

01/17/2001

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

RIGHT NUMBER: 37-11208

NAME AND ADDRESS: JAMES WOLFE  
JULIE WOLFE  
1955B S 2400 E  
GOODING, ID 83330

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED  
13,000 GALLONS PER DAY.

PRIORITY DATE: 08/01/1930

POINT OF DIVERSION: T06S R15E S12 NENESE Within GOODING County

PURPOSE AND  
PERIOD OF USE:

| PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|----------------|---------------|----------|
| DOMESTIC       | 1-01 12-31    | 0.04 CFS |

PLACE OF USE:

DOMESTIC Within GOODING County  
T06S R15E S12 NESE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A  
DETERMINATION OF HISTORICAL BENEFICIAL USE.

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 - Beneficial Use

PARCEL NO. 06S15E127360-01



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

**1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380**

**Phone: (208) 736-3033 FAX: (208) 736-3037**

**SOUTHERN REGION**

January 22, 2001

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

JAMES WOLFE  
JULIE WOLFE  
1955B S 2400 E  
GOODING ID 83330

RE: SRBA Claim(s) 37-07677  
Decreed Water Rights 37-11207, 37-11208

Dear Mr. and Mrs. Wolfe:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the claim and water rights noting the change in owner. Review these records and if there is an error, or should you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads 'Trish Fawcett'.

Trish Fawcett  
Technical Records Specialist

enc.

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

**RECEIVED****JAN 16 2001**Department of Water Resources  
Southern 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>37-11207</u>       |                              | <input type="checkbox"/> |                       |                              | <input type="checkbox"/> |
| <u>37-11208</u>       |                              | <input type="checkbox"/> |                       |                              | <input type="checkbox"/> |
|                       | <u>A37-07627</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
- ☒ 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)

Walker, John and Carol

- ☒ 4. New Owner/Claimant(s)

Wife James E. Julie

Name Connector Check one: ☐ and ☐ or ☐ and or

New Mailing Address

1955 S South 2400 East

City, State and ZIP Code

Gooding Idaho 83330

New Telephone Number

28 934-5567

- ☒ 5. Date you acquired the property

1996

6.

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

**DESCRIPTION OF YOUR PORTION OF WATER RIGHT**  
(If the right(s) will not be split, skip this area and proceed to item 7)

|                                                    |                                                                            |                                                              |
|----------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____ |                                                                            |                                                              |
| Water Use                                          | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                         | _____                                                                      | _____                                                        |
| Stock                                              | _____                                                                      | _____                                                        |
| Domestic                                           | _____                                                                      | _____                                                        |
| Other _____                                        | _____                                                                      | _____                                                        |
| Total                                              | _____                                                                      | _____                                                        |

**DESCRIPTION OF YOUR PORTION OF WATER RIGHT**  
(If the right(s) will not be split, skip this area and proceed to item 7)

|                                                    |                                                                            |                                                              |
|----------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____ |                                                                            |                                                              |
| Water Use                                          | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                         | _____                                                                      | _____                                                        |
| Stock                                              | _____                                                                      | _____                                                        |
| Domestic                                           | _____                                                                      | _____                                                        |
| Other _____                                        | _____                                                                      | _____                                                        |
| Total                                              | _____                                                                      | _____                                                        |

X7.

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

*Jan & Wally*  
*Julie Wiff*

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 *[Signature]*Date 1/16/01Fee 50.00Received by *[Signature]*Date 1/16/01Receipt No. 5023561Processed by *[Signature]*

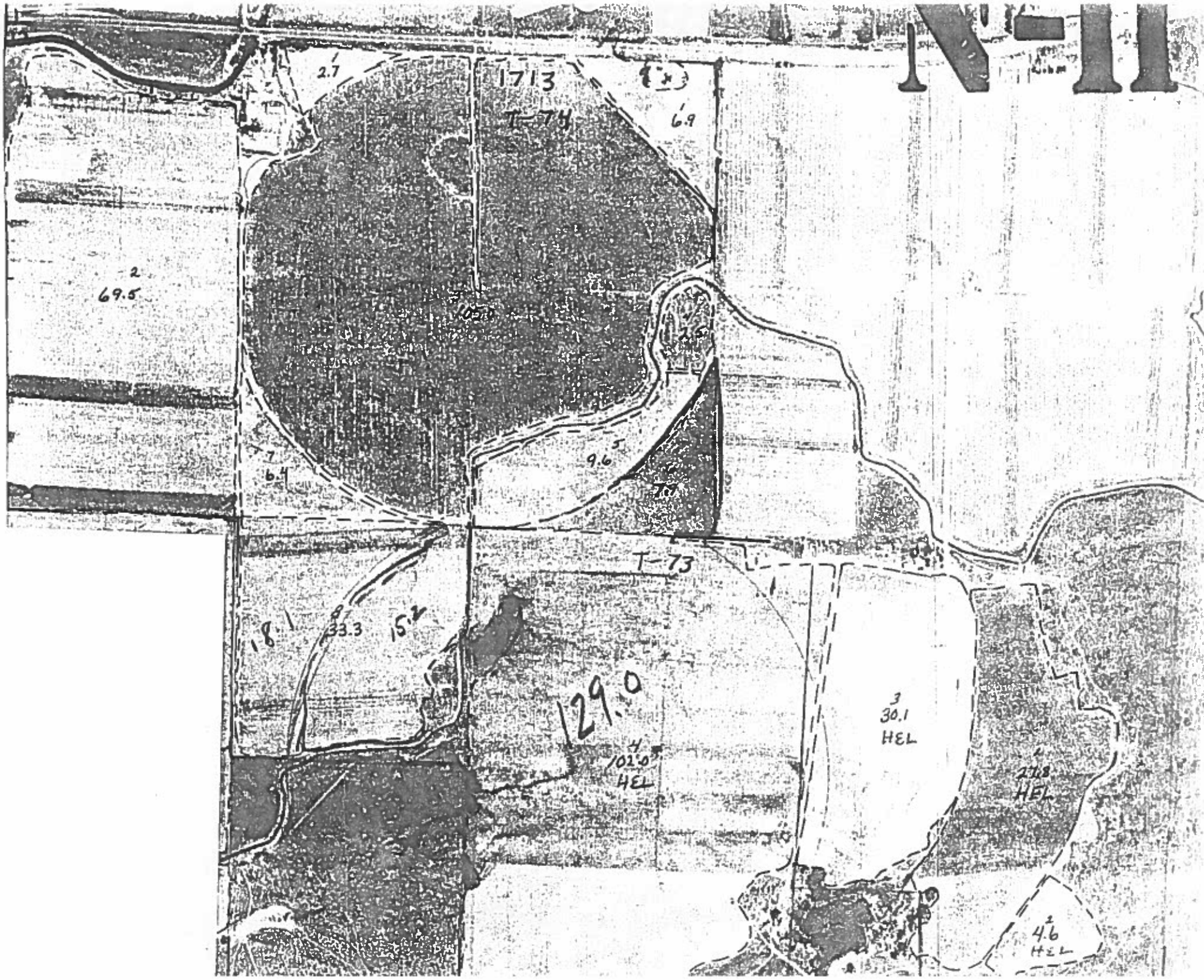
AJ

Date \_\_\_\_\_

WR \_\_\_\_\_

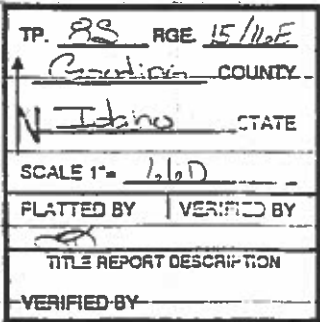
Date \_\_\_\_\_

N-11



## No

4



After Recording Return to: Farm Credit Services - Twin Falls  
1363 Fillmore  
PO Box 5059  
Twin Falls, ID 83303-5059

Customer/Note No: 13467 - 442

## Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On November 2, 1998, James D. Wolfe and Julie D. Wolfe, husband and wife, hereinafter called Mortgagors, whose address is

1955 B South 2400 East  
Gooding, ID 83330

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Gooding County(ies), State of Idaho, more particularly described as follows:

### PARCEL I:

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 3 and 4;

### PARCEL II:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Southeast quarter;

### EXCEPTING THEREFROM:

Beginning at the East quarter corner of Section 12;  
Thence North 89°52' West 636.00 feet along the Northerly boundary of the Northeast quarter of the Southeast quarter to the True Point of Beginning;  
Thence South 195.00 feet  
Thence North 89°52' West, 483.65 feet;  
Thence North 175.00 feet;  
Thence South 89°52' East, 306.40 feet;  
Thence South 3.00 feet;  
Thence South 89°52' East 37.41 feet;  
Thence North 23.00 feet to the Northerly boundary of the Northeast quarter of the Southeast quarter;  
Thence South 89°52' East, 139.83 feet along said boundary to the True Point of Beginning.

### PARCEL III

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Northwest quarter;

### EXCEPTING THEREFROM:

Beginning at the Northwest corner of the North one-half of the Northwest quarter which bears South 3°54'57" East, 44.32 feet from Station 338+45.54 of said U.S. Highway No. 20-26, project No. F-2351(3) Highway Survey;  
Thence South 89°22'19" East along the North line of said North one-half of the Northwest quarter 2621.0 feet more or less to the North quarter corner of said Section 12 that bears South 0°54'54" West, 34.51 feet from Station 364+71.33 of said Highway Survey;  
Thence South 0°25'54" West along the East line of said North one-half of the Northwest quarter, 25.49 feet to a point in the line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 364+71.58 of said Highway Survey;  
Thence along said parallel line as follows:

North 89°05'06" West, 879.96 feet to a point opposite Station 355+91.62 of said Highway Survey;  
 Thence Westerly along an 11,519.16 foot radius curve right 170.89 feet to a point opposite Station 354+21.62 of said Highway Survey;  
 Thence North 88°14'06" West, 771.62 feet to a point opposite Station 346+50 of said Highway Survey;  
 Thence leaving said parallel line and bearing South 1°45'54" West, 30.00 feet to a point in a line parallel with and 90.00 feet Southerly from the centerline and opposite Station 346+50 of said Highway Survey;  
 Thence along said last parallel line as follows:  
 North 88°14'06" West, 236.37 feet to a point opposite Station 344+13.63 of said Highway Survey;  
 Thence Westerly along a 5639.58 foot radius curve left 210.29 feet to a point that bears South 0°22'17" East from Station 342+00 of said Highway Survey;  
 Thence leaving last parallel line and being North 63°31'28" West, 65.77 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline bears South 0°57'52" West from Station 341+40.69 of said Highway Survey;  
 Thence Westerly along said last parallel line being an 5669.58 foot radius curve left 292.87 feet to a point in the west line of said North one-half of the Northwest quarter that bears South 3°55'27" East from Station 338+44.72 feet of said Highway Survey;  
 Thence North 0°29'54" East along said West line 15.73 feet to the Place of Beginning.

**PARCEL IV:**

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The West one-half of the Northeast quarter;

**EXCEPTING THEREFROM:**

Beginning at the Northwest corner of the Northwest quarter of the Northeast quarter which bears South 0°54'54" West, 34.51 feet from Station 364+71.33 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;  
 Thence South 0°25'54" West along the West line of said Northwest quarter of the Northeast quarter, 25.49 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 364+71.58 feet of said Highway Survey;  
 Thence South 89°05'06" East along said parallel line 1312.00 feet to a point in the East line of said Northwest quarter of the Northeast quarter and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;  
 Thence North 0°23'54" East along said East line 32.06 feet to the Northeast corner of said Northwest quarter of the Northeast quarter which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said Highway Survey;  
 Thence North 89°22'19" West along the North line of said Northwest quarter of the Northeast quarter, 1311.94 feet to the Place of Beginning.

**ALSO EXCEPTING THEREFROM:**

Beginning at the North quarter corner of said Section 12;  
 Thence South 89°22'19" East along the North section line of said Section 12, 1311.96 feet to the Northeast corner of said Northwest quarter of the Northeast quarter;  
 Thence South 0°23'54" West, 32.06 feet to the South right of way line of State Highway 20-26 and 60.00 feet right of Station 377+83.56 feet and being the True Point of Beginning;  
 Thence South 0°23'54" West, 800.01 feet;  
 Thence North 44°20'33" West, 1136.47 feet to the South right of way line of State Highway 20-26 and 60.00 feet right of Station 368+83.56 feet;

Thence South 89°05'06" East, along the South right of way line of State Highway 20-26, 800.00 feet to the True Point of Beginning.

**PARCEL NO. V:**

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Northeast quarter of the Southwest quarter;

**PARCEL NO. VI:**

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The East one-half of the Northeast quarter;

**EXCEPT** for a tract of land deeded to the State of Idaho for highway purposes as set forth in Deed recorded June 24, 1965 as Instrument No. 15175, records of Gooding County, Idaho, described as follows:

A parcel of land being on the Southerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof, now on file in the office of the Department of Highway of State of Idaho, and being a portion of the Northeast quarter of the Northeast quarter of said Section 12;

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 12, which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said U.S. Highway No. 20 26, Project No. F-2351(3) Highway Survey;

Thence South 0°23'54" West along the West line of said Northeast quarter of Northeast quarter, 32.06 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;

Thence along said parallel line as follows: South 89°05'06" East, 609.61 feet to a point opposite Station 383.93 19 feet of said Highway Survey, Northeasterly along a 5789.58 foot radius curve left (the long chord of which bears North 88°06'41" East, 566.37 feet) an arc length of 566.62 feet to a point in the North line of said Section 12 and bears South 4°41'33" East from Station 389+53.94 of said Highway Survey;

Thence North 89°22'19" West along said North line, 1185.0 feet, more or less, to the Place of Beginning.

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 1 and 2;

EXCEPTING THEREFROM the following described tract of land located in Government Lots 2 and 3 of Section 7, Township 6 South, Range 16 East Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 7;

Thence South 89°52'19" East a distance of 1318.73 feet to the Northeast corner of Lot 1 of said Section 7;

Thence South 00°06'15" West a distance of 2088.95 feet along the Easterly boundary of said Government Lots 1 and 2 to its intersection with the centerline of an irrigation canal and the True Point of Beginning

Thence South 00°06'15" West a distance of 638.25 feet along the Easterly boundary of said Government Lots 2 and 3;

Thence North 77°41'05" West a distance of 655.30 feet;

Thence North 76°48'42" West, a distance of 189.33 feet;

Thence North 49°21'20" West, a distance of 70.01 feet to a point on the projected centerline of said irrigation canal;

Thence Northeasterly along the center of said irrigation canal the following courses and distances:

North 24°48'12" East, a distance of 172.58 feet;

Thence North 29°09'07" East, a distance of 142.01 feet;

Thence North 49°18'21" East, a distance of 87.58 feet;

Thence North 69°10'49" East, a distance of 79.38 feet;

Thence North 76°59'24" East, a distance of 329.73 feet;

Thence South 72°01'10" East, a distance of 115.75 feet;

Thence North 81°37'35" East, a distance of 139.0 feet;

Thence South 60°51'56" East, a distance of 31.12 feet to the Easterly boundary of said Government Lot 2 and the True Point of Beginning

Including an easement for the purpose of ingress, egress and public utilities over an existing access road which runs easterly from the Westerly boundary of said Lot 2 and 3;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

| DATE<br>OF NOTE  | PRINCIPAL<br>AMOUNT                                                                  | FINAL<br>INSTALLMENT DATE |
|------------------|--------------------------------------------------------------------------------------|---------------------------|
| November 2, 1998 |  | November 1, 2008          |

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

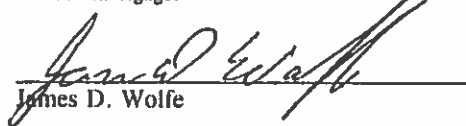
Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

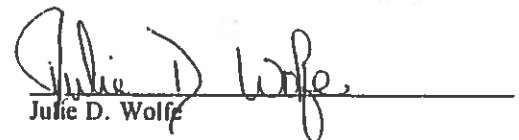
Mortgage (13467 442)

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct;

Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.

11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.

  
James D. Wolfe

  
Julie D. Wolfe

STATE OF IDAHO )  
 )ss.  
County of GOODING )

On this 6<sup>th</sup> day of November, 19 98, before me personally appeared James D. Wolfe, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Richard N. Lehner

Notary Public for the State of IDAHO  
Residing at TWIN FALLS  
My commission expires 12/8/2000

STATE OF IDAHO )  
 )ss.  
County of GOODING )

On this 6<sup>th</sup> day of November, 19 98, before me personally appeared Julie D. Wolfe, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Richard N. Lehner

Notary Public for the State of IDAHO  
Residing at TWIN FALLS  
My commission expires 12/8/2000

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority; provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.

177924

STATE OF IDAHO COUNTY OF GOODING  
GOODING TITLE & ESCROW

Filed for record at the request of

49 min. past 3 o'clock P.m. this 13<sup>th</sup>  
of November, 19 98 18:00

By Penny Archibald Deputy



## 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

March 3, 1999

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

37-11208  
JOHN W WALKER  
CAROL L WALKER  
1955B S 2400 E  
GOODING ID 83330

RE: Domestic and/or Stockwater Rights in Reporting Area 16, Basin 37  
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 37 (the Big Wood River drainage area). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 37 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Hailey, Fairfield, Gooding, Shoshone, Mountain Home, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher  
Director

Enclosures

AJ5855NP  
2364

IDAHO DEPARTMENT OF WATER RESOURCES  
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT  
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: March 3, 1999  
PAGE: 1

RIGHT NUMBER: 37-11208

NAME AND ADDRESS: JOHN W WALKER  
CAROL L WALKER  
1955B S 2400 E  
GOODING ID 83330

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000  
GALLONS PER DAY.

PRIORITY-DATE: 08/01/1930

POINT OF DIVERSION T06S R15E S12 NENESE Within GOODING County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE  | PERIOD OF USE | QUANTITY |
|-------------------------------|-----------------|---------------|----------|
|                               | DOMESTIC 1 HOME | 01-01 12-31   | 0.04 CFS |

PLACE OF USE: DOMESTIC Within GOODING County  
T06S R15E S12 NESE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A  
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE  
PARCEL NO. 06S15E127360-01

AJ5856NP

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

DATE: OCT-24-1997

PAGE: A-697

RIGHT NUMBER: 37-11208

NAME & ADDRESS: JOHN W WALKER  
CAROL L WALKER  
1955B S 2400 E  
GOODING ID 83330

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000  
GALLONS PER DAY.

PRIORITY DATE: 08/01/1930

POINT OF DIVERSION: T06S R15E S12 NENESE Within GOODING County

PURPOSE AND

| PERIOD OF USE: | PURPOSE OF USE  | PERIOD OF USE | QUANTITY |
|----------------|-----------------|---------------|----------|
|                | DOMESTIC 1 HOME | 01-01 12-31   | 0.04 CFS |

PLACE OF USE: DOMESTIC Within GOODING County  
T06S R15E S12 NESE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A  
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE  
PARCEL NO. 06S15E127360-01

D  
7-27-98

Claim proofread by: KT

Date: 11-03

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: A37-11208  
Date Received: 8/31/1988  
Receipt No: 5001982  
Received By: RA

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: JOHN W. WALKER 208-934-8525  
Address: 1955B S 2400 E  
GOODING, ID 83330

AND/OR

Name: CAROL L. WALKER 208-934-8525  
Address: 1955B S 2400 E  
GOODING, ID 83330

2. Date of Priority: AUG 01, 1930

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County  |
|----------|-------|---------|--------|--------|-----|-----|---------|
| 06S      | 15E   | 12      | NE     | NE     | SE  |     | GOODING |

5. Description of diverting works:  
WELL & PUMP

6. Water is used for the following purposes:

| Purpose  | From  | To    | C.F.S. | (or) | A.F.A. |
|----------|-------|-------|--------|------|--------|
| DOMESTIC | 01/01 | 12/31 | 0.040  |      |        |

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:  
D/1 HOME

10. Place of Use:

| Township | Range | Section | 1/4 of 1/4 | Lot | Use    | Acres |
|----------|-------|---------|------------|-----|--------|-------|
| 06S      | 15E   | 12      | NE SE      |     | DOMEST |       |

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:  
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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): John W. Walker Date: 8-31-88  
Date: \_\_\_\_\_

State of Idaho )  
County of Twin Falls ) SS.

Subscribed and sworn (or affirmed) before me this 31 day  
of August 19 88  
Seal [Signature]  
Notary Public

Residing at Boise, ID  
My Commission Expires June 10, 1994

NO CONDITIONS OF APPROVAL FOUND.

**MICROFILMED**  
**OCT 25 1994**

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIMS PROOF READING REPORT

CERTIFIED  
MAR 8 2003  
WATER EXAMINER