

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 01 2004
Department of Water Resources

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): P.D. 43-10245, P.D. 43-10250, P.D. 43-10251, 43-4150, 43-4089, 43-4090, P.D. 43-2556,
43-7130, P.D. 43-327 AND 43-47A
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
WESTERN AGCREDIT, FLCA
P.O. BOX 95850
SOUTH JORDAN, UT 84095
4. Name of Water Right Owner/Claimant(s)
SPENCER LAND AND LIVESTOCK CO., a Utah Corporation and
SPENCER BROTHERS, a Utah Partnership
5. Expiration Date of Notification Period 05/01/2023
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
ASSISTANT VICE PRESIDENT

For Office Use Only

Received by <u></u>	Date <u>3-1-04</u>	Fee <u>\$250.00</u>
Receipted by <u></u>	Date <u>3-1-04</u>	Receipt No. <u>0072806</u>
Processed by <u>D. Dharma AJ</u>	Date <u>3-9-04</u>	WR <u>KLT did</u> Date _____

SCANNED

MAR 09 2004

NOTICE OF PLEDGE

STATE OF IDAHO
Department of Water Resources
1301 North Orchard Street
Boise, ID 83706

RECEIVED

Loan No. 6201040501 and 6201040502

OCT - 6 2003

Department of Water Resources

Attention: State Engineer

Please be notified that
SPENCER LAND AND LIVESTOCK CO., a Utah Corporation
SPENCER BROTHERS, a Utah Partnership
have this date executed a Real Estate Mortgage in favor of the Western AgCredit, FLCA, covering certain land in Cassia County, State of Idaho, together with all of the Mortgagor's right to use the following:

WATER USER NO. AND PURPOSE OF WATER USE

WUC #(s) 43-10245, 43-10250, 43-10251, 43-4150, 43-4089, 43-4090, 43-2556, 43-7130, 43-327 and 43-47A for irrigation and stock watering.

The said Real Estate Mortgage, given to secure promissory notes (2) of even date, was recorded

October 2, 2003, in the office of the County Recorder of the above referenced County, as

Instrument No. 291772.

Please file this notice with your records of the above referenced and direct notice of any intended change of the place of use or other change which materially affects the beneficiary's security interest in the said rights to the Western AgCredit, FLCA, 406 West South Jordan Parkway (Suite 500), South Jordan, Utah 84095.

Dated: September 12, 2003

Western AgCredit, FLCA

By: 
David G. Brown
Assistant Vice President

SCANNED

6440 00 2001

Recording Requested by:

29177~

WHEN RECORDED MAIL TO:

WESTERN AgCREDIT, FLCA
BOX 95850
SOUTH JORDAN UT 84095-0850

COPY

Loan No. 6201040501 and 6201040502

**REAL ESTATE MORTGAGE,
FIXTURE FILING AND SECURITY AGREEMENT**

THIS MORTGAGE is made this **12th** day of **September, 2003** between

SPENCER LAND AND LIVESTOCK CO., a Utah Corporation
SPENCER BROTHERS, a Utah Partnership

hereinafter called "Mortgagor", and WESTERN AgCREDIT, FLCA hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business in South Jordan, Utah.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Cassia, State of Idaho:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

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constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee:

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagee. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any

SCANNED

Recording Requested by: -

29177~

WHEN RECORDED MAIL TO:

WESTERN AgCREDIT, FLCA
BOX 95850
SOUTH JORDAN UT 84095-0850

COPY

Loan No. 6201040501 and 6201040502

**REAL ESTATE MORTGAGE,
FIXTURE FILING AND SECURITY AGREEMENT**

THIS MORTGAGE is made this **12th** day of **September, 2003** between

SPENCER LAND AND LIVESTOCK CO., a Utah Corporation
SPENCER BROTHERS, a Utah Partnership

hereinafter called "Mortgagor", and WESTERN AgCREDIT, FLCA hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business in South Jordan, Utah.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Cassia, State of Idaho:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

SCANNED

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any other Water Asset;

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

g. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

h. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT – All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and , other applicable state law, which rights are cumulative.

FIXTURE FILING – This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

Dated	Maturity	Face Amount	Dated	Maturity	Face Amount
9/12/2003	5/1/2023	\$500,000.00			
9/12/2003	5/1/2023	\$500,000.00			

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; **PROVIDED HOWEVER, THAT**, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be

constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing

or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder:

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee:

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any

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payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. (a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.
9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Signature(s):

SPENCER LAND AND LIVESTOCK CO., a Utah Corporation

By: Michael O. Spencer
MICHAEL O. SPENCER, President

By: Stanley A. Spencer
STANLEY A. SPENCER, Secretary

SPENCER BROTHERS, a Utah Partnership

By: Stanley A. Spencer
STANLEY A. SPENCER, Partner

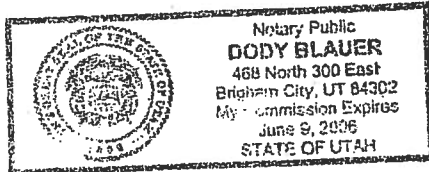
By: Michael O. Spencer
MICHAEL O. SPENCER, Partner

By: Carl W. Spencer
CARL W. SPENCER, Partner

Notary Acknowledgment:

STATE OF Utah)
COUNTY OF Box Elder SS.

On this 1st day of Oct, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared MICHAEL O. SPENCER and STANLEY A. SPENCER [() personally known to me] [X proved to me on the basis of satisfactory evidence] to be the person(s) who executed the within instrument as PRESIDENT and SECRETARY on behalf of the corporation therein named and acknowledged to me that the corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

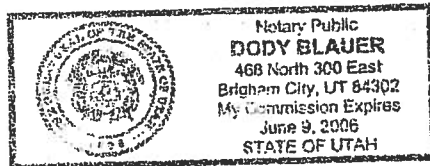


WITNESS my hand and official seal

Dody Blauer
Notary Public in and for said County and State

STATE OF Utah)
COUNTY OF Box Elder SS.

On this 1st day of Oct, 2003, before me, the undersigned Notary Public in and for said County and State, personally appeared STANLEY A. SPENCER; MICHAEL O. SPENCER; CARL W. SPENCER [() personally known to me] [X proved to me on the basis of satisfactory evidence] to be the person(s) who executed the within instrument as PARTNERS of the partnership therein named, on behalf of the partnership, and acknowledged to me that the partnership executed it.



WITNESS my hand and official seal

Dody Blauer
Notary Public in and for said County and State

SCANNED

EXHIBIT "A"

PARCEL NO. 1:

TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

- Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 35: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 35: NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$,
EXCEPTING a Right-of-Way 2 rods wide for a road on the
South section line.

TOWNSHIP 15 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

- Section 11: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

- Section 4: N $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 5: N $\frac{1}{2}$ S $\frac{1}{2}$
- Section 7: NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 2, 3, and 4
- Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 16 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

- Section 2: Lot 2
- Section 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM the following described
tracts:

Tract No. 1:

Beginning at the N $\frac{1}{4}$ section corner of said Section 12, said corner marked by
a U.S. Bureau of Land Management iron pipe with brass cap; thence

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North 89°08'29" East along the North line of Section 12 for a distance of 1327.81 feet to the Northwest corner of the NE¼NE¼; thence South 00°01'23" West along the West line of the NE¼NE¼ for a distance of 587.74 feet; thence South 44°43'40" East for a distance of 176.14 feet; thence South 57°10'07" East for a distance of 159.24 feet to the Point of Beginning;

Thence North 31°22'34" East for a distance of 68.34 feet to a ½ inch rebar;
Thence North 74°28'31" East for a distance of 278.25 feet to a ½ inch rebar;
Thence North 25°59'08" West for a distance of 36.62 feet to a ½ inch rebar;
Thence North 64°47'22" East for a distance of 60.28 feet to a ½ inch rebar;
Thence South 23°19'14" East for a distance of 131.64 feet to a ½ inch rebar;
Thence South 26°17'47" West for a distance of 258.06 feet to a ½ inch rebar;
Thence North 78°30'57" West for a distance of 343.24 feet to a ½ inch rebar;
Thence North 31°22'34" East for a distance of 108.34 feet to the Point of Beginning.

Tract No. 2:

An Easement for ingress for the benefit of Tract No.1 described above, more particularly described as follows:

Beginning at the North ¼ section corner of said Section 12, said corner marked by a U.S. Bureau of Land Management iron pipe with brass cap; thence North 89°08'29" East along the North line of Section 12 for a distance of 1327.81 feet to the Northwest corner of the NE¼NE¼ which shall be the Point of Beginning;

Thence North 89°08'29" East along the North line of Section 12 for a distance of 20.00 feet;

Thence South 00°01'23" West for a distance of 479.81 feet;

Thence South 44°43'41" East for a distance of 165.73 feet;

Thence South 57°10'07" East for a distance of 157.24 feet;

Thence South 31°22'34" West for a distance of 20.01 feet;

Thence North 57°10'07" West for a distance of 159.92 feet;

Thence North 44°43'41" West for a distance of 176.14 feet to the West line of the NE¼NE¼;

Thence North 00°01'23" East along the West line of the NE¼NE¼ for a distance of 587.74 feet to the Point of Beginning.

Tract No. 3:

Easement for access to a domestic well together with a 50% interest in all water produced from the well for the benefit of Tract No. 1 described above, more particularly described as follows:

Beginning at the North ¼ section corner of said Section 12, said corner marked by a U.S. Bureau of Land Management iron

pipe with brass cap; thence North 89°08'29" East along the North line of Section 12 for a distance of 1327.81 feet to the Northwest corner of the NE¼NE¼; thence South 00°01'23" West along the West line of the NE¼NE¼ for a distance of 587.74 feet; thence South 44°43'40" East for a distance of 176.14 feet; thence South 57°10'07" East for a distance of 159.92 feet; thence North 31°22'34" East for a distance of 68.34 feet to a ½ inch rebar; thence North 74°28'31" East for a distance of 83.53 feet to the Point of Beginning;

Thence North 35°15'00" West for a distance of 26.90 feet;
Thence North 53°00'37" East for a distance of 20.00 feet;
Thence South 35°15'00" East for a distance of 34.67 feet;
Thence South 74°28'31" West for a distance of 21.24 feet to the Point of Beginning.

TOWNSHIP 16 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Lots 1, 2, 3 and 4

Section 7: NW¼NE¼, NE¼NW¼, Lots 1 and 2

PARCEL NO. 2:

TOWNSHIP 16 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: W½SE¼

Section 30: W½E½

Section 31: W½E½, SE¼NW¼, SW¼

PARCEL NO. 3:

TOWNSHIP 16 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 31: E½NE¼ and E½SE¼

Section 32: W½SW¼, EXCEPTING THEREFROM two and one-half (2½) acres in the Southwest corner of said Section 32.

Section 32: E½E½

Section 33: W½

TOGETHER WITH the following water rights registered with the State of Idaho
Department of Water Resources: WUC(s): 43-10245, 43-10250, 43-10251, 43-4150, 43-4089, 43-4090, 43-2556, 43-7130, 43-327 and 43-47A;

ALSO TOGETHER WITH all U.S. Bureau of Land Management grazing privileges within the JOHNSON CREEK Allotment, CLEAR CREEK Allotment, ALMO FLAT Allotment, YOST PASTURES Allotment, JIM SAGE Allotment, and GULLY Allotment;

ALSO TOGETHER WITH all U.S. Forestry grazing privileges within the WEST END Allotment and ONE MILE Allotment in the SAWTOOTH NATIONAL FOREST.

291772

CASSIA COUNTY, IDAHO
LARRY A. MICKELSEN

RECORDER

FEE 338 DEPUTY

JB

'03 OCT 2 PM 4 25

RECORDED AT THE REQUEST OF

LAND TITLE & ESCROW

SCANNED

MAR 03 2004

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: A43-04090
Date Received: 1/ 9/1992
Receipt No: C022890
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: SPENCER BROTHERS
Address: HC 72 BOX 2418
MALTA ID

435-827-5573

83342

2. Date of Priority: JUL 1, 1950

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
16S	24E	12	NE	NE	NE		CASSIA

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.900		

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

A.F.A.

8. Total consumptive use is 588.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	25E	31	SE	SW		IRR	15.0
			SW	SE		IRR	30.0
			SE	SE		IRR	5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
						Section Acres	50.0
16S	24E	12	NE	NE		IRR	5.0
						Section Acres	5.0
	25E	6	SW	SW	4	IRR	3.0
			SE	SW	3	IRR	26.0
			SW	SE	2	IRR	23.0
			SE	SE	1	IRR	10.0
						Section Acres	62.0
		7	NW	NE		IRR	40.0
			NE	NW		IRR	14.0
			NW	NW	1	IRR	25.0
						Section Acres	79.0
						Total Acres	196.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

43-00047A, 43-00327, 43-04089, 43-04150, 43-02556, 43-07130

14. Remarks:

WE CLAIM A PERMISSABLE PLACE OF USE BECAUSE ALL SOURCES OF WATER ARE CO-MINGLED AND THEN PUMPED INTO A COMMON SPRINKLER SYSTEM.

4-5-2000: OWNERSHIP CHANGE WARD TO SPENCER PER WD SUBMITTED. NOTE LAND IN POU NOT CONVEYED IS BLM. SPENCER BROTHERS ARE: STANLEY A. CARL W. AND MICHAEL O. SPENCER. - VH

15. Basis of Claim: STATUTORY CLAIM

RECEIVED

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

APR 22 1999

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Snake River BasinPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.initial review:
4/22/99 sec
OK

UNDIVIDED INTEREST:

A43-10185

1. Water Right No(s):

(same)

Adjudication Claim No(s):

A43-00327, A43-00047A, -02556, -04089, -04090, -04150

ALL D&S DELETED

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

(Deed matches claims)

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

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

(MAP on file w/claim AND A43-00327)

will file Assignment for Permit

OR

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

3. Name and Address of Former Owner/Claimant

HAROLD OLEN & LORRAYNE B WARD

4. New Owner/Claimant(s)

SPENCER BROTHERS

STANLEY A. SPENCER
MICHAEL O. SPENCER

New Mailing Address

Name Connector (Check one): [] and, [] or, [] and/or

HC 72 BOX 2418

CARL W. SPENCER

City, State and ZIP Code

MALTA, ID

83342

New Telephone Number

435
(253) 827-5573

5. Date you acquired the property

April 1, 1999

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

Number of acres you irrigate

Number and type of stock 433 head BEEF CATTLE

Diversion rate in CFS

Number of homes

Other uses

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

7. Signature of New Owner or Claimant(s)

Spencer Brothers by Stanley A. Spencer

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

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

REAL ESTATE PURCHASE AND SALE AGREEMENT

HAROLD OLEN WARD AND LORRAYNE B. WARD, as co-trustees of **THE HAROLD AND LORRAYNE WARD TRUST**, under trust agreement dated April 23, 1991, (hereinafter "Seller"), agrees to sell, and **SPENCER BROTHERS**, a Utah general partnership consisting of **STANLEY A. SPENCER, MICHAEL O. SPENCER AND CARL W. SPENCER**, as partners, (hereinafter collectively "Buyer") agrees to purchase the real properties (hereinafter "Properties") more fully described in Exhibit A, attached hereto and incorporated herein, on the following terms and conditions:

1. **Purchase Price.** The purchase price for the Properties shall be *Six Hundred Fifty-Five Thousand Dollars (\$655,000)*, of which *One Hundred Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$168,750)* shall be payable in cash at closing. The remainder shall be paid to Seller by Buyer in the form of a Promissory Note (hereinafter "Note"), attached hereto as Exhibit B and incorporated herein. Upon the termination of the Note, all amounts still owed to Seller shall be paid by Buyer in one cash payment. Said Note shall be secured by a Mortgage on the Properties, attached hereto as Exhibit C and incorporated herein.

2. **Escrow.** Within five (5) days of execution of this Agreement by Buyer and Seller, the parties agree to open an escrow with Cassia County Abstract Company (hereinafter "Closing Agent") at an office selected by Seller. In the event of any alleged or apparent conflict or contradiction between the terms of this Agreement and any escrow agreement, this Agreement will govern.

3. **Closing.** The following provisions shall govern the closing of this transaction:

3.1 **Closing Date.** The sale and purchase of the Properties shall be closed at the offices of Closing Agent within ten (10) days after the date of this Agreement or such earlier date as is mutually agreed upon in writing by the parties. The closing date may be extended by mutual agreement of the parties, not to exceed thirty (30) days.

3.2 **Seller's Obligations at Closing.** On or before the closing date, the Seller shall: (a) deliver to the Closing Agent a warranty deed covering the Properties, duly executed and acknowledged in recordable form conveying to Buyer fee simple interest in the Properties; (b) convey by appropriate instrument all grazing rights, subject to escrow waiver; (c) execute and deliver to the Closing Agent a closing and disbursement statement in a form acceptable to Seller; and (d) take such further action and deliver such other documents necessary to close this transaction in accordance with the terms of this Agreement.

3.3 Buyer's Obligations at Closing. On or before the closing date, Buyer shall: (a) deliver or cause to be delivered to the Closing Agent guaranteed funds in the amount Buyer is obligated to pay on the closing date pursuant to the terms of this Agreement; (b) execute and deliver to the Closing Agent a closing and disbursement statement in a form acceptable to Buyer; and (c) take such further action and deliver whatever documents are necessary to close the transaction in accordance with the terms of this Agreement.

3.4 Escrow Fees and Other Costs. Costs of title insurance (described below) and all real property taxes against the Properties for 1998 and prior years shall be borne by Seller. Taxes for 1999 and all utility, irrigation, or water district charges or fees shall be prorated as of the date of closing. There will be no further proration of taxes, utilities, or assessments between Buyer and Seller after the closing. All prorations will be final at closing and not subject to change. Buyer shall pay recording costs for the deed and any appraisal fees. All other escrow fees and other costs of Closing Agent to close this transaction shall be borne equally between Buyer and Seller, except Buyer is responsible for all costs associated with financing. Other expenses incurred by Buyer or Seller with respect to this transaction, including attorney's fees or other professional fees, shall be borne and paid exclusively by the party incurring the same without reimbursement.

3.5 Closing Agent Obligations. The Closing Agent is instructed as follows: (a) prepare closing statements for execution by Seller and Buyer in accordance with the terms of this Agreement; (b) collect all funds to be received from the parties at closing and disburse and pay the same to the parties or other persons entitled to the same in accordance with the terms of this Agreement and approved on the closing statements; and (c) collect the various instruments and documents and information to be provided by the parties, secure the required signatures and acknowledgments, record such instruments and documents where necessary and in proper sequence, and deliver the same to the respective parties, as required to close this transaction in accordance with the terms of this Agreement.

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

4.1 Seller has received no notice from any governmental agency that the Properties is in violation of any statute, law, ordinance, deed restriction, rules or regulations affecting the Properties.

4.2 Seller is not aware of any pending or threatened litigation or condemnation proceeding affecting the Properties, nor are there any agreements to convey any portion of the Properties to any party other than Buyer.

4.3 Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 and will execute an affidavit to this effect to be delivered to Buyer at closing and include Seller's tax identification number.

4.4 Seller has not received any notice of default or breach by Seller of any covenant, condition, restriction, right-of-way or easement affecting the Properties.

5. **Condition of Properties.** Buyer acknowledges for Buyer and Buyer's successors, heirs, and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the Properties. In purchasing the Properties, Buyer is not relying on any representations by Seller, or its agents or employees concerning the condition or safety of the Properties and/or any improvements thereon. Buyer is advised to obtain and pay for the services of one or more qualified specialists to inspect the Properties on Buyer's behalf.

Buyer further states that it is relying solely upon its own inspection of the Properties and not upon any representation made to it by any person whomsoever who is an agent or employee of Seller, and is purchasing the Properties in the condition in which it now is without any obligation on the part of Seller to make any changes, alterations, or repairs thereto.

6. **Due Diligence.** Buyer shall conduct any studies or reviews deemed necessary by Buyer to conduct Buyer's due diligence. All reviews and studies shall be at Buyer's sole cost and expense, and Buyer shall defend, indemnify and hold Seller and Seller's tenant(s) harmless from all claims arising out of Buyer's actions and those of his employees or agents hereunder. Buyer is responsible to conduct all studies on the Properties.

7. **Title Insurance.** At closing, the Seller shall furnish to Buyer a standard owner's title insurance policy in the amount of the purchase price of the Properties showing marketable and insurable title. Within ten (10) days after this Agreement is signed, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title to said Properties. The title shall be free and clear of all liens and encumbrances excepting only the accruing taxes, levies and assessments and any clouds suffered or incurred against the property by Buyer. Buyer shall have fifteen (15) days from receipt of the commitment within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. Otherwise, Seller shall, so far as reasonably possible, cure all defects objected to by Buyer before closing. If Seller does not remove objections to Buyer's satisfaction, Buyer may terminate this Agreement without further obligation to Seller.

8. **Grazing Rights.** All Forest (West End C&H Allotment) and Bureau of Land Management grazing permits (Clear Creek Allotment, Jim Sage Allotment, Gully Allotment, and Almo Seeding Allotment) associated with the Properties sold/purchased are to be attached to the land parcels designated as the "Base Property" which is listed below:

NE 1/4 NE 1/4, S 1/2 NE 1/4 of Section 12, Township 16 South,
Range 24, E.B.M.

Lots 1, 2, 3, & 4 Section 6, Township South, Range 25 E.B.M.

NW 1/4 NE 1/4, NE 1/4, NW 1/4, Lots 1 & 2 Section 7, Township
16 South, Range 25, E.B.M.

Appropriate documents listing the Seller as the lien holder of the first mortgage on the Base Property will be initiated and filed, with the appropriate federal agencies with a copy to the Buyer and the Seller.

9. **Appraisal.** Buyer may obtain an appraisal of the Properties at Buyer's cost.

10. **Notice.** Any notice under this Agreement shall be deemed given and delivered on the date when personally delivered, or if mailed, on the same date it is deposited in the United States mail in a sealed envelope by registered or certified mail, return receipt requested, postage prepaid and properly addressed. Until change by notice in writing, notices to Seller shall be addressed as follows:

The Harold and Lorrayne Ward Trust
7209 Kingston Dr.
Boise, ID 83704

Notices to Buyer shall be addressed as follows:

Spencer Brothers
HC 72, Box 2418
Malta, ID 83342

Buyer and Seller may change their addresses by notice given as required above.

11. **Broker.** Buyer and Seller represent that no broker was involved in this transaction, and no broker is entitled to any compensation for this transaction. If any broker claims any compensation for this transaction, the party allegedly responsible for the acts giving rise to the claim will defend and indemnify the other innocent party.

12. **Default.** If either party shall fail to comply with the terms of this Agreement, the nondefaulting party shall send written notice and provide a thirty (30) day period to cure. If the default is not cured within the time allowed, the defaulting party agrees to pay all attorney's fees and costs incurred by the nondefaulting party. If suit is filed to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay the prevailing party all costs and expenses, including attorney's fees, incurred by the prevailing party whether incurred in district court, on appeal or in bankruptcy court.

13. **No waiver of Breach.** No waiver of any provision hereof shall be effective unless in writing and signed by the waiving party. No such waiver shall be effective as to any subsequent breach of the same or another provision of this Agreement. The failure of Seller to exercise its rights upon default by Buyer shall not constitute or be construed as a waiver of the right to insist upon strict performance by the Buyer of all the terms and provisions of this Agreement.

14. **Like-Kind Exchange.** Seller and Buyer may elect to effect the purchase or sale of the Properties pursuant to the tax-free exchange provisions of Section 1031 of the Internal Revenue Code, and each party agrees to reasonably cooperate with the other to effect such a tax-free exchange; provided, however, that the party requesting the tax free exchange shall bear all costs arising out of any tax-free exchange it may elect to undertake, and that the Closing shall not be extended in order to accommodate any such exchange. Buyer agrees that any cash that may become available to it as a result of such an exchange shall be immediately applied to reduce the Note, but such payment shall not reduce the payment schedule.

15. **Survival.** All the terms and conditions hereof and all instruments referred to herein and contemplated hereby shall survive closing and the transfer of title to Buyer and shall remain in full force and effect in accordance with their terms.

16. **Successors and Assigns.** This Agreement shall bind each of the parties and their respective heirs, personal representatives, successors, and assigns; provided, however, this Agreement shall not be assigned by any party without the other's prior written consent, which will not be unreasonably withheld. However, Seller is not required to approve any assignee who in Seller's opinion does not have the same or better qualifications and financial backing as Buyer.

17. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, explained or supplemented by any extrinsic evidence outside of this Agreement, including, but not limited to, usage of trade, course of dealing and course of performance. This Agreement may only be modified or amended by a writing signed by each party.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

DATED as of this 1 day of April, 1999.

SELLER:

THE HAROLD AND LORRAYNE WARD TRUST

By Harold Olen Ward
Harold Olen Ward, Trustee

By Lorrayne B. Ward
Lorrayne B. Ward, Trustee

BUYER:

SPENCER BROTHERS

By Stanley A. Spencer
Stanley A. Spencer, Partner

By Michael O. Spencer
Michael O. Spencer, Partner

By Carl W. Spencer
Carl W. Spencer, Partner

EXHIBIT A

File Number: 14466

The land referred to is described as follows:

PARCEL #1:

TOWNSHIP 15 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

Section 35: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$

Section 35: NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$,
Excepting a Right-of-Way 2 rods wide for a
road on the South section line.

TOWNSHIP 15 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 11: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 15 SOUTH, RANGE 26 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 4: N $\frac{1}{2}$ SW $\frac{1}{4}$

Section 5: N $\frac{1}{2}$ S $\frac{1}{2}$

Section 7: NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 2, 3 & 4

Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 16 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

✓ SECTION 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 16 South, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

✓ Section 6: Lots 1, 2, 3 & 4

✓ Section 7: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 1 & 2

PARCEL #2:

TOWNSHIP 16 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 2: Lot 2

PARCEL #3: An undivided one-half interest in

TOWNSHIP 16 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20: W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$

SUBJECT TO Road Right-of-Way along the South side.

ALL IN CASSIA COUNTY, STATE OF IDAHO

EXHIBIT A

**Legal Description of Property
Located in Box Elder County, Utah**

TOWNSHIP 14 NORTH, RANGE 16 WEST, SALT LAKE MERIDIAN

Section 20: E1/2 of NW1/4; SW1/4 of NE1/4; NW1/4 of SE1/4; W1/2 of NW1/4 and N1/2 of SW1/4

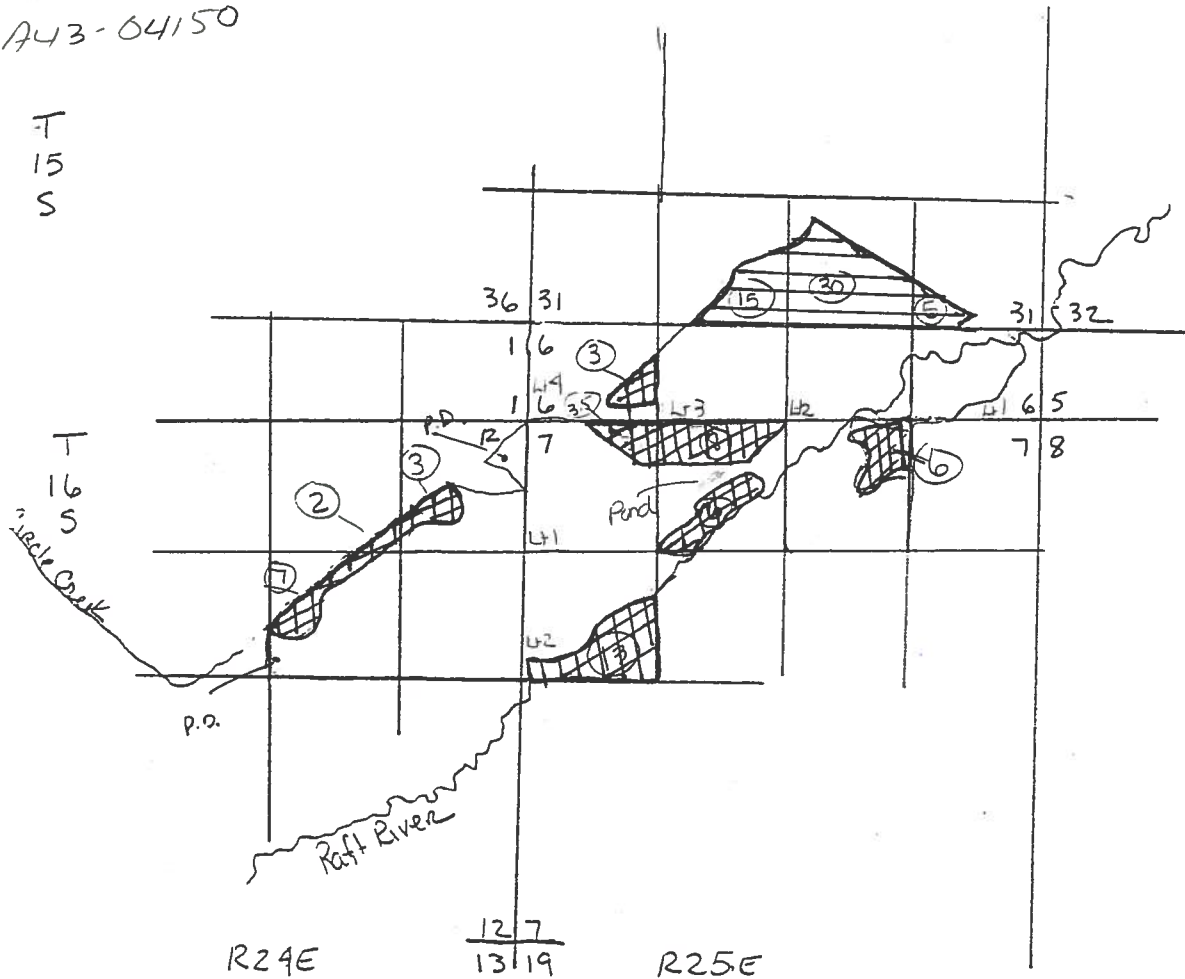
ALL IN BOX ELDER COUNTY, STATE OF UTAH

A43-07130
A43-02556
A43-04089
A43-00047A
A43-00327
A43-04150

Copied from Harold Olen Ward original
9/22/99 sc

cc: to all claims

(also: A43-4090)



2 phases of Expansion:

1962 = Red = SWAC

covered under license 43-02556



1978 = Blue = 51.5 AC

Covered under Permit 43-07130

Total Expansion across = 101.5

R24E R25E

A43-00327

T15S

T16S

2	21	30	31	32	33	34
25	40	23	R	R	A	F

Change of Ownership¹⁸ Copy
4/22/99
Sci

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: A43-04090
Date Received: 1/9/1992
Receipt No: 0022870
Received By: _____

RECEIVED

JAN 15 1992

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HAROLD OLEN WARD 208-334-1079
Address: 7209 KINGSTON DRIVE
BOISE ID 83704
AND/OR
Name: LORRAYNE B WARD 208-334-1079
Address: 7209 KINGSTON DRIVE
BOISE ID 83704
2. Date of Priority: JUL 1, 1950
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
16S	24E	12	NE	NE	NE		CASSIA
5. Description of diverting works:
WELL AND PUMP
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.900		
7. Total Quantity Appropriated is:
2.900 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 588.0 Acre Feet Per Annum.
9. Non-irrigation uses:
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	25E	31	SE	SW		IRR	15.0

A43-04090

Page 1

Date: 01/09/92

COPY MICROFILMED
MAR 04 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	25E	31	SW	SE		IRR	30.0
			SE	SE		IRR	5.0
						Section Acres	50.0
16S	24E	12	NE	NE		IRR	5.0
	25E	6	SW	SW	4	IRR	3.0
SE			SW	3	IRR	26.0	
SW			SE	2	IRR	23.0	
SE			SE	1	IRR	10.0	
						Section Acres	62.0
		7	NW	NE		IRR	40.0
			NE	NW		IRR	14.0
			NW	NW	1	IRR	25.0
						Section Acres	79.0
						Total Acres	196.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
43-00047A, 43-00327, 43-04089, 43-04150, 43-02556, 43-07130

14. Remarks:
WE CLAIM A PERMISSABLE PLACE OF USE BECAUSE ALL SOURCES
OF WATER ARE CO-MINGLED AND THEN PUMPED INTO A COMMON SPRINKLER
SYSTEM.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Harold Alan Ward Date: 1/9/92

Date: _____

State of Idaho)
County of Ada) SS.

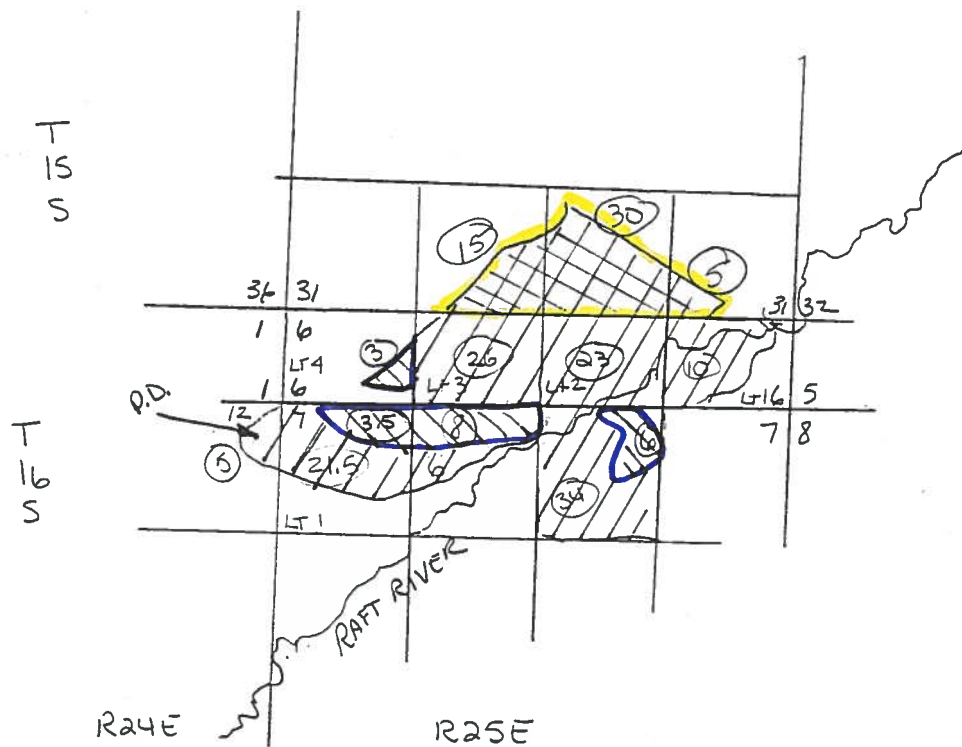
Subscribed and sworn (or affirmed) before me this 9th day
of January 19 92

Notary Public

Seal

Residing at _____
Anna Baumhoff, Notary Public
My Commission Expires ~~Residing at Boise, Idaho~~
My Commission Expires December 7, 1994

G.W. A43-04090
A43-0255



1962 expansion = 50 Ac covered by license 43-0255

1978 Expansion = 22.5 Ac covered by Permit 43-0713

TOTAL
Expansion
AC100 = 72.5 AC

MICROFILMED
MAR 04 1993 4 1993

A F F I D A V I T

I, Jack Erickson, of Almo, Idaho
Post Office Address

do hereby affirm that I have personal knowledge of the well located in the
NE 1/4, NE 1/4, Section 12, Township 16S, Range 24E., commonly known
as the Lower well. Information I can formally attest to is as follows:

1. Date drilled Middle of 1950
2. Well driller Dean E. Rogers
3. Date of first use of water 1950
4. Nature of use Irrigation
5. Quantity of water diverted 3.6 cfs
6. Lands irrigated by this well are to the east, southeast and
northeast of the well. The approximate acreage irrigated
totaled about 185 to 190 acres.
7. Duration of use each year, from April 1 to October 31
8. Other information _____

RECEIVED

JAN 15 1992

Department of Water Resources
Southern Region Office

Jack Erickson
Signature

STATE OF Idaho

County of Cassia

Subscribed and sworn to before me this 24th day of Sept., 1977

(NOTARY SEAL)

William P. [Signature]
Notary Public

MICROFILMED

MAR 04 1993

A F F I D A V I T

I, William E. Taylor, of Alma, Idaho
Post Office Address

do hereby affirm that I have personal knowledge of the well located in the
NE 1/4, NE 1/4, Section 12, Township 16S, Range 24E., commonly known
as the Lower well. Information I can formally attest to is as follows:

1. Date drilled Middle of 1950
2. Well driller Dean E. Rogers
3. Date of first use of water 1950
4. Nature of use Irrigation
5. Quantity of water diverted 3.6 cfs
6. Lands irrigated by this well To the east, southeast and north-
east of the well. The approximate acreage irrigated
totaled about 185 to 190 acres.
7. Duration of use each year, from April 1 to October 31
8. Other information _____

William E. Taylor
Signature

STATE OF Idaho

County of Cassia

Subscribed and sworn to before me this 24th day of Sept., 1977

(NOTARY SEAL)

William E. Taylor
Notary Public

MICROFILMED

MAR 04 1993

A F F I D A V I T

I, Harold R. Ward, of Almo Idaho
Post Office Address

do hereby affirm that I have personal knowledge of the well located in the
 NE. 1/4, NE 1/4, Section 12, Township 16S, Range 24E., commonly known
 as the Lower well. Information I can formally attest to is as follows:

1. Date drilled Middle of 1950
2. Well driller Dean E. Rogers
3. Date of first use of water 1950
4. Nature of use Irrigation
5. Quantity of water diverted 3.6 cfs
6. Lands irrigated by this well To the east, southeast and north-
east of the well. The approximate acreage irrigated
totaled about 185 to 190 acres.
7. Duration of use each year, from April 1 to October 31
8. Other information _____

Harold R. Ward
 Signature

STATE OF Idaho
 County of Carmen

Subscribed and sworn to before me this 30th day of Sept., 1957

(NOTARY SEAL)

James E. [Signature]
 Notary Public

MICROFILMED

MAR 04 1993

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

In Re SRBA

Case No. 39576

Subcase No.: 43-4090

STANDARD FORM 5

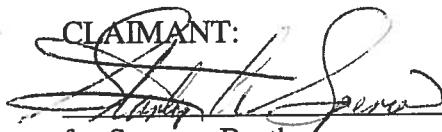
**STIPULATED ELEMENTS OF A
WATER RIGHT**

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT:


for Spencer Brothers

7-15-02
Date

OBJECTOR:

Larry A. Brown, US DOJ
Attorney for BLM

Date

IDWR CONCURRENCE:


Sr. Water Resource Agent

7-15-02
Date

Approved as to form
Attorney for IDWR

Date

CERTIFICATE OF SERVICE

I certify that on _____, 2002, I caused to be served true and correct copies of this Standard Form 5, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

2. Copies to:

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Spencer Brothers
HC 72 Box 2418
Malta, ID 83342

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

U.S. Dept. of Justice
Environment & Nat'l Resources Div.
550 W. Fort St. MSC 033
Boise, ID 83724

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Signature of person or attorney mailing the form

07/11/2002

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

RIGHT NUMBER: 43-4090

NAME AND ADDRESS: SPENCER BROTHERS
HC 72 BOX 2418
MALTA ID 83342

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.28 CFS
456.0 AFY

USE OF THIS RIGHT WITH RIGHT NO. 43-2556 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.59 CFS.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF ~~6.93~~ 6.36 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF ~~1460~~ 1272 AF. COMBINED RIGHT NOS.: 43-2556, 43-4089, 43-7130.

THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 43-47A, 43-327, 43-2556, 43-4089, 43-4150 AND 43-7130 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE: 04/01/1958

POINT OF DIVERSION:

T16S R24E S12 NENENE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.280 CFS 456.00 AFY

PLACE OF USE: IRRIGATION Within CASSIA County

~~T15S R25E S31~~	SESW	13.0	~~T15S R25E S31~~	SWSE	28.0
~~T6S R25E S31~~	SESE	5.6	~~T16S R25E S12~~	NWNE	1.3
T16S R24E S12	NENE	18.0	T16S R24E S12	SWNE	32.0
T16S R24E S12	SENE	40.0	T16S R25E S06 Lot 4	SWSW	1.2
T16S R25E S06 Lot 3	SESW	29.0	T16S R25E S06 Lot 2	SWSE	29.0
T16S R25E S06 Lot 1	SESE	13.0	T16S R25E S07	NWNE	40.0
T16S R25E S07	NENW	40.0	T16S R25E S07 Lot 1	NWNW	38.0
T16S R25E S07 Lot 2	SWNW	38.0			

~~365.1~~ 318.2 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 43-2556 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 185 ACRES IN A SINGLE IRRIGATION SEASON.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF ~~365~~ 318 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-47A, 43-327, 43-2556, 43-4089, 43-4150, 43-7130.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 114 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

07/11/2002

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

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 43B.
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: Beneficial Use

RECEIVED

FEB 19 2002

Department of Water Resources
Southern Region

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

In Re SRBA

A. Subcase 43-04090

(Insert water right number)

Case No. 39576

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America acting through the Department of Interior, Bureau of
Land Management, Idaho State Office

Address: 1387 South Vinnell Way
Boise, Idaho 83709-1657

Daytime Phone: see below

Name & Address of Attorney, if any:

Larry A. Brown (202) 305-0435 phone, (202) 305-0274 fax

United States Department of Justice; Environment and Natural Resource Division; General Litigation Section
550 West Fort Street, MSC 033; Boise, Idaho 83724

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Spencer Brothers

Address: HC 72 Box 2418; Malta, Idaho 83342

Name:

Address: ;

Name:

Address: ;

Name:

Address: ;

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**

Should be: _____

2. ☐ **Source**

Should be: _____

3. ☐ **Quantity**

Should be: _____

4. ☐ **Priority Date**

Should be: _____

5. ☐ **Point(s) of Diversion**

Should be: _____

6. ☐ **Instream Flow Description**

Should be: _____

7. ☐ **Purpose(s) of Use**

Should be: _____

8. ☐ **Period of Year**

Should be: _____

9. ☒ **Place of Use**

Should be: See attached

11. **I object because:**

☐ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S):

The United States of America, through the Bureau of Land Management, is the owner of the land upon which use is claimed. The claimant's use of Federal land is unauthorized. See attached POU. Claimant's water right should not include this POU.

F.

VERIFICATION (Must be Completed)

State of Idaho)

) ss.

County of Ada)

Gary A. Madenford, Water Rights Team Leader, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. § 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

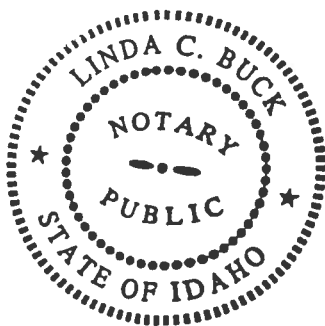
Gary A. Madenford
(Signature of person filing objection)

Larry C. Brown
(Attorney signing in representative capacity)

Subscribed and sworn to before me on:

February 7, 2002

Linda C. Buck



Linda C. Buck

Notary Public for Idaho

Residing at: Mountain Home

My Commission Expires: 12-21-2005

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on Feb. 8, 2002, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: Spencer Brothers
Address: HC 72 Box 2418; Malta, Idaho 83342

Name:
Address:;

Name:
Address:;

Name:
Address:;

3. Copies to:

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of Objector or attorney mailing on Objector's behalf

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 43-4090
NAME AND ADDRESS: SPENCER BROTHERS
HC 72 BOX 2418
MALTA ID 83342

**-POUs ON BLM
-CLAIMANT IS NOT AUTHORIZED
TO FARM PUBLIC LAND**

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.280 CFS
456.00 AFY

THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 43-47A, 43-327, 43-2556, 43-4089, 43-4150 AND 43-7130 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE. USE OF THIS RIGHT WITH RIGHT NO. 43-2556 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.59 CFS. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 6.93 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1460 AF. COMBINED RIGHT NOS.: 43-2556, 43-4089, 43-7130.

PRIORITY DATE: 04/01/1958

POINT OF
DIVERSION:

T16S R24E S12 NENENE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	2.280 CFS 456.00 AFY

PLACE OF USE: IRRIGATION Within CASSIA County

T15S R25E S31 BLM	SESW	13.0	T15S R25E S31 BLM	SWSE	28.0
T15S R25E S31 BLM	SESE	5.6	T16S R24E S12	NENE	18.0
T16S R24E S12 BLM	NWNE	1.3	T16S R24E S12	SWNE	32.0
T16S R24E S12	SENE	40.0	T16S R25E S06 Lot 4	SWSW	1.2
T16S R25E S06 Lot 3	SESW	29.0	T16S R25E S06 Lot 2	SWSE	29.0
T16S R25E S06 Lot 1	SESE	12.0	T16S R25E S07	NWNE	40.0
T16S R25E S07	NENW	40.0	T16S R25E S07 Lot 1	NWNW	38.0
T16S R25E S07 Lot 2	SWNW	38.0			

365.1 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 114 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 43-2556 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 185 ACRES IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 365 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-47A, 43-327, 43-2556, 43-4089, 43-4150, 43-7130.

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

09/19/2001

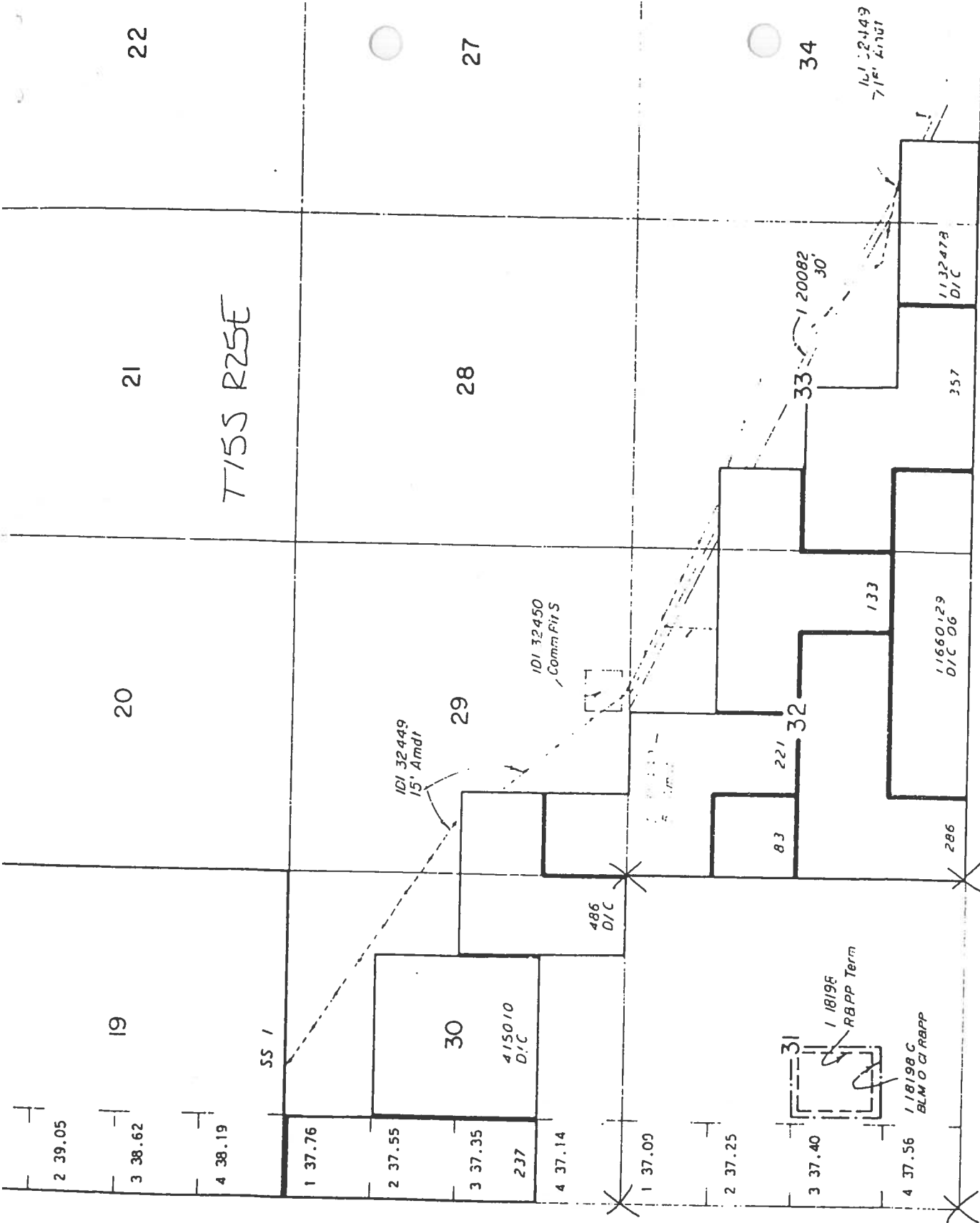
IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

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.

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 43B.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

2019. 12. 15

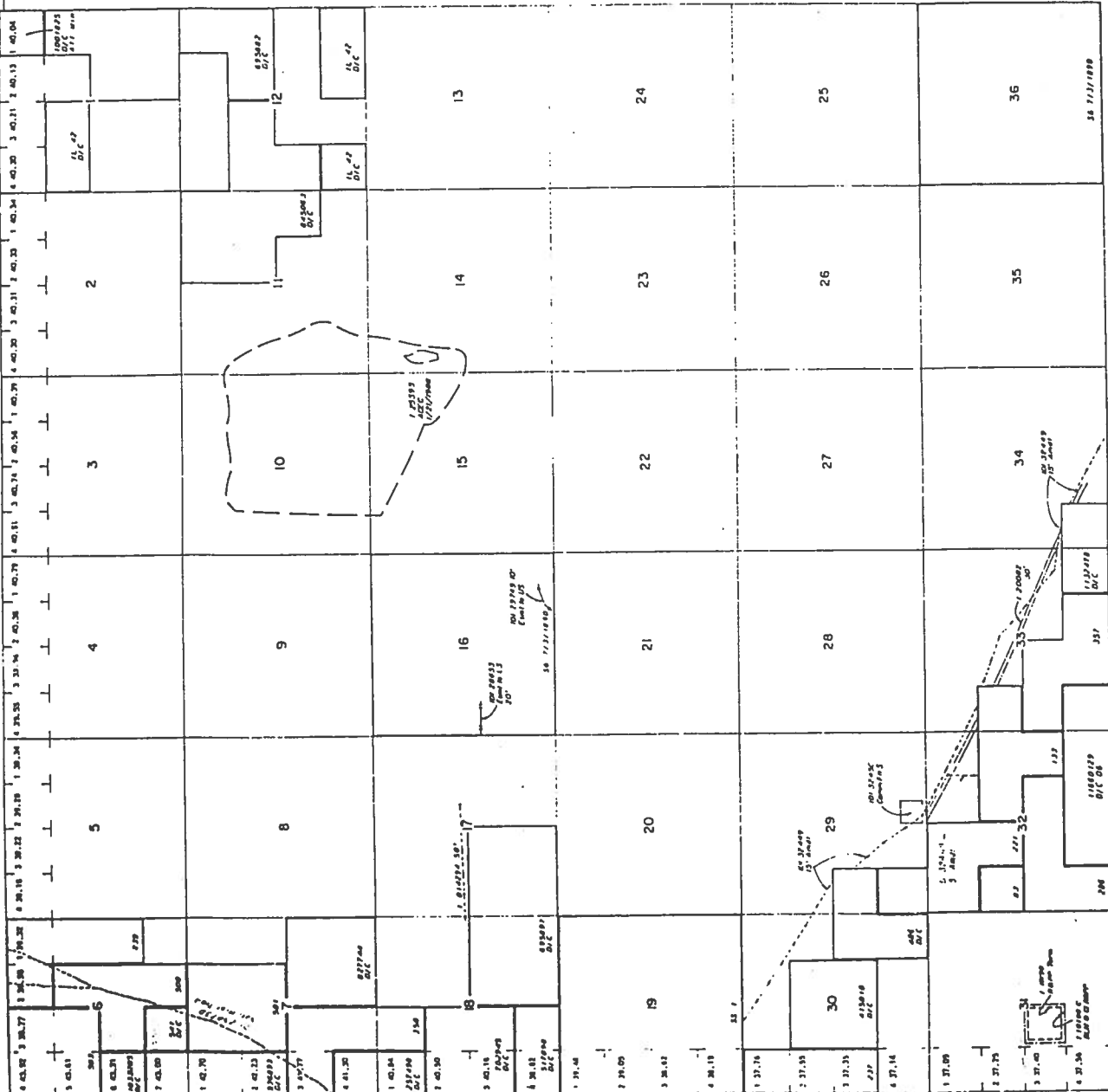


STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

CASSIA COUNTY
BUREAU DISTRICT SEC 3

MT PLAT

14 5-26 E
15 5-26 E



INDEX TO SEGREGATED TRACTS			
TRACT NO.	T	R	SECTION
1			
2			
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35			
36			

DOI 258730 West Hill Trail
Historical information only, does not denote
Public access
DOI 18198 RB PP Limestone Term 1/8/1937
See 31125W

FOR ORDERS EFFECTING DISPOSAL ON USE OF
UNIDENTIFIED LANDS REFER TO INDEX OF
MISCELLANEOUS DOCUMENTS

CURRENT TO BUY 07/2001	CURRENT YR
USE PLATS	

Lat. 42°04' N
Long. 113°29' W

THE NOTATION SHOWN ON WITHDRAWALS REPRESENT THE LAST
ACTION TAKEN BUT MAY NOT BE THE EFFECTIVE DATE. SEE
THE HISTORICAL INDEX FOR THE DATE OF THE ORIGINAL WITH-
DRAWAL ORDER

SCALE IN CHAINS
0 10 20 30 40

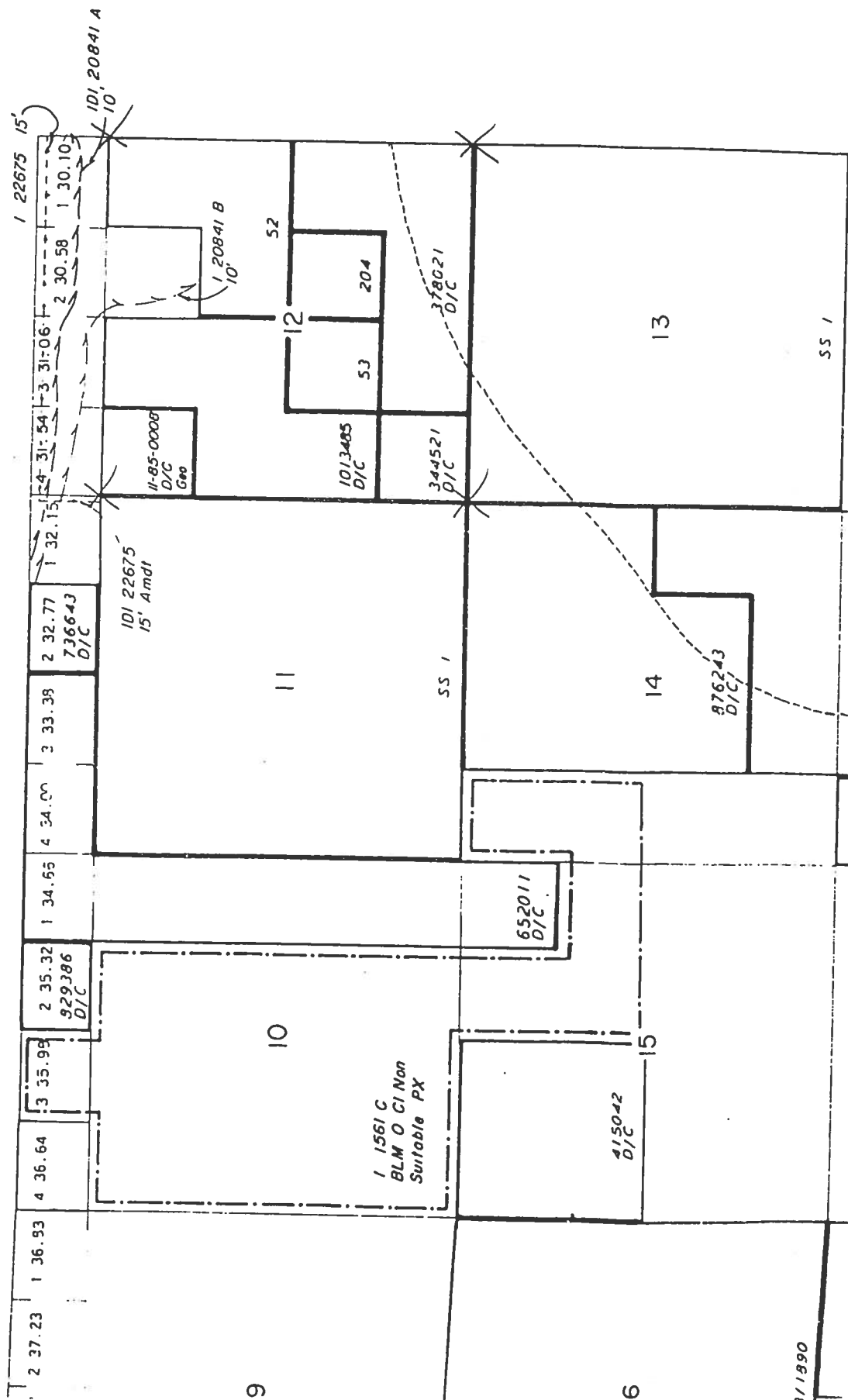
WARNING: This plat is the Bureau's Survey of Title and should be used
only as a guide. It is not a legal document. It is subject to
change without notice. It is not a warranty of title. It is not
a guarantee of title. It is not a representation of title. It is
not a statement of title. It is not a statement of value. It is
not a statement of interest. It is not a statement of ownership.

4 3 2 1

ID: 25873D /
Historical
public acc

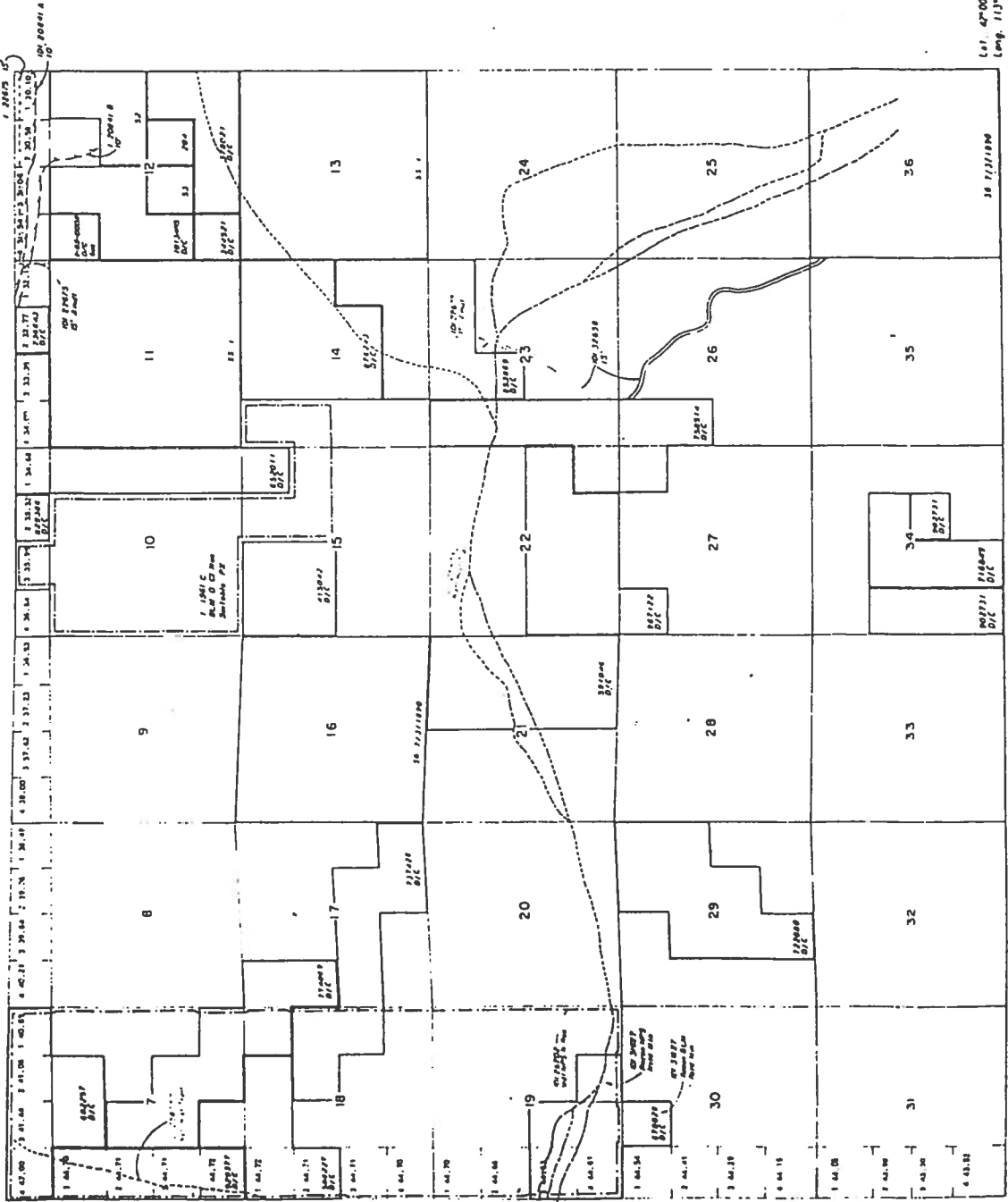
ID: 25873D /
Historical
public acc

ID: 3162 / PX
Sec 30: N



MT PLAT

INDEX TO SEGREGATED TRACTS			
TRACT NO.	T	R	SEC.
1	1	1	1
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3	1	1	3
4	1	1	4
5	1	1	5
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30	1	1	30
31	1	1	31
32	1	1	32
33	1	1	33
34	1	1	34
35	1	1	35



THE NOTATION SHOWN ON WITHDRAWS REPRESENT THE LAST ACTION WHICH MAY NOT BE THE EFFECTIVE DATE. SEE PUBLIC MINERAL INDEX FOR THE DATE OF THE ORIGINAL WITHDRAWAL ORDER.

SCALE IN CHAINS
0 1 2 3 4 5 6 7 8 9 10

DATE
T. 153
R. 200

**NOTICE OF ERROR
REPLY**

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: June 15, 2001

Water right number: 43-4090

SPENCER BROTHERS

HC 72 BOX 2418

MALTA ID 83342

Telephone Number: (435) 827-5573

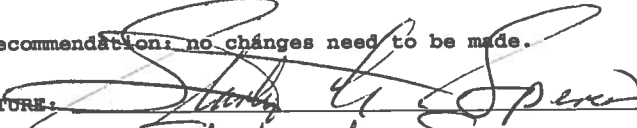
1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

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

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

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

DATE: 6/4/2001

SIGNATURE: 

Please print your name: Stanley A. Spencer

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, (208) 736-3033

12/18/2000

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

RIGHT NUMBER: 43-4090

NAME AND ADDRESS: SPENCER BROTHERS
HC 72 BOX 2418
MALTA, ID 83342

SOURCE: GROUND WATER

QUANTITY: 2.28 CFS
456 AFY

THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 43-47A, 43-327, 43-2556, 43-4089, 43-4150 AND 43-7130 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

USE OF THIS RIGHT WITH RIGHT NO. 43-2556 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.59 CFS.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 6.93 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1460 AF. COMBINED RIGHT NOS.: 43-2556, 43-4089, 43-7130.

PRIORITY DATE: 04/01/1958

POINT OF DIVERSION: T16S R24E S12

NENENE

Corral well

Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04-01 10-31

QUANTITY
2.28 CFS
456.00 AFY

PLACE OF USE:

IRRIGATION Within CASSIA County

T15S R25E S31	SESW	13	T15S R25E S31	SWSE	28
T15S R25E S31	SESE	5.6	T16S R24E S12	NENE	18
T16S R24E S12	NWNE	1.3	T16S R24E S12	SWNE	32
T16S R24E S12	SENE	40	T16S R25E S6	LOT 4	1.2
T16S R25E S6	LOT 3	29	T16S R25E S6	LOT 2	29
T16S R25E S6	LOT 1	12	T16S R25E S7	NWNE	40
T16S R25E S7	NENW	40	T16S R25E S7	LOT 1	38
T16S R25E S7	LOT 2	38			

365.1 ACRES TOTAL

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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.

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 43B.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Dee's

RECOMMENDATION NOTES

From: Vikie Hancock 

12/14/00

Regarding: 43-2556, 43-4090
43-4089, 43-7130

Originally filed by Harold Olen Ward, purchased by Spencer.

The above claims are for irrigation from ground water. Surface water from Raft River and Circle Creek is also appurtenant to the same place of use.

Evidence in the file supports the following in regard to the development of groundwater usage on the Ward farm:

- In 1951 a well was drilled in the NENE Section 12, T16S R24E. The well tested at 2.5 cfs. It was equipped with a 40 HP motor and used for gravity irrigation. According to the well log, it was 200 feet deep and 16 inches in diameter.
- In February 1960, Dwayne Ward applied for a permit (43-2490) to irrigate 146 acres from the 1951 well. Disposition of witnesses state that water was first applied to the land in 1958. Licensing field exam in 1965 found 114 acres and measured capacity of this well with a 40 HP pump at 2.72 cfs. License was issued for 114 acres and 2.28 cfs. This license was not claimed in the SRBA.
- In 1962 Dwayne Ward applied for a permit (43-2556) for 2.5 cfs of water to irrigate 214 acres from ground water, POD NENE Section 12.
- In June 1966, Mr. Ward inquired as to whether he could drill a new well under the existing permit. He was informed that the well had to be in the NENE Section 12 and would be limited to the permitted diversion rate, and must be completed before November 1967.
- In August 1966 a new well for irrigation was completed for H. Olen Ward. According to the well log, this well was located in the NENE Section 12, was 300 feet deep and had a 20 inch casing. The licensed driller was Bishop. The signature on the log is undecipherable.
- 1968 field exam found POD in NENE Section 12 and measured a capacity of 3.59 cfs. The well was equipped with a 75 HP motor.
- In August 1973 an Amendment of permit 43-2556 was filed to change the POD to the SWNE Section 12 and rearrange the 214 acres to be irrigated. See memo in file stating that no well was drilled in the NENE Section 12. Note that according to affidavits there was a well in the SWNE existing since 1947 and re-drilled by Jack Erickson in 1967. There are no prior historical documents which reference this well.
- December 1973 field exam found POD in the NENE and 185 acres irrigated from that POD. There is no mention of the well in the SWNE even though it was on the amended application for permit. Application was amended in

1975 to agree with the field exam POU and POD. License 43-2556 was issued for 185 acres and 2.5 cfs, one POD in the NENE Sec 12.

- In 1978, Harold Olen Ward filed two statutory claims and one application for permit, all for groundwater. Statutory claim 43-4090, priority date 1951, was for 145 acres that included all but two of the acres licensed under 43-2490 with 1960 priority date. Statutory claim 43-4089 claimed beneficial use from 1947 from the well in SWNE. The permit, 43-7130, listed both wells as POD, and described them as a 20 inch diameter well in SWNE and a 16 inch diameter well in the NENE Sec 12.
- In 1989 Harold Olen Ward filed four SRBA claims. 43-2556, based upon the 1962 license and 43-4090 for 196 acres based upon the statutory claim. (No claim based upon license 43-2490 was submitted). 43-4089 based upon the statutory claim with priority date 1947, and 43-7130 based upon the 1978 permit for acres developed prior to 1985. 43-2556, -4089 and -4090 have overlapping places of use. 43-7130 is for acres added after sprinkler irrigation was expanded in 1979.
- Calculations done by Scott King and Cindy Bird from information received from Spencer Brothers in February 2000 determine that the maximum diversion rate of the SWNE Sec 12 well is 3.98 cfs. That together the wells in the NENE and SWNE Section 12 have produced as much as 7.31 cfs and have a current capacity of 5.1 cfs.

Findings:

According to evidence in license file 43-2490, 114 acres were irrigated from the well in the NENE Sec 12 in 1965, and had been developed by 1958. Therefore, beneficial use claim 43-4090 should be limited to 114 acres and 2.28 cfs with a priority date no earlier than 1958. Since all but nine of these acres were included in license 43-2556, 43-2556 and 43-4090 should be limited, when combined, to 185 acres and a diversion rate of 3.59 cfs which was the measured capacity of the NENE well at the time of licensing.

Statutory claim 43-4089, asserting a 1948 priority date, was filed for 265 acres and 5.3 cfs in 1978, however affidavits submitted with SRBA claim 43-4089 in 1989 state that between 120 and 130 acres were irrigated from a well in the SWNE beginning in 1948. This claim should therefore be recommended for 130 acres and 2.6 cfs.

It appears that only 125 of the acres listed in statutory claim 43-4089 were additional to the 185 acres included in license 43-2556, the rest overlapping. Using 1987 NAPP aerial photography, GIS found and calculated 365 irrigated acres. Therefore, 55 acres were developed under permit 43-7130, after 1978 and prior to 1987. These findings agree relatively well to the numbers approximated by Mr. Ward in his 1989 Notices of Claim and map of expanded acres submitted in 1991.

MEMO

From: Vikie Hancock

12/18/00

Regarding: 43-7130

This Application for Permit was filed in 1978 for an increase in acreage and diversion rate made possible by additional sprinkler irrigation. A review of previous licensing field exams done on the same place of use, and statutory claims filed in 1978, found good evidence to support that 310 acres were irrigated from ground water prior to 1978.

The original Application listed 147.6 acres of intended expansion. In 1988 proof was filed for the completion of the development of 99 acres and 2.0 cfs, but memos in the file indicate that this may have been an estimation by the applicant. In 1989 the applicant filed SRBA claim 43-7130 for those acres irrigated prior to 1987 under this permit. A map of the place of use submitted by the claimant in 1992 identified 51.5 acres of expansion under the 1978 permit.

Calculations done by ArcView GIS using 1987 NAPP aerial photography found that 365 acres were being irrigated in 1987. I am recommending that 55 acres be allowed under this permit.

There are two wells listed as points of diversion for 43-7130. Affidavits assert that well #1, located in the SWNE Section 12, was drilled in 1947 with a replacement well drilled in 1967. No documents were found to substantiate these dates. Calculations done by Scott King and Cindy Bird based upon information from Raft River Rural Electric and system information supplied by the recent purchasers, determined that this well had a historic capacity of 3.98 and a current design capacity of 3.34.

Well #2, located in the NENE Section 12, was drilled in 1951. It is not clear whether this well has been replaced or just upgraded. The capacity of the well was measured at 2.5 cfs in 1965 during licensing field exam for 43-2490 and 3.59 cfs in 1968 during the licensing field exam for 43-2556. According to RRRE data, the capacity in 1986 was 1.72 cfs.

According to Scott King, the maximum historic diversion rate of the two wells combined is at least 7.3 cfs and that current capacity is approximately 5.1 cfs. Information supplied by the current owners of the property indicates that, from 1972 to 1999, the sprinkling system consisted of eleven 33 nozzle lines equipped with 5/32 nozzles, or a discharge of 4.0 cfs. The estimated design capacity for pivots and handlines in 2000 is 3.34 cfs.

I am therefore recommending that an additional 1.1 cfs be allowed for this permit. Combined limits of not more than .02 cfs per acre should be imposed upon all rights from surface and groundwater.

Summary of SRBA Recommendations

43-2556 GW 2.5 cfs on 185 acres within 365 acre PPU

43-4090 GW 2.28 cfs on 114 acres within 365 acre PPU.

When combined, 43-2556 and 43-4090 are limited to 185 acres and 3.59 cfs

43-4089 GW 2.6 cfs on 130 acres within 365 acre PPU

When combined 43-2556, 43-4089 & 43-4090 are limited to 310 acres.

43-47A Raft River 2.0 cfs on 100 acres within 365 acre PPU

43-327 Raft River 2.5 cfs on 125 acres within 365 acre PPU

43-4150 Circle Creek 2.8 cfs on 140 acres within 365 acre PPU

Suggested Licensing Recommendation:

43-7130 GW 1.1 cfs on 55 acres within 365 acre PPU

Combined limits - 3.59 cfs well #2

3.34.cfs well #1 (current capacity)

ACRES IRRIGATED FROM GROUND WATER 1948 - 1987

1. Affidavits included in SRBA claim 43-4089 (based upon statutory claim filed in 1978) state 130 acres irrigated from well #1 in 1948.
2. 1965 licensing field exam for 43-2490, including ACSC map, finds 114 acres irrigated from well #2. An estimated 19 acres overlap with those irrigated by well #1, bringing total acres to 225.
3. 1973 licensing field exam for 43-2556 finds 185 acres irrigated from well #2. All but 125 acres overlap lands included in previous license 43-2490 and those identified in Statutory claim 43-4089. Total acres irrigated now 310.
4. Map of expanded irrigation submitted by claimant Harold Olen Ward in 1992 identifies 51.5 acres added under 1978 permit. Note: non-irrigated areas identified on 1965 ASCS map correspond to location of acres designated as expanded under permit 43-7130 on this map.
5. Number of acres found irrigated by ArcView GIS using 1987 NAPP aerial photos is 365. See exhibit of overlapping rights dated 12./2000.

DIVERSION RATES FROM GROUND WATER - SPENCER BROTHERS

<u>YEAR</u>	<u>LIC/CLAIM ACRES</u>	<u>CAPACITY WELL #1</u>	<u>CAPACITY WELL #2</u>	<u>TOTAL CAPACITY</u>	<u>FOUND ACRES</u>
1948	295	2.6?		2.6?	130
1962	114		2.5	5.1?	225
1973	185	3.72	3.59	7.1	310
1987	55	3.98	1.72	5.7	365
2000	- -	3.34	1.72	5.1	- -

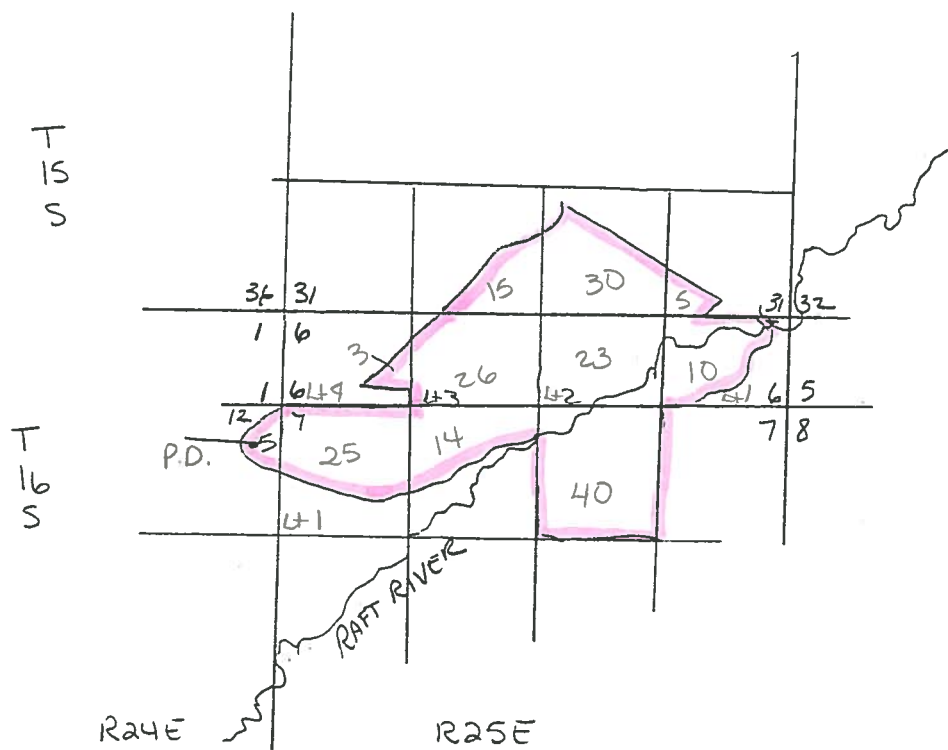
1972-99 Sprinkler system designed for 4.0 cfs

2000 Pivot system designed for 3.34 cfs

Information from licensing files 43-2490, 43-2556, and calculations dated 10/2000 by S. King and C. Bird based upon information submitted by Spencer Brothers.

See file 43-4089 For supporting documents AND GIS Shapefile

P.U. A43-04090



TOTAL ACRES = 196 AC

Expansion
acres = 72.5

MICROFILMED

MAR 04 1993

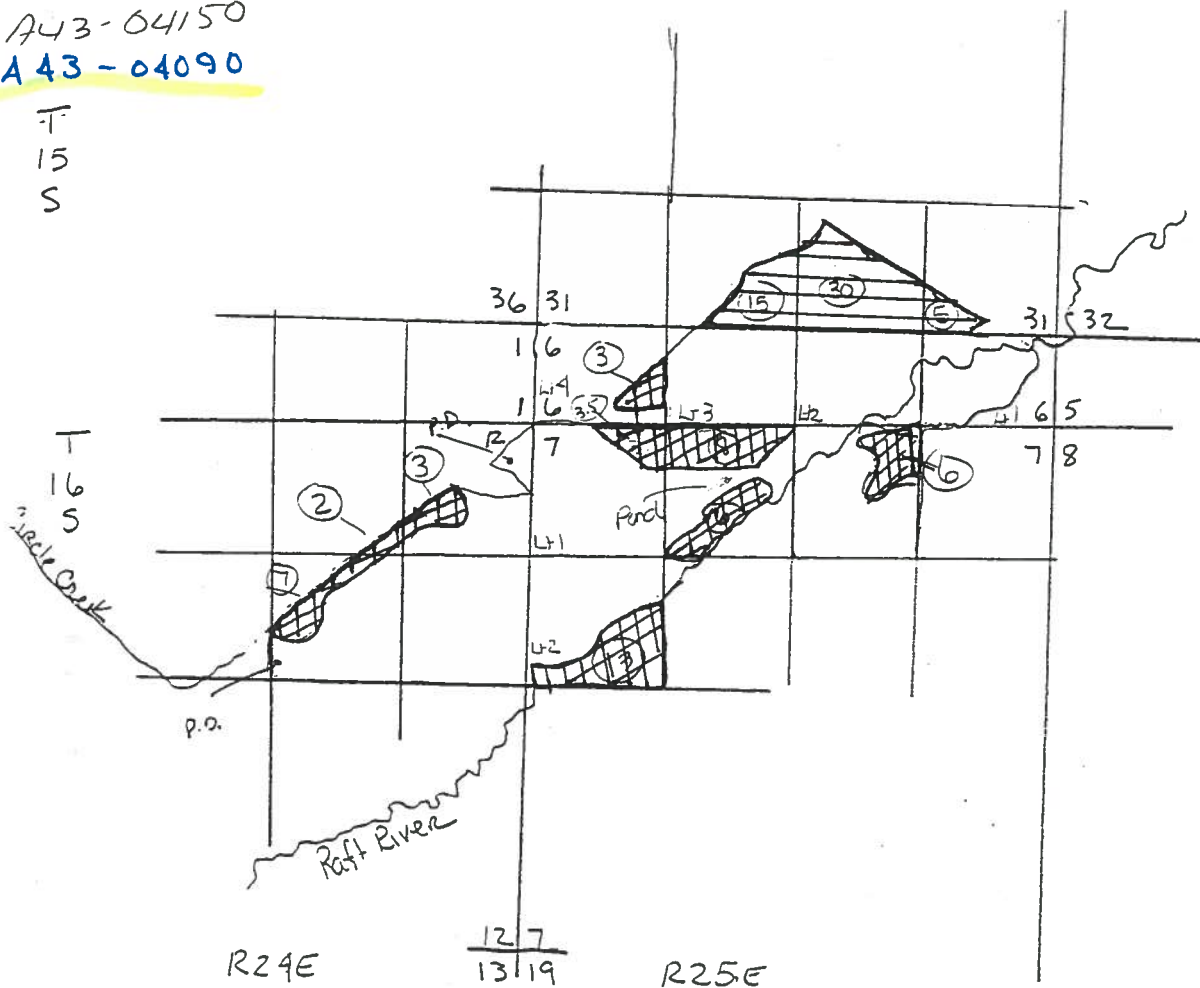
MICRO

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15
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cc: to all claims

(also: A43-4090)



 1962 = Red = SOAC covered under license 43-02556
 1978 = Blue = EISAAC covered under Permit 43-07130

Total Expansion
across = 101.5
=

State of Idaho License and Certificate of Water Right

Water License No. G-28463

Amount 2.28 c.f.s

Water District No. _____

Priority February 12, 1960

THIS IS TO CERTIFY that

DWAYNE WARD

of Almo, Idaho

, made application for a permit to appropriate the

public waters of the State of Idaho, dated February 12, 1960; that Permit No. G-28463

was issued under said application; that Certificate of Completion of works, with a carrying capacity of

2.28 second feet, was issued thereunder on September 2, 1965, showing that said works

were completed on the 2nd day of February, 1965; and that on the 2nd

day of February, 1965,

DWAYNE WARD

of Almo

, State of Idaho

, made proof to the satisfaction of the

State Reclamation Engineer

of Idaho, of the right to use the waters of a well

, a tributary of subterranean flow, for the purpose of irrigation and

domestic, under Use Permit No. G-28463

of the Department of Reclamation

and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,

and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

13 of Licenses at page 8245, on the 2 day of September, 1965;

The right hereby confirmed dates from

February 12, 1960;

The Point of Diversion is located

in the NE 1/4 NE 1/4, Sec. 12, Tp. 16 S., R. 24 E., B. M. Cassia County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes

aforesaid, is limited to an amount actually needed and beneficially used for said purposes and shall

not exceed 2.28 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
15 S	25 E	31	SE1/4 SE1/4	5.6	2
			lot 1		9
			lot 2	22.0	18
			lot 3	40.0	29
		7	lot 5		21
			lot 4		35
			Total number of acres to be irrigated:		

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

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

day of September, 1965.

RALPH W. THOMAS

Deputy State Reclamation Engineer.

(SEAL)

License
43-2490

43 24

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. G-28463

This proof is for Completion of Works & Beneficial Use In Water District No. _____1. Name of applicant Dwayne D. Ward2. Source of water supply: Subterranean3. Location of point of diversion: Is in the NE 1/4 NE 1/4 of Section 12
T. 16 N. R. 24 E. S. 25 County of Cassia4. Describe works as they exist, giving dimensions and capacities of same: CLS. Motor 40 HP
Serial 258794Fairbanks-Turner Turbine pump # PH 2892Power Pole 32-7
Discharge 8" topwork ditch5. Water is used for: Irrigation and domestic6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

SE 1/4 Sec. 31, Twp. 15 S., Rgn. 25 E. S. 25, Lots 1, 2, 3, 4, Sec. 6,
NE 1/4 Sec. 7, Twp. 16 S., Rgn. 25 E. S. 25.

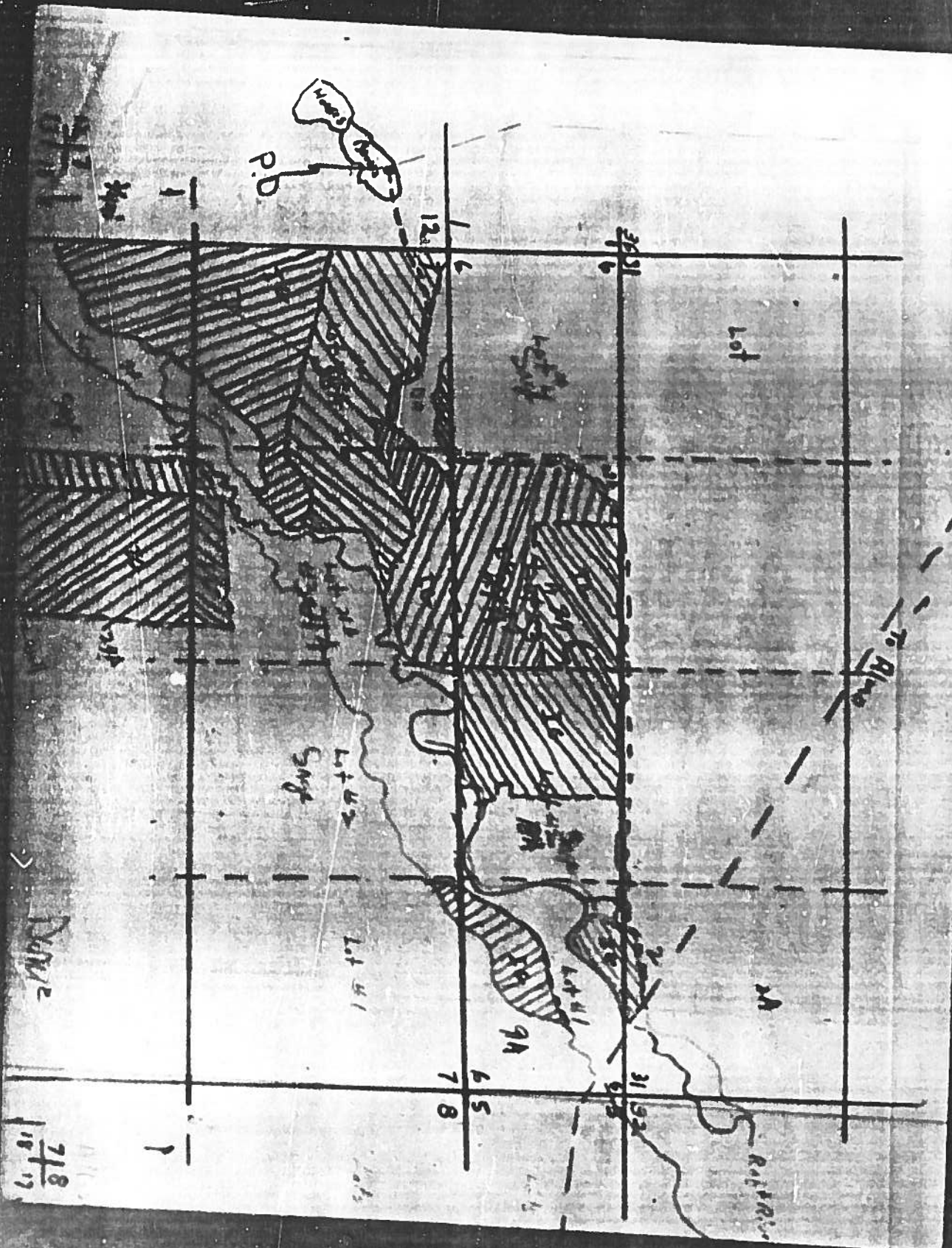
(Submit map or attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

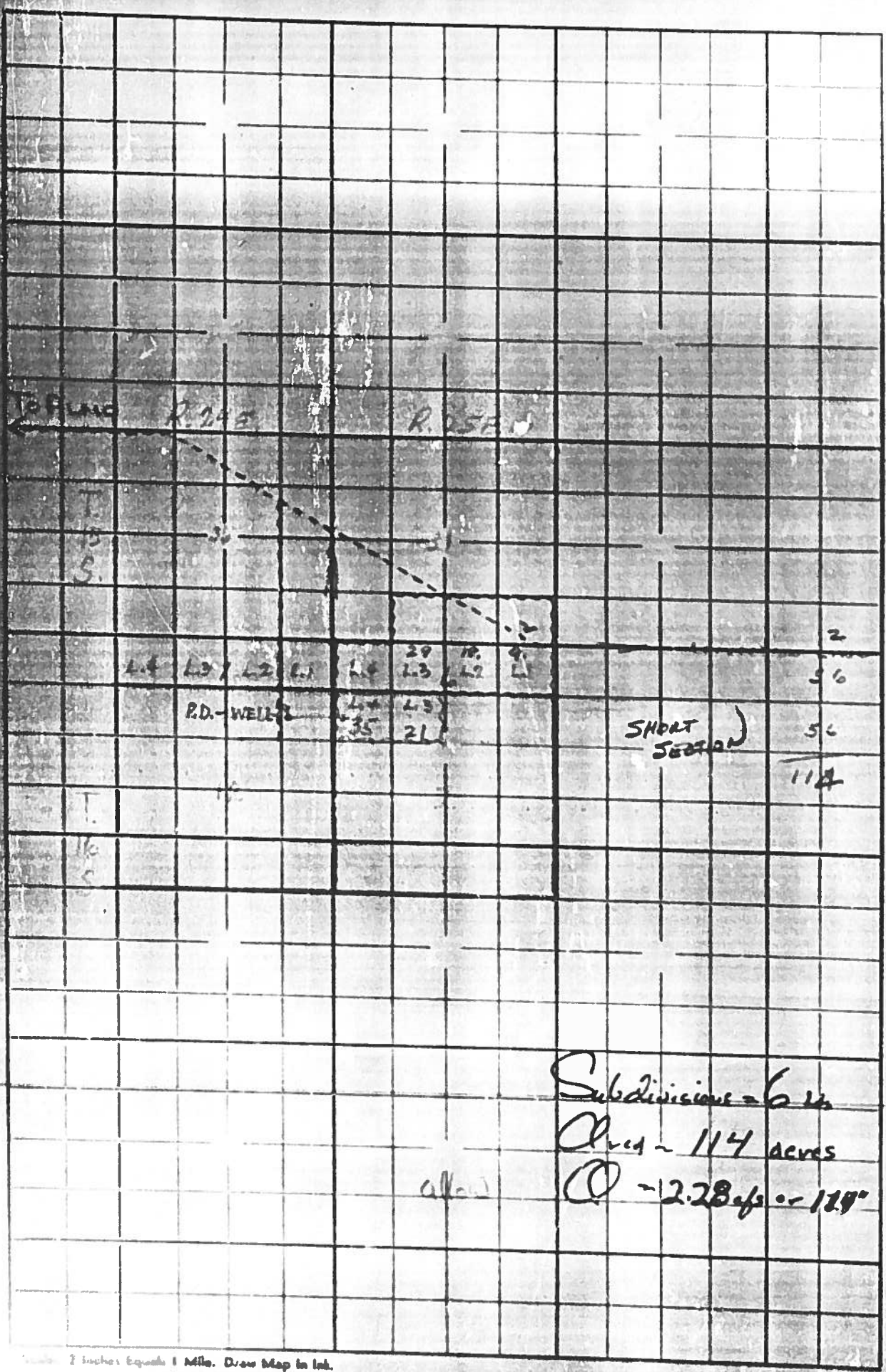
Remarks: Mr. Dwayne Ward alongCrops - HayMap - from ASC office in Burley showing 114 Acres. Treating 2 acres to wood.
Measured with a Mcrometer 3 Rev 2 110 sec = 2.72 of 136 "

This examination was made on the

30 day of July, 1965
(Signed) Daniel W. H. Edwards



718
10 17



NAME OF APPLICANT

Dwayne Ward

Form No. 8

R 24 E

R 25 E

Well

Section Map No. 9-28463

As Approved

GEO. H. CARTER

FEB 17 1960

Surveyor

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
Permit No. G-28463

RECEIVED
FEB 10 1965
Department of Recreation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE and Completion of Works

DISPOSITION OF HOLDER:

Ques. 1. State your name, residence, occupation and postoffice address; Dwayne D. Ward,
Almo, Idaho - Rancher

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if a foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf.

Not acting in behalf of corporation.

Ques. 3. State number, approval date of permit, and date of priority you propose to establish under the permit: Permit No. G-28463, dated February 12, 1960.

Approval date of permit and date of priority are the same; February 12, 1960

Approval date of permit and date of priority are the same; February 14, 1960.
 5. State source of water supply: Subterranean well
 Give location of point of diversion, showing subdivision, section, township and range:

The Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 12, Township 16
South, Range 24, E.B.M.

Ques. 5. Describe your works of diversions: Open ditches

_____ ; state amount of water they are capable of conveying from point of diversion to place of use 2.3 c.f.s. Give name of canal or ditch or other works by which water is conducted to such place of use: No name

_____ , if a well, state depth of well 200 ft ; depth and size of cas-
ings 100 ft. - 16 in. casing ; depth to water 14 ft. ; if pump is used,

state discharge of pump: 1.7 cfs; tell how it was measured or determined: weir

_____ , if sprinkler irrigation, give number and size of nozzles and operating pressure: _____ No sprinklers used

Ques. 6. State for what purpose water is used: Irrigation

If for irrigation, name each subdivision in which used and number of acres in each subdivision that have actually been irrigated with said water: Sec. 31, Township 15 S., Range 25, E.B.M.; Lots 1, 2, 3 and 4 of Sec. 5 and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 7, Township 16 South, Range 25, E.B.M.

All of the land described herein can be irrigated with said water.

State nature of all improvements which have been made as a direct result of said use:

80 acres have been reclaimed from desert land, a well has been drilled and a pump and motor placed in said well. That the 80 acres have been leveled and ditches have been constructed to carry the water from the diversion point to place of use.

22

204-63

Ques. 6-a: If this is a ground water permit, give name and address of person that drilled the well, Dean Rogers, Malta, Idaho.

Ques. 7. If for other than irrigation purposes, state purpose and how used:
For irrigation purposes

Ques. 8. What is the minimum amount of water required for the purpose specified above:
1.7 c.f.s.

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder:

Ques. 10. State when and in what amount the water diverted under above mentioned permit has been first used: Time used since first use

Ques. 11. Describe all other water rights appurtenant to same place of use:
There are no other water rights appurtenant to the land hereinabove described.

(sign) Rayne D. Ward

I hereby certify that the foregoing testimony was read to the above subscribed, before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office, in

Burley County of Cassia
State of Idaho, on this 2nd day of February, A.D. 19 65.

My Commission expires: May 12, 1966

Wm H. Asst
Notary Public for Idaho
Residing at Burley, Idaho

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE
and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case

Ques. 1. State your name, age, residence, occupation and postoffice address:
Wesley B. Ward, age 64, Elba, Idaho - Cattleman

Ques. 2. Are you acquainted with Dwayne D. Ward, the holder of Permit No. G-28463? How long have you known him and where does he reside:
I have known him all my life. He resides in Almo, Idaho.

Ques. 3. Have you read or heard said Permit No. G-28463 read, and are you familiar with its provisions and conditions: Yes ☒ Yes ☐ No ☐

Ques. 4. State source of water supply: Subterranean well
State place of diversion: NE 1/4 NE 1/4 OF Sec. 12, Twp. 16 S., R. 24, EBM.
Describe works for conveying water to place of use: Open ditches

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use: 2.3 c.f.s. How much water have you seen being so conveyed: 1.7 c.f.s.

Ques. 6. If for irrigation, show number of acres irrigated in each subdivision, giving full legal description:
SE 1/4 SW 1/4, the S 1/2 SW 1/4 of Sec. 31, Township 15 S., Range 25, E.B.M.; Lots 1, 2, 3 and 4 of Sec. 6, and the N 1/2 NW 1/4 of Sec. 7, Township 16 South, Range 25, E.B.M.
All of the land described in this question can be irrigated.

Ques. 7. If for power or other purposes than irrigation, state how water has been used:

For irrigation purposes.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation:

24 ac. has been reclaimed from desert land. Estimate of amount of water required:

2.25 c.f.s.

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent: None

Ques. 10. When did you first see this water used: October, 1958

Other times you have seen such use: I have been on the ground a number of times and have observed the water from said well being applied to beneficial use.

(Signed)

Nesley B. Board

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Burley

 , County of Cassia, State of Idaho, on this 2nd day of February,
A. D., ~~1962~~. 1965.

Harold H. Heston
Notary Public for State of Idaho

Residence Burley, Idaho

My commission expires: May 12, 1966

Application for amendment

LAND LIST

Permit No. G-28463

RECEIVED
OCT 7 1964

Department of Reclamation

Comes now Dwayne Ward

of the STATE RECLAMATION ENGINEER of the State of Idaho:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho, No. G-28463 and requests that the list of lands to be irrigated, as described in said permit, be changed to read as follows:

SE 1/4, S 3/4, S 3/4 Sec 31 T 15 S R 25 E; Lots 1, 2, 3 & 5 of S 3/4 Sec 6; N 1/4 Sec 7 T 14 S R 25 E

making a total of _____ acres.

That an additional amount of water is not asked for, and that the rights of others will not be adversely affected by such change.

Signed at Boise, Idaho this 7 day of October, 1964

Dwayne B. Ward

Date of receipt at office of Department of Reclamation October 7, 1964

APPROVAL OF STATE RECLAMATION ENGINEER

W. W. Thomas, Deputy

I, W. W. Thomas, State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to Appropriate the Public Waters of the State of Idaho, No. G-28463. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers, and of which it is hereby approved only insofar as the rights of others

W. W. Thomas
State Reclamation Engineer

28463

Application for Amendment

POINT OF DIVERSION

Permit No. G-28463

RECEIVED
OCT 7 1964

Department of Reclamation

Comes now Dwayne Ward
representing to the State Reclamation Engineer of the State of Idaho and

That he is (are) the owner and holder of Permit to Appropriate the Public
Waters of the State of Idaho, No. G-28463.

That the point of diversion is described in said Permit as being located
35th NE Sec 1 T14S R24E

That he now requests that the point of diversion be changed to a point
located NE 1/4 Sec 12 T14S R24E

That the reason for desiring to make such change is as follows:

Sec 6 is short being only Lots 1, 2, 3, 4 on south side

That no one will be injured by such change, and that such change will be made
at Permit Holder's own risk.

Signed at Boise, Idaho this 7 day of October
1964

Dwayne Ward

Date of Receipt at Department of Reclamation October 7, 1964

STEPHEN W. THOMAS, Deputy
APPROVAL OF STATE RECLAMATION ENGINEER

I, STEPHEN W. THOMAS, State Reclamation Engineer of the State of Idaho, HEREBY APPROVE
the above and foregoing application for amendment to Permit to Appropriate the Public
Waters of the State of Idaho, No. G-28463. This approval constitutes a new permit
and is issued as an amendment to the original permit, to which it refers and of which
it becomes a part, and said application is approved only insofar as the rights of others
will not be adversely affected thereby.

Recorded in book _____ of
Permit, at Page _____
_____ 1964

Ralph W. Thomas
Deputy
State Reclamation Engineer

28463

APPLICATION FOR PERMIT To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 5440
Permit No. G- 20461
District No.

1. Name of Applicant: **Dwayne Ford**

Postoffice address: **Alma** : **County** **Carson** **State** **Idaho**

2. Quantity of water claimed: **2.926 cubic feet per second**

(a) Rate of withdrawal in cubic feet per second **2.926** or Idaho
Miners' inches **146.3** or gallons per minute

(b) Annual withdrawal in acre feet per annum

3. Source of water supply: **Subterranean flow by well**

4. Location of point of diversion or well is in the **SE 1/4** of the **NE 1/4** of Section **1**
Twp. 16 S; **Rge. 24 E** **B.M. County of** **Carson**

5. Water is to be used for: **Irrigation and domestic purposes**

6. If for municipal, industrial or recreational purposes, give:

(a) Point of use of water is in the **1/4** of the **1/4** of Section **1** **Twp.**
Rge. **B.M.**

(b) Waste water or sewage effluent is to be returned to
at a point in the **1/4** of the **1/4** of Section **1** **Twp.** **Rge.** **B.M.**

7. Kind of works: **Well, pump and ditches**

8. Estimated cost of works: **\$3,000.00**

9. (a) Is reservoir to be used?

(b) Capacity of reservoir:

10. The time required for the completion of such work and complete application of the water to the proposed use is **five**
years

11. If applicant is a corporation, give:

I. (a) Date and place of incorporation:

(b) Amount of capital stock: \$

(c) Amount paid in: \$

(d) Names and addresses of directors:

II. The financial resources of the applicant are (a) Cash on hand: \$

(b) Treasury stock

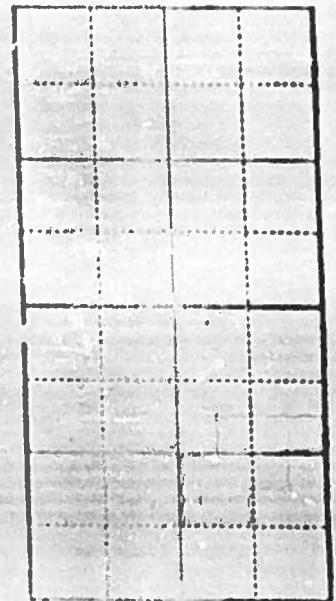
(c) Bonds to be issued:

(d) Other resources:

12. The land to be irrigated is described in the following tabulation:

13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are **Not known**

(a) **2.926** (cubic feet per second, inches, or gallons per minute) of the water herein applied for is to be supplied
mental to the existing water rights.



6/9/94

COMMUNICATION DOCUMENTATION

Claim No. STEED HEARING

A43-04090

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Frank Hitchcock

September 8, 1997 1:34pm

NAME:
OLEN WARD-UPPER RAFT RIVER

RE:
RECORDS FOR USAGES RELATED
STEED/REEDSPRINGS-HEARING.

WALK-IN AT 9:20-CW-WANTED ALL USAGES "LICENSES" FOR BRUCE DURFEE, KENT DURFEE, BRENT JONES AND BILL JONES.

DISCUSSED HIS PROTEST RE: STEED USAGES AND FLOWS FROM THE STEED ACRES.

REVIEWED BASIN 43 SEL/ALPHA CLAIMS RECORDS FOR UPPER RAFT RIVER CLAIMS ASSIGNED TO FH AND DID AN AJS58 QUERY FOR THE CLAIMS OF THE NOTED PEOPLE. COLLATED BY NUMBER AND PUT COPIES OF THE NAME LISTS USED WITH EACH SET.

WARD CALLED BACK AT 11:42 TO CONFIRM THE JONES CLAIMS BEING PULLED. HE STOPPED IN SHORTLY AFTER NOON TO PICK UP THE PROOFS LEFT FOR HIM AT THE FRONT DESK.