

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 02 2020

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☒ Change diversion point(s) ☐ Add diversion point(s) ☒ Ownership change ☐ Ownership split
- ☐ Transfer is for changes pursuant to [Idaho Code § 42-221.0.8](#). Attach an explanation and any supporting documentation.

1. **APPLICANT(S)** John and Katie Rice Phone 208 681 1690

2. MAILING ADDRESS 181 N 800 W City Blackfoot

State ID Zip 83221 Email idahorice84@gmail.com

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the [fee schedule](#).

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. LIST WATER RIGHT NUMBER(S) 35-2690B

- ☐ Attach a copy of the water right(s) as recorded, available at idwr.idaho.gov, *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 0.12 cubic feet per second and/or _____ acre-feet per annum.
(diversion rate) (storage volume)

5. POINT OF DIVERSION – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at idwr.idaho.gov, *Water Rights, Water Right Transfers, Modeling Resources*.

[illegible]

AMENDEL

84338

Transfer No. 84338

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 13 2020

Department of Water Resources
Bureau of Water Rights

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

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☐ Transfer is for changes pursuant to [Idaho Code § 42-221.O.8](#). Attach an explanation and any supporting documentation.

1. APPLICANT(S) John & Katie Rice Phone 208-681-1690

2. MAILING ADDRESS 181 N 800W City Blackfoot

State ID Zip 83221 Email idaho.rice84@gmail.com

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☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the [fee schedule](#).

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- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at [idwr.idaho.gov](#), *Water Rights, Water Right Transfers, Modeling Resources*.

New?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			NW	NW	27	2S	34E	Bingham	Ground Water	

SUPERCEDED

84338

6. GENERAL INFORMATION

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

VFD control, also used for domestic water, shut off valve inside home

- b. Who owns the property at the point(s) of diversion? John & Katie Rice
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** – ☐ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and ¼ ¼ of section information. You may create a map at idwr.idaho.gov, *Water Rights, Water Right Transfers, File a Transfer Application, Step 2C*.

8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

[Signature]
Signature of applicant or authorized agent

John Rice
Print name and title if applicable

8-12-20
Date

Katie Rice
Signature of applicant or authorized agent

Katie Rice
Print name and title if applicable

8/12/2020
Date

9. **FEE** – ☐ The application filing fee provided in Idaho Code § 42-221.O, must be submitted with the application for transfer. Applications for changes pursuant to Idaho Code § 42-221.O.8. require a filing fee of \$50 per water right. All other application fees are based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, *Water Right Transfers, Step 4* and in the Application for Transfer Instructions.

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments. Received by _____ Date _____

Fee paid \$300.00 Date 8/13/2020 Received by [Signature] Receipt # E046183

Preliminary review by _____ Date _____ Active in the Water Supply Bank? Yes ☐ No ☐

W-9 received? Yes ☐ No ☐ Name on W-9 _____ W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 – confidential information is held by fiscal only)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

8/13/2020

Water Right 35-2690B

Owner Type **Name**
Current Owner OMA W JONES
Original Owner J R DAWSON
Original Owner WANDA I KOLBET
Original Owner OSCAR H KOLBET
Priority Date: 9/8/1961
Basis: Decreed
Status: Active

Source **Tributary**
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.960 CFS	96.0 AF
	<u>Total Diversion</u>		0.960 CFS	96.0 AF

Source and Point(s) of Diversion
GROUND WATER SWNW Sec. 26, Twp 02S, Rge 34E, BINGHAM County

Place Of Use
IRRIGATION within BINGHAM County
T02S R34E S26 NWNW 14.0
T02S R34E S26 SWNW 10.0
POU Total Acres: 24.0

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Combined Use Limits
N/A

SubCase:
SubCaseNumber: 35-2690B
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent:
Basis of Claim: License
Date Filed: 11/20/1998
Objection Status: Active

Water Supply Bank:



0: Location of well/
P.O.D
— = Land for water
use



84338

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:

First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **612966-B (vb)**

Date: **November 14, 2016**

For Value Received, **Cody E. Jones, a married man as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John M Rice and Kathchen M Rice, husband and wife**, hereinafter called the Grantee, whose current address is **181 North 800 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

**PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 2 SOUTH RANGE 34 EAST, B.M, BINGHAM COUNTY IDAHO DESCRIBED AS:
COMMENCING AT THE NW CORNER OF SAID SECTION 26, THENCE S 00°37'14" W 822.23 FEET ALONG THE WEST SECTION LINE; THENCE S 89°22'46" E 44.50 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF DEED INST. # 641526; THENCE, S 89°31'17" E 606.68 FEET; THENCE, S 00°28'43" W 220.74 FEET; THENCE, N 89°31'16" W 606.16 FEET; THENCE N 00°20'37" E 220.73 FEET TO THE POINT OF BEGINNING.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

JP

THE ABOVE SPACE PROVIDED FOR RECORDERS USE ONLY
PREPARED BY:

Cody Earl Jones
181 North 800 West
Blackfoot, Idaho 83221

WHEN RECORDED RETURN TO:

Oma W. Jones
10855 S. Country Creek Dr.
South Jordan, Utah, 84095

Instrument # 627306

BINGHAM COUNTY

4-5-2011 01:45:11 No. of Pages: 3

Recorded for : CK1863 CODY JONES

SARA J. STAUB

Fee: 16.00

Ex-Officio Recorder Deputy

CMiles

QUIT CLAIM DEED

April 01, 2011 THE GRANTOR(S),

- Randy Earl Jones and Charlene Jones, a married couple,
for and in consideration of: One Dollar (\$1.00) and other good and valuable consideration
conveys, releases and quit claims to the GRANTEE(S):

- Cody Earl Jones and Kelli Dawn Jones, 181 North 800 West, Blackfoot, Bingham County,
Idaho, 83221,

the following described real estate, situated in Blackfoot, in the County of Bingham County, State
of Idaho, together with all after acquired title of the Grantor(s) therein:

(legal description): See Exhibit A -- Legal Description

Grantor does hereby grants, bargain and sell all of the Grantor's rights, title, and interest in and to
the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and
assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall
have, claim or demand any right or title to the property, premises, or appurtenances, or any part
thereof.

Tax Parcel Number: RP0198200

Mail Tax Statements To:

Cody Earl Jones
181 North 800 West
Blackfoot, Idaho 83221

Grantor Signatures:

DATED: 4-4-11

DATED: 4-4-11

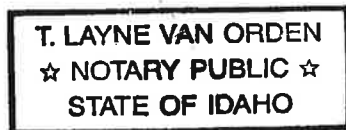
Randy Earl Jones
Randy Earl Jones
132 North 755 West
Blackfoot, Idaho, 83221

Charlene Jones
Charlene Jones

STATE OF IDAHO, COUNTY OF BINGHAM, ss:

On this 4th day of April, 2011, before me,
T. Layne Van Orden, personally appeared Randy Earl Jones and Charlene Jones, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



T. Layne Van Orden
Notary Public

Title (and Rank)

My commission expires Nov 2016

Notary Address:

1487 Parkway Drive
Blackfoot, Idaho 83221

- Exhibit A - Legal Description -

PARCEL 1:

A PORTION OF THE W $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF A COUNTY ROAD THAT IS SOUTH ALONG THE SECTION LINE 1960 FEET AND EAST 50 FEET FROM THE NW CORNER OF SAID SECTION 26; AND RUNNING THENCE E. 604 FEET; THENCE N. 00°08'31" W. 1655 FEET; THENCE W. 607.9 FEET; THENCE S. 00°16'37" E. 1655 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PORTION OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF A COUNTY ROAD THAT IS SOUTH ALONG THE SECTION LINE 1960 FEET AND EAST 50 FEET FROM THE NW CORNER OF SAID SECTION 26; AND RUNNING THENCE E. 201.67 FEET; THENCE N. 00°08'31" W. 432 FEET; THENCE W. 201.67 FEET; THENCE S. 00°16'37" E. 432 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT:

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627306

WHEN RECORDED MAIL TO:

Oma W. Jones

10855 S. Country Creek Dr.
South Jordan, Utah, 84095

Instrument # 609516

BINGHAM COUNTY

7-31-2009 04:12:32 No. of Pages: 2

Recorded for : #3232 RANDY JONES

SARA J. STAUB

Fee: 6.00

Ex-Officio Recorder Deputy

VPS

WARRANTY DEED

OMA W. JONES, grantor, of the county of Bingham, State of Utah, hereby CONVEYS and WARRANTS Cody Earl Jones, Kelli Dawn Jones, Randy Earl Jones, Charlene Jones, grantees as tenants in common, of the county of Bingham, State of Idaho, for the sum of TEN DOLLARS, and other valuable consideration, the following described tract of land located in Bingham County, State of Idaho:

PARCEL 1:

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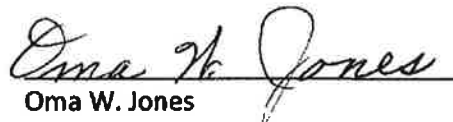
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N. 15 FEET TO THE POINT OF BEGINNING.

Commonly known as: 181 North 800 West, Blackfoot, ID 83221

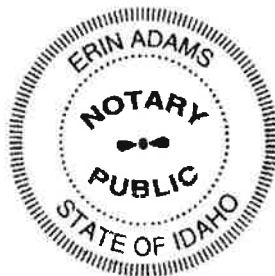
WITNESS the hand of said grantor this 27 day of July, 2009.



Oma W. Jones

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ~~UTAH~~ IDAHO)
) ss.
COUNTY OF ~~SALT LAKE~~ BINGHAM)

The foregoing instrument was acknowledged before me this 27 day of July, 2009, by
Oma W. Jones.




Notary
Residing at: Blackfoot
My commission expires: 03/06/2015

609516

84338

WHEN RECORDED MAIL TO:
Oma W. Jones
10855 S. Country Creek Dr.
South Jordan, Utah, 84095

Instrument # 609517

BINGHAM COUNTY

7-31-2009 04:18:13 No. of Pages: 4

Recorded for : #3232 RANDY JONES

SARA J. STAUB

Fee: 12.00

Ex-Officio Recorder Deputy

Space Above this Line For Recorder's Use

TRUST DEED
With Assignment of Rents

THIS TRUST DEED, made this ____ day of July 2009, between Cody Earl Jones and Kelli Dawn Jones, Randy Earl Jones and Charlene Jones, collectively, as TRUSTOR, whose address is 181 North 800 West, Blackfoot, Idaho, 83221, First American Title Insurance Agency, Inc., an Idaho corporation, as TRUSTEE, and Oma W. Jones, an individual whose address is 10855 S. Country Creek Drive, South Jordan, Utah, 84095, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Bingham County, State of Idaho:

PARCEL 1:

A PORTION OF THE W1/4NW1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF A COUNTY ROAD THAT IS SOUTH ALONG THE SECTION LINE 1960 FEET AND EAST 50 FEET FROM THE NW CORNER OF SAID SECTION 26; AND RUNNING THENCE E. 604 FEET; THENCE N. 00°08'31" W. 1655 FEET; THENCE W. 607.9 FEET; THENCE S. 00°16'37" E. 1655 FEET TO THE POINT OF BEGINNING.

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Commonly known as: 181 North 800 West, Blackfoot, ID 83221

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging,, now or hereafter used or enjoyed with said property, or any part 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 (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$240,000.00, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors so assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR 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; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon thereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured thereby is paid in full such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security thereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from an 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; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of 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 incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of five percent (5%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlements, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of an policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or reassign any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all liens, royalties, issues, and profits. Failure of discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be constructed to be, an affirmation by Beneficiary of any tenancy, lease or

option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid and apply the same, less costs and expenses of operation an collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as foresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or the performance of an agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Idaho.

21. This undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Trustor

Dated this 21 day of July 2009.

TRUSTOR:

Cody Earl Jones
Cody Earl Jones

Randy Earl Jones
Randy Earl Jones

Kelli Dawn Jones
Kelli Dawn Jones

Charlene Jones
Charlene Jones

STATE OF IDAHO)

) ss.

COUNTY OF BINGHAM)

On the 21 day of July 2009 personally appeared before me Cody Earl Jones, Randy Earl Jones, Kelli Dawn Jones and Charlene Jones the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Kelly Paris
Notary Public



2009-07-21

609517

84338



State of Idaho

DEPARTMENT OF WATER RESOURCES

EASTERN Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 2, 2020

JOHN RICE
KATIE RICE
181 N. 800 W
BLACKFOOT, ID 83221

RE: Transfer No. 84338
Water Right No(s). 35-2690B

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the BINGHAM NEWS CHRONICLE on 9/9/2020 and 9/16/2020. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

Henman, Christina

From: Henman, Christina
Sent: Wednesday, September 02, 2020 4:36 PM
To: Bingham News Chronicle (legalnotices@postregister.com)
Subject: Legal Notice for Bingham News Chronicle
Attachments: 84338, 84340 Bingham News Chronicle.docx

RE: Transfer No. 84338, 84340

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 9/28/2020. Your cooperation is appreciated.

Thank You,

Christina Henman
Administrative Assistant
Idaho Dept. of Water Resources, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 497-3793

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 84338

JOHN RICE, 181 N. 800 W., BLACKFOOT, ID 83221; KATIE RICE, 181 N. 800 W, BLACKFOOT, ID 83221 has filed Application No. 84338 for changes to the following water rights within BINGHAM County(s): Right No(s). 35-2690B; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion. The proposed point of diversion is in NWNW Sec 26 T2S R34E for 0.12 cfs from Ground water.

TRANSFER NO. 84340

W BROCK DRISCOLL, 2990 W 2000 S, ABERDEEN, ID 83210; TENA DRISCOLL, 2990 W 2000 S, ABERDEEN, ID 83210-1841 has filed Application No. 84340 for changes to the following water rights within BINGHAM County(s): Right No(s). 35-2424; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion. The proposed point of diversion is in SWSW Sec 27 T6S R30E for 2.08 cfs from ground water.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 9/28/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 9/9/2020 and 9/16/2020

Henman, Christina

From: Henman, Christina
Sent: Wednesday, September 02, 2020 4:27 PM
To: Jordan, Blake
Subject: Application for Transfer No. 84338
Attachments: RecommendationForm Transfer25.docx

Watermaster:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right application. You can find a copy of the application at: <https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, then complete the enclosed recommendation form and return it to this office within 14 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 14 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Please contact this office if you have any questions regarding the application.

Holliday, Michael

From: Fritz, Cooper
Sent: Wednesday, September 2, 2020 12:45 PM
To: Holliday, Michael
Subject: FW: Amended Transfer
Attachments: Amended Rice Transfer -- Page 1.pdf

Hi Michael,

The attachment is the amended Rice transfer, page 1.

From: John [mailto:idahorice84@gmail.com]
Sent: Wednesday, September 02, 2020 12:40 PM
To: Fritz, Cooper <Cooper.Fritz@idwr.idaho.gov>
Subject: Re: Amended Transfer

Looks great to me. Thank you Cooper.

-John

On Wed, Sep 2, 2020, 12:36 PM Fritz, Cooper <Cooper.Fritz@idwr.idaho.gov> wrote:

Hi John,

As we discussed on the phone, attached you'll find an amended transfer, page 1 is filled out.

The amended page changes Section 27 to Section 26. All else is the same as submitted.

If you accept the changes, simply reply as such to this email.

Thanks,

Cooper