

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: **A37-07176**
Date Received: 10/12/1988
Receipt No: M001559
Received By: _____

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

1. Name: FRANCIS D HALVERSON . 208-788-4985
Address: BOX 944
HAILEY ID 83333
AND/OR
Name: MARCIA L KENT 208-788-4985
Address: BOX 944
HAILEY ID 83333
AND/OR
Name: MICHAEL T HALVERSON 208-788-4985
Address: BOX 944
HAILEY ID 83333

2. Date of Priority: NOV 24, 1972

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	17E	13	NW	SE	SE	4	BLAINE

5. Description of diverting works:
6" WELL 42' DEEP 1 HP. SUB PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.060		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/4 APARTMENTS.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	13	SE	SE	4	DOMEST	

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:
NONE.

14. Remarks:

OWNERSHIP CHANGE MADE BY 5-25-94 BY TLB

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

JAN 28 1994

Department of Water Resources
Southern Region Office

DATE OF CLOSING: 7-24-89

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

LEGAL DESCRIPTION OF PROPERTY: Township 4N. Range 17E.
Section 13, 1/4 of 1/4 of 1/4 Govt. Lot 4, 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: 37-7176

☐ Name and Address of Former
Owner/Claimant(s)(Seller): Alfred C. Fidler
5399 Newcastle Drive
Boise, ID 83712

☐ New Owner/Claimant
(Purchaser): Francis O Halverson / Marcia L. Kent / Michael T. Halverson

☐ New Mailing Address: Box 944
Hailey, ID 83333

☐ New Telephone Number: (208) 788-4985

☐ 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: Deed of TRUST

(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): Michael T. Halverson Date 1/23/94
Marcia L. Kent Date 1/24/94

☐ 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
OCT 25 1994

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: A37-07176

Date Received: 10/12/1988

Receipt No:

Received By: J. R. MOORE

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ALFRED CLARK FIDLER 208-726-3412
Address: P.O. BOX 89
KETCHUM, ID 83340

AND/OR

Name: JEANNIE L. FIDLER 208-726-3412
Address: P.O. BOX 89
KETCHUM, ID 83340

2. Date of Priority: NOV 24, 1972

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	13	NW	SE	SE	4	BLAINE

5. Description of diverting works:
6" WELL 42' DEEP 1 HP. SUB PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.060		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/4 APARTMENTS.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	13	SE	SE	4	DOMEST	

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:
NONE.

14. Remarks:

15. Basis of Claim: LICENSE

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): Jeannie L. Fidler Date: Oct. 13, 88
_____ Date: _____

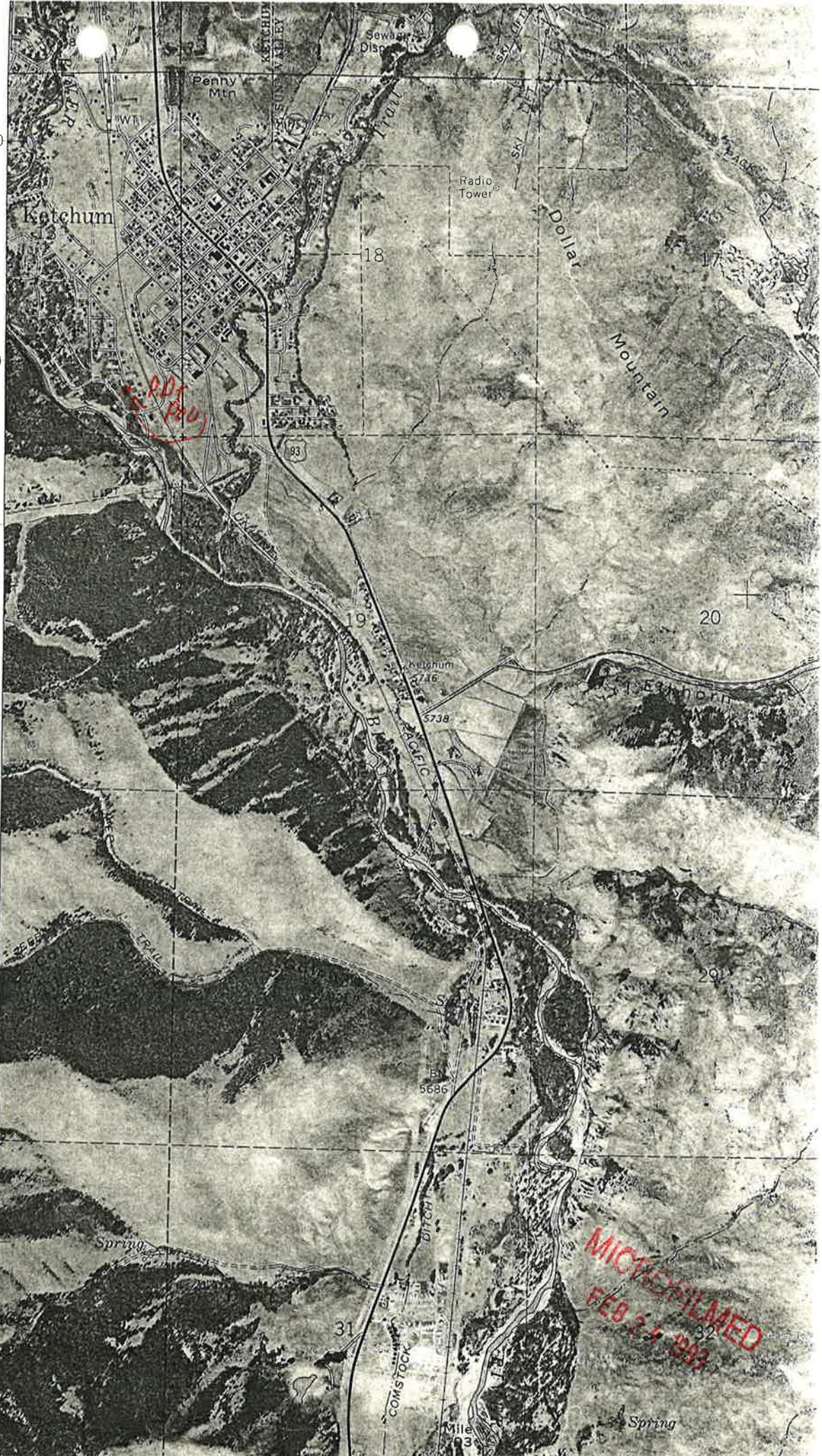
State of Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 12th day
of Oct. 19 88

[Signature]
Notary Public

Seal

Residing at Kelley, Id.
My Commission Expires 6/30/92



4840
4839
40'
4837
4836
720 000
FEET
4835
4834

T4N

01/04/2007

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

RIGHT NUMBER: 37-7176

NAME AND ADDRESS: MARCIA L KENT
PO BOX 944
HAILEY ID 83333

MICHAEL T HALVERSON
BOX 944
HAILEY ID 83333

FRANCIS D HALVERSON
BOX 944
HAILEY ID 83333

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.060 CFS
4.800 AFY

PRIORITY DATE: 11/24/1972

POINT OF DIVERSION:

T04N R17E S13 SESE Lot 4 Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.060 CFS 4.80 AFY
Domestic use is for 4 apartments.		

PLACE OF USE: DOMESTIC in BLAINE County

T04N R17E S13 Lot 4 SESE

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
PARCEL NO. K4N170131800

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 37-7176 Priority Nov. 24, 1972 Amount 0.06 cfs

THIS IS TO CERTIFY, that ALFRED CLARK FIDLER
of Ketchum, Idaho, has complied with the terms and conditions of Permit
No. 37-7176 issued pursuant to Application for Permit dated November 24, 1972
and has submitted proof to the Department of Water Resources on January 29, 1975
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.06 cfs of water from a ground water source
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Domestic	from Jan. 1 to Dec. 31	at 0.06 cfs and	4.8 acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 0.06 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
4.8 acre feet per year, said waters to be diverted within the Lot 4 of Sec. 13,

Twp. 4 N, Rge. 17 E, B. M. in the County of Blaine

Description and location of place of use: (4 apartments)

Twp.	Range	Sec.	NE 1/4				NW 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	
4 N	17 E	13	Lot #4												

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 18 day of
December, 19 75.

Director

Identification No. _____

Application No. 37-7176

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

PERMIT ISSUED FOR 06/15/76
PERMIT PAGE NO. _____

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Alfred Clark Fidler
post office address Box 89, Ketchum, ID 83340
2. Source of water supply Groundwater which is a tributary of _____
3. a. Location of point of diversion is Lot 4 $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section 13 Township 4N
Range 17E B.M. Blaine County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 0.16 for Domestic purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 0.16 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. well and pump

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ (Mo. Day) inclusive.
c. Proposed well diameter is 6 inches; proposed depth of well is 35 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 2 years.
b. Estimated construction cost is \$ 1200.00
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: Lot 4 $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section 13 Township 4N
Range 17E B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water 4 families
(5) If water is to be used for other purposes describe: _____

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

[illegible]

Total number of acres to be irrigated

c. Describe any other water rights used for the same purposes as described above.

9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

10. Remarks

11. Map of proposed project: show clearly the proposed point of diversion, place of use; section number, township and range number.

R. 17E

T.
4
N.

Sec.	13
Lot	4

1

Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Alfred Clark Fidler
(Applicant)

37 7576

11-24-1972

37 7176

Received by Mr. F Date 11/24/72 Time 3:41 PM

Preliminary check by PH Fee \$ 10.00 # 9478

Received by Wai Date 11-27-72

Publication prepared by alw Date 12-1-72

Published in Wood River Journal, Hailey, ID.

Publication dates 12-7 & 12-14-72

Publication approved alw Date 1-2-73

Priority ~~reduced~~ to 11/24/72 Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval / denial by (1)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 37-7176, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before February 1, 1975.
- c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this 10th day of January 1973.


Director

RECEIVED

726-3412 -
FEB 5 1975

Phone _____
Department of _____
Southern District _____
Phone _____

Southgate District Office

- (name spring, stream, etc.)

Other uses: _____

Permit No. 37-7176
Examination for rb/a

- Max Rate of Diversion 0.16 cubic feet per second and annual volume _____ AF/Annum.

- Township 4N N/S, Range 17E E/W, B.M., Section 13, Subdivision Lot #4 1/4 1/4 Blaine
County
- Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County
- Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County

Other Points of Diversions: _____

Description of diverting works: 1 hp pump, 9 stage, Fairbanks Morse sub. pump, will deliver 1650 gal. per. hr. (Well casing 6"), 42' deep.

Measuring device required: yes ☐ no ☒

- [illegible]

TOTAL ACREAGE

SD-0601-2

Last Name: FIDLER

STATE

SE	First	O	Water	Priority		Total	Use	
L	Name	W	Right No.	Date	Source	Diversion	Code	Desc
-	-----	-	-----	-----	-----	-----	-----	-----
	FIDLER							
	ALFRED CLARK	C	A37-07176	11/24/1972	GROUNDWATER	0.060	43	DOMEST
	JEANNIE L.	C	A37-07176	11/24/1972	GROUNDWATER	0.060	43	DOMEST
	ALFRED CLARK	C	R37-07176	11/24/1972	GROUNDWATER	0.060	43	DOMEST
	JEANNIE L	C	R37-07176	11/24/1972	GROUNDWATER	0.060	43	DOMEST

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED
OCT 25 1984

SD-0604-2 Township: 04N Range: 17E Section: 13				Tract:		Lot:				
S	L	Water	Name	O	S	Max # Records	335			
E	O			W	T	Priority	Use			
L	Tract	T	Right No.	Last, First	N	AC	G	Date	Code	Desc
SESE			R37-10639	NEWCOMB, CAROL L	C		J	06/13/1969		
SESE			R37-11314	PICHON, MARY	C		J	01/01/1960	43	DOMEST
SESE			R37-11315	PICHON, MARY	C		J	06/01/1966	43	DOMEST
SESE	4		A37-11547	GOITIANDIA, JOE	C		J	12/31/1964	43	DOMEST
				GOITIANDIA, CHERYL	C					
SESE	4		A37-07176	FIDLER, ALFRED CLARK	C		L	11/24/1972	43	DOMEST
				FIDLER, JEANNIE L.	C					
SESE	4		A37-11563	THUNDERPAWS PROPERTIES	C			04/01/1976	43	DOMEST
SESE	4		R37-11563	THUNDERPAWS PROPERTIES	C			04/01/1976	43	DOMEST
SESE	4		R37-07176	FIDLER, ALFRED CLARK	C		L	11/24/1972	43	DOMEST
				FIDLER, JEANNIE L	C					
SESE	4		R37-11547	GOITIANDIA, JOE	C		J	12/31/1964	43	DOMEST
				GOITIANDIA, CHERYL	C					

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED
OCT 25 1994

POOR ORIGINAL

DEED OF TRUST

JAN 28 1994

THIS DEED OF TRUST, Made this 24 day of JULY 1989,
 BETWEEN FRANCIS D. HALVERSON AND MARCIA L. KENT, husband and wife, an Undivided 50%
 and MICHAEL T. HALVERSON AND CONNIE J. HALVERSON, husband and wife, an Undivided 50%
 whose address is P.O. Box 944 Hailey, ID 83333 undivided 50%
 SAWTOOTH TITLE CO., INC., an Idaho Corporation, herein called TRUSTEE, and
ALFRED FIDLER AND JEANNIE FIDLER, Husband and wife,

herein called BENEFICIARY,
 whose address is: P.O. Box 89 Ketchum, ID 83340

WITNESSETH: That Grantor does hereby Irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of BLAINE, State of Idaho, described as follows, and containing not more than twenty acres:

That portion of Lot 4 in Section 13, Township 4 North, Range 17 East of the Boise Meridian, Blaine County, Idaho, described as follows;

BEGINNING 535 Feet South and 350 feet East from the Northwest corner of said Lot 4;
 THENCE South 110 feet;
 THENCE East 138 feet;
 THENCE North 12°43' West 112.7 Feet;
 THENCE West 113.2 feet to the PLACE OF BEGINNING.

This is an All-Inclusive Deed of Trust and is subordinate to a Deed of Trust of record securing a note in the original amount of 50,000.00 in Favor of First Security Bank of Idaho, which the beneficiary herein has agreed to pay according to the terms thereof. The parties hereto agree that the principal balance of said note on July 1, 1989 was \$26,273.04.

Should the within beneficiary default on any of the installments as to the payment of any prior encumbrances to which this deed of trust is subject and subordinate, the trustor herein may make said payments so made shall be credited to the note which is secured by this Deed Of Trust.

The Beneficiary herein agrees that in the event of foreclosure of the All-Inclusive Deed of Trust he will, at the trustees sale, bid an amount representing the amount then due upon the obligation or obligations secured hereby less the then actual total balance due upon any obligations secured by any and all deeds of trust having priority over (see attached exhibit) TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of One Hundred Forty Thousand Dollars and No/00----- Dollars, (\$ 140,000.00),

July 26, 2004

final payment due and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eighteen per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay the reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each country wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eighteen per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

FRANCIS D. HALVERSON

MICHAEL T. HALVERSON

MARCIA L. KENT

CONNIE J. HALVERSON

STATE OF IDAHO, COUNTY OF BLAINE.....

On this 26th day of JULY, 1989..

before me, a Notary Public in and for said State, personally appeared

FRANCIS D. HALVERSON AND MARCIA L. KENT

AND MICHAEL T. HALVERSON AND CONNIE J.

HALVERSON

Known to me to be the person whose name is are

subscribed to the within instrument, and acknowledged to me that

they have executed the same.

Notary Public,

Residing at , Idaho.

Commission Expires 10/9/93

BLAINE CO. REQUEST

OF: BLAINE CO. REQUEST

'89 JUL 26 PM 4 34

MARY GREEN, CLERK

FEES \$ 9.00

307958

TRUST
ER OF SALE

NTOR
TLE CO., INC.
STEE

CIARY

19.....

CO., INC.
X 188
AHO 83340
6-4595

(SEE ATTACHED)

EXHIBIT "A"

this all-inclusive deed of trust and covering the above described real property or any portion thereof plus any advances or other disbursements which beneficiary, his successors or assigns, may by law be permitted to include in his bid.

N O T I C E

THE TAX VALUES SHOWN IN THE ATTACHED CLOSING STATEMENT ARE BASED ON ESTIMATES!

Buyer and seller therein hereby affirm and agree that Sawtooth Title Co., Inc., its employees, agents, or assigns, have not made any warranties as to the accuracy of these tax figures. Further Buyer and Seller agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's Office during the year of sale, differ from the figure represented in the attached closing statement the following will occur:

1. In the event buyer has received excess credit based on the

Water Right Number - R37-07176

Prefix Translation: RESEARCH

Old (D) Number -

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

*** C - CURRENT OWNER ***

HALVERSON

FRANCIS D

1 - BOX 944

2 -

3 -

City- HAILEY

State- ID Zip- 83333

Phone - 208-788-4985

1 - BOX 944

2 -

3 -

City- HAILEY

State- ID Zip- 83333

Phone - 208-788-4985

KENT

MARCIA L

HALVERSON

MICHAEL T

1 - BOX 944

2 -

3 -

City- HAILEY

State- ID Zip- 83333

Phone - 208-788-4985

*** O - ORIGINAL OWNER ***

FIDLER

ALFRED CLARK

1 - PO BOX 89

2 -

3 -

City- KETCHUM

State- ID Zip- 83340

Phone - 208-726-3412

FIDLER

JEANNIE L

1 - PO BOX 89

2 -

3 -

City- KETCHUM

State- ID Zip- 83340

Phone - 208-726-3412

+ - - Priority Date - - +
11/24/1972+ - - Region - - - +
17 SOUTHERN+ - - Stage - - - +
L - LICENSE

+ - - Status - - - +

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

+ - - - - Tributary - - - - - +

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

04N 17E 13 NW SE SE 4 (13) BLAINE

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

43 - DOMESTIC

01/01

12/31

0.060

+ - Total Div. Rate - + + - Total Div. Volume - +
0.060+ - Total Consumptive Use - + + - KW Usage - +
0.0MICROFILMED
OCT 25 1994

Water right number - R37-07176

Prefix Translation: RESEARCH

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
04N	17E	13	SE SE	4		43	DOMESTIC	(13) BLAINE

Total Acres:

+ - - Diversion Means - 6" WELL 42' DEEP 1 HP. SUB PUMP.

+ - - Non-Irrigation Use - DOMESTIC, 4 APARTMENTS

+ - - Other Rights for Same Use - NONE.

+ - - - - - Remarks - - - - -
PARCEL NO. K4N170131800

+ - - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

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

+ - - - Decree Plaintiff - - - +	+ - - - Decree Defendant - - - +	+ - Decree Date - + 00/00/0000
----------------------------------	----------------------------------	-----------------------------------

+ - - - - - Comments - - - - -
No Comments Found

+ - - Audit Fields - - +
05/25/94 TBACKLUN

+ - - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing - 00/00/0000	Field Inspection Made - 00/00/0000	Civil Case Number - 39576
Objection Filed Date - 00/00/0000	Field Inspection Flag -	Old Case Number -
Response Filed Date - 00/00/0000	Verified Date - 00/00/0000	Old Judicial District -
Claim Received Date - 10/12/1988	Last Amended Date - 00/00/0000	Temporary Right - P
	Receipt Number - M001559	Water District -
	POU Ownership Flag - Y	Federal/State Indicator - S
	Name Connector - AND/OR	Presumption Flag -
		Notice of Error Flag -

MICROFILMED
OCT 25 1994



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

10-May-1994 09:25

FRANK HALVERSON & MARCIA KENT
MICHAEL HALVERSON
BOX 944
HAILEY, ID 83333

RE: ADJUDICATION CLAIM(S) A37-07176
ALFRED C FIDLER

DEAR CLAIMANT(S):

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

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
RECORDS CLERK

/TLB
ENCLOSURE

MICROFILMED

OCT 25 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

*Michael, Francis + Marla Halverson
Box 944
Valley Id 83333*

RECEIVED

JAN 11 1994

MAILING DATE: *Jan 7, 1994*

RESPONSE DATE: *Jan 24, 1994*

Department of Water Resources
Southern Region Office

RE: NOTICE OF CLAIM NO[S]: *A37-07176*

Dear Claimant(s):

We are currently preparing the Notice(s) of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Our research indicates there may have been a change in either the ownership or address for the above claim(s). IDWR records currently show the following name and address for the owner of the claim(s) listed above:

*Alfred C + Jeanice A. Fidler
PO Box 89
Hitchum Id 83340*

If our current records, as listed above, are not correct please complete the enclosed Change in Ownership or Change of Address form, as appropriate, to correct our records.

Your response must be received in this office by the **Response Date** indicated above. If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address shown above. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact IDWR at 1-800-451-4129.

Sincerely,

Donald V. Shaff
Manager Adjudication Section

state:region

Enclosures:

Change of Ownership Form
Change of Address Form

MICROFILMED

OCT 25 1994

Frank D. Halverson
PO Box 944
Hailey, ID 83333



RECEIVED

IDWR Southern Region

JAN 28 1994

222 Shoshone ST. EAST

Department of Water Resources
Southern Region Office

Twin Falls, ID

83301

MICROFILMED

OCT 25 1994

OLD (O) NUMBER -

- - + + - - - - - ADDRESS - - - - - +

1 - P.O. BOX 89

2 -

3 -

CITY- KETCHUM

STATE- ID ZIP- 83340

PHONE - 208-726-3412

1 - P.O. BOX 89

2 -

3 -

CITY- KETCHUM

STATE- ID ZIP- 83340

PHONE - 208-726-3412

```

+          + - - - STAGE - - - +          + - - - STATUS - - - - +
L - LICENSE

```

+ - - - - - TRIBUTARY - - - - - +

OF DIVERSION - - - - -
STREAM INDEX (BLANK IF NO INDEX CODE)

WATER USE - - - - - DIVERSION RATE DIVERSION VOLUME

12/31

0.060

TOTAL DIV. CAPACITY - + + - TOTAL CONSUMPTIVE USE - + + - KW USAGE - +
0.0

CE OF USE	DESCRIPTION	COUNTY
CODE		

43 DOMESTIC

(13) BLAINE

- REMARKS - - - - - +
REMARKS FOUND.

ATER RIGHT NUMBERS - - - - - +
ER RIGHT NUMBERS FOUND.

CTIONS OF APPROVAL - - - - -
IONS OF APPROVAL FOUND.

MICROFILMED

OCT 25 1994

