

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 63-222J
Date Received: 4/18/1990
Receipt No: C016376
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

W/T LAND AND CATTLE INC Phone: (208) 454-8239
PO BOX 209
NOTUS ID USA 83656

2. Date of Priority: 06/01/1883

3. Source: BOISE RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	03W	20	SE SW	CANYON	

5. Description of diverting works:

RIVERSIDE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	8	

7. Total Quantity Appropriated is:
8 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
04N	04W	9	NE	NE		IRRIGATION	40
			NW	NE		IRRIGATION	40
			SW	NE		IRRIGATION	40
			SE	NE		IRRIGATION	40
			NE	NW		IRRIGATION	40
			NW	NW		IRRIGATION	40
			SW	NW		IRRIGATION	40
			SE	NW		IRRIGATION	40
			NE	SW		IRRIGATION	40
			NW	SW		IRRIGATION	40
			NE	SE		IRRIGATION	40
			NW	SE		IRRIGATION	40
						Section Acres	480
						Total Acres	480

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

WATER IS DIVERTED FROM RIVERSIDE CANAN IN SESW SEC 14, WATER IS THEN CARRIED THROUGH DITCH OWNED AND MAINTAINED BY SIMPLOT TO PLACE OF USE.

15. Basis of Claim: Decreed

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.

RECEIVED

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

AUG 10 2006
DEPARTMENT OF
WATER RESOURCES

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

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

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
<u>63-4688 B</u>	_____	_____	_____	_____	_____
<u>63-2070 B</u>	_____	_____	_____	_____	_____
<u>63-222 J</u>	_____	_____	_____	_____	_____
<u>63-8352</u>	_____	_____	_____	_____	_____

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

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

JR Simplot Co.
P.O. Box 27 Boise, Id 83707

4. New Owner/Claimant(s)

W/T Land & Cattle Inc.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 209

City, State and ZIP Code

Moody, Id 83656

New Telephone Number

(208) 454-8239

5. Date you acquired the property

8/29/03

See
attach (month)

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) W/T Land & Cattle Inc.
(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 _____ Date _____ Fee 0 - pending in SRBA
 Received by N/A Date _____ Receipt No. _____
 Processed by KW AJ Date 8/17/06 WR _____ Date _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Steve Vaught (208)-854-1122	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Alpha Lending, LLC. PO Box 140177 Boise, ID 83714-0177	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME W/T Land and Cattle, Inc.			
OR 1b. INDIVIDUAL'S LAST NAME Cheney			
1c. MAILING ADDRESS PO Box 209		CITY Notus	
1d. TAX ID #: SSN OR EIN 518-78-7205		1e. TYPE OF ORGANIZATION Cattle Ranchers	
ADD'L INFO RE ORGANIZATION DEBTOR		1f. JURISDICTION OF ORGANIZATION Canyon County	
		1g. ORGANIZATIONAL ID #, if any 82-0458527	
		☐ NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME W/T Land and Cattle, Inc.			
OR 2b. INDIVIDUAL'S LAST NAME Cheney			
2c. MAILING ADDRESS PO Box 209		CITY Notus	
2d. TAX ID #: SSN OR EIN [REDACTED]		2e. TYPE OF ORGANIZATION Cattle Ranchers	
ADD'L INFO RE ORGANIZATION DEBTOR		2f. JURISDICTION OF ORGANIZATION Canyon County	
		2g. ORGANIZATIONAL ID #, if any 82-0458527	
		☐ NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Alpha Mortgage Fund, LLC.			
OR 3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS PO Box 140177		CITY Boise	
		STATE ID	
		POSTAL CODE 83714-0177	
		COUNTRY USA	

4. THIS FINANCING STATEMENT covers the following collateral:

Water Rights:
A63-08352
A63-222J
A63-02070B
A63-20678
A63-04688B

Priority Date:
10/10/1978
6/1/1883
12/16/1907
12/31/1968
12/14/1950

Source:
South Drain
Boise River

South Drain
Ground Water

Use:
Irrigation
Irrigation
Irrigation
Irrigation
Domestic

Approximately 640 acres of real property, including all appurtenant water rights. The real property is located in Canyon County, Idaho and is described as all of Section 9, T.4N., R.4W, B.M.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AQ. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

Loan Number: AMF#09-05-01

SECURITY AGREEMENT

THIS AGREEMENT made as of this 2nd day of September, W/T Land and Cattle, Inc., an Idaho Corporation whose address is 24010 Notus Rd.; Caldwell, ID 83607 "Debtor") and Alpha Mortgage Fund I, An Idaho Limited Liability Company, As Trustee On A Parity For All Variable Rate 30-Year (Series "I-A") Debenture Holders whose address is PO Box 140177; Boise, ID 83714-0177 ("Secured Party").

In and for the consideration of the mutual covenants and promises as hereinafter set forth, Debtor and Secured party hereby agree as follows:

1. Security Interest.

1.1. Debtor hereby grants to Secured Party a security interest in the collateral described in Section 2 hereof to secure the performance and payment of that promissory note executed by Debtor to Secured Party of even date herewith in the amount of **One Million Three Hundred Twenty Five Thousand Dollars And No Cents (\$1,325,000.00)** and all expenses incurred by Secured Party in the collection and enforcement of promissory note; future advances to Debtor at Secured Party's option; and all liabilities of Debtor to Secured Party now existing or hereinafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions thereof or substitutions therefor.

2. Collateral. The collateral of the Security Agreement ("Collateral") consists of the following described property: All of Section 9, Township 4 N., Range 4 W. of the Boise Meridian, Canyon County.

2.1. incorporated herein together with any and all additions, accessions or replacements thereto and any and all proceeds therefrom.

2.2. If, in the judgment of Secured Party, the collateral materially decreased in value or if Secured Party shall at any time deem itself unsecured, Debtor shall either provided additional security sufficient to satisfy Secured Party or reduce the total indebtedness by an amount sufficient to satisfy Secured Party.

2.3. Debtor shall not, without the prior written consent of Secured Party, which shall not be unreasonably withhold or delayed, sell, contract to sell, lease, encumber or otherwise dispose of collateral or any interest therein until this Security Agreement and all obligations secured hereby have been fully satisfied.

2.4. Debtor will keep the collateral in good order an repair and shall not waste or destroy collateral or any part thereof.

3. Taxes and Insurance.

3.1. Debtor shall insure the collateral with companies acceptable to Secured Party against such casualties and in such amount as Secured Party shall require. Such insurance shall be for the benefit of Debtor and Secured Party as their interest may appear. Secured Party is hereby authorized to collect any proceeds under any insurance policies and apply such sums to the obligations secured hereby.

3.2. Debtor shall promptly pay when due all taxes and assessments on the collateral or for its use and operation.

4. Representations and Warranties of Debtor.

4.1 Debtor here by represents and warrants that they are the sole owners of the collateral and that there are no liens or encumbrances of any kind thereon or any part thereof. Debtor further warrants that he has good right to grant a security interest in the collateral.

5. Default. Any of the following shall constitute a default hereunder.

5.1. Debtor's failure to promptly make any installment payment under the

RECEIVED

AUG 10 2006

DEPARTMENT OF
WATER RESOURCES

RECORDATION REQUESTED BY:
Alpha Mortgage Fund I, LLC
3355 N. Lakeharbor Ln., Suite 104
Boise, Idaho 83703

WHEN RECORDED MAIL TO:
Alpha Mortgage Fund I, LLC
3355 N. Lakeharbor Ln., Suite 104
Boise, Idaho 83703

QUEST
FEE 33-
PIONEER-CADWELL

ANYON COUNTY RECORDER
G. NOEL HALLS

SEP 2 PM 12:42

RECORDED

200555085

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

[THIS MORTGAGE SECURES A NOTE WHICH PROVIDES FOR A VARIABLE INTEREST RATE]

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY INTEREST AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY INTEREST AND FIXTURE FILING is dated September 2, 2005 by and between W/T Land & Cattle, Inc., An Idaho Corporation, whose address is 24010 Notus Rd., Caldwell, ID 83607 (referred to below as "Grantor") and ALPHA MORTGAGE FUND I, An Idaho Limited Liability Company, As Trustee For The Benefit On A Parity Of All Variable Rate 30-Year (Series "I-A") Debenture Holders, whose address is 3355 N. Lakeharbor Ln., Suite 104, Boise, Idaho 83703 (referred to below as "Lender").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably GRANT, CONVEY, MORTGAGE AND ASSIGN, to Lender, TO HAVE AND TO HOLD, all of Grantor's right, title and interest, now owned or hereafter acquired, including any revision or remainder interest, in and to the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to the real property, including without limitation, all minerals, oil, gas, geothermal and similar matters, located in Canyon County, State of Idaho (the "Real Property").

The Real Property or its address is commonly known as 21461 Howe Rd.; Caldwell, ID 83607.

Grantor presently assigns to Lender all of Grantor's right, title and interest (including any leasehold estate) in and to all present and future Leases of the Property and all Rents from the Property, subject to the right given to Lender to collect and apply such Rents. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE: (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE OTHER LOAN DOCUMENTS AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

1. **DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States.
 - 1.1 **Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation, W/T Land & Cattle, Inc., An Idaho Corporation.
 - 1.2 **Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation W/T Land & Cattle, Inc., An Idaho Corporation. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.
 - 1.3 **Guarantor.** The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the indebtedness.
 - 1.4 **Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.
 - 1.5 **Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor; or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage; or all amounts advanced by Lender to protect the Property; or amounts which may hereafter be loaned (solely in the discretion of Lender) to Grantor or its successors and assigns, by Lender, when evidenced by a promissory note or

MORTGAGE-1

notes reciting that it is secured by this Mortgage, together with interest on such amounts as provided in this Mortgage.

- 1.6 **Leases.** The word "Leases" means all leases or subleases on the Property or any portion thereof now existing or hereinafter entered into.
- 1.7 **Lender.** The word "Lender" means ALPHA MORTGAGE FUND I, An Idaho Limited Liability Company, As Trustee For The Benefit On A Parity Of All Variable Rate 30-Year (Series "1-A") Debenture Holders. Notwithstanding the foregoing, as used in this Mortgage, the term "Lender" shall mean the owner and holder of the Note, whether or not named as Lender herein.
- 1.8 **Loan Documents.** The words "Loan Documents" mean and include without limitation, the Note, all other promissory notes, all credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.
- 1.9 **Mortgage.** The word "Mortgage" means this Mortgage, Assignment of Rents and Leases, Security Interest and Fixture Filing by and between Grantor and Lender, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.
- 1.10 **Note.** The word "Note" means the Promissory Note dated September 2, 2005, in the original principal amount of \$1,325,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings and substitutions of the Note. The maturity date of the Note is September 2, 2010 (the "Maturity Date").
- 1.11 **Personal Property.** The words "Personal Property" mean all equipment, furniture, fixtures and other articles of personal property now or hereafter owned by Grantor and now or hereafter attached or affixed to the Real Property; together with all accessions, parts and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.
- 1.12 **Property.** The word "Property" means collectively the Real Property and the Personal Property.
- 1.13 **Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section of this Mortgage.
- 1.14 **Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits and other benefits derived from the Property.

2. GRANTOR'S REPRESENTATIONS AND WARRANTIES.

- 2.1 **Representations and Warranties.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).
- 2.2 **Survival.** To fully and faithfully satisfy and perform the obligations of Grantor contained in any loan agreement, application and/or commitment, and each agreement of Grantor incorporated by reference therein or herein, and any modification or amendment thereof, all representations, warranties and covenants of Grantor contained in any of the Loan Documents, or incorporated therein by reference, shall survive the close of escrow and funding of the loan evidenced by the Note and shall remain continuing representations, warranties and obligations of Grantor during any time when any portion of the indebtedness secured by this Mortgage remains outstanding.

3. GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any judicial foreclosure action.

4. PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Mortgage and the other Loan Documents.

5. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's use and possession of the Property shall be governed by the following provisions:

- 5.1 **Possession and Use.** Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, (c) collect any Rents from the Property.
- 5.2 **Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements and maintenance necessary to preserve its value.
- 5.3 **Hazardous Substances.** The terms "hazardous waste," "hazardous substances," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Idaho Hazardous

Waste Management Act of 1983; or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property, or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in strict compliance with all applicable Federal, state and local laws, regulations and ordinances, including without limitation those laws, regulations and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this Section of this Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this Section of this Mortgage, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Property. The provisions of this Section of this Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

- 5.4 **Nuisance; Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.
- 5.5 **Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.
- 5.6 **Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests, to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage and to perform any of the acts it is authorized to perform under the terms of any of the Loan Documents.
- 5.7 **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to do so and so long as, in Lender's sole opinion, Lender's interests in the property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.
- 5.8 **Payment of Utilities.** Grantor shall pay when due all utility charges which are incurred by Grantor for the benefit of the Property or which may become a charge or lien against the Property for any utilities or services whatsoever furnished to the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Property or any part thereof, whether or not such taxes, assessments or charges are liens or may become such thereon.
- 5.9 **Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this Section 5, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.
6. **DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or interest in the Real Property. If such sale or transfer is consented to by Lender, then lender shall be entitled to modify, at its discretion, the terms and conditions of the Note evidencing the obligation secured hereby, including an increase in the interest rate otherwise payable on the Note, by up to three percent (3%) per annum, to compensate for the increased risk. The provisions hereof shall apply to Grantor's successors and assigns. A "sale or transfer" means the conveyance of the Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of a real property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by Federal law or Idaho law.

7. TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

- 7.1 Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Except as may be specifically permitted by Lender in writing and attached as an amendment to this Mortgage, Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due and except as otherwise provided in this Mortgage.
- 7.2 Right to Contest.** Grantor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien, plus any costs and reasonable attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.
- 7.3 Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.
- 7.4 Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien or other lien could be asserted on account of the work, services or materials. Grantor will upon the request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

8. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

- 8.1 Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as an additional insured in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the Property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.
- 8.2 Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.
- 8.3 Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

9. TAX AND INSURANCE RESERVES. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by

payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in this Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

10. **EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be, required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the principal balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this Section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.
11. **WARRANTY; DEFENSE OF TITLE.** The following provisions relating to the ownership of the Property are a part of this Mortgage:
 - 11.1 **Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property described attached as Exhibit A or in any title insurance policy, title report or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power and authority to execute and deliver this Mortgage to Lender.
 - 11.2 **Defense of Title.** Subject to the exception in the Section above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered to Lender such instruments as Lender may request from time to time to permit such participation.
 - 11.3 **Compliance with Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.
12. **CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:
 - 12.1 **Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.
 - 12.2 **Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested from it from time to time to permit such participation.
13. **IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:
 - 13.1 **Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.
 - 13.2 **Taxes.** The following shall constitute taxes to which this Section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.
 - 13.3 **Subsequent Taxes.** If any tax to which this Section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent; or (b) contests the tax as provided above.

in the "Taxes and Liens" Section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

14. SECURITY AGREEMENT AND FIXTURE FILING; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

14.1 Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time. Portions of the collateral are goods which are or are to become fixtures relating to the Property, and Grantor covenants and agrees that the filing of this Mortgage in the real estate records of the county where the Property is located shall also operate for the time of filing as a fixture filing in accordance with Section 25-9-334 of the Idaho Uniform Commercial Code.

14.2 Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender, and make it available to Lender within three (3) days after written demand from Lender.

14.3 Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage as may be obtained (each as required by the Idaho Uniform Commercial Code), are as stated on the first page of this Mortgage.

15. FURTHER ASSURANCES; ATTORNEY-IN-FACT The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

15.1 Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and such other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the other Loan Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this Section.

15.2 Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding Section, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding Section.

16. FULL PERFORMANCE. If Borrower pays all of the indebtedness when due and otherwise performs all of the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to a request for full reconveyance and release of this Mortgage and shall execute and deliver to Grantor suitable statements of termination of any financing statements on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fees required by law shall be paid by Grantor, if permitted by applicable law.

17. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

17.1 Default on Indebtedness. Failure of Borrower to make any payment when due on the indebtedness.

17.2 Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

17.3 Compliance Default. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the other Loan Documents.

17.4 False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or any other Loan Document is false or misleading in any material respect, either now or at the time made or furnished.

17.5 Defective Collateralization. This Mortgage or any of the other Loan Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

17.6 Death or Insolvency. The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

- 17.7 **Foreclosure, Forfeiture, etc.** Commencement of any foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this Subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.
- 17.8 **Breach of Other Agreements.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.
- 17.9 **Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender and, in doing so, cure the Event of Default.
- 17.10 **Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.
- 17.11 **Insecurity.** Lender in good faith deems itself insecure.
- 17.12 **Right to Cure.** If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable.
18. **RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:
- 18.1 **Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor or Borrower to declare the entire indebtedness immediately due and payable, including any prepaying penalty which Borrower would be required to pay.
- 18.2 **Foreclosure.** With respect to all or any part of the Real Property, the Lender shall have the right to foreclose by judicial foreclosure, in accordance with and to the full extent provided by applicable law.
- 18.3 **UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
- 18.4 **Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this Subsection either in person, by agent, or through a receiver.
- 18.5 **Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.
- 18.6 **Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.
- 18.7 **Other Remedies.** Lender shall have any other right or remedy provided in this Mortgage or the Note or by law.
- 18.8 **Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.
- 18.9 **Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Mortgage, the Note, in any other Loan Document, or as provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor or

Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

- 18.10 Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by lender which in Lender's opinion are necessary at any time for the protection of its interest of the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this Section include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs in addition to all other sums provided by law.
- 19. NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage shall be in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.
- 20. MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:
- 20.1 Amendments.** This Mortgage, together with any other Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 20.2 Annual Reports.** If the Property is used for purposes other than the Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.
- 20.3 Applicable Law.** THIS MORTGAGE HAS BEEN DELIVERED TO LENDER AND ACCEPTED BY LENDER IN THE STATE OF IDAHO. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO.
- 20.4 Caption Headings.** Caption headings in this Mortgage are for convenience only and are not to be used to interpret or define the provisions of this Mortgage.
- 20.5 Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
- 20.6 Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.
- 20.7 Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
- 20.8 Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.
- 20.9 Time is of the Essence.** Time is of the essence in the performance of this Mortgage.
- 20.10 Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under any other Loan Document) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. By accepting payment of any sum secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of

such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

- 20.11 **Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Mortgage.
- 20.12 **Effect of Modification.** The interest rate, payment terms and/or balance due on the loan may be indexed, adjusted, renewed or renegotiated and the lien of this Mortgage herein granted shall not be affected.
- 20.13 **Invalidity of Certain Provisions.** If the lien of this Mortgage is invalid or unenforceable as to any part of the indebtedness, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payment made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the indebtedness which is not secured or fully secured by the lien of this Mortgage.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

W/T Land & Cattle, Inc., An Idaho Corporation

Todd L. Cheney
Todd L. Cheney, President

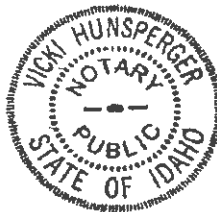
Wayne Cheney
Wayne Cheney, Secretary & Treasurer

CORPORATE/ENTITY ACKNOWLEDGEMENT

STATE OF IDAHO

COUNTY OF Canyon } ss

On 9/2/05 before me, Vicki Hunsperger, a Notary Public in and for the State of Idaho, personally appeared Todd L. Cheney & Wayne Cheney, known or identified to me (or proved to me on the oath of President & Secretary of the corporation/limited liability company/partnership that executed the above instrument or the person who executed the instrument on behalf of said corporation/limited liability company/partnership and acknowledged to me that such corporation/limited liability company/partnership executed the same.



Vicki Hunsperger
NOTARY PUBLIC FOR THE STATE OF IDAHO

Residing at: Caldwell, ID

My commission expires: 12/2/2010

CORPORATE/ENTITY ACKNOWLEDGEMENT

STATE OF IDAHO _____)
COUNTY OF _____) ss

On _____ before me, _____, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____), to be the _____ of the corporation/limited liability company/partnership that executed the above instrument or the person who executed the instrument on behalf of said corporation/limited liability company/partnership and acknowledged to me that such corporation/limited liability company/partnership executed the same.

NOTARY PUBLIC FOR THE STATE OF IDAHO

Residing at: _____

My commission expires: _____

ACCEPTANCE

The undersigned, Lender, hereby accepts and approves the above Mortgage.

ALPHA MORTGAGE FUND I, An Idaho Limited Liability Company, As Trustee For The Benefit On A Parity Of All Variable Rate 30-Year (Series "I-A") Debenture Holders

By: Alpha Lending, LLC, Its Manager

By: 
Name: Timbre Wolfe
Title: President

530

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: A63-00222J
Date Received: 4/18/90
Receipt No: CO16376
Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J. R. SIMPLOT COMPANY
Address: P.O. BOX 27
BOISE, ID 83707
2. Date of Priority: JUN 01, 1883
3. Source: BOISE RIVER Trib. to: SNAKE RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	03W	20	SE	SW			CANYON

5. Description of diverting works:
RIVERSIDE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	8.000		

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

8. Total consumptive use is 2240.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	04W	9	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	04W	9	SE	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0

Section Acres 480.0

Total Acres 480.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
A63-02070B, POOR BOY DITCH COMPANY

14. Remarks:
WATER IS DIVERTED FROM RIVERSIDE CANAL IN SESW SEC 14, WATER IS THEN CARRIED THROUGH DITCH OWNED AND MAINTAINED BY SIMPLOT TO PLACE OF USE.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

FARMERS CO-OP DITCH CO.
Decree Plaintiff

vs

RIVERSIDE IRR. DIST.
Decree 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: One Map

For Organizations:

I do solemnly swear or affirm that I am Secretary of _____
Title

J. R. Simplot Company, that I have signed the foregoing
Organization
document in the space below as Secretary of _____
Title

J. R. Simplot Company and that the statements contained in the
Organization
foregoing document are true and correct.

Richard J. Shaw
Signature of Authorized Agent

Secretary, J. R. Simplot Company
Title and Organization

04-17-90

Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 17th day
of April 19 90

Vicki A. Lower
Notary Public

Seal

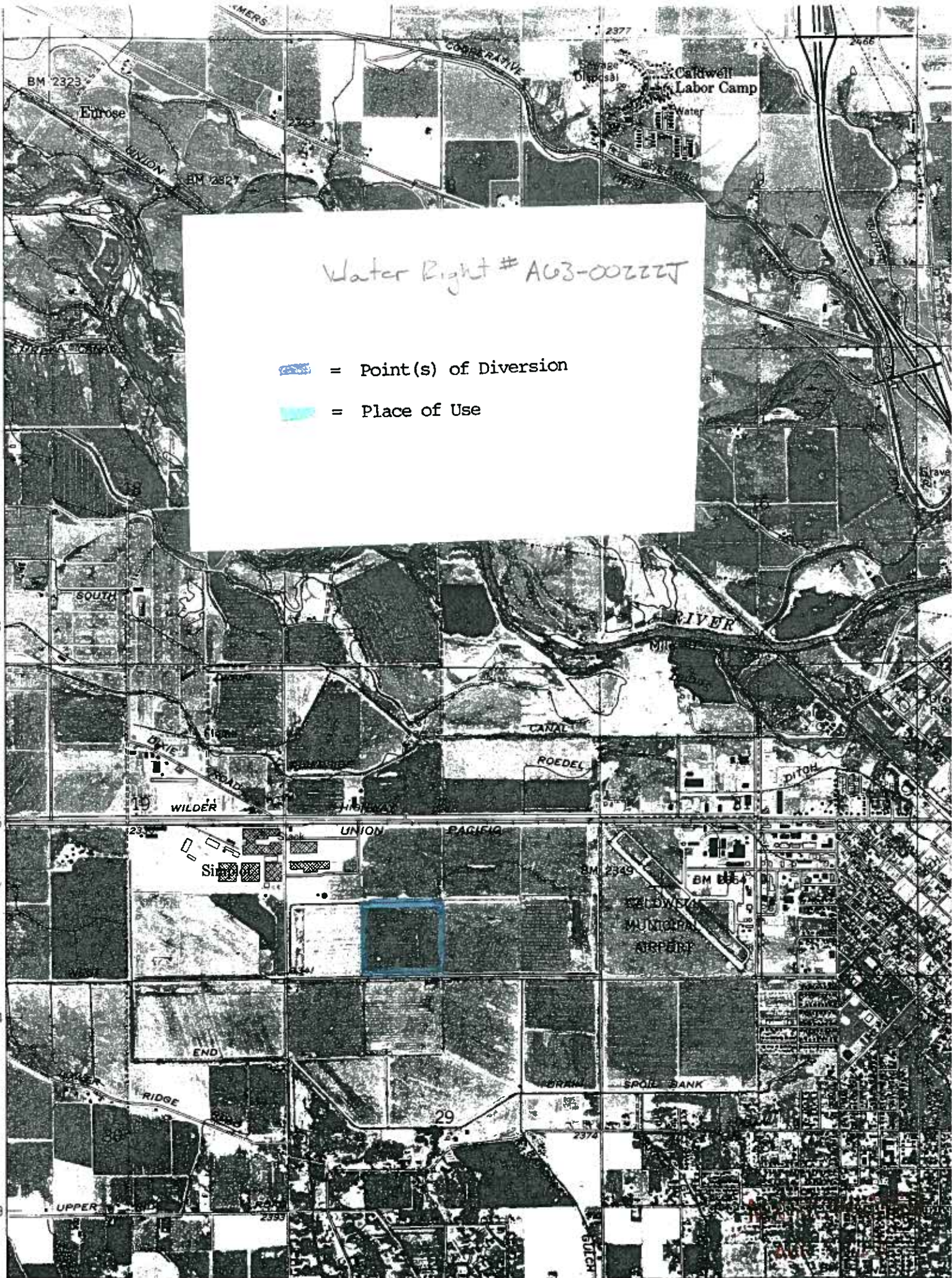
Residing at Meridian

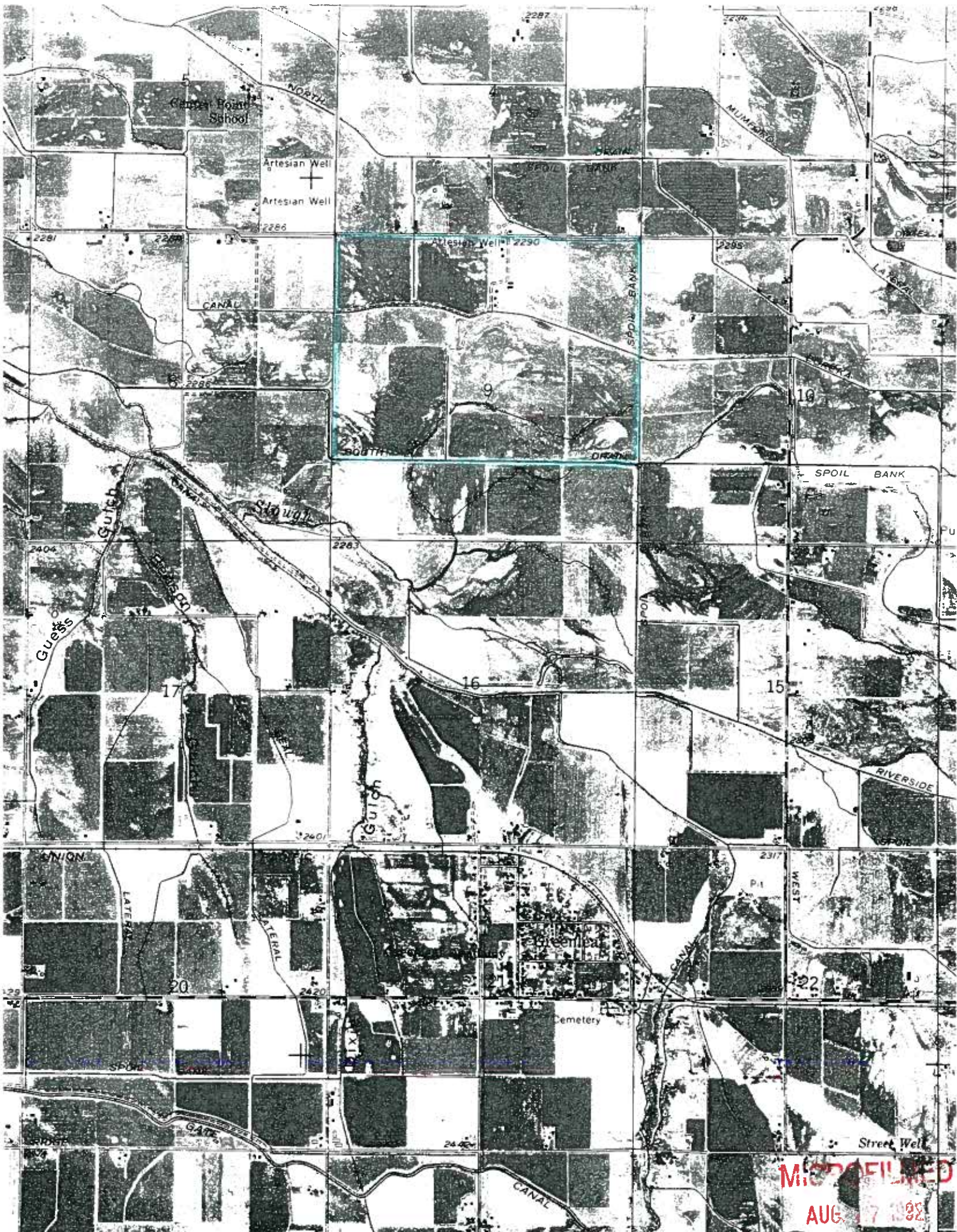
My Commission Expires 11-06-91

Water Right # A03-002227

 = Point(s) of Diversion

 = Place of Use





MICROFILMED
AUG 17 1982

WA

09/29/2006

NOTICE OF ERROR
REPLY

RECEIVED
NOV 13 2006

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: October 31, 2006

RECEIVED

NOV 18 2006

WATER RESOURCES
WESTERN REGION

Water right number: 63-222J
W/T LAND AND CATTLE INC
PO BOX 209
NOTUS ID 83656
Telephone Number: (208) 454-8239

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

Point of Diversion

Place of use

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

Point of Diversion T04N R03W Section 20

Place of use T04N R04W S09 NWNE 40.00 ACRES

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

Wrong Fee Civil Case # 39576

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

DATE: 10/31/06 SIGNATURE: Todd Cheney President

Please print your name: Todd Cheney

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

used pld for Riverside, leave @ 14 ac per 87 aerial - tw 11/4/06
since they deliver water under this right - no change to NWNE

09/29/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-222J

NAME AND ADDRESS: W/T LAND AND CATTLE INC
PO BOX 209
NOTUS ID 83656

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 8.000 CFS

This right when combined with all other rights shall not exceed 0.02 cfs per acre.

Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the

earliest

rights containing this condition in the order of their priority dates, and

after all

of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the

river

decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 06/01/1883

POINT OF DIVERSION: T04N R03W S10 SESW Lot 5 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	8.000 CFS
Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9) is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.		

PLACE OF USE: IRRIGATION Within CANYON County

T04N R04W S09	NENE	40.00	T04N R04W S09	NWNE	14.00
T04N R04W S09	SWNE	40.00	T04N R04W S09	SENE	40.00

T04N R04W S09	NENW	40.00	T04N R04W S09	NWNW	40.00
T04N R04W S09	SWNW	40.00	T04N R04W S09	SENW	40.00
T04N R04W S09	NESW	40.00	T04N R04W S09	NWSW	40.00
T04N R04W S09	NESE	40.00	T04N R04W S09	NWSE	40.00

454 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is designated as No. 88 in the Stewart Decree and the Boise Water Distribution Report.

Water is diverted from the Riverside Canal in SESW, S14, T4N, R4W and then carried through ditch owned and maintained by claimant to place of use.

08/18/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-222J

NAME AND ADDRESS: W/T LAND AND CATTLE INC
PO BOX 209
NOTUS ID 83656

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 8.000 CFS

This right when combined with all other rights shall not exceed 0.02 cfs per acre.

Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 06/01/1883

POINT OF DIVERSION:

T04N R03W S10 SESW Lot 5 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	8.000 CFS
Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9) is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.		

PLACE OF USE: IRRIGATION Within CANYON County

T04N R04W S09	NENE	40.00	T04N R04W S09	NWNE	14.00
T04N R04W S09	SWNE	40.00	T04N R04W S09	SENE	40.00
T04N R04W S09	NENW	40.00	T04N R04W S09	NWNW	40.00
T04N R04W S09	SWNW	40.00	T04N R04W S09	SENW	40.00
T04N R04W S09	NESW	40.00	T04N R04W S09	NWSW	40.00
T04N R04W S09	NESE	40.00	T04N R04W S09	NWSE	40.00

454 ACRES TOTAL

08/18/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is designated as No. 88 in the Stewart Decree and the Boise Water Distribution Report.

Water is diverted from the Riverside Canal in SESW, S14, T4N, R4W and then carried through ditch owned and maintained by claimant to place of use.



Idaho Department of Water Resources

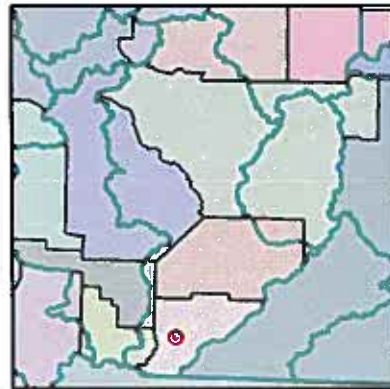
SRBA Recommendation:

63-222J

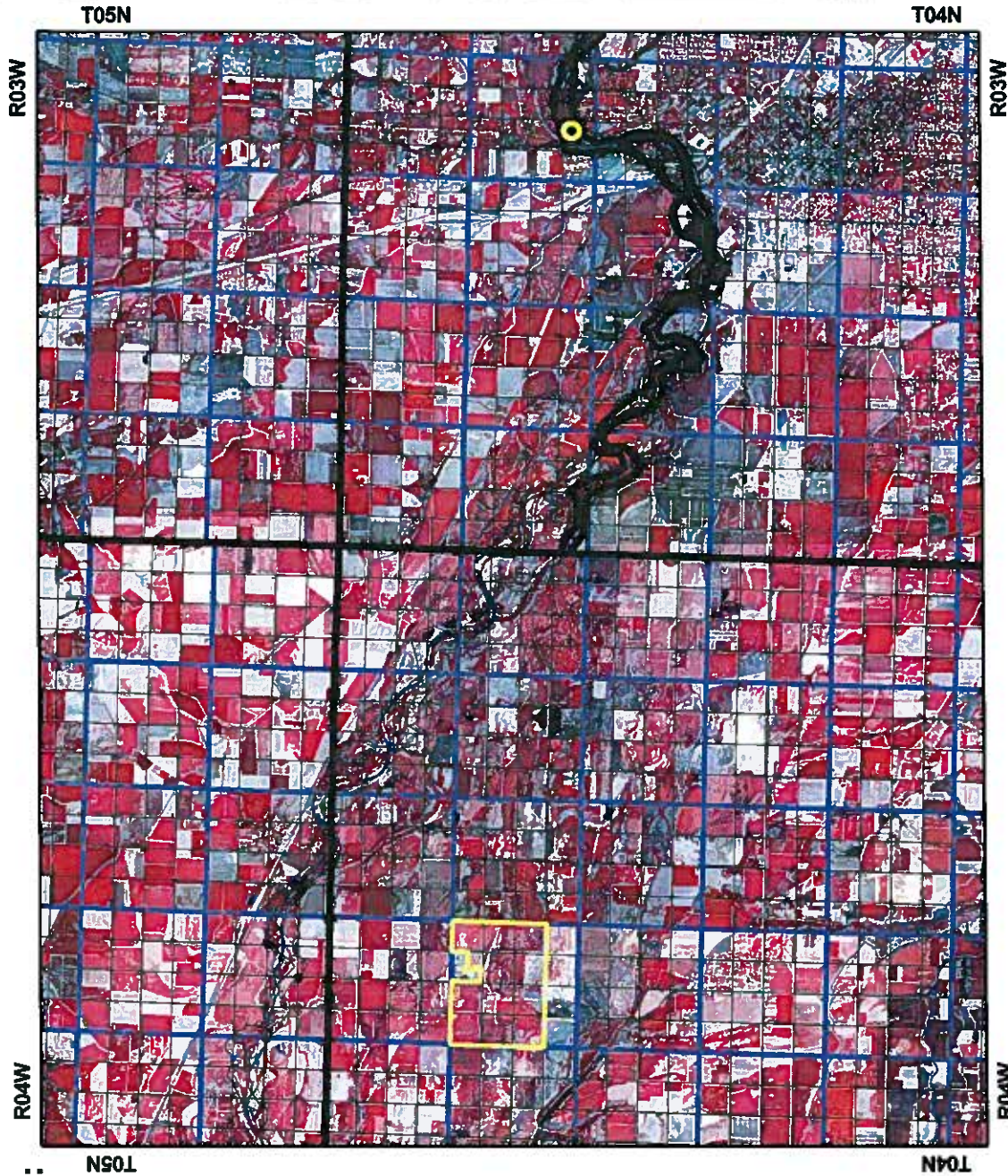
Acres = 454

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Canyon County
IDWR Basin 63



Prepared by K. Walker
On Tuesday, August 22, 2006
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-222J

WATER RIGHT NUMBER: 63-222J

WR # 63-222H
(before SRBA)Owner TypeName and Address

Original Owner

W.A. BLACK

Original Owner

BOISE, ID 83705
 JR SIMPLOT CO
 C/O RON GRAVES
 999 MAIN ST STE 1300
 PO BOX 27
 BOISE, ID 83707
 (208) 336-2110

Current Owner

W/T LAND AND CATTLE INC
 PO BOX 209
 NOTUS, ID 83656
 (208) 454-8239

Priority Date: 06/01/1883

Basis: Decreed

Status: Active

Source

BOISE RIVER

Tributary

SNAKE RIVER

Beneficial Use

IRRIGATION

From To
3/15 to 11/15Diversion Rate

9.000 CFS

Total Diversion: 9.000 CFS

Annual VolumeLocation of Point(s) of Diversion

BOISE RIVER

CANYON County

SE1/4SW1/4

Sec. 20, Twp 04N, Rge 03W, B.M.

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N 04W 9	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0

Total Acres: 480

Conditions of Approval:

1. WATER IS DIVERTED FROM RIVERSIDE CANAL IN SESW SEC 14, WATER IS THEN CARRIED THROUGH DITCH OWNED AND MAINTAINED BY SIMPLOT TO PLACE OF USE.

Remarks:

in office
 verification
 by KW
 8/18/06

use standard w/
 on decree transfers

S49

all that is
 left after
 other claims
 has been made

GL5
 →
 P/D for
 Riverside
 Irrig.

below
 Star
 #183
 S49

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-222J

Comments:

Dates and Other Information:

Claim Received Date: 4/18/1990
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

Farmers Co-op vs Riverside

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-222H

WATER RIGHT NUMBER: 63-222H

Owner Type Name and Address
 Current Owner W A BLACK
 BOISE, ID 83705

Priority Date: 06/01/1883

Basis: Decreed

Status: Active

Source Tributary
 BOISE RIVER SNAKE RIVER

Beneficial Use From To Diversion Rate Annual Volume
 IRRIGATION / to / 8.000 CFS
 Total Diversion: 8.000 CFS

Location of Point(s) of Diversion

BOISE RIVER

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	04W	8	X	X	X	X									X	X	X	X	
04N	04W	9	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

Conditions of Approval:

1. WATER CARRIED IN RIVERSIDE CANAL.

Remarks:Comments:Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-222H

Licensed Date:
Decreed Date: 1/18/1906
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 63
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant: Riverside Irrigation District, Ltd, et al
Decree Plaintiff: Farmers Cooperative Ditch Co
Civil Case Number:
Judicial District: Seventh District
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-222

WATER RIGHT NUMBER: 63-222

Owner TypeName and Address

Priority Date:

Basis:

Status: See Remarks

SourceTributaryBeneficial UseFrom ToDiversion RateAnnual VolumeTotal Diversion:Location of Point(s) of DiversionPlace of UseConditions of Approval:

1. SPLIT INTO 63-0222A & 63-0222E BY TRANS. 608.

Remarks:Comments:Dates and Other Information:

Licensed Date:
Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Claims

$$\begin{array}{r}
 222 = 12.0 \text{ cfs} \\
 - 1.0 \text{ (K \& M)} \\
 \hline
 11.0 \\
 - 0.7 \text{ (L \& N)} \\
 \hline
 10.0 \\
 \rightarrow 0.6 \text{ (C)} \\
 \hline
 9.4 \\
 \rightarrow 1.7 \text{ (D)} \\
 \hline
 8.0 > 8.0 \text{ left}
 \end{array}$$

4.0 cfs recommend
as of 8/18

8.0 ~~left~~ left for
this right
8/18

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-222L

WATER RIGHT NUMBER: 63-222L

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SIMPLOT LIVESTOCK CO PO BOX 27 BOISE, ID 83707
Attorney	J R SIMPLOT CO ENV AND REGULATORY AFFAIRS ATTN: GRAY YOUNG OR TERRY UHLING PO BOX 27 BOISE, ID 83707-0027 (208)389-7318
Original Owner	W A BLACK BOISE, ID 83705
Original Owner	S E SMITH , ID

Priority Date: 06/01/1883

Basis: Decreed

Status: Active

Source

BOISE RIVER

Tributary

SNAKE RIVER

Beneficial Use

INDUSTRIAL

From To

1/01 to 12/31

Diversion Rate

0.700 CFS

Annual VolumeTotal Diversion:

0.700 CFS

Location of Point(s) of Diversion

BOISE RIVER

SE1/4SW1/4

Sec. 20, Twp 04N, Rge 03W, B.M.

CANYON County

Place of Use

INDUSTRIAL

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	03W	18											X						
													L 8						

Conditions of Approval:

*dup filing
w/ 222L*

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-222L

1. THIS WATER CARRIED THROUGH THE PIONEER DIXIE DITCH.
TRANS. 644. INITIAL POINT OF DIVERSION IS RIVERSIDE CANAL.
PUMP ON TRACTOR PTO.
FEEDLOT PENS BUILT IN 1968.
THIS RIGHT IS A DUPLICATE FILING ON WATER RIGHT NO. 63-00222B.
A DUPLICATE CLAIM WAS FILED BY PIONEER DIXIE DITCH CO AND IS CLAIMED UNDER CLAIM
NO. A63-00222N.

Remarks:Comments:Dates and Other Information:

Claim Received Date: 4/26/1990
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
Water District Number: 63
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-222K

WATER RIGHT NUMBER: 63-222K

<u>Owner Type</u>	<u>Name and Address</u>
Attorney	J R SIMPLOT CO ENV AND REGULATORY AFFAIRS ATTN: GRAY YOUNG OR TERRY UHLING PO BOX 27 BOISE, ID 83707-0027 (208)389-7318
Original Owner	W F TRACY
Original Owner	CALDWELL, ID 83605 W A BLACK
Current Owner	BOISE, ID 83705 SIMPLOT LIVESTOCK CO PO BOX 27 BOISE, ID 83707

Priority Date: 06/01/1883

Basis: Decreed

Status: Active

Source

BOISE RIVER

Tributary

SNAKE RIVER

Beneficial Use

IRRIGATION

From To

3/15 to 11/15

Diversion Rate

1.000 CFS

Annual VolumeTotal Diversion:

1.000 CFS

Location of Point(s) of Diversion

BOISE RIVER	SE1/4SW1/4	Sec. 10, Twp 04N, Rge 03W, B.M.
CANYON County		
BOISE RIVER	NE1/4NE1/4	Sec. 21, Twp 04N, Rge 03W, B.M.
CANYON County	(Injection)	
BOISE RIVER	NW1/4NE1/4	Sec. 21, Twp 04N, Rge 03W, B.M.
CANYON County	(Rediversion)	

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
04N	04W	13															40.0	40.0	80.0	

Total Acres: 80

*dup filing
w/ 222M*

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-222K

Conditions of Approval:

1. THIS WATER CARRIED IN THE PIONEER DIXIE DITCH.
TRANS. 608.
THIS RIGHT IS DUPLICATE FILING FOR WATER RIGHT NO. 63-00222A.
A DUPLICATE CLAIM WAS FILED BY PIONEER DIXIE DITCH CO AND IS CLAIMED UNDER
A63-00222M.

Remarks:

Comments:

Dates and Other Information:

Claim Received Date: 5/7/1990
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number: 63
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CANYON.

Farmers' Cooperative Ditch Company (a corporation)

Plaintiff,

vs.

DECEREE

Riverside Irrigating District, Limited, (a corporation), The Ste-
benberg Cooperative Ditch Company, Limited (a corporation), Frank
Gilbert, T. W. Boone, Prior Burnett, Thomas Andrews, H. Ray Bendinot,
I. H. Tucker, C. F. J. Peterson, William McKnett, Fred J. Kiesel,
Heli McGarren, Michael Gilbride, Lower Boise Ditch Company, (a corpora-
tion), R. H. Stockton, H. F. Vanderpool, D. D. Campbell, William
Foss, Smith Stockton, John Atkins, Ben Ross, John Foss, D. K. McCon-
nel, John Lemm, John Hannon, Bird Bowman, (substituted for H. B.
Bowman Jr.), D. Mumford, T. T. Johnson, H. Carlyle, Charles Allen,
J. Bowman, Robert McGuire, Frederick Ode, Fureka Ditch Company, (a
corporation), J. Roland, Thomas J. Palmer and Noah W. Palmer (substi-
tuted for Lillian Potter, Administratrix of the Estate of L. D. Potter,
deceased, Susan E. Potter, Thad. S. Potter, Elsiea Potter, Lillian
Potter, Ida Potter, James Parker), C. W. Cooper, Pioneer Dixie Ditch
Company (a corporation), William C. Young, Lizzie Young, Fabela C.
Young, W. H. Kirkpatrick, S. H. Mitchell, L. F. Cook, Triphenia Jobe,
administratrix of the estate of J. H. Jobe, deceased, Triphenia Jobe,
Charlotte Coonrod, _____ Coonrod, her husband, Minta Lund and Frank
Lund, her husband, William Jobe and Alice Jobe, Edith Jobe and Cor-
rina Jobe, minors, A. Holcomb, George Milner, George Hess, John Thom-
as, H. H. Whitney, Emma S. Lee, Edwin Curtis, Fureka Water Company,
(a corporation), William Simpson, William Lewis, Huxton Frost, Elijah
Frost, George Goetsch, R. W. Brennan, William Frost, Adam Schindler,
Pioneer Irrigation District, (a corporation), Franklin Ditch Company,
(a corporation), Canyon County Water Company, (an association)
Francis A. Phelps and Frances Phelps husband and wife, John D. Rut-
ledge, James Hartley, Joseph Wilson, Daniel Nasteren, Perry Stoffle,
H. McGill, E. C. Foote, J. E. Smith, John Lemm, W. F. Fowler, Thomas

JUN 21 1996

CPB

SCANNED

MAY 25 2005

LXXII.

That the defendant JAMES L. GRAHAM be, and he is hereby awarded the use of the waters of Boise River, diverted from a point on said river on lot 6, Sec. 22, T. 4 N. R. 1 E. B.M., for use upon the S. 1/2 of NW 1/4 and lot 5 of Sec. 20, T. 4 N. R. 1 E. B.M., in the following amount and from the following date;

~~63 0220~~
110 inches, from June 1, 1882; and hereby designated as Right No. 85. And be adjudged to pay \$7.70 costs in addition to the costs incurred by him.

LXXIII.

That the defendant FRANCIS M. JOPLIN be, and she is hereby awarded the use of the waters of Boise River, diverted from a point on said river in SE 1/4 of NE 1/4 of Sec. 5, T. 3 N. R. 2 E. B.M., through what is known as the Thurman Mill Slough, for use upon the SE 1/4 of SW 1/4 of Sec. 22, T. 4 N. R. 1 E. B.M., in the following amount from the following date;

~~63 0221~~
45 inches, from June 1, 1883; and hereby designated as Right No. 87. And be adjudged to pay \$3.15 costs in addition to the costs incurred by her.

LXXIV.

That the defendant W. A. BLACK be, and he is hereby awarded the use of the waters of Boise River, diverted from said river through the canal now owned by the Riverside Irrigation District, Limited, Canyon County, Idaho, for use upon the E. 1/2 of Sec. 8 and all of Sec. 9, T. 4 N. R. 4 W. B.M., in the following amount and from the following date; and hereby designated as Right No. 88.

~~63 0222~~
600 inches, from June 1, 1883; and hereby designated as Right No. 88. And be adjudged to pay \$42.00 costs in addition to the costs incurred by him.

LXXV.

That the defendant the FURUKA DITCH COMPANY NO. 2 be, and it is hereby awarded the use of the waters of Boise River, diverted at a point on the south bank of said river near the SE corner of Sec. 12, T. 4 N. R. 4 W. B.M., for use upon the lands lying under its canal system, in the following amount and from the following date;

~~63 0223~~
1085 inches, from Nov. 9, 1883; and hereby designated as Right No. 89.

And be adjudged to pay \$75.95 costs in addition to the costs incurred by it.

~~7- P.D. 85 287-~~
P.D. 131
P.D. 171
P.D. 224
P.D. 245
P.D. 289

JUN 2 1 1996

SCANNED

MAY 25 2008



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

August 18, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

W/T LAND AND CATTLE INC
PO BOX 209
NOTUS ID 83656

RE: Notice of Claims to Water Right Nos. 63-4688B, 63-2070B, 63-222J and
63-8352

Dear Claimants:

We have processed the change in ownership for the above referenced Notices of Claims. Enclosed are copies of the Claims for your files.

If your mailing address changes in any form, please contact us in writing so we can update our records to assure you receive important notices concerning your water rights. If you have any questions concerning this matter, please do not hesitate to contact me at (208) 287-4953.

Sincerely,


KAY WALKER
Sr. Water Resource Agent

KW:k
Enclosures

Facsimile Cover Sheet

To: Key Walker
Company: Water Resources Board
Phone:
Fax: 287-6700

From: Todd Cheney
Company: Cheney Transportation, Inc. } W/T Land & Cattle Inc.
Phone: (208) 454-5150
Fax: (208) 454-5154

Date: 8/12/06
**Pages including this
cover page:**

3

Comments:



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

July 26, 2006 ← *resent kw*
~~March 23, 2006~~

JAMES E. RISCH
Governor

KARL J. DREHER
Director

W / T LAND & CATTLE INC
ATTN: TODD CHENEY
PO BOX 209
NOTUS ID 83656

RE: Notice of Claims to Water Rights Nos. 63-4688B, 63-2070B, 63-222J and
63-8352

Gentlemen:

We are currently preparing the above referenced Notices of Claims for a Director's Report in the Snake River Basin Adjudication (SRBA). These claims were submitted by J. R. Simplot Company for use of water in Section 9, Twp. 4N, Rge. 4W, Canyon County. In a phone conversation with Vic Conrad, of Simplot, and in review of Canyon County tax lot information for this area, we found that you may be the current owner of the lands under these claims. I am enclosing claim reports of these records for your convenience. If you are the owner of this property, please complete the enclosed Change in Ownership form, as appropriate, to correct our records. Please submit a copy of a deed indicating your ownership as described in the instructions attached to the form. We are attempting to get the recommendations for Canyon County done by this summer and your assistance in the matter would be greatly appreciated.

Also enclosed is a layout of the NE1/4, Sec. 9, Twp. 4N, Rge. 4W that we need you to locate the domestic well and place of use location of the home that is claimed under 63-4688B. Please draw these features on the map and return it with the change in ownership form.

If no response is received from you within the next 3 weeks, all further legal notices concerning these claims will be sent to the Simplot Company as claimants of record. Should you have any questions, or feel that you need assistance, please contact me at (208) 287-4953.

Sincerely,

KAY WALKER
Sr. Water Resource Agent

KW:k
Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

March 23, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

W / T LAND & CATTLE INC
PO BOX 209
NOTUS ID 83656

RE: Notice of Claims to Water Rights Nos. 63-4688B, 63-2070B, 63-222J and
63-8352

Gentlemen:

We are currently preparing the above referenced Notices of Claims for a Director's Report in the Snake River Basin Adjudication (SRBA). These claims were submitted by J. R. Simplot Company for use of water in Section 9, Twp. 4N, Rge. 4W, Canyon County. In a phone conversation with Vic Conrad, of Simplot, and in review of Canyon County tax lot information for this area, we found that you may be the current owner of the lands under these claims. I am enclosing claim reports of these records for your convenience. If you are the owner of this property, please complete the enclosed Change in Ownership form, as appropriate, to correct our records. Please submit a copy of a deed indicating your ownership as described in the instructions attached to the form. We are attempting to get the recommendations for Canyon County done by this summer and your assistance in the matter would be greatly appreciated.

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If no response is received from you within the next 3 weeks, all further legal notices concerning these claims will be sent to the Simplot Company as claimants of record. Should you have any questions, or feel that you need assistance, please contact me at (208) 287-4953.

Sincerely,

KAY WALKER
Sr. Water Resource Agent

KW:k
Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

W.O.

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 20, 1994

RECEIVED

MAY 20 1994

WATER RESOURCES
WESTERN REGION

HOLLY PEPE
LEGAL DEPARTMENT
J R SIMPLOT COMPANY
PO BOX 27
BOISE ID 83707-0027

RE: Snake River Basin Adjudication (SRBA)
Co-counsel for J. R. Simplot Company

Dear Ms. Pepe:

Our records were modified May 19, 1994, to reflect Terry Uhling and Gray Young as co-counsel for J. R. Simplot Company. Bruce Belzer was removed from the water right claim records on which he appeared as counsel.

Thank you for your assistance. If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read 'S. Sherman'.

Sally Sherman
Secretary, Adjudication Bureau
Department of Water Resources

SS:regions

MICROFILMED

JUL 25 1994

CORPORATE HEADQUARTERS

RECEIVED

MAY 20 1994

WATER RESOURCES
WESTERN REGION

April 12, 1994

RECEIVED

APR 14 1994

Department of Water Resources

Donald V. Shaff
Manager, Adjudication Section
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720-9000

*Records modified 05-19-94
by Don Shaff. Sel. file
copy attached.
-Jal*

RE: Snake River Basin Adjudication
Case No. 39576 and Subcase Nos. 36-13320 & 57-02203A

Dear Mr. Shaff:

In response to your letter of March 24, 1994, please modify your records to reflect that Terry T. Uhling and Gray Young are co-counsel of record in the above referenced matter. Mr. Uhling and Mr. Young are in-house counsel for J. R. Simplot Company, and, therefore, would be apprised of all matters relating to the claims of Simplot and its related company subsidiaries and affiliates as a matter of course. The attached Exhibit A does represent all water rights we are aware of at this time to which the Notice applies.

For your information, I have also enclosed a copy of a letter and attached Notice of Withdrawal from Diana Delaney, Chief Deputy Clerk of the Snake River Basin Adjudication Clerk's Office, which indicates that Bruce Belzer never was recorded as being counsel for J. R. Simplot Company.

If you have any questions, feel free to call me at 389-7201.

Sincerely,

Holly Pepe

Holly Pepe
Legal Department

/hp
Enclosures
5517v

MICROFILMED

JUL 25 1994

DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
STATE OF IDAHO



RECEIVED
APR 14 1994
Department of Water Resources

DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
(208) 736-3011
FAX (208) 736-2121

SRBA CHAMBERS
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

April 6, 1994

Gray Young
Terry Uhling
J. R. Simplot Company
P.O. Box 27
Boise, ID 83707

Records modified 05-19-94
by Don Shaff. Sel. file
copy attached. - Sel

RE: Appearance of J. R. Simplot in Subcase Nos. 36-13320 and 57-02203A

Dear Mr. Young and Mr. Uhling:

Enclosed I am returning your *Notice of Withdrawal of Counsel* which was received by the court on April 5, 1994, and which stated that Bruce L. Belzer was withdrawing as counsel for J. R. Simplot Company in the above-referenced subcases.

After a search of the files for the above subcase, I am unable to locate any appearance by Bruce L. Belzer. However, on January 28, 1994, a *Notice and Entry of Appearance* was filed on behalf of J. R. Simplot in these subcases. That notice listed Gray Young and Terry Uhling as counsel for J. R. Simplot.

Sincerely,

Diana R. Delaney
Chief Deputy Clerk

DRD

Enclosure

cc: Chief, Natural Resources Division
U.S. Department of Justice

MICROFILMED

JUL 25 1994

1 GRAY YOUNG, Assistant General Counsel
2 TERRY T. UHLING, Assistant General Counsel
3 Environmental & Regulatory Affairs
4 J. R. SIMPLOT COMPANY
5 P.O. Box 27
6 999 Main Street, Suite 1300
Boise, Idaho 83707
Telephone: (208) 389-7318
Fax: (208) 389-7515

7 Attorneys for J. R. Simplot Company

1994 APR - 5 AM 12:52
DISTRICT COURT - SRB
TWIN FALLS CO., IDAHO
FILED

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

12 In Re the General Adjudication)
13 of Rights to the Use of Water)
14 from the Snake River Basin)
Water System.)

Civil Case No. 39576

15 _____)
16 The State of Idaho, ex rel.)
17 R. Keith Higginson in his)
18 official capacity as director)
of the Idaho Department of)
Water Resources,)

19 Petitioner,)

20 v.)

NOTICE OF WITHDRAWAL
OF COUNSEL

21 _____)
22 The United States; the State of)
23 Idaho; and all claimants to the)
use of water from the Snake)
River Basin Water System,)

24 Defendants.)
25 _____)

26
27 MICROFILMED

28 JUL 25 1994

1 **PLEASE TAKE NOTICE** that Bruce L. Belzer hereby withdraws as
2 counsel of record for J. R. Simplot Company in the above entitled matter
3 and the following listed subcases:
4

5 36-13320
6 57-02203A

7 DATED this 4~~th~~ day of April, 1994.

8 
9 _____
10 Bruce L. Belzer
11 Assistant General Counsel for
12 J. R. Simplot Company
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CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of April, 1994, I caused to be served a true and correct copy of the foregoing by United States mail, postage prepaid, addressed to the following:

James Annest
Law Office of James Annest
1742 Overland Avenue
Burley, Idaho 83318

Richard F. Smith
P.O. Box 70
Rexburg, Idaho 83440

Josephine P. Beeman
MOFFATT, THOMAS, BARRETT,
ROCK & FIELDS
First Security Bank Building
911 West Idaho
P.O. Box 829
Boise, Idaho 83701

Brad A. Flinders
STUNZ, FONDA, NICHOLS, KIYUNA,
OKAI, HORTON & FLINDERS
P.O. Box 1565
Nyssa, Oregon 97913

Cliff S. Bentz
YTURRI, ROSE, BURNHAM,
BENTZ & HELFRICH
P.O. Box 450
Fruitland, Idaho 83619

Kent W. Foster
HOLDEN, KIDWELL, HAHN & CRAPO
330 Shoup Avenue
P.O. Box 50130
Idaho Falls, Idaho 83405

Randall C. Budge
RACINE, OLSON, NYE,
COOPER & BUDGE, CHARTERED
201 East Center, Suite 2A
P.O. Box 1391
Pocatello, Idaho 83204-1391

Randall C. Fredricks
COSHO, HUMPHREY, GREENER &
WELSH, P.A.
Carnegie Building
815 West Washington Street
Boise, Idaho 83702

Rebecca Craven
Deputy Counsel
Robert T. Anderson
Staff Attorney
Nez Perce Tribal Executive
Committee
Office of Legal Counsel
P.O. Box 305
Lapwai, Idaho 83540-0305

Raymond D. Givens
Jeffrey C. Fereday
Michael C. Creamer
Christopher H. Meyer
Roy L. Eiguren
GIVENS, PURSLEY, & HUNTLEY
277 North Sixth Street, Suite 200
P.O. Box 2720
Boise, Idaho 83701

MICROFILMED

JUL 25 1994

1 Richard A. Cummings
2 MEULEMAN, MILLER, STROTHER &
3 CUMMINGS
4 960 Broadway, Suite 400
P.O. Box 955
Boise, Idaho 83701

Blair J. Grover
Grover Law office, Chartered
102 North Clark
P.O. Box 36
Rigby, Idaho 83442-0036

5 John D. Hansen
6 HANSEN, BEARD, ST. CLAIR,
7 PETERSON & SULLIVAN,
8 CHARTERED
9 683 North Capital Avenue
P.O. Box 51718
Idaho Falls, Idaho 83402-1718

Roger D. Ling
LING, NIELSEN & ROBINSON
615 H Street
P.O. Box 396
Rupert, Idaho 83350

10 HEPWORTH, NUNGESTER &
11 LEZAMIZ, CHARTERED
12 133 Shoshone Street North
P.O. Box 389
Twin Falls, Idaho 83303-0389

J. Dee May
MAY & MAY LAW OFFICES
516 Second Street East
P.O. Box 1846
Twin Falls, Idaho 83303

13 Cecil D. Hobdey
14 HOBDEY & HOBDEY
15 Attorneys at Law
16 125 Fifth Avenue West
P.O. Box 176
Gooding, Idaho 83330

Don A. Olowinski
Albert P. Barker
Richard B. Burleigh
HAWLEY, TROXELL, ENNIS & HAWLEY
877 West Main Street
P.O. Box 1617
Boise, Idaho 83701

18 Dana L. Hofstetter
19 Murray D. Feldman
20 HOLLAND & HART
21 West One Plaza, Suite 1400
22 101 South Capitol Boulevard
P.O. Box 2527
Boise, Idaho 83701

Bert L. Osborn
26 South Ninth Street
P.O. Box 158
Payette, Idaho 83661

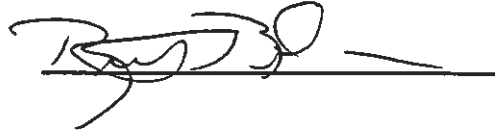
23 William R. Hollifield
24 HOLLIFIELD AND TOLMAN
25 249 Third Avenue East
26 P.O. Box 66
27 Twin Falls, Idaho 83303-0066

David B. Lincoln
Scott L. Campbell
ELAM & BURKE
Key Financial Center, 10th Floor
702 West Idaho Street
P.O. Box 1539
Boise, Idaho 83701

MICROFILMED

JUL 25 1994

1 United States Department of Justice
2 Environment & Natural Resources Division
3 550 West Forth Street, Box 33
4 Boise, Idaho 83724

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RECEIVED
JAN 21 1992
Department of Water Resources

GRAY YOUNG
BRUCE BELZER
Attorneys at Law
J. R. Simplot Company Legal Department
999 Main Street, Suite 1300
P.O. Box 27
Boise, ID 83707
(208) 389-7318
(208) 389-7515 Telefacsimile

Attorneys for J. R. Simplot Company

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CASSIA

In Re the General Adjudication
of Rights to the Use of Water
From the Snake River Drainage
Basin Water System.

The State of Idaho, ex rel.
R. Keith Higginson in his
official capacity as Director
of the Idaho Department of
Water Resources,

Petitioner,

vs.

The United States;
The State of Idaho;
and All Claimants to the Use
of Water from the Snake River
Basin Water System,

Respondents.

ALICE FOSHA, HELEN FLINT, and
BEVERLY ADAMS, individuals,

Plaintiffs,

vs.

A. KENNETH DUNN, Director of the
Department of Water Resources
of the State of Idaho,

Twin Falls County
Civil Case No. 39576

and

Cassia County
Civil Case No. 13770-12-83

NOTICE OF APPEARANCE

*Don Modified thru
C.A.N. program.*

1/4-1992

MICROFILMED
OCT 02 1996

Defendants.)

IN THE MATTER OF THE GENERAL)
DETERMINATION OF RIGHTS TO THE)
USE OF GROUNDWATER DIVERTED)
FROM SECTIONS 19, 20, 21, 28, 29,)
30, 31, 32, AND 33, T. 11 S.,)
R. 27 E., B.M.)

A. KENNETH DUNN, Director of the)
Department of Water Resources)
of the State of Idaho,)

Counterplaintiff,)

vs.)

ALICE FOSHA, HELEN FLINT, and)
BEVERLY ADAMS, individuals,)

Counterdefendants.)

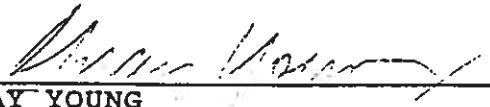
TO ALL PARTIES:

GRAY YOUNG, Assistant General Counsel, J. R. Simplot
Company, hereby enters his appearance as co-counsel on behalf
of J. R. Simplot Company in this action. All notices to
J. R. Simplot Company should be delivered to the following
address:

Gray Young
Bruce Belzer
J. R. Simplot Company
Legal Department
999 Main Street, Suite 1300
P.O. Box 27
Boise, ID 83707

DATED this 20th day of January, 1992.

By


GRAY YOUNG
Assistant General Counsel

4507w/1-20-92/1:42

CERTIFICATE OF MAILING

I HEREBY CERTIFY that a true and correct copy of the foregoing NOTICE OF APPEARANCE was mailed this 20th day of January, 1992, in an envelope with sufficient first-class postage prepaid thereon to the following:

Idahome Farms, Inc.
1925 Oakley Avenue
Burley, ID 83318

Dennis Jay Harper
Star Route
Declo, ID 83323

Roland Allen Land &
Livestock
Star Route
Malta, ID 83342

Mark J. Taylor
Strong & Hanni
5th Floor, Boston Building
Salt Lake City, UT 84111
Attorney for Fosha, et al.

Leo A. Jardine
Jardine, Linebaugh,
Brown & Dunn
Suite 400
370 East South Temple
Salt Lake City, UT 84111
Attorney for Raft River Ranches, Inc.

A. Lynne Krogh-Hampe
Deputy Attorney General
Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706-2237


VICKI SPANGLER

MICROFILMED
OCT 02 1996