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DEPARTMENT OF
WATER RESOURCES

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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-20633 V1

WATER RIGHT NUMBER: 37-20633 V1

<u>Owner Type</u>	<u>Name and Address</u>
Security Interest	D L EVANS BANK ATTN JAMES P EVANS PO BOX 87 TWIN FALLS, ID 83303 (208) 736-5700
Current Owner	LARRY WHARTON PO BOX 327 CAREY, ID 83320 (208)823-4343
Original Owner	KATHI L PECK PO BOX 26 CAREY, ID 83320 (208)823-4440
Original Owner	ROBB PECK PO BOX 26 CAREY, ID 83320 (208)823-4440

Priority Date: 04/15/1884

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
LITTLE WOOD RIVER	MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.130 CFS	
	<u>Total Diversion:</u>	0.130 CFS	

Location of Point(s) of Diversion

LITTLE WOOD RIVER	NW1/4SW1/4SE1/4	Sec. 30, Twp 01N, Rge 21E, 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	
02S	21E	2																	18.5
																			L 4

Total Acres: 18.5

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-20633 V1

1. E55 USE OF THIS RIGHT WITH RIGHT NO. 37-20631 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 18.5 ACRES IN A SINGLE IRRIGATION SEASON.
2. F01 WATER IS DELIVERED THROUGH EAST CANAL.
3. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

Comments:

Water Supply Bank:

SCANNED

Dec 17 2005

re-mailed 12-8-05

Form 42-248(6) July, 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water RightPlease 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): 37-20631, 37-20633, 37-20634, 37-20635, 34-800, 34-10267, 37-12010, 37-12069
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) Larry Wharton
5. Expiration Date of Notification Period October 3, 2035
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Katy Anderson
Loan Processor

For Office Use Only

Received by <u>[Signature]</u>	Date <u>11/28/05</u>	Fee _____
Received by <u>[Signature]</u>	Date <u>12/2/05</u>	Receipt No. <u>5028228</u>
Processed by <u>AJ</u>	Date _____	WR _____ Date _____

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Department of Water Resources
Southern Region

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Department of Water Resources
Southern Region

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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

November 29, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

ATTN KATY ANDRUS
DL EVANS BANK
PO BOX 87
TWIN FALLS ID 83301

RE: Notice of Security Interest in a Water Right
Larry Wharton

Dear Ms. Andrus:

Thank you for submitting a *Notice of Security Interest in a Water Right* for Mr. Larry Wharton. As per our telephone conversation on November 29, my finding for Mr. Wharton's water rights consist of #37-20631, #37-20633, and #37-12010 for the property in question. The fee for these rights will be \$75.00.

I am returning your submitted form and your check #2297 for \$150.00. Should you have any questions with this issue or any future Notice of Security Interests issues please feel free to contact Trish Fawcett or me at the Department (208) 736-3033. We will be happy to answer any questions.

Sincerely,

Carrie Hahn
Clerk

Enc.

SCANNED

DEC 17 2005

Certify that this is a true
and correct copy of the
original document.

Instrument # 529544

HAILEY, BLAINE, IDAHO
2005-12-01 02:45:00 No. of Pages: 5
Recorded for : FIRST AMERICAN TITLE
MARSHA RIEMANN Fee: 15.00
Ex-Officio Recorder Deputy
Index to: DEED OF TRUST-SECOND DEED TRUST/MTG

Space Above This Line For Recording Data

DEED OF TRUST

138651
DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is NOVEMBER 1, 2005. The parties and their addresses are:

GRANTOR:

LARRY F. WHARTON
AN UNMARRIED MAN
56 GRIFFIN LOOP ROAD
CAREY, Idaho 83320

TRUSTEE:

FIRST AMERICAN TITLE
a Corporation
20 E. Bullion
Hailey , Idaho 83333

LENDER:

D. L. EVANS BANK
Organized and existing under the laws of Idaho
12 EAST BULLION STREET
HAILEY, Idaho 83333

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of the Lender, with power of sale, the following described property:

LOT 3 IN BLOCK 2 OF REDHAWK ESTATES SUBDIVISION, BLAINE COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF RECORDED JULY 18, 2001, AS INSTRUMENT NO. 453242, RECORDS OF BLAINE COUNTY, IDAHO.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO.37-20631 WITH A CLAIMED PRIORITY OF JUNE 20, 1883 TO 0.144 CFS OF THE WATERS OF THE LITTLE WOOD RIVER, A TRIBUTARY OF THE MALAD RIVER, AND WATER RIGHT NO.37-20633 WITH A CLAIMED PRIORITY OF APRIL 15, 1884 TO 0.13 CFS OF THE WATERS OF THE LITTLE WOOD RIVER, A TRIBUTARY OF THE MALAD RIVER, AND WATER RIGHT NO. 37-12010 WITH A CLAIMED PRIORITY OF JUNE 01, 1930 TO 0.05 CFS OF GROUNDWATER, 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 56 GRIFFIN LOOP ROAD, CAREY, Idaho 83320.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock 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 \$198,933.00. 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. 2814000007/04, dated November 1, 2005, from Grantor to Lender, with a loan amount of \$198,933.00, with an initial interest rate of 7.0 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on October 15, 2035.

B. All Debts. All present and future debts from Grantor 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 Grantor'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. Grantor 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. Grantor acknowledges that the interest rate, payment terms, or balance due on the loan may be indexed, adjusted, renewed or renegotiated.

5. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, sell and convey the Property in trust to Trustee, with power of sale. Grantor 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, Grantor 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 Grantor 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. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE. 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 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. Grantor 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 Grantor or to which Grantor is a party.

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

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 Grantor 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 Grantor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Grantor 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. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor 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 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. Grantor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains and conveys to Lender all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and

occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (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. Grantor 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 Grantor a revocable license to collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor's default automatically and immediately revokes this license. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Grantor 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 Grantor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Grantor'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 Grantor 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. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Grantor 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.

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

A. Payments. Grantor fails to make a payment when due.

B. Other Events. Anything else happens that causes Lender to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

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 Grantor'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 Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor 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. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Grantor 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. Grantor 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, reasonable attorneys' fees after default and referral to an attorney not a salaried employee of the Lender. 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, Grantor 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 Grantor.

16. 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.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

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

C. Grantor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with any Environmental Law.

D. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Grantor 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. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor 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.

18. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor 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. Grantor 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."

Grantor 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, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor 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 Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

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

20. CO-SIGNERS. If Grantor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debts and Grantor 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 Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

21. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

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

23. DECLARATION. Grantor declares that the Property is either not more than forty acres in area or that the Property is located within an incorporated city or village.

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 Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor 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 Grantor.

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 Grantor 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 Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any financial statements or information Lender requests. All financial statements and information Grantor gives Lender will be correct and complete. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security

Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

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

GRANTOR:

LARRY F. WHARTON

Individually

SCANNED

DEC 7 2005

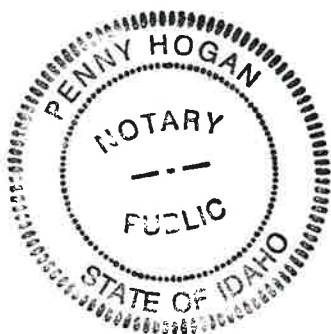
ACKNOWLEDGMENT.

(Individual)

State OF Idaho, County OF Blaine ss.
On this 1 day of Dec, 2005, before me
Penny Hogan a Notary Public, personally appeared LARRY F. WHARTON, AN
UNMARRIED 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: 7/25/2011

Penny Hogan
(Notary Public)



REQUEST FOR RECONVEYANCE

(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Security Instrument. Said note or notes, together with all other indebtedness secured by this Security Instrument, have been paid in full. You are hereby directed to cancel this Security Instrument, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Security Instrument to the person or persons legally entitled thereto.

.....
(Authorized Lender Signature)

.....
(Date)



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

December 12, 2005

LARRY WHARTON
PO BOX 327
CAREY ID 83320

RE: #37-20631, #37-20633, and #37-12010

Dear Mr. Wharton,

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

SCANNED
DEC 17 2005

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 37-20633
Date Received: 3/15/2002
Receipt No:
Received By:

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

1. Name of Claimant(s)

LARRY WHARTON Phone: (208)823-4343
PO BOX 327
CAREY ID USA 83320

2. Date of Priority: 04/15/1884

3. Source: LITTLE WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	21E	30	NW SW SE	BLAINE	

5. Description of diverting works:

DIV.IN RIVER W/HEADGATE TO EAST CANAL, REDIV.TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.13	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
02S	21E	2	NW	NW	4	IRRIGATION	20
						Section Acres	20
						Total Acres	20

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:

3/15/02 tf; this is the remaining portion of 37-10B pursuant to the sale of 58.7 acres to Molyneux per 1409(6) and deeds received 3/4/02.

5/1/2003: OWNERSHIP CHANGE PER NOTICE RECEIVED THIS DATE. PLACE OF USE AMENDED TO INCLUDE ENTIRE POU - VH

15. Basis of Claim: Decreed

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: 5/1/03
_____ Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 1st day
of May 2003 [Signature]

Notary Public

Residing at Buhl, Idaho

My commission Expires 5-7-2009

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
~~37-20631~~			~~37-20618~~		
37-00118	37-20631				
37-12010					
37-20633	37-20633				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) KATHIE L & ROBB. PECK
PO BOX 26 CAREY ID. 83320
4. New Owner/Claimant(s) ~~JOE~~ LARRY F WHARTON
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO BOX 327
- City, State and ZIP Code CAREY ID. 83320
- New Telephone Number (208) 823-4067
5. Date you acquired the property Dec 7 1989

6.

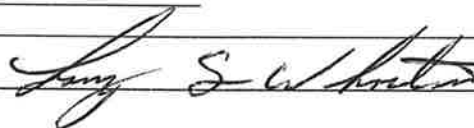
If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)



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

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

WARRANTY DEED

For Value Received

ROBB K. PECK AND KATHI L. PECK, husband and wife

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto

LARRY FRANKLIN WHARTON AND JOAN C. WHARTON, husband and wife

whose address is: P.O. Box 356, Carey, ID 83320

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

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho,
Section 2: A parcel of land located in Lot 4 more particularly described as follows:

COMMENCING at the Northwest corner of said Section 2;

THENCE N. 89°57'06" E., 30.00 feet to the REAL POINT OF BEGINNING;

THENCE along the Northerly boundary of said Lot 4, N. 89°57'06" E., 684.37 feet;

THENCE S. 0°00'55" E., 1272.93 feet;

THENCE S. 89°56'30" W., 684.37 feet along a line that is 40 feet Northerly of and parallel to the South boundary of said Lot 4;

THENCE N. 0°00'55" W., 1273.04 feet along a line that is 30 feet Easterly of and parallel to the West Boundary of said Lot 4 to the REAL POINT OF BEGINNING.

Together with all water rights appurtenant thereto including but not limited to:
7.2 inches of June 20, 1883 decree
31 acre feet of Old Little Wood River

Subject to Easements, Restrictions, and Encumbrances

89 DEC 7 PM 3 56
MARIA GREEN, CLERK
BLAINE CO. REQUEST
OF: Lawrence L. Loe, Jr.
Deed

313772

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

Dated: December , 1989

Robb K. Peck
Robb K. Peck

Kathi L. Peck
Kathi L. Peck

STATE OF Idaho, COUNTY OF Blaine
On this 7th day of December, 1989,
before me, a Notary Public in and for said State, personally appeared
Robb K. & Kathi L. Peck

known to me to be the person whose names are
subscribed to the within instrument, and acknowledged to
me that they have executed the same.

John B. Bynum Notary Public
Residing at Nadine, Idaho
Comm. Expires 10/9/93

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 _____

Ex-Officio Recorder

By _____ Deputy.
Fees \$ _____
Mall to: _____

BLAINE CO. REQUEST

OF *Kneeland, Korb*

Judgment

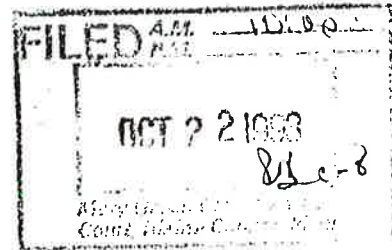
1993 OCT 27 P 1:33

358372

MARY GREEN CLERK mp
TEES \$9.00

Bruce Collier, Esq.
KNEELAND, KORB, COLLIER & LEGG
128 Saddle Road
P. O. Box 249
Ketchum, ID 83340
KKC&L File No. 6234

Attorneys for Plaintiff



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

LARRY FRANKLIN WHARTON

Plaintiff,

v.

JOAN CAROL WHARTON

Defendant.

Case No. CV-93-527

DECREE OF DIVORCE

This case came before the Court on the 30th day of September, 1993. The Plaintiff appeared in person with counsel, Bruce Collier, of the firm Kneeland, Korb, Collier & Legg of Ketchum, Idaho. The Defendant was not present. The record shows that the Defendant has failed to plead to or answer the Complaint. The default of the Defendant was duly entered according to law, and proofs were regularly taken from which it appears that the allegations of the Complaint were sustained by testimony. The Court considered the executed Marital Settlement Agreement which was submitted as an exhibit by the Plaintiff and admitted by the Court as evidence in the case.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND
DECREED:

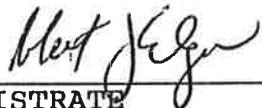
1. For more than six weeks prior to the

DECREE OF DIVORCE - 1

6. The Marital Settlement Agreement refers to the existence of certain separate property, and the Court hereby confirms the separate property intrests, if any, of the parties.

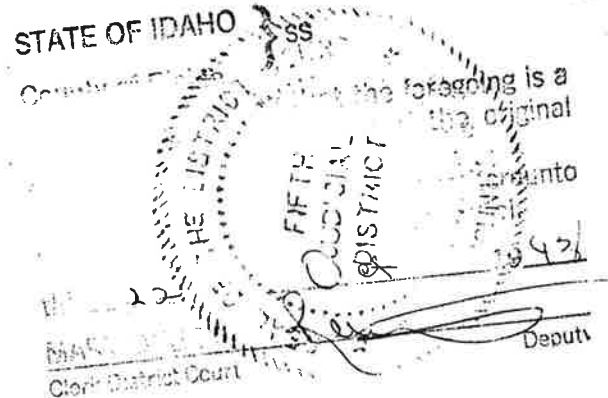
7. Neither party shall be required to pay alimony or marital support to the other.

DATED this 22 day of October, 1993.



MAGISTRATE

domrelwk\wharton.74



RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:

KNEELAND, KORB, COLLIER & LEGG
P. O. Box 249
Ketchum, Idaho 83340
KKC&L File No. 5165-H

BLAINE CO. REQUEST

OF Kneeland, Karl

1993 JAN 11 P 3:07

361193

NOTARY PUBLIC CLERK

QUITCLAIM DEED

FOR VALUE RECEIVED, Joan Carol Wharton, Grantor, does hereby convey, release, remise and forever quitclaim unto Larry Wharton as Grantee, whose current address is P.O. Box 356, Carey, Idaho 83320, and to Grantee's heirs and assigns forever, the premises situated in Blaine County, Idaho, described on Exhibit A and by this reference made a part hereof.

Together with all appurtenances.

DATED: November 15, 1993.

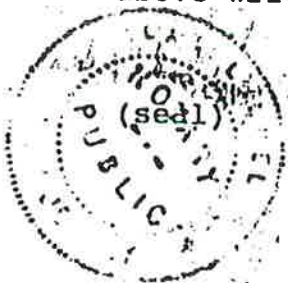
GRANTOR:

Joan Carol Wharton
Joan Carol Wharton

STATE OF New Jersey ss.
County of Marion

On this 15th day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Joan Carol Wharton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



Carol Muel
NOTARY PUBLIC for IDAHO
Residing at _____
Commission Expires _____

CAROL NUEL
A Notary Public of New Jersey
My Commission Expires Mar. 24, 1997

realwk\wharton.1

QUITCLAIM DEED

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho,

Section 2: A parcel of land located in Lot 4 more particularly described as follows:

COMMENCING at the Northwest corner of said Section 2;

THENCE N. 89°57'06" E., 30.00 feet to the REAL POINT OF BEGINNING;

THENCE along the Northerly boundary of said Lot 4, N. 89°57'06" E., 684.37 feet;

THENCE S. 0°00'55" E., 1272.93 feet;

THENCE S. 89°56'30" W., 684.37 feet along a line that is 40 feet Northerly of and parallel to the South boundary of said Lot 4;

THENCE N. 0°00'55" W., 1273.04 feet along a line that is 30 feet Easterly of and parallel to the West boundary of said Lot 4 to the REAL POINT OF BEGINNING.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-20633

WATER RIGHT NUMBER: 37-20633

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KATHI L PECK PO BOX 26 CAREY, ID 83320 (208)823-4940
Current Owner	ROBB PECK PO BOX 26 CAREY, ID 83320 (208)823-4440

Priority Date: 04/15/1884

Basis: Decreed

Status: Active

Source
LITTLE WOOD RIVER

Tribu
MAL

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>
IRRIGATION	04/01	to 11/01

Total Diversion: 0.130 CFS 6.5"

Location of Point(s) of Diversion

LITTLE WOOD RIVER
BLAINE County

NW1/4SW1/4SE1/4

Sec. 30, Twp 01N, Rge 21E, B.M.

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW
02S	21E	2							

Total Acres: 18.3

Conditions of Approval:Remarks:

1. Explanatory 3/15/02 tf; this is the remaining per 1409(6) and deeds received 3/4/02.

Comments:Dates and Other Information:

WR# 37-0011B

6-20-1883

7.2"

37-10B

1884

8048 37-10

1884

→ 52" Hanson

→ 28" Peck

Totals
18.3

Molyneux 21.5"
Wharton 6.5"

yneux

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-20633

Dates and Other Information:

Claim Received Date: 3/15/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector: OR

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

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 37-20633
Date Received: 3/15/2002
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

KATHI L PECK Phone: (208)823-4940
PO BOX 26
CAREY ID 83320

ROBB PECK Phone: (208)823-4440
PO BOX 26
CAREY ID 83320

2. Date of Priority: 04/15/1884

3. Source: LITTLE WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
01N	21E	30	NW	SW	SE	BLAINE	

5. Description of diverting works:

DIV.IN RIVER W/HEADGATE TO EAST CANAL, REDIV.TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.13	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
02S	21E	2	NW	NW	4	IRRIGATION	18.3
Section Acres							18.3
Total Acres							18.3

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:

3/15/02 tf; this is the remaining portion of 37-10B pursuant to the sale of 58.7 acres to Molyneux per 1409(6) and deeds received 3/4/02.

15. Basis of Claim: Decreed

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A37-00010B
Date Received: 10/25/1988
Receipt No: C003046
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBB PECK 208-823-4440
Address: BOX 26
CAREY, ID 83320

OR

Name: KATHI L. PECK 208-823-4440
Address: BOX 26
CAREY, ID 83320

2. Date of Priority: APR 15, 1884

3. Source: LITTLE WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	21E	30	NW	SW	SE		BLAINE

5. Description of diverting works:

DIV. IN RIVER W/HEADGATE TO EAST CANAL, REDIV. TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.560		

7. Total Quantity Appropriated is:

0.560 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

INCIDENTAL STOCKWATERING WITH IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	21E	2	NE	NW	3	IRR	39.0
			NW	NW	4	IRR	38.0
Section Acres							77.0
Total Acres							77.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

A37-00011E, SHARES IN CANAL CO., LITTLE WOOD RESERV. WATEER.

14. Remarks:

THIS RT. IS CLAIMED AS A PORTION OF THE PARENT RIGHT, 37-00010, ORIGINALLY DECREED FOR 80". WATERMASTER HAS BEEN DELIVERING 28" TO THIS PORTION.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S.C.FROST, ET.AL.

Decree Plaintiff

vs

ALTURAS WATER CO., ET.AL.

Decree Defendant

MICROFILMED
FEB 22 1993

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
FEB 22 1964

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: A37-00010B
Date Received: 10/25/1988
Receipt No: C003046
Received By: ESR

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBB PECK 208-823-4440
Address: BOX 26
CAREY, ID 83320
OR
Name: KATHI L. PECK 208-823-4440
Address: BOX 26
CAREY, ID 83320
2. Date of Priority: APR 15, 1884
3. Source: LITTLE WOOD RIVER Trib. to: MALAD RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	21E	30	NW	SW	SE		BLAINE
5. Description of diverting works:
DIV. IN RIVER W/HEADGATE TO EAST CANAL, REDIV. TO SPRINKLER SYSTEM
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.560		
7. Total Quantity Appropriated is:
0.560 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
INCIDENTAL STOCKWATERING WITH IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
02S	21E	2	NE	NW	3	IRR	39.0
			NW	NW	4	IRR	38.0
					Section Acres		77.0
					Total Acres		77.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

A37-00011E, SHARES IN CANAL CO., LITTLE WOOD RESERV. WATEER.

14. Remarks:

THIS RT. IS CLAIMED AS A PORTION OF THE PARENT RIGHT, 37-00010, ORIGINALLY DECREED FOR 80". WATERMASTER HAS BEEN DELIVERING 28" TO THIS PORTION.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments:

For Individuals:

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

Signature of Claimant(s): Robb Peck Date: Oct. 25, 1988
_____ Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 25 day
of October 19 88

Kathryn A. Walker
Notary Public

Seal

Residing at Eagle, Idaho
My Commission Expires 2-14-1993

04/12/2005

RECEIVED

JUN 03 2005

DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 3, 2005

Water right number: 37-20633

LARRY WHARTON

PO BOX 327

CAREY ID 83320

Telephone Number: (208)823-4343

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:

5/31/05

SIGNATURE:

Larry R Wharton

Please print your name:

LARRY R WHARTON

IDWR State Office, 322 E. Front St., P.O. Box 83720, Boise, ID 83720-0098

SCANNED
JUN 03 2005

04/06/2005

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

RIGHT NUMBER: 37-20633

NAME AND ADDRESS: LARRY WHARTON
PO BOX 327
CAREY ID 83320

SOURCE: LITTLE WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.130 CFS

PRIORITY DATE: 04/15/1884

POINT OF DIVERSION:

T01N R21E S30 NWSWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/15 10/31

QUANTITY
0.130 CFS

PLACE OF USE:

IRRIGATION Within BLAINE County
T02S R21E S02 Lot 4 NWNW 18.5

18.5 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 37-20631 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 18.5 ACRES IN A SINGLE
IRRIGATION SEASON.

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

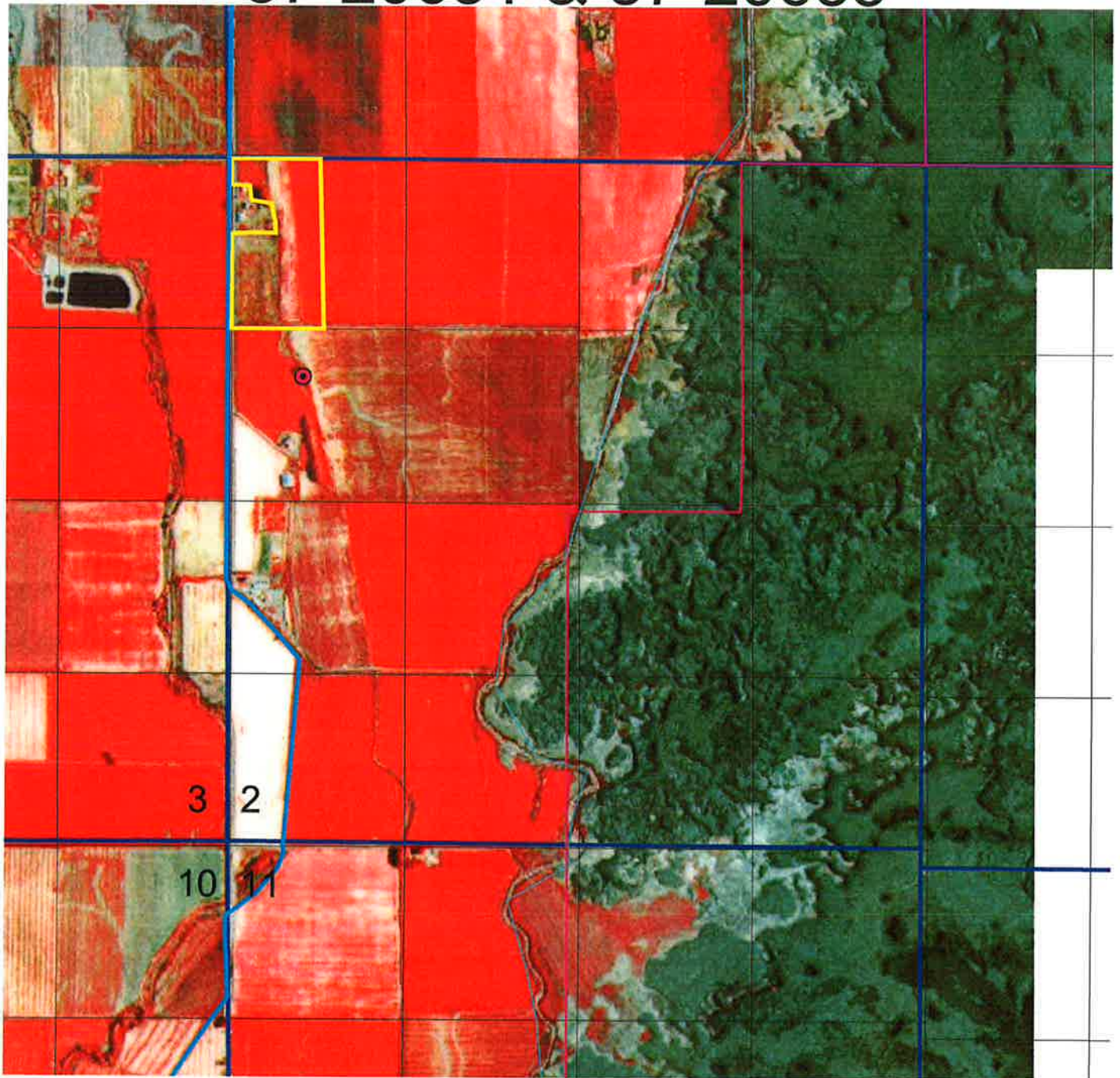
This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

EXPLANATORY MATERIAL: Decreed

WATER IS DELIVERED THROUGH EAST CANAL.

IDAHO DEPT OF WATER RESOURCES

37-20631 & 37-20633



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 2S
RNG: 21E
SEC. 2



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: APRIL 6, 2005

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-10

WATER RIGHT NUMBER: 37-10

Owner Type

Current Owner

Name and Address

JAMES AINSWORTH

, ID

Priority Date: 04/15/1884

Basis: Decreed

Status: Active

Source

LITTLE WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

/ to /

Diversion Rate

1.600 CFS

Annual VolumeTotal Diversion:

1.600 CFS

Location of Point(s) of Diversion

LITTLE WOOD RIVER

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
02S	21E	2	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
			L 3	L 4															

Conditions of Approval:Remarks:

- General AC. IRRIG. NOT SPECIFIED. FARM = 238.38 AC.

Comments: