

RECEIVED

APR 21 2004

Department of Water Resources

Security Interest:

02-10237 \$25-

51-2144 \$25-

51-2229 \$25-

Ownership Chg:

02-10237 \$0

51-2144 \$25-

51-2229 \$25-

---

\$125- total fees

#2-10237

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

**RECEIVED****APR 19 2004****WATER RESOURCES  
WESTERN REGION**

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

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

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split                    | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split                    |
|-----------------------|------------------------------|--------------------------|-----------------------|------------------------------|--------------------------|
| <u>2-10237</u>        | <u>2-10237</u>               | <input type="checkbox"/> | _____                 | _____                        | <input type="checkbox"/> |
| <u>51-2229</u>        | _____                        | <input type="checkbox"/> | _____                 | _____                        | <input type="checkbox"/> |
| <u>51-2144</u>        | _____                        | <input type="checkbox"/> | _____                 | _____                        | <input type="checkbox"/> |
| _____                 | _____                        | <input type="checkbox"/> | _____                 | _____                        | <input type="checkbox"/> |
| _____                 | _____                        | <input type="checkbox"/> | _____                 | _____                        | <input type="checkbox"/> |

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. **\$50.00**
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).  
**OR**  
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) BLANCHE BINGHAM & RANDY S. PORTER  
914 N 5000 W
4. New Owner/Claimant(s) WEST POINT, ID 84015  
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address DONALD L AND KRISTINE S SCHIERMEIER
- City, State and ZIP Code 29393 DAVIS ROAD, BRUNEAU, ID 83604
- New Telephone Number (208) 731-2577
5. Date you acquired the property APRIL 5, 2004

*208/845-2233*  
*as 3-7-04*

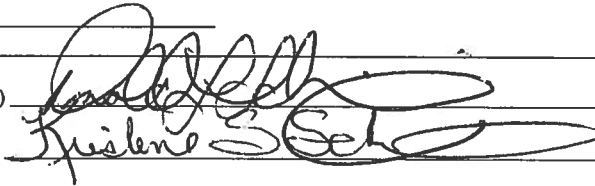
*wrong #  
business  
doesn't know  
claimants*

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s)  
(include title if applicable)

  
\_\_\_\_\_

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

**For Office Use Only**

Received by DB

Date 4-19-04

Fee \$25 ea : 51-2144 + 51-2229

Received by DB

Date 4-20-04

Receipt No. W031566

Processed by \_\_\_\_\_ AJ

Date \_\_\_\_\_

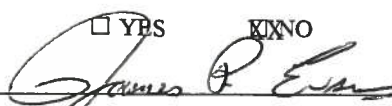
WR \_\_\_\_\_

Date \_\_\_\_\_

RECEIVED

APR 19 2004

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESWATER RESOURCES  
WESTERN REGION**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
Incomplete forms will be returned.

1. Water Right No(s): 2-10237, 51-2229, 51-2144  
Adjudication Claim No(s): 2-10237
2. The following **REQUIRED** information must be submitted with this form:
  - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
  - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest  
D.L. EVANS BANK  
PO BOX 87  
TWIN FALLS ID 83303
4. Name of Water Right Owner/Claimant(s) DONALD L. & KRISTINE S. SCHIERMEIER
5. Expiration Date of Notification Period 4/01/19
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)   
JAMES P. EVANS, COMMERCIAL LOAN OFFICER

208/933-2265 3-7-01

## For Office Use Only

Received by DBDate 4-19-04Fee \$25- EachReceipted by DBDate 4-20-04Receipt No. WD31566Processed by APDate 7-21-04

WR \_\_\_\_\_ Date \_\_\_\_\_

updated DL Evans contact ID per Jim Evans. alt name changed to his. former McGraw had retired. Phone changed; address didn't.  
Owner data Entry RJ 7-27-04

3-14-07 Hc from Jim Evans - Schiermeiners paid their loan off & got a new one at Wells Fargo.

INDEXED  
SCANNED

Instrument # 247385

MURPHY, OWYHEE, IDAHO

2004-04-09

04:37:02 No. of Pages: 5

Recorded for: PIONEER TITLE COMPANY

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy

Fee: 15.00

Index to: MORTGAGE

Space Above This Line For Recording Data

## MORTGAGE

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is APRIL 5, 2004. The parties and their addresses are:

**MORTGAGOR:**

**DONALD L. SCHIERMEIER**  
1858 E 1400 S  
GOODING, Idaho 83330

**KRISTINE S. SCHIERMEIER**  
1858 E 1400 S  
GOODING, Idaho 83330

**LENDER:**

**D. L. EVANS BANK**  
Organized and existing under the laws of Idaho  
P. O. Box 87  
215 Blue Lakes Blvd. North  
Twin Falls, Idaho 83303  
82-0117415

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

IN TOWNSHIP 6 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.  
SECTION 29: SW1/4 NW1/4, W1/2 SW1/4  
SECTION 30: NW1/4 NE1/4, S1/2 NE1/4, SE1/4 SW1/4, SE1/4, AND LOT 4  
SECTION 31: E1/2, E1/2 NW1/4, LOTS 3 AND 4, E1/2 SW1/4

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS, THEREON OR APPURTENANT THERETO, INCLUDING, BUT NOT LIMITED TO RIGHTS TO GROUND WATERS PRODUCED FROM A WELL OR WELLS LOCATED OR TO BE LOCATED ON THE MORTGAGED PREMISES, ESPECIALLY SUCH WATER UNDER STATE OF IDAHO DEPARTMENT OF WATER RESOURCES ADJUDICATION CLAIM REPORTS 3.3. CFS GROUND WATER DECREE #51-2229, .96 CFS GROUND WATER DECREE # 51-2144 AND 17.2 CFS IN THE SNAKE RIVER EVIDENCED BY WATER LICENSE #2-10237.

TOGETHER WITH ALL IRRIGATION EQUIPMENT AND ADDITIONS THERETO AND REPLACEMENTS THEREOF NOW OWNED OR HEREAFTER ACQUIRED BY THE BORROWERS AND USED IN THE IRRIGATION OF THE ABOVE PREMISES, ESPECIALLY BUT NOT LIMITED TO PUMPS, PIPE, CASING, MOTOR AND ELECTRICAL PANELS AND ACCESSORIES TO EACH, DESCRIBED AS FOLLOWS:

BOOSTER PUMPS AT RIVER: 250 HP GE ELECTRIC MOTOR SN: CJJ328123, AND A SHORT COUPLED TURBINE PUMP; 250 HP GE ELECTRIC MOTOR SN: CJJ314135, AND A SHORT COUPLED TURBINE PUMP; BOOSTER PUMPS AT THE POND AT NORTH END OF FARM: 250 HP GE ELECTRIC MOTOR SN: CJJ328122, AND A SHORT COUPLED TURBINE PUMP; 250 HP GE ELECTRIC MOTOR SN: CJJ314136, AND A SHORT COUPLED TURBINE PUMP; WELL PUMP: 100 HP GE ELECTRIC MOTOR SN: CJJ502156, WITH A DEEP WELL TURBINE PUMP; BURIED MAINLINE: 5280 FEET OF 21" TRANSITE MAINLINE; 1320 FEET OF 18" TRANSITE MAINLINE; 2640 FEET OF 15" TRANSITE MAINLINE; 11880 FEET OF 10" TRANSITE MAINLINE; 7920 FEET OF 8" PVC MAINLINE; 1 MODEL 8000 VALLEY IRRIGATION CENTER PIVOT 1300' W/287 PRECISION CORNER ARM AND VALLEY SUP ACC. FREIGHT, AND INSTALLATION (NON-TOWABLE) 1500' #2 ALUM WIRE, TIE-IN; AND OTHER MISC. FITTING ACTION; 22-1/4 MILE WHEELMOVE LATERAL SPRINKLER LINES; 7-1/4 MILE WHEELMOVE LATERAL SPRINKLER LINES.

DONALD L. SCHIERMEIER  
Idaho Mortgage  
ID4cquiley00704400004066049040504Y

*[Signature]*  
Initials  
Page 1

The property is located in OWYHEE County at SEE LEGAL DESCRIPTION, , Idaho .

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed \$564,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**3. SECURED DEBTS.** This Security Instrument will secure the following Secured Debts:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 1512108161/12, dated April 5, 2004, from Mortgagor to Lender, with a loan amount of \$564,000.00 with an interest rate based on the then current index value as the promissory note prescribes and maturing on April 1, 2019.

**B. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

**4. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument. Mortgagor acknowledges that the interest rate, payment terms, or balance due on the loan may be indexed, adjusted, renewed or renegotiated.

**5. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

**A.** To make all payments when due and to perform or comply with all covenants.

**B.** To promptly deliver to Lender any notices that Mortgagor receives from the holder.

**C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**8. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

**9. WARRANTIES AND REPRESENTATIONS.** Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude

Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (all referred to as Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**13. DEFAULT.** Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency. Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts as they become due.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other transaction document.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. The value of the Property declines or is impaired.

**M. Erosion.** Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained by federal law.

**N. Insecurity.** Lender reasonably believes that Lender is insecure.

**14. REMEDIES.** Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**15. REDEMPTION.** The period of redemption after sale on foreclosure will be one year if the real property sold consisted of a tract of land of more than twenty (20) acres, and within six (6) months after the sale if the real property sold consisted of a tract of land of twenty (20) acres or less. Any agreement to extend the redemption period must be in writing.

**16. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

**B.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

**C.** Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

**D.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

**E.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

**F.** Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

**G.** Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

**H.** Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude

of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**20. CO-SIGNERS.** If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

**21. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

**22. FIXTURE FILING.** Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

**23. CROPS; TIMBER; MINERALS; RENTS, ISSUES, AND PROFITS.** Mortgagor gives to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term Property).

**24. OTHER TERMS.** The following are applicable to this Security Instrument:

A. Additional Terms. DEFAULT SHALL ALSO EXIST IF ANY LOAN PROCEEDS ARE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, FURTHER EXPLAINED IN 7 CFR, PART 1940, SUBPART G, EXHIBIT M. DEFAULT WILL ALSO EXIST IF THE LOAN APPLICANT USES ANY LOAN PROCEEDS FOR A PURPOSE THAT ADVERSELY AFFECTS THE HABITAT OF ANY ENDANGERED SPECIES WITHOUT OBTAINING APPROVAL OF THE US FISH AND WILDLIFE SERVICE.

**25. APPLICABLE LAW.** This Security Instrument is governed by the laws of Idaho, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

**26. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

**27. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**28. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**29. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the

DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Donald L. Schiermeier  
DONALD L. SCHIERMEIER

Individually

Kristine S. Schiermeier  
KRISTINE S. SCHIERMEIER

Individually

**ACKNOWLEDGMENT.**

(Individual)

STATE OF IDAHO, COUNTY OF ELMORE ss.  
On this 5th day of April, 2004, before me  
the undersigned a Notary Public, personally appeared DONALD L. SCHIERMEIER, and  
KRISTINE S. SCHIERMEIER, known or identified to me (or proved to me on the oath of  
, to be the person(s) whose name(s) is/are subscribed to the within  
instrument, and acknowledged to me that he/she/they executed the same.

My commission expires: 1/30/10

REBECCA E. HUGHES  
NOTARY PUBLIC  
STATE OF IDAHO

Rebecca E. Hughes  
(Notary Public)  
Residing at: Mountain Home, Idaho

**ACKNOWLEDGMENT,**  
(Individual)

STATE OF IDAHO, COUNTY OF ELMORE ss.

On this 6th day of April, 2004 before me, the undersigned, a Notary Public, personally appeared KRISTINE S. SCHIERMEIER, known or identified to me (or proved to me on the oath of ), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

My commission expires: 1/30/10

Rebecca E. Hughes  
Notary Public  
Residing at: Mountain Home, Idaho

REBECCA E. HUGHES  
NOTARY PUBLIC  
STATE OF IDAHO

# Idaho Department of Water Resources Receipt

Receipt ID W031566

Payment Amount \$125.00 Date Received 4/20/2004 10:50:49 AM Region Western Status   
Payment Type Check Check Number 9053299

Payer D L EVANS BANK / SCHIERMEIER

Comment CHANGE OF OWNERSHIP: 51-2144 & 51-2229 (\$25 EACH)  
NOTICE OF SECURITY INTEREST: 02-10237, 51-2144 & 51-2229  
(\$25 EACH)

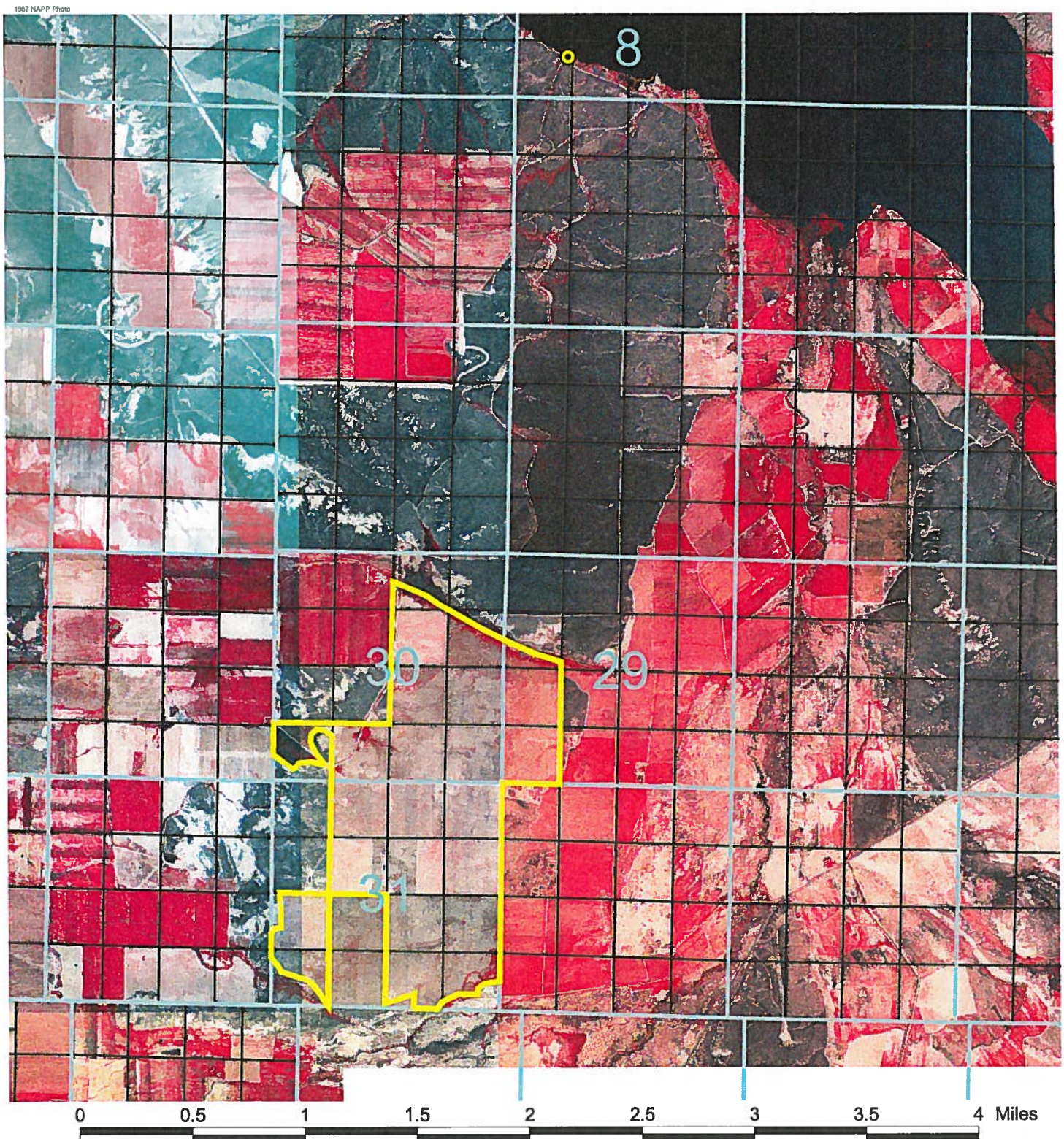
## Fee Detail

| Amount   | Description                          | Fund | FD | PCA   | SO   |
|----------|--------------------------------------|------|----|-------|------|
| \$125.00 | OWNERSHIP CHANGES/SECURITY INTERESTS | 0229 | 21 | 62140 | 1155 |



Signature Line (Dept. Representative)

# Idaho Department of Water Resources



Claim Number: 02-10237  
Legal: T06S, R05E, S8, 29, 30 & 31  
Reviewed By: SJR 3/4/05

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



03/04/2005

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

RIGHT NUMBER: 2-10237

NAME AND ADDRESS: DONALD L SCHIERMEIER  
29393 DAVIS RD  
BRUNEAU ID 83604

KRISTINE S SCHIERMEIER  
29393 DAVIS RD  
BRUNEAU ID 83604

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 17.200 CFS  
4,300.000 AFY

PRIORITY DATE: 02/03/1971

POINT OF DIVERSION:

T06S R05E S8 SWSW Within OWYHEE County

Rights 2-10236 and 2-7132 are also diverted through the point of diversion described above.

PURPOSE AND  
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 10/15

17.200 CFS  
4,300.00 AFY

The use of water for irrigation under this right may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this

right.

PLACE OF USE: IRRIGATION Within OWYHEE County

|                          |      |      |                          |      |      |
|--------------------------|------|------|--------------------------|------|------|
| T06S R05E S29            | SWNW | 12.0 | T06S R05E S29            | NWSW | 42.0 |
| T06S R05E S29            | SWSW | 42.0 | T06S R05E S30            | NWNE | 11.0 |
| T06S R05E S30            | SWNE | 41.0 | T06S R05E S30            | SENE | 30.0 |
| T06S R05E S30 Lot 4 SWSW |      | 23.0 | T06S R05E S30            | SESW | 42.0 |
| T06S R05E S30            | NESE | 41.0 | T06S R05E S30            | NWSE | 41.0 |
| T06S R05E S30            | SWSE | 41.0 | T06S R05E S30            | SESE | 41.0 |
| T06S R05E S31            | NENE | 41.0 | T06S R05E S31            | NWNE | 41.0 |
| T06S R05E S31            | SWNE | 41.0 | T06S R05E S31            | SENE | 41.0 |
| T06S R05E S31            | NENW | 41.0 | T06S R05E S31            | SESW | 41.0 |
| T06S R05E S31 Lot 3 NWSW |      | 37.0 | T06S R05E S31 Lot 4 SWSW |      | 22.0 |
| T06S R05E S31            | NESE | 42.0 | T06S R05E S31            | NWSE | 41.0 |
| T06S R05E S31            | SWSE | 37.0 | T06S R05E S31            | SESE | 28.0 |

860 ACRES TOTAL

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

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

03/04/2005

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

---

EXPLANATORY MATERIAL: License

A handwritten signature, possibly reading "Comb", is written in black ink.

State of Idaho  
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 02-7076 Priority Feb. 3, 1971 Amount 27.2 cfs

THIS IS TO CERTIFY, that BASIN MUTUAL CANAL CO.  
of Bruneau, Idaho, has complied with the terms and conditions of Permit  
No. 02-7076 issued pursuant to Application for Permit dated February 3, 1971,  
and has submitted proof to the Department of Water Administration on July 2, 1973,  
that he has applied water to a beneficial use; an examination by the Department indicates that the  
works have a capacity of 27.77 cfs, and that the water has in fact been applied to a  
beneficial use; a right to the use of water from the Snake River  
tributary of the Columbia River, is hereby confirmed in the following amounts:  
Amount 27.2 cfs for Irrigation from March 1 to Oct. 15 (both dates inclusive)  
Amount \_\_\_\_\_ for \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
Amount \_\_\_\_\_ for \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
Subject, however, to the condition that no more than 27.2 cfs of water be diverted at  
any one time, said waters to be diverted within the \_\_\_\_\_

SE 1/4 Sec. 8, Twp. 6 S, Rge. 5 E, B. M.

in the county of Owyhee; and that the amount of water so diverted and to which such  
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can  
actually be beneficially used and shall not exceed 6,800 acre feet per year or  
5.0 acre feet per acre.

Description and location of place of use:

| TWP. | RANGE | SEC. | NE 1/4 |        |        |        | NW 1/4 |        |        |        | SW 1/4 |        |        |        | SE 1/4 |        |        |        | TOTALS |
|------|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|      |       |      | NE 1/4 | SE 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | SE 1/4 | SW 1/4 | SE 1/4 |        |
| 6 S  | 5 E   | 29   |        |        |        |        |        | 20     |        |        | 40     | 40     |        |        |        |        |        | 100    |        |
|      |       | 30   |        | 30     | 30     | 40     |        |        |        |        |        | 20     | 20     | 40     | 40     | 40     | 40     | 300    |        |
|      |       | 31   | 40     | 40     | 20     | 40     | 40     |        | 40     |        | 40     | 40     |        | 40     | 40     | 40     | 40     | 460    |        |
| 6 S  | 4 E   | 36   | 30     | 30     |        |        | 40     | 40     | 40     | 40     | 40     | 40     | 40     |        | 40     | 40     | 40     | 500    |        |

Total number of acres irrigated 1,360

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

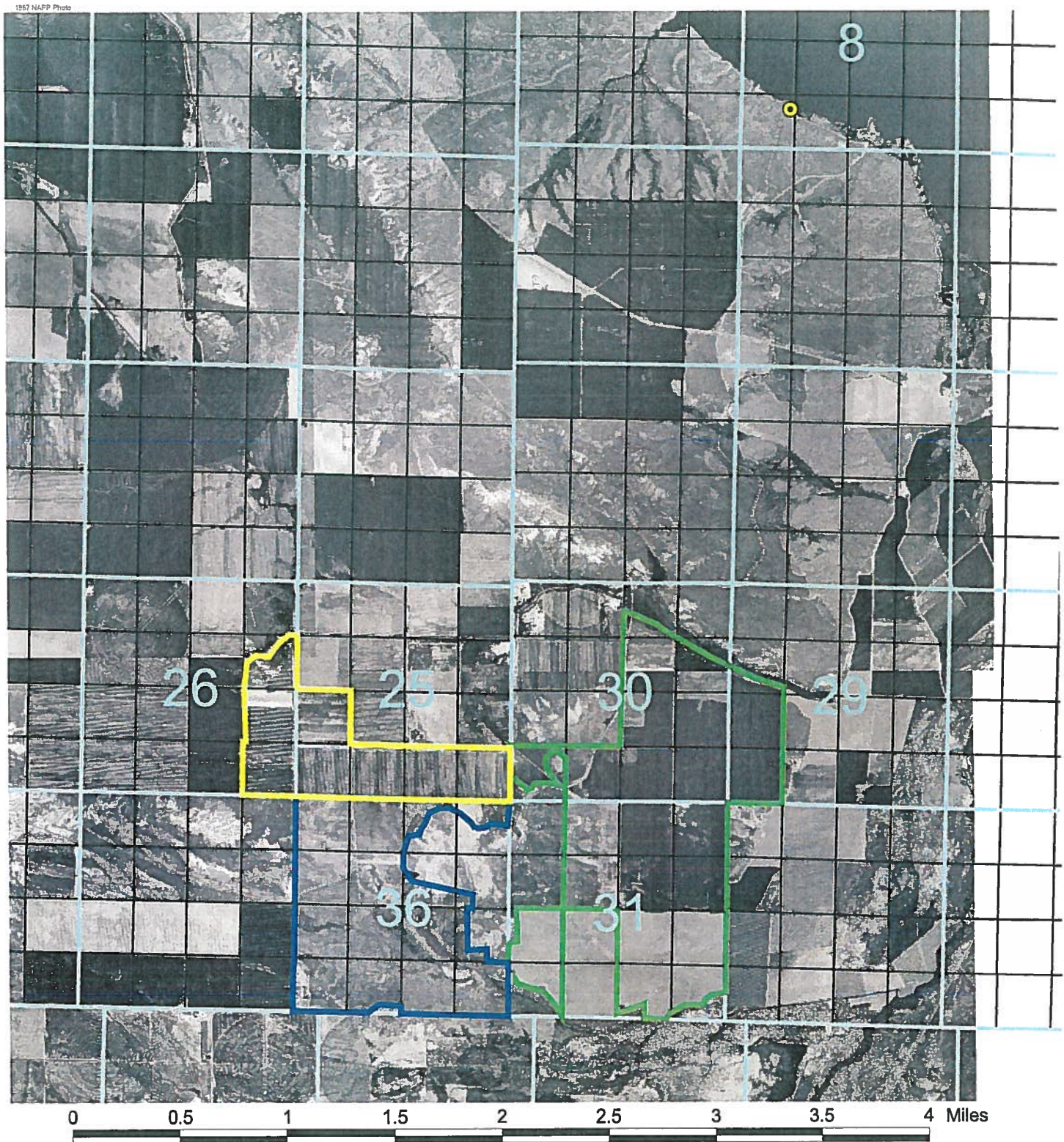
The right to the use of the water hereby confirmed is restricted and appurtenant to the lands  
or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 10 day of  
September, 19 73.

  
Director

2 7076

# Idaho Department of Water Resources



Claim Numbers: 02-7132, 2-10236, 2-10237  
POD at: T06S, R05E, S8  
Reviewed By: SJR 3/4/05

- Point of Diversion
- 02\_07132\_rec\_pou
- 02\_10236\_rec\_pou
- 02\_10237\_rec\_pou
- Section Lines
- Quarter Quarter Lines



## Robischon, Steve

---

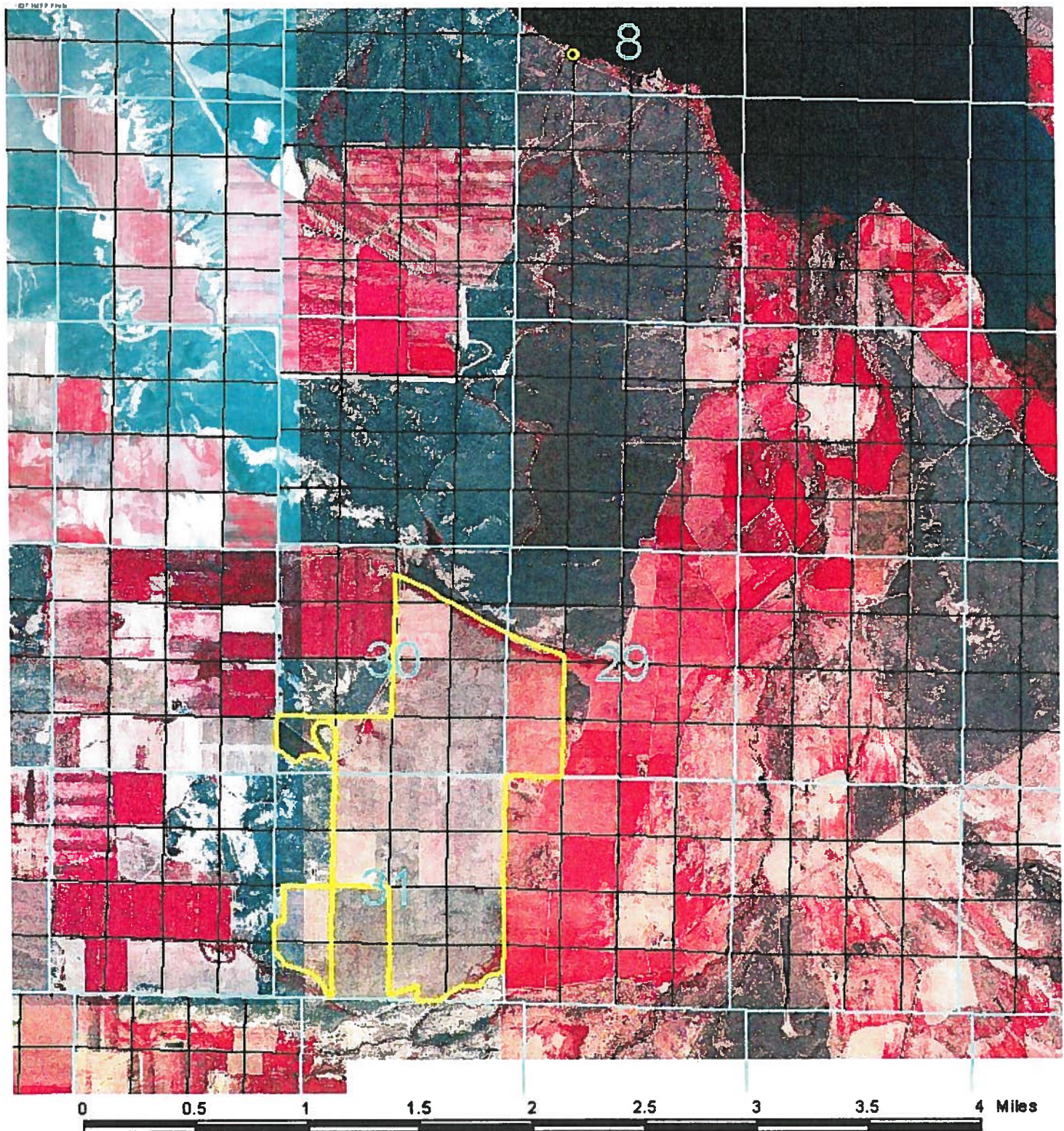
**From:** Fritschle, Carter  
**Sent:** Tuesday, December 13, 2005 3:42 PM  
**To:** Robischon, Steve  
**Subject:** 2-10237

Steve,

I got a call from Don Schiermeier concerning the preliminary recommendation for 2-10237. He has put in a pivot that changes the shape of one of the fields a little. I explained to him that we had to go with what was being irrigated in 1987, so he is fine with the recommendation.

Carter

# Idaho Department of Water Resources



Claim Number: 02-10237  
Legal: T06S, R05E, S8, 29, 30 & 31  
Reviewed By: SJR 3/4/05

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



# Idaho Department of Water Resources



Claim Number: 02-10237  
Legal: T06S, R05E, S8, 29, 30 & 31  
Reviewed By: SJR 3/4/05

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



SCANNED



## State of Idaho

# DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

DIRK KEMPTHORNE  
GOVERNOR

January 14, 2004

KARL J. DREHER  
DIRECTOR

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

RE: Snake River Basin Adjudication (SRBA)  
**Notice of Claim to a Water Right #2-10237**

Dear Claimants:

As a result of purchasing a portion of the Basin Mutual Canal Co. water right, the Identification Number to your water right has been changed from #2-7076 to 2-10237. Please use the new number in future inquiries or correspondence you may have with our Department.

Enclosed is a copy of this water right claim. Please retain this copy for your file.

If your mail delivery address changes in any form, please contact us in writing so we can update our records to assure you receive important notices concerning your claim. Please call me at 1/800-451-4129 if you have any questions or concerns.

Sincerely,

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

Sally Sherman  
Technical Records Specialist  
Adjudication Bureau

SS:region

Enclosure:

Copy of Notice of Claim Referenced Above

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 2-10237  
Date Received: 1/13/2004  
Receipt No:  
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

RANDY S PORTER Phone: (801) 825-3126

914 N 5000 W  
WEST POINT UT USA 84015

BLANCHE BINGHAM Phone: (801) 825-3126

914 N 5000 W  
WEST POINT ID USA 84015

2. Date of Priority: 02/03/1971

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

4. Point of Diversion:

| Township | Range | Section | 1/4 of 1/4 of 1/4 Lot | County | Type |
|----------|-------|---------|-----------------------|--------|------|
| 06S      | 05E   | 8       | SW SW                 | OWYHEE |      |

5. Description of diverting works:

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) A.F.A |
|------------|-------|-------|--------|------------|
| IRRIGATION | 03/01 | 10/15 | 17.2   |            |

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

| Township | Range | Section | 1/4 of 1/4 Lot | Use | Acres |
|----------|-------|---------|----------------|-----|-------|
|----------|-------|---------|----------------|-----|-------|

|     |     |    |    |    |   |               |     |
|-----|-----|----|----|----|---|---------------|-----|
| 06S | 05E | 29 | SW | NW |   | IRRIGATION    | 20  |
|     |     |    | NW | SW |   | IRRIGATION    | 40  |
|     |     |    | SW | SW |   | IRRIGATION    | 40  |
|     |     |    |    |    |   | Section Acres | 100 |
| 06S | 05E | 30 | NW | NE |   | IRRIGATION    | 30  |
|     |     |    | SW | NE |   | IRRIGATION    | 30  |
|     |     |    | SE | NE |   | IRRIGATION    | 40  |
|     |     |    | SW | SW | 4 | IRRIGATION    | 20  |
|     |     |    | SE | SW |   | IRRIGATION    | 20  |
|     |     |    | NE | SE |   | IRRIGATION    | 40  |
|     |     |    | NW | SE |   | IRRIGATION    | 40  |
|     |     |    | SW | SE |   | IRRIGATION    | 40  |
|     |     |    | SE | SE |   | IRRIGATION    | 40  |
|     |     |    |    |    |   | Section Acres | 300 |
| 06S | 05E | 31 | NE | NE |   | IRRIGATION    | 40  |
|     |     |    | NW | NE |   | IRRIGATION    | 40  |
|     |     |    | SW | NE |   | IRRIGATION    | 20  |
|     |     |    | SE | NE |   | IRRIGATION    | 40  |
|     |     |    | NE | NW |   | IRRIGATION    | 40  |
|     |     |    | SE | NW |   | IRRIGATION    | 40  |
|     |     |    | NW | SW | 3 | IRRIGATION    | 40  |
|     |     |    | SW | SW | 4 | IRRIGATION    | 40  |
|     |     |    | NE | SE |   | IRRIGATION    | 40  |
|     |     |    | NW | SE |   | IRRIGATION    | 40  |
|     |     |    | SW | SE |   | IRRIGATION    | 40  |
|     |     |    | SE | SE |   | IRRIGATION    | 40  |
|     |     |    |    |    |   | Section Acres | 460 |
|     |     |    |    |    |   | Total Acres   | 860 |

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:

14. Remarks:

TRANS. #1782.  
This claim is a split of 02-7076.

15. Basis of Claim: License