

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 37-2614
Date Received: 10/20/1989
Receipt No: S010244
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: 05/18/1959

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
01S	18E	13	SW	SW	SE	1 BLAINE	
01S	18E	13	NE	SW	SE	2 BLAINE	R ADD 15253
01S	18E	13	NE	NE	NE	3 BLAINE	
01S	18E	13	NE	NE	NE	4 BLAINE	I
01S	18E	13	SW	SE	SW	5 BLAINE	R

5. Description of diverting works:

Artesian well w/control valve, pipeline to sprinklers or to irrigation ditch

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

Artesian well w/control valve, discharge to unnamed stream & then into Willow
Cr.

Point of injection into tributary to Willow Creek

Additional point of re-diversion for north well (pump in Willow Cr., pipeline
to sprinklers)

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	2	450

7. Total Quantity Appropriated is:
2 C.F.S. and/or 450 A.F.A.

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? Yes

13. Other Water Rights Used:

14. Remarks:

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.

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 150 acres within the place of use described above in a single irrigation season.

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.

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 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.

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.

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.

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.

Right No. 37-14289 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

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: License

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: **A37-02614**

Date Received: 10/20/1989

Receipt No: S010244

Received By: OJC FJB

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

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

2. Date of Priority: MAY 18, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

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

5. Description of diverting works:
ARTESIAN WELLS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	2.000		525.00

7. Total Quantity Appropriated is:
2.000 C.F.S. (and/or) 450.00 A.F.A.

8. Total consumptive use is 375.0 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	14.5
			SW	SE		IRR	12.7

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	25.3
			NE	SW	IRR	3.8
					Section Acres	122.8
					Total Acres	150.0

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:
37-01153

14. Remarks:

HIGH GROUND IS IRRIGATED VIA SPRINKLERS FROM THE NORTH WELL, AND THE LOWER GROUND IS IRRIGATED VIA GRAVITY FLOW FROM THE SOUTH WELL. THE SPRINKLERS WERE INSTALLED IN 1978. P/U REFLECTS UN-RECORDED TRANSFER UNDER SEC. 42-1416 IDAHO CODE.

OWNERSHIP CHANGE 2/6/97 TLB

15. Basis of Claim: LICENSE

Water Right Number: 27968



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

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 9/10/96

☐ Signature of Former Owner/Claimant(s): [Signature] Date 9/10/96

(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

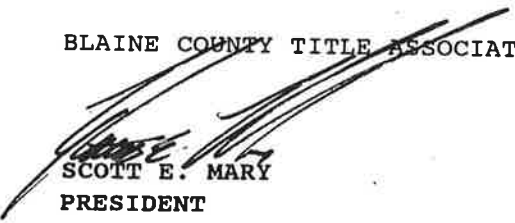
With regards to the above described real estate transaction, please find enclosed the following:

____ 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

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

EXHIBIT 'A'**Appurtenant Water Rights***Att.* No. A37-02614

No. A37-01153

No. A37-14289

Att. No. A37-11638*Att.* No. A37-11639*Att* No. A37-11641

For Value Received GERTRUDE L. PEET, an unmarried woman

the Grantor hereby grants, bargains, sells, conveys and warrants unto ROBERT P. DREYER, ~~MA~~
~~unmarried man~~ a married man as his sole and separate property

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

the following described premises, to-wit:

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

BLAINE CO. REQUEST

OF BLAINE COUNTY TITLE

1996 SEP 12 A 11:15

394343

MARY GREEN, CLERK

FEES \$6⁰⁰ mpp

Deed

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 26, 1996

X Gertrude L. Peet
GERTRUDE L. PEET

State of Colorado

County of Pitkin

ss.

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.

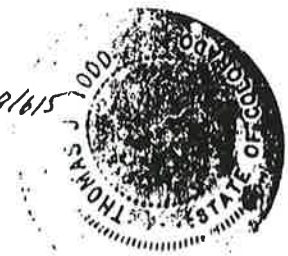
WITNESS MY HAND AND OFFICIAL SEAL.

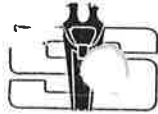
(SEAL)

X Th J Todd
Notary Public

Residing at: 3887 Bushy Ln Red Snowmass Village, CO 81615

Commission Expires: 2/22/98





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

Order No. 96007626
 This form furnished by
 Blaine County Title Associates

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: 161

394345

MARY GREEN, CLERK

FEES \$ 9.00 YMP

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)

Notary Public
 Notary Public

Residing at: 3887 Brushy Ark Rd Snowmass Village CO 81615

Commission Expires: 2/22/99

This Copy For Your Records
DO NOT RETURN

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: A37-02614
Date Received: 10/20/1989
Receipt No: S010244
Received By: J.F. Stanton

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

1. Name: GERTRUDE L. PEET 208-788-9257
Address: 17859 US HWY 20
BELLEVUE ID 83313

2. Date of Priority: MAY 18, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

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

5. Description of diverting works:
ARTESIAN WELLS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	2.000		525.00

7. Total Quantity Appropriated is:
2.000 C.F.S. (and/or) 450.00 A.F.A.

8. Total consumptive use is 375.0 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	14.5
			SW	SE		IRR	12.7

COPY

MICROFILMED
FEB 23 1993
Date: 10/22/92

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	18E	13	SE	SW		IRR	14.5
			SW	SE		IRR	12.7
			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	25.3
			NE	SW		IRR	3.8
			Section Acres				122.8
			Total Acres				150.0

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:
37-01153

14. Remarks:

HIGH GROUND IS IRRIGATED VIA SPRINKLERS FROM THE NORTH WELL, AND THE LOWER GROUND IS IRRIGATED VIA GRAVITY FLOW FROM THE SOUTH WELL. THE SPRINKLERS WERE INSTALLED IN 1978. P/U REFLECTS UN-RECORDED TRANSFER UNDER SEC. 42-1416 IDAHO CODE.

15. Basis of Claim: LICENSE

Water Right Number: 27968

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: _____

COPY

MICROFILMED
FEB 23 1993

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):

Justin L. Paul

Date:

10/21/92

Date:

State of Idaho

)

County of

Lewiston Falls

)

SS.

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

of

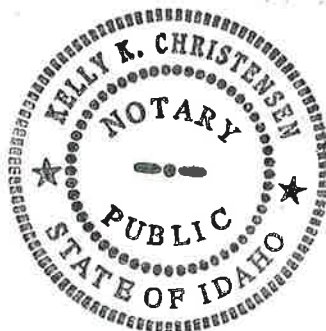
Oct

19

92

Kelly K. Christensen
Notary Public

Seal



Residing at

Kimberly Rd

My Commission Expires

2-2-98

COPY

MICROFILMED
FEB 23 1993



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: 11-17-1989

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

- ☐ 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: A37-02614
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Dee A. & C. Joan Walker
17859 U. S. Hwy. 20
Bellevue, ID 83313
- ☐ New Owner/Claimant (Purchaser): Gertrude L. Peet
- ☐ New Mailing Address: 17859 U.S. Hwy. 20
Bellevue, ID 83313
- ☐ New Telephone Number: () 788 - 9257
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: Deed

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

- ☐ Signature of New Owner/Claimant(s) Gertrude L. Peet Date 10/25/92
Date _____
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
Date _____

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

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

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

MICROFILMED
FEB 23 1993

WARRANTY DEED

For Value Received

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

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

ST. FINNBAR 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 Grantors do hereby covenant to and with the said Grantee, that they the owner 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

ss

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

ss.

MICROFILMED
FEB 23 1993

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

DEED

FOR VALUE RECEIVED,

ST. FINNBAR LAND COMPANY,

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
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

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

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

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: A37-02614
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: MAY 18, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

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

5. Description of diverting works:
ARTESIAN WELLS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.000		450.00

7. Total Quantity Appropriated is:
2.000 C.F.S. (and/or) 450.00 A.F.A.

8. Total consumptive use is 375.0 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	24	NE		NE		IRR	27.0
			NW		NE		IRR	40.0
			SW		NE		IRR	20.0
			SE		NW		IRR	40.0
			NE		SW		IRR	23.0
							Section Acres	150.0
							Total Acres	150.0

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:
37-07872

14. Remarks:
POD LISTED WRONG IN LICENSE. IT SHOULD BE LOCATED IN THE NESW,
SECTION 13 RATHER THAN SWSE, SECTION 13.

15. Basis of Claim: LICENSE
Water Right Number: 27968

16. Signature(s)

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

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s): [Signature] Date: 10/9/88

Date: _____

State of Idaho)
County of TF) SS.

Subscribed and sworn (or affirmed) before me this 19 day
of Oct 19 88 [Signature]
Notary Public

Seal

Residing at TF
My Commission Expires 5/94

MICROFILMED
FEB 23 1993

BELLEVUE SE QUADRANGLE
IDAHO

A37-2614

7.5 Minute Series (Orthophotoquad)

18, 18 E, Sec 13

430 000 FEET

114



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.

Delbert J. [Signature]
Name of Claimant

17859 45 Hwy 20
Post Office Address

Bellvue Id 83313
City, State, Zip Code

Department of Water Resources

Blairstown
County(s) where Place of Use is located

Oct. 1988
Date Claim Originally Due

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
Chair Hand 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.
ADW.

[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.

Director or his designated agent

DAVID B. SHAW

MICROFILMED
FEB 28 1993

D. L. Evans Bank

"Idaho's Hometown Community Bank Since 1904"

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

TIME CLAIMANT/ ATTORNEY	SUBCASE NO.	OBJECTOR/ ATTORNEY	RESPONDENT/ ATTORNEY	DAG/ AGENT	ISSUES	NOTES
					Address; Quantity; POU	
2:15 PM Robert Dreyer, Roger Crist	37-14279 (stk)	Dept. of Lands/ David Stanish	N/A		Ownership—POD; POU	Nick + Jeanie (02N, 18E, Sec. 24) disallowed 5 Ac. irrig. ^{-pipe?} on lands
3:00 PM Robert Dreyer/ James Speck	37-1153B 37-2614 37-14289	Robert Dreyer/ James Speck	CWU/ Albert Barker BWCC/ Craig Hobdey		Quantity in all 3 rights; Plus POU in 37-1153B	who has part A? (Haywards) * doing a chain of title search, may have only purchased a portion of it. (may w/ A Obj.)
3:00 PM Idaho Baptist Convention/ Pro Se	37-4379	1. USFS/ David Negri 2. BLM/ David Negri	N/A		1. Ownership—POD; POU 2. All elements— ownership of mineral estate (geothermal)	Chris + Kelly
3:45 PM Mary Ellen Drashner & Kathryn Allred Gardner/ James Speck	37-4375	Mary Ellen Drashner & Kathryn Allred Gardner/ James Speck	CWU/ Albert Barker BWCC/ Craig Hobdey		Disallowed – Should be recommended	- affidavits (EP) were filed today memory to 1946 for picture + sheep Nick + Jeanie (own neighboring acreages so would move by transfer w/ changing source) 25 Ac instead of 60 Ac. (no commercial use)
3:45 PM Syringa Ranch Trust/ Charles Honsinger	37-4133	Thomas O'Gara/ Paul Arrington	N/A		Disallowed – Should be recommended	Chris + Kelly (concern that pond is still there & will remain even if water moved)

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-1153A V1

WATER RIGHT NUMBER: 37-1153A V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JERRY P HAYWARD 20 TYLER DR BELLEVUE, ID 83313 (208)788-1290
Current Owner	STEPHANIE A HAYWARD 20 TYLER DR BELLEVUE, ID 83313 (208)788-1290
Original 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	NW1/4SE1/4NE1/4	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									21.0			16.0				11.0	48.0

Total Acres: 48

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-1153A V1

Comments:Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: AND
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits: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>
Summary			11/10/2006	amerritt	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Summary	11/3/2006 4:55:25 PM	CFRITSCH	Bulk Copy
POD	11/10/2006 12:11:43 PM	amerritt	Updated shape
POU	11/10/2006 12:13:09 PM	amerritt	Updated shape for Active POU
POU	11/10/2006 12:13:36 PM	amerritt	Updated PLS for Active POU
Summary	11/10/2006 12:21:23 PM	amerritt	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

Water Supply Bank:

D. L. Evans Bank

"Idaho's Hometown Community Bank Since 1904"



WA
RECEIVED

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

Adj. Adj. PD PD PD Adj.
Re: Water Rights 37-1153B, 37-2614, 37-11638, 37-11639, 37-11641, 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

SCANNED

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

OCT 12 2006

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.

1. Water Right No(s): AJ 37-02614, AJ 37-01153, AS 37-14289, PD 37-11638, PD 37-11639, PD 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 20, 2007

6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO

7. Signature(s) (and title if applicable)

X [Signature]

For Office Use Only

Received by _____

Date _____

Fee 9150.00

Receipted by AMB

Date 10-12-06

Receipt No. 6082372

Processed by AJ

Date _____

WR _____

Date _____

COPY

SUPPORT DATA

IN FILE # 37-11638

SCANNED

MAR 06 2007

Instrument # 540311
HAILEY, BLAINE, IDAHO
2006-10-02 03:39:00 No. of Pages: 6
Recorded for : SUN VALLEY TITLE
MARSHA RIEMANN Fee: 18.00
Ex-Officio Recorder Deputy
Index to: MODIFICATION AMEND DEED OF TRUST

Space Above This Line For Recording Data

0521879

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 2, 2006. 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

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated AUGUST 16, 2005 and recorded on AUGUST 17, 2005 (Security Instrument). The Security Instrument was recorded in the records of BLAINE County, Idaho at AS INSTRUMENT # 524700 and covered 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.

2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. **Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) **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 renewal note or other agreement, No. 2551100106/50, dated October 2, 2006, from Mortgagor to Lender, with a maximum credit limit of \$75,000.00, with an initial interest rate of 9.0 percent per year (this is a variable interest rate and may change as the renewal note prescribes) and maturing on September 20, 2007. 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

(Lender Acknowledgment)

State Idaho OF Blaine County OF Blaine ss.
On this 2 day of October, 2006, before me,
Kristi VanEngelen a Notary Public, personally appeared James Kino, known or identified to
me (or proved to me on the oath of _____) to be the Vice President & Branch
Manager of the corporation that executed the instrument or the person who executed the instrument on behalf of
said corporation, and acknowledged to me that such corporation executed the same.

My commission expires: 12/01/2011

Kristi VanEngelen
(Notary Public)



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;**

SCANNED

MAR 06 2007



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 NE 1/4 of the NW 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 1/2" rebar; thence

South 89°54'01" West 1,316.10 feet along the Section line to the N 1/4 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 SE 1/4 of the NE 1/4, E 1/2 SE 1/4 and the NW 1/4 of the SE 1/4 and more particularly described as follows:

SCANNED

MAR 06 2007



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

SCANNED

MAR 06 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

SOUTHERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

March 14, 2007

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303-0087

Re: Notice of Security Interest in a Water Right for Water Rights 37-2614, 37-1153,
37-14289, 37-11638, 37-11639, 37-11641

Dear Party Holding Security Interest:

The Department of Water Resources acknowledges receipt of the Notice of Security Interest in a Water Right you recently submitted on the above water rights. The Department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owners of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department or on the Department's website.

Please feel free to contact this office with any questions you may have.

Sincerely,

Carrie Hahn
Clerk

SCANNED

MAR 14 2007

Cc. ROBERT P DREYER
PO BOX 4917
KETCHUM ID 83340

09/12/2006

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

RIGHT NUMBER: 37-2614

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

SOURCE: GROUND WATER

TRIBUTARY:

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.

QUANTITY: 2.000 CFS
450.000 AFY

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.

Right Nos. 37-2614 and 37-14289 are limited to a total combined diversion rate of 2.00 cfs and to a total combined annual diversion volume of 500.8 AF.

PRIORITY DATE: 05/18/1959

POINT OF DIVERSION:

T01S R18E S13 NENENE Within BLAINE County
T01S R18E S13 NENENE Injection Within BLAINE County
T01S R18E S13 SWSSEW Rediversion Within BLAINE County
T01S R18E S13 NESWSE Rediversion Within BLAINE County
T01S R18E S13 SWSWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 11/01	2.000 CFS 450.00 AFY

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	SENW	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 150 acres within the place of use described above in a single irrigation season.

09/12/2006

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

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

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

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.

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.

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.

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

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.

Right No. 37-14289 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

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.

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.

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.



Idaho Department of Water Resources

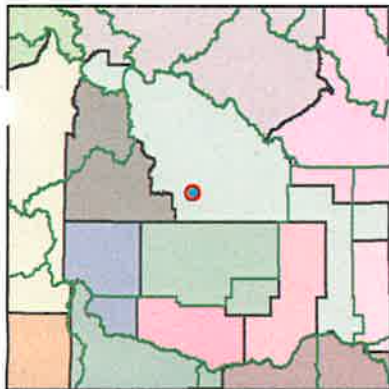
SRBA Recommendation:

37-2614

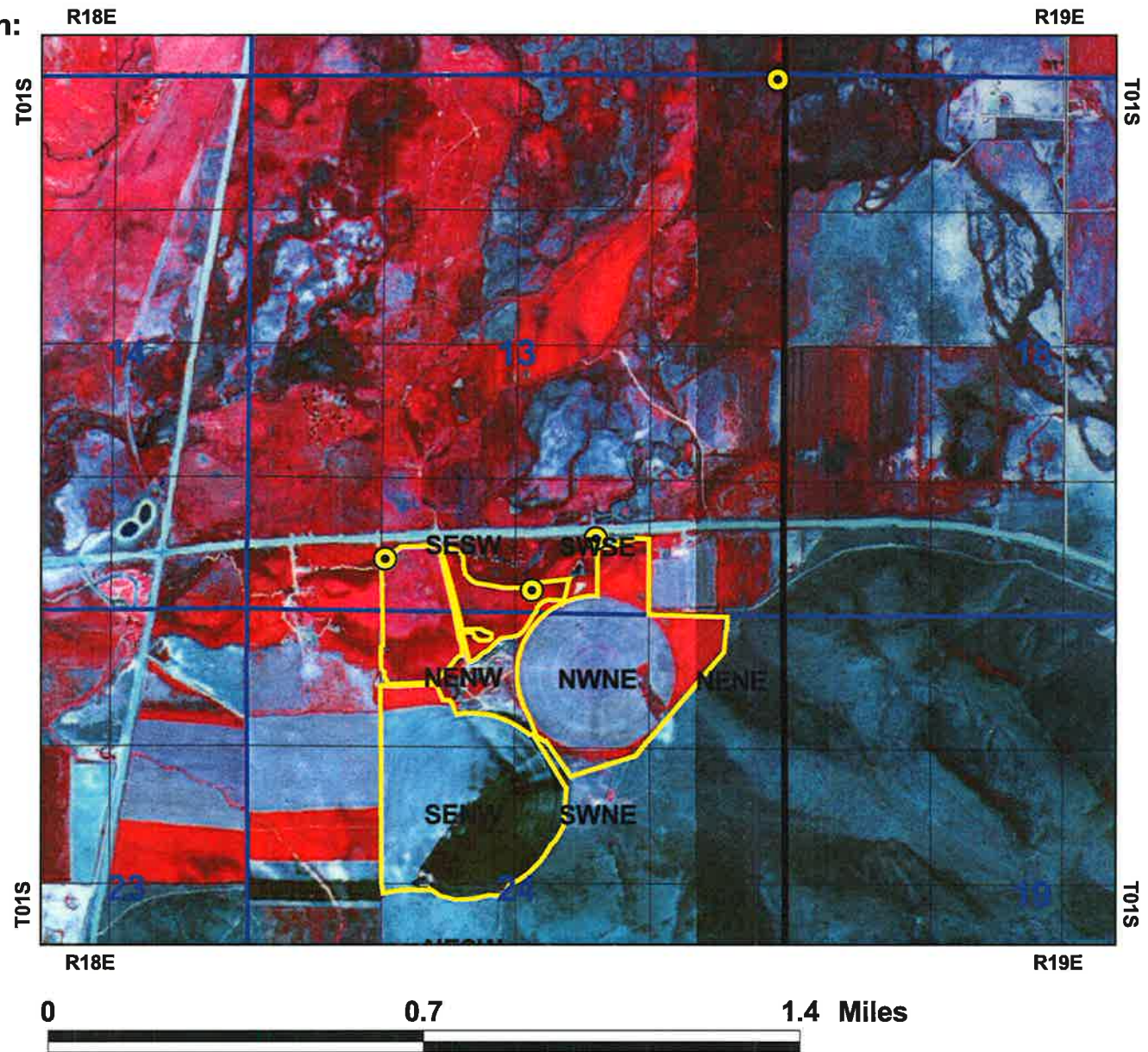
(Irrigation)

Legend

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

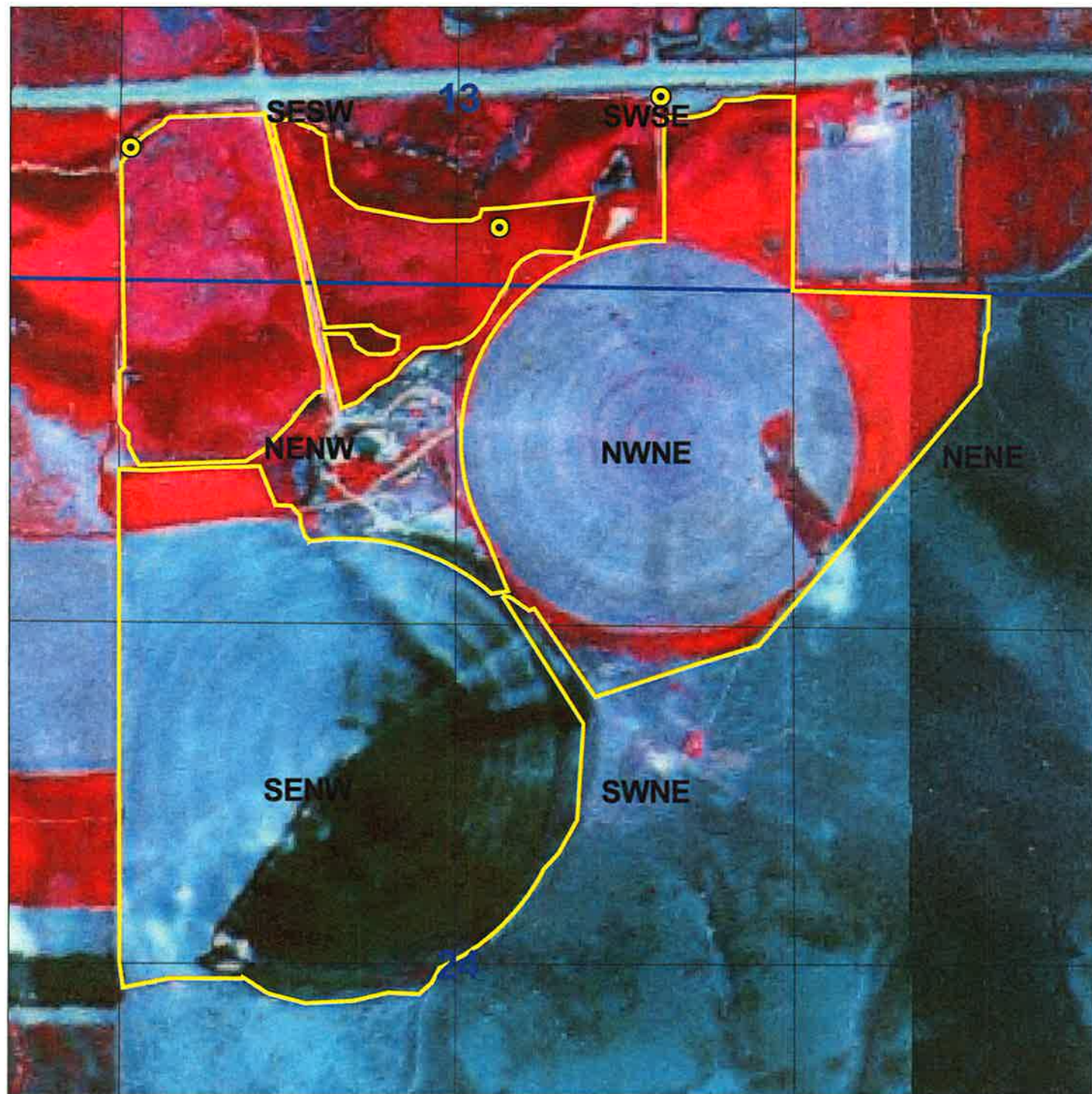


Blaine County
IDWR Basin 37



Prepared by S. Keen
On Tuesday, September 12, 2006
1987/88 Aerial Photography

37-2614





Idaho Department of Water Resources

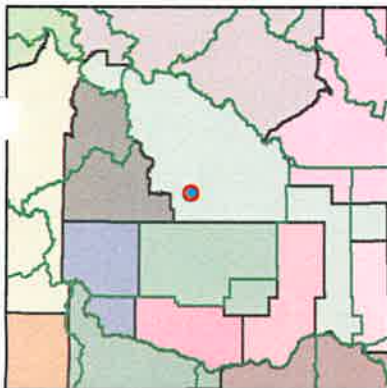
SRBA Recommendation:

37-2614

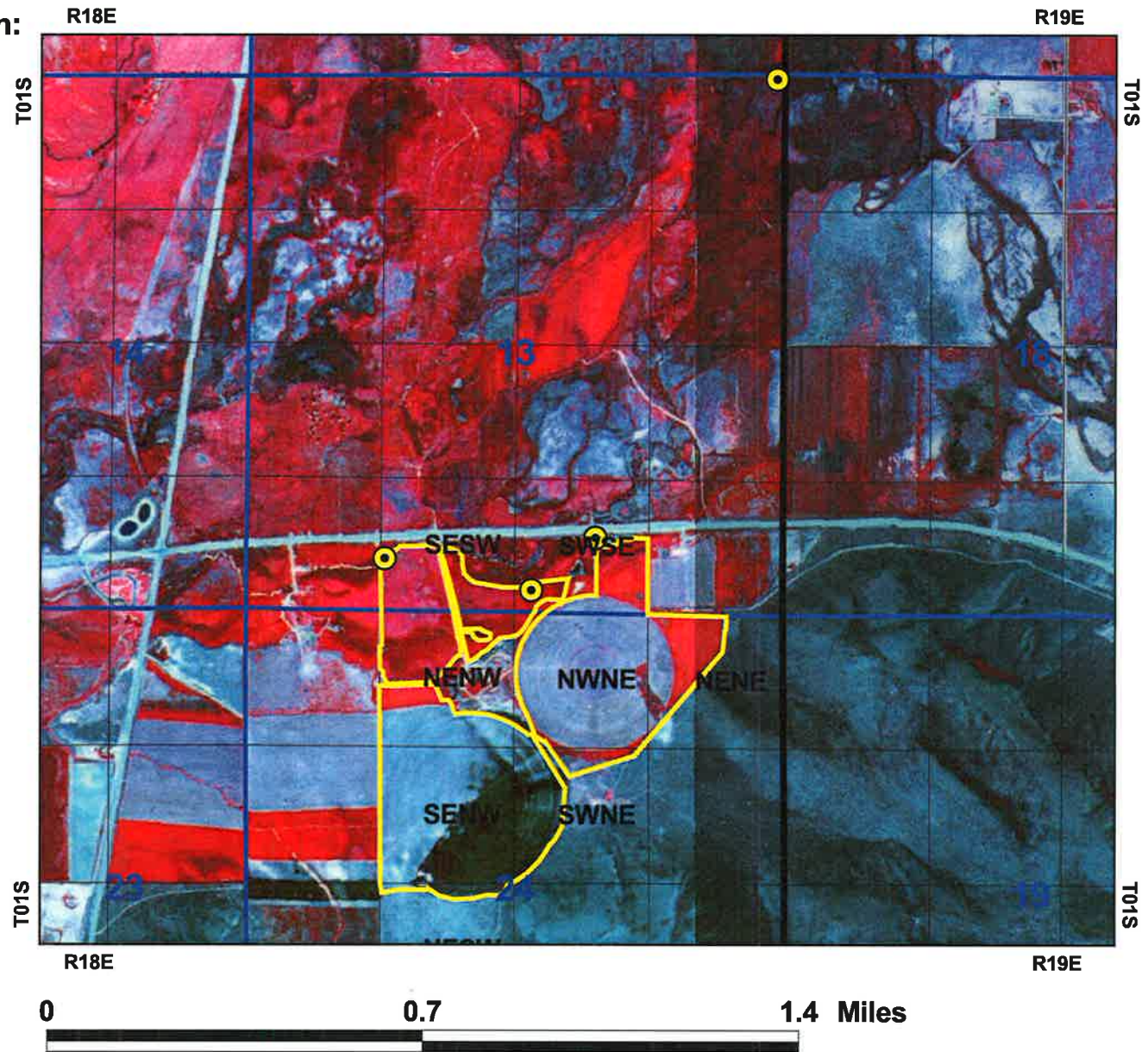
(Irrigation)

Legend

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

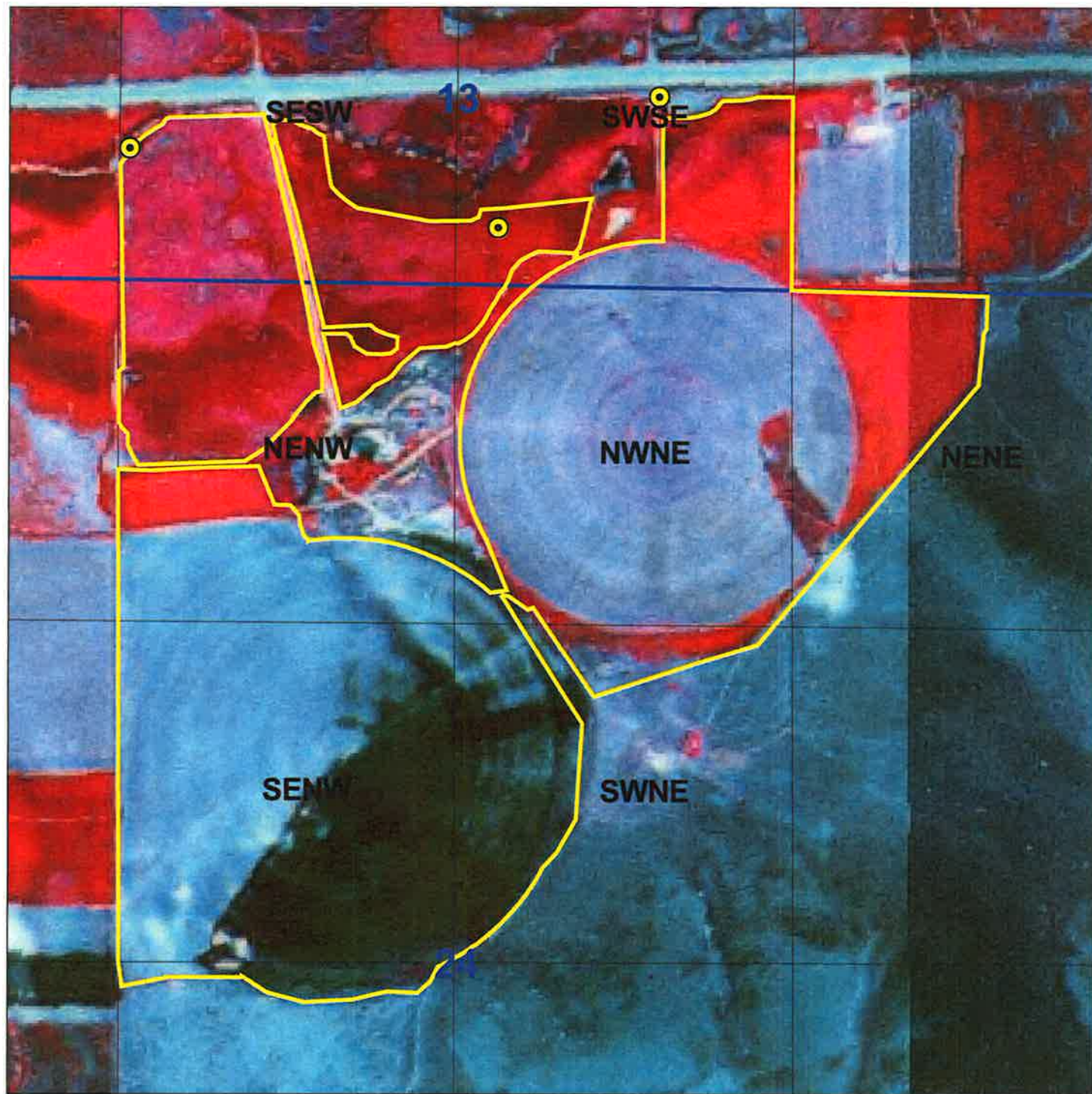


Blaine County
IDWR Basin 37



Prepared by S. Keen
On Tuesday, September 12, 2006
1987/88 Aerial Photography

37-2614



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: 37-2614

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):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 12/1/06 SIGNATURE: *Robert P. Dreyer*
Please print your name: Robert P. DREYER

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

SCANNED



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,

Carrie Hahn
Clerk

enc.
Cc DL EVANS BANK

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUG 26 2005
of Water Resources
in Region

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.

- 11533
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;

W2

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 ¼ line to the center ¼ corner of SECTION 24; thence
South 00°04'31" East 1,322.13 feet along the ¼ line to the center South sixteenth corner marked by a ½" rebar; thence
South 00°05'27" East 1,322.13 feet along the ¼ line to the South ¼ corner of SECTION 24 marked by a GLO brass cap; thence
South 00°06'06" West 1,316.49 feet along the ¼ 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 NE¼ of the NW¼ 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 ½" rebar; thence
South 89°54'01" West 1,316.10 feet along the Section line to the N¼ corner of SECTION 24 and the TRUE POINT OF BEGINNING; thence
South 00°04'59" East 1,316.50 feet along the ¼ 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 ½" 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 SE¼ of the NE¼, E½SE¼ and the NW¼ of the SE¼ and more particularly described as follows:

AR

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

AKD

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 the 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
ROBERT P. DREYER

Individually

ACKNOWLEDGMENT.

(Individual)

Q 17 state Idaho OF August County OF Blaine ss.
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

James A. Kino
(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	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
01S 18E 13	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	27.2
01S 18E 24	13.1	39.4	13.3		27.9			39.8	3.8			14.5			12.7		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, 20 03


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
01S 18E 13	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	27.2
01S 18E 24	13.1	39.4	13.3		27.9			39.8	3.8			14.5			12.7		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, 2003


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

MEMO

FROM: Allen Merritt

DATE: 7/25/2003

TO: Doug Jones

SRBA Files: 37- 2614, 37-14289 in the name of Dreyer
37-4159, 37-20629 in the name of Smith
37-14290 in the name of Stasz

SUBJECT: Field Visit - Measurement of well

In response to a request of the watermaster and complaints of Geoffrey Smith regarding illegal use of ground water by Stasz John Freitag and I visited the well. During the site visit we measured the flow of the well, the diversion to Dreyer and the diversion to Smith. During the site visit Ken Dreyer, Geoffrey Smith, Mark Stasz and Lee Peterson were present at one time and another.

Well: We measured the well using the Fugi meter. We found 1.80 cfs flowing from the well.



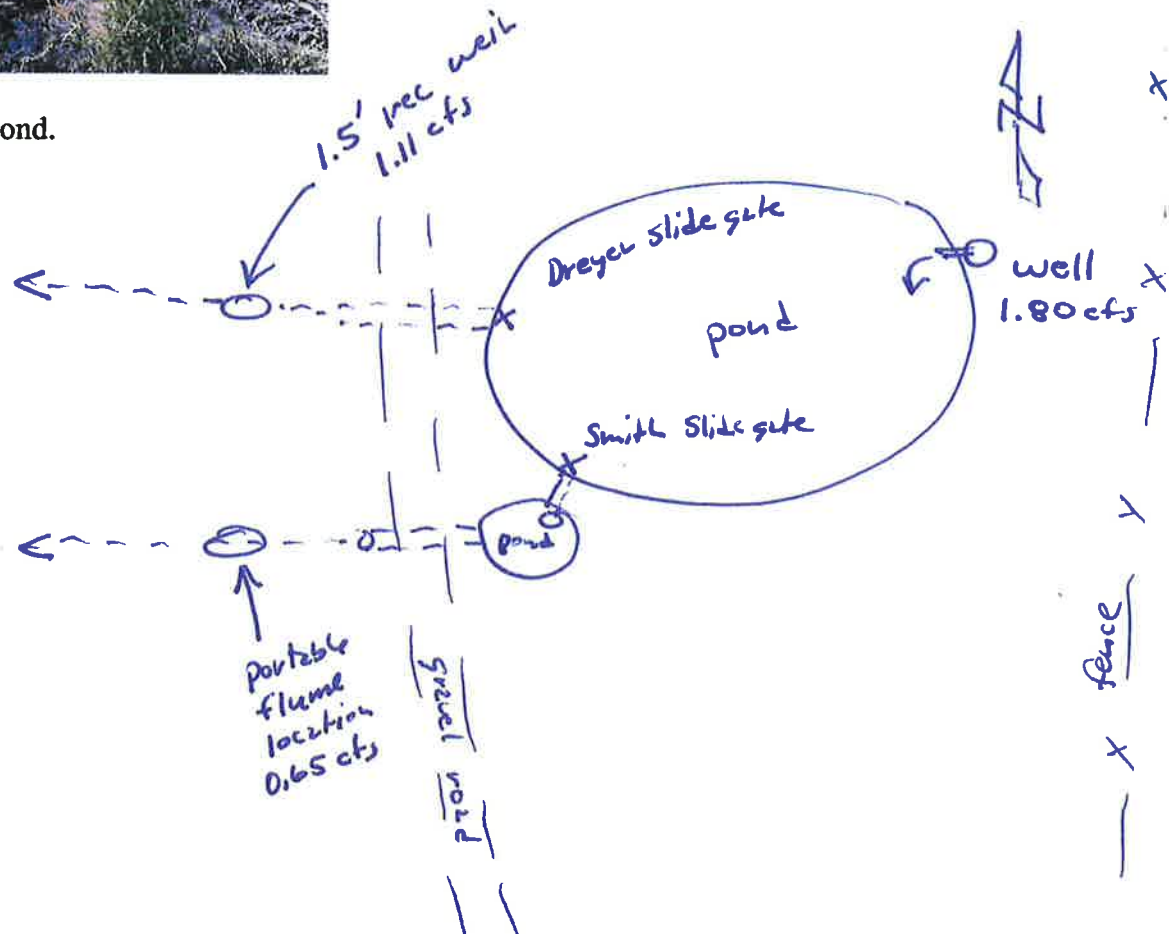
Dreyer Diversion: We measured the Dreyer Diversion from the well using the installed 1.5 foot contracted rectangular weir installed below the pond on a ditch flowing west from the pond which eventually flows into Willow Creek and down to the Dreyer property. We found 1.11 cfs at this diversion.



Slide gate in pond.



Weir below pond.



Smith Diversion: We measured the Smith diversion from the well using a portable ramped flume which was placed in the ditch flowing west from the pond to the Smith property. We found 0.65 cfs flowing in this ditch.



Diversion from pond toward the south.



Small pond south below large pond with flow going west under road.



Portable flume in ditch flowing west.

The dispute arises over the splitting of the water from the well. Mr. Smith contends that Stasz has no right to the use of the well and all use is covered under the Dreyer vs. Smith court case 92-00017 which Stasz was not nor his predecessor party to. Smith indicates he tried to irrigate the Stasz land in the past but was not able to because of the difficulty of gravity distribution of water on the property. He indicated that if the Stasz land has ever been irrigated from ground water it would have had to come from the Pearson well located southwest of this well. He attributes the confusion over the water with past owners of the property and the way the property has been split up.

Stasz has apparently earlier in season put a portable pump in the pond and watered around the pond. He is currently installing an irrigation system on the property which will utilize water in willow creek. (potentially water from the well).

Our office has been hesitant to instruct Stasz not to utilize the well or not to install the irrigation system since the SRBA claims have not yet been fully investigated.

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

423
JAN 28 2002

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

By KJB Clerk
Deputy Clerk

In Re SRBA

Case No. 39576

ROBERT DREYER,

Plaintiff,

vs.

GEOFFREY C. SMITH,

Defendant.

Subcase No. 92-00017

ORDER APPROVING STIPULATION
FOR REGULATION OF WATER RIGHT
CLAIMS UNTIL DIRECTOR'S REPORTS
ARE FILED

Post-It* Fax Note	7671	Date	1/24	# of pages	5
To	Allen	From	Vicki / NPS		
Co./Dept.		Co.			
Phone #		Phone #	327-5458		
Fax #		Fax #			

I.

DESCRIPTIVE SUMMARY

This is an order adopting the stipulation between the parties in the above-captioned subcase, resolving the issues raised in Plaintiff's Verified Complaint.

II.

PROCEDURAL BACKGROUND

1. On May 15, 1998, Robert Dreyer filed a verified complaint seeking a preliminary injunction against Geoffrey C. Smith.

ORDER APPROVING STIPULATION FOR REGULATION OF WATER RIGHT CLAIMS UNTIL
DIRECTOR'S REPORTS ARE FILED - 1

JAN 25 2002 4:56 PM FR BH

2. On May 19, 1998, an order to show cause as to why the preliminary injunction should not issue was issued and hearing set for May 28, 1998. As of May 28, 1998, the parties submitted to the Court a stipulated motion to vacate the hearing.
3. On July 10, 2001, a status conference was held. An additional status conference was held on October 11, 2001 and another Order to Show Cause was issued as of that same date. The show cause hearing was scheduled for January 14, 2002.
4. A *Stipulation for Regulation of Water Right Claims until Director's Reports are Filed* ("Stipulation") executed by the parties involved was submitted to the Court on January 10, 2002. IDWR also concurred with this stipulation as evidenced by the signature of Nicholas Spencer. The Order to Show Cause hearing was thus vacated by order issued January 11, 2002.

III.

ORDER RE: STIPULATION FOR REGULATION OF WATER RIGHT CLAIMS UNTIL
DIRECTOR'S REPORTS ARE FILED

In accordance with the *Stipulation* filed in this above captioned subcase, which is attached hereto and incorporated herein by reference, the Court accepts the written stipulation in its entirety and hereby orders:

1. Smith shall divert no more than .32 cfs, or 16 inches, into his ditch from the artesian well and collector pond located in the NE NE NE. Sec. 12, T. 1 S., R. 18 E., Blaine County, pursuant to SRBA Claim No. 37-04159 and an additional .48 cfs, or 24 inches, into the same diversion system pursuant to the unnumbered claim from the same source with a priority date of June 1, 1959.
2. Dreyer shall divert no more than 2.0 cfs, or 100 inches, into his ditch from said artesian well and collector pond, pursuant to SRBA Claim Nos. 37-02614 and 37-14289. Dreyer

ORDER APPROVING STIPULATION FOR REGULATION OF WATER RIGHT CLAIMS UNTIL
DIRECTOR'S REPORTS ARE FILED - 2

JAN-25 2002 4:57 PM FR BA

ERROSHOL1&SIMPSON44

BOOK IV

shall be entitled to divert this quantity of water prior to Smith's diversion of any additional water under the unnumbered claim referred to in paragraph 1 above.

3. Neither party shall interfere with the other party's diversion and use of water under their respective water right claims, or necessary access to the artesian well and pond, or their respective diversion works and ditches.
4. The parties shall install headgates and rating flumes, or other regulating and measuring devices, at the inlet of their respective ditches, sufficient to regulate and verify the amount of water diverted during the irrigation season. Said regulating and measuring devices shall be set to provide for delivery of water consistent with paragraphs 1 and 2 above and according to the priority of these four rights as claimed, as between those four groundwater right claims. Said regulating and measuring devices shall be installed and verified by an independent engineer, under the supervision of the parties, on or before June 15, 2002. The regulating and measuring devices shall be approved by the Idaho Department of Water Resources and/or the Watermaster for Water District No. 37. Each party shall be responsible for their own costs in installing and maintaining their respective regulating and measuring devices.
5. Adjustments to the regulating and measuring devices shall be made by the Idaho Department of Water Resources, the Watermaster for Water District No. 37, or the Watermaster's agents.
6. Neither party will adjust or interfere with the other party's regulating or measuring devices without prior written approval from the other party and authorization from the Idaho Department of Water Resources, the Watermaster for Water District No. 37, or the Watermaster's agents.

JAN 25 2002 4:57 PM FR DM

7. The parties shall cooperate in filing documents and seeking judicial and administrative approval for interim regulation of the claims consistent with the *Stipulation* pending their investigation, recommendation, and determination in the SRBA.
8. Any water from the artesian well and collector pond in excess of that which is diverted by the parties pursuant to their respective water rights will be allowed to flow to Willow Creek. The parties shall pay the Idaho Department of Water Resources, the Watermaster For Water District No. 37, or the Watermaster's agents for administration according to the rates and charges made by the respective entity for administration within Water District No. 37.
9. Concurrence with the *Stipulation* by IDWR shall not be construed as recognition of the validity of any of the claims listed in paragraphs 1 and 2. The parties agree that the validity of these claims will be determined in the SRBA.
10. The *Stipulation* may be specifically enforced by the parties, as damages at law are not an adequate remedy, by filing for an order to show cause before the presiding judge of the Snake River Basin Adjudication. The parties agree to waive any right to contest the jurisdiction of this Court regarding enforcement of the *Stipulation*. The parties reserve all other rights and remedies. This paragraph shall not be construed as a limitation on such other rights and remedies.
11. The parties shall act consistently and in accordance with all terms and provisions of the *Stipulation*.

IT IS FURTHER HEREBY ORDERED that the action between these two parties identified as subcase 92-00017 is hereby dismissed without prejudice.

ORDER APPROVING STIPULATION FOR REGULATION OF WATER RIGHT CLAIMS UNTIL
DIRECTOR'S REPORTS ARE FILED - 4

JAN 25 2002 4:57 PM FR BH

IT IS SO ORDERED.

DATED 1-28-02

Roger S. Burdick
ROGER S. BURDICK
Presiding Judge
Snake River Basin Adjudication

ORDER APPROVING STIPULATION FOR REGULATION OF WATER RIGHT CLAIMS UNTIL
DIRECTOR'S REPORTS ARE FILED - 5

Patrick D. Brown, ISB # 4413
Patrick D. Brown, P.C.
Attorney at Law
109 S. Adams Street
Jerome, ID 83338
Telephone: (208) 644-1967
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Attorney for Geoffrey C. Smith

Norman M. Semanko, ISB # 4761
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P.O. Box 2139
Boise, ID 83701-2139
Telephone: (208) 336-0700
Facsimile: (208) 344-6034

Attorney for Robert Dreyer

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Case No. 39576)

ROBERT DREYER,)

Plaintiff,)

vs.)

GEOFFREY C. SMITH,)

Defendant.)

Subcase No. 92-00017

STIPULATION FOR REGULATION OF
WATER RIGHT CLAIMS UNTIL
DIRECTOR'S REPORTS ARE FILED

RECEIVED
JUL 23 2003
Department of Water Resources
Southern Region

DESCRIPTIVE SUMMARY

This is a stipulation between the parties in the above-captioned subcase,
resolving the issues raised in Plaintiff's Verified Complaint.

STIPULATION

COME NOW, the Plaintiff, Robert Dreyer, and the Defendant, Geoffrey C. Smith,
in the above-captioned matter, by and through their attorneys of record, and stipulate
and agree as follows:

1. Smith shall divert no more than .32 cfs, or 16 inches, into his ditch from the artesian well and collector pond located in the NE NE NE, Sec. 12, T. 1 S., R. 18 E., B.M., Blaine County, pursuant to SRBA Claim No. 37-04159 and an additional .48 cfs, or 24 inches, into the same diversion system pursuant to the unnumbered claim from the same source with a priority date of June 1, 1959.
2. Dreyer shall divert no more than 2.0 cfs, or 100 inches, into his ditch from said artesian well and collector pond, pursuant to SRBA Claim Nos. 37-02614 and 37-14289. Dreher shall be entitled to divert this quantity of water prior to Smith's diversion of any additional water under the unnumbered claim referred to in paragraph 1 above.
3. Neither party shall interfere with the other party's diversion and use of water under their respective water right claims, or necessary access to the artesian well and pond, or their respective diversion works and ditches.
4. The parties shall install headgates and rating flumes, or other regulating and measuring devices, at the inlet of their respective ditches, sufficient to regulate and verify the amount of water diverted during the irrigation season. Said regulating and measuring devices shall be installed and verified by an independent engineer, under the supervision of the parties, on or before June 15, 2002. The regulating and measuring devices shall be approved by the Idaho Department of Water Resources and/or the Watermaster for Water District No. 37. Each party shall be responsible for their own costs in installing and maintaining their respective regulating and measuring devices.

5. Said regulating and measuring devices shall be set to provide for delivery of water consistent with paragraphs 1 and 2 above and according to the priority of these four rights as claimed, as between those four groundwater right claims.
6. Each party agrees that adjustments to the regulating and measuring devices shall be made by the Idaho Department of Water Resources, the Watermaster for Water District No. 37, or the Watermaster's agents. Neither party will adjust or interfere with the other party's regulating or measuring devices without prior written approval from the other party and authorization from the Idaho Department of Water Resources, the Watermaster for Water District No. 37, or the Watermaster's agents.
7. The parties further agree that IDWR, the Watermaster for Water District No. 37, or the Watermaster's agents are voluntarily consenting to make said adjustments. The parties understand and agree that IDWR, the Watermaster for Water District No. 37, or the Watermaster's agents are under no legal obligation or compulsion to regulate said measuring devices until (1) these claims are recommended or partially decreed in the SRBA and the SRBA Court has entered an order for interim administration pursuant to Idaho Code § 42-1417 or (2) these claims have been decreed and incorporated into a water district organized pursuant to Chapter 6, Title 42, Idaho Code. Additionally, the parties agree that IDWR, the Watermaster for Water District No. 37, or the Watermaster's agents will not regulate delivery of water under these claims in such a manner as to cause injury to other water rights.

8. Each party agrees that, while the water addressed by this Stipulation has its source as groundwater and is not presently regulated by the Watermaster for Water District No. 37, the water is commingled in a pond and, to some undefined extent, its use may impact surface flows in Willow Creek, a stream historically regulated by the Watermaster. Therefore, the parties shall cooperate in filing documents and seeking judicial and administrative approval for interim regulation of the claims consistent with this Stipulation pending their investigation, recommendation, and determination in the SRBA. It is understood and agreed that any water from the artesian well and collector pond in excess of that which is diverted by the parties pursuant to their respective water rights will be allowed to flow to Willow Creek. The parties each agree to pay the Idaho Department of Water Resources, the Watermaster For Water District No. 37, or the Watermaster's agents for administration according to the rates and charges made by the respective entity for administration within Water District No. 37.
9. Each party reserves the right to object to or contest, in the Snake River Basin Adjudication or elsewhere, the other's claims that are identified in paragraphs 1 and 2 above after Director's Reports are filed.
10. Concurrence with the Stipulation by IDWR shall not be construed as recognition of the validity of any of the four claims listed in paragraphs 1 and 2. The parties agree that the validity of these claims will be determined in the SRBA.
11. This Agreement may be specifically enforced by the parties, as damages at law are not an adequate remedy, by filing for an order to show cause before the presiding judge of the Snake River Basin Adjudication. The parties agree to

waive any right to contest the jurisdiction of this Court regarding enforcement of this Agreement. The parties reserve all other rights and remedies. This paragraph shall not be construed as a limitation on such other rights and remedies.

12. If the commencement of any further judicial, administrative, or other legal action is required to enforce the terms of this Stipulation, the offending party shall pay the costs and attorney fees incurred by the other party in pursuing said action.
13. Each party shall pay their own costs and attorney fees incurred to date in the above-captioned subcase.
14. The parties jointly move the SRBA District Court for an order consistent with this Stipulation, including any order for interim regulation of these rights according to this Stipulation.
15. This Stipulation may not be modified, except as agreed to in writing by the parties.
16. Upon entry of an order by the Court consistent with this Stipulation, the parties agree to dismissal of the current action, without prejudice.

DATED this ____ day of January 2002.

PLAINTIFF

DEFENDANT

By: _____
NORMAN M. SEMANKO

By: _____
PATRICK D. BROWN

CONCURRENCE BY IDWR

By _____
NICHOLAS SPENCER

Bob Dreyer

From: "Norm Semanko" <norm@iwua.org>
To: <rp@sunvalley.net>
Sent: Thursday, January 10, 2002 6:24 PM
Attach: StipPDB-Semanko-Spencer1-10-
Subject: Final Agreement
Bob --

Here is what was filed with the SRBA Court around 5:00 today. I'll get you a copy of the fully signed document when I receive it. Unless the Judge has major problems with it (which I don't anticipate), there should be no hearing on Monday.

Sometime relatively soon, we should all sit down with Lee Peterson and discuss implementation of this agreement for the upcoming irrigation season. We'll probably try to get a meeting set up there in Lee's office in the next few months.

Call or e-mail any questions. Thanks.

-- Norm Semanko

05/06/2003

Bob Dreyer

From: "Norm Semanko"
To: <rpd@sunvalley.net>
Sent: Wednesday, June 19, 2002 5:34
Attach: V-notch.pdf; Rect weir.pdf
Subject: Smith-Dreyer measuring devices
 Bob --

These measuring device designs from Brockway look good to me, but let me know what you think. Thanks.

-- Norm

>Delivered-To: iwua.org-norm@iwua.org
 >From: "Charles G. Brockway" <cbrock4@mindspring.com>
 >To: "Patrick Brown" <patbrown@ltlink.com>,
 > "Norman Semanko" <norm@iwua.org>
 >Subject: Smith-Dreyer measuring devices
 >Date: Wed, 19 Jun 2002 11:50:02 -0600
 >X-MSMail-Priority: Normal
 >X-Mailer: Microsoft Outlook, Build 10.0.2627
 >Importance: Normal
 >X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2600.0000
 >
 > & Norm, Here are two pdf files with preliminary drawings of the
 >measuring devices. I evaluated all feasible options, but ended up
 >selecting standard sharp-crested weirs. These are simple, easy to
 >construct, and should work for the long term. The Smith weir will be a
 >V-notch weir, which allows accurate measurements of lower flows (0 to 1
 >cfs). The Dreyer weir will be a standard rectangular weir. I assume the
 >maximum flow of the well is 3.0 cfs (150 inches). The Dreyer weir is
 >designed to carry this entire flow. On 5/31/02, the discharge from the
 >well was 1.16 cfs. Prior to finalizing the drawings, I need to get some
 >elevation shots at the site in order to set the elevations of the two
 >structures. I believe Sliman& Butler can construct these with no problem
 >– we have worked with them on similar projects in the past. The
 >slide gates can be ordered from Waterman, but to reduce the cost I would
 >recommend having the gates fabricated locally. We use a metal fabricator
 >in Kimberly that does a very good job. On the well, I believe the best
 >approach for flow measurement is an in-pipe propeller-type meter such as a
 >McCrometer. This will read flow in cfs and total volume in acre-feet. The
 >only drawback to this type of meter is its longevity – it will
 >typically need to be replaced about every 5 years. The discharge pipe must
 >be full for the meter to operate properly, but at lower flows the pipe does
 >not flow full. Therefore, a gate valve is needed on the end of the pipe to
 >apply slight back-pressure to induce full flow. This will not reduce the
 >discharge from the well as long as the valve is not closed more than
 >needed. Charles G. Brockway, pH.D., P.E. Brockway Engineering, PLLC
 >2016 North Washington Street #4 Twin Falls, Idaho 83301
 >cbrock4@mindspring.com Attachment Converted:
 >"c:\rmcnet\norm\attach\V-notch.pdf" Attachment Converted:

05/06/2003

>"c:\rmcnet\norm\attach\Rect weir.pdf"

2" STEEL C-CHANNEL BOLTED TO WALL

FLOW

3'-0"

6"

1'-6"

8'-0"

STEEL V-NOTCH WEIR PLATE (SEE DETAIL)

A

B

1. DESIGN DISCHARGE RANGE = 0.04 TO 0.60 CFS (2 TO 40 INCHES).
2. DEWATER THE WORK AREA BY SHUTTING OFF THE ARTESIAN WELL AND/OR DIVERTING WATER TO THE OTHER POOL OUTLET AND CONSTRUCTING A COFFER DAM.
3. CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH NOT LESS THAN 3000 PSI.
4. PLACE NO. 4 STEEL REBAR IN CONCRETE AT 12" O.C. EACH WAY.
5. BEDDING FOR STRUCTURE SHALL BE NATIVE GRAVEL AND SAND MATERIAL. NO PEAT, MUCK, OR CLAY IS ALLOWED.
6. ATTACH STEEL WEIR PLATE TO CONCRETE WITH 3/8" STAINLESS STEEL ANCHOR BOLTS.
7. CONCRETE STRUCTURE MUST BE LEVEL WITHIN $\pm 1/8"$.
8. WEIR CREST MUST BE LEVEL TO WITHIN $\pm 1/16"$.
9. STAFF GAUGE ZERO ELEVATION MUST EQUAL WEIR CREST ELEVATION TO WITHIN $\pm 1/16"$.
10. WEIR CREST MUST BE FILED TO A CLEAN EDGE ON THE UPSTREAM AND DOWNSTREAM SIDES.
11. SLIDE GATE SHALL BE EITHER FABRICATED TO ENGINEER'S SPECIFICATIONS, OR SHALL BE A WATERMAN QSR-SFY 30X30 STEEL SLIDE GATE.

5 1/2"

1/2" HOLES LOCATED 2" FROM EDGE

90°

10°

1'-10"

2'-11"

3/16" STEEL PLATE

SLIDE GATE WITH HANDWHEEL,
FABRICATED FROM 1.5-INCH STEEL
ANGLE, MINIMUM 28" GATE THROW,
OUTSIDE GATE WIDTH = 34 INCHES

MAX. WSE AT
 $Q=0.8$ CFS

12" TYPE C STAFF GAUGE SET WITH
ZERO EQUAL TO WEIR CREST ELEVATION

APPROX. WSE ON 5/31/02
($Q = 0.2$ CFS EST.)

ELEV. ????

ELEV. ????

2'-6"

2'-6"

6"

6"

1'-0"

APPROX. EXISTING CHANNEL BOTTOM

PLACE 6" TO 10" ROCK
FOR EROSION PROTECTION

STEEL V-NOTCH WEIR PLATE
(SEE DETAIL)

7'-0"

2'-4"

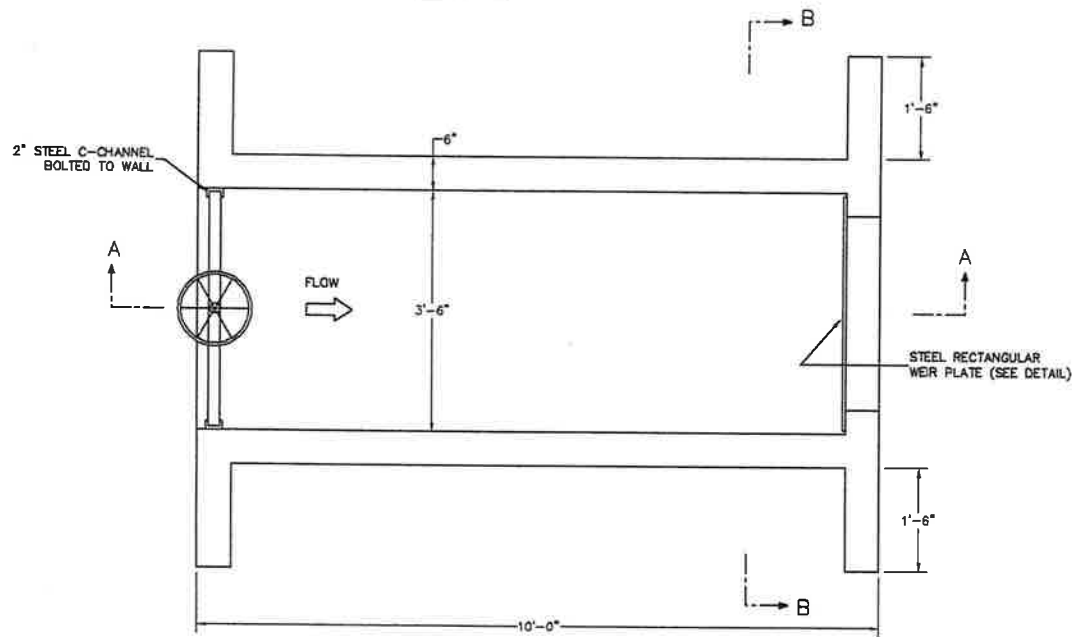
1'-9"

1'-3"

3'-0"

1'-0"

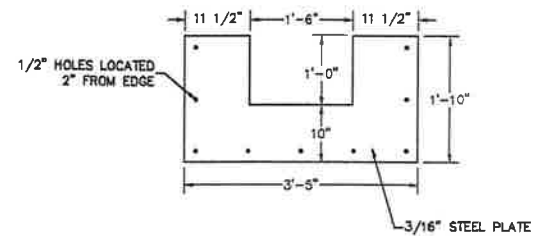
PLAN VIEW



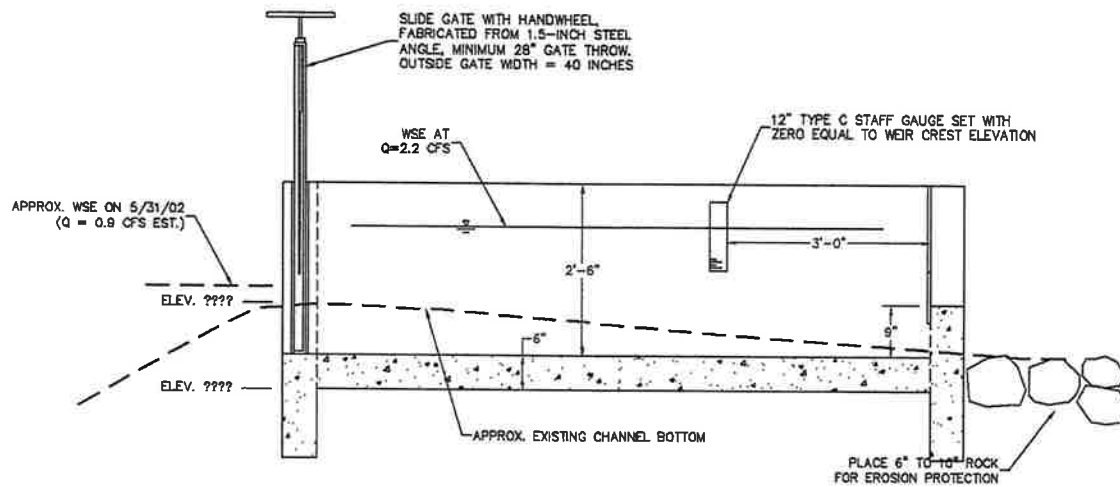
NOTES:

1. DESIGN DISCHARGE RANGE = 0.1 TO 3.0 CFS (5 TO 150 INCHES).
2. DEWATER THE WORK AREA BY SHUTTING OFF THE ARTESIAN WELL AND/OR DIVERTING WATER TO THE OTHER POOL OUTLET AND CONSTRUCTING A COFFER DAM.
3. CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH NOT LESS THAN 3000 PSI.
4. PLACE NO. 4 STEEL REBAR IN CONCRETE AT 12" O.C. EACH WAY.
5. BEDDING FOR STRUCTURE SHALL BE NATIVE GRAVEL AND SAND MATERIAL. NO PEAT, MUCK, OR CLAY IS ALLOWED.
6. ATTACH STEEL WEIR PLATE TO CONCRETE WITH 3/8" STAINLESS STEEL ANCHOR BOLTS.
7. CONCRETE STRUCTURE MUST BE LEVEL WITHIN $\pm 1/8"$.
8. WEIR PLATE CREST MUST BE LEVEL TO WITHIN $\pm 1/16"$.
9. STAFF GAUGE ZERO ELEVATION MUST EQUAL WEIR CREST ELEVATION TO WITHIN $\pm 1/16"$.
10. WEIR CREST MUST BE FILED TO A CLEAN EDGE ON THE UPSTREAM AND DOWNSTREAM SIDES.
11. SLIDE GATE SHALL BE EITHER FABRICATED TO ENGINEER'S SPECIFICATIONS, OR SHALL BE A WATERMAN QSR-SFY 30X30 STEEL SLIDE GATE.

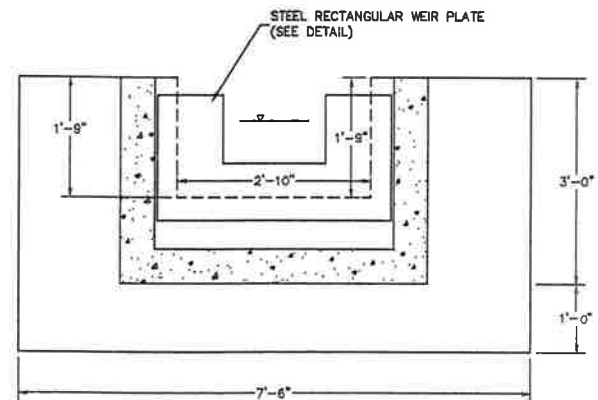
WEIR PLATE DETAIL

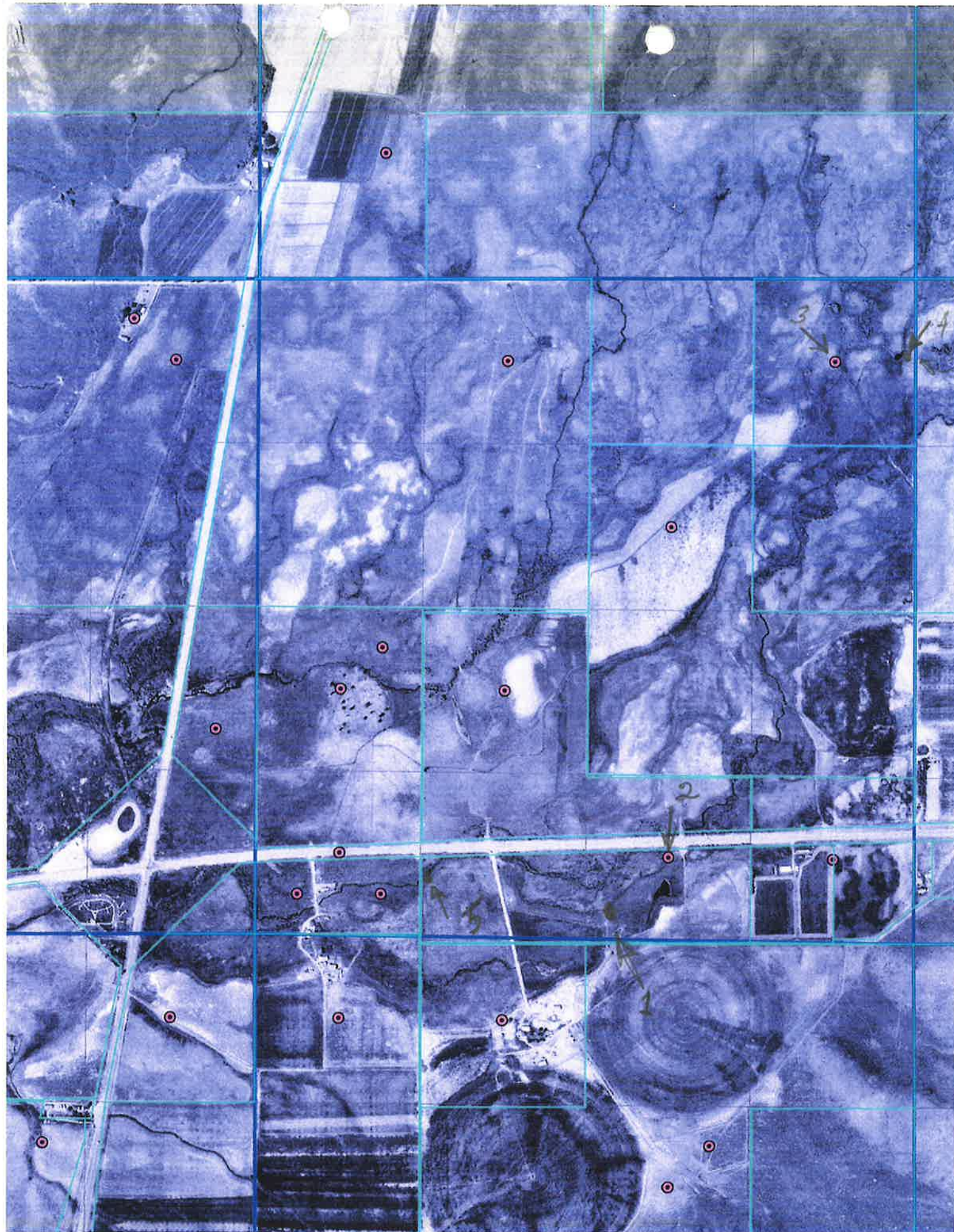


SECTION A-A



SECTION B-B





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: Albee

(customer signature)

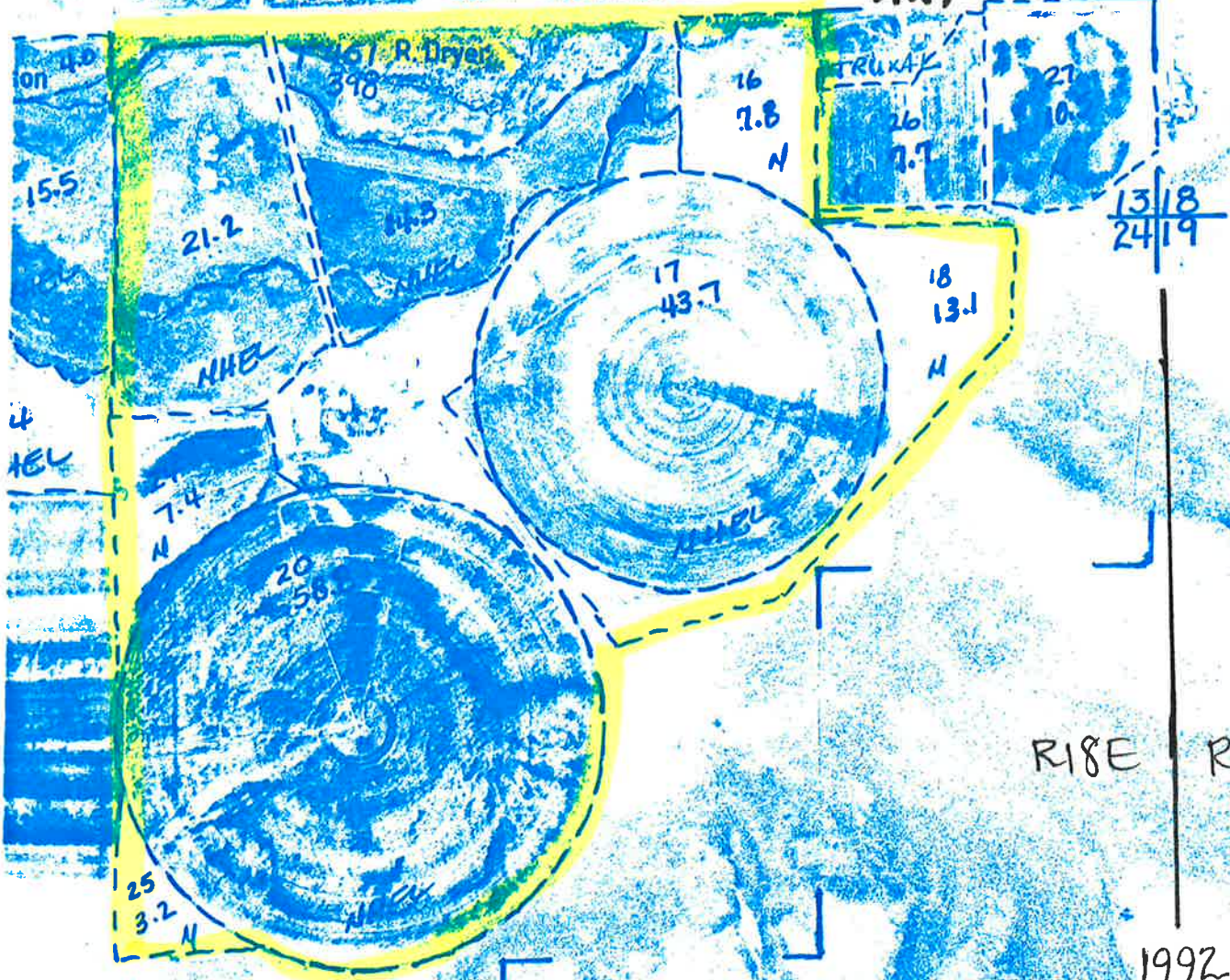
N 2 4 1422

TOIS

N 2

BLAINE

HWY 20



R18E R19E

1992 FLIGHT
NZ3 PHOTO

DREYER, ROBT.
A37-01153, -02614,
-116A1

24 19
25 30



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

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.

filed

NOV 27 1994

INTER-DEPARTMENT MEMO

TO: COMMUNICATIONS - SRBA-FILE

SUBJECT: JEFF SMITH

FROM: FH

DATE: 10-06-1994

REF: PEET; SMITH, J. and SMITH, G. A37-02614 & -01153
-04159, -11638, -11639, and -11641.

A research file in FH file drawer contains copies
of everything done prior to computer close-out
10-04-94, 3³⁰ PM. Smith was to have called
@ 8 AM 10-05-94 for status of remaining work.

FH came in @ 5⁴⁵ AM 10-05-94 to complete AJ
review/prints. Also reviewed w/ Jim Stanton and
KKC to ensure compliance w/ request.

() For your information

() Response required

signature

ccs to A37-02614

RECORDED
27 1996

C. Smith
J. Smith
L. Smith

three...

etc.
Cord...
RHS

RHS

RHS

Represent

109

04 50

POOR ORIGINAL

as read from J. Smith 10-04-94 3:20 PM 77

NOV 27 1998

September 4, 1994

J E U E U V

OCT 04 1994

Department of Water Resources
Southern Region Office

Department of Water Resources
Southern Region
222 Shoshone Street. East
Twin Falls, ID 83301

RE: REQUEST FOR WATER RIGHTS DOCUMENTATION

Dear Sirs:

This letter is to request copies of all information concerning the property currently owned by Gertrude Pete, Geoffrey (Jeff) Smith and Gregory Smith, located south of Bellevue on Highway 20 in Blaine County. Please provide any and all information from both the paper and computer files concerning the following:

- A. Drilling permits
- B. Drillers reports
- C. License files
- D. Adjudication files

We request this information under the Public Writings Act. We agree to pay any reasonable copying costs incurred for producing the requested documents.

Please include a letter stating that the information you are providing constitutes a true and complete file. Thank you.

Sincerely,


Jeff Smith

ORIGINAL

EX-100-111-21
NOV 27 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

October 5, 1994

TO WHOM IT MAY CONCERN;

I HAVE PROVIDED PAT BROWN WITH COPIES OF ALL OF THE ORIGINAL DOCUMENTS CONTAINED WITHIN ADJUDICATION FILES, A37-02614, A37-04159, A37-1153, A37-11638, A37-11639, AND A37-11641 AS OF THIS DATE.

JIM STANTON HAS PROVIDED COPIES OF WATER RIGHT INFORMATION CONTAINED ON MICROFICHE THAT IS PERTINENT TO THE ABOVE RIGHTS. *

Kelly K Christensen
Sr Water Resource Agent

* -01153

* and cc of WRKFR transfer files per
discussion 10-04-94
10-05-94 #

RECORDED
NOV 27 1998

TO: Allen Merritt
DBS

DBS

Norman

ROSHOLT, ROBERTSON & TUCKER

Chartered
ATTORNEYS AT LAW

JOHN A. ROSHOLT
J. EVAN ROBERTSON
JAMES C. TUCKER
GARY D. SLETTE
JERRY V. JENSEN
BRUCE M. SMITH
GARY L. QUIGLEY
JOHN K. SIMPSON
PATRICK D. MADIGAN
PAUL W. SAMUELSON
TIMOTHY J. STOVER
NORMAN M. SEMANKO
ERIK P. SMITH

Twin Falls Office
142 3rd Ave. North
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700
FAX (208) 736-0041

Boise Office
1221 WEST IDAHO, SUITE 600
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6034

April 17, 1995

RECEIVED

APR 18 1995

Department of Water Resources

RECEIVED

MAY 03 1995

Patrick D. Brown
Hepworth, Lezamiz & Hohnhorst
P.O. Box 389
Twin Falls, ID 83303-0389

Department of Water Resources
Southern Region

Re: Gertrude Peet/Geoffrey Smith

Dear Pat:

Our client, Gertrude Peet, is in the process of attempting to finalize a lease of her ranch, located near Timmerman Hill in Blaine County. As a new lessee is likely to start irrigating the property in the near future, this letter is meant to once again advise your client, Geoffrey Smith, of our client's rights regarding the well from which they both divert water. See Letter of September 21, 1994 from Thomas J. Ryan to Geoffrey C. Smith. We want to avoid the type of conflicts that have occurred in the past:

In sum, Geoffrey Smith may not: (1) divert more water from the well than he is entitled to; or (2) interfere with Gertrude Peet, or her lessee, when accessing, maintaining, or repairing the well, ditch or other irrigation works located between the well and the Peet ranch.

1. Diversion of Water from the Well

Gertrude Peet, by virtue of Water Right No. 37-02614, has a licensed right to receive 2.0 cfs, or 100 inches, of water under a priority date of May 18, 1959. In large part, this right is served by the well in question. Geoffrey Smith has a statutory claim, A37-04159, with a priority date of April 1, 1955, totaling .32 cfs. As a result, any diversion by Smith in excess of .32 cfs, and irrigation in excess of 16 acres, is unauthorized.

Exceeding the .32 cfs limit will result in a request to the Idaho Department of Water Resources (IDWR) for a cease and desist order, a request for injunctive relief from the Snake River Basin Adjudication (SRBA) District Court, and/or pursuit of criminal violations with the Blaine County Prosecuting Attorney.

RECORDED
MAY 27 1995

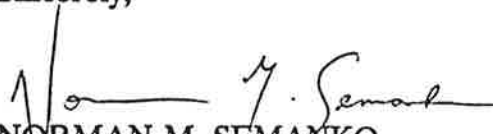
Patrick D. Brown
April 17, 1995
Page 2

2. Access, Maintenance and Repair of the Well, Ditch and Other Irrigation Works

The deed conveying the ranch to Gertrude Peet conveys all water and ditch rights appurtenant to and used in connection with the property. There also exists an implied easement. This includes the right to access, repair and maintain the well, ditch and other irrigation works. Again, interference with these rights will result in a request to IDWR, the SRBA Court, and/or the Blaine County Prosecuting Attorney for relief.

As before, we remain open to any negotiations or discussions regarding this matter. Certainly, we have tried to foster such talks over the past several months. However, in the meantime, we must again insist that your client refrain from interfering with the rights of Gertrude Peet, as set forth above.

Sincerely,


NORMAN M. SEMANKO

04179501.NMS

cc: Keith Higginson, Director, Idaho Department of Water Resources
Lee Peterson, Watermaster, District 37 and 37M
Fritz Haemmerle, Blaine County Prosecuting Attorney
Geoffrey Smith
Gertrude Peet

RECORDED
APR 27 1995

RECEIVED

OCT 22 1992

Department of Water Resources
Southern Region Office

Dept of water Resources
To whom it may concern

In reference to claim A37-02614 I would like to protest this claim as it stands. The well that this water comes from lies in the middle of my property. In the past one owner owned it all. It has since been subdivided. We have over the past three years been irrigating out of this well. The new owner is now trying to claim all the water out of this well. When I purchased this property I was told there was sufficient water and that a transfer was in the process of being made. Due to some clerical errors we are now being excluded from our right for water. If we cannot use any water for irrigating then I do not need any ditches across my land. With no ditches there is no way to deliver the water, and with no easement I do not have to allow the ditches.

Sincerely
George Litz

P.O. Box 406

Fairfield, ID 83327

764-2118

MICROFILMED
FEB 23 1993

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

Water Right Number - 37-02614

Adj. Flag Translation: Standard Water Right Number

Old (D) Number - 27968

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

*** C - CURRENT OWNER ***
WURST

HENRY L.

1 -
2 -
3 -
City- GANNETT
Phone -

State- ID Zip- 83329

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
05/18/1959 17 L - LICENSE

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

Point of Diversion						
Twn	Rng	Sec	Tract	Lot	RFlg	County
01S	18E	13	NE NE		(13)	BLAINE
01S	18E	13	SW SE		(13)	BLAINE

Code	Description	Water Use		Diversion Rate	Diversion Volume
		Period From	Period To		
01 - IRRIGATION		04/01	11/01	2.000	450.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
2.000 450.00

Place of Use								
Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
01S	18E	24	NE NE		27.0	01	IRRIGATION	(13) BLAINE
01S	18E	24	NW NE		40.0	01	IRRIGATION	(13) BLAINE
01S	18E	24	SW NE		20.0	01	IRRIGATION	(13) BLAINE
01S	18E	24	SE NW		40.0	01	IRRIGATION	(13) BLAINE
01S	18E	24	NE SW		23.0	01	IRRIGATION	(13) BLAINE

Total Acres: 150.0

+ - - Diversion Means -

+ - Non-Irrigation Use -

+ - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
No Remarks found.

Proof Due Date	-	00/00/0000	Field Exam Made	-	00/00/0000	Field Exam Fee	-	
Approved/Denied	-	00/00/0000	Protested Date	-	00/00/0000	Swan Falls	-	
Proof Made Date	-	00/00/0000	Hearing Date	-	00/00/0000	Temporary Right	-	P
Start Work Date	-	00/00/0000	Verified Date	-	05/06/1985	DLE/Carey Act	-	
Order Show Cause	-	00/00/0000	Receipt Number	-		Water District	-	
Licensed Date	-	05/15/1979	Appl Received	-	00/00/0000	Transfer/Amended	-	
Decree Date	-	00/00/0000						

MICROFILMED
FEB 23 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Dee Walker Phone 788-5420Post Office address P.O. Box 525, Bellevue, ID 83813

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
- Show how the ground has always been irrigated with this right.

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>37-02614A</u>	<u>S-18-1959</u>	<u>0.32 cfs</u>	<u>Irrig.</u>	<u>4-18</u> to <u>11-1</u>
<u>37-02614B</u>	<u>"</u>	<u>0.58 cfs</u>	<u>"</u>	<u>"</u> to <u>"</u>
<u>A37-02614A</u>	<u>"</u>	<u>0.32 cfs</u>	<u>"</u>	<u>"</u> to <u>"</u>
<u>A37-02614B</u>	<u>"</u>	<u>0.58 cfs</u>	<u>"</u>	<u>"</u> to <u>"</u>

2. Total amount of water being transferred
- 0.90
- cubic feet per second and/or _____ acre-feet per annum.

3. Source of water
- Groundwater
- tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	NE	13	1S	18E	Blaine	Part A Well
		SW	SE	"	"	"	"	Part B Well

5. 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	
15	18E	13	3			13												16	
15	18E	13												16		8		24	
		24		1			4											5	

MICROFILMED
FEB 23 1993

PART 1

6. General Information:

a. Description of diversion system Two separate artesian wells, gravity irrigation

b. 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.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Land will be irrigated with surface water. Some will no longer be irrigated.
Overall, the number of irrigated acres will not increase thru the transfer process

d. Remarks:

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 _____

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. 37-02614 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 ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority 5-18-1959

5. Water is used for the following purpose:

amount 2.0 cfs for Irrig. purposes from 4-1 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 2.0 cubic feet per second and/or 450 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	NE	13	15	18E	Blaine	229" well
		SW	SE	"	"	"	"	40" well

8. 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	
15	18E	~~24~~																	
		24	27	40	20					40	23								150

Total acres 150

9. Describe any other water rights used for the same purpose as described above None, Permit 37-7872 on adjacent

land

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

No Yes

If yes, describe Much of the licensed ground was never actually irrigated.

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	

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. A37-02614 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 Groundwater tributary to _____4. Date or priority 5-18-1959

5. Water is used for the following purpose:

amount 2,0 cfs for Irrig. purposes from 4-1 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 2,0 cubic feet per second and/or 450 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	NE	13	15	18E	Bldine	228" well
		~~SW~~	~~SE~~	"	"	"	"	40" well
		NE	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	24	27	40	20					40	23								150

Total acres 150

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

PART 2

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
Yes If yes, describe Much of the licensed ground was never actually irrigated.

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

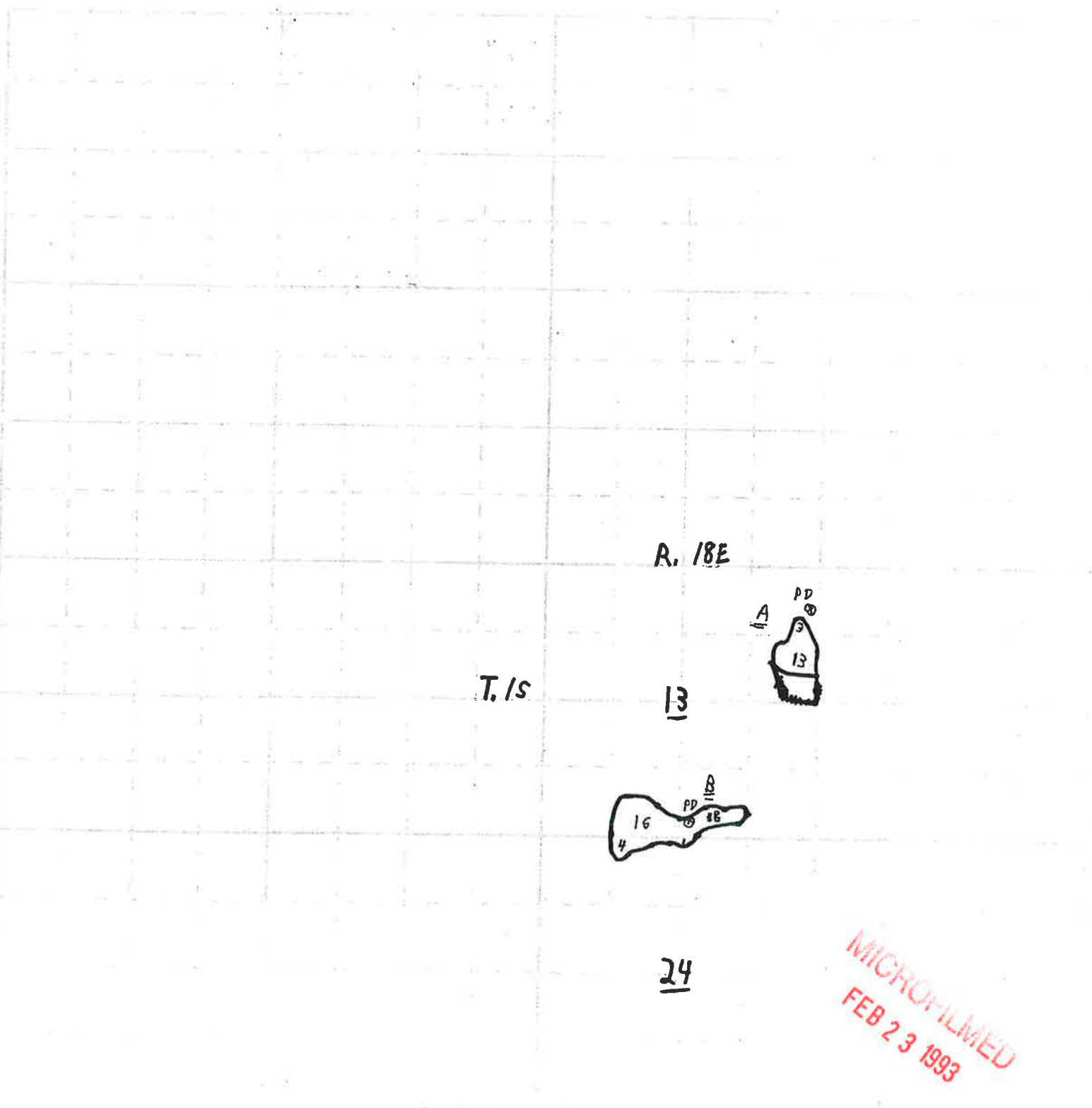
3. Lands irrigated or place of use:

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	

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION 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.



PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				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 attachments

Received by JF Stanton Date 7-20-90 Protest filed by _____

Prelim. check by _____ Fee \$50, 50/2506

Receipted by JF Stanton Date 7-20-90

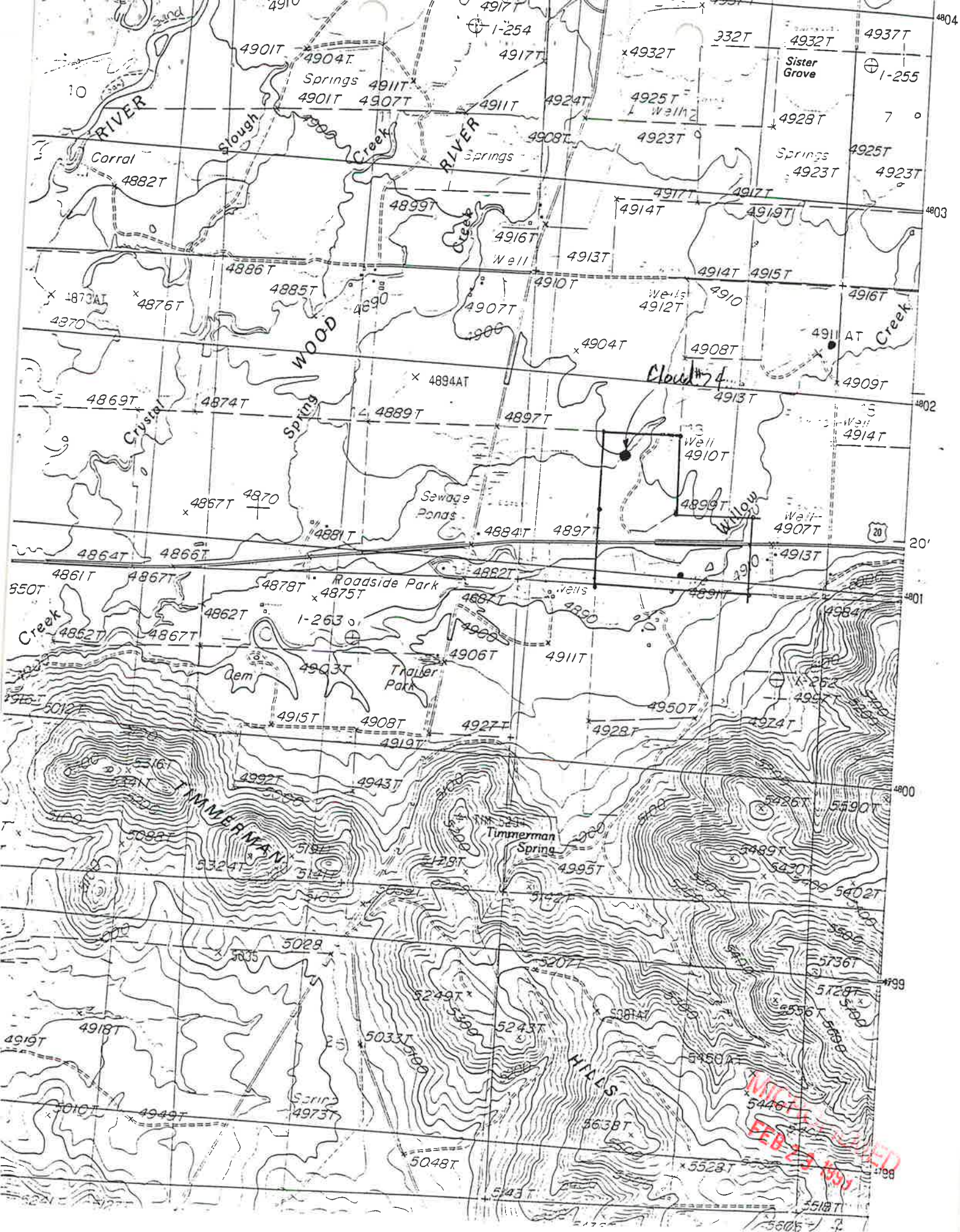
Published in Wood River Journal Copies of protest forwarded by _____

Pub. dates 7/3 & 10/10/90 Hearing held by _____ Date _____

Watermaster recommendation requested on 9/21/90 Recommended for ☐ approval ☐ denial

_____ rec'd. 9/28/90 by _____

Copy of transfer sent to lien holder _____



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



0 100M 0 100yd

Image courtesy of the U.S. Geological Survey



0 200M 0 200yd

Image courtesy of the U.S. Geological Survey
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<u>Basin</u>	<u>Sequence</u>	<u>Suf</u>	<u>Basis</u>	<u>Priority</u>	<u>Date</u>	<u>Rate(cfs)</u>	<u>Source</u>	<u>Water Use</u>	<u>Owner(s)</u>	<u>Source Table</u>
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37	2614		License		5/18/1959	2	GROUND W. IRRIGATIC DREYER, ROBERT P			Aj Claim
37	20629		Beneficial U.		6/1/1959	0.48	GROUND W. IRRIGATIC SMITH, GEOFFREY C			Aj Claim
37	14290		Beneficial U.		5/18/1959	0.4	GROUND W. IRRIGATIC STASZ, MEAGAN R		STASZ, MARK A ;	Aj Claim
37	4159		Statutory C.		4/1/1955	0.32	GROUND W. IRRIGATIC SMITH, GEOFFREY C			Aj Claim

37	2386 C		License		5/27/1919	0.4	UNNAMED S IRRIGATIC STASZ, MEAGAN R		STASZ, MARK A ;	Aj Claim
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<u>Ba</u>	<u>Seque</u>	<u>Suf</u>	<u>Basis</u>	<u>Status</u>	<u>Right ID</u>	<u>Priority D</u>	<u>Rate(cfs)</u>	<u>Volume(af</u>	<u>Source</u>	<u>Water Use(s)</u>	<u>Owner(s)</u>	<u>Version</u>	<u>Source Ta</u>	<u>App.ID</u>
37	2386		License	Active	248609	5/27/1919	1.2		UNNAMED S	IRRIGATION	PEARSON, JOYCE W	wrAdjudicationClaim		
37	2386	B	License	Active	397514	5/27/1919	0.53	92.6	UNNAMED S	IRRIGATION	SMITH, GEOFFREY C	wrAdjudicationClaim		
37	2386	C	License	Active	397515	5/27/1919	0.4	69.8	UNNAMED S	IRRIGATION	STASZ, MARK A (Cur	wrAdjudicationClaim		
37	2614		License	Active	559414	5/18/1959	2	450	GW	IRRIGATION	DREYER, ROBERT P	wrAdjudicationClaim		
37	4159		Statutory C	Active	287736	4/1/1955	0.32		GW	IRRIGATION	SMITH, GEOFFREY C	wrAdjudicationClaim		
37	14289		Beneficial I	Active	559415	4/15/1978	0.29	50.8	GW	IRRIGATION	DREYER, ROBERT P	wrAdjudicationClaim		
37	14290		Beneficial I	Active	193130	5/18/1959	0.4	70	GW	IRRIGATION	STASZ, MARK A (Cur	wrAdjudicationClaim		
37	20629		Beneficial I	Active	558313	6/1/1959	0.48		GW	IRRIGATION	SMITH, GEOFFREY C	wrAdjudicationClaim		
					system total		3.49							
37	2386	A		See Rema	193128	5/27/1919	0.93	164.4	UNNAMED S	IRRIGATION			wrAdjudicationClaim	
37	2386		License	Active	38762	5/27/1919	1.2		UNNAMED S	DOMESTIC, IRI	STEHN, FRED (Curre	wrWaterRight		
37	2614		License	Active Trar	39010	5/18/1959	2	450	GW	IRRIGATION	WURST, HENRY L (C	wrWaterRight		
37	4159		Statutory C	Active	39754	4/1/1955	0.32		GW	IRRIGATION	WURST, JOE (Curren	wrWaterRight		
37	2614			Closed	190909	5/18/1959	2	450	GW	IRRIGATION			xrFromAdj(	69843
37	2614			Closed	559414	5/18/1959	2	450	GW	IRRIGATION			xrToAdjCla	69843
37	14289			Closed	193129	4/15/1978	0.29	50.8	GW	IRRIGATION			xrFromAdj(	69843
37	14289			Closed	559415	4/15/1978	0.29	50.8	GW	IRRIGATION			xrToAdjCla	69843