

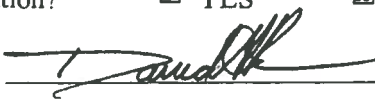
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 01 2004
Department of Water Resources

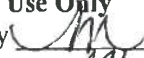
Notice of Security Interest in a Water Right

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>6072866</u>
Processed by <u>D. Sherman</u> AJ	Date <u>3-9-04</u>	WR <u>KLT did</u> Date _____

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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

David G. Brown
Assistant Vice President

SCANNED

MAR 09 2004

Recording Requested by

29177

WHEN RECORDED MAIL TO:

COPY

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

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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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 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

SCANNED

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

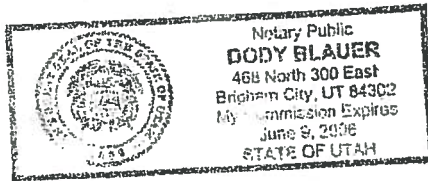
By: Michael O. Spencer
MICHAEL O. SPENCER, Partner

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

Notary Acknowledgment:

STATE OF Utah)
COUNTY OF Box Elder SS.

On this 1st day of Oct, 2008, 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.

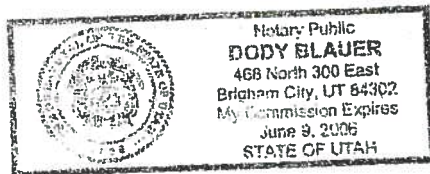


WITNESS my hand and official seal

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, 2008, 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

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

SCANNED

MAR 09 2004

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

SCANNED

MAR 09 2004

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.

SCANNED

MAR 09 2004

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 33.00 DEPUTY

AB

*03 OCT 2 PM 4 25

RECORDED AT THE REQUEST OF

LAND TITLE & ESCROW

SCANNED

MAR 09 2006

KC
05/11/2001

**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: 43-7103

NATELLA WICKEL
HC 61 BOX 1284
MALTA ID 83342
Telephone Number: (208)638-5547

WILLIAM A WICKEL
HC 61 BOX 1284
MALTA ID 83342
Telephone Number: (208)638-5547

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:

5-30-01

SIGNATURE:

William A Wickel

Please print your name: _____

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, 2087363033

RECEIVED

MAY 08 2000

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

CIVIL CASE NUMBER: 39576

Ident. Number: A43-07103

Date Received: 5/22/1989

Receipt No: M003658

Received By: KKC

5023077

AMENDED add \$41.00

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM ARDEN WICKEL

Address: HC 61BOX 1284

MALTA ID

83342

208-638-5547

OR

Name: NATELLA WICKEL

Address: HC 61BOX 1284

MALTA ID

83342

208-638-5547

2. Date of Priority: JUL 22, 1977

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13S	25E	14	SE	SE	SW		CASSIA

5. Description of diverting works:
WELL, FLOOD IRR. & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.400		

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

8. Total consumptive use is 1560.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

RECEIVED

MAY 08 2000

Department of Water Resources
Southern Region

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): William A. Nickel Date: 5-5-2000
Natella Nickel Date: 5-5-00

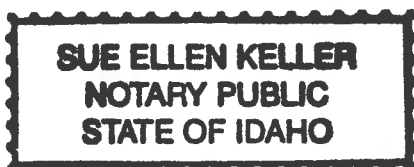
State of Idaho)
County of Cassia) SS.

Subscribed and sworn (or affirmed) before me this 5th day
of May 2000

Sue Ellen Keller
Notary Public

Seal

Residing at Albion Idaho
My Commission Expires 4-9-05



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: **A43-07103**
Date Received: 5/22/1989
Receipt No: M003658
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: WILLIAM ARDEN WICKEL 208-638-5547
Address: HC 61BOX 1284
MALTA ID 83342
OR
Name: NATELLA WICKEL 208-638-5547
Address: HC 61BOX 1284
MALTA ID 83342

2. Date of Priority: JUL 22, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13S	25E	14	SE	SE	SW		CASSIA

5. Description of diverting works:
WELL, FLOOD IRR. & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.400		

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

8. Total consumptive use is 1560.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
13S	25E	14	NE		SW		IRR	39.0
			NW		SW		IRR	25.0
			SW		SW		IRR	23.0
			SE		SW		IRR	22.0
							Section Acres	109.0
		22	NE		NE		IRR	9.0
			SE		NE		IRR	33.0
			NE		SE		IRR	5.0
							Section Acres	47.0
		23	NE		NW		IRR	17.0
			NW		NW		IRR	37.0
			SW		NW		IRR	33.0
			SE		NW		IRR	25.0
			NW		SW		IRR	10.0
							Section Acres	122.0
							Total Acres	278.0

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:
43-0075,0076,00362

14. Remarks:
NOT TO EXCEED 3. AFA/AC FOR 5 YR. PERIOD FROM ALL SOURCES.

15. Basis of Claim: PERMIT

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): William Adam Hinkel Date: 9-11-95
_____ Date: _____

State of Idaho)
County of Cassia) SS.

Subscribed and sworn (or affirmed) before me this 11th day
of Sept 19 95 Kelly K. Christensen
Notary Public

Seal

Residing at Kimberly Rd
My Commission Expires 3-2-98



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: A43-07103
Date Received: 5/22/1989
Receipt No: M003658
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM ARDEN WICKEL 208-638-5547
Address: HC 61, BOX 1284
MALTA, ID 83342

OR
Name: NATELLA WICKEL 208-638-5547
Address: HC 61, BOX 1284
MALTA, ID 83342

2. Date of Priority: JUL 22, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13S	25E	14	SE	SE	SW		CASSIA

5. Description of diverting works:
WELL, FLOOD IRR. & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.400		

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

8. Total consumptive use is 1560.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A43-07103

Page 1

Date: 08/15/89

MICROFILMED

MAR 04 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
13S	25E	14	NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
							Section Acres	160.0
		22	NE		NE		IRR	40.0
			SE		NE		IRR	40.0
			NE		SE		IRR	40.0
							Section Acres	120.0
		23	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	40.0
							Section Acres	240.0
							Total Acres	520.0

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:
43-0075,0076,00362

14. Remarks:
NOT TO EXCEED 3. AFA/AC FOR 5 YR. PERIOD FROM ALL SOURCES.

15. Basis of Claim: PERMIT

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

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

of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A43-07103
Date Received: 5/19/1989
Receipt No: 11003628
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM ARDEN WICKEL 208-638-5547
Address: HC 61, BOX 1284
MALTA, ID 83342
OR
Name: NATELLA WICKEL 208-638-5547
Address: HC 61, BOX 1284
MALTA, ID 83342

2. Date of Priority: JUL 22, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13S	25E	14	SE	SE	SW		CASSIA

5. Description of diverting works:
WELL, FLOOD IRR. & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.400		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A43-07103

Cons. Use

05/22/89

MICROFILMED
MAR 04 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
13S	25E	14	NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
							Section Acres	160.0
		22	NE		NE		IRR	40.0
			SE		NE		IRR	40.0
			NE		SE		IRR	40.0
							Section Acres	120.0
		23	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	40.0
							Section Acres	240.0
					Total Acres	520.0		

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:
43-0075,0076,00362

14. Remarks:
NOT TO EXCEED 3. AFA/AC FOR 5 YR. PERIOD FROM ALL SOURCES.

15. Basis of Claim: PERMIT

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): x William A. Nickel Date: 22 May/22/89

Date: _____

State of Idaho)
County of Cassia) SS.

Subscribed and sworn (or affirmed) before me this 22nd day
of May 19 89
Robert T. Horstelt
Notary Public

Seal

Residing at Twin Falls, Idaho
My Commission Expires 1/16/1995

Water Right Number - 43-07103

Prefix Translation:

WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - +

+ - First Name - - +

+ - - - - Address - - - - +

*** C - CURRENT OWNER ***
WICKEL

WILLIAM ARDEN

1 -
2 -
3 -
City- MALTA
Phone -

State- ID Zip- 83342

+ - - Priority Date - - +
07/22/1977+ - - Region - - - +
17 SOUTHERN+ - - Stage - - - +
P - PERMIT

+ - - Status - - - +

+ - - - - Source - - - - +
GROUNDWATER

+ - - - - Tributary - - - - +

+ - - - - Point of Diversion - - - - +
Stream Index (Blank if no Index Code)TwN Rng Sec Tract Lot Rflg County
13S 25E 14 SW SW (31) CASSIA+ - - - - Water Use - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 03/15 11/15 6.400

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
6.400

TwN	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
13S	25E	14	NE SW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	14	NW SW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	14	SW SW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	14	SE SW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	22	NE NE		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	22	SE NE		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	22	NE SE		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	22	SE SE		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	23	NE NW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	23	NW NW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	23	SW NW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	23	SE NW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	23	NE SW		40.0	01 IRRIGATION		(31) CASSIA	
13S	25E	23	NW SW		40.0	01 IRRIGATION		(31) CASSIA	

Total Acres: 520.0

+ - - Diversion Means - WELL, FLOOD IRR. & SPRINKLERS.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

MICROFILMED
MAR 04 1993

Water right number - 43-07103

Prefix Translation:

WATER RIGHT

NOT TO EXCEED 3. AFA/AC FOR 5 YR. PERIOD FROM ALL SOURCES.

Old Water Right Numbers
No Old Water Right Numbers found.

Conditions of Approval

018 - The permit holder shall either install a measuring device or
- provide a certified measurement by a professional engineer or
- install and access port or other device as specified by the
- Department.

005 - Use of water under this permit is subject to control by the
- Watermaster of State Water District No. 20DISTRICT.

007 - The permit shall not be assigned or sold without first securing
- the written approval of the Department of Water Resources.

016 - See remarks for additional conditions of approval.

R19 - A totalizing measuring device of a type approved by this
- Department shall be maintained as a part of the diverting works.

Decree Plaintiff - - - - - Decree Defendant - - - - - Decree Date - - - - -
00/00/0000

- - - - - Comments - - - - -
No Comments Found

- - - - - Audit Fields - 09/22/87 05/28/88 CONVERT

- - - - - Water Rights Dates and Flags Area - - - - -

Proof Due Date	- 08/01/1983	Field Exam Made	- 00/00/0000	Field Exam Fee	- R
Approved/Denied	- 08/02/1978	Protested Date	- 00/00/0000	Swan Falls	- Y
Proof Made Date	- 06/27/1983	Hearing Date	- 00/00/0000	Temporary Right	- P
Exam to S.O. Date	- 00/00/0000	Verified Date	- 00/00/0000	DLE/Carey Act	- 1
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 43C
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 00/00/0000	Presumption Flag	-		

MICROFILMED
MAR 04 1993

02/08/2001

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

RIGHT NUMBER: 43-7103

NAME AND ADDRESS: NATELLA WICKEL
WILLIAM ARDEN WICKEL
HC 61 BOX 1284
MALTA, ID 83342

SOURCE: GROUND WATER

VERIFIED BY, KKC

QUANTITY: 0.8 CFS
339.6 AFY

THIS RIGHT WHEN COMBINED WITH OTHER RIGHTS SHALL PROVIDE NO
MORE THAN .02 CFS PER ACRE NOR MORE THAN 4.0 AFA PER ACRE AT
THE FIELD HEADGATE FOR IRRIGATION OF THE LANDS ABOVE.

PRIORITY DATE: 07/22/1977

POINT OF DIVERSION: T13S R25E S14 NESESW 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	0.80 CFS 339.60 AFY

PLACE OF USE:

IRRIGATION Within CASSIA County

T13S R25E S14	NESW	30	T13S R25E S14	NWSW	27
T13S R25E S14	SWSW	24	T13S R25E S14	SESW	33
T13S R25E S22	NENE	9.6	T13S R25E S22	SENE	34
T13S R25E S22	NESE	4.4	T13S R25E S23	NENW	27
T13S R25E S23	NWNW	37	T13S R25E S23	SWNW	32
T13S R25E S23	SENW	22	T13S R25E S23	NWSW	12

292 ACRES TOTAL

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 292 ACRES IN A SINGLE IRRIGATION SEASON
COMBINED RIGHT NOS. 43-75, 43-76, 43-77, 43-81, 43-362,
43-363, 43-364, 43-365, 43-366, 43-367 AND 43-7103.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Water Right Number - R43-07103

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
WICKEL

WILLIAM ARDEN

1 - HC 61 BOX 1284
2 -
3 -

State- ID Zip- 83342

WICKEL

NATELLA

City- MALTA
Phone - 208-638-5547
1 - HC 61 BOX 1284
2 -
3 -

State- ID Zip- 83342

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
07/22/1977 17 SOUTHERN P - PERMIT

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract lot Rflg County
13S 25E 14 SE SE SW (31) CASSIA

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 03/15 11/15 6.400

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
6.400 1560.0

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
13S	25E	14	NE SW		30.0	01	IRRIGATION	(31) CASSIA
13S	25E	14	NW SW		27.0	01	IRRIGATION	(31) CASSIA
13S	25E	14	SW SW		24.0	01	IRRIGATION	(31) CASSIA
13S	25E	14	SE SW		33.0	01	IRRIGATION	(31) CASSIA
13S	25E	22	NE NE		9.6	01	IRRIGATION	(31) CASSIA
13S	25E	22	SE NE		34.0	01	IRRIGATION	(31) CASSIA
13S	25E	22	NE SE		4.4	01	IRRIGATION	(31) CASSIA
13S	25E	23	NE NW		27.0	01	IRRIGATION	(31) CASSIA
13S	25E	23	NW NW		37.0	01	IRRIGATION	(31) CASSIA
13S	25E	23	SW NW		32.0	01	IRRIGATION	(31) CASSIA
13S	25E	23	SE NW		22.0	01	IRRIGATION	(31) CASSIA
13S	25E	23	NW SW		12.0	01	IRRIGATION	(31) CASSIA

Total Acres: 292.0

+ - - Diversion Means - WELL, FLOOD IRR. & SPRINKLERS.

VERIFIED BY KKE

Prefix Translation: RESEARCH

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - 43-0075,0076,00362

[illegible]

4307103
A4307103

Old Water Right Numbers

A01 - Conditions of Approval -

- THIS RIGHT IS CONDITIONED UPON COMPLETION OF THE APPROPRIATION
- IN ACCORDANCE WITH THE STATUTORY PROCEDURE FOR APPROPRIATION
- OF WATER RIGHTS. THIS RIGHT REMAINS SUBJECT TO ALL CONDITIONS
- SET FORTH IN THE PERMIT UPON WHICH THIS RIGHT IS BASED, AND WILL
- BE SUBJECT TO ALL CONDITIONS SET FORTH IN THE LICENSE ISSUED BY
- IDWR UPON COMPLETION OF THE STATUTORY APPROPRIATION PROCESS.

+ - - - Decree Plaintiff - - +

Decree Defendant

+ - Decree Date - +
00/00/0000

Date: 05/12/2000	User Id: KCHRISTE	Subject: COPIED FROM REMARKS	Comments:
NOT TO EXCEED 3. AFA/AC FOR 5 YR. PERIOD FROM ALL SOURCES. IRRIGATED GROUND RATHER THAN THE BLANKET 40 ACRE PER TRACT AS *****			**** THE P/U WAS AMENDED ON 9-11-95 TO REFLECT THE ACTUAL INITIALLY FILED ON. KKC CLAIM AMENDMENT BASED UPON GIS ACRES RATHER THAN ASCS/PLANIMETER OF THE PLACE OF USE. KKC 05-08-2000
ACRES AND AN ADJUSTMENT OF THE PLACE OF USE ON THE EASTERN SIDE			

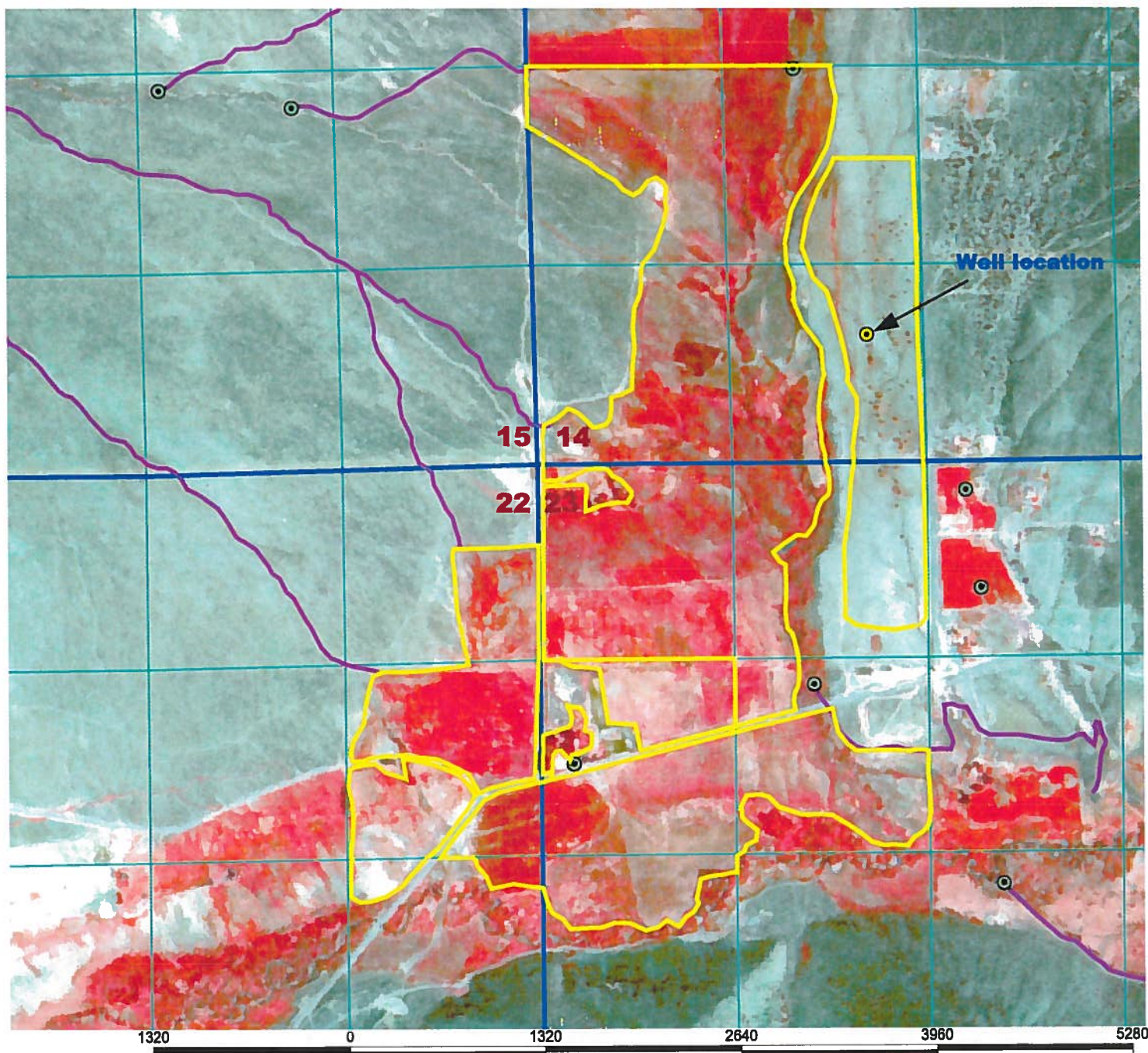
05/12/00 KCHRISTE

Adjudication Rights Dates and Flags Area

Court Report Filing	- 00/00/0000	Field Inspection Made	- 09/27/1994	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 05/12/2000	Old Judicial District	-
Claim Received Date	- 05/22/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- M003658	Water District	- 43C
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- OR	Presumption Flag	-
				Notice of Error Flag	-

IDAHO DEPARTMENT OF WATER RESOURCES

**RECOMMENDED PLACE OF USE
FOR 43-07103**



PLACE OF USE

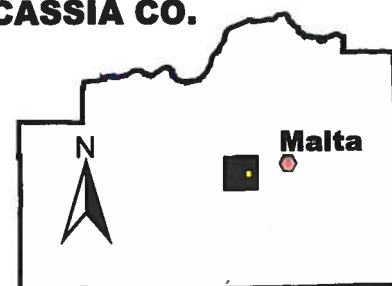
TWP 13S RNG 25E, SEC 14, 22, & 23
data entry on: May 9, 2000

GIS PLACE OF USE PRESENTATION

1987 AND/OR 1988 NAPP PHOTOGRAPHY
DATA ENTRY BY KELLY K CHRISTENSEN

-  **POINT OF DIVERSION**
-  **PLACE OF USE**
-  **SECTION LINES**
-  **QUARTER/QUARTER LINES**

CASSIA CO.



CLAIM NUMBERS

A43-07103

DATE 5-9-00

AGENT KKC

TRANSFER NUMBER

HOMESTEAD ENTRY NO.

CLAIMED ACRE TOTAL

292

GEOGRAPHIC INFO ACRES

292

	TWP	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
Permit	13S	25E	14									40	40	40	40				
AT CLAIM			14									30	27	24	33				114
GIS			14									29.6	26.8	24.4	33				
RECOMMEND			14									30	27	24	33				114
Permit	13S	25E	22	40			40									40			
AT CLAIM			22	9.6			34									4.4			48
GIS			22	9.6			34.3									4.4			
Recom			22	9.6			34									4.4			48
Permit	13S	25E	23					40	40	40	40	40	40						
AT CLAIM			23					27	37	32	22	12							130
GIS			23					26.9	37	32.1	22.2	11.9							
								27	37	32	22	12							130

B43-POU.SHP

SHAPE NOS.

224 225

226 227

B43-POD.SHP

NOS. DESCRIPTION

165 NESESW
of Sec 14

An amended adjudication claim was received 5-8-00 showing the claimed P/U described above. The amendment was based upon my field examination conversation with William & Abdel Wickel, and a subsequent GIS layout of the irrigated place of use. As the Arc View acres differed slightly (and for a larger number of acres) from the previous claimed P/U (calculated off an ASCS Photo & using a planimeter) the claim was amended to that P/U. The permit acres were not claimed in full as there is a dollar per acre variable fee

DBF TABLES UPDATED

B43-DBPOU.DBF 5-9-00

B43-DBPOD.DBF 5-9-00

JPEG LAYOUT 43-07103 WICKEL



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
222 SHOSHONE ST E
TWIN FALLS ID 83301
(208) 736-3033

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

SYSTEM ANALYSIS FOR WICKEL

Claims grouped by combined decreed P/U	Source	Comments		Claims grouped by combined decreed P/U	Source	Comments	
A43-00075	Connor Creek	PP/U = 251 ac	Rate = 1.10 cfs	A43-00362	Connor Creek	PP/U = 251 ac	Rate = 0.50 cfs
A43-00077	Spring	PP/U = 110 ac	Rate = 0.20 cfs	A43-00363	Connor Creek	PP/U = 251 ac	Rate = 0.24 cfs
				A43-00364	Connor Creek	PP/U = 251 ac	Rate = 0.40 cfs
A43-00076	Connor Creek	PP/U = 251 ac	Rate = 0.37 cfs	A43-00365	Connor Creek	PP/U = 251 ac	Rate = 0.30 cfs
A43-00078	Spring	Disallowed, spring not flowing		A43-00366	Blacksmith Creek	PP/U = 251 ac	Rate = 0.07 cfs
A43-00081	Connor Creek	PP/U = 251 ac	Rate = 0.25 cfs	A43-00367	Connor Creek	PP/U = 251 ac	Rate = 3.29 cfs
				A43-07103	Ground Water	PP/U = 292 ac	

GENERAL OVERVIEW

The current irrigated ground was originally decreed under three different systems. Mr Wickel has operated these individual decreed systems as one system within a permissible place of use. Physically it would be difficult to irrigate and/or differentiate water by a specific diversion point and decreed right as it is being applied to a majority of the ground south of the highway. A ground water permit was filed to supplement all of the decreed place of use and to also add acres east of Blacksmith Creek.

The recommended place of use is irrigated from springs, Connor Creek, Blacksmith Creek and groundwater. The primary source, however, is Connor Creek.

CONNOR CREEK SYSTEM

The Connor Creek delivery system is a combination of earth ditches and gravity fed pipelines to open discharge flood irrigation and/or sprinkler irrigation.

I found three earth ditch systems being diverted directly from Connor Creek and two gravity pipeline systems coming off two of those ditches. One pipeline system (referred to as the north system) is originates at a small pond fed by the third (eastern most) point of diversion. A second pipeline system originates at a small pond that is a part of the second ditch diversion from Connor Creek (referred to as the middle system.) There is a pump near Blacksmith Creek in Sec 23

NENW. That pump is tied into the pipeline system but is considered to be diverting wastewater previously decreed under the existing rights and just reapplying water back on the decreed P/U. That point is not recognized as a P/D.

The north pipeline system is tied into the groundwater system claimed under A43-07103 (see map.) That system ends in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14. Mr Wickel indicated that he intends on permanently tying the systems together. They can be joined with surface lines if the well water is needed on ground to the south.

The south pipeline system enters the place of use at the northwest corner of section 23. The main pipeline then runs straight south to the Elba-Malta highway. It then runs to the west side of the place of use. A branch comes off this line and runs under the highway to irrigate a portion of the ground south of the highway. At the point where the mainline first swings westerly a second line also goes south to end up south of the highway. This line is also tied into a spring system that is claimed under A43-00077.

All three of the main diversion ditches can also deliver water to the place of use independent of the pipeline system. Conveyance losses for each of the three ditches were calculated and the combined total for the three ditches was 0.93 cfs.

There are multiple smaller laterals that cross the place of use at different locations. The natural flow is from the northwest toward the southeast and/or the south. There are approximately four culverts that go under the highway to allow Connor Creek water to reach that ground south of the road and north of Cassia Creek, independent of the pipeline system.

There are some small pastures south of Cassia Creek that are sub-irrigated and are not part of the recommended place of use. Connor Creek can reach all of the found place of use except for the 'Bench' ground east of Blacksmith Creek that is irrigated by the groundwater system which is claimed under A43-07103.

BLACKSMITH CREEK SYSTEM

Blacksmith Creek is identified by the USGS as running the length of the property to eventually reach Cassia Creek. Connor Creek is shown to be tributary to Blacksmith Creek. Under normal years Blacksmith Creek water just barely reaches the property, whereas Connor Creek does reach the channel as wastewater off the irrigated place of use. Technically this water then becomes Blacksmith Creek water and is diverted from that channel just north of the Elba/Malta highway. As the source is Blacksmith Creek, that point of diversion is recognized under A43-00366.

Blacksmith Creek has been used primarily on the 11 acres surrounding the stream channel as it enters the north end of the property. The delivery system is more a continuation of the northern neighbor's system than a fully independent delivery system for this right alone. This right overlaps with the groundwater system through the northern pipeline system and Connor Creek through the pipeline system and/or the earth ditch system from the eastern most point of diversion from Connor Creek. Mr Wickel indicated that during years when Blacksmith Creek water is available, it can be integrated into the Connor Creek system and can reach a majority of the irrigated place of use.

SPRING SYSTEM

There were two claims with springs as the source. During the 1995 field visit I discussed A43-00078 with Mr Wickel. He indicated that the spring source for that claim has not produced water

for a number of years and it is no longer part of his irrigation system. We agreed that it would be recommended as disallowed.

The second spring system is claimed under A43-00077 and I found that spring just south of the farmstead and against the northern boarder of the Elba-Almo highway. That spring can be gravity fed to the ground south of the highway for flood irrigation and/or tied into the pipeline as previously described above. The water is delivered through the pipeline to sprinkle irrigate new seeding for ground in sections 22 and 23.

GROUNDWATER SYSTEM A43-07103

The permit was approved for a place of use covering the irrigated ground at 40 acres per each tract. The identified place of use was the ground irrigated under the surface water rights and new acres east of Blacksmith Creek on top of the 'bench'. The groundwater system is primarily used to irrigate the ground on the upper (eastern) bench area through a pipeline and hand line system. The mainline can, however, be tied into the Connor Creek pipeline system and therefore reach all of the irrigated ground. When new seeding is planted he sometimes uses the groundwater to 'irrigate up' the seedlings to the point where they have enough root system to withstand flood irrigation from the other systems.

When the adjudication department started claims review in that area in 1994, Jim (for allocations) and I (for the adjudication) reviewed this system. I reached that property for review on October 13, 1994 and conducted a field examination. In the course of my claims review I found that the agent that assisted Mr Wickel in completing the adjudication filings, incorrectly calculated the variable fees. They were under assessed. I discussed this with Mr Wickel and presented him with several options. One was for him to pay all variable fees as claimed. This would have been a variable fee of \$520.00 for this permit. As considerably less acreage was being irrigated, Mr Wickel elected to determine the actual irrigated place of use and then pay the additional variable fees due on those acres only. I determined the place of use from an ASCS aerial photograph using the planimeter. I found 278 acres. I presented this to him in 1995 and he amended his claim to those acres and paid the difference due for the variable fees. Some of the other adjudication claims were also amended to correct the place of use at that time. In 2000, I developed a tentative recommended place of use using GIS finding 292 acres. I discussed the place of use with Ardel and William Wickel and they identified some areas on the GIS layout that required modification. After making the modifications I found that the ground west of Blacksmith Creek retained the same total acreage but slightly shifted between the various quarter/quarters. The permitted place of use on the 'bench' increased by 14 acres. Once again Mr Wickel amended the claim and paid the additional variable fees due. This amendment represents my recommendation of the irrigated place of use. See the GIS layout and the associated land listing for the recommended place of use.

DIVERSION RATE RECOMMENDATION

The permit was for 6.40 cfs but proof of beneficial use was submitted on 8-26-86 for only 2.00 cfs.

Jim Stanton conducted a field examination on 8-4-87 and measured the diversion system at 0.80 cfs using an annubar and manometer. At that time Mr Wickel did not feel that that measurement represented the system capacity as the measurement was late in the fall.

I did not measure the system during my initial field examination in 1994 as power had been turned off. We agreed to measure the system during the next irrigation system. This did not happen as the adjudication section was directed to do field verification in Custer County instead.

In 1999 the adjudication section was again assigned B43 for review. As there was a summer temp available to conduct measurements, Amanda Folsom was assigned to determine the system capacity and to review the irrigated place of use. She measured the system 10-4-99 and found 0.68 cfs. This is less than the rate measured by Jim Stanton in 1987. I recommend that the department recognize Jim's measurement as it was a valid measurement at that time and it also demonstrated the system capacity at that time. The causes for a lower measurement in 1999 are not known, as it could be a combination of several factors.

SUMMARY NOTES

1. The total of all rights decreed from Connor Cr = 6.45 cfs

$$\begin{aligned} 251 \text{ acres} * .02 &= 5.02 \text{ cfs} \\ \text{conveyance losses} &= \underline{0.93 \text{ cfs}} \text{ (Connor Creek ditches combined)} \\ \text{total} &= 5.95 \text{ cfs} \end{aligned}$$

No individual right exceeds 5.95 cfs. When all rights are combined they are limited to 5.95 cfs. (Qnt Rmk)

A Conveyance loss remark for 0.93 cfs for the Connor Creek rights is necessary. (Exp Rmk)

The spring right (43-00077 and the Blacksmith right (43-00366) are each put to beneficial use at the point of diversion, therefore no conveyance losses are necessary.

When the Connor Creek and spring rights are combined they are limited to 251 acres. When all rights are combined they are limited to 292 acres. (Pou1 Rmk)

As previously stated, there are three parcels with combined decreed rights. Each parcel has a unique limiting acreage.

Decreed P/U	Claims within the decreed PP/U	acre limit
Parcel 1	43-00075 and 43-00077	76 acres
Parcel 2	43-00076, 43-00078, and 43-00081	39 acres
Parcel 3	43-00362, 43-00363, 43-00364, 43-00365, 43-00366, and 43-00367	137 acres

2. Volume comparison for A43-07103. (the permit season of use is 3-15 to 11-15)

$$\begin{aligned} 0.80 \text{ cfs} * 244 \text{ days} * 1.98 \text{ af} &\approx 387 \text{ afa} \\ 292 \text{ acres} * 4 \text{ af} &= 1,168 \text{ afa} \end{aligned}$$

The system capacity at 387 afa is the limiting factor for this right.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

09:44:28
05/10/00

PAGE: 23
QUICKLOOK INFORMATION

66
CLAIM NUMBER: A43-07103

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	Y		9-27-94 KRC	Permit no	KRC 5/2/00			
POINT OF DIV				chg				
SOURCE								
PLACE OF USE	Y							
DIV. AMOUNT CFS/VOLUME								
CONSUMPTIVE USE	-							
PURPOSES OF USE								
PERIOD OF USE								
BASIS OF CLAIM								
REMARKS	Y							

*Recommended
as claimed
Permit*

BARCODE UPDATED
WHOM/DATE

KRC
5-12-00

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

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION	COPY INCLUDE IN FILE?
() ORTHOPHOTOQUAD	DATE OF PHOTO _____ IDWR ID NO. _____	Y() N()
() TOPOGRAPHIC	DATE FIELD CHECKED _____ IDWR ID NO. _____	Y() N()
() NAPP	DATE OF PHOTO _____ IDWR ID NO. _____	Y() N()
() ASCS AERIAL PHOTO	DATE OF PHOTO _____	Y() N()
() ASCS COLOR SLIDE	DATE OF PHOTO _____	Y() N()
() BLM OR USFS AERIAL PHOTO	DATE OF PHOTO _____	Y() N()
() TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY _____	Y() N()
() SCS SOIL SURVEY MAP	DATE ISSUED _____	Y() N()
() SUBDIVISION PLAT MAP	DATE OF MAP _____	Y() N()
() OTHER _____	DATE _____	Y() N()
() OTHER _____	DATE _____	Y() N()
() OTHER _____	DATE _____	Y() N()

*Recommendation
based upon the permit
and claim.*

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF PAGES	NOTES
() LICENSING FIELD EXAM	DATE OF FIELD EXAM _____		<i>linked with Ajrevious file at S.O. as of 5-12-00</i>
() WATER RIGHT LICENSE	DATE LICENSE SIGNED _____		
() IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____		
☒ SYSTEM DESCRIPTION	DATE DRAWN _____	<i>1</i>	<i>drawn on enlarged ortho photo.</i>
☒ PHOTOGRAPHS	DATE(S) PHOTOS TAKEN _____	<i>2</i>	<i>additional photos in 43-00075</i>
() ~~SPLIT RIGHT REVIEW~~	<i>Preliminary P/U map</i> DATE REVIEW COMPLETED _____	<i>2</i>	<i>P/U amended after map drawn.</i>
() ~~HUBBLE ANALYSTS~~	<i>Photo locations</i> DATE ANALYSIS COMPLETED _____	<i>1</i>	<i>marked on ASCS photo.</i>
() ~~CONVEYANCE LOSS ANALYSTS~~	<i>System analysis narrative</i> DATE ANALYSIS COMPLETED _____	<i>4</i>	<i>Covers all rights on the Winkel farm.</i>
() FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____		
() OTHER <i>GIS LAYOUT Recommendation</i>	DATE _____	<i>1</i>	
() OTHER <i>GIS LAND LISTING</i>	DATE _____	<i>1</i>	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

09:44:28
05/10/00

PAGE: 1
GENERAL INFORMATION

44
CLAIM NUMBER: A43-07103

LAST: WICKEL FIRST: WILLIAM ARDEN
ADDRESS: HC 61BOX 1284
CITY: MALTA STATE: ID ZIP: 83342
PHONE NUMBER: 208-638-5547

OWNER CODE: C

LAST: WICKEL FIRST: NATELLA
ADDRESS: HC 61BOX 1284
CITY: MALTA STATE: ID ZIP: 83342
PHONE NUMBER: 208-638-5547

OWNER CODE: C

FIELD EXAM REQUIRED?	DATABASE	FIELD EXAMINER
VERIFICATION REQUIRED DUE TO REMARKS?	Y	Y() N()

CLAIM REMARKS: GEN NOT TO EXCEED 3. AFA/AC FOR 5 YR. PERIOD FROM ALL SOURCES.
**** THE P/U WAS AMENDED ON 9-11-95 TO REFLECT THE ACTUAL
IRRIGATED GROUND RATHER THAN THE BLANKET 40 ACRE PER TRACT AS
INITIALLY FILED ON. KKC

CLAIM AMENDMENT BASED UPON GIS ACRES RATHER THAN ASCS/PLANIMETER
ACRES AND AN ADJUSTMENT OF THE PLACE OF USE ON THE EASTERN SIDE
OF THE PLACE OF USE. KKC 05-08-2000

CONTACT PERSON: William and Arden Wichel (father & son) PHONE NUMBER: () -

DATE OF FIELD EXAM: 9/27/94 APPOINTMENT MADE: Y() N() TIME: : A() P()

ACCOMPANIED BY: PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT:

DIRECTIONS TO PROPERTY / NOTES:

Several exams were conducted verifying portions of this system and/or other systems related to the Wichel irrigation system. The information was gathered as part of the allocations field exam for licensing purposes. It is expected that the permit will be licensed prior to the decree. Data in this report is regarded as information only at this time.

A. AJ CLAIM: # A43-07103 PRIORITY DATE: 07-22-1977 STAGE: P

B. WR RECORD: # 43-07103 PRIORITY DATE: 07-22-1977 STAGE: P

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y() N()

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

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

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

PROOF OF BENEFICIAL USE SUBMITTED N/A() Y() N()

FIELD EXAM COMPLETED N/A() Y() N()

FIELD EXAM SENT TO STATE OFFICE N/A() Y() N()

LICENSE ISSUED N/A() Y() N()

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED? N/A() Y() N()

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y() N()

NOTES: *Recommend permit date
subject to the claim*

RECOMMENDED PRIORITY DATE:

7-22-77

REVIEWED BY KKC

DATE 5-12-00

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMB
A43-07103	13S	25E	14	SE	SE	SW			CASSIA		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
NONE NONE

WR RECORDS IN SAME 40 ACRE TRACT
NONE

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMB
43-07103	13S	25E	14		SW	SW			CASSIA		

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

SOURCE: GROUNDWATER

TRIB:

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

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

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

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

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

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

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

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

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM) Y() N()

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

OTHER (DESCRIBE IN NOTES BELOW)

NOTES: P/O found in Sec 14 NESESE

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

							POD				
TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	FLAG	COUNTY	DIVERSION NAME	DIVERSION NB	
13S	25E	14	SE	SE	SW			CASSIA			
Recommend permit P/O.											

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY: KKC DATE:

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

A. ROOT WATER RIGHT NUMBERS: A43-07103
R43-07103

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
13S	25E	14	NE	SW		WICKEL, WILLIAM ARDEN	A43-07103 / 30.0	43-07103 / 40.0	29.0		
			NE	SW		WICKEL, WILLIAM A	A43-00076 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	A43-00081 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	A43-00362 / 17.0	43-00362 /			
			NE	SW		WICKEL, WILLIAM A	A43-00363 / 17.0	43-00363 /			
			NE	SW		WICKEL, NATELLA	A43-00364 / 17.0	43-00364 /			
			NE	SW		WICKEL, WILLIAM A	R43-00081 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	R43-00362 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	R43-00363 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	R43-00364 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	R43-00365 / 17.0	43-00365 /			
			NE	SW		WICKEL, NATELLA	R43-00366 / 17.0	43-00366 /			
			NE	SW		WICKEL, WILLIAM A	R43-00367 / 17.0	43-00367 /			
			NE	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 39.0	- /			
			NE	SW		WICKEL, NATELLA	A43-00366 / 17.0	- /			
			NE	SW		WICKEL, NATELLA	A43-00365 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	A43-00367 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	R43-00076 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	A43-00075 / 17.0	- /			
			NE	SW		WICKEL, WILLIAM A	R43-00075 / 17.0	- /			
13S	25E	14	NW	SW		WICKEL, WILLIAM ARDEN	A43-07103 / 25.0	43-07103 / 24.0			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 17.0	43-00362 /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 17.0	43-00363 /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 17.0	43-00364 /			
			NW	SW		WICKEL, WILLIAM A	A43-00367 / 17.0	43-00367 /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 17.0	43-00365 /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 17.0	43-00366 /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 25.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00366 / 17.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 17.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 17.0	- /			
			NW	SW		CASSIA CREEK IRRIGATION CO.		43-00015 /			

SEE GIS LAYOUT AND LAND LIST FORM
SHOWING ACRE COMPARISON AND
RECOMMENDATION
KKC

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
13S	25E	14	SW	SW		WICKEL, WILLIAM ARDEN	A43-07103 / 24.0	43-07103 / 40.0	21.0		
			SW	SW		WICKEL, WILLIAM A	R43-00075 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	A43-00076 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	A43-00081 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	A43-00362 / 23.0	43-00362 /			
			SW	SW		WICKEL, WILLIAM A	A43-00363 / 23.0	43-00363 /			
			SW	SW		WICKEL, NATELLA	A43-00364 / 23.0	43-00364 /			
			SW	SW		WICKEL, WILLIAM A	A43-00367 / 23.0	43-00367 /			
			SW	SW		WICKEL, WILLIAM A	R43-00076 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	R43-00081 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	R43-00362 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	R43-00363 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	R43-00364 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	R43-00365 / 23.0	43-00365 /			
			SW	SW		WICKEL, NATELLA	R43-00366 / 23.0	43-00366 /			
			SW	SW		WICKEL, WILLIAM A	R43-00367 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 23.0	- /			
			SW	SW		WICKEL, NATELLA	A43-00366 / 23.0	- /			
			SW	SW		WICKEL, NATELLA	A43-00365 / 23.0	- /			
			SW	SW		WICKEL, WILLIAM A	A43-00075 / 23.0	- /			
13S	25E	14	SE	SW		WICKEL, WILLIAM ARDEN	A43-07103 / 33.0	43-07103 / 40.0	28.0		
			SE	SW		WICKEL, WILLIAM A	R43-00075 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	A43-00076 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	A43-00081 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	A43-DD362 / 17.0	43-00362 /			
			SE	SW		WICKEL, WILLIAM A	A43-00363 / 17.0	43-00363 /			
			SE	SW		WICKEL, NATELLA	A43-00364 / 17.0	43-00364 /			
			SE	SW		WICKEL, NATELLA	A43-00365 / 17.0	43-00365 /			
			SE	SW		WICKEL, WILLIAM A	A43-00367 / 17.0	43-00367 /			
			SE	SW		WICKEL, WILLIAM A	R43-00076 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	R43-00081 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	R43-00362 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	R43-00363 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	R43-00364 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	R43-00365 / 17.0	- /			
			SE	SW		WICKEL, NATELLA	R43-00366 / 17.0	43-00366 /			
			SE	SW		WICKEL, WILLIAM A	R43-00367 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 22.0	- /			
			SE	SW		WICKEL, NATELLA	A43-00366 / 17.0	- /			
			SE	SW		WICKEL, WILLIAM A	A43-00075 / 17.0	- /			
13S	25E	22	NE	NE		WICKEL, WILLIAM ARDEN	A43-07103 / 9.6	43-07103 / 40.0	10.0		
			NE	NE		WICKEL, WILLIAM A	A43-00077 / 9.0	43-00077 /			
			NE	NE		WICKEL, WILLIAM A	R43-00075 / 9.0	43-00075 /			
			NE	NE		WICKEL, WILLIAM A	R43-00077 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	A43-00076 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	A43-00081 / 9.0	- /			

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			NE	NE		WICKEL, WILLIAM A	A43-00362 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	A43-00363 / 9.0	- /			
			NE	NE		WICKEL, NATELLA	A43-00364 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	R43-00076 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	R43-00081 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	R43-00362 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	R43-00363 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	R43-00364 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	R43-00365 / 9.0	- /			
			NE	NE		WICKEL, NATELLA	R43-00366 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	R43-00367 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM ARDEN	R43-07103 / 9.0	- /			
			NE	NE		WICKEL, NATELLA	A43-00366 / 9.0	- /			
			NE	NE		WICKEL, NATELLA	A43-00365 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	A43-00367 / 9.0	- /			
			NE	NE		WICKEL, WILLIAM A	A43-00075 / 9.0	- /			
13S	25E	22	SE	NE		WICKEL, WILLIAM ARDEN	A43-07103 / 34.0	43-07103 / 40.0	39.0		
			SE	NE		WICKEL, WILLIAM A	A43-00078 / 27.0	43-00078 /			
			SE	NE		WICKEL, WILLIAM A	R43-00075 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00077 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	A43-00076 / 33.0	43-00076 /			
			SE	NE		WICKEL, WILLIAM A	A43-00081 / 33.0	43-00081 /			
			SE	NE		WICKEL, WILLIAM A	A43-00362 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	A43-00363 / 33.0	- /			
			SE	NE		WICKEL, NATELLA	A43-00364 / 33.0	- /			
			SE	NE		WICKEL, NATELLA	A43-00365 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00081 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00362 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00363 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00364 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00365 / 33.0	- /			
			SE	NE		WICKEL, NATELLA	R43-00366 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00367 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM ARDEN	R43-07103 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00078 / 27.0	- /			
			SE	NE		WICKEL, NATELLA	A43-00366 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	A43-00367 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	R43-00076 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	A43-00075 / 33.0	- /			
			SE	NE		WICKEL, WILLIAM A	A43-00077 / 33.0	- /			
			SE	NE		CASSIA CREEK IRRIGATION CO.		43-00015 /			
13S	25E	22	NE	SE		WICKEL, WILLIAM ARDEN	A43-07103 / 4.4	43-07103 / 40.0	27.0		
			NE	SE		WICKEL, WILLIAM A	R43-00075 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00077 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	A43-00403B / 6.0	- /			
			NE	SE		WICKEL, WILLIAM A	A43-00076 / 5.0	43-00076 /			

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			NE	SE		WICKEL, WILLIAM A	A43-00081 / 5.0	43-00081 /			
			NE	SE		WICKEL, WILLIAM A	A43-00362 / 5.0	- /			
			NE	SE		WICKEL, NATELLA	A43-00364 / 5.0	- /			
			NE	SE		WICKEL, NATELLA	A43-00365 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00076 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00081 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00362 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00363 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00364 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00365 / 5.0	- /			
			NE	SE		WICKEL, NATELLA	R43-00366 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	R43-00367 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM ARDEN	R43-07103 / 5.0	- /			
			NE	SE		WICKEL, NATELLA	A43-00366 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	A43-00363 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	A43-00367 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	A43-00075 / 5.0	- /			
			NE	SE		WICKEL, WILLIAM A	A43-00077 / 5.0	- /			
			NE	SE		CASSIA CREEK IRRIGATION CO.		43-00015 /			
			NE	SE		BIGLER, HENRY E.		43-00078 /			
13S	25E	23	NE	NW		WICKEL, WILLIAM ARDEN	A43-07103 / 27.0	43-07103 / 40.0	31.0		
			NE	NW		WICKEL, WILLIAM A	R43-00075 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	A43-00076 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	A43-00081 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	A43-00362 / 17.0	43-00362 /			
			NE	NW		WICKEL, WILLIAM A	A43-00363 / 17.0	43-00363 /			
			NE	NW		WICKEL, NATELLA	A43-00364 / 17.0	43-00364 /			
			NE	NW		WICKEL, NATELLA	A43-00365 / 17.0	43-00365 /			
			NE	NW		WICKEL, WILLIAM A	R43-00076 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	R43-00081 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	R43-00362 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	R43-00363 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	R43-00364 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	R43-00365 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	R43-00367 / 17.0	43-00367 /			
			NE	NW		WICKEL, WILLIAM ARDEN	R43-07103 / 17.0	- /			
			NE	NW		WICKEL, WILLIAM A	A43-00367 / 17.0	- /			
			NE	NW		WICKEL, NATELLA	R43-00366 / 17.0	43-00366 /			
			NE	NW		WICKEL, WILLIAM A	A43-00075 / 17.0	- /			
			NE	NW		WICKEL, NATELLA	A43-00366 / 17.0	- /			
			NE	NW		CASSIA CREEK IRRIGATION CO.		43-00015 /			
13S	25E	23	NW	NW		WICKEL, WILLIAM ARDEN	A43-07103 / 37.0	43-07103 / 40.0	38.0		
			NW	NW		WICKEL, WILLIAM A	A43-00076 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	A43-00081 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	A43-00362 / 37.0	43-00362 /			
			NW	NW		WICKEL, WILLIAM A	A43-00363 / 37.0	43-00363 /			

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			NW	NW		WICKEL, NATELLA	A43-00364 / 37.0	43-00364 /			
			NW	NW		WICKEL, NATELLA	A43-00365 / 37.0	43-00365 /			
			NW	NW		WICKEL, WILLIAM A	R43-00076 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	R43-00081 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	R43-00362 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	R43-00363 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	R43-00364 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	R43-00365 / 37.0	- /			
			NW	NW		WICKEL, NATELLA	R43-00366 / 37.0	43-00366 /			
			NW	NW		WICKEL, WILLIAM A	R43-00367 / 37.0	43-00367 /			
			NW	NW		WICKEL, WILLIAM ARDEN	R43-07103 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	A43-00367 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	A43-00075 / 37.0	- /			
			NW	NW		WICKEL, WILLIAM A	R43-00075 / 37.0	- /			
			NW	NW		WICKEL, NATELLA	A43-00366 / 37.0	- /			
			NW	NW		CASSIA CREEK IRRIGATION CO.		43-00015 /			
13S	25E	23	SW	NW		WICKEL, WILLIAM ARDEN	A43-07103 / 32.0	43-07103 / 40.0	40.0		
			SW	NW		WICKEL, WILLIAM A	A43-00075 / 33.0	43-00075 /			
			SW	NW		WICKEL, WILLIAM A	R43-00077 / 33.0	43-00077 /			
			SW	NW		WICKEL, WILLIAM A	A43-00076 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	A43-00081 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	A43-00362 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	A43-00363 / 33.0	- /			
			SW	NW		WICKEL, NATELLA	A43-00364 / 33.0	- /			
			SW	NW		WICKEL, NATELLA	A43-00365 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00076 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00081 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00362 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00363 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00364 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00365 / 33.0	- /			
			SW	NW		WICKEL, NATELLA	R43-00366 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00367 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM ARDEN	R43-07103 / 33.0	- /			
			SW	NW		WICKEL, NATELLA	A43-00366 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	A43-00367 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	A43-00077 / 33.0	- /			
			SW	NW		WICKEL, WILLIAM A	R43-00075 / 33.0	- /			
			SW	NW		CASSIA CREEK IRRIGATION CO.		43-00015 /			
13S	25E	23	SE	NW		WICKEL, WILLIAM ARDEN	A43-07103 / 22.0	43-07103 / 40.0	36.0		
			SE	NW		WICKEL, WILLIAM A	A43-00075 / 25.0	43-00075 /			
			SE	NW		WICKEL, WILLIAM A	A43-00077 / 25.0	43-00077 /			
			SE	NW		WICKEL, WILLIAM A	R43-00077 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	A43-00076 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	A43-00081 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	A43-00362 / 25.0	- /			

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			SE	NW		WICKEL, WILLIAM A	A43-00363 / 25.0	- /			
			SE	NW		WICKEL, NATELLA	A43-00364 / 25.0	- /			
			SE	NW		WICKEL, NATELLA	A43-00365 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00076 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00081 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00362 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00363 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00364 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00365 / 25.0	- /			
			SE	NW		WICKEL, NATELLA	R43-00366 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00367 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM ARDEN	R43-07103 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	A43-00367 / 25.0	- /			
			SE	NW		WICKEL, WILLIAM A	R43-00075 / 25.0	- /			
			SE	NW		WICKEL, NATELLA	A43-00366 / 25.0	- /			
			SE	NW		CASSIA CREEK IRRIGATION CO.		43-00015 /			
13S	25E	23	NW	SW		WICKEL, WILLIAM ARDEN	A43-07103 / 12.0	43-07103 / 40.0	21.0		
			NW	SW		WICKEL, WILLIAM A	A43-00077 / 10.0	43-00077 /			
			NW	SW		WICKEL, WILLIAM A	R43-00075 / 10.0	43-00075 /			
			NW	SW		WICKEL, WILLIAM A	R43-00077 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 12.0	43-07103 / 40.0	21.0		
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00077 / 10.0	43-00077 /			
			NW	SW		WICKEL, WILLIAM A	R43-00075 / 10.0	43-00075 /			
			NW	SW		WICKEL, WILLIAM A	R43-00077 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 12.0	43-07103 / 40.0	21.0		
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00077 / 10.0	43-00077 /			
			NW	SW		WICKEL, WILLIAM A	R43-00075 / 10.0	43-00075 /			
			NW	SW		WICKEL, WILLIAM A	R43-00077 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 12.0	43-07103 / 40.0	21.0		
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00077 / 10.0	43-00077 /			
			NW	SW		WICKEL, WILLIAM A	R43-00075 / 10.0	43-00075 /			
			NW	SW		WICKEL, WILLIAM A	R43-00077 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 12.0	43-07103 / 40.0	21.0		
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00077 / 10.0	43-00077 /			
			NW	SW		WICKEL, WILLIAM A	R43-00075 / 10.0	43-00075 /			
			NW	SW		WICKEL, WILLIAM A	R43-00077 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 12.0	43-07103 / 40.0	21.0		
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00077 / 10.0	43-00077 /			
			NW	SW		WICKEL, WILLIAM A	R43-00075 / 10.0	43-00075 /			
			NW	SW		WICKEL, WILLIAM A	R43-00077 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM ARDEN	R43-07103 / 12.0	43-07103 / 40.0	21.0		
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00077 / 10.0	43-00077 /			
			NW	SW		WICKEL, WILLIAM A	R43-00075 / 10.0	43-00075 /			
			NW	SW		WICKEL, WILLIAM A	R43-00077 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	A43-00363 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00364 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	A43-00365 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00076 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00081 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00362 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00363 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00364 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00365 / 10.0	- /			
			NW	SW		WICKEL, NATELLA	R43-00366 / 10.0	- /			
			NW	SW		WICKEL, WILLIAM A	R43-00367 / 10.0	- /			

ADDITIONAL POU FOUND

TOTAL ACRES	A43-07103	292.00	480.00	344.00
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POU COUNTY: CASSIA

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

Y() N(☒)

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

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A43-07103	GROUNDWATER	WICKEL, WILLIAM ARDEN	6.400	0.021		
A43-00075	CONNER CREEK	WICKEL, WILLIAM A	1.100	0.004		
R43-00075	CONNER CREEK	WICKEL, WILLIAM A	1.100	0.004		
R43-00076	CONNER CREEK	WICKEL, WILLIAM A	0.370	0.001		
A43-00076	CONNER CREEK	WICKEL, WILLIAM A	0.370	0.001		
A43-00077	SPRING	WICKEL, WILLIAM A	0.200	0.001		
R43-00077	SPRING	WICKEL, WILLIAM A	0.200	0.001		
A43-00078	SPRING FED POND	WICKEL, WILLIAM A	0.080	0.002		
R43-00078	SPRING FED POND	WICKEL, WILLIAM A	0.080	0.002		
R43-00081	CONNER CREEK	WICKEL, WILLIAM A	0.250			
A43-00081	CONNER CREEK	WICKEL, WILLIAM A	0.250			
A43-00362	CONNER CREEK	WICKEL, WILLIAM A	0.500	0.001		
R43-00362	CONNER CREEK	WICKEL, WILLIAM A	0.500	0.001		
R43-00363	CONNOR CREEK	WICKEL, WILLIAM A	0.240			
A43-00363	CONNOR CREEK	WICKEL, WILLIAM A	0.240			
R43-00364	CONNER CREEK	WICKEL, WILLIAM A	0.400	0.001		
A43-00364	CONNER CREEK	WICKEL, NATELLA	0.400	0.001		
R43-00365	CONNER CREEK	WICKEL, WILLIAM A	0.300	0.001		
A43-00365	CONNER CREEK	WICKEL, NATELLA	0.300	0.001		
R43-00366	BLACKSMITH CREEK	WICKEL, NATELLA	0.070			
A43-00366	BLACKSMITH CREEK	WICKEL, NATELLA	0.070			
A43-00367	CONNOR CREEK	WICKEL, WILLIAM A	3.290	0.013		
R43-00367	CONNOR CREEK	WICKEL, WILLIAM A	3.290	0.013		
A43-00403B	CASSIA CREEK	WICKEL, WILLIAM A	0.250	0.041		
R43-07103	GROUNDWATER	WICKEL, WILLIAM ARDEN	6.400	0.023		

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

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

Y() N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: 43-0075,0076,00362

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

N/A() Y() N()

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

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

N/A() Y() N()

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

Y() N()

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

Y() N()

*Recommend as claimed
Pending licensing*

[illegible]

TOTAL ACRES:

REVIEWED BY:

N/A()

DATE:

5-12-00

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A43-07103 IRRIGATION	FROM 03-15 TO 11-15	6.400 CFS	
TOTAL DIVERSION RATE/VOLUME		6.400 CFS	

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
43-07103 IRRIGATION	FROM 03-15 TO 11-15	6.400 CFS	
TOTAL DIVERSION RATE/VOLUME		6.400 CFS	

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE? Y() N()

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

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

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM? Y() N()

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS? Y() N()

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS? Y() N()

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

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

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

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A() Y() N()

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

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

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A() Y() N()

*Recommended as claimed
Pending licensing*

PAGE: 16

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

59

CLAIM NUMBER: A43-07103

NOTES: _____

AJ CLAIM TOTAL DIVERSION RATE: 6.400 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 6.400 CFS

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

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

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

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

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

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y() N()

E. FLOW MEASUREMENT
MEASUREMENT METHOD .80 see licensing field exam, SEE ATTACHED CALCULATIONS. Recon as claimed
pending license

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

1b. CALCULATIONS

ACRES _____ x 0.02 CFS/ACRE = _____ CFS
(Taken from pou review)

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

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

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A
ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =
TOTAL DIVERSION VOLUME _____ AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 1560.0 AF/A
ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =
TOTAL CONSUMPTIVE USE _____ AF/A

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

NOTES:

WR RECORD CONDITIONS/REMARKS:

- 018 - The right holder shall either install a measuring device or
- provide a certified measurement by a professional engineer or
- install an access port or other device as specified by the
- Department.
- 005 - Use of water under this right is subject to control by the
- watermaster of State Water District No. 43C.
- 007 - The right holder shall not assign or sell the permit without
- first securing the written approval of the Department of Water
- Resources.
- 016 - See remarks for additional conditions of approval.
- R19 - The right holder shall maintain a totalizing measuring device of

PAGE: 19

DIVERSION AMOUNT REVIEW SHEET CONTINUED

62

CLAIM NUMBER: A43-07103

-
- a type approved by the Department as a part of the diverting
 - works.

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
		DATABASE EXAMINER	DATABASE EXAMINER	DATABASE EXAMINER
IRRIGATION	03-15 11-15	6.400		1560.0
Recommend as claimed Pending licensing				
TOTAL FOR THIS RIGHT		6.400		1560.0

NON-IRRIGATION USES CLAIMED: NONE

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

REVIEWED BY: KKC DATE: 5-12-00

FLAG:

STANDARD CONDITIONS (CODE):

STANDARD REMARKS (CODE):

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	()	()
FORFEIT/ABANDON _____	()	()
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 43-07103

	DATABASE	EXAMINER	CFS
TOTAL DIVERSION RATE OF WR SPLITS	6.400	_____	

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A43-07103	6.400	R43-07103	6.400	43-07103	6.400
TOTAL CFS		6.400		6.400		6.400

DIVERSION RATE REVIEW

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

DATABASE	FIELD EXAMINER
Y	Y() N()

NOTES:

AUTHENTICATION:

SIGNATURE: Kelly K. Christensen DATE: 5-12-00

NAME OF FIELD EXAMINER: _____ TITLE: Sr Water Resource Agent

$$\begin{array}{r} 15 \quad 14 \\ + \quad + \\ 22 \quad 23 \end{array}$$

PAGE 1/2
RECOMMENDED P/U FOR CONNOR CREEK
SYSTEM. OVERLAPS WITH BLACKSMITH
CREEK P/U AND A PORTION OF THE
GROUNDWATER SYSTEM

info from field exam on
10-13-94 KPC for
Connecticut. Jim Sykes

CLAIM _____
T. R. S. Q/Q _____
P/D _____
PHOTO ID. _____
DATE _____
INIT _____

TEETER, N.Y.
PROCESS NO. 3-9-68
BY SEAW

**BowCut
20¢ Pies**

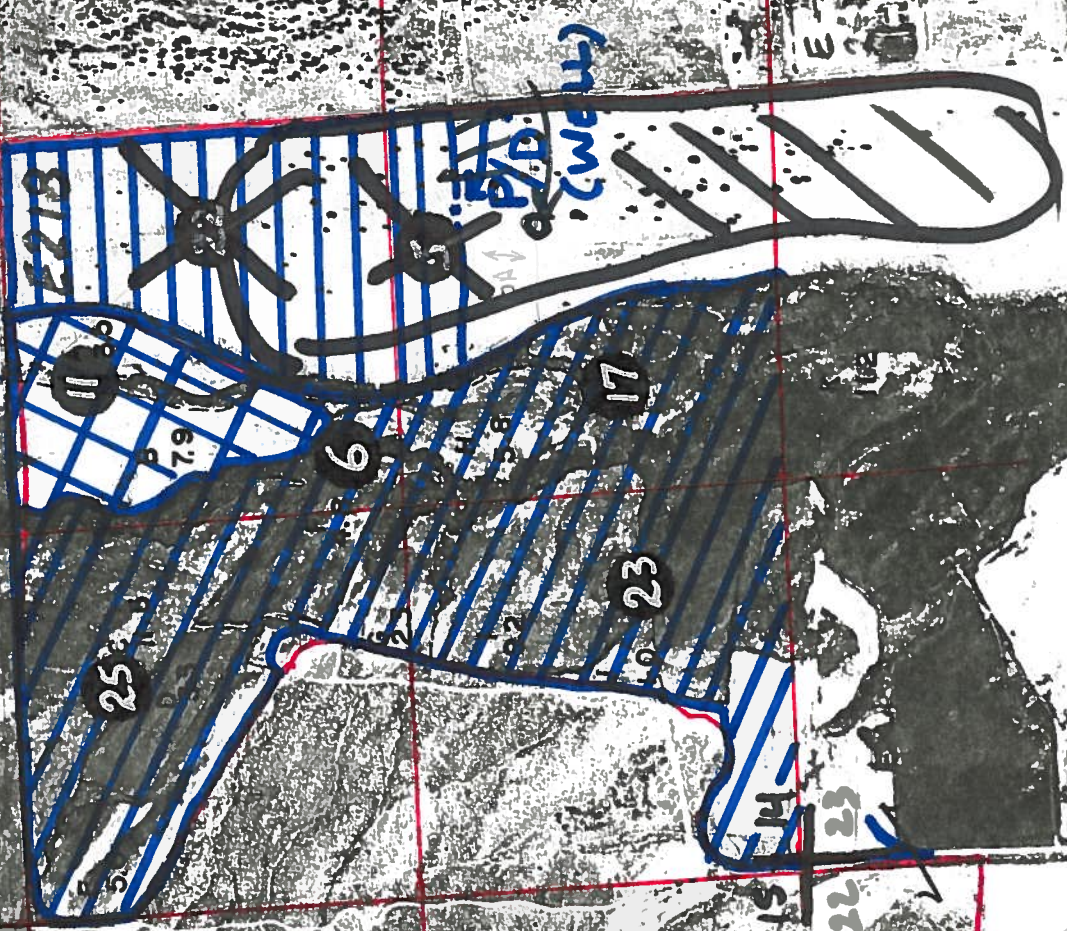
#2 WAKEN
P/O & P/Os

TO SEL22
SENE

WICKEL

SECRET

TOTAL IRRIGATED ACRES BY SOURCE
SEC 14 NEW 1/4 SEC 14 1
CONNOR CR 1
BLACKSMITH CR 1
GROUNDWATER 5



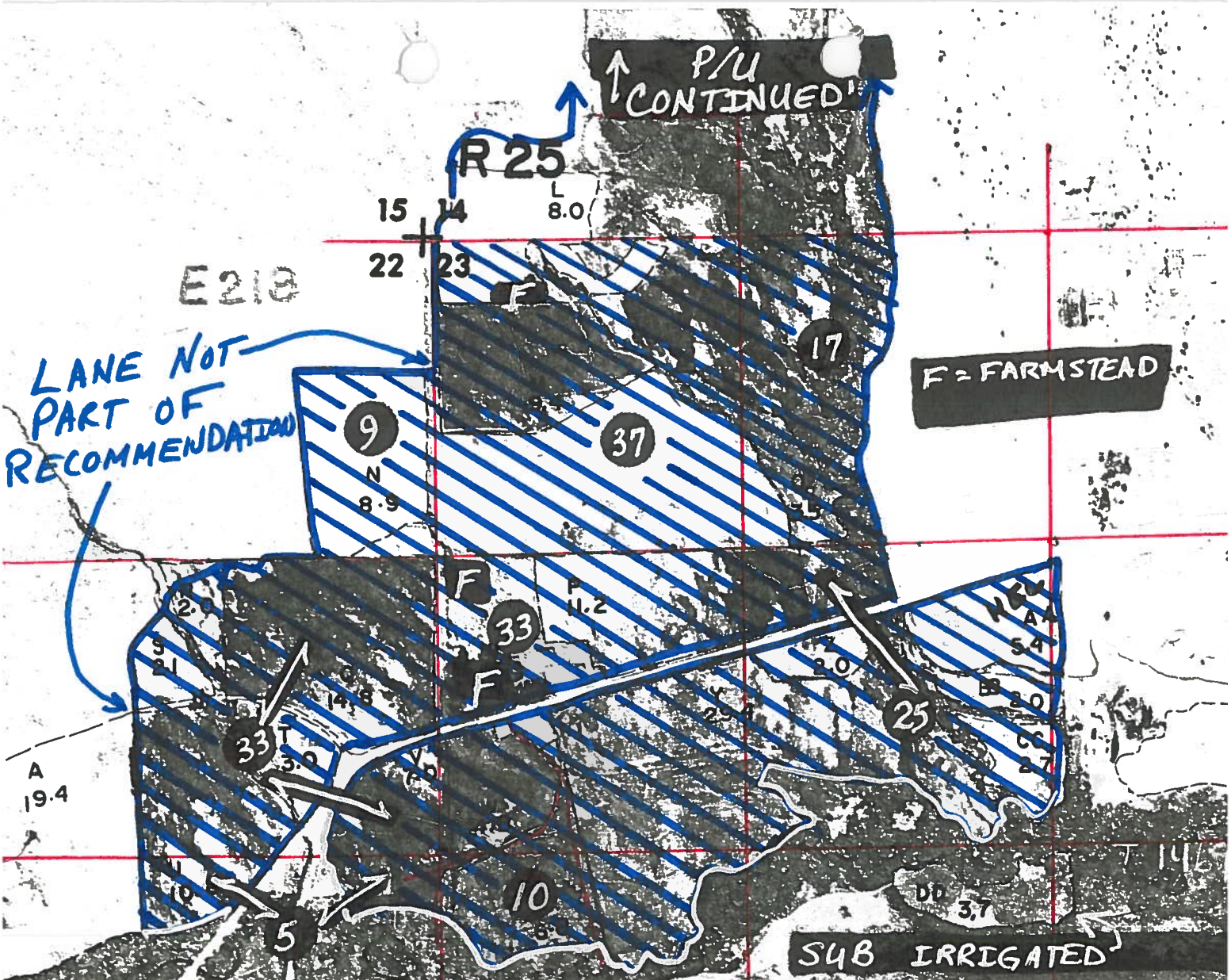
P/U
CONTINUED

R 25

E218

LANE NOT
PART OF
RECOMMENDATION

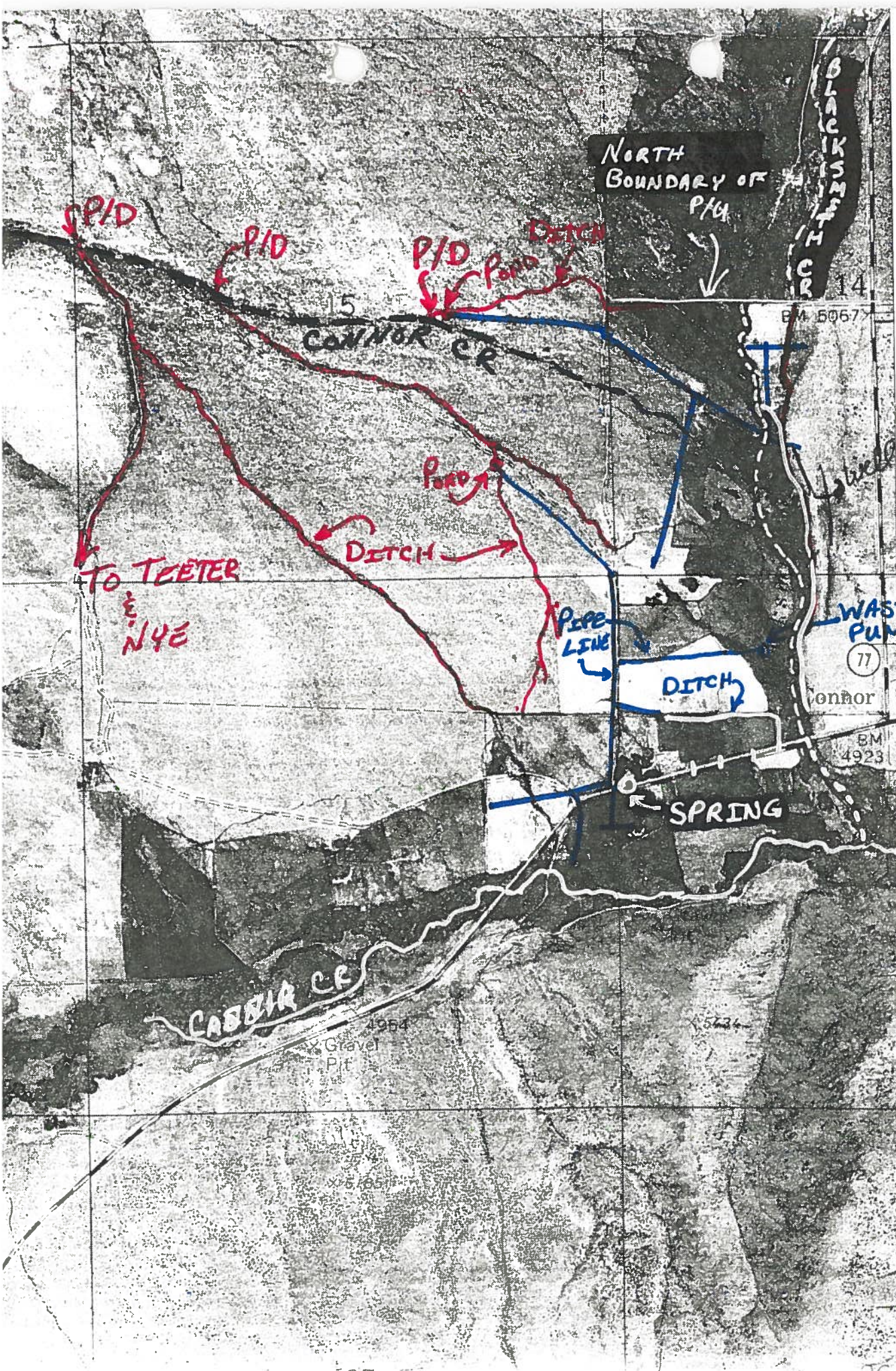
F = FARMSTEAD



SUB IRRIGATED

PAGE 2/2
RECOMMENDED P/U FOR CONNOR CREEK
SYSTEM. OVERLAPS WITH SPRING P/U

Preliminary P/U
modified 6/15/00
KRC 5-9-00



NORTH
BOUNDARY OF
P/4

BLACK HILLS
CR

P/D

P/D

P/D

DITCH

CONNOR CR

BM 50677

17' 30"

P/D

DITCH

TO TEETER
&
NYE

PIPE
LINE

DITCH

WATER
PUMP

77

Connor

BM
4923

SPRING

CABRIA CR

4954

Gravel
Pit

5634

5654

MAHO 811.7 MI
INTERSTATE 80N
15 M

4583

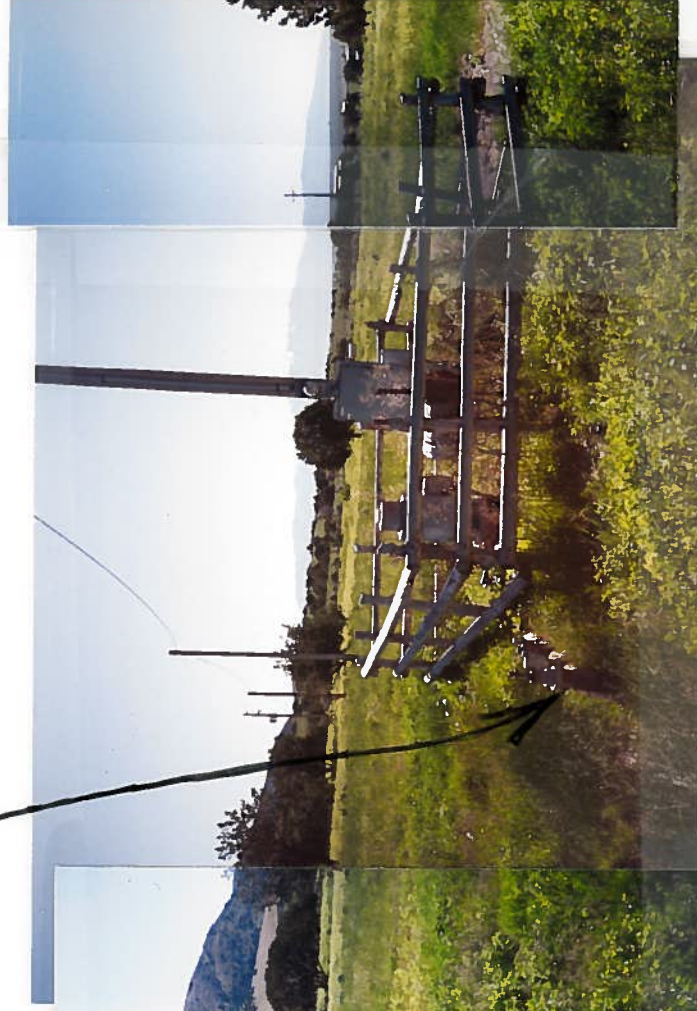
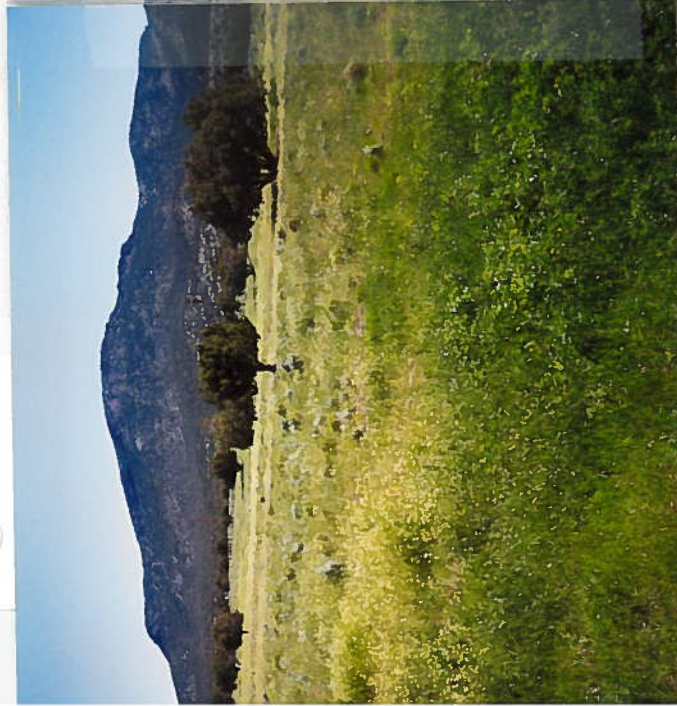
4582

CLAIM # A43-07103
DATE PHOTOS TAKEN; 06-12-95
PICTURE SET # 1

This shows the P/D for the permit and the ground northeast on the left and southeast on the right. Also shown is a portion of the buried line that runs west to the meadows that are also irrigated from Connor Creek.

HIGHWAY 77
GOING NORTH TO ALBION

MAINLINE RUNNING
WEST



CLAIM # A43-07103
DATE PHOTOS TAKEN; 06-12-95
PICTURE SET # 2

This photo set was taken against the northern border fence and is looking east on the left to south on the right. This is the ground identified as irrigated during the permit exam by Jim Stanton. This ground is irrigated with handlines and sprinkler irrigation. This is a crested wheat pasture. The fence on the left separates the meadow ground from the upper east bench ground.

HIGHWAY 77

WELL LOCATION

