

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

Scale: 2 inches equals 1 mile

A 15x15 grid of graph paper. The grid contains the following handwritten notes:

- Row 2, Column 6: R SIE
- Row 6, Column 2: T
- Row 6, Column 7: Well
- Row 7, Column 6: 3, 47, 29, 1, 1, 1

MICROFILMED

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

3Z >>K

Bingham/Poole

1987

638

HILL

R4E

R5E

CRP 1987-97

CRP 1987-97

1991

18

19

37.8

38.1

80.2

CRP 1987-97

CRP 1987-97

22

1997

43

24.8

40.2

70.9

59.5

T6S

T7S

16

36

78

21

CRP 1987-97

31/52

65

A51-02/44

Idaho Dept of Water Resources

T06S, R05E, S 31
 Claim(s): 51-02144
 Claimant(s): Porter & Bingham
 Prepared by: Sue Bock
 Date: 06/25/1998



Place of Use



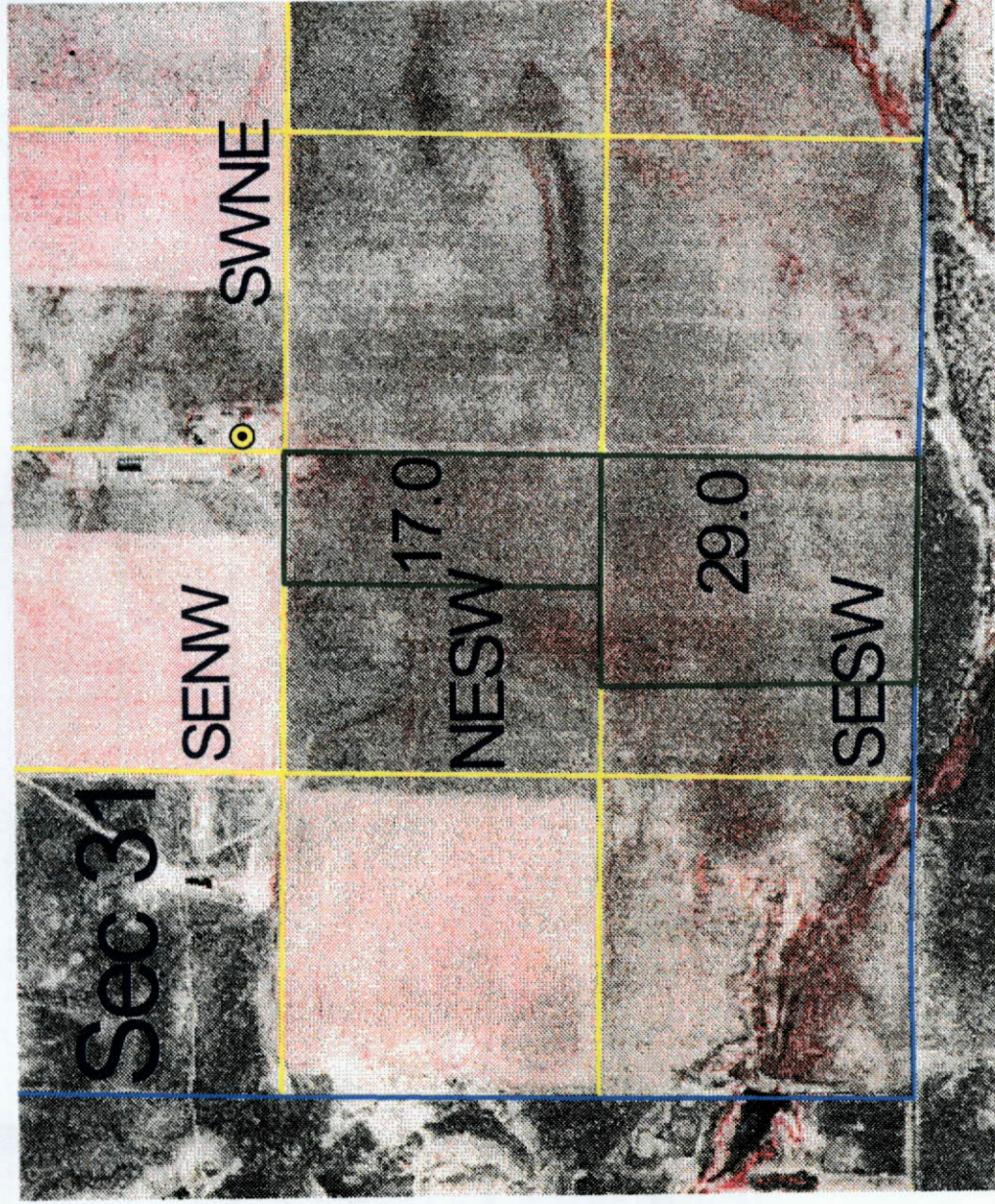
Point of Diversion



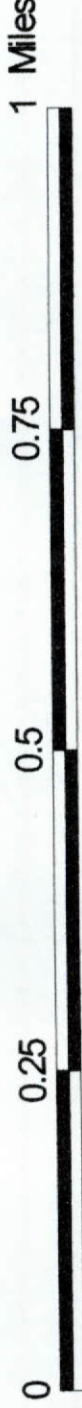
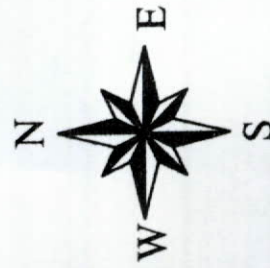
1/4 1/4 lines

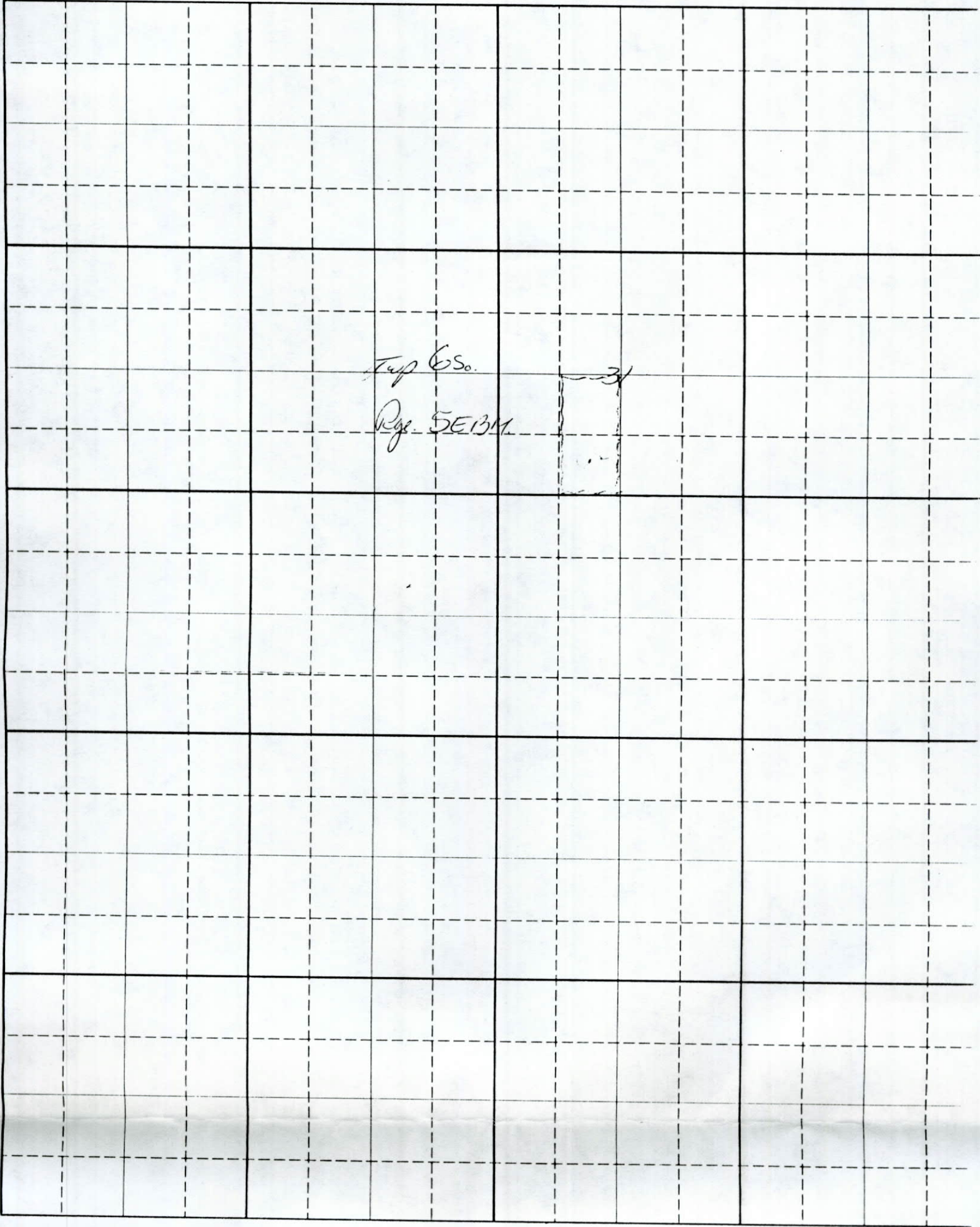


Section Lines



1987 NAPP Photo





SCALE: 2 Inches Equal 1 Mile. Draw Plan in Ink.

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A51-02144
Date Received: 1/16/1989
Receipt No: E005525
Received By: EMC

Department of Water Resources
Western Regional Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RANDY PORTER 208-825-3126
Address: 914 N. 5000 W.
WEST POINT, UT 84015
AND/OR
Name: BLANCHE BINGHAM 208-825-2459
Address: 614 N. 5000 W.
WEST POINT, UT 84015

2. Date of Priority: JUN 23, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	05E	31	SW	NE			OWYHEE

5. Description of diverting works:
WELL, PUMP AND SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.960		230.00

7. Total Quantity Appropriated is:
0.960 C.F.S. (and/or) 230.00 A.F.A.

8. Total consumptive use is 161.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A51-02144

Page 1

Date: 01/16/89

NOTIFIED

AUG 10 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06S	05E	31	NE	SW	IRR	17.0
			SE	SW	IRR	29.0
					Section Acres	46.0
					Total Acres	46.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:

14. Remarks:

TRANS. 3398.

15. Basis of Claim: LICENSE

Water Right Number: 27418

16. Signature(s)

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

Number of attachments: 0

For Individuals:

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

Signature of Claimant(s): Randy S. Porter Date: 16 Jan. 1989

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 16 day
of Jan 19 89

Ernest Carlsson
Notary Public



Residing at Wabo Falls, Id.
My Commission Expires 14 June 1994

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

RECEIVED**APR 19 2004****WATER RESOURCES
WESTERN REGION**

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>2-10237</u>	<u>2-10237</u>	☐	_____	_____	_____
<u>51-2229</u>	_____	☐	_____	_____	_____
<u>51-2144</u>	_____	☐	_____	_____	_____
_____	_____	☐	_____	_____	_____
_____	_____	☐	_____	_____	_____

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. **\$50.00**
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) BLANCHE BINGHAM & RANDY S. PORTER
914 N 5000 W
4. New Owner/Claimant(s) WEST POINT, ID 84015
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address DONALD L AND KRISTINE S SCHIERMEIER
- City, State and ZIP Code 29393 DAVIS ROAD, BRUNEAU, ID 83604
- New Telephone Number (208) 731-2577
5. Date you acquired the property APRIL 5, 2004

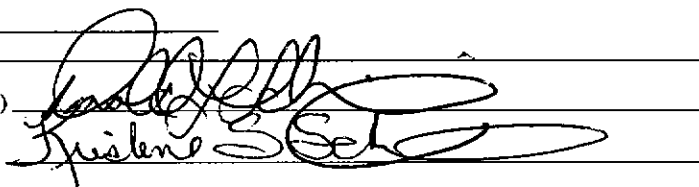
Note: Originals sent to S.O. to process. 4-20-04
Decreed 12-1-2000

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

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

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

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



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

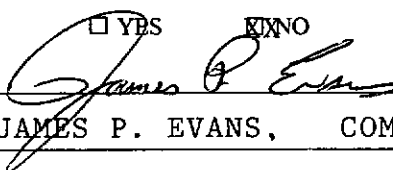
For Office Use Only

Received by DB Date 4.19.04 Fee \$25 ea : 51-2144 + 51-2229
 Received by DB Date 4.20.04 Receipt No. W031566
 Processed by _____ AJ Date _____ WR _____ Date _____

RECEIVED

APR 19 2004

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESWATER RESOURCES
WESTERN REGION**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**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 No(s): 2-10237, 51-2229, 51-2144
Adjudication Claim No(s): 2-10237
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
D.L. EVANS BANK
PO BOX 87
TWIN FALLS ID 83303
4. Name of Water Right Owner/Claimant(s) DONALD L. & KRISTINE S. SCHIERMEIER
5. Expiration Date of Notification Period 4/01/19
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
JAMES P. EVANS, COMMERCIAL LOAN OFFICER

For Office Use Only

Received by <u>DB</u>	Date <u>4-19-04</u>	Fee <u>\$25- Each</u>
Receipted by <u>DB</u>	Date <u>4-20-04</u>	Receipt No. <u>W031566</u>
Processed by <u>AJ</u>	Date _____	WR _____ Date _____

Security Interest:

02-10237	\$25-
51-2144	\$25-
51-2229	\$25-

Ownership Chg:

02-10237	\$0
51-2144	\$25-
51-2229	\$25-

\$125- total fees

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 51-2144

WATER RIGHT NUMBER: 51-2144

Owner TypeName and Address

Current Owner

BLANCHE BINGHAM
614 N 5000 W
WEST POINT, UT 84015
(208)825-2459

Current Owner

RANDY S PORTER
914 N 5000 W
WEST POINT, UT 84015
(208)825-3126

Priority Date: 06/23/1956

Basis: Decreed

Status: Active

SourceTributary

GROUND WATER

Beneficial Use

From To

Diversion RateAnnual Volume

IRRIGATION

4/01 to 10/31

0.860 CFS

230.00 AF

Total Diversion:

0.860 CFS

230.00 AF

Location of Point(s) of Diversion

GROUND WATER

SW1/4NE1/4

Sec. 31, Twp 06S, Rge 05E, B.M.

OWYHEE County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S	05E	31									17.0			29.0					46.0

Total Acres: 46

Conditions of Approval:

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

Remarks:

INDEXED
SCANNED

Instrument # 247385

MURPHY, OWYHEE, IDAHO

2004-04-09

04:37:02 No. of Pages: 5

Recorded for: PIONEER TITLE COMPANY

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy

Fee: 15.00

Index to: MORTGAGE

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is APRIL 5, 2004. The parties and their addresses are:

MORTGAGOR:

DONALD L. SCHIERMEIER
1858 E 1400 S
GOODING, Idaho 83330

KRISTINE S. SCHIERMEIER
1858 E 1400 S
GOODING, Idaho 83330

LENDER:

D. L. EVANS BANK
Organized and existing under the laws of Idaho
P. O. Box 87
215 Blue Lakes Blvd. North
Twin Falls, Idaho 83303
82-0117415

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

IN TOWNSHIP 6 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.
SECTION 29: SW1/4 NW1/4, W1/2 SW1/4
SECTION 30: NW1/4 NE1/4, S1/2 NE1/4, SE1/4 SW1/4, SE1/4, AND LOT 4
SECTION 31: E1/2, E1/2 NW1/4, LOTS 3 AND 4, E1/2 SW1/4

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS, THEREON OR APPURTENANT THERETO, INCLUDING, BUT NOT LIMITED TO RIGHTS TO GROUND WATERS PRODUCED FROM A WELL OR WELLS LOCATED OR TO BE LOCATED ON THE MORTGAGED PREMISES, ESPECIALLY SUCH WATER UNDER STATE OF IDAHO DEPARTMENT OF WATER RESOURCES ADJUDICATION CLAIM REPORTS 3.3. CFS GROUND WATER DECREE #51-2229, .96 CFS GROUND WATER DECREE # 51-2144 AND 17.2 CFS IN THE SNAKE RIVER EVIDENCED BY WATER LICENSE #2-10237.

TOGETHER WITH ALL IRRIGATION EQUIPMENT AND ADDITIONS THERETO AND REPLACEMENTS THEREOF NOW OWNED OR HEREAFTER ACQUIRED BY THE BORROWERS AND USED IN THE IRRIGATION OF THE ABOVE PREMISES, ESPECIALLY BUT NOT LIMITED TO PUMPS, PIPE, CASING, MOTOR AND ELECTRICAL PANELS AND ACCESSORIES TO EACH, DESCRIBED AS FOLLOWS:

BOOSTER PUMPS AT RIVER: 250 HP GE ELECTRIC MOTOR SN: CJJ328123, AND A SHORT COUPLED TURBINE PUMP; 250 HP GE ELECTRIC MOTOR SN: CJJ314135, AND A SHORT COUPLED TURBINE PUMP; BOOSTER PUMPS AT THE POND AT NORTH END OF FARM: 250 HP GE ELECTRIC MOTOR SN: CJJ328122, AND A SHORT COUPLED TURBINE PUMP; 250 HP GE ELECTRIC MOTOR SN: CJJ314136, AND A SHORT COUPLED TURBINE PUMP; WELL PUMP: 100 HP GE ELECTRIC MOTOR SN: CJJ502156, WITH A DEEP WELL TURBINE PUMP; BURIED MAINLINE: 5280 FEET OF 21" TRANSITE MAINLINE; 1320 FEET OF 18" TRANSITE MAINLINE; 2640 FEET OF 15" TRANSITE MAINLINE; 11880 FEET OF 10" TRANSITE MAINLINE; 7920 FEET OF 8" PVC MAINLINE; 1 MODEL 8000 VALLEY IRRIGATION CENTER PIVOT 1300' W/287 PRECISION CORNER ARM AND VALLEY SUP ACC. FREIGHT, AND INSTALLATION (NON-TOWABLE) 1500' #2 ALUM WIRE, TIE-IN; AND OTHER MISC. FITTING ACTION; 22-1/4 MILE WHEELMOVE LATERAL SPRINKLER LINES; 7-1/4 MILE WHEELMOVE LATERAL SPRINKLER LINES.

DONALD L. SCHIERMEIER
Idaho Mortgage
ID\Mcquigley\00704400004066049040504Y

The property is located in OWYHEE County at SEE LEGAL DESCRIPTION, Idaho.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$564,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 1512108161/12, dated April 5, 2004, from Mortgagor to Lender, with a loan amount of \$564,000.00 with an interest rate based on the then current index value as the promissory note prescribes and maturing on April 1, 2019.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument. Mortgagor acknowledges that the interest rate, payment terms, or balance due on the loan may be indexed, adjusted, renewed or renegotiated.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

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

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude

Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (all referred to as Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

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

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency. Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts as they become due.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other transaction document.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. The value of the Property declines or is impaired.

M. Erosion. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained by federal law.

N. Insecurity. Lender reasonably believes that Lender is insecure.

14. **REMEDIES.** Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **REDEMPTION.** The period of redemption after sale on foreclosure will be one year if the real property sold consisted of a tract of land of more than twenty (20) acres, and within six (6) months after the sale if the real property sold consisted of a tract of land of twenty (20) acres or less. Any agreement to extend the redemption period must be in writing.

16. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

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

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any

of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

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

20. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

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

22. FIXTURE FILING. Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

23. CROPS; TIMBER; MINERALS; RENTS, ISSUES, AND PROFITS. Mortgagor gives to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term Property).

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. **Additional Terms.** DEFAULT SHALL ALSO EXIST IF ANY LOAN PROCEEDS ARE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, FURTHER EXPLAINED IN 7 CFR, PART 1940, SUBPART G, EXHIBIT M. DEFAULT WILL ALSO EXIST IF THE LOAN APPLICANT USES ANY LOAN PROCEEDS FOR A PURPOSE THAT ADVERSELY AFFECTS THE HABITAT OF ANY ENDANGERED SPECIES WITHOUT OBTAINING APPROVAL OF THE US FISH AND WILDLIFE SERVICE.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Idaho, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

26. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the

DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

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

MORTGAGOR:

DONALD L. SCHIERMEIER

Individually

KRISTINE S. SCHIERMEIER

Individually

ACKNOWLEDGMENT.

(Individual)

STATE OF IDAHO, COUNTY OF ELMORE ss.
On this 5th day of April, 2004, before me
the undersigned, a Notary Public, personally appeared DONALD L. SCHIERMEIER and
KRISTINE S. SCHIERMEIER, known or identified to me (or proved to me on the oath of
instrument, and acknowledged to me that he/she/they executed the same.

My commission expires: 1/30/10

REBECCA E. HUGHES
NOTARY PUBLIC
STATE OF IDAHO

(Notary Public)
Residing at: Mountain Home, Idaho

ACKNOWLEDGMENT,
(Individual)

STATE OF IDAHO, COUNTY OF ELMORE ss.

On this 6th day of April, 2004 before me, the undersigned, a Notary Public, personally appeared KRISTINE S. SCHIERMEIER, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

My commission expires: 1/30/10

(Notary Public)
Residing at: Mountain Home, Idaho

REBECCA E. HUGHES
NOTARY PUBLIC
STATE OF IDAHO

Idaho Department of Water Resources Receipt

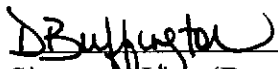
Receipt ID W031566

Payment Amount \$125.00 Date Received 4/20/2004 10:50:49 AM Region Western Status ☐
Payment Type Check Check Number 9053299

Payer D L EVANS BANK / SCHIERMEIER
Comment CHANGE OF OWNERSHIP: 51-2144 & 51-2229 (\$25 EACH)
NOTICE OF SECURITY INTEREST: 02-10237, 51-2144 & 51-2229
(\$25 EACH)

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$125.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	62140	1155


Signature Line (Dept. Representative)

SRBA

PARTIAL DECREE 51-02144

Issued on 12-01-2000.

This is not an official copy.

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

NAME AND ADDRESS:	BLANCHE BINGHAM		
	614 N 5000 W		
	WEST POINT, UT 84015		
	RANDY S PORTER		
	914 N 5000 W		
	WEST POINT, UT 84015		
SOURCE:	GROUNDWATER		
QUANTITY:	0.96 CFS		
	230.00 AFY		
PRIORITY DATE:	06/23/1958		
POINT OF DIVERSION:	T06S R05E S31	SWNE	Within Owyhee County
PURPOSE AND			
PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTIT
	Irrigation	04-01 TO 10-31	0.96 C
			230.00
PLACE OF USE:	Irrigation		Within Owyhee
	T06S R05E S31	NESW 17.0	SESW 29.0
	46.0 Acres Total		

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIO
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFI
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN T
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

[Return to SRBA Home Page](#)

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RANDY S PORTER 914 N 5000 W WEST POINT UT 84015 (208) 825-3126	06/23/1958	IRRIGATION	04-01 10-31	0.96 CFS	230.00 AFA
C	BLANCHE BINGHAM 614 N 5000 W WEST POINT UT 84015 (208) 825-2459				0.96 CFS	230.00 AFA
TOTAL DIVERSION:						230.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

OMYHEE County

Point(s) of Diversion:

T06S R05E S31

SWNE

Place of use Legal Description for: IRRIGATION

NE

SW

T	R	S	: Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	: SUM
06S	05E	31	:	:	:	:	:	:	:	:	:	:	:	:	:
										17	29	TOTAL ACRES			46.0
															46.0

POU County: OMYHEE

Conditions of Approval:

C14

- THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER

- IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER

- RIGHTS IN BASIN 51:

- WATER RIGHT NO. SOURCE

- NONE

- THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER

- IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER

- RIGHTS IN THE SNAKE RIVER BASIN:

- WATER RIGHT NO. SOURCE

- NONE

- ALL WATER RIGHTS WITHIN BASIN 51 ARE FROM CONNECTED SOURCES

- OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED

- CONJUNCTIVELY.

Remarks: USE

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS

EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15,

PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE

OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS

REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED

EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE

DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

AJ0749NP
No. R51-02144

Objection Filed Date:

Dates: Exam Made Date:

Verified Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Comments: Date: 07/03/1998 User-ID: KWALKER Subject: COPIED FROM REMARKS
TRANS. 3398.

Date: 07/03/1998 User-ID: KWALKER Subject: LAND STATUS
LAND WAS IN CRP PROGRAM 87-97. NO ON-SIDE EXAM CONDUCTED.

Date: 07/31/1998 User-ID: AJU10-JS Subject: AJU10 CONDITION UPDATE
CONDITION CODE(S) C14 ADDED IF NOT ALREADY PART
OF RECORD THRU AJU10.

Audit: 11/11/98 LHARRIS



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

September 4, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Notice of Claims to Water Right Nos. 51-02144 & 51-02229

Blanche Bingham &/or Randy Porter
914 N. 5000 West
West Point, UT 84015

Dear Claimants:

I am in receipt of the Notice of Error forms submitted in regard to the above referenced claims. In regard to your questions concerning other rights for these properties, I offer the following.

Enclosed is a copy of Claim A02-07076 in the name of Basin Mutual Canal Company. As you can see on this copy, Claim A02-07076 does not cover the lands irrigated from the well under Rt. 51-02144. Our records do not show any other water right for those lands.

The lands under Claim 51-02229 are included under Claim A02-07076. I have added a remark to that recommendation which states:

"Rights have also been claimed to water from Basin 02 for the same purpose of use at the same place of use described above, which will be included in a Director's Report to be filed at a later date. Any water rights recommended in the Basin 02 report for the same purpose of use at the same place of use described above will contain combined use limitations for this right and the Basin 02 rights."

I should have included this remark in my proposed recommendation and your inquiry helped me to see my error. Pursuant to this remark, you can see that we have not recommended any of the water rights from the Snake River at this time. The proposed forecast of our review of claims for water from the Snake River is to begin in the year 2002 and finalized in 2004. Enclosed is an updated proposed recommendation for Claim 51-02229 which includes the remark referenced above for your records.

If you have any further questions in regard to your claims, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kay Walker". The signature is fluid and cursive, with the first name "Kay" and last name "Walker" clearly distinguishable.

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

August 4, 1998

NOTICE OF ERROR
REPLY

RECEIVED
AUG 31 1998
Department of Water Resources

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: September 4, 1998

Water right number: 51-02144

BLANCHE BINGHAM
614 N 5000 W
WEST POINT UT 84015

RECEIVED
SEP 01 1998
WATER RESOURCES
WESTERN REGION

Daytime Telephone Number: **3 801-825-2459**
Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source): **none**

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 8-27-98 SIGNATURE: Blanche Bingham
Please print your name: BLANCHE BINGHAM

August 4, 1998

NOTICE OF ERROR
REPLY

RECEIVED

AUG 31 1998

Department of Water Resources

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: September 4, 1998

RECEIVED

SEP 01 1998

WATER RESOURCES
WESTERN REGION

Water right number: 51-02144

RANDY S PORTER
914 N 5000 WEST
WEST POINT UT 84015

Daytime Telephone Number: 801-825-3126
Evening Telephone Number: 801-825-3126

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 8/12/98 SIGNATURE: Randy S. Porter
Please print your name: RANDY S. PORTER

these lands are also irrigated using water
pumped from the Snake river re: 02-7076

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

IT seems like we had another ground water
Permit as well in addition to the two in
question.

DATE: 07/21/98
PAGE: 1

Audit: 07/21/98 SBOCK

CLAIM NUMBER: A51-02144 ✓

DIVERSION RATE
DIVERSION VOLUME

230.00 AFA

230.00 AFA

Stage: LICENSE

SWINE

Lt AC : Lt AC

17

33

GEN TRANS. 3398

Verified Date:

Field Inspection Flag:

Objection Filed Date:

Field Inspection Flag:

**Field Inspection
Presumption Flag:**

12:58:51
07/01/98

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

PAGE: 1
GENERAL INFORMATION

LAST: PORTER
ADDRESS: 914 W 5000 W.
CITY: WEST POINT
PHONE NUMBER: 208-825-3126

OWNER CODE: C

LAST: BINGHAM
ADDRESS: 614 N 5000 W
CITY: WEST POINT
PHONE NUMBER: 208-825-2459

OWNER CODE: C

FIRST: RANDY

STATE: UT ZIP: 84015

FIRST: BLANCHE

STATE: UT ZIP: 84015

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: GEN TRANS. 3398.

FIELD
EXAMINER
Y() N()

DATABASE
Y

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____ PHONE NUMBER: () - -

DATE OF FIELD EXAM: _/_/_ APPOINTMENT MADE: Y() N() TIME: _ : _ A() P()

ACCOMPANIED BY: _____ PHONE NUMBER: () - -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

*in-office review - land under CPP
87-9706 per ASCS photo*

A. AJ CLAIM: # A51-02144 PRIORITY DATE: 06-23-1958 STAGE: L

B. VR RECORD: # 51-02144 PRIORITY DATE: 06-23-1958 STAGE: L

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE?

Y(☒) N(☐)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE?

Y(☐) N(☒)E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?
(IF YES, DESCRIBE BELOW)Y(☒) N(☐)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED

N/A(☒) Y(☐) N(☐)

FIELD EXAM COMPLETED

N/A(☒) Y(☐) N(☐)

FIELD EXAM SENT TO STATE OFFICE

N/A(☒) Y(☐) N(☐)

LICENSE ISSUED

N/A(☒) Y(☐) N(☐)* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED?N/A(☒) Y(☐) N(☐)* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY?

Y(☒) N(☐)

NOTES:

RECOMMENDED PRIORITY DATE:

06-23-1958

REVIEWED BY kw

DATE

7/3/98*land in CRP*

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A51-02144	06S	05E	31	SW	NE				OMYHEE		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A51-02229 NONE 51-02229
WR RECORDS IN SAME 40 ACRE TRACT

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
51-02144	06S	05E	31	SW	NE				OMYHEE		

OTHER WR RECORDS WITH SAME WR POD
A PREFIX R PREFIX
A51-02229 NONE 51-02229
AJ CLAIMS IN SAME 40 ACRE TRACT

51-02229

SOURCE: GROUNDWATER

TRIB:

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A() Y() N()

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y() N()

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y() N()

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y() N()

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM)

AJ FIELD EXAM (DATE OF FIELD EXAM) NAME OF EXAMINER Y() N()

OTHER (DESCRIBE IN NOTES BELOW)

NOTES:

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (☒)

POD

TWP.	RGE.	SEC.	1/4	1/4	LOT	FLAG	COUNTY	DIVERSION NAME	DIVERSION NBR
06S	05E	31	SW	NE			ONTHEE		

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY:

DATE:

SYSTEM DESCRIPTION: DESCRIBED BELOW (), SEE LICENSE FILE (), OR SEE ATTACHMENT ()

A. ROOT WATER RIGHT NUMBERS: A51-02144

B. POJ LISTING										
TWP	RNG	SEC	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
06S	05E	31	NE	SW	PORTER, RANDY	A51-02144	17.0 51-02144 / 17.0	39.0		17
06S	05E	31	SE	SW	PORTER, RANDY	A51-02144	29.0 51-02144 / 29.0	36.0		29

ADDITIONAL POJ FOUND

TOTAL ACRES A51-02144 46.00 46.00 75.00 46

POJ COUNTY: ONYHEE

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

* IF YES, ARE THESE TRACTS LISTED ABOVE (✓), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

same tracts - possibly more irrig. than licensed
WRQ4 = only this eight

NO CLAIMS FOUND WITH SAME POJ AND IRRIGATION USAGE

NO RIGHTS WITH SAME POJ BUT NOT USED FOR IRRIGATION

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM:

E. IS THE CLAIMED POJ THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POJ, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POJ BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM? ☒ YES ☐ NO

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT? ☒ YES ☐ NO *in CRP*

CHECK DOCUMENTS USED TO VERIFY POU: () ORTHOPHOTOQUAD, IDWR NO. _____; () TOPOGRAPHIC QUAD, IDWR NO. _____;

() NAPP, IDWR NO. _____; ☒ APCS PHOTO; () OTHER _____

NOTES: _____

RECOMMENDATIONS:

TOTAL ACRES: 40 N/A ()

REVIEWED BY: kw DATE: 7/3/98

PURPOSE OF USE, PERIOD OF USE, DIVERSION RATE AND DIVERSION VOLUME REVIEW SHEET

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A51-02144 IRRIGATION	FROM 04-01 TO 10-31	0.960 CFS	230.00 AF/A
TOTAL DIVERSION RATE/VOLUME		0.960 CFS	230.00 AF/A

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
51-02144 IRRIGATION	FROM 04-01 TO 10-31	0.960 CFS	230.00 AF/A
TOTAL DIVERSION RATE/VOLUME		0.960 CFS	230.00 AF/A

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE?

Y() N(☒)

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y(☒) N()

* IF NO, AND IF THE ACTUAL WATER USE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN PURPOSE OF USE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM?

Y() N(☒)

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS?

Y(☒) N()

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS?

Y() N(☒)

* IF THE RECOMMENDED PERIOD OF USE IS DIFFERENT THAN IDWR STANDARDS, EXPLAIN IN NOTES BELOW.

H. IS THE CLAIMED DIVERSION RATE FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y(☒) N()

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION RATE FOR EACH USE WAS DETERMINED.

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM?

N/A() Y() N(☒)

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y(☒) N()

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION VOLUME FOR EACH USE WAS DETERMINED.

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM?

N/A() Y() N(☒)

NOTES:

AJ CLAIM TOTAL DIVERSION RATE:	0.960	CFS
--------------------------------	-------	-----

VR	ROOT	RIGHT	TOTAL	DIVERSION RATE:	0.960	CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE?

*** ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.**

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE?

* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM?

FLOW MEASUREMENT

۷

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 40 x 0.02 CFS/ACRE = 0.92 CFS
(Taken from pay review)

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED?

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED?

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 230.00 AF/A

410
ACRES X DIVERSION VOL. AF/A FOR AREA

TOTAL DIVERSION VOLUME	AF/A
4.0	

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 161.0 AF/A

ACRES
X CONSUMPTIVE VOL. AF/A FOR AREA
=

TOTAL CONSUMPTIVE USE		AF/A
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21
22	23	24
25	26	27
28	29	30
31	32	33
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340	341	342
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346	347	348
349	350	351
352	353	354
355	356	357
358	359	360
361	362	363
364	365	366
367		

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW () OR SEE ATTACHMENT ()

NOTES:

WR RECORD CONDITIONS/REMARKS:

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION ✓	04-01 ✓ 10-31 ✓	DATABASE EXAMINER 0.960 0.96	DATABASE EXAMINER 230.00 230.	DATABASE EXAMINER 161.0 161.0
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL FOR THIS RIGHT	_____	0.960 0.96	230.00 230.	161.0 161.0

NON-IRRIGATION USES CLAIMED:

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REVIEWED BY: KW

DATE: 7/3/98

FLAG: _____

STANDARD CONDITIONS (CODE): _____

STANDARD REMARKS (CODE): _____

EXPLANATORY CONDITIONS (CODE): _____

EXPLANATORY REMARKS (CODE): _____

A. CHECK ONLY THE FOLLOWING THAT APPLY:

ACCEPTED AS CLAIMED ☒ NEEDS REVIEW ☐
 () ()
 () ()
 () ()

OWNERSHIP _____
 FORFEIT/ABANDON _____
 ADDITIONAL DIV. AMOUNT _____

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT REVIEW N/A
 ROOT WATER RIGHT NUMBER: 51-02144

TOTAL DIVERSION RATE OF WR SPLITS
 DATABASE 0.960 EXAMINER _____ CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A51-02144	0.960	-	-	51-02144	0.960

TOTAL CFS 0.960

DIVERSION RATE REVIEW

FIELD EXAMINER
 Y (☒) N ()

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
 IF NO, IS THE WRITTEN REVIEW DESCRIBED BELOW () OR SEE ATTACHMENT ()?

NOTES:

AUTHENTICATION:

SIGNATURE:

DATE:

NAME OF FIELD EXAMINER:

TITLE:

Kayla Baker *7/3/98*
Kayla Baker *Sr. Agent*

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)

IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION

COPY INCLUDED
IN FILE?

☐ ORTHOPHOTOQUAD	DATE OF PHOTO	IDWR ID NO.	Y() N()
☐ TOPOGRAPHIC	DATE FIELD CHECKED	IDWR ID NO.	Y() N()
☐ NAPP	DATE OF PHOTO	IDWR ID NO.	Y() N()
☒ ASCS AERIAL PHOTO	DATE OF PHOTO	1987	Y() N()
☐ ASCS COLOR SLIDE	DATE OF PHOTO		Y() N()
☐ BLM OR USFS AERIAL PHOTO	DATE OF PHOTO		Y() N()
☐ TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY		Y() N()
☐ SCS SOIL SURVEY MAP	DATE ISSUED		Y() N()
☐ SUBDIVISION PLAT MAP	DATE OF MAP		Y() N()
☒ OTHER	DATE 6/25/98	BIS shape	Y() N()
☐ OTHER	DATE		Y() N()
☐ OTHER	DATE		Y() N()

LIST OF ATTACHMENTS (CHECK IF ATTACHED)

IF ATTACHED, SUPPLY APPROPRIATE INFORMATION

NO. OF
PAGES

NOTES

☐ LICENSING FIELD EXAM	DATE OF FIELD EXAM		
☒ WATER RIGHT LICENSE	DATE LICENSE SIGNED	1-23-69	1
☒ IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED	9-15-1988	5
☐ SYSTEM DESCRIPTION	DATE DRAWN		
☐ PHOTOGRAPHS	DATE(S) PHOTOS TAKEN		
☐ SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED		
☐ HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED		
☐ CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED		
☐ FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED		
☒ OTHER App. to David for purchase	DATE 9-15-1988		2
☒ OTHER App. to David for right	DATE 4-27-1970		4

32 KK

Environ/Police

1007

R4E

R5E

638

HFL

CRP 1981 97

1997 97

37.8

38.1

80.2

CRP 1981 97

CRP 1981 97

1997 97

43 59.5

248

40.2

78

31

T6S

6

T7S

709

A51-02/44

Idaho Dept of Water Resources

T06S, R05E, S 31
 Claim(s): 51-02144
 Claimant(s): Porter & Bingham
 Prepared by: Sue Bock
 Date: 06/25/1998



Place of Use

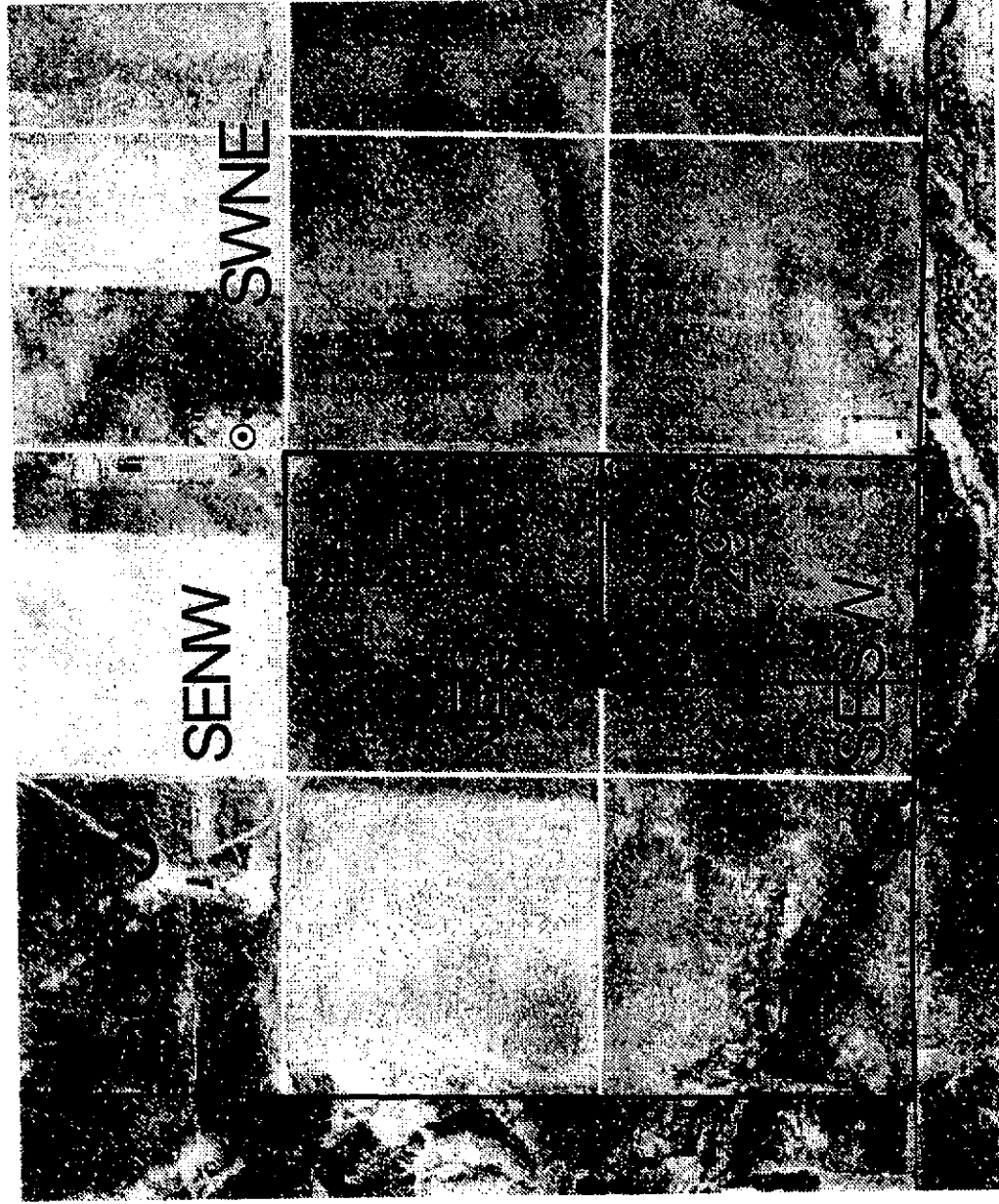


Point of Diversion

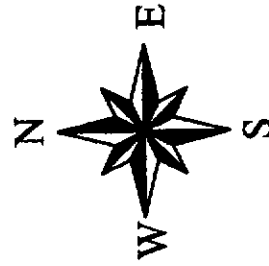
1/4 1/4 lines



Section Lines



1987 NAPP Photo



WESTERN REGION

CLAIM NUMBERS 51-02144

AGENT SB DATE 6/25/98

TOTAL ACRES FROM RECOMMENDATION 46

GEOGRAPHIC INFO SYSTEM ACRES _____

IRR Season 3/1-11/15

READY FOR DECREE ____ (YES)

SENT FOR DECREE ____ (YES)

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	12	SE	31									17						29	
GIS																			
RECOM																			
GIS																			

POLYGON CREATED ON 80__

POLYGON # () () () () _____ UPDATED BY

ATTRIBUTES OF B51-POU.SHP (107) () () () ()

ATTRIBUTES OF B51-POD.SHP (102) () () () ()

B51-DBPOU.DBF SB UPDATED BY

B51-DBPOD.DBF SB UPDATED BY

Added in B51

RDH GPSTABLE

Water Right Number - 51-02144 ✓

+ - - Other Rights for Same Use -

Remarks

- - Old Water Right Numbers

Conditions of Approval

	+	-	-	-	-	-	-	+	+	-	+	+
	+	-	-	-	-	-	-	+	+	-	+	+

- - -comments-

Water Rights Dates and Flags Area

Field Exam Fee -

Swan Falls

Temporary Right - P

DLE/Carey Act -

Water District - 1

Transfer/Amended - I

Transfer No. 51-2144

#3398

PART 1

Department of Water Resources
Western Regional Office

Name of applicant Arnold Bingham & Dale Porter Phone

Post Office address 614 North 5000 West, West Point, Utah 84015

APPROVED

1. ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes To change right to conform with present usage.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>51-2144</u>	<u>June 23, 1958</u>	<u>0.96 cfs</u>	<u>Irrigation</u>	<u>April 1</u> to <u>October 31</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u> to <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u> to <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u> to <u> </u>

2. Total amount of water being transferred 0.96 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion: _____

[illegible]

5. Lands irrigated or place of use: No change

[illegible]

Total acres 46

PART 1

6. General Information:

- a. Description of diversion system Water from well located in Sec. 31 is diverted to fill this water right and Water Right No. 51-2229.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. No changing lands irrigated
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
No Change
- d. Remarks:
The purpose of this transfer is to reflect the traditional use of the water. This land will be placed in the CRP Ten Year Set Aside Program. An application for Extension of Time to Avoid Forfeiture is also being filed in conjunction with this transfer.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 51-2144
And said application is hereby APPROVED, subject to the following limitations and conditions:

Witness my hand this 15th day of September, 19 88

J. Glen Saxton
Chief, Operations Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 51-2144 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 1633 which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date or priority June 23, 1958

5. Water is used for the following purpose:

amount 0.96 cfs for Irrigation purposes from April 1 to October 31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.96 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SW	31	6S	5E	Owyhee	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
6S	5E	31									17			29					46

Total acres 46

9. Describe any other water rights used for the same purpose as described above N/A

PART 3**B. CHANGES IN NATURE OF USE**

- | 1. | New Nature of Use | Amount
(cfs/ac-ft) | Hours/days/year | Period of Use |
|----|-------------------|-----------------------|-----------------|----------------|
| | | | | _____ to _____ |
| | | | | _____ to _____ |
2. Quantity and quality of return flows and location of discharge:
3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Arnold C. Bingham
(Signature of Applicant)

Subscribed and sworn to before me this 12th day of June, 19 87.

Laura A. Snapper
(Notary Public)

My commission expires February 4, 1988

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by JP mail Date 9/25/87

Prelim. check by _____ Fee 50.00 43936

Receipted by JP Date 9/28/87

Published in Owyhee Avalanche

Pub. dates 11/4 & 11/11/87

Watermaster recommendation requested on _____

_____ rec'd. _____

Copy of transfer sent to lien holder _____

Protest filed by _____

Copies of protest forwarded by _____

Hearing held by _____ Date _____

Recommended for ☐ approval ☐ denial

by _____

SEP 25 1967

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Western Regional OfficeApplication for Extension of Time to Avoid Forfeiture
of a Water Right

Section 42-222 of the Idaho Code provides that a water right shall be lost and forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee of \$30.00 if the application involves 0.2 cfs or 20 acre feet or \$50.00 if in excess of these amounts.

1. Name of water right holder Arnold Bingham & Dale Porter
Post office address 614 North 5000 West, West Point, UT 84015

2. The right was obtained or is evidenced by:

a. Decree to _____ in Case of _____
(Name)

vs. _____, Dated _____ in _____
(Name of Court)

Court, County of _____. Fully describe decree _____

b. License No. 51-2144 issued by the Department of Water Resources.

c. Claim No. _____ on file with the Department of Water Resources.

3. Source of water Groundwater tributary to _____
(Name of stream or source)

4. Date of priority of right June 23, 1958

5. Amount of water a. 0.96 c.f.s. and/or

b. _____ acre feet/annum

6. Water is used for Irrigation from April 1 to October 31

_____ from _____ to _____

_____ from _____ to _____
(Purpose) (Month-Day) (Month-Day)

7. Location of point of diversion is SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31

Township 6 South, Range 5 East, B.M., in Owyhee County;

Additional points of diversion, if any _____

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6S	5E	31									17			29					46

Total number of acres irrigated 46

9. Give last date when water was applied to beneficial use October, 1986
Length of extension of time requested 5 years years, or until 1997*
(Date)
10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use *Land under this license was accepted by ASCS in the CRP Ten Year Set Aside Program. The applicant requests that the Extension of Ti be granted for the last five years under the program, 1992 through 1996

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

Arnold T. Bingham
(Signature of Applicant)

Subscribed and sworn to before me this 12th day of June, 1987.

Laura A. Shaffer
(Notary Public)

My commission expires 2/4/88

Residing at Bruce, Id.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby APPROVE said application subject to the following conditions or reasons.

Beneficial use of water under this right shall resume on or before June 1, 1997.

Witness my hand this 15th day of September, 1988.

J. New Sayton
Chief, Operations Bureau

For Department Use Only

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ 50.00 Received by 43936 SP Date 9/28/87 Publication prepared by JP
Published in Owyhee Avalanche Dates 11/4 & 11/11/87
Publication approved by _____ Date _____ Protests filed by: _____

Copies of protests forwarded by _____ Hearing held by _____ Date _____
Recommended for // Approval // Denial by Dr 12/21/87 Jim

Identification No. 51-2144

Transfer No. 1633

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

1. Name of Right Holder A. L. TRUSSELL and/or DOROTHY C. TRUSSELL
Post office address Bruneau, Idaho 83604

2. Right obtained by:

a. Decree to _____ in Case of _____
(Name)
vs. _____, Dated _____ in _____
(Name of Court)
Court. County of _____
(51-2144)

b. License No. G-27418 issued by the State of Idaho, Department of Reclamation.

3. Source of water ground-water tributary to _____
(Name of stream or source)

4. Date of Priority June 23, 1958

5. Amount of water a. 0.96 c.f.s. and/or

b. _____ acre feet/annum

6. Water is used for Irrigation from April 1 to October 31
(Month, Day) (Month, Day)

7. Original location of point of diversion is SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1,
Township 7 S, Range 4 E, B.M., in Owyhee County;

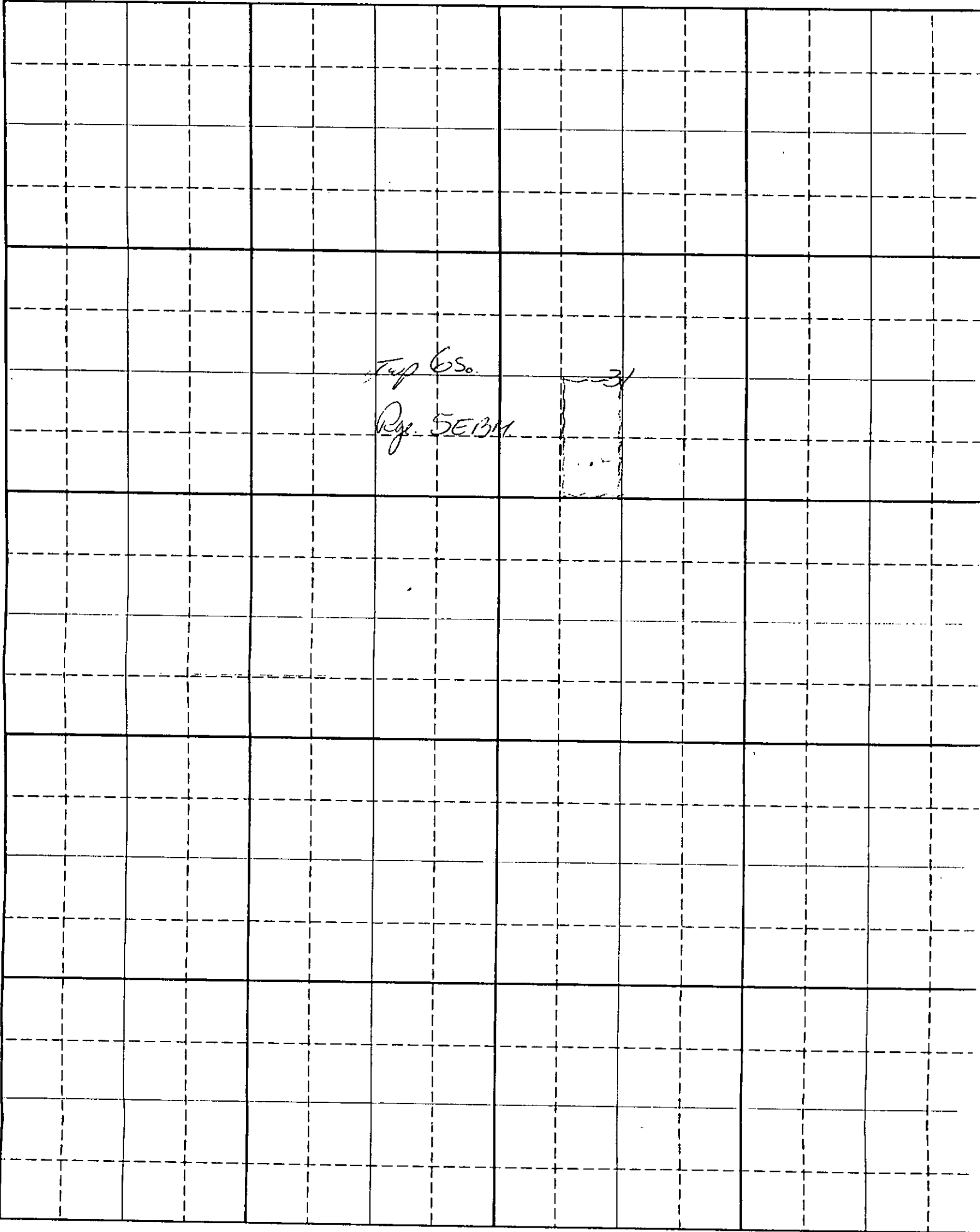
Additional points of diversion, if any _____

8. Lands presently irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6 S	5 E	31									17			29					46

Total number of acres presently irrigated 46

51 2144



SCALE: 2 Inches Equal 1 Mile. Draw Plan in Ink.

Purchase E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 31, T. 6 S., R. 5 E., B.M.

a. Quantity to be diverted at new point: 0.96 c.f.s. and/or _____ acre feet

_____, Range 5 E, B.M.

If not, the place of use should be changed below.

New well on property to be irrigated - save transportation loss

g. Do you intend to abandon completely the old point of diversion? No

11. CHANGE IN PLACE OF USE - No change

[illegible]

Total number of acres to be irrigated 11,200

- b. Do you intend to make the transfer permanent? _____
- c. Are you completely abandoning the lands previously irrigated by this right? If not, explain your plans:

- d. Describe any other water rights that you claim for the new ground upon which you wish to transfer this right: _____
- _____
- _____

- e. Indicate on the above plat the new land to be irrigated and the point of diversion.

I hereby assert that no one will be injured by such transfer and that the change will be made at my own risk. The information contained in this application is true to the best of my knowledge.

Mrs Dorothy C. Trussell
A. L. Trussell
(signature of applicant)

Subscribed and sworn to before me this 11 day of March, 19 70

Donald M. Elderson
(notary public)

My commission expires 2-18-1974

**ACTION OF STATE RECLAMATION ENGINEER
AND CERTIFICATE OF TRANSFER**

This is to certify that I have examined Application for Transfer of Water Rights No. 51-2144

and said application is hereby APPROVED

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

The total quantity diverted shall be limited to that needed for beneficial use on

46 acres of ground, hereby tentatively set, subject to adjudication by the court, at
5.0 acre feet per acre, or a total of 230 acre feet per season.

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

Witness my hand this 27th day of April, 19 70

Stephen Eldred
Deputy State Reclamation Engineer

FOR DEPARTMENT USE ONLY

Received by Dellie Date 3-11-70

Protest filed by: _____ Date _____

Prelim. check by Dellie Date 3-11-70

Fee received by e Date 3-11-70 Fee \$ 20.00

Approved for publication by Dellie

Published in Our Free Press Dates March 19-26

Hearing held _____

Watermaster Recommendation sent _____

WATER LICENSE

Water License No. G-27418 Priority June 23, 1958 Amount 0.96 c. f. s.

(late proof)

THIS IS TO CERTIFY, that George R. Hayton - Assignee - Dorothy C. Trussell

of Bruneau, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated June 13, 1958; that Permit G-27418 was issued pursuant to said application; that the proposed works were completed on or about 1964 with a storage/or carrying capacity of 4.0 c. f. s., said works consisting of artesian well, and earth ditches; and that on May 12, 1967

proof was made to the satisfaction of the State Reclamation Engineer, of the beneficial use of 230 acre feet per season, with a maximum rate of diversion of 0.96 cubic feet per second of the waters of underground source, tributary of _____, for the purpose of irrigation from April 1 to October 31; and for _____ from _____ to _____; and for _____ from _____ to _____; and that the use

of said waters has been made in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer and entered in the records of the Idaho Department of Reclamation: the point of diversion is located in SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 1, T. 7 S, R. 4 E, B.M., and other additional points _____, in the County of

Owyhee

and that the amount of water to which such right is entitled and which is hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes and shall not exceed 230 acre feet per year.

Description and location of place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6 S	5 E	31									17			29					46

Total number of acres irrigated 46

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

Witness the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

23rd day of January, 19 68

[Signature]
State Reclamation Engineer