

BY -LAWS

of

NORTHWEST FOX CREEK SPRINKLER IRRIGATION
COMPANY, INC.

--
Article 1 - Area Served

Section 1. The area included within the system of this corporation, hereinafter called "the system lands" is located in Teton County, Idaho, and more particularly described as follows, to-wit:

W½ of Section 24, and E½ of Section 23, Township 4 North, Range 45, E.B.M., excepting therefrom all County road rights-of-way and Highway #33 and the Railroad right-of-way, also excepting Tax No. 1105 in the corner of the SE¼ of said Section 23, belonging to the Utah Idaho Sugar Company, containing approximately 544.4 acres, more or less;

The corporation system also includes the metal pipeline which shall receive this corporation's stockholders' water by virtue of their water rights as represented by stock in the Fox Creek Canal Company, Incorporated, and said water shall be discharged from the Fox Creek Company Canal into said metal pipeline at a point in the Southeast corner of the Northeast quarter of the Southwest quarter in Section 19, Township 4 North, Range 46, E. B. M.; and said pipeline then extends at a grade to provide for gravity flow and pressure through the system lands to points of delivery to the stockholders, which points of delivery shall be lateral pipelines attaching to the corporation's mainline.

✓ Section 2. There shall be no other lands included within the system; providing, however, new lands may be included within the system if by the consent of at least two-thirds of the stockholders present at a meeting called for that purpose at which there is a quorum present in person or by proxy.

ARTICLE 11 - Directors

Section 1. The corporate powers of this corporation shall be vested in a board of five directors, all of whom must be stockholders of Northwest Fox Creek Sprinkler Irrigation Company, Inc.

Section 2. The directors shall be elected by written, secret ballot at the annual meeting by a majority of the stock representatives at said meeting either in person or by proxy. The term of office of the directors, after such organization, shall be one year each. At each and every annual meeting thereafter, new directors shall be elected to succeed those presently in office, to hold office for a term of one year, or until their successors are elected and qualified. Their term of office shall begin immediately after their election.

Section 3. Vacancies in the board shall be filled by the other members of the board in office, and such person so elected shall fill out the unexpired term of the person causing the vacancy.

Section 4. The directors shall have the power:

- (a) To call meetings of the board of directors when they deem it necessary, by giving such notice as the exigency of the case and the importance of the business may require.
- (b) To appoint and remove all officers, agents and employees of the company, prescribe their duties, fix their compensation and require from them security for faithful service.
- (c) To make rules and regulations, not inconsistent with the laws of the State of Idaho, or the general laws of the United States and the By-Laws of this corporation, for the guidance of the officers and management of the affairs of the corporation.

(d) to levy assessments at such times and of such amounts as may be necessary for paying off the indebtedness of the corporation and for carrying on the business of the corporation, or for any other purpose that the said directors may believe to be to the better interest of the company, in conformity with the statutes of the State of Idaho.

(e) To give notice to the stockholders of the assessments so levied, and requiring each stockholder to pay to the Secretary-Treasurer the amount of said assessment in a manner provided for in these By-Laws.

(f) To cause to be kept a complete record of all their acts and proceedings and of the proceedings of the stockholders, and present a summary of all their acts and doings at the regular annual meeting of the stockholders, showing in detail the assets and liabilities of the corporation, and generally the condition of its affairs. A similar statement shall be presented at any other meeting of the stockholders when required to do so by persons holding at least one-third of the capital stock of the corporation.

(g) To supervise all of the officers of the corporation, and see that their duties are properly discharged; to require the Secretary-Treasurer to keep full and accurate books and to prescribe the form and mode of keeping said books.

(h) To cause to be issued to the stockholders, in proportion to their several interests, certificates of stock, not to exceed in the aggregate the amount of the capital stock of said corporation.

Section 5. The members of the Board of Directors shall receive no salary as such, but may be paid for their actual time and expenses at a rate to be determined from time to time by the board of directors.

ARTICLE III - Officers

Section 1. The officers of this corporation shall consist of a president, a vice-president and a secretary-treasurer. These officers shall be elected by written, secret ballot by the Board of Directors at a meeting of the directors, immediately following the annual meeting of the stockholders, and shall serve for a term of one year or until their successors have been elected and qualified. The board of directors shall have the power to fill any vacancy that may occur by death or otherwise of any one or more of said officers; providing, however, all officers must be members of the board of directors and any officer so appointed shall hold office until the next regular meeting of the board of directors immediately following the annual meeting of the stockholders.

Section 2. The President shall preside at all meetings of the stockholders and directors. He shall sign instruments in writing which have first been approved by the board of directors; he shall call meetings of the board of directors whenever he deems it necessary, or when required to do so as hereinafter provided, and he shall have, subject to the advice and control of the board of directors, the general superintendency of the affairs of the corporation. In the absence of inability to act of the President, the Vice-President shall perform his duties. The president shall have the same vote as all other directors and stockholders.

Section 3. It shall be the duty of the Secretary:

(a) To keep a record of the proceedings of the board of directors and the stockholders.

(b) To keep a book of blank certificates of stock, fill up and countersign all certificates issued, and make the corresponding entries in the margin of such book on the issuance of the same.

(c) To keep a proper transfer book and a stock ledger in debit and credit form, showing the number of shares issued to and transferred by any stockholder, and the date of such issuance and transfer, and to whom transferred.

(d) To keep safely all money and evidences of debts and certificates of deposit belonging to the corporation, a list of all debts owing by the corporation, and to pay out and disburse the money on hand under and by direction of the board of directors and in conformity with the By-Laws of this corporation.

(e) At the annual meeting of the stockholders, to submit a statement of his accounts with proper vouchers and at any other meeting when required to do so by the directors, showing in detail the amount of money received by him, to whom paid, and the amount still remaining then in the treasury; also the securities for money, and showing generally the financial condition of the corporation.

(f) To countersign all checks drawn by the President, keep proper account books and discharge such other duties as pertain to his office, and as shall be prescribed by the directors.

Section 4. All officers of this corporation shall receive such salary and compensation for their services as may be fixed by the stockholders at the annual meeting of the corporation, and all such claims shall be audited and allowed under the By-Laws.

ARTICLE IV - Distribution of Water

Section 1. Since the stockholders of this corporation are also stockholders of Fox Creek Canal Company, Incorporated, and since this corporation's irrigation pipeline replaces irrigation canals which were under the jurisdiction and were regulated by said Fox Creek Canal Company's board of directors, and particularly its watermaster, said Fox Creek Company's watermaster shall regulate the distribution of this corporation's stockholders' water through the mainline into each stockholder's lateral pipeline; providing, however, the board of directors of this corporation shall be responsible to see that there is always a watermaster available to regulate the distribution of the water among the stockholders, according to their respective rights.

Section 2. The watermaster shall, annually and at all times when called upon by the directors, make a written report to such directors as to the services performed by him, the water distributed, and to whom, and in what quantities distributed, and of the general condition of the canal system and distribution works owned by the corporation, and what repairs, if any, may be necessary, as well as about such other matters as may pertain to the general welfare of the corporation and its property.

Section 3. The watermaster shall have authority to make any repairs that require immediate attention, not exceeding a cost of \$50.00. All other repairs, alterations or construction work shall be first authorized by the board of directors.

Section 4. The holders of certificates of stock in this corporation shall be entitled to a pro rata distribution of the water delivered into its system, in proportion to the amount that the stock so held by the stockholder bears to all of the stock issued by the corporation; and the holders of storage water, purchased or leased water, or other water conveyed through the facilities of the corporation shall make arrangements by specific agreement with the board of directors for the delivery of the water.

Section 5. This corporation shall only be required to convey its stockholders' water from the Fox Creek Canal system through the main pipeline to the lateral pipelines owned by the stockholders at which points the corporation shall install risers on said main pipeline and the stockholders shall, at their own expense, install lateral pipelines extending from an attachment to the risers upon the mainline to their respective lands, where they shall also install their own sprinkler heads and other means of

irrigation; providing, however, all lateral pipelines, nozzles, sprinkler heads and all other irrigation equipment shall be of a type and installed in a manner approved by the board of directors; and providing further, there shall be one lateral for each 40 acres of land, and there shall be no priorities among the stockholders to the use of the water. The board of directors, through the watermaster, shall regulate the flow of water to each of the stockholders by regulating the opening of the discharge nozzles according to the available water, and no stockholder shall interfere with such discharge nozzles to change the rate of flow without the knowledge and consent of the watermaster, and no water shall be delivered to a stockholder unless and until the lateral pipeline, sprinkler heads and all other parts of the irrigation equipment have been properly installed under the direction of the board of directors.

Section 6. Any person diverting water from the corporation's system in any other manner than the manner provided herein, and as provided by the statutes of the State of Idaho shall be punished in accordance with the law.

Section 7. If any stockholder wishes to use his water right on lands outside of the corporation's system, or if any stockholder wishes to use any other water right upon lands within the corporation's system, he may do so with the consent of the board of directors, in the following manner:

First: Application in writing must be made to the board of directors, giving in detail the plan of the applicant.

Second: The board, shall make an investigation of the facts and circumstances surrounding the proposal, and if it is found that no one is or will be injured by such transfer, a permit shall be granted by the board.

ARTICLE V - Capital Stock

Section 1. The total number of shares which may be issued by the corporation is 544.4 representing one share for each acre of land within the corporation's system, all of which stock is for no nominal or par value.

Section 2. Each stockholder shall be entitled to receive certificates representing the shares of stock he owns in the company.

Section 3. Shares of stock shall be in such form and device as the board of directors may direct, and each certificate of share shall be signed by the President and countersigned by the Secretary-Treasurer, and express on its face its number, date of issuance, the number of shares and to whom issued; the same to be under seal.

Section 4. Such shares of stock may be transferred at any time when all assessments against said shares are fully paid up, by the owner thereof; provided, that the Secretary-Treasurer shall be allowed a fee of fifty cents for each transfer. No transfer shall be valid until the original certificate has been surrendered and a record made of the transfer on the books of the corporation; and no certificates shall be issued for less than one-half share of stock.

Section 5. No new certificate shall be issued in lieu of any other certificate except such other certificate has been surrendered and canceled, except where a certificate of stock has been lost or destroyed, and a duplicate certificate is required in lieu thereof in which event a duplicate certificate may be issued upon the holder of said certificate presenting to the board of directors satisfactory evidence that the said certificate has been lost or destroyed, and filing an affidavit, setting forth the facts pertaining to such lost or destroyed certificate.

ARTICLE VI. Borrowing Money

Section 1. This corporation shall have the power to borrow money and to mortgage the facilities of the corporation and the corporation's system as security for the payment thereof, but no loans shall be obtained by the corporation except by the consent of two-thirds of the stockholders voting on such a proposal at a meeting called for that purpose at which time there is a quorum present in person or by proxy, and said meeting shall be called in accordance with Article IX of these By-Laws, providing, however, the stockholders have, by the Articles of Incorporation, and they do hereby consent to the borrowing by the corporation of approximately \$40,000.00 from the United States of America, Farmers Home Administration, and the President and Secretary are hereby authorized and directed to make, execute and deliver the required notes, mortgages and other documents necessary for the acquisition of said loan to obtain the proceeds necessary for the acquisition and installation of the corporation's irrigation facilities.

ARTICLE VII - Levy, Assessments and Collection of Assessments

Section 1. Each stockholder shall be required to pay annual assessments levied by the board of directors necessary to meet the loan repayment schedules of the corporation for the original construction of the system and any other additions, repairs and alterations thereto, and to pay the annual costs of maintaining and operating the system. No stockholder shall be entitled to the use of any water through the corporation's facilities until his assessments have been paid in full.

Section 2. Each stockholder shall be notified in writing of his assessment and said notice shall require the stockholder to make payment in full of said assessment within thirty days thereof. In the event said assessment is not paid in full within said 30 day period, it shall become delinquent and the stockholder whose delinquency occurs, should not be entitled to receive water until it is paid in full. The board of directors shall notify such delinquent stockholder of the delinquency by certified mail and shall charge such stockholder, in addition to the assessment, eight per cent interest per annum from the date of the delinquency until paid. In the event said delinquency and interest are not paid within 15 days after the delinquency notice has been deposited in the postoffice addressed to the delinquent stockholder, postage prepaid, then the board of directors shall advertise a notice of sale of the capital stock of said delinquent stockholder by publishing in a newspaper published and circulated within Teton County, Idaho. Said publication shall be made in two consecutive weekly issues and shall specify the date, time and place of sale of said stock, which shall not be less than 15 days nor more than 20 days from the date of the first publication of notice. At said sale, to be conducted by or at the direction of the board of directors in accordance with the published notice, the stock of the delinquent stockholder or so much thereof as is necessary to pay the delinquent assessment, together with the accrued interest therein, the costs of advertising and the costs of conducting of sale, shall be sold. Said delinquent stockholder shall have the right to redeem his stock from said sale at any time prior to the actual sale thereof by paying the amount of the delinquent assessment together with accrued interest and all advertising costs of said sale, and any other expenses incurred by the board of directors in connection with said sale. At said sale, any purchaser of stock thereat must qualify as a stockholder under the provisions of these By-Laws, and shall be issued a certificate of stock representing the shares purchased in the same manner as any other stockholder.

ARTICLE VIII RIGHT-OF-WAYS

Section 1. Each stockholder of this corporation hereby grants, conveys and confirms unto the corporation and to every other stockholder hereof, such rights of way and easements over and across their lands as may be necessary to install and maintain the corporation's system and the respective laterals and irrigation systems of the stockholders.

ARTICLE IX MEETINGS OF STOCKHOLDERS

Section 1. There shall be an annual meeting of the stockholders of the corporation held on the first Monday in March of each year at the hour of 2 o'clock p.m. in Driggs, Teton County, Idaho. All meetings of stockholders shall be called by a notice mailed at least ten days before said meeting, giving the date, place and time of meeting, and shall be signed by the Secretary pursuant to the order of the board.

Section 2. (a) At all stockholders' meetings, each holder of stock shall be entitled to one vote regardless of the number of shares subscribed. Each stockholder may vote either in person or by proxy, providing, however, each proxy must be in writing and filed with the Secretary-Treasurer. (b) No business shall be transacted at any meeting of the stockholders without the presence of a quorum, and a quorum shall consist of a majority of outstanding capital stock. (c) Special meetings of the stockholders may be called at any time by the concurrence of at least five percent of the issued and outstanding shares of capital stock, or by the board of directors, or by at least three of said board of directors, or by one shareholder if the time has expired for the holding of the annual meeting, by giving notice in the manner and for the time prescribed for the annual meeting; providing, however, said notice shall state the object of the meeting, designating the items to be discussed and providing for the discussion of any other business that may properly come before the meeting.

ARTICLE X - Amendments

Section 1. These By-Laws may be amended at any annual meeting of the corporation or at any special meeting called for that purpose by a two-thirds vote of the allotted shares of the corporation present at such meeting either in person or by proxy.

These By-Laws adopted at a meeting of the stockholders of Northwest Fox Creek Sprinkler Irrigation Company, Inc. held this

Jack Rasmussen
Jack Rasmussen
Merle Kunz
Merle Kunz
Lyle Kay
Lyle Kay

Dwight C. Stone
Dwight C. Stone
Duane Kunz
Duane Kunz
Ronald Beard
Ronald Beard

STATE OF IDAHO

COUNTY OF TETON

ss.

On this 28th day of February, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Merle Kunz, Lyle Kay, Dwight C. Stone, Jack Rasmussen, Duane Kunz, and Donald Beard, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public residing at
Mexburg, Idaho

CERTIFICATION

STATE OF IDAHO) (SS.)
COUNTY OF TETON)

I, Dwight C. Stone, certify that I am the Secretary-Treasurer of the Northwest Fox Creek Sprinkler Irrigation Company, Inc.; that I have custody of the records of said corporation, which include the Bylaws, that the foregoing is a true and correct copy of the original Bylaws of said Northwest Fox-Creek Sprinkler Irrigation Company, Inc.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Corporation this 28th day of February, 1969.

(Corporation Seal) Sec. Treasurer of the Northwest Fox Creek Sprinkler Irrigation Co. Inc.

I, Dwight C. Stone, certify that I am the Secretary-Treasurer of the Northwest Fox Creek Sprinkler Irrigation Company, Inc.; that I have custody of the records of said corporation, which include the Bylaws, that the foregoing is a true and correct copy of the original Bylaws of said Northwest Fox-Creek Sprinkler Irrigation Company, Inc.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

PAID IN FULL

CONFORMED COPY

PROMISSORY NOTE

KIND OF LOAN:

- ☒ ASSOCIATION
☐ LH - ORGANIZATION
☐ RRH - ORGANIZATION

(INSURED LOAN TO NON-TAX EXEMPT
ASSOCIATION OR ORGANIZATION)

STATE	Idaho
COUNTY	Teton
CASE NO.	12-11-599196

Date February 28, 19 69

FOR VALUE RECEIVED, NORTHWEST FOX CREEK SPRINKLER IRRIGATION COMPANY, INC.

(herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home

Administration, United States Department of Agriculture, (herein called the "Government") at its office in

Rexburg, Idaho

, or at such other place as the Government may hereafter designate

in writing, the principal sum of TWENTY SIX THOUSAND THREE HUNDRED AND NO/100 - - - - - dollars

(\$ 26,300.00), plus interest on the unpaid principal balance at the rate of five percent

(5 %) per annum. The said principal and interest shall be paid in the following installments on the following

dates: \$ 2,110.00 January 1, 19 70, ~~January 1, 1971~~

~~January 1, 1972~~ and \$ 2,110.00 annually thereafter on January 1, except that the final installment shall

be paid at the end of twenty (20) years from the date of this note, and except that prepay
ments may be made as provided herein below. The consideration heretofore shall support any agreement modifying the fore-
going schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower in
accordance with the schedule stated on the reverse side hereof, and interest will accrue on the amount of each advance
from its actual date as shown on that schedule.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the
effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower.
Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source
of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and
shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this note and insures the payment thereof, Borrower shall continue to make
payments to the Government as collection agent for the holder.

While this note is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of
the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the
Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The
effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual
installment due date basis, shall be the date of the United States Treasury check by which the Government remits the
payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an
annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest
to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury
check to the holder.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable
rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for
loans for similar purposes and periods of time.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative
or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will,
at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of Borrower to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Administration Act of 1961 if the box opposite "Association" is checked under the heading "KIND OF LOAN", or pursuant to Title V of the Housing Act of 1949 if the box opposite "LH - Organization" or "RRH - Organization" is checked. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

(CORPORATE SEAL)

ATTEST:

/s/ Dwight C. Stone

Dwight C. Stone (Signature of Attesting Official)

Secretary-Treasurer

(Title of Attesting Official)

NORTHWEST FOX CREEK SPRINKLER IRRIG. CO., INC

(Name of Borrower)

/s/ Merle G. Kunz

Merle G. Kunz

(Signature of Executive Official)

President

/s/ Dwight C. Stone

(Title of Executive Official)

% Dwight C. Stone

(Post Office Box No. or Street Address)

Victor, Idaho 83455

(City, State, and ZIP Code)

SCHEDULE OF MULTIPLE ADVANCES

(1) PROPOSED DATE OF ADVANCES	(2) AMOUNT	(3) ACTUAL DATE OF ADVANCES

Pay to the order of

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

BY

JAN 2 1991

USDA-FmHA
Form FmHA 460-4
(Rev. 1-14-77)

Position 1 - Chattel Security
Position 5 - Real Estate Security

TETON Co. Id.
Clerk Recorder

SATISFACTION

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, acting through the Administrator of the Farmers Home Administration, as owner and holder of the following-described lien instrument(s), made and executed by Northwest Fox Creek Sprinkler Irrigation Company, Inc.

and recorded or filed in County of Teton

State of Idaho, does hereby satisfy and discharge the said lien instrument(s).

LIEN INSTRUMENT	MORTGAGEE	DATE OF INSTRUMENT	DATE FILED	RECORD OR FILE NO.	BOOK NUMBER	PAGE NUMBER
Real Estate Mte.	USA - Farmers Home Administration	2-28-1969		66699	107440	
			FILED INDEXED PLATED		FILED AT THE REQUEST OF	
			AT 45 MINUTES PAST		3 P M	
			DATE		Jan. 25, 1991	
			BY		Diana J. Drake	
			CLERK OF RECORDER		Diana J. Drake	

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed the 28th day of November, 19 90, pursuant to delegation of authority published in 7 CFR Part 1800 Subpart C.

WITNESSES: _____ By R. Craig Thurgood

Title District Loan Specialist
Farmers Home Administration
United States Department of Agriculture

STATE OF IDAHO }
COUNTY OF BINGHAM } ss:

On this 28th day of November, 19 90, before me, the subscriber, a Notary Public _____, in and for the above county and State, appeared _____, known to me to be District Loan Specialist

Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, who acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Blackfoot, ID

the day and year aforesaid.
Sharon R. Ruddles
SHARON R. RUDDLES (Signature)

Notary _____
(To be filled in if certifying officer is a notary public)
8-12-94
(Title) ★ U. S. GPO: 1977-0-765-006/1522

OPERATIVE AGREEMENT

THIS INDENTURE, made this 21st day of November, 1968, by and between the ROCK ROAD SPRINKLER IRRIGATION COMPANY and the NORTHWEST FOX CREEK SPRINKLER IRRIGATION COMPANY, hereinafter known as the Companies.

WITNESSETH: The Companies herein mentioned hereby mutually agree upon the following items relative to Pipe-line irrigation by sprinkling, to-wit:

1. Each Company shall share the waters of Fox Creek for irrigation on a per acre basis, covered under the system.
2. The Companies will cooperate in an effort to conserve and make beneficial use of water available, taking into consideration shrinkage and channel loss.
3. During time when canyon water flow exceeds to lower points, and when the best interest of all concerned may be served better, and the main lines are sufficient and adequate, the water of both systems may be diverted at the main point of diversion of the Rock Road Sprinkler Irrigation Company, and continue through the lines of both Companies, to be shared on a per acre basis, thus eliminating unnecessary ditch or channel loss.
4. The waters of each Company may be diverted at the same place, namely: at the Rock Road Sprinkler Irrigation Company's point of diversion, at any other time upon the mutual consent of the parties.
5. When the waters of each system are diverted together, costs of regulation and maintenance shall be shared on a per acre basis.
6. The operative agreement shall have no effect or change any existing water right by decree, permit, license or otherwise.

ROCK ROAD SPRINKLER IRRIGATION CO.

Boyd Moulton
Boyd Moulton, President

Stanley Nelson, Secretary

STATE OF IDAHO) SS.
COUNTY OF TETON)

NORTHWEST FOX CREEK SPRINKLER IRRIGATION CO.

Merle G. Kunz
Merle G. Kunz, President

Dwight C. Stone
Dwight C. Stone, Secretary

On this _____ day of November, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared Boyd Moulton and Stanley Nelson, Pres. and Sec. of the Rock Road Sprinkler Irrigation Co.; and Merle G. Kunz and Dwight C. Stone, Pres. and Sec. of the Northwest Fox Creek Sprinkler Irrigation Co.; known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

My Commission expires Dec. 21, 1969. Notary Public residing at
Rexburg, Idaho

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

PAID IN FULL-EMER

REAL ESTATE MORTGAGE
(ASSOCIATION SOIL AND WATER CONSERVATION INSURED LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated February 28, 1969

1. WHEREAS, the NORTHWEST FOX CREEK SPRINKLER IRRIGATION COMPANY, INC., a corporation organized and existing under the laws of the State of Idaho, with principal place of business in Idaho, County of Teton, State of Idaho, hereinafter called the Mortgagor, is justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, hereinafter called the Mortgagee, as evidenced by one or more promissory note(s), hereinafter called "the note," executed by the Mortgagor and payable to the Mortgagee in installments, which note authorizes the acceleration of the entire indebtedness at the option of the Mortgagee upon any default by the Mortgagor, the said note being described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
February 28, 1969	\$26,300.00	5%	February 28, 1989

WHEREAS, the note evidences a loan to Mortgagor in the principal amount specified therein, made with the purpose and intention that the Mortgagee, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of August 8, 1961, (75 Stat. 307; 7 U.S.C. 1921, et seq.), as amended; and

WHEREAS, when payment of the note is insured by the Mortgagee, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Mortgagee, the Mortgagee will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and

WHEREAS, at all times when payment of the note is insured by the Mortgagee, the Mortgagee by agreement with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance payment of the note will be that the holder will forego his rights and remedies against Mortgagor and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Mortgagee's request will assign the note to the Mortgagee should Mortgagor violate any covenant or agreement contained herein, in the note, or in any supplementary agreement; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Mortgagee, or in the event the Mortgagee should assign this

TERM	NR	241	CPR	ID	241	ACCOUNT INFORMATION	STDT	102690	CSDT
CNUM	12-061-0000599196	NAME	NORTHWEST	FOX	CREEK	STDT	102690		
FCOD	9630	LNUM	01	KCOD	00	DUED	00	FMCD	1
DEFL	DEXD	DECL	DFLA	DSCL	DSCD	DSLO	DECA		
DSED	DSXD	DSCL	DSLO	DECA					
DOLN	022869	AMED	000000	AFDT					
ZDLR	100490	ZDLR	102590	RG12	1	LRDT	080489		
XADN	26,300.00	XADA	26,300.00	RG12	1	LRDT	080489		
PTC1	26,300.00	PTC3	26,300.00	RG12	1	LRDT	080489		
ICRT	46,307.05	INCR	55.62	RG12	1	LRDT	080489		
SS1S	68.99A	SSC3	55.62A	RG12	1	LRDT	080489		
UNFN	.00	UNFA	.00	RG12	1	LRDT	080489		
UNIN	.00	UNIA	.00	RG12	1	LRDT	080489		
DACN	.0000	DACA	.0000	RG12	1	LRDT	080489		
UFAM	.0000	UFUN	.0000	RG12	1	LRDT	080489		
U1AM	.0000	U1UN	.0000	RG12	1	LRDT	080489		
STAM	.0000	STAD	.0000	RG12	1	LRDT	080489		
XA1C	.0000	XA1D	.0000	RG12	1	LRDT	080489		
XANI	.0000	XANI	.0000	RG12	1	LRDT	080489		
STAN	.0000	STAN	.0000	RG12	1	LRDT	080489		
TPOF	.0000	TPOF	.0000	RG12	1	LRDT	080489		
CASE	NUMBER: 12 061 0000599196	STATUS	TYPE: AI	LOAN:	01	ACDT:			

ACDT 102690
ZSPC 0
SPCL 0
FPCD R07
INR1 5.0000
INR2 5.0000 *5.0000*
11.44



United States
Department of
Agriculture

Farmers
Home
Administration

745 West Bridge, Suite C
Blackfoot, ID 83221

Duane Kunz
Box 600
Victor, ID 83455

November 28, 1990

Enclosed you will find the Real Estate Mortgage and Promissory Note for Northwest Fox Creek marked paid in full. Also enclosed is a satisfaction that will need to be recorded in the Court House to release the mortgage.

Lou Ann Borghenack
LOU ANN BORGHENACK
District Loan Technician

 Farmers Home Administration is an Equal Opportunity Lender.
Complaints of discrimination should be sent to:
Secretary of Agriculture, Washington, D.C. 20250

NORTHWEST FOX-CREEK IRRIGATION COMPANY, INC.

PROJECT REPORT

1. SUMMARY

A. Project: Sprinkler Irrigation Association

B. Applicant:

1. Type of Organization - Non-profit Corporation
2. President of Board - Merle Kunz, Victor, Idaho
3. Association Counsel - Harold Forbush, Rexburg, Idaho
4. Association Engineer - Soil Conservation Service, Driggs, Idaho
5. Eligibility based on - Direct use by Association Farmers

C. Cost Estimates and Financing Plan Survey:

Item	Borrowers Contribution		Development Grant	FHA Loan		Total
		Other				
1. Development	0	0	*20,000.00	24,400.00	44,400.00	
2. Land & Rights	0	0	0	0	0	
3. Legal Service	0	0	0	350.00	350.00	
4. Engineer Service	0	0	0	0	0	
5. Interest	0	0	0	1,550.00	1,550.00	
6. Contingencies	0	0	0	0	0	
7. Equipment	0	0	0	0	0	
8. Initial O & M	0	0	0	0	0	
9. Initial Reserve	0	0	0	0	0	
10. Refinancing	0	0	0	0	0	
			20,000.00	26,300.00	46,300.00	

*ASCS Cost Sharing

D. FHA Loan:

1. Source of Funds - Insured
2. Lender - Insurance fund
3. Interest rate - 5 percent
4. Repayment period - 20 years

E. Facility Control:

1. Easements are being obtained on all property on which the pipe line will pass through.

F. Land, Land Interest and Rights:

1. Members of Association own land that system will be located.

Dangie

Int

10/21	799.88	11.67	299.58
Int	696.22	103.66	
Int	11.67		
Int	-184.55	-115.33	
Due 12.15-1976			
Int @ 8% to 3-3-77			
7d. 3-3-77			
Due 3-4-77	511.67		
Int @ 8% to 12-15-77			
PON. Assessment for 1977	298.74		
Int @ 8% to 12-1-78			
PON. Assessment for 1978	298.74		
Int @ 8% to 12-1-78			
1109.15	96.90		
1206.05			