

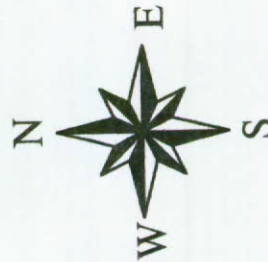
Idaho Dept of Water Resources

T06S, R05E, S 29, 30, 31
 Claim(s): 51-02229
 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



51-2829

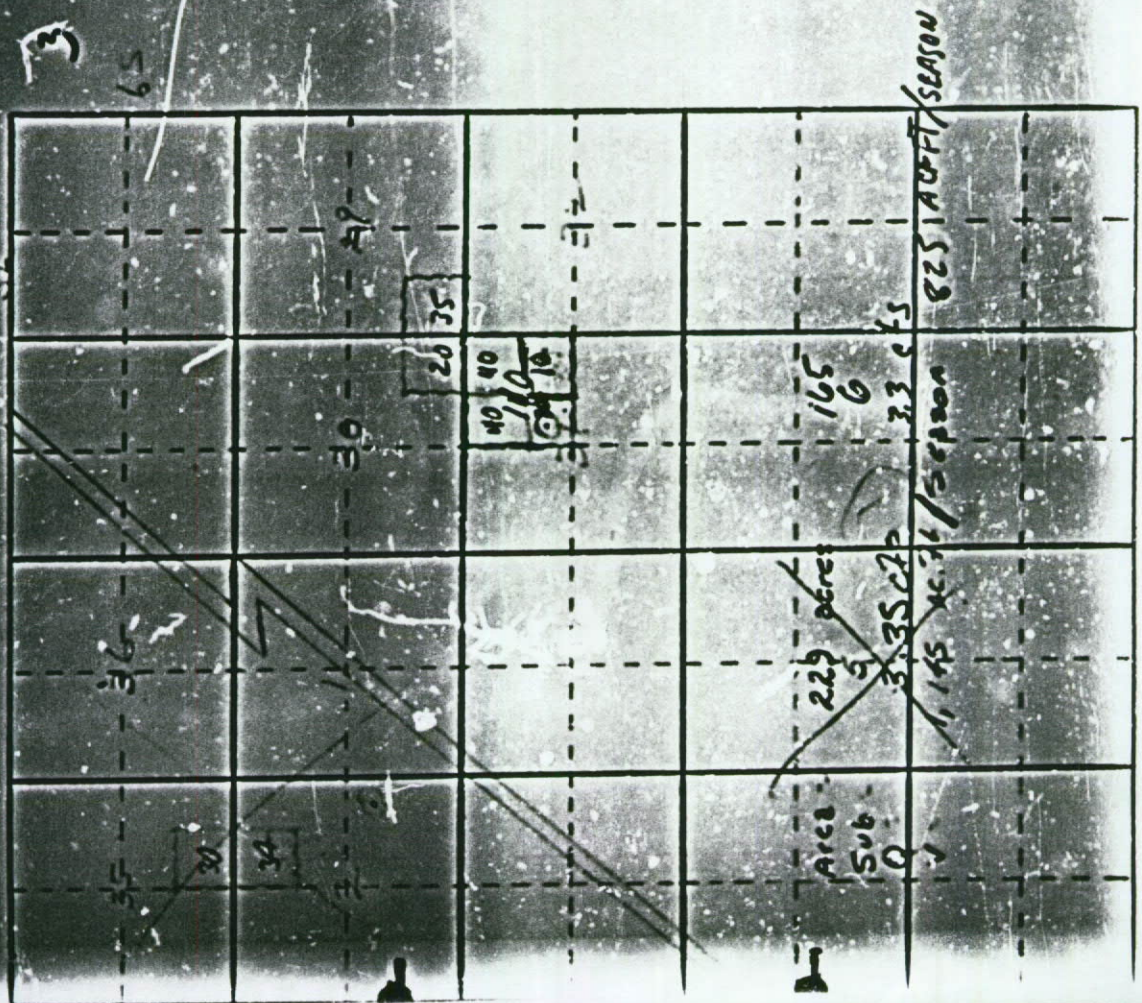
Permit No. 0230691
 Name of Applicant Dr. L. Trussell Brunson, Idaho
 Source of Water Ground water
 a tr. lery of
 Location of P.D. SESEK Sec. 2 T. 7S. R. 1E. S. 1 and SESEK Sec. 31, T. 6S. R. 1E. S. 5E, 8E

Water is used for Irrigation
 Quantity of water claimed Permit 6, 5 cfs Deposition 3.2 cfs
 Type of measuring device installed or method of measurement and general description of diversion works 150 hp, 14 inch bore, 20 inch casing, 1200 feet

Lend to be irrigated or place of use		Description	
TWP.	RGE.	SEC.	
6S.	4 E.	35	SWSEK
6S.	5 E.	29	SWSEK
		30	SESEK
7 S.	4 E.	31	NEK
		2	MMSEK (Oct 2)

Date Filed: 9-4-62
 Priority Date: 11-16-62 (Late pf 888 pgs) 165
 Date Due: 12-17-68 62-15-62
 Date Hides: 1-28-69

Other rights and acreage covered (Indicate amounts, survey, licensed or decreed acreage covered by subdivisions also show land covered on the map)



If water is used for purposes other than irrigation, fully describe how the water is used and what is done with it after the use.

Source of supply WATER TOWER
 Location of P.D.M. 1500 GPM @ 3.35 cfs
 Type of P.D.M. 1500 GPM @ 3.35 cfs
 Name of user WATER TOWER

Quantity of water found 1500 GPM @ 3.35 cfs
 Name of the measurement made WATER TOWER
 Measurement calculation WATER

Who represented the permit holder at the examination?

A. L. TRUSSEL

Recommended allowance for licensing 3.35 cfs

Description of required amendments. Comments.

Report checked?

Examination date 9-30-69

Signature Blair Simsbuch

Overhead water description and diagram

1500 GPM @ 3.35 cfs

WATER TOWER

1500 GPM @ 3.35 cfs

WATER TOWER

1500 GPM @ 3.35 cfs

WATER TOWER

1500 GPM @ 3.35 cfs

WATER TOWER

Indicate area irrigated in each subdivision on the map.

Total acreage irrigated 165



micrometers

1500 gpm

150 HP 0.5 HOLLOW SHAFT

S# 1407682

LAYNE + BOWLER

NO. 44031 INTO DIVERSION

10" DISCHARGE INTO DITCHES

BOX TO EARTH

G.E. MOTOR TO HP

S# PES6700359

LAYNE + BOWLER PUMP

S# H 680

8" DISCHARGE

TO T

GATE VALVES TO DIRECT

FLOW 2 DIRECTIONS

BURIED PLASTIC PIPE

UP TO TOP OF HILL 950'

new proof

Burghen / Porter

$$\frac{19}{30}$$
$$\begin{array}{r|l} 19 & 20 \\ \hline 30 & 29 \end{array}$$

T6S

638

23.2

4.0 ^{CRP}
1981-1997

CRP
1967-1997

128
19.0

$$\begin{array}{r} 25 \\ 25.2 \\ \hline \end{array}$$

26
12.2 CRP
1987-1997

27
61.7

4
58.3

5
40.3

CRK 1467
7
6.9

38 CRP 81-91
5.7

CRP-1
4181-91
3.4

9.9 39
40 14.7

CRP₈₁₋₉₁

42
34.2

79.7

30 29
31 32 DAVIS RD

1997
1987-1997

1997
CR 110 1795

41.3

81.7

1997

CAK 173 /
15 ~~173~~ 997
163

1997

36.4

16
63.8

358

39

HEL

KK 28

65-5E

A51-02229

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: A51-02229

Date Received: 6/28/1993

Receipt No: W016447

Received By: DE-FW
6/28/93

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RANDY S PORTER 801-825-3126
Address: 914 N 5000 W
WEST POINT UT 84015

AND/OR

Name: BLANCHE BINGHAM 801-825-3126
Address: 914 N 5000 W
WEST POINT UT 84015

2. Date of Priority: OCT 15, 1962

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 & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/01	10/01	3.300		825.00

7. Total Quantity Appropriated is:
3.300 C.F.S. (and/or) 825.00 A.F.A.

8. Total consumptive use is 495.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	05E	29	SW	SW		IRR	35.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
						Section Acres	35.0
		30	SE	SE		IRR	20.0
						Section Acres	20.0
		31	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	20.0
			SE	NE		IRR	10.0
						Section Acres	110.0
						Total Acres	165.0

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:
A02-07076, A51-02144

14. Remarks:

15. Basis of Claim: LICENSE

Water Right Number: 30691

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
 _____ Date: _____

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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:

Ident. Number

Date Received

Receipt Number

39576

451-02229

6-28-93

W016447

RECEIVED

JUN 28 1993

Department of Water Resources
Western Regional Office

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Randy S Porter and/or Blanche Bingham Phone (81) 825-3126
Mailing Address 914 N 5000 W WEST POINT UT Zip 84015

2. Date of Priority (Only one (1) per claim) OCT 15, 1962

3. Source of water supply (a) GROUND WATER
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 6S Range 5E Section 31,
SW 1/4 of NE 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of OWYHEE

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

WELL, Pump & Sprinklers

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For FRR purposes from MAR 1 to OCT 1 amount 3.3 or 825

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 3.3 (cfs) and/or (b) 825 (acre feet)

8. Total consumptive use claimed is ~~333~~ ~~495~~ 495 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
65	SE	29											35						35
		30																20	20
		31	40				40				20				10				110

Total number of acres irrigated 165

11. In which county (ies) are lands listed above as place of use located? Owyhee

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
A 02-07076 51-2144 or None ()

14. Remarks:

Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ 51-2229 License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) X Randy Stutz Date 6-25-93

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____ Title _____
Organization _____ that I have signed the foregoing

document in the space below as _____ of _____
Title _____ Organization _____

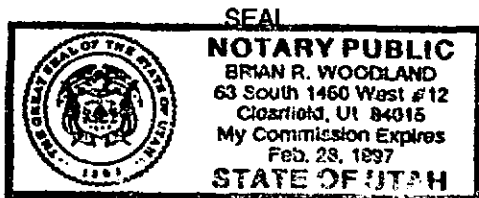
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or UTAH)
County of DAVIS) SS.

Subscribed and sworn (or affirmed) before me this: 25th day of JUNE 19 93



Notary Public Brian R. Woodland

Residing at Clearfield, UT

My Commission Expires Feb. 28, 1997

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

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
2-10237	2-10237				
51-2229					
51-2144					

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

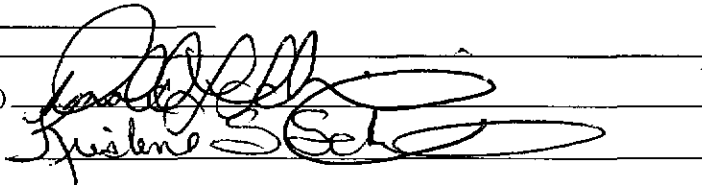
Decreed 12-1-2000

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 _____

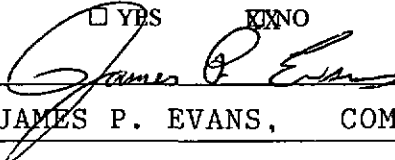
WR _____

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>WD31566</u>
Processed by _____	AJ 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

10/30/2003

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 51-2229

WATER RIGHT NUMBER: 51-2229

Owner Type Name and Address
Original Owner ARTHUR L TRUSSELL
 156 5TH RD N
 NAMPA, ID 83687
 (208)466-3558
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
 (801)825-3126

Priority Date: 10/15/1962

Basis: Deeded

Status: Active

Source

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From To

3/01 to 10/01

Diversion Rate

3.300 CFS

Annual Volume

825.00 AF

Total Diversion:

3.300 CFS

825.00 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				Totals
06S 05E 29	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	35.0
06S 05E 30																	20.0
06S 05E 31	40.0	40.0	20.0	10.0													110.0

Total Acres: 165

Conditions of Approval:

Basin Mutual

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 B. Evans Fee: 15.00
Notes 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

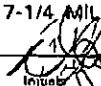
SECTION 31: E1/2, E1/2 NW1/4, LOTS 3 AND 4, E1/2 SW1/4

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
ID14cquigley00704400004066049040504Y


Initialed
Page 1

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 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

APR. 15. 2004 1:06PM

NO. 208 P. 7

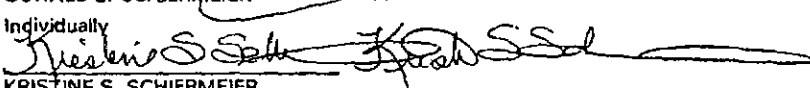
DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements 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.

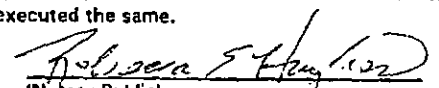
(Individual)

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 _____), to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

My commission expires: 1/30/10

REBECCA E. HUGHES
NOTARY PUBLIC
STATE OF IDAHO

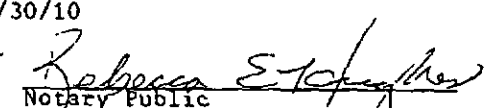

(Notary Public)
Residing at: Mountain Home, Idaho

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

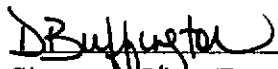
Receipt ID W031566

Payment Amount Date Received Region Status
Payment Type Check Number

Payer
Comment

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 51-02229

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 RANDY S PORTER 914 N 5000 W WEST POINT, UT 84015		
SOURCE:	GROUNDWATER		
QUANTITY:	3.30 CFS 825.00 AFY		
PRIORITY DATE:	10/15/1962		
POINT OF DIVERSION:	T06S R05E S31	SWNE	Within Owyhee County
PURPOSE AND PERIOD OF USE:	PURPOSE OF USE Irrigation	PERIOD OF USE 03-01 TO 10-01	QUANTIT 3.30 C 825.00
PLACE OF USE:	Irrigation	Within Owyhee	
	T06S R05E S29	SWSW 35.0	
	S30	SESE 20.0	
	S31	NENE 40.0	NWNE 40.0
		SWNE 20.0	SENE 10.0
	165.0 Acres Total		

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

RIGHTS HAVE ALSO BEEN CLAIMED TO WATER FROM BASIN 02 FOR SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE WHICH WILL BE INCLUDED IN A DIRECTOR'S REPORT TO BE FILED LATER DATE. ANY WATER RIGHTS RECOMMENDED IN THE BASIN 02 FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE WILL CONTAIN COMBINED USE LIMITATIONS FOR THIS RIGHT THE BASIN 02 RIGHTS.

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. I.C. SECTION 42-1412(6).

[Return to SRBA Home Page](#)

AJ0749NP
No. R51-02229

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

DATE: 11/11/98
PAGE: 1

OWNER
CODE NAME & ADDRESS
C BLANCHE BINGHAM
C RANDY S PORTER
914 N 5000 W
WEST POINT UT 84015
(801) 825-3126

PRIORITY
DATE 10/15/1962
WATER USE IRRIGATION

USE PERIOD
FROM 03-01
TO 10-01

DIVERSION
RATE 3.30 CFS
VOLUME 825.00 AFA

TOTAL DIVERSION: 3.30 CFS 825.00 AFA

Water Source: GROUNDWATER
Tributary to: SWNE
Point(s) of Diversion: T06S R05E S31
Stage: LICENSE
ONYHEE County

Place of Use Legal Description for: IRRIGATION

NE		NW		SW		SE		SUM	
T	R	S	NE	SW	SE	NE	SW	SE	SW
Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
06S 05E 29	40	40	20	10	:	:	:	:	:
06S 05E 30	:	:	:	:	:	:	:	:	:
06S 05E 31	40	40	20	10	:	:	:	:	:
TOTAL ACRES									165.0

POU County: ONYHEE

Other Rights: A02-07076, A51-02144

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 AFTER OCTOBER 1 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.

GEN

RIGHTS HAVE ALSO BEEN CLAIMED TO WATER FROM BASIN 02 FOR THE

AJ0749NP
No. R51-02229

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

DATE: 11/11/98
PAGE: 2

Remarks:

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.

Dates:

Exam Made Date: 11/11/1998 Verified Date: 11/11/1998 Objection Filed Date:

Misc:

Water District Number: Field Inspection Flag:
Presumption Flag:

Comments:

Date: 07/03/1998 User-ID: KWALKER Subject: STATUS OF LAND
THIS LAND IS UNDER CRP PROGRAM 1987 - 1997. NO ON-SITE EXAM.

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 JSHURTE

AJ0749NP
No. R51-02229

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

DATE: 09/04/98
PAGE: 1

OWNER CODE NAME & ADDRESS PRIORITY DATE WATER USE DIVERSION RATE DIVERSION VOLUME

C BLANCHE BINGHAM 10/15/1962 IRRIGATION 3.30 CFS 825.00 AFA

C RANDY S PORTER 914 N 5000 W WEST POINT UT 84015 (801) 825-3126

TOTAL DIVERSION: 3.30 CFS 825.00 AFA

Water Source: GROUNDWATER Tributary to: SWNE Stage: LICENSE ONYHEE County

Point(s) of Diversion: T06S R05E S31

Place of use Legal Description for: IRRIGATION

NE		NW		SW		SE		SUM						
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
06S	05E	29	:	:	:	:	:	:	:	:	:	:	:	:
06S	05E	30	:	:	:	:	:	:	:	:	:	:	:	:
06S	05E	31	:	40	40	20	10	:	:	:	:	:	:	:

TOTAL ACRES 165.0

POU County: ONYHEE

Other Rights: A02-07076, A51-02144

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A51-02144 A51-02229 R51-02144

Other Water Rights Listing Overlapping Place(s) of Use:
A02-07076 A51-02229 A51-07036

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: GEN RIGHTS HAVE ALSO BEEN CLAIMED TO WATER FROM BASIN 02 FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE,

AJ0749NP
No. R51-02229

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

DATE: 09/04/98
PAGE: 2

Remarks:

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.

Dates: Exam Made Date:

Verified Date:

09/04/1998

Objection Filed Date:

Misc:

Water District Number:

Field Inspection Flag:
Presumption Flag:

Comments:

Date: 07/03/1998 User-ID: KWALKER Subject: STATUS OF LAND
THIS LAND IS UNDER CRP PROGRAM 1987 - 1997. NO ON-SITE EXAM.

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:

09/04/98 KWALKER



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.

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: 51-02229

BLANCHE BINGHAM
RANDY S PORTER
914 N 5000 W
WEST POINT UT 84015

RECEIVED

SEP 01 1998

WATER RESOURCES
WESTERN REGION

Daytime Telephone Number:
Evening Telephone Number:

3 801-825-3126

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:

8/27/98

SIGNATURE:

Randy S. Porter

Blanche Bingham

Please print your name:

RANDY S. PORTER

BLANCHE BINGHAM

these lands are also irrigated by Pumping
from the Snake river RS: 02-7076

IDWR Western Regional Office, 2735 Airport Way, Boise, ID 83705-3082, (208) 334-2190

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

13:05:23
07/01/98
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PAGE: 17
PROFILE REPORT

CLAIM NUMBER: A51-02229 ✓

OWNER CODE NAME & ADDRESS
C RANDY S PORTER ✓
C BLANCHE BINGHAM ✓

PRIORITY DATE
10/15/1962 ✓

WATER USE
IRRIGATION ✓

DIVERSION RATE
3.30 CFS ✓

DIVERSION VOLUME
825.00 AFA ✓

TOTAL DIVERSION:
CONSUMPTIVE USE:
825.00 AFA ✓
495.00 AFA ✓

Water Source: GROUNDWATER ✓
Tributary to: ✓
T06S R05E S31 ✓
SWNE ✓

Stage: LICENSE ✓
CANYON County ✓

Point(s) of Diversion:

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				SUM	
T	R	S	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac		
06S	05E	29 1/2	✓													35.0	
06S	05E	30 1/2	✓													20.0	
06S	05E	31 1/2	✓													110.0	
TOTAL ACRES																165.0 ✓	

POU County: CANYON

Other Rights: A02-07076, A51-02144

Conditions of Approval: *Out*
016 See remarks for additional conditions of approval.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Basin Mutual Co. Canal

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:58:51
07/01/98

PAGE: 1
GENERAL INFORMATION

LAST: TRUSSELL
ADDRESS:
CITY: BURNEAU
PHONE NUMBER: 208-000-0000

FIRST: A L
STATE: ID ZIP: 83604

OWNER CODE: 0

LAST: PORTER
ADDRESS: 914 N 5000 W
CITY: WEST POINT
PHONE NUMBER: 801-825-3126

FIRST: RANDY S
STATE: UT ZIP: 84015

OWNER CODE: C

LAST: BINGHAM
ADDRESS: 914 N 5000 W
CITY: WEST POINT
PHONE NUMBER: 801-825-3126

FIRST: BLANCHE
STATE: UT ZIP: 84015

OWNER CODE: C

FIELD EXAM REQUIRED?

FIELD EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
N

NO REMARKS IN CLAIM

fw

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 verification - land in
CRP program.*

A. AJ CLAIM: # A51-02229 PRIORITY DATE: 10-15-1962 STAGE: L

B. WR RECORD: # 51-02229 PRIORITY DATE: 10-15-1962 STAGE: L

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

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

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

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

PROOF OF BENEFICIAL USE SUBMITTED

FIELD EXAM COMPLETED

FIELD EXAM SENT TO STATE OFFICE

LICENSE ISSUED

* 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?

* 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?

NOTES:

RECOMMENDED PRIORITY DATE:

10-15-1962

REVIEWED BY

DATE _____

7/3/98

YES ☒ NO ☐

Y () NC 65

/

N/A	Y	N
-----	---	---

N/A

N/A	Y	N
-----	---	---

N/A	Y	Y	N
-----	---	---	---

N/A ☒ YC ☐ NC ☐

✓ NC ✓

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	1/4	POD	LOT	FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A51-02229	06S	05E	31		SW	NE				OWYHEE		
OTHER AJ CLAIMS WITH SAME AJ POD												
A PREFIX												
R PREFIX												
A51-02144												
NONE												
51-02144												
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	POD	LOT	FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
51-02229	06S	05E	31		SW	NE				OWYHEE		
OTHER WR RECORDS WITH SAME WR POD												
A PREFIX												
R PREFIX												
A51-02144												
NONE												
51-02144												
AJ CLAIMS IN SAME 40 ACRE TRACT												

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 (☒)									
POO									
TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	FLAG	COUNTY	DIVERSION NAME
06S	05E	31	SW	NE				04YHEE	
—	—	—	—	—	—	—	—	—	DIVERSION NBR
—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY: ku DATE: 7/3/98
SYSTEM DESCRIPTION: DESCRIBED BELOW (), SEE LICENSE FILE (), OR SEE ATTACHMENT ()

A. ROOT WATER RIGHT NUMBERS: A51-02229

B. POI LISTING											
TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
06S	05E	29	SW	SW	SE	PORTER, RANDY S BASIN MUTUAL CANAL CO	A51-02229 / 35.0 A02-07076 / 40.0	51-02229 / 35.0 02-07076 / 40.0	43.0		35
06S	05E	30	SE	SE	SE	PORTER, RANDY S BASIN MUTUAL CANAL CO	A51-02229 / 20.0 A02-07076 / 40.0	51-02229 / 20.0 02-07076 / 40.0	42.0		20
06S	05E	31	NE	NE	NE	PORTER, RANDY S BASIN MUTUAL CANAL CO	A51-02229 / 40.0 A02-07076 / 40.0	51-02229 / 40.0 02-07076 / 40.0	25.0		40
06S	05E	31	NW	NE	NE	PORTER, RANDY S BASIN MUTUAL CANAL CO	A51-02229 / 40.0 A02-07076 / 40.0	51-02229 / 40.0 02-07076 / 40.0	19.0		40
06S	05E	31	SW	NE	NE	PORTER, RANDY S BASIN MUTUAL CANAL CO	A51-02229 / 20.0 A02-07076 / 20.0	51-02229 / 20.0 02-07076 / 20.0	40.0		20
06S	05E	31	SE	NE	NE	PORTER, RANDY S BASIN MUTUAL CANAL CO	A51-02229 / 10.0 A02-07076 / 40.0	51-02229 / 10.0 02-07076 / 40.0	40.0		10

ADDITIONAL POI FOUND

TOTAL ACRES	A51-02229	165.00	165.00	209.00	165 ✓
					POI COUNTY: OMYHEE

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

Y() N(☒)

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

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A51-02229	GROUNDWATER	PORTER, RANDY S	3.300	0.020	825.00	5.00
A02-07076	SNAKE RIVER	BASIN MUTUAL CANAL CO	27.200	0.020	6800.00	5.00

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

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

Y(☒) N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: A02-07076, A51-02144

E. IS THE CLAIMED POU 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 POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

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

N/A() Y(☒) N()

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y() N(☒)

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?

Y(☒) N()

*land is in
CRP program*

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
A51-02229 IRRIGATION	FROM 03-01 TO 10-01	3.300 CFS	825.00 AF/A
TOTAL DIVERSION RATE/VOLUME		3.300 CFS	825.00 AF/A

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
51-02229 IRRIGATION	FROM 03-01 TO 10-01	3.300 CFS	825.00 AF/A
TOTAL DIVERSION RATE/VOLUME		3.300 CFS	825.00 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: 3.300 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 3.300 CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A () Y () N ()

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A () Y () N ()

* 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? Y () N ()

FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

F.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 165 x 0.02 CFS/ACRE = 3.3 CFS
(Taken from pop review)

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y () N ()

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y () N ()

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 825.00 AF/A

ACRES 165 x DIVERSION VOL. AF/A FOR AREA 4 =TOTAL DIVERSION VOLUME 660.0 AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = N/A 495.0 AF/A

ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

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

Y () N () land in
CRP

Y () N ()

1b. CALCULATIONS

as licensed, ok to recommend
w/new guidelines

NOTES:

WR RECORD CONDITIONS/REMARKS:

016 See remarks for additional conditions of approval.

5

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	03-01 10-01	DATABASE EXAMINER 3.300	DATABASE EXAMINER 825.00	DATABASE EXAMINER 495.0
TOTAL FOR THIS RIGHT		3.300	825.00	~~495.0~~ <u>N/A</u>

NON-IRRIGATION USES CLAIMED:

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

REVIEWED BY: kw

DATE: 7/3/08

FLAG:

STANDARD CONDITIONS (CODE):

STANDARD REMARKS (CODE):

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

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

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 51-02229

N/A
DATABASE 3.300

TOTAL DIVERSION RATE OF WR SPLITS

EXAMINER _____ CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A51-02229	3.300	-	-	51-02229	3.300
TOTAL CFS		3.300				3.300

DIVERSION RATE REVIEW

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:

Kay Walker
7/3/98
Kay Walker
Sr. Agent

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

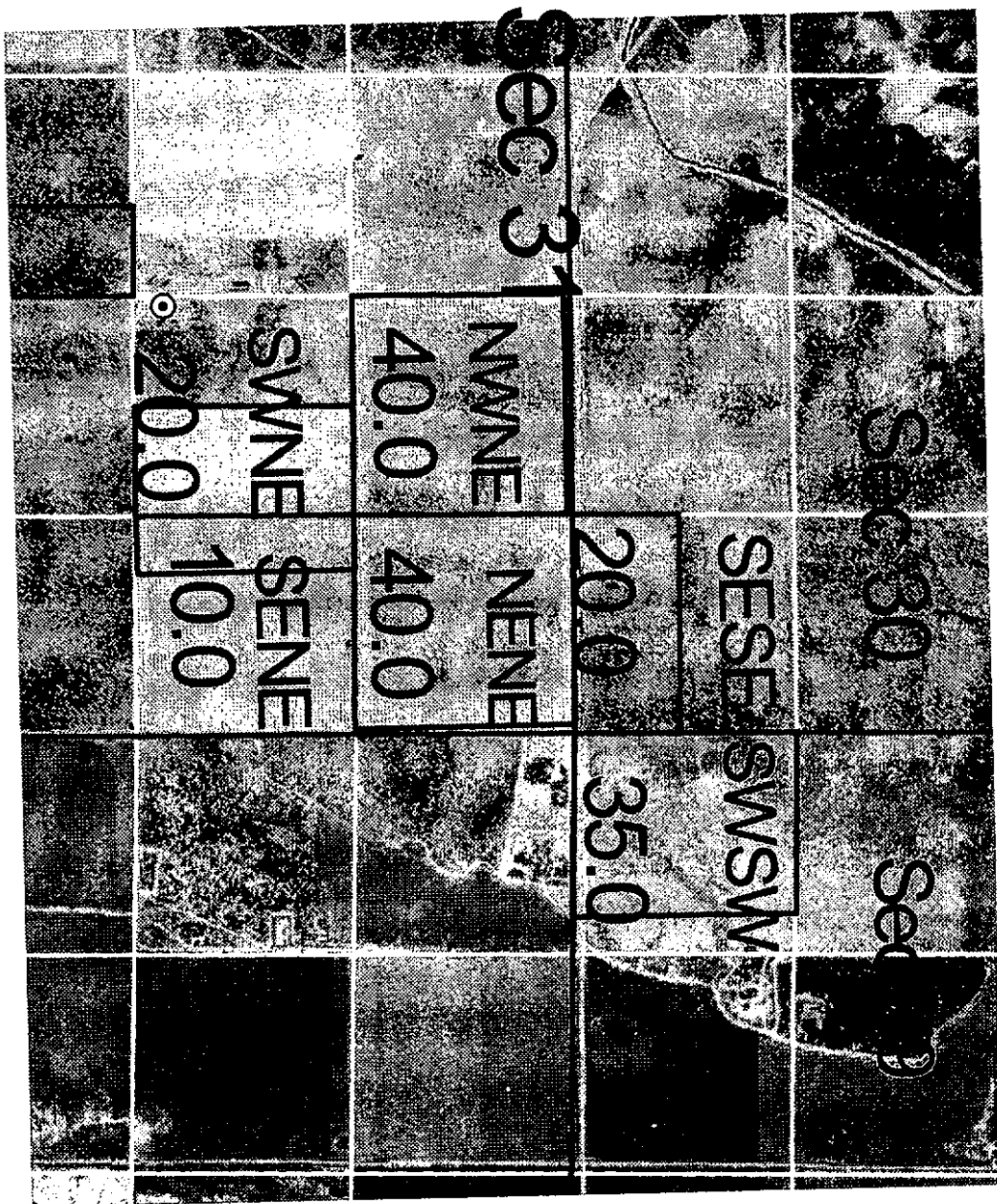
TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION	COPY INCLUDED IN FILE?
() ORTHOPHOTOQUAD	DATE OF PHOTO _____ IDWR ID NO. _____	Y() N()
() TOPOGRAPHIC	DATE FIELD CHECKED _____ IDWR ID NO. _____	Y() N()
() NAPP	DATE OF PHOTO _____ IDWR ID NO. _____	Y() N()
☒ ASCS AERIAL PHOTO	DATE OF PHOTO _____ <u>1987</u>	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()
<u>OTHER G/S shape</u>	DATE <u>6/25/98</u>	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 <u>9-30-69</u>	<u>3</u>	<u>poor quality copies</u>
☒ WATER RIGHT LICENSE	DATE LICENSE SIGNED <u>11-19-69</u>	<u>1</u>	
() IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____		
() SYSTEM DESCRIPTION	DATE DRAWN _____		
() PHOTOGRAPHS	DATE(S) PHOTOS TAKEN _____		
() SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____		
() HUBBLE ANALYSTS	DATE ANALYSIS COMPLETED _____		
() CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____		
() FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____		
() OTHER _____	DATE _____		
() OTHER _____	DATE _____		

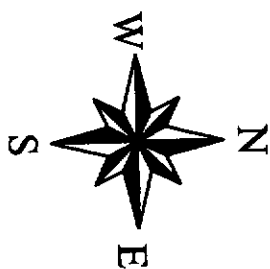
Idaho Dept of Water Resources

T06S, R05E, S 29, 30, 31
 Claim(s): 51-02229
 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 51-02229

AGENT SB DATE 6/25/98

TOTAL ACRES FROM RECOMMENDATION 165 IRR Season 3/1-11/15

GEOGRAPHIC INFO SYSTEM ACRES _____

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	65	58	29											35					
GIS			30																20
			31	40	40	20	10												
RECOM																			
GIS																			

POLYGON CREATED ON 80 _____

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

ATTRIBUTES OF B51-POU.SHP (108) () () () ()

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

B51-DBPOU.DBF SB UPDATED BY

B51-DBPOD.DBF SB UPDATED BY

added to B51

RDH GPSTABLE

Claim 51-02144 P.O.D. is the same.

DATE: 07/03/98
PAGE: 1

Audit: 07/03/98 KWALKER

ADJUDICATION MEMORANDUM

CLAIM NO.: A51-02229

SUBJECT: P/U in Sec. 31

EMPLOYEE: Ray Walker

DATE: 6-28-93

Contacted Mr. Porter as I was data entering this claim. (He had called me last week for help in completing the claim form. He said he had a vision impairment and needed assistance).

While data entering his claim (A51-02229) I found he had inserted the place of use in Sec. 31 backwards and knew he did not intend to do this. For instance he put the lands in NWNE under the NENW - he giggled when I explained the problem and said to go ahead and fix it as it was licensed.

No late fee was charged for this claim. He had filed another claim timely. He did not know this license was out there - had just inherited the property from his dad (Dale Porter).

WATER LICENSE

Water License No. G-30691/51-2229 Priority October 13, 1962 Amount 3.3 c.f.s.
(late proof)

THIS IS TO CERTIFY, that A. L. Trussell

of Bruneau, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated September 4, 1962; that Permit G-30691/51-2229 was issued pursuant to said application; that the proposed works were completed on or about January 27, 1969 with a storage/or carrying capacity of 3.35 c.f.s., said works consisting of well, pump, motor; and that on January 28, 1969 proof was made to the satisfaction of the State Reclamation Engineer, of the beneficial use of 825 acre feet per season, with a maximum rate of diversion of 3.3 cubic feet per second of the waters of ground water, tributary of _____, for the purpose of irrigation from March 1 to October 1, 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 1/4 NE 1/4 Sec. 31, T. 6 S., R. 5 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 825 acre feet per year.

Description and location of place of use:

TWP.	RANGE	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	
6S	5E	29											35						35
		30															20		20
		31	40	40	20	10													110

Total number of acres irrigated 165

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

19 day of November, 1969

[Signature]
State Reclamation Engineer

51 2229

30691

51-2229

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Application for Extension of Time to Avoid Forfeiture
of a Water Right

JAN 07 1988

Department of Water Resources
Western Regional Office

Department of Water Resources

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, Utah 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. 51-2229 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 October 15, 1962

5. Amount of water a. 3.3 c.f.s. and/or

b. _____ acre feet/annum

Department of Water Resources
Western Regional Office

6. Water is used for Irrigation from March 1 to October 1
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	29											35						35
		30																20	20
		31	40	40	20	10													110

Total number of acres irrigated 165

9. Give last date when water was applied to beneficial use October, 1986
Length of extension of time requested 5¹⁰ 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. Applicant requests that the Extension of Time 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. Speth
(Notary Public)

My commission expires 2/1/98

Residing at Baise, IL

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 October 1, 1997.

Witness my hand this 2nd day of February, 19 88.

J. Glen Saylor
Chief, Operations Bureau

For Department Use Only

Received by _____ Date _____ Time _____ Preliminary check by _____

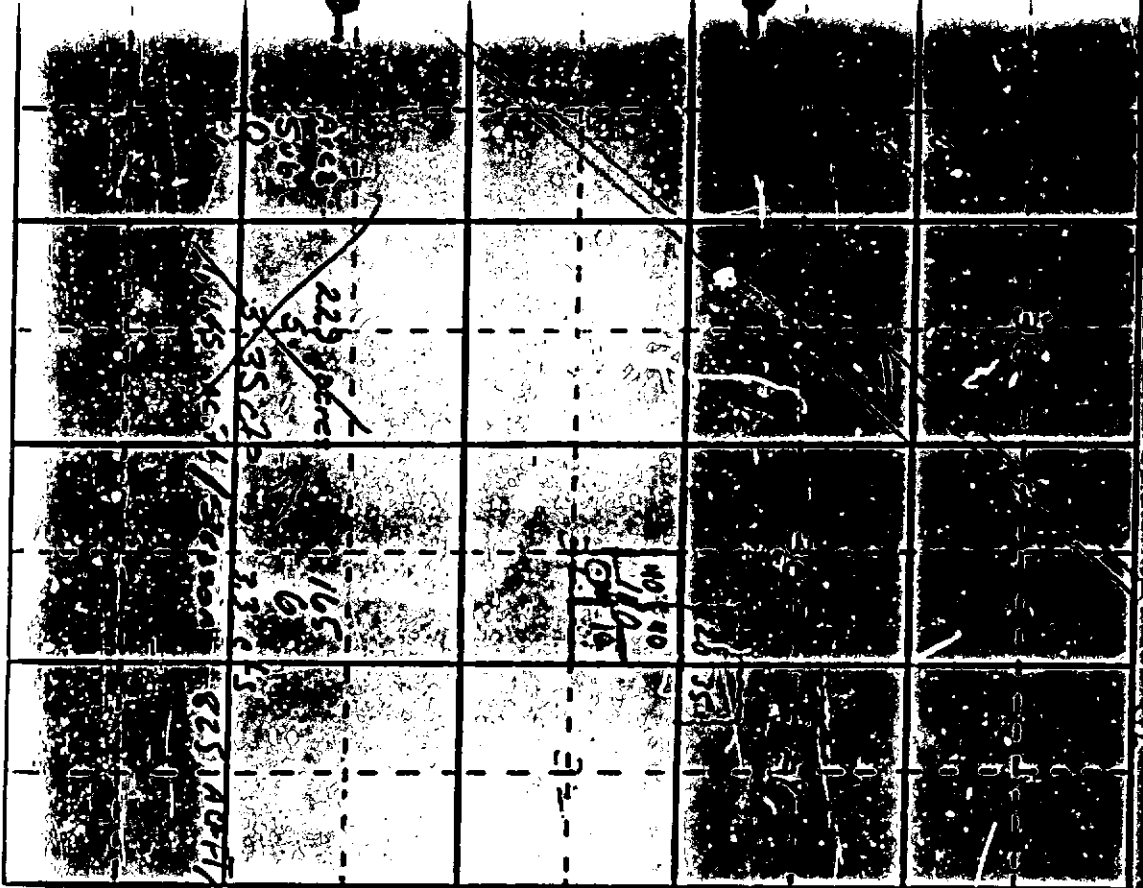
Fee \$ 50⁰⁰ Received by AR Date 9/28/87 Publication prepared by _____

Published in Ogyshee Avalanche Dates _____

Publication approved by _____ Date _____ Protests filed by: _____

Copies of protests forwarded by _____ Hearing held by _____ Date _____

Recommended for ☒ Approval // Denial by DET 12/21/87 Jim



223

Name of Applicant: John J. Brennan
 Name of Vendor: John J. Brennan
 Date of Sale: 1-28-62
 Location of Property: 1000 S. 1st St. N. W. Wash. D.C.
 (Section 10, Township 10N, Range 10E, District 10)

Water to be used for: Irrigation
 Quantity of water to be used: 6.5 cfs
 Use of measuring device: Installed or to be installed
 Location of measuring device: 1500 S. 1st St. N. W. Wash. D.C.

Land to be irrigated or place of use		TWP. RCE SEC.		Description	
65.	4 E.	35	1	1000 S. 1st St. N. W.	Wash. D.C.
65.	5 E.	29	1	1000 S. 1st St. N. W.	Wash. D.C.
		30	1	1000 S. 1st St. N. W.	Wash. D.C.
		31	1	1000 S. 1st St. N. W.	Wash. D.C.
		32	1	1000 S. 1st St. N. W.	Wash. D.C.

Date filed: 9-4-62
 Priority Date: 11-16-62
 Date Due: 12-17-68
 Date Made: 1-28-62

Other rights and claims covered: None
 Average covered by subdivisions also shown: None

101-1500-0000-0000

1500-0000-0000-0000

1500-0000-0000-0000

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1500-0000-0000-0000

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1500-0000-0000-0000

Who represented the period holder

A. L. Tauscher

Recommended allowance for licensing

3.846 3.35-0000

Description of required amendments

Comments

Report checked

6-570-0000

6-570-0000

6-570-0000

6-570-0000

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440510

DISCHARGES IN
DITCHES
TO EARTH
BOIL

Box 10

40 H. 3

1256720359

WILLIAM & SON



THE



1954

1991

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751-0229

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LG01

266

L661

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81.7

41.3

1661

L661

30/29 31/32

262

42
342

CRP-97

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14.7
39

36	25
31	30

583

61.7
27

38
87-41

4181-91
34

57

12.2
1987-1997

25
25.2

28
9.0

28
CRP
1967-1997

4.0

42

23.2

638

57	05
29	19
20	20

25	24	30
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TS

Don't know / 10/10/10

2867