Pugel, under date of priority of June 30th, 1888, to be diverted from Spring Creek, under the provisions of the decree rendered in the cause of Frost v. Alturas Water Company, et al, on December 13th, 1909.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that such ditch and water be used under a system of rotation, by time, during each irrigation season; that plaintiff shall have the exclusive use of said ditch and water right for three (3) days beginning on the 15th day of April of each year, and for the first three (3) days of each twelve (12) day period thereafter, during the entire irrigation season;

That the title in and to such undivided one-fourth interest in said ditch and water be quieted in plaintiff, with a right to use such ditch and water during the periods aforesaid;

That the plaintiff shall pay one-fourth ($\frac{1}{4}$) of the cost of maintenance of such ditch and one-fourth ($\frac{1}{4}$) of the water master's charges for diverting such water.

That the defendant shall pay three-fourths of the cost of maintenance of said ditch and three-fourths of the water master's charges for delivering said water.

That plaintiff and defendant each stand and pay his own costs of suit herein made and expended.

DATED: This 20 day of May, 1942.

D. H. Sutphen
District Judge.

Filed and Entered May 28, 1942,
B. P. Thamm, Clerk District Court,
Blaine County, Idaho.

STATE OF IDAHO,)
(SS.
COUNTY OF BLAINE,)

I, B. P. THAMM, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a full, true and correct copy of the original FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE in the above entitled action now on file in my office.

Given under my hand and the seal of said Court in my office at Hailey, this 7th day of July, A. D. 1942.

Attest:

B. P. Thamm, Clerk.

In the District Court of the Fourth Judicial District
of the
State of Idaho, in and for the County of Lincoln.



S. C. Frost, et al.,

Plaintiffs,

vs.

DECREE.

Alturas Water Company, et al.,

Defendants.

This cause coming on to be heard this 6th day of October, 1909, upon the Report of F. J. Cowen, Referee heretofore appointed for the purpose of taking the testimony and making recommendations as to Findings of Fact, Conclusions of Law and Decree, to be entered herein, and the said F. J. Cowen having filed his Report of the testimony taken, and his recommendations as to Findings of Fact, Conclusions of Law, which have heretofore been adopted, and the respective plaintiffs and defendants, and cross-complainants appearing herein by their respective counsel, and the court being fully informed and advised in the premises, and having ordered that judgment be entered in accordance with the Report and recommendations of the said Referee, Wherefore, by reason of the law and the Report and Findings of Fact and Conclusions of Law aforesaid,

It is Ordered, Adjudged and Decreed, that the several parties, plaintiffs and defendants herein named, do have judgment respectively for a

37	0375	Kelly, W. B.	60 inches.	100	May 15, 1885.	Little Wood River.	
		" " "				(Also shares in Big Cottonwood Canal Co.)	
37	0376	Kilpatrick Brothers Company, a corporation	1000 inches.		Sept. 1, 1883.	Silver Creek.	← Trans #303
37	0377	Do.	40	"	145 Apr. 1, 1888.	" "	} Trans #201
37	0378	Do.	100	"	157 June 15, 1888.	" "	
37	0379	Do.	50	"	173 Apr. 1, 1890.	" "	
37	0380	Do.	150	"	173 Apr. 1, 1890.	" "	
37	0381	Do.	500	"	173 Apr. 1, 1890.	" "	
37	0382	Kinsey, Alpha A.	120	"	251 May 1, 1900.	Lower Malad River.	Big Wood R
37	0383	Kinsey, Henry H.	150	"	44 May 1, 1886.	" " "	
37	0384	" " "	90	"	114 May 1, 1886.	" " "	
37	0385	" " "	70	"	137 May 1, 1887.	" " "	
37	0386	Kinsey, Mrs. H. H.	80	"	251 May 1, 1900.	" " "	
37	0387	Knight, George H.	200	"	150 June 1, 1888.	East Fork of Big Wood River.	
37	0388	Koontz, William E.	120	"	737 May 1, 1887.	West Branch of Chimney Creek.	
37	0389	Korenko, John, and John Pugel	160	"	154 June 30, 1888.	Willow G. M Spring Creek.	
37	0390	Laidlaw, James	30	"	184 June 30, 1884.	S. Fork Muldoon Creek.	
37	0391	"	20	"	96 Apr. 1, 1885.	Do.	
37	0392	"	110	"	101 May 20, 1885.	Do.	
37	0393	"	60	"	104 June 15, 1885.	Do.	
37	0394	"	50	"	112 Apr. 1, 1886.	Do.	
37	0395	"	160	"	720 June 1, 1888.	Do.	
37	0396	"	160	"	219 Apr. 15, 1896.	Do.	
37	0397	"	160	"	224 June 1, 1897.	Do.	
37	0398	"	160	"	256 Apr. 15, 1901.	Do.	
37	0399	"	60	"	277 Oct. 15, 1902.	Do.	
37	0400	"	800	"	295 July 1, 1905.	Do.	
37	0401	"	All of	"	747 May 12, 1888.	Certain springs.	

Korenko, John,
and John Pugel

Krall, John
See findings #19
rt. abandoned,

Laidlaw, James

E 1/2 of SW 1/4 and SW 1/4 of SE 1/4 of Sec. 13,
and NE 1/4 of NW 1/4 of Sec. 24, T. 1 S., R.
18 E.

NE 1/4 of NW 1/4 of Sec. 22, NE 1/4 of Sec. 22,
W 1/2 of NW 1/4 and SE 1/4 of NW 1/4 of Sec.
23, T. 5 S., R. 14 E., containing 320 acres.

N 1/2 of SE 1/4 and S 1/2 of NE 1/4 of Sec. 27,
T. 2 N., R. 21 E., containing 160 acres. Also,
N 1/2 of SW 1/4 and S 1/2 of NW 1/4 of Sec. 26,
T. 2 N., R. 21 E., except 15 acres. Also, SW
1/4 of SW 1/4 of Sec. 22, SE 1/4 of SE 1/4 and
NE 1/4 of NE 1/4 of Sec. 28, and NW 1/4 of NW
1/4 of Sec. 27, T. 2 N., R. 21 E., containing
160 acres. Also, S 1/2 of SE 1/4 of Sec. 22,
and N 1/2 of NE 1/4 of Sec. 27, T. 2 N., R. 21
E., containing 160 acres. Also, NW 1/4 of
Sec. 13, T. 2 N., R. 21 E., containing 160
acres. Also, N 1/2 of SW 1/4 of Sec. 13, NE
1/4 of SE 1/4 and SE 1/4 of NE 1/4 of Sec. 14,
T. 2 N., R. 21 E., containing 160 acres. Also,
E 1/2 of NE 1/4 and E 1/2 of SE 1/4 of Sec. 26,
T. 2 N., R. 21 E., containing 160 acres. Also,
SW 1/4 of NE 1/4, W 1/2 of SE 1/4, and SE 1/4
of SW 1/4 of Sec. 26, T. 2 N., R. 21 E. Also,
S 1/2 of NE 1/4 and N 1/2 of SE 1/4 of Sec. 22,
S 1/2 of NW 1/4 and N 1/2 of SW 1/4 of Sec. 22,

INFORMATION REQUEST

NAME:

Cindy Smith

DATE:

5-28-98

ADDRESS:

CITY/ZIP:

PHONE:

(please print)

I HAVE REQUESTED TO REVIEW AND/OR OBTAIN COPIES OF THE FOLLOWING DOCUMENTS ON FILE WITH THE DEPARTMENT OF WATER RESOURCES.

ADJUDICATION
CLAIM NUMBERSALLOCATION WATER
RIGHT NUMBERSOTHER
DOCUMENTSA37-02614A37-01153A37-11638A37-11639A37-11641A37-1428937-0115337-14289Copy of complete file
profile report

"

"

"

Copy of Complete file

RESEARCH SUBJECT:

Robert Dwyer Claims

COPIES MADE OF:

10 COPIES OR LESS: FREENUMBER OF COPIES MADE: 69FEES DUE @ \$0.05 PER COPY: \$3.45

OTHER FEES:

RECEIPT NUMBER:

ASSISTING AGENT:

(customer signature)

Albee

DREYER, ROBERT
A37-01153-02614
-11641

1992 FLIGHT
N23 PHOTO

R18E R19E

$$\begin{array}{r} 1318 \\ 2419 \end{array}$$

02 1M4

510L

N

IBL Aff

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. multiple

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Kelly K Christensen

DATE

October 5, 1994 11:16am

CUSTOMER

PAT BROWN Phone # 734-7510

SUBJECT: CONTINUATION OF PREVIOUS CONVERSATION

Rights that he wants copies of are; 37-02614, 37-04159, 37-1153, 37-7872, A37-11638, A37-11639, and A37-11641.

No Adj

MICROFILMED
NOV 22 1996

MEMORANDUM

DATE: 14-Jan-1993

FROM: Loren Holmes 

TO: Glen Saxton

SUBJECT: Walker Transfers, 37-01153A&B, 37-0264

These files are being forwarded with a recommendation that the applications be cancelled or voided because the applicant no longer owns the rights being transferred.

The files contain copies of deeds conveying land and specific water rights from Walker to some of the current owners. The deed information disagrees with the transfers.

The current owners are in dispute among themselves and with Walker as to what should have been conveyed.

Field inspections have revealed that the water system and acreages do not agree with the transfer, although the application proposes to simply make the record agree with the facts.

Walker has left the area and is unresponsive about the applications. He has been notified that the applications would be voided if he took no action.

MICROFILMED

FEB 23 1993