

COVENANTS. Borrower and Lender covenant and agree that:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or, if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's Rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

RECORDED A E D

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(Page 2 of 6 pages)

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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6661 11831
)

Jerome

On the 15th day of December, 1993 before me the undersigned
(Name of Notary Public, etc.)

personally appeared SHIRLEY W. STOKES and MARTHA A. SCHERR
(Name(s) of person(s))

known or identified to me 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.

(Seal or Stamp)

(Signature)

Notary Public in and for the State of Idaho,
residing at Jerome, Idaho
My commission expires _____

STATE OF IDAHO

COUNTY OF _____

On this _____ day of _____, before me _____
(Name of Notary Public, etc.)

personally appeared _____
(Name(s) of person(s))

known or identified to me to be _____
(Type of Authority, e.g., Officer(s) of Corporation, Partner(s) of Partnership, Trustee, etc.)

of the _____
(Name of the Entity, e.g. Corporation, Partnership, Trust, Estate, etc.)

that executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same [or that the above named and authorized person(s) executed the within instrument in the name of said entity].

(Seal or Stamp)

(Signature)

Notary Public in and for the State of Idaho,
residing at _____
My commission expires _____

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FEB 11 1993

C. Assignment of the Loan. If Lender transfers its interest in or a right to receive loan payments under the Note secured by the Security Instrument, this Addendum, or any part of it, may be cancelled at the option of Lender and without advance notice to Borrower, and Lender may make and record any instrument, without signature of Borrower, which may be necessary to give record notice of such cancellation.

Shirley W. Stokes
Shirley W. Stokes

Martha A. Scherr
Martha A. Scherr

STATE OF IDAHO

COUNTY OF Jerome

On this 15th day of December, 1993, before me the undersigned
(Name of Notary Public, etc.)

personally appeared SHIRLEY W. STOKES and MARTHA A. SCHERR
(Name(s) of person(s))

known or identified to me 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.

(Seal or Stamp)

(Signature)

Notary Public in and for the State of Idaho,

residing at Jerome, Idaho

My commission expires _____

STATE OF IDAHO

COUNTY OF

On this _____ day of _____, _____, before me _____
(Name of Notary Public, etc.)

personally appeared _____
(Name(s) of person(s))

known or identified to me to be _____
(Type of Authority, e.g., Officer(s) of Corporation, Partner(s) of Partnership, Trustee, etc.)

of the _____
(Name of the Entity, e.g Corporation, Partnership, Trust, Estate, etc.)

that executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same [or that the above named and authorized person(s) executed the within instrument in the name of said entity].

(Seal or Stamp)

(Signature)

Notary Public in and for the State of Idaho,

residing at _____

My commission expires _____

SECS 7, 8, 17, 1

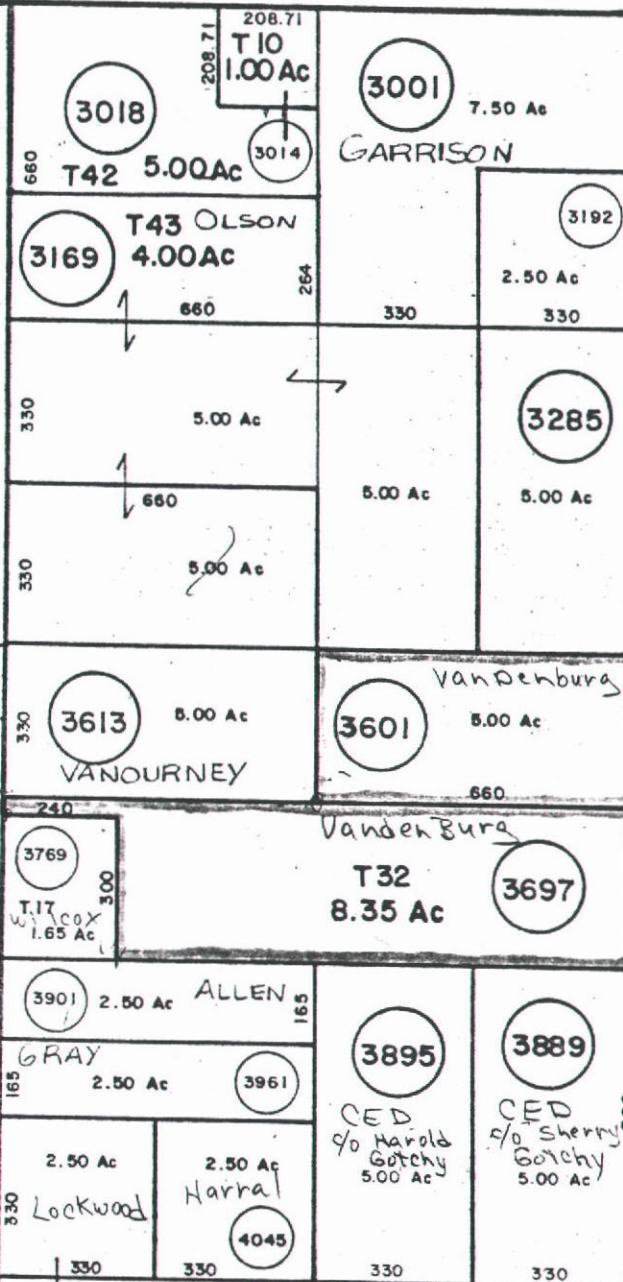
0001

DON C. TOLMAN

T19
39.00 Ac

2328

T11
1.00 Ac



MICROFILMED
FEB 11 1999

2405
T 36
78.90 Ac

METROPOLITAN MORTGAGE
& SECURITIES Co., INC.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

AUG 18 1993

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 36-08409

1. Owner: James F. Vandenburg Phone No. 324-3622

Current Address: 432 S. 100E. Terome Id 83338

2. Accompanied by: Brian Block, IDWR EXAM. DATE: 6/16/92

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: NONE

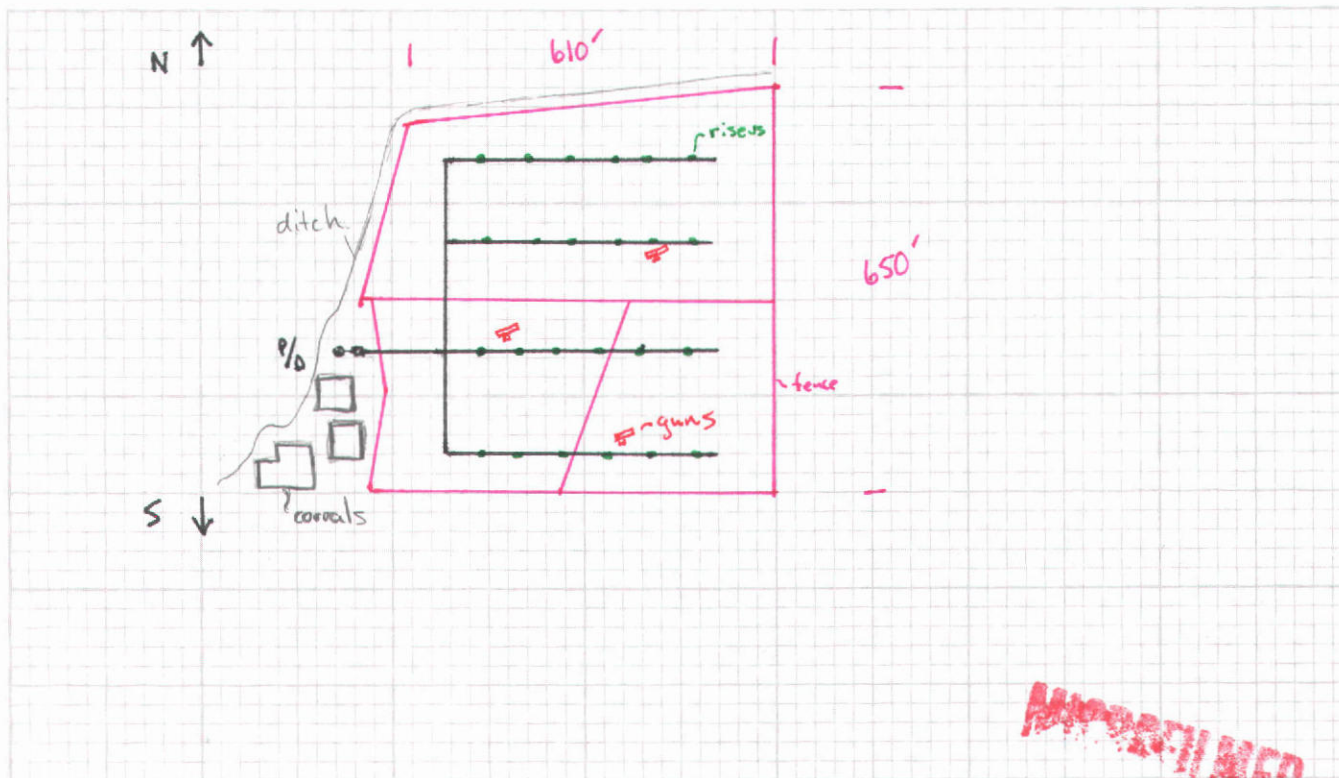
☒ Copies Attached
(Permit Application Report)

2. Other water rights with same point of diversion: NONE

☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



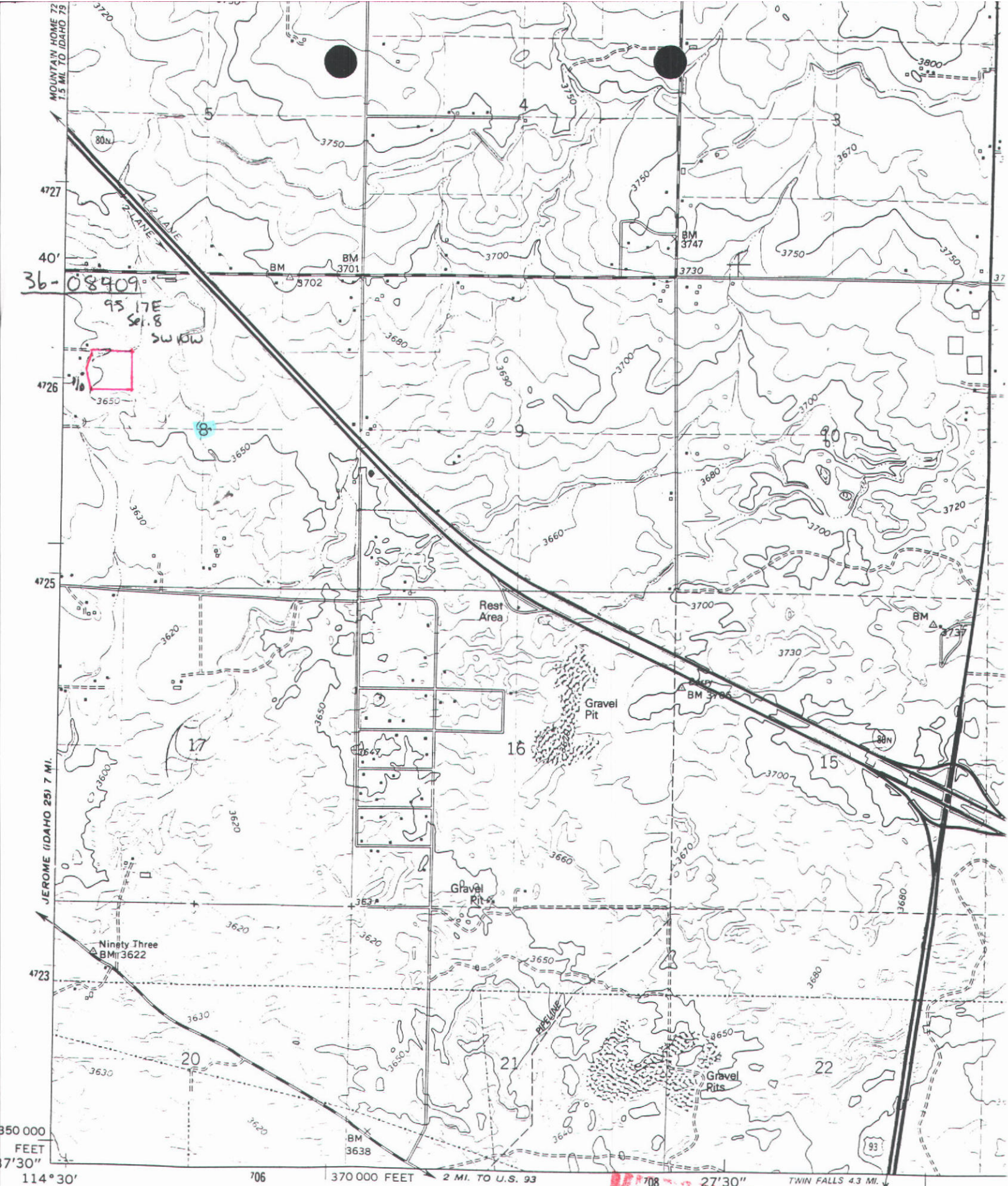
Scale: 1" = 310'

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.

☒ Aerial Photo Attached
(required for irrigation of 10 acres or more).

RECEIVED
OCT 19 1993



Mapped, edited, and published by the Geological Survey

Control by USGS and NOS/NOAA

Topography by photogrammetric methods from aerial photographs taken 1962 and by planetable surveys 1964

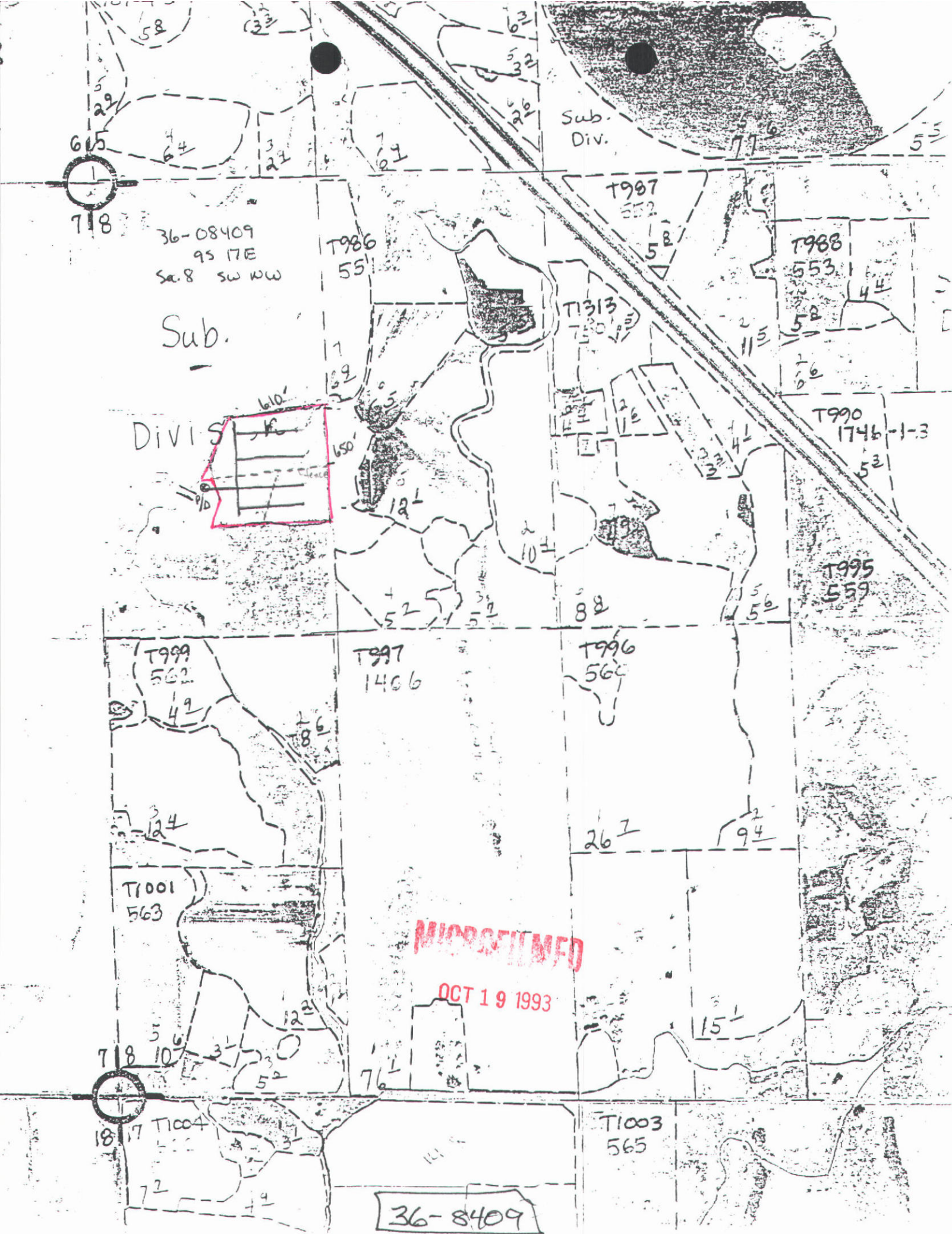
Revised from aerial photographs taken 1976

Limited field check 1979, 1981, 1982

NOT FILMED

OCT 19 1993





Sub.
Div.

36-08409
95 17E
Sec. 8 SW WW

Sub.

DIVISION

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OCT 19 1993

36-8409



●
↖ P/D



P/u ↗



↖
P/u

MISSOURI

OCT 19 1993

36-8409



← P/U

P/U →



← Corral's
by P/U

36-8409
OCT 19 1993

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

RECEIVED

APR 02 1997

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) 36-08409, 36-13883 deeded
Adjudication Claim Number(s) _____

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) JAMES VANDENBURG

12430 E. BARBARY COAST RD. TUCSON AZ 85749

4. New Owner/Claimant(s) MR. SHIRLEY W. STOKES

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address 4325 100 E

City, State and ZIP Code JEROME ID 83338

New Telephone Number (208) 324-3302

5. Date you acquired the property DEC 15, 1993

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS .24 Number of homes 1 Other uses LAWS/STOCK - See ATTACHED
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) MICROFILMED SW Stokes Date 3-29-97

FEB 11 1999

Date _____

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190

IDWR Southern Region, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

FREECEI V E D

JAN 18 1999

Department of Water Resources

COPY

[Space Above This Line For Recording Data]

J-20574

Ln. #98-200 138636-6

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 15, 1993
The grantor is SHIRLEY W. STOKES, a single man and MARTHA A. SCHERR, a single woman

The trustee is LAND TITLE AND ESCROW, INC., an Idaho Corporation ("Borrower").
("Trustee"). The beneficiary is WASHINGTON FEDERAL SAVINGS, which is organized and existing under
the laws of The United States of America, and whose address is 1001 West Idaho Street, Boise, Idaho 83701
("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-SEVEN THOUSAND NINE
HUNDRED TWENTY AND NO/100 Dollars
(U.S. 127,920.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on January 1, 2024.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and
all renewals, extensions, and modifications; (b) the payment of all other sums, with interest, advanced under
paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants
and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and
conveys to Trustee, in trust, with power of sale, the following described property located in Jerome
County, Idaho:

SEE ATTACHED EXHIBIT "A" HERETO AND
BY THIS REFERENCE MADE A PART HEREOF.

which has the address of 432 South 100 East
[Street] [City]
Idaho 83338
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.
All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right
to grant and convey the property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants
with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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FEB 11 1999

Borrower's Initials

MS

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or, if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's Rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay any premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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Borrower's Initials

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12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Area and Location of Property. Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Planned Unit Development Rider

☒ Other(s) [specify] Addendum to Uniform Deed of Trust

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Shirley W. Stokes
Shirley W. Stokes

Martha A. Scherr
Martha A. Scherr

On this 15th day of December, 1993 before me the undersigned
(Name of Notary Public, etc.)
personally appeared SHIRLEY W. STOKES and MARTHA A. SCHERR
(Name(s) of person(s))
known or identified to me 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.

(Seal or Stamp)

(Signature)
Notary Public in and for the State of Idaho,
residing at Jerome, Idaho
My commission expires _____

STATE OF IDAHO)
COUNTY OF) ss. _____
On this _____ day of _____, before me _____
(Name of Notary Public, etc.)
personally appeared _____
(Name(s) of person(s))
known or identified to me to be _____
(Type of Authority, e.g., Officer(s) of Corporation, Partner(s) of Partnership, Trustee, etc.)
of the _____
(Name of the Entity, e.g. Corporation, Partnership, Trust, Estate, etc.)
that executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same [or that the above named and authorized person(s) executed the within instrument in the name of said entity].

(Seal or Stamp)

(Signature)
Notary Public in and for the State of Idaho,
residing at _____
My commission expires _____

ADDENDUM TO UNIFORM DEED OF TRUST

Date: December 15, 1993

Loan No. 98-200 138636-6

Addendum attached to and forming part of the Deed of Trust ("Security Instrument") of even date by and between SHIRLEY W. STOKES, a single man and MARTHA A. SCHERR, a single woman

LAND TITLE AND ESCROW, INC., an Idaho Corporation as Grantor/Borrower;
and WASHINGTON FEDERAL SAVINGS as Trustee;
and WASHINGTON FEDERAL SAVINGS as Beneficiary.

1. OCCUPANCY OF THE PROPERTY BY BORROWER.

There are two alternative covenants stated below which refer to occupancy of the Property by the Borrower, and only one alternative shall be a part of this Addendum. Lender has determined which alternative is a covenant of the Borrower by checking below the appropriate box opposite the paragraph immediately preceding the paragraph Lender has determined to be applicable to Borrower, and Borrower has agreed to this chosen alternative by executing this Addendum to the Security Instrument and pursuant to the terms of Lender's loan commitment.

☒ **Occupation of Property by Borrower Required.**

Uniform Covenant 6 of the Security Instrument is amended by deleting the first sentence and adding the following language:

"Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless lender otherwise agrees in writing and in its sole discretion; provided, however, that if the loan evidenced by the Security Instrument is a 'custom' construction loan as defined by a Construction Loan Agreement between Lender and Borrower, then Borrower shall begin to occupy, establish and use the Property as Borrower's principal residence within sixty (60) days after receipt of Certificate of Occupancy, or similar official document, from the applicable governmental authority, unless Lender in its discretion agrees in writing to waive any governmental requirement. Borrower acknowledges that Uniform Covenant 6, as here amended, is required by Lender in consideration of Lender extending Borrower an 'Occupancy Note Rate' which is less than the prevailing 'Non-Occupancy Note Rate'. If Borrower shall default on the terms of occupancy as stated above, Lender may elect, at its option and notwithstanding any other terms of the Security Instrument to the contrary, any of the following remedies: (a) Lender may accelerate the terms of the Note and, upon fifteen (15) days notice, call the loan immediately due and payable in full, and if Borrower fails to make payment in full, Lender may thereafter exercise any remedy permitted by the Security Instrument, including suit on the Note or foreclosure upon the Security Interest and the Property; or (b) Lender may adjust the interest rate on the Note (and any monthly payment occasioned by such adjustment) to Lender's 'Non-Occupancy Note Rate' which existed as of the date of the Note and Security Instrument and require further consideration for not calling the loan immediately due and payable, including but not limited to (i) having Borrower convey to Lender a Fannie Mae Multistate 1-4 Family Rider (Assignment of Rents) and (ii) having Borrower pay any amount of principal on the loan necessary (if at all) to make the loan conform to whatever loan-to-value ratio conditions Lender would have required of a 'Non-Owner-Occupied Loan' on the Property as of the date of the Note and Security Instrument."

☐ **Occupancy of Property By Borrower Waived.**

Uniform Covenant 6 of the Security Instrument is amended by deleting the first sentence.

2. ADDITIONAL SPECIAL COVENANTS.

A. Lender's Right of Acceleration and Judicial Foreclosure.

Uniform Covenant 18 of the Security Instrument is amended by changing the final period to a comma, and adding: "or if acceleration is made by Lender and a judicial foreclosure has been commenced."

B. Reconveyance After Payment of Loan in Full.

Non-Uniform Covenant 22 of the Security Instrument is revised to read as follows:

"22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and reasonable trustee's fee for reconveyance."

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assignment of the Loan. If Lender transfers its interest in the Loan, the Lender may, at its option, assign the Note secured by the Security Instrument, this assignment, in any part of it, may be cancelled at the option of Lender and without advance notice to Borrower, and Lender may make and record any instrument, without signature of Borrower, which may be necessary to give record notice of such cancellation.

Shirley W. Stokes
Shirley W. Stokes

Martha A. Scherr
Martha A. Scherr

STATE OF IDAHO

COUNTY OF Jerome

On this 15th day of December, 1993, before me the undersigned
(Name of Notary Public, etc.)

personally appeared SHIRLEY W. STOKES and MARTHA A. SCHERR
(Name(s) of person(s))

known or identified to me 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.

(Seal or Stamp)

(Signature)

Notary Public in and for the State of Idaho,

residing at Jerome, Idaho

My commission expires _____

STATE OF IDAHO

COUNTY OF _____

On this _____ day of _____, before me _____
(Name of Notary Public, etc.)

personally appeared _____
(Name(s) of person(s))

known or identified to me to be _____
(Type of Authority, e.g., Officer(s) of Corporation, Partner(s) of Partnership, Trustee, etc.)

of the _____
(Name of the Entity, e.g. Corporation, Partnership, Trust, Estate, etc.)

that executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same [or that the above named and authorized person(s) executed the within instrument in the name of said entity].

(Seal or Stamp)

(Signature)

Notary Public in and for the State of Idaho,

residing at _____

My commission expires _____

TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 8: That part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 0°11'00" West, 960.98 feet along the
Westerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to THE TRUE
POINT OF BEGINNING;
Thence North 0°11'00" West, 30.49 feet along the
Westerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point that
lies South 0°11'00" East, 330.49 feet from the
Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 89°49'20" East, 1315.88 feet to the
Easterly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, said point
lies South 0°16'00" East, 326.53 feet from the
Northeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 0°16'00" East along the East boundary
of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 330.50 feet to a point that lies
North 0°16'00" West, 1.98 feet from the
Southeast corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 89°49'20" West, 1076.36 feet, more or
less, to a point that lies 240.00 feet East of
the West boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North parallel to the West boundary of the
SW $\frac{1}{4}$ NW $\frac{1}{4}$, 300.00 feet;
Thence West parallel to the South boundary of the
SW $\frac{1}{4}$ NW $\frac{1}{4}$, 240.00 feet to THE TRUE POINT OF
BEGINNING.

AND a parcel of land located in the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
described as follows:

Commencing at the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 0°11' West along the West boundary of
the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 991.47 feet to a point that lies
South 0°11'00" East, 330.49 feet from the
Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 89°49'20" East, 658.67 feet to THE
TRUE POINT OF BEGINNING;
Thence North 89°49'20" East, 657.21 feet to the
Easterly boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, said point lies
North 0°16' West, 332.47 feet from the Southeast
corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 0°16' West along the East boundary of
the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 326.53 feet to the Northeast corner
of the SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 89°59'40" West, 656.74 feet along the
Northerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 0°11' East, 328.49 feet to THE TRUE
POINT OF BEGINNING.

RECORDED

FEB 11 1989

RECEIVED

JAN 08 1999

Department of Water Resources

January 6 1999
432 S 100 E
Jerome Id 83338

State of Idaho
Department of water resources
Box 83720
Boise ID 83720-0098

36-08409

Kari Lynn Townsend
Secretary

Thank you for your letter of Dec 30 1998 in which you request certain legal documents re the Change of Water Right ownership from Vandenberg to Stokes. I have enclosed a copy of Deed of Trust with addendum and a legal description of the property.

* (On March 29 1997 I submitted to Mr Burke Scholer a letter describing the property and it's uses including types of irrigation as well as an aerial photo and a plat from Jerome County. Is that submission still in my file?

If there is anything further I can do please advise.

Sincerely,
Shirley W Stokes

SWS/ss



* 1.25.99 - per conversation w/ Roberta Loueace - these files are forwarded to the regions. Ht.

** 1.26.99 - Roberta has a separate file which includes Mr. Stokes letter to Burke. H.

MICROFILMED
FEB 11 1999

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-08409

Priority: January 23, 1989

Maximum Diversion Rate:

0.20 CFS

Maximum Diversion Volume:

40.0 AF

This is to certify, that JAMES F VANDENBERG

432 S 100 E

JEROME ID 83338

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated January 23, 1989; and has submitted Proof of Beneficial Use on July 16, 1991. An examination indicates that the works have a diversion capacity of .230 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	0.20 CFS	40.0 AF

LOCATION OF POINT(S) OF DIVERSION:

SWNW , Sec. 8, Township 09S, Range 17E
JEROME County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
09S	17E	8	SWNW	10		10

Total number of acres irrigated: 10

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right limited to the amount that can actually be beneficially use used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
6. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.

RECORDED

OCT 19 1993

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-08409

CONDITIONS/REMARKS:

7. The Director retains jurisdiction of the right issued to change, add or remove any requirement as determined to be appropriate.
8. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 7TH day of September, 1993.

Acting for R. Keith Higginson, Director

RECEIVED
OCT 19 1993

RECEIVED

JUN 28 1991

No \$ received
Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

For Office Use Only
Amt. of Fee \$ 50.00
Date 7-16-91
Receipt No. 002149
Received by SW

RECEIVED

JUL 16 1991

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 36-08409 Telephone No. 324-36222. Name(s) of Permit Holder(s): JAMES F. VANDENBERG3. Post Office Address: 432 S. 100E. JEROME, ID 833384. Source of Water: GROUND WATERa. If ground water, well driller's name: _____ Date drilled: * 12+ yearsb. Pump horsepower: 7 Pressure (psi): 40 Dynamic pumping level (ft.): 180

5. Extent of Use:

Domestic _____ (No. of households)

Irrigation 13 (No. of acres)

Stockwater _____ (No. and type of stock)

Other _____

6. Total rate and/or volume for which proof is submitted 0.20 cfs _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? Yes ☒ No Installed? Yes ☒ No

OR

Flow Measurement Port: Required? Yes ☒ No Installed? Yes ☒ No

8. Fee Enclosed: \$ _____ (See License Examination Fee Schedule)

9. Person to contact to accompany the Department representative during the field examination:

Jim VANDENBERG
Name324-3622
Telephone No.432 S. 100E. JEROME, ID 83338
Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

AUG 22 1991

6-27-91
DateJ. Vandenberg
Signature (and title if on behalf of a company or organization)

* Date drilled - property purchased 2 yrs ago, and well was in place for at least 10 years.

State of Idaho
Department of Water Resources
Permit To Appropriate Water

NO. 36-08409

Proposed Priority: January 23, 1989 Maximum Diversion Rate: 0.20 CFS

This is to certify, that **JAMES F. VANDENBERG**
432 S. 100 E.
JEROME, ID 83338

has applied for a permit to appropriate water from: **GROUNDWATER**
and a permit is **APPROVED** for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	03/15 to 11/15	0.20 CFS

LOCATION OF POINT(S) OF DIVERSION: SWNW Sec. 8, Township 09S, Range 17E
JEROME County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
09S	17E	8	SWNW	13		13

Total number of acres irrigated: 13

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before June 1, 1992.
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. Any license issued by IDWR pursuant to the permit or portion thereof for the use of trust water is subject to a term review of 20 years after the date of this approval to determine availability of water for the use and to re-evaluate the public interest at the end of the term.
5. Diversion and use of water under this permit is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. The Director retains jurisdiction of the permit and/or subsequent license issued to change, add or remove any requirement as determined to be appropriate.
7. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this

12th day of June, 1991.

AUG 22 1991

for *R. Keith Higginson*
R. Keith Higginson, Director

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
Original Application	36-08409	Gordon O. Glasmann Joyce E. Glasmann	0.2
Full Assignment	36-08409	James ~~E.F.~~ Vandenberg	0.2

RECEIVED
AUG 28 1961

RECEIVED
APR 05 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

ASSIGNMENT OF APPLICATION FOR PERMIT

I, Gordon O. Glanville, hereby assign to James F. Vandenberg
of, 432 South 100 East Jerome, Id. 83330
(Full Address)

All my right, title, and interest in and to Application for Permit
No. 36-06409 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to
Application for Application for Permit No. _____ to appropriate the public
waters of the State of Idaho.

Describe portion of the application assigned listing the number of acres in each 40 acre
subdivision, point of diversion location, and the amount of water in cubic feet per second.

Made this 25 day of March, 1991.

Gordon O. Glanville
Applicant

State of Idaho)
County of Latah)
ss

On this 25 day of March, 1991, personally appeared before me the signer of the
above instrument, duly acknowledged to me that he (she) (they) executed the same.

Barbara Reed
Notary Public

seal

My commission expires: 2-20-97

AUG 22 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Gordon O. & Joyce E. Glasmann Phone 208-324-7475
Post office address P.O. Box 543 Jerome, Idaho 83338

2. Source of water supply Ground Water which is a tributary of _____

3. Location of point of diversion is S.W. $\frac{1}{4}$ of N.W. ~~$\frac{1}{4}$ of S.E.~~ $\frac{1}{4}$, Govt. Lot _____
Sec. 8 Township 9 South Range 17 East B.M. Jerome County; additional
points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 0.20 for Irrigation purposes from 15 March to 15 Nov. (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 0.20 and/or (b) _____
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Big Sprinklers
well pumping existing well

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.

c. Proposed well diameter is 10" inches; proposed depth of well is 155 feet.

d. Is ground water with a temperature of greater than 90°F being sought? no

7. Time required for the completion of the works and application of the water to the proposed beneficial use is
1 years (minimum 1 year).

AUG 22 1991

8. Description of proposed uses (if irrigation only, go to item 9):

- Hydropower; show total feet of head and proposed capacity in KW. _____
- Stockwatering; list number and kind of livestock. _____
- Municipal; show name of municipality. _____
- Domestic; show number of households. _____
- Other; describe fully. _____

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: *D* for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
95	17 E.	8							13										13

Total number of acres to be irrigated 13

10. Describe any other water rights used for the same purposes as described above. 8 Shares North

Side canal water Jerome, Idaho

11. a. Who owns the property at the point of diversion? Applicants

b. Who owns the land to be irrigated or place of use? Gordon O. Joyce E. Glasmann

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

12. Remarks: Developed in 1979

AUG 22 1991

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

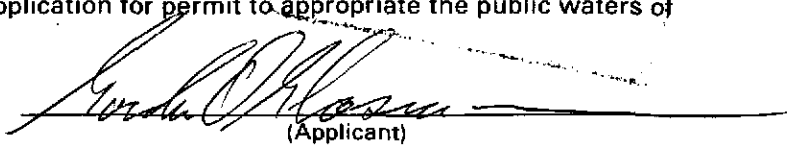
R. 17E

T. 9S PD, PU S

AUG 22 1891

Scale: 2 inches equal 1 mile.

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


(Applicant)

Received by JS Date 1-23-89 Time 11:10 am Preliminary check by TB
Fee \$ 30.00 Receipted by JS # 5006136 Date 1-23-89
Publication prepared by BLM Date 4-9-91 Published in Northside News
Publication approved JS Date 4-30-91

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.
- e. Other:

APR 22 1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

January 28, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SHIRLEY W STOKES
3753 MEADOWBROOK
AMMON ID 83406

522-7472 2-1-02
Mr. Shirley Stokes called -
new owners Farrell & Paulie Wheatley
@ old Jerome address.
o-change ltr sent
2-4-02.
-m

Re: Snake River Basin Adjudication (SRBA)

Water Right #36-8409 *4-8-02 response*
Change of Address *-m*

Dear Water Right Holder:

2-4 Mr. Stokes said he'll sign & return my ltr.

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right(s) can be sent only to the address on your water right(s) or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary **and list any other water rights you may have** before returning this letter by February 8, 2001. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the water right record.

Sincerely,

Sally
Sally Sherman
Technical Records Specialist
Adjudication Bureau

CHANGE OF OWNERSHIP
LETTER SENT 2-4-02
-m

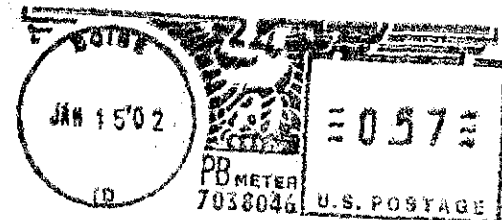
SS:region

The address is correct as shown above or as otherwise changed.

Claimant Signature

Telephone No.

DEPARTMENT OF WATER RESOURCES
1301 N. ORCHARD ST.
BOISE, ID 83706-2237



RECEIVED

JAN 25 2002

Department of Water Resources

STOK432 833382223 1900 03 01/23/02
FORWARD TIME EXP RTN TO SEND
STOKES
3753 MEADOWBROOK
AMMON ID 83406

RETURN TO SENDER

SHIRLEY W STOKES
432 S 100 E
JEROME ID 83338



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

DIRK KEMPTHORNE
GOVERNOR

February 4, 2002

KARL J. DREHER
DIRECTOR

FARRELL AND PAULIE WHEATLEY
432 S 100 E
JEROME ID 83338

RE: Snake River Basin Adjudication (SRBA)
Water Right #36-8409

Dear Water Right Holders:

The former owners of your property advised us you are the current owners of the property and water right referenced above. Before we can modify our records to reflect your ownership of the property and water right referenced above, we need Form 42-248/42-1409(6) completed and returned. I have enclosed this form for your use.

Please call me toll-free at 1-800/451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosure:

Form 42-248/42-1409(6)

cc: S. Stokes



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

January 26, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SHIRLEY W STOKES
432 S 100 E
JEROME ID 83338

RE: Water Right 36-08409

Dear Mr. Stokes:

The Department is in receipt of the correspondence changing ownership of the above referenced water right to you. We have modified our records to reflect this change in ownership and a computer generated report is enclosed.

Just a reminder, because of a law that went into effect July 1, 1996, all water right owners are required to report change of address or ownership to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee to the water right owner. If you have other water rights that haven't had the ownership updated please contact the department as soon as possible.

If you have any questions regarding this matter, please feel free to contact me at (208) 327-7947.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jim Johnson', written over a horizontal line.

JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure

MICROFILMED

FEB 11 1999



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

December 30, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

SHIRLEY W STOKES
432 S 100 E
JEROME ID 83338

RE: Change of Ownership for Water Right 36-08409

Dear Mr. Stokes:

The Notice of Change of Water Right Ownership form that you submitted for the above listed right has been forwarded to me for processing.

There was no support documentation included with the ownership change request. In order for me to complete the processing of your request I will need a copy of a legal document indicating your ownership of the property. (Please reference the highlighted areas on the enclosed copy).

I will be happy to finalize your request upon receipt of the required documentation.

If you have any questions regarding this matter, please call me at 208-327-7941.

Sincerely,

A handwritten signature in cursive script, reading "Kari Lynn Townsend".

Kari Lynn Townsend
Secretary

/k

Enclosure

MICROFILMED

FEB 11 1999



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 7, 1993

JAMES F VANDENBERG
432 S 100 E
JEROME ID 83338

RE: WATER RIGHT NO. 36-08409

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jim Johnson', written over the typed name.

JIM JOHNSON
Water Rights Supervisor

JJ:dc

Enclosure

NOT RECORDED

OCT 19 1993

WR0749NP
No. L36-08409

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT
(REGIONAL)

DATE: 08/31/93
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JAMES F VANDENBERG 432 S 100 E JEROME ID 83338 (208) 324-3622	01/23/1989	IRRIGATION	04-01 10-31	0.20 CFS	40.0 AFA
TOTAL DIVERSION:					0.20 CFS	40.0 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion Capacity: 0.23 CFS

Point(s) of Diversion: T09S R17E S08 SW NW

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	
09S	17E	8	:					:				:				10.0
TOTAL ACRES																10.0

Pou County: JEROME

Other Rights: SHARES IN NORTHSIDE CANAL

Other Water Rights with Same Point(s) of Diversion and Source:
36-08197 36-08409

Other Water Rights Listing Overlapping Place(s) of use:
36-07867 36-08197 36-08409 36-08515

Conditions of Approval:

- R55 - This right is for the use of trust water and is subject to review
 - 20 years after the issuance of the permit to determine
 - availability of water and to re-evaluate the public interest.
- R56 - Diversion and use of water under this right is subject to an
 - annual use fee if rules are subsequently promulgated which
 - provide for the submittal of the fee.
- R57 - The Director retains jurisdiction of the right issued to
 - change, add or remove any requirement as determined to be
 - appropriate.
- R31 - This right when combined with all other rights shall provide no
 - more than .02 cfs per acre nor more than 4.0 afa per acre for the
 - lands above.

Dates: App. Received: 01/23/1989 Priority Date: 01/23/1989
Proof Due Date: 06/01/1992 Proof Made Date: 07/16/1991
Exam Made Date: 06/16/1992 Exam Sent to S.O.: 08/17/1993
Licensed Date:

Misc: Water District Number: Field Exam Fee: R (Received)

IDAHO DEPARTMENT OF WATER RESOURCES
PLACE OF USE 1/4 1/4 COMPARISON REPORT
(REGIONAL)

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
L3608409	T09S R17E S 8 GROUNDWATER																	10
0100005	SNAKE RIVE :																	
0100016	SNAKE RIVE :																	
0100212	SNAKE RIVE :																	
* A010021223	LARGE CLAI :	38		32		30		33		40		15		30		40		558
0100213	SNAKE RIVE :																	
0100215	SNAKE RIVE :																	
0100220	SNAKE RIVE :																	
3607867	WASTE WATE :									02								2
3607873	GROUNDWATE :																	
A3607873	GROUNDWATE :																1	2
3608197	GROUNDWATE :									02								2
A3608197	GROUNDWATE :									03								3
3608409	GROUNDWATE :									13								13
3608515	GROUNDWATE :									01								1

* This is a groundwater recharge from storage claim.

LICENSE REVIEW CHECKLIST

Permit # 36-8409 Date 8-30-93 Brenda Chapman

	Yes	No	
NAME	<u> </u>	<u>✓</u>	Or Address Change?
PRIORITY DATE	<u> </u>	<u>✓</u>	Advance? <u> </u> Memo to Advance <u> </u>
	<u> </u>	<u>✓</u>	Order to Reinstate Needed?
SOURCE	<u> </u>	<u>✓</u>	Changes? Clarification of Originally Intended source <u> </u>
	<u> </u>	<u>✓</u>	Notice of Intent to Void - Source change.
P/D	<u> </u>	<u>✓</u>	Amendment Needed? <u> </u>
	<u> </u>	<u>✓</u>	Is Overlap Analysis a Consideration?
P/U	<u> </u>	<u>✓</u>	Amendment Needed? <u> </u>
	<u> </u>	<u>✓</u>	Is Overlap Analysis a Consideration?
TOTAL CFS	<u> </u>	<u>✓</u>	Incorrect Fee for rate recommended?
	<u>-NA-</u>	<u> </u>	Disagree/Measurement <u>NONE MADE</u>
	<u> </u>	<u>✓</u>	Pumping Theoretical $(8.8 \times .70 \times 12.5) / (150 + 2.31 \times 75) = .23 \text{ CFS}$
	<u> </u>	<u>✓</u>	System Capacity <u>.23</u>
	<u> </u>	<u> </u>	Allowable Amount: <u>10 acres @ .02 = .20 CFS</u> also = permit limit
TOTAL VOLUME	<u> </u>	<u> </u>	Rate/ac <u>4.0</u> AFA Irr. Season <u>C</u>
	<u> </u>	<u> </u>	<u>4-1 to 10-31</u> Standard Irr. Season
	<u> </u>	<u> </u>	Season Recommended
	<u> </u>	<u>✓</u>	Disagree with Examiner's Calculations?
	<u> </u>	<u> </u>	<u>10 @ 4.0 = 40 AF</u>
	<u> </u>	<u>✓</u>	Flow limit: <u>.20</u> x 214 x 1.9835 = <u>84.8</u>
USES	<u> </u>	<u>✓</u>	Change(s) in Nature of Use? <u> </u>
	<u> </u>	<u>✓</u>	Amendment Needed? <u> </u>
REMARKS	<u> </u>	<u>✓</u>	Multiple P/Ds in 1/4 1/4? <u> </u>
	<u> </u>	<u>✓</u>	Non-Irr. Uses <u> </u>
	<u> </u>	<u>✓</u>	Special Overlap Condition <u> </u>
	<u>RSS/56/57</u>	<u> </u>	Other <u>Trust Conditions to be included</u>
CONDITIONS	<u> </u>	<u>✓</u>	Measuring/Locking Devices Misc/Dates
	<u> </u>	<u>✓</u>	W/Master Control <u> </u> Water Dist
	<u>R31</u>	<u> </u>	Irrigation Overlap <u>1-23-89</u> App Rec'd
	<u> </u>	<u>✓</u>	Water Quality <u>6-16-92</u> Exam Made
COMMENTS:	<u>Reduce acres but not rate.</u>		

RECOMMENDED	CFS	VOL
<u>Irrigation</u>	<u>.20</u>	<u>40.0</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

LICENSE ✓
AMEND

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

AUG 18 1993

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 36-08409

1. Owner: James F. Vandenburg Phone No. 324-3622

Current Address: 432 S. 100E. Serome Id 83338

2. Accompanied by: Brian Block, IDWR EXAM. DATE: 6/16/92

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: NONE

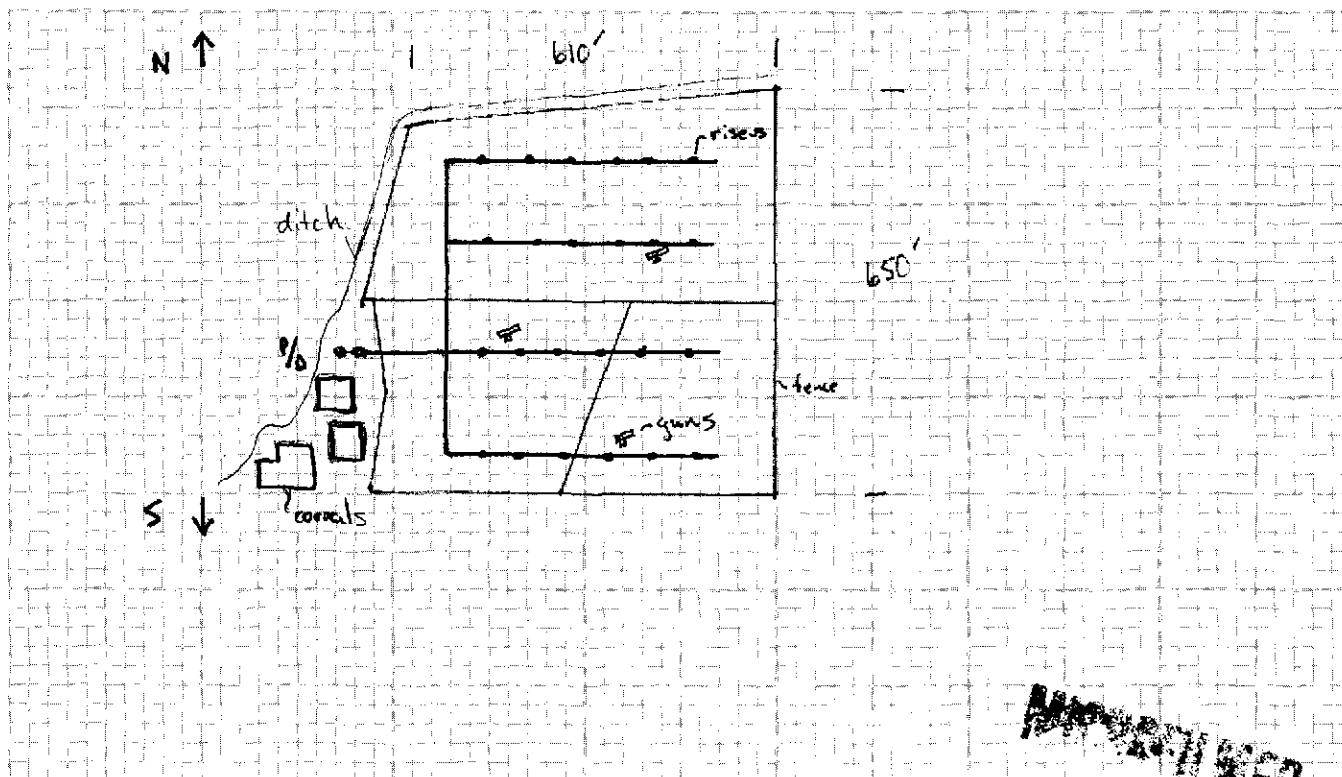
☒ Copies Attached
(from Comparison Report)

2. Other water rights with same point of diversion: NONE

☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



Scale: 1" = 310'

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.

☒ Aerial Photo Attached
(required for irrigation of 10 acres or more).

OCT 19 1993

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

This system consists of a mainline ^(underground) running W-S from the place of diversion with 4 branches running East off this mainline. There are 24 risers altogether with approximately 6 on each branch. The owner also has 3 guns which he rotates to various risers. Normal operation included operating one gun at a time. The discharge pressure was taken from the owner's gauge and was found to be 70psi. The lift, taken from the owner's area estimate, was approximated to be 150 feet.
(guns - Rainbird 102 DL-DH-Raingun) - .6 inch nozzle

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	STA-RITE	5.0		Berkeley	8148718
	Baldor (Bosch)	7.5			

*Code to correspond with No. on map and aerial photo

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SW	1/4	8	09S	17E	Serome	US6A Topo Map

6. **Place(s) of Use:**

Indicate Method of Determination Inspection

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
09S	17E	8							10										10

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OCT 19 1993

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

No measurements were taken

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 10.0 \times 4.0 = 40.0$

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .25 \times 214 \times 1.9835 = 106$

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 40.0$

2. Volume Calculations for Other Uses:

RECORDED

OCT 19 1993

H. REMARKS AND OVERLAP REVIEW ANALYSIS

(CFS)

(AFA)

- 1) Legal limit .20
- 2) Owner's permit paid for .20
- 3) Found during exam .25

- 1) Legal limit 40
- 2) Capacity of his system 206

The owner's permit & proof say that the P/D supplies 13 acres for the P/U. After inspecting the site & studying the USB4 topo map & aerial photo, I find only 10 acres put to use. 3 acres are used for corrals & barns and are not watered by this P/D. So, my recommendation is to license this P/D for the beneficial amounts described in Section I of this report.

I. RECOMMENDATIONS

1. Recommended Amounts

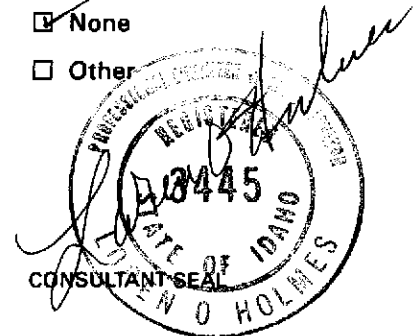
Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	4/1	10/31	.20	40.0
Totals:			.20	40.0

2. Recommended Amendments

- ☐ Change P.D. as reflected above
 ☐ Add P.D. as reflected above
 ☒ None
- ☐ Change P.U. as reflected above
 ☐ Add P.U. as reflected above
 ☐ Other

J. AUTHENTICATION

Field Examiner's Name Brett Barry
 Signature Brett Barry
 Certification Date 3/31/93
 Field Report Preparation Date 6-22-92 '7-7-92



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

RECEIVED
 OCT 19 1993

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS

FILE: 36-08409
DATE: 7-7-92
BY: Brett Barry

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (\text{H.P.}) \times (\text{EFF.})}{\text{TDH}}$

Q = CFS

H.P. = Total Brake Horsepower of pumping plant (including booster)

EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)

TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]

LIFT = depth to water in FEET from land surface to pumping water level

PSI = pumping pressure measured in psi near pump
(if open discharge assume zero [0])

$$Q = \frac{(8.8) \dots (12.5 \text{ H.P.}) \dots (0.70)}{[(\dots 150 \text{ ft} \dots) + (\dots 70 \text{ psi} \dots \times 2.31)]} = \underline{.25 \text{ cfs}}$$

LIFT FROM:
measurement ()
owner (✓)
area estimate (✓)
well logs ()

PSI FROM:
measurement ()
owner (✓)
estimate ()
owner gage ()

NOTES ON PUMP:
Motor Make, Serial or ID
STA-RITE OP4302 / Baldor Motor 7.5 (Booster)
Pump Make, Serial or ID, rating
Berkeley Pump 8148718 (Booster)

REMARKS Booster (Y) (N)
The owner had a STA-RITE submersible motor (SH.P.) with a 7.5 H.P. Baldor motor acting as a booster.

ANNUAL VOLUME ANALYSIS

POTENTIAL Acre Feet/Acre/Annum = $\frac{(\text{DAYS IN SEASON}) \times (1.98) \times (Q)}{(\text{RECOMMENDED ACRES IRRIGATED})}$

(season)	(days)	
3/15 - 11/15	246	
4/1 - 11/1	215	POTENTIAL = $\frac{(\dots 214 \dots) \times (1.98) \times (\dots .25 \text{ cfs} \dots)}{(\dots 10 \text{ acres} \dots)}$
4/15 - 10/15	184	
3/1 - 12/1	276	

POTENTIAL = 10.6

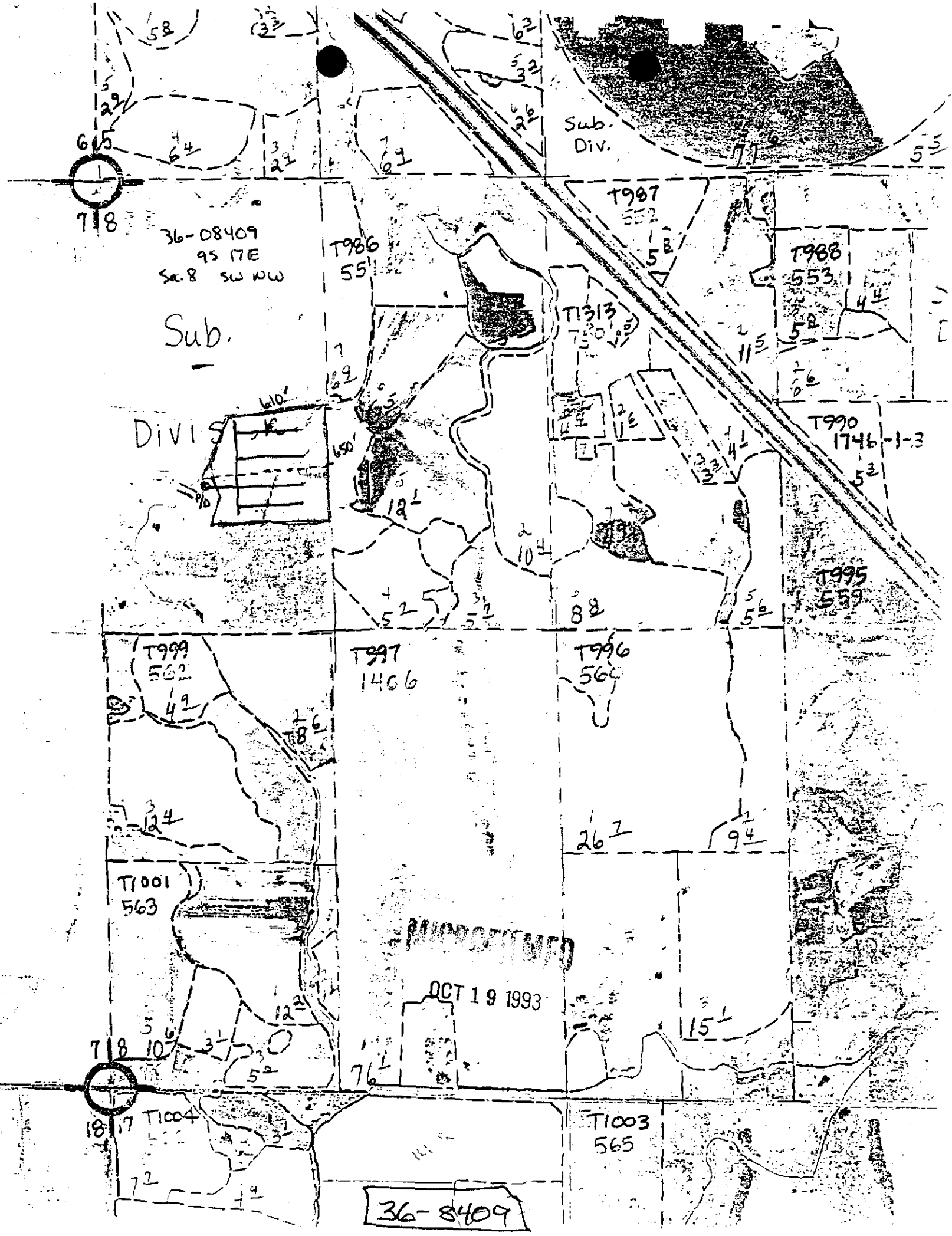
REQUIRED Acre Feet/Acre/Annum = 4.0
(AF/Ann/Ac irrigation requirement from chart for area)
NOTE that this is NOT Consumptive use

IF POTENTIAL IS GREATER THAN REQUIRED THEN NO MEASUREMENT NECESSARY ()

IF POTENTIAL IS LESS THAN REQUIRED THEN MEASUREMENT IS NECESSARY ()

MICROFILMED

OCT 19 1993



36-08409
9S 17E
Sec. 8 SW NW

Sub.

Div. S

Sub.
Div.

T986
55

T987
552

T988
553

T990
1746-1-3

T995
559

T997
1466

T996
560

T999
562

T1001
563

OCT 19 1993

T1003
565

T1004

36-8409



← P/D



P/u →



← P/u

MICROFILMED

OCT 19 1993

36-8409



← P/U



P/U →



← Corral's
by P/U

36-8409
OCT 19 1993

August 14, 1991

JAMES F. VANDENBERG
432 S. 100 E.
JEROME, ID 83338

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 36-08409

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the SOUTHERN Regional Office in Twin Falls at (208)736-3033.

Sincerely,

Rita Fleck
Secretary/Records Manager

c: IDWR - Region

AUG 22 1991

ANALYSIS SHEET
for
PROOF OF BENEFICIAL USE

Permit No. 36-8409

Date 7-1-91

GENERAL CONSIDERATIONS

- ☒ Name same as permit?
☒ Address same as permit? If no, indicate below.
☒ Proof timely received? If no, complete priority advancement below.

SOURCE OF WATER

- ☐ Surface water source
☒ Ground water source
NA Drill permit req'd?
12 yrs old Copy in file? Drill permit no. _____
1 Amt paid for drilling permit? _____ Correct?
1 Well log in file?

LICENSE EXAMINATION FEE

- 1/2 Required?
10 Amount submitted?
10 Correct amount?

MEASURING DEVICE

- 10 Measuring device or access port required?
1 Installed?
1 Waiver requested or needed?

DEFICIENCIES OR ACTION ITEMS

needs \$50.00 fee
Proof acceptable 8-9-91

PRIORITY CALCULATION

Date proof received	<u>NA</u>	
Date proof due		-
No. of days late		=
Priority date		+
NEW PRIORITY DATE		=

[Signature]

July 1, 1991

JAMES F. VANDENBERG
432 S. 100 E.
JEROME ID 83338

Dear Mr. Vandenberg:

Re: Permit No. 36-08409

On June 28, 1991, the Department received the proof of beneficial use form for the above-referenced permit. Note the enclosed instruction sheet/fee schedule. For the diversion of water of 0.20 cfs, the department's license examination fee is \$50.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosure^s

RECORDED

AUG 22 1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 19, 1991

JAMES F. VANDENBERG
432 S. 100 E.
JEROME, ID 83338

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 36-08409

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

Enclosed is a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit. Also enclosed is a form entitled "Proof of Beneficial Use". If your project is already completed you should complete and submit this form immediately.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

This permit authorizes the appropriation of trust water. Trust water is defined as that portion of a particular hydropower water right which exceeds certain minimum stream flows established by state action, and is held in trust by the State of

RECORDED

AUG 22 1991

Idaho for the use and benefit of the people within the state.
Conditions pertaining to a term review, annual use fee and
jurisdiction of the permit are trust water conditions.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:blm

Enclosures

RECEIVED
AUG 22 1981

AFFIDAVIT of PUBLICATION

RECEIVED

APR 29 1991

State of Idaho }
County of Jerome } ss.

Department of Water Resources

Patty Nance, being first duly sworn, deposes and says that she is the printer (publisher) of the Jerome North Side News, a newspaper published every week in Jerome, County of Jerome, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for

2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 17th day of April, 1991, and the date of the last publication was on the 24th day of April, 1991.

Subscribed and sworn to before me this 25th day of April, 1991.
(SEAL)

Victor J. Santiago
NOTARY PUBLIC

NORTH SIDE NEWS
Jerome, Idaho

COST OF PUBLICATION

Number of Picas per Line _____
Number of Lines in Notice _____
Number of Insertions 2X

Lines tabular at _____ 6¢/Pica
281.2 Lines straight at 14.0¢ 5¢/Pica
Subsequent lines at 11.25 4¢/Pica
TOTAL COST 25.31

COPY OF NOTICE

(Paste Here)

Not. Appl. Trust Wat Rts

TITLE OF NOTICE

J. Vandenberg
36-08409

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Id. Dept. Wat. Res.
BILL TO Boise

NOTICE OF APPLICATION FOR TRUST WATER RIGHT

36-08409

VANDEMBERG, JAMES F.

P.O. BOX 543

JEROME, ID 83338

Source: GROUNDWATER

Diversion Pt: SWNW Sec 8 T 09S R 17E

Use: IRRIGATION (.200 CFS)

Total Diversion: (.200 CFS)

Date Filed: 1/23/1989

In: T09S R17E S08 SWNW

13.0 ACRES TOTAL

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before MAY 6, 1991.

-s- R. Keith Higginson, Director
Pub: 4-17, 24 N4662

(Idaho Code, Rev. Statutes 1984)

7-8 pt. per line straight.....5¢/Pica

7-8 pt. per line tabular.....6¢/Pica

7-8 pt. per line successive

insertions.....4¢/Pica

AUG 22 1991

Nº 5016

4662

S T A T E O F I D A H O
DEPARTMENT OF WATER RESOURCES
State Office
1301 North Orchard St.

Statehouse Mail
Boise, Idaho 83720
(208) 327-7900

APRIL 9, 1991

Northside News
Box 468
Jerome, ID 83338

Dear Legal Dept.:

Enclosed you will find legal notices which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. 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. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before MAY 6, 1991.

Yours truly,

BRENDA L. MILLER
Clerical Specialist

Encl.

MAILED
AUG 22 1991

NOTICE OF APPLICATION FOR TRUST WATER RIGHT

36-08409

VANDENBERG, JAMES F.
P.O. BOX 543
JEROME, ID 83338

Source: GROUNDWATER

Diversion Pt: SWNW Sec 8 T 09S R 17E

Use: IRRIGATION (.200 CFS)
Total Diversion: (.200 CFS)

Date Filed: 1/23/ 1989

In: T09S R17E S08 SWNW

13.0 ACRES TOTAL

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R. Keith Higginson, Director

Published 4/17/1991 & 4/24/1991

RECEIVED
AUG 22 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRUST WATER INFORMATION QUESTIONNAIRE

RECEIVED
MAR 11 1991

Department of Water Resources

Application No. 36-8409

INSTRUCTIONS: IF YOU ARE NOT INTERESTED IN HAVING THE APPLICATION PROCESSED, PLEASE COMPLETE AND RETURN THE ENCLOSED WITHDRAWAL FORM.

IF YOU WISH TO HAVE THE APPLICATION PROCESSED, PLEASE ANSWER THE FOLLOWING QUESTIONS AS THOROUGHLY AS POSSIBLE. FAILURE TO RETURN EITHER THE WITHDRAWAL FORM OR QUESTIONNAIRE IS CAUSE FOR THE DEPARTMENT TO VOID THE APPLICATION.

1a. Are you the current owner of the land or place of use described under this application? Yes X No

b. If you are not the property owner, please describe the arrangement enabling you to develop the proposed project.

2a. Has the source of water listed on this application been used to irrigate any of the land described under this same application prior to October 1, 1984? Yes No X

b. If yes, please describe the extent of development and number of acres irrigated. (Note: Uses developed after October, 1984 are considered trust water diversions and may be subject to certain conditions. You may be asked to verify uses established prior to October, 1984.)

3. If you answered NO to ques #2a, please state the number of acres you have irrigated with this source after October 1, 1984. 13 acres

4. If you have not irrigated lands under this application, please state the number of acres you plan to complete.

5. If the permit is a supplemental filing please identify other water rights which are used on the same land.

Approx 8 of the 13 acres are irrigated using water shares from North Side Canal.

Use the reverse side of this form if you wish to add any comments. You may mark changes on the enclosed application to designate any proposed amendments. (Note: Proposed changes which result in an expansion of use will not be considered by the department.)

I hereby assert that the responses provided above are true to the best of my knowledge. I understand that any willful misrepresentations may result in voiding of the application.

Applicant J. Vandenberg

Date 3-8-91

JAMES F. VANDENBERG
432 SOUTH 100 EAST
JEROME, ID 83338

AUG 22 1991

Aerial photo - '84 NHAAP does not prove conclusive / UNCERTAIN AS TO WHERE
13 acres are located in SAGUWA; All are about 10 acres in SAGUWA not irrigated
suggest converting ALL 13 acres OR at least SAGUWA. / Count ALL 13 acres AS TRUST
ACREAGE TOT 5-21-91

ELLIOTT INDUSTRIAL CO.

1505 FOOTE DRIVE
IDAHO FALLS, IDAHO 83402
5/1/93
JEROME, IDAHO 83338

JAMES F. VANDENBERG
432 SOUTH 100 EAST



*Idaho Dept of Water Res.
Statehouse Mail
Boise, Id. 83720-9000*

Aug 22 1991

ATTN: TIPA LAKE



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

Resent 3-1-91
February 26, 1991

RE: APPLICATION FOR PERMIT NO. _____

Dear APPLICANT:

Due to the Swan Falls litigation, Department approval of the enclosed application may have been delayed. The Department is presently reviewing your application and may authorize the proposed development.

The purpose of this letter is to determine: (1) if you are still interested in developing the project, and (2) the extent of development, if any, that has already occurred under the application. Enclosed are two forms requesting information which will help the Department expedite the processing of the application.

1. If you have abandoned or have no interest in continuing with your plans for development of the project, please complete the enclosed withdrawal form and return it to the Department. If you request a withdrawal of the application and the application was not previously advertised, the department will refund your original filing fee.

2. If you wish to continue with your proposed development plans, or have completed all or a portion of the proposed development before October 1, 1984, then you must complete and return the enclosed questionnaire. You may use the questionnaire and enclosed application to make any comments &/or amendments concerning the application. Your completion of the questionnaire will expedite processing and help the department determine if the water diverted under the application is public water or trust water. Approved trust water applications may be subject to additional conditions.

Failure to return either of the above forms within thirty (30) days of the date of this letter is cause for the Department to void the application.

Please be further advised that if any undeveloped portion of your proposed project is greater than 200 acres, or if the application proposes diversion of more than 5.0 cfs, the department will issue a notice requesting additional information as required by Water Appropriation Rule 4,5. (copy enclosed). In particular, rules 4,5,3. through 4,5,3,5. apply to your project if it is more than 200 acres. If necessary, the rule 4,5. information notice will be sent to you after you return the questionnaire.

RECORDED
AUG 22 1991

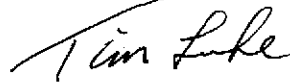
Page 2

If you have questions concerning the content of this letter or about completing the forms, please contact Tim Luke at the address below or by calling directly at 327-7864. The enclosed forms and all other relative information must be returned within thirty (30) days to:

Idaho Department of Water Resources
Statehouse Mail
Boise, Idaho 83720-9000
Attn: Tim Luke

Please note that a copy of your application is enclosed. The application number is also shown on the enclosed questionnaire.

Sincerely,



TIM LUKE
Sr. Water Resource Spec.

Enclosures

RECEIVED
AUG 22 1991

11-Apr-1989

Gordon/Joyce Glasmann
P.O. Box 543
Jerome, ID 83338

Re: Application for permit No. 36-08409

Dear Applicant (s):

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned the above referenced identification number. Please refer to this number in all further correspondence.

Because your application proposes to appropriate water which has been identified as "trust water" in the Swan Falls agreement, it will be processed under rules and regulations for water appropriation that have been adopted as required by law.

Under the rules, applications will be processed at a rate which allows development of 20,000 acres per year. The oldest applications will be processed first, provided that applicants are willing and able to proceed.

For this reason, it is not possible to estimate at this time when action will be taken on your application.

Please feel free to contact this office if you have any questions regarding this procedure.

Very truly yours,

Terry Blau
Sr. Water Resource Agent

TB:MB

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