

SUPPORT DATA

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

IN FILE # 75-4415

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
<u>75-4415</u>	<u>S.E.S.E. 10ace</u>	<u>40cfs</u>	<u>SECTION 19</u>		
<u>75-7006</u>	<u>3.8 ac.</u> <u>4.0 ACRES</u>	<u>.08cfs</u>	<u>SECTION 19</u>		

RECEIVED

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

JAN 6 7 2010

Department of Water Resources
Eastern Region

- 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 on file with the county Planning and Zoning or Recorder's Office).
- OR
- D. 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 or equivalent **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)

Don Riley & Tom Riley →
304 Lombard Street
Salmon Idaho 83407-3917

4. New Owner/Claimant(s)

Walter & Sonya Haines
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

116 PRAIRIE DUNES CIRCLE

City, State and ZIP Code

Jerome Idaho 83338

New Telephone Number

(208) 284-1592 Email: _____

5. Date you acquired the property April 2006
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>75-4415</u>		
Irrigation	<u>3.6.3.6 .40 cfs</u>	<u>10 acres at .40 cfs</u>
Stock	<u>SECTION 19</u>	<u>irrigation</u>
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number <u>75-7006</u>		
Irrigation	<u>3.6.3.6 .08 cfs</u>	<u>4.0 acres at</u>
Stock	<u>SECTION 19</u>	<u>.08 cfs for</u>
Domestic		<u>irrigation</u>
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s) Walter Haines (title if applicable)
Sonye Black Haines (title if applicable)

Subscribed and sworn to before me this 4th day of January, 2010. Kati Milan
 IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by JB
 Received by JB
 Processed by EC/JB AJ

Date 3/15/2011
 Date 3/15/2011
 Date 3/15/2011

Receipt Amt. \$50. -
 Receipt No. E036477
 WR _____ Date _____

Remove Ron Riley and add
 Walter Haines & Sonye Black

RECEIVED

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

MAR 14 2011

Department of Water Resources
Eastern Region

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75-4415	SESE 10.0 ACRES	.40 CFS	SECTION 19		
75-7006	4.0 ACRES	.08 CFS	SECTION 19		

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- 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**.
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3. Name and Address of Former Owner/Claimant(s)

RON RILEY and Tom Riley
304 Lombard St.
Salmon, ID 83467-3917

4. New Owner/Claimant(s)

WALTER & SONYA HAINES
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or

New Mailing Address

116 PRAIRIE DUNES CIRCLE

City, State and ZIP Code

SERONE IDAHO 83338

New Telephone Number

208 284 1592 Email: Walter_h_haines
@homedepot.com

5. Date you acquired the property

April 2006

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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.

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Irrigation	<u>75-4415 .40 cfs</u>	<u>10 acres at .40 cfs</u>
Stock	<u>SECTION 19</u>	
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number <u>75-7606</u>		
Irrigation	<u>.08 cfs</u>	<u>4.0 acres at .08 cfs</u>
Stock	<u>SECTION 19</u>	
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

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(title if applicable)

(title if applicable)

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For IDWR Office Use Only:

Received by JB
 Received by JB
 Processed by EC JB AJ

Date 3/15/2011
 Date 3/15/2011
 Date _____

Receipt Amt. \$50.
 Receipt No. E030477
 WR _____ Date _____

1/31/09

PMO100 - PARCEL MASTER INQUIRY

15:40:46

PARCEL: RP 25N20E203606 A

HAINES, WALTER
& BLACK, SONYA

513 SMOKEY MOUNTAIN DR

JEROME ID 83338

F17=DD

F24=LD

LEGAL DESCRIPTION

T-4933 BEING A FR OF TRACT 37
& A FR OF HES 366
20 25 20

ProVal Area Number 2

CODE AREA 4-0000 OWNER CD

PARC TYPE LOC CODE 3210

EFFDATE 3012007 EXPDATE

PREV PARCEL RP25N20E203605T

X for parcel		Comments	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
CAT/ST#	RY								
12 1	2008		8647	AC	133164				

TOTALS

8647

133164

ENTER NEXT PARCEL NUMBER RP _____ A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

To: Sonya

208475-6454

2 pages

A portion of Tract 37 and Tract "A" H.E.S. 366 located in Unsurveyed Sections 19, 20, 29, & 30, T. 25 N., R. 20 E., B.M. Lemhi County, Idaho more particularly described as follows:

Beginning at Corner No. 6 of said H.E.S. 366; Thence $N74^{\circ}19'38''E$ the BASIS OF BEARING of this description, 330.03 feet to Corner No. 7 H.E.S. 366;

Thence $S35^{\circ}08'59''E$, 863.06 feet to Corner 16 Tract 37, H.E.S. No. 366;

Thence $S35^{\circ}57'40''E$ along line 16-17 said H.E.S. No. 366, 287.14 feet;

Thence $S60^{\circ}47'50''W$, 162.07 feet to a point on line 1-5 said Tract "A" H.E.S. No. 366;

Thence $N53^{\circ}48'50''W$, 799.71 feet to Corner No. 5 H.E.S. No. 366;

Thence $N23^{\circ}18'02''W$, 496.34 feet to the POINT OF BEGINNING.

EXHIBIT A

THIS DEED OF TRUST, Made this 31st day of March
 BETWEEN WALTER HAINES AND SONYA BLACK, both single persons, K2006
 whose address is 513 Smokey Mountain Dr., Jerome ID 83338; LEMHI TITLE AND
 ABSTRACT COMPANY INC., an Idaho Corporation herein called TRUSTEE, and THOMAS
 B. RILEY A 13% interest and RON RILEY A 87% interest herein called BENEFICIARY,
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE
 IN TRUST, WITH POWER OF SALE, that property in the County of Lemhi
 State of Idaho, described as follows and containing not more than twenty acres:

SEE EXHIBIT "A" ATTACHED HERETO:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED THREE THOUSAND EIGHT HUNDRED & NO Dollars, (\$ 103,800.00) final payment due April 1 2021

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

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor 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 Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes: appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

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

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

Walter Haines

WALTER HAINES

Sonya Black

SONYA BLACK

STATE OF IDAHO, COUNTY OF *April* ---SS
On this *12th* day of *March*, 2006
before me, a Notary Public in and for said State, personally appeared

WALTER HAINES
AND
SONYA BLACK

known to me to be the person(s) whose name(s) are
subscribed to the within instrument, and acknowledged to
me that they executed the same

Lori Williamson

Notary Public,

Residing at *File, Id. 1/24/2010*

STATE OF IDAHO, COUNTY OF *Benchi*
I HEREBY CERTIFY That this instrument was filed for record at
the request of *Benchi Little*

at *40* minutes past *1* o'clock P.M.,
this *3rd* day of *May*,
2006, in my office, and duly recorded in Book
of Mortgages at page

Leri S. Martin

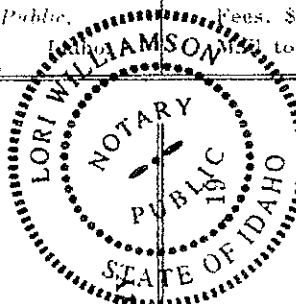
Ex-Officio Recorder.

By *Jana Egan*
9-

Deputy

Fees, \$

paid to:



DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

Idaho,

, 19

To

Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

WARRANTY DEED

For Value Received THOMAS B. RILEY, aka TOM RILEY, a single person, and RON RILEY, a single person,

the grantors, do hereby grant, bargain, sell and convey unto WALTER HAINES AND SONIA BLACK, a single person, 513 Smokey Mountain Dr., Jerome Id 83338

the grantee s, the following described premises, in Lemhi County Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO:

The above conveyance is made free and clear of all other encumbrances except: Rights of way and easements, reservation in Federal patents and state deeds, or other restrictions imposed by law, building and use restrictions of records, building and zoning regulations and ordinances of any governmental unit whether of sight or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, THEIR heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee S, that They the ownerS in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: March 31 2006

Tom Riley
THOMAS B. RILEY

Ron Riley
RON RILEY

by Tom Riley

STATE OF IDAHO, COUNTY OF Lemhi--SS
On this 28 day of March, 2006
before me, a notary public in and for said State, personally appeared
THOMAS B. RILEY

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

Tom Riley
Notary Public,
Salmon, Idaho

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

at 30 minutes past o'clock P.m.
this 3rd day of May
2006, in my office, and duly recorded in Book
of Deeds at page

Lemmi L. Martin
Ex-Officio Recorder

By Jana Engle Deputy.

Fees \$ 9-
Mail to:

INSTRUMENT NO. 267252

RECEIVED
APR 26 2010

Department of Water Resources
Eastern Region

LEMHI TITLE & ABSTRACT - SALMON, IDAHO

267252

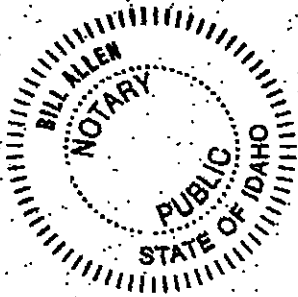
STATE OF IDAHO
County of Lemhi--ss

On this 28th day of April 2006, before me the undersigned a Notary Public in and for said state, personally appeared, TOM RILEY known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of RON RILEY and acknowledged to me that he subscribed the name of RON RILEY thereto as principal and his own name as attorney in fact.

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

B. Allen

Notary Public for Idaho, residing at
My commission expires: _____



267252

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EXHIBIT A

LEMIHI COUNTY, IDAHO

THE PURPOSE OF THIS SURVEY IS TO RELOCATE COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES AND NO ADDITIONAL PARCELS ARE HEREBY CREATED; THEREFORE, THIS SURVEY IS EXEMPT FROM A LOT SPLIT REVIEW.

NOTE: SEE PREVIOUS RECORD OF SURVEY INSTRUMENT NO. 249002

NUMBER	DIRECTION	DISTANCE
L1	S 35°00'59" E	15.98
L2	N 53°48'50" W	57.78

RECORDERS CERTIFICATE

Instrument No. 243406
 Date of Day May 19 2006
 Date May 19 2006 Page 19
 Recorded in Lemhi County, Idaho.
Shari L. Martin County Recorder

SURVEYORS CERTIFICATE

I, Thomas Taylor, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of the survey conducted under my supervision.

Thomas Taylor Registered Professional Land Surveyor No. 8348 Date 5/18/06
 State of Idaho
 Thomas Taylor

LEGEND

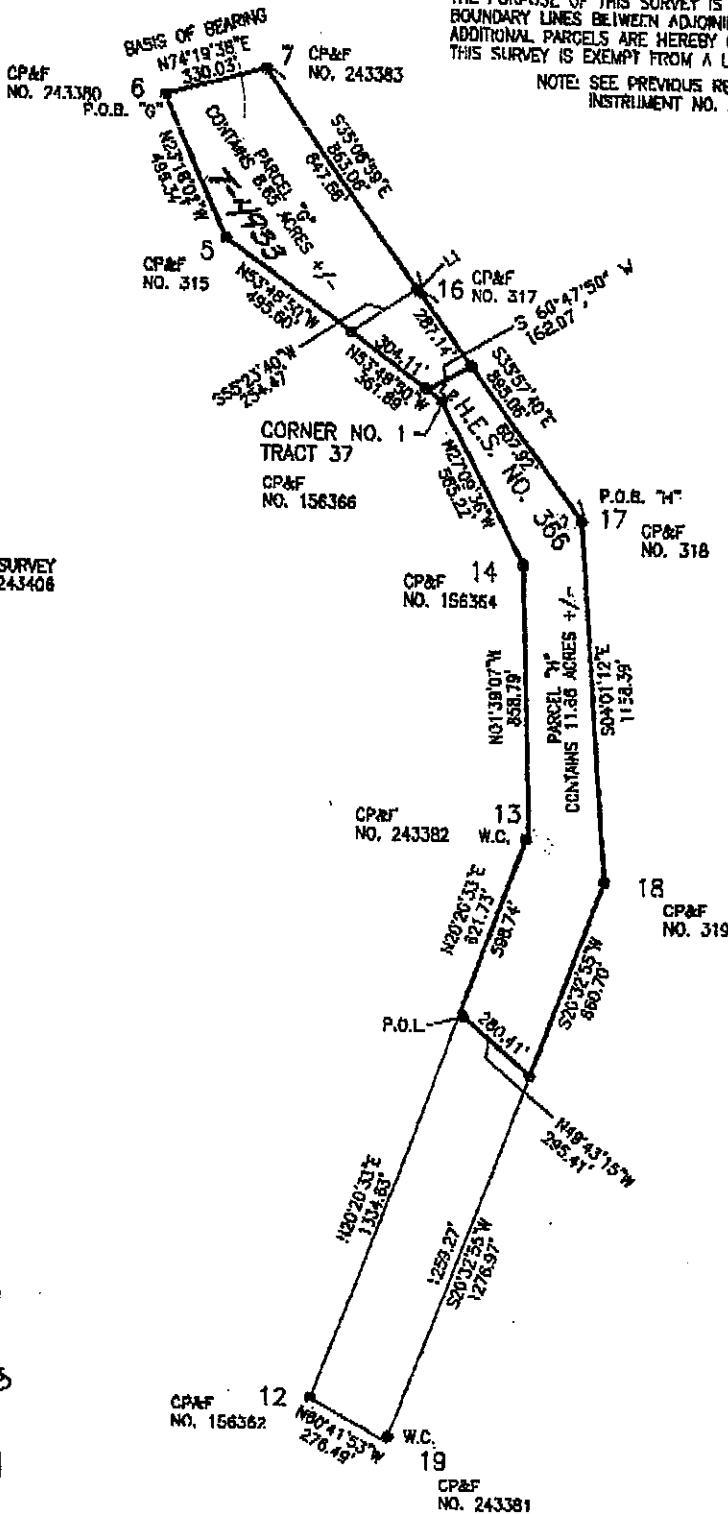
- H.E.S. corner control
- Placed 1/2" x 24" Rebar with a plastic cap marked "TMS 15 8348"
- W.C. WITNESS CORNER
- P.O.B. POINT OF BEGINNING
- P.O.L. POINT ON LINE

RECORD OF SURVEY	
TOM RILEY	
Lic. 112, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
TAYLOR MOUNTAIN SURVEYING	
PROFESSIONAL LAND SURVEYING	
200 W. MAIN ST. SUITE 100	
BOZEMAN, MT. 59701	
PHONE 444-1111	
FAX 444-1112	

RECORD OF SURVEY
 INSTRUMENT NO. 243406



GRAPHIC SCALE



07/31/2009 14:52 7563173
17/31/09

LEMHI CO

PAGE 01

PMO100 - PARCEL MASTER INQUIRY

15:40:46

PARCEL: RP 25N20E203606 A

HAINES, WALTER
& BLACK, SONYA

513 SMOKEY MOUNTAIN DR

JEROME ID 83338

F17=DD

F24=LD

LEGAL DESCRIPTION

T-4933 BEING A FR OF TRACT 37
& A FR OF HES 366
20 25 20

ProVal Area Number 2

CODE AREA 4-0000 OWNER CD

PARC TYPE LOC CODE 3210

EFFDATE 3012007 EXPDATE

PREV PARCEL RP25N20E203605T

X for parcel comments

CAT/ST#	RY	QUANTITY	UN	VALUE	HO	MRKT	HO	EXMP	CB	MRKT	OTHER
12 1	2008	8647	AC	133164							

TOTALS

8647

133164

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=Srch F22=EU

ENTER NEXT PARCEL NUMBER RP

A

To: Sonya

208-475-6154

2 pages

THIS DEED OF TRUST, Made this 31st day of March
 BETWEEN WALTER HAINES AND SONYA BLACK, both single persons, x12006
 whose address is 513 Smokey Mountain Dr., Jerome ID 83338; LEMHI TITLE AND
 ABSTRACT COMPANY INC., an Idaho Corporation herein called TRUSTEE, and THOMAS
 B. RILEY A 13% interest and RON RILEY A 87% interest herein called BENEFICIARY,
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE
 IN TRUST, WITH POWER OF SALE, that property in the County of Lemhi
 State of Idaho, described as follows and containing not more than twenty acres:

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TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

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

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor 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 Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

IN THE EVENT OF DISSENT OR CONTESTATION OF THE TRUST HEREBY CREATED, AND WHEN ANY SUCH SUBSTITUTION HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE PROPERTY HEREIN DESCRIBED IS SITUATED, IT SHALL BE CONCLUSIVE EVIDENCE OF THE APPOINTMENT OF SUCH TRUSTEE OR TRUSTEES, AND SUCH NEW TRUSTEE OR TRUSTEES SHALL SUCCEED TO ALL OF THE POWERS AND DUTIES OF THE TRUSTEE OR TRUSTEES NAMED HEREIN.
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Walter Haines
WALTER HAINES

Sonya Black
SONYA BLACK

STATE OF IDAHO, COUNTY OF *App'l* ---SS
On this *12th* day of *March*, 2006
before me, a Notary Public in and for said State, personally appeared
WALTER HAINES
AND
SONYA BLACK

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

Lori Williamson
Notary Public

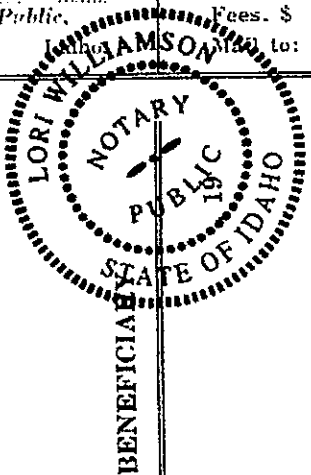
Residing at *File, Id. 1/26/2010*

STATE OF IDAHO, COUNTY OF *Benhi*
I HEREBY CERTIFY That this instrument was filed for record at the request of *Benhi Little*
at *40* minutes past *1* o'clock P.M.,
this *3rd* day of *May*, 2006, in my office, and duly recorded in Book
of Mortgages at page

Lori L. Martin
Ex-Officio Recorder

By *Jana Taylor*
9- Deputy

Fees. \$
to:



DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To _____, Idaho, _____, 19____
Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

A portion of Tract 37 and Tract "A" H.E.S. 366 located in Unsurveyed Sections 19, 20, 29, & 30. T. 25 N., R. 20 E., B.M. Lemhi County, Idaho more particularly described as follows:

Beginning at Corner No. 6 of said H.E.S. 366; Thence $N74^{\circ}19'38''E$ the BASIS OF BEARING of this description, 330.03 feet to Corner No. 7 H.E.S. 366;

Thence $S35^{\circ}08'59''E$, 863.06 feet to Corner 16 Tract 37, H.E.S. No. 366;

Thence $S35^{\circ}57'40''E$ along line 16-17 said H.E.S. No. 366, 287.14 feet;

Thence $S60^{\circ}47'50''W$, 162.07 feet to a point on line 1-5 said Tract "A" H.E.S. No. 366;

Thence $N53^{\circ}48'50''W$, 799.71 feet to Corner No. 5 H.E.S. No. 366;

Thence $N23^{\circ}18'02''W$, 496.34 feet to the POINT OF BEGINNING.

EXHIBIT A



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

March 31, 2010

Walter and Sonya Haines
116 Prairie Circle
Jerome ID 83338

RE: Change in Ownership Water Right No. 75-4415 and 75-7006

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

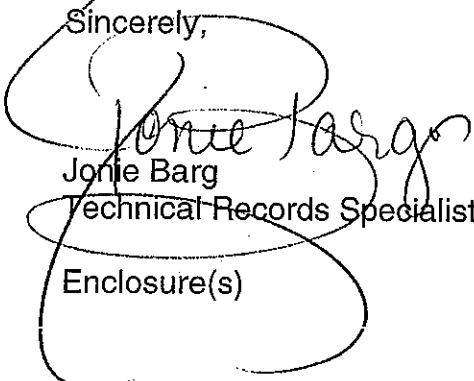
**** **Evidence of Water Right Ownership:** copy of 'recorded' Deed or other legal document indicating your ownership of the property and/or water rights in question

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,


Jonie Barg
Technical Records Specialist

Enclosure(s)

RECEIVED

APR 26 2010

Department of Water Resources
Eastern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

January 7, 2010

WALTER AND SONYA HAINES
116 PRAIRIE DUNES CIRCLE
JEROME ID 83338

RE: Change in Ownership for Water Right No. 75-4415 & 75-7006

Dear Claimant:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

- XXX Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed.
- XXX **Evidence of Water Right Ownership:** copy of RECORDED Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question.

Because the Department cannot process the ownership change without proper documentation and fees, we will hold any action on your notice pending receipt of the necessary information or fees. If we do not receive the necessary information or fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Bobby Kern
Office Specialist II

Enclosure(s)