

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 22 2009
DEPARTMENT OF
WATER RESOURCES

Notice of Security Interest in a Water Right

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

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

1. Water Right No(s): 1-15 AND 1-2070
Adjudication Claim No(s): AAJ AAJ

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

P. O. BOX 87

TWIN FALLS, ID 83303

RECEIVED

OCT 05 2009

Department of Water Resources
Eastern Region

4. Name of Water Right Owner/Claimant(s)

ROBYN ANDERSEN

5. Expiration Date of Notification Period 9-10-2029

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Cherlene D. Smith
Commercial Loan Officer

For Office Use Only

Received by

Date

Fee

Receipted by

Date

Receipt No.

Processed by

Date

WR

Date

SCANNED

SEP 29 2009

CONTINUATION

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 20: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$

SAVE AND EXCEPT the following described property

Beginning at the W $\frac{1}{4}$ section corner of said Section 21, said corner marked by a No. 10 rebar;
Thence North 00°25'01" East along the section line for a distance of 1279.84; Thence North
89°08'50" West for a distance of 151.24 feet to a 5/8 inch rebar; Thence North
89°08'50" West for a distance of 47.31 feet to a 1/2 inch rebar which shall be the Point
of Beginning;

Thence North 89°08'50" West for a distance of 206.19 feet to a 1/2 inch rebar;
Thence North 06°45'13" West for a distance of 403.06 feet to a 1/2 inch rebar;
Thence North 06°45'13" West for a distance of 13.42 feet to the mean highwater line of the
Milner Dam Pool;

Thence along said line for the following courses and distances:

Thence South 73°48'04" East for a distance of 46.56 feet;

Thence North 76°42'49" East for a distance of 120.39 feet;

Thence North 30°22'45" East for a distance of 113.79 feet;

Thence leaving said highwater line South 03°51'33" East for a distance of 26.76 feet to a 1/2
inch rebar;

Thence South 03°51'33" East for a distance of 503.95 feet to the Point of Beginning.

Section 21: Lots 1, 2, 3 and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

SAVE AND EXCEPTING from Lot 1, the following described tracts of land:

Tract No. 1:

Beginning at the Southeast corner of said Lot 1;

Thence North 208 feet;

Thence West 208 feet;

Thence South 208 feet;

Thence East 208 feet to the Point of Beginning.

Tract No. 2:

Commencing at a point 802.0 feet North of the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 88°00' West 180.0 feet;

Thence North 80°35' West 338.2 feet;

Thence North 80°00' West 484.0 feet;

Thence North 68°00' West 664.0 feet;

Thence North 80°00' West 197.0 feet;

Thence South 83°00' West 292.0 feet;

Thence South 46°00' West 285.0 feet;

Thence South 59°00' West 245.0 feet;

Thence South 83°00' West 264.0 feet;

Thence North 84°00' West 615.0 feet;

Thence North approximately 147.0 feet to the bank of Snake River;

Thence following bank of Snake River in an Easterly direction to a point North of the Point of
Beginning;

Thence South to the Point of Beginning, and a road right-of-way 50 feet wide paralleling South
border of above described exception.

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CONTINUATION

EXHIBIT A

Tract No. 3:

Beginning at a point located North 30°32' West a distance of 936.53 feet from the Southeast corner of said Lot 1, such a point located on the South right-of-way line of Star Drive, of the Star Park Subdivision;

Thence North 80°00' West along the South right-of-way of Star Drive, a distance of 49.47 feet;

Thence North 80°00' West along the South right-of-way line of Star Drive, a distance of 279.87 feet;

Thence South a distance of 297.00 feet;

Thence East a distance of 324.0 feet;

Thence North a distance of 240.00 feet to the Point of Beginning.

Tract No. 4:

Beginning at a point located North 42°50' West a distance of 1177.19 feet from the Southeast corner of said Lot 1, such point located on the South right-of-way line of Star Drive of the Star Park Subdivision;

Thence North 80°00' West along the South right-of-way line of Star Drive a distance of 206.80 feet;

Thence North 68°00' West along the South right-of-way line of Star Drive, a distance of 123.35 feet;

Thence South a distance of 337.15 feet;

Thence East a distance of 318.35 feet;

Thence North a distance of 255.05 feet to the Point of Beginning.

Tract No. 5:

Beginning at the W¼ section corner of said Section 21, said corner marked by a No. 10 rebar;
Thence North 00°25'01" East along the West line of Section 21 for a distance of 1279.84; Thence North 89°08'50" West for a distance of 151.24 feet to a 5/8 inch rebar;
Thence North 65°01'45" East for a distance of 2363.91 feet to the Southwest corner of Star Drive marked by a 3/8 inch rebar which shall be the Point of Beginning;

Thence North 83°30'10" West for a distance of 242.44 feet to a ½ inch rebar;

Thence North 00°25'00" East for a distance of 50.28 feet to a ½ inch rebar;

Thence North 00°25'00" East for a distance of 117.93 feet to a ½ inch rebar;

Thence North 00°25'00" East for a distance of 5.73 feet to the high water line of the Milner Dam Pool;

Thence South 79°21'35" East along the high water line of the Milner Dam Pool for a distance of 62.70 feet;

Thence North 79°51'36" East along the high water line of the Milner Dam Pool for a distance of 85.44 feet;

Thence South 70°35'27" East along the high water line of the Milner Dam Pool for a distance of 56.09 feet;

Thence North 87°11'32" East along the high water line of the Milner Dam Pool for a distance of 42.41 feet to the West line of the Star Park Subdivision;

Thence South 00°25'00" West along the West line of the Star Park Subdivision for a distance of 16.71 feet to a 5/8 inch rebar;

Thence South 00°25'00" West along the West line of the Star Park Subdivision for a distance of 121.29 feet to a ½ inch rebar;

Thence South 00°25'00" West along the West line of the Star Park Subdivision for a distance of 0.37 feet to a 3/8 inch rebar at the Southwest corner of Lot 35 in Block 1 of the Star Park Subdivision;

Thence South 00°25'00" West along the West line of the Star Park Subdivision for a distance of 49.91 feet to the Point of Beginning.

CONTINUATION

EXHIBIT A

PARCEL NO. 2:

An Easement for pipeline as created by Warranty Deed executed by Richard B. Tilley and June Tilley, husband and wife to Simplot Industries, Inc., a Utah corporation, dated September 23, 1969 and recorded February 25, 1980 as Instrument No. 123871 on Film No. 132, records of Cassia County, Idaho, between Lots 5 and 6 of the Star Park Subdivision, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County and extending in a Southerly direction from the South bank of the Snake River to Parcel No. 1.

PARCEL NO. 3:

An Easement for the construction, repair, improvement and maintenance of an irrigation pipeline for the benefit of Parcel No. 1 as created by Irrigation Pipeline Easement executed by Eugene L. Holm and Tommie L. Holm, husband and wife, Grantor to Bar-U-Inc., an Idaho corporation, Grantees, dated June 11, 1992 and recorded July 27, 1992 as Instrument No. 220159 on Film No. 236, records of Cassia County, Idaho, over and across the West 5 feet of the E½ of Lot 20 of the Star Park Subdivision, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

SCANNED

SEP 23 2009

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Idaho Department of Water Resources Receipt

Receipt ID: C089335

Payment Amount	\$50.00	Date Received	9/22/09 9:47	Region	STATE
Payment Type	Check	Check Number	11087		
Payer	DL EVANS BANK				

Comments Water Right #'s 1-15 & 1-~~20~~10 for Robyn Andersen

1-2010

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155

SR7

Signature Line (Department Representative)

RECORDATION REQUESTED BY:

D. L. Evans Bank
 North Burley Branch
 P.O. Box 1188
 397 North Overland Ave.
 Burley, ID 83318

WHEN RECORDED MAIL TO:

D. L. Evans Bank
 North Burley Branch
 P.O. Box 1188
 397 North Overland Ave.
 Burley, ID 83318

SEND TAX NOTICES TO:

Robyn Andersen
 322 East Main
 Burley, ID 83318

CASSIA COUNTY

RECORDED FOR:

LAND TITLE AND ESCROW
 2:19:11 pm 09-10-2009

2009-004588

NO. PAGES: 9

FEE: \$27.00

LARRY A. NICKELSEN
 COUNTY CLERK

DEPUTY: VIKI

#40785

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated September 10, 2009, is made and executed between Robyn Andersen (referred to below as "Grantor") and D. L. Evans Bank, whose address is P.O. Box 1188, 397 North Overland Ave., Burley, ID 83318 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cassia County, State of Idaho:

See Exhibit "A"

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 1-15 WITH A CLAIMED PRIORITY OF APRIL 01, 1939 TO 4 CFS OF IRRIGATION WATER OF THE SNAKE RIVER, A TRIBUTARY OF THE COLUMBIA RIVER AND WATER RIGHT NO. 1-2070 WITH A CLAIMED PRIORITY OF JULY 18, 1950 TO 3.36 CFS OF IRRIGATION WATER OF THE SNAKE RIVER, A TRIBUTARY OF THE COLUMBIA RIVER.

TOGETHER WITH 128.34 ASSESSED ACRES OF WATER RIGHTS, SERIAL NO. 1314 AND 24.13 ASSESSED ACRES OF WATER RIGHTS, SERIAL NO. 1314.1 FROM THE BURLEY IRRIGATION DISTRICT AND TOGETHER WITH 100 SHARES OF CAPITAL STOCK OF THE PALISADES WATER USES, INC..

TOGETHER WITH ALL IRRIGATION EQUIPMENT AND ADDITIONS THERETO AND REPLACEMENTS THEREOF AND NOW OWNED OR HEREAFTER ACQUIRED BY THE BORROWERS AND USED IN THE IRRIGATION OF THE ABOVE PREMISES. , which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 70 North 500 West, Burley, ID 83318.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

SCANNED**SEP 23 2009**

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Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and without compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest in a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable as a balloon payment due during either (1) the term of any applicable insurance policy, or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Handwritten initials or mark.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

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

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insolvency. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled, separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices or foreclosures from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cassia County, State of Idaho.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any instance transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Handwritten initials or signature.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Robyn Andersen and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Robyn Andersen.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated September 10, 2009, in the original principal amount of \$452,392.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 10, 2019. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

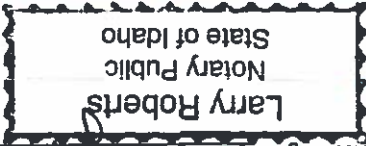
GRANTOR:


Robyn Andersen

SCANNED

SEP 23 2009

INDIVIDUAL ACKNOWLEDGMENT

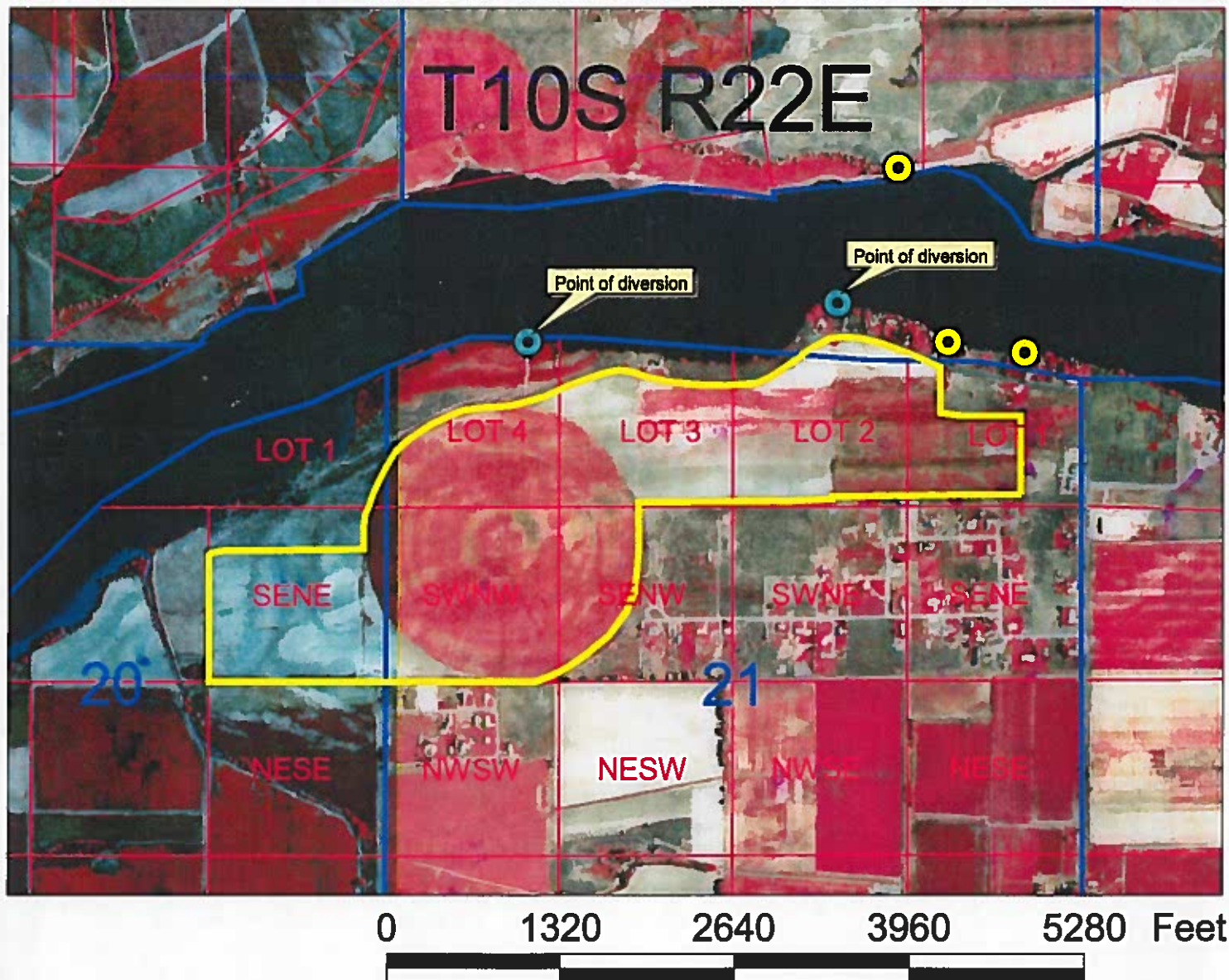
STATE OF Idaho
COUNTY OF Carson
On this 12th day of September, in the year 2009, before me, Larry Roberts,
a notary public in and for the State of Idaho, personally appeared Robyn Andersen, known or identified to
me (or proved to me on the oath of Larry Roberts), to be the person whose name is subscribed to the within
instrument and acknowledged to me that he or she executed the same.
Notary Public for Idaho
My commission expires 6-30-15

Residing at Burley ID

1-15



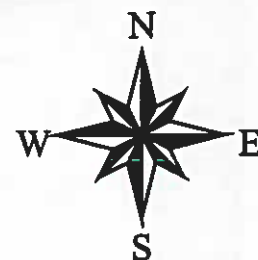
Department of Water Resources

Claim No.: 01-00015



- Place of Use
- Point of diversion
- Sections
- QQ

SCANNED
OCT 17 2006



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by M. Holliday
Date: September 2005

Claim Number **01-15**

19 August 2005

Point(s) of Diversion

GPS Coordinates

Waypoint #: 080 2509877 Motor/Pump 1 (east)
1260888



Waypoint #: 081 2509161 Motor/Pump 2 (west)
1260798



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OCT 17 2006

Motor/Pump Data

Motor #1

Make: Baldor

Cat. No.: A15095D-55

H.P.: 40 DP

Rpm: 1780

Frame: 324JP

Serial: 96080

Volts: 230/460

Code: F

Amps: 92/46

Design: B

NEMA nom. eff.: 98.6

Ph.: 3

PU end bearing: 6312

Cycles: 60 Hz. Class: F

FR end bearing: 6311

Series F.: 1.15

Rating: 40C AMB-CONT

Spec.: 42F60X2361



Pump #1

Make: Cornell

Model: 4RB-40-4

Serial No.: 82638 12.5



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OCT 17 2006

Motor #2

Make: U.S. Electrical Motors

H.P.: 75 **Ph.:** 3 **Serial:** 987447

Volts: 220/440 **Cycles:** 60 Hz.

Type: CFU **Rpm:** 1800

Amps: 90 **Hi Volts**

180 **Lo Volts**

Upper: 7320 **Rating:** 40 °C

Frame: 445 **Lower:** 6215 **Code:** F **Design:** B



Pump #2

Make: Layne Bowler

Serial No.: 9023



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OCT 17 2006

01-15

Log

<u>Date</u>	<u>Description</u>		
8/16	Pre-field prep, called & left messy to set appt 12:03 pm	1 hr	✓
8/17	Track down contact info. Addr	1/2 hr	✓
8/19	Field work with owner GPS fixes, photos, motor/pump data, outline land,	2.0 hr	✓

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OCT 17 2006

01-15 Field Notes

Jeff Kibler
208-757-8182

8/16 Note: Error in Range data on court docs, pg 1
Documents show R21E. Should be R22E.
Same error on pg 1 of Water Right Report 1-15
"Location of Point(s) of Diversion" is R21E, should be R22E.

8/17 The address 322 East Main, Burley, ID is the site
of a UPS Store owned and operated by Robyn Andersen.
Store counter worker called owners and was able to set appt.
w/ Andersen's 8/19/05 @ 7 AM @ store.

8/19 Field work 7am-9am. GPS fix of both PODs. Photos.
Farm land was purchased two years prior from JR Simplot
Motors and pumps have been operational for the past 40-50 years.
Land is being leased to farmer working the ground. Irrigation
systems are wheel lines (4) and pivots (2). Sm pivot
installed last yr.

• Large Pivot 1085 ft radius, 88 acres @ 550 gpm

• Small Pivot 585 ft radius, 34 acres @ 285 gpm

Both pivots are supplied water by M/P #2.

M/P #1 supplies water to wheel lines

• Wheel lines (4) sprinkler count = $(3 \times 32) + 18 \sim 4 \text{ gpm} @ \sim 60 \text{ psi}$
9/64 rainbirds

GPS Coordinates

Waypt # 80 M/P #1

2509877
1260888

8/19/05

Waypt # 81 M/P #2

2509161
1260798

8/19/05

pg 1/3

2.88

M/P Data (cont.)

#2 Motor

Make: U.S. Electrical Motors

H.P.: 75 Phase: 3 Serial: 987447

Volts: 220-440 Cycles: 60Hz

Type: CFU Rpm: 1800

Amps: 90 Hi volts

180 Lo volts

Upper: 7320 Rating: 40°C

Frame: 445 Lower: 6215 Code: F Design: B

#2 Pump

Make: Layne Bowler

Serial No.: 9023

SCANNED

OCT 17 2006

Water Right Report 1-15

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	OTIS L ORTON HEYBURN, ID

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/	to /	4.000 CFS	
		Total Diversion:	4.000 CFS	

Sec. 21, Twp 10S, Rge 21E, B.M.

Place of Use
IRRIGATION

See copy of relevant
page of decree attached

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	22E	20	X			X						X							
			L1									L3							
10S	22E	21	X	X	X	X	X	X	X	$\frac{1}{2}X$									
			portion 8/27/05		not irrigated nor included 8/27/05				L3? 2/4?		ok 8/27/05			not portion of land/property 8/27/05					

Conditions of Approval:

Conditions of Approval:

Remarks:

1. General AC, IRR, = NOT STATED.

Comments:

Dates and Other Information:

SCANNED

OCT 17 2006

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 1-15

Dates and Other Information:

Licensed Date:
Decreed Date: 7/10/1968
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 01
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant: Henry Eagle
Decree Plaintiff: Burley Irrigation District
Civil Case Number: 21406
Judicial District: Fifth District
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

SCANNED
OCT 17 2006

1 Township Eight (8) South, Range Twenty-four (24) East of
Boise Meridian: Sections One (1) through Fifteen (15),
Seventeen (17) through Thirty-six (36) inclusive;

2 Township Seven (7) South, Range Twenty-four (24) East of
Boise Meridian: Sections 15, 22, 23, Twenty-six (26)
3 through Thirty-five (35) inclusive;

4 Township Nine (9) South, Range Twenty-three (23) East of
Boise Meridian: Sections One (1) through Seven (7)
5 inclusive;

6 Township Eight (8) South, Range Twenty-three (23) East of
Boise Meridian: Sections One (1) through Fifteen (15)
7 inclusive, Seventeen (17) through Thirty-five (35) inclusive;

8 Township Nine (9) South, Range Twenty-three (23) East of
Boise Meridian: Section 34;

9 Township Ten (10) South, Range Twenty-two (22) East of
Boise Meridian: Sections Three (3) through Eleven (11)
10 inclusive, Sections Fifteen (15) through Nineteen (19)
11 inclusive;

12 Township Nine (9) South, Range Twenty-two (22) East of
Boise Meridian: Sections One (1) through Five (5)
13 inclusive, Seven (7) through Fifteen (15) inclusive,
14 Seventeen (17) through Twenty-three (23) inclusive,
15 Twenty-seven (27) through Thirty-four (34) inclusive;

16 Township Eight (8) South, Range Twenty-two (22) East of
Boise Meridian: Sections 24, 25, 30, 35;

17 Township Ten (10) South, Range Twenty-one (21) East of
Boise Meridian: Sections One (1) through Four (4), Eight
18 (8) through Sixteen (16), Twenty-one (21) through Twenty-
19 four (24);

20 Township Nine (9) South, Range Twenty-one (21) East of
Boise Meridian: Sections One (1) through Four (4), Seven
21 (7) through Twelve (12), Fifteen (15) through Eighteen (18),
22 21, 22, 25, 26, Thirty-three (33) through Thirty-six (36)
inclusive;

23 Township Eight (8) South, Range Twenty-one (21) East of
Boise Meridian: Sections Twenty-two (22) through Twenty-
24 seven (27), inclusive, Thirty-three (33) through Thirty-
25 six (36) inclusive.

01 00151. Otis Orton.

26 4.00 cubic feet of water per second.

27 Point of Diversion

28 Lots One (1) and Four (4), Section Twenty-one (21),
29 Township Ten (10) South, Range Twenty-two (22), E.B.M.

30 Lands to Which Appurtenant

31 N 1/2 of Section 21 and L&S1 and 3, E 1/4 of NE 1/4 of
32 Section 20, Township 10 South, Range 22 East, Boise
Meridian.

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	1-15				
	1-2070				

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

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

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

Name and Address of Former
Owner/Claimant(s)

Bar-U-Inc.

P. O. Box 27
Boise, ID 83707

New Owner/Claimant(s)

Bret Andersen and Robyn Andersen

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

New Mailing Address

322 East Main

City, State and ZIP Code

Burley, ID 83318

New Telephone Number

(208) 677-2864

Date you acquired the property

December 15, 2003

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DEC 24 2003

Department of Water Resources
Southern Region

NIO

T183

3
28.4

NC

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T8445

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T8353

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6
2.6

T184

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Copy

293075

BARGAIN AND SALE DEED

GRANTOR, **BAR-U-INC.**, an Idaho corporation, whose principal address is 999 Main Street, Suite 1300, Boise ID 83702, for Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell and convey unto **BRET ANDERSEN and ROBYN ANDERSEN, husband and wife**, whose principal address is 322 East Main, Burley ID 83318, as GRANTEE, and to Grantee's successors and assigns forever, all of the following described real estate located in Cassia County, State of Idaho:

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all improvements, easements, hereditaments, water and water rights, ditches and ditch rights, claims to water rights, any stock in ditch or irrigation companies appurtenant thereto, which water-related rights and claims include, but are not limited to, those matters set forth on Exhibit B, attached hereto and made a part hereof, and all other appurtenances, and SUBJECT TO such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto caused this deed to be executed in its corporate name this 12th day of December, 2003.

BAR-U-INC.

By

Scott R. Simplot, President

ATTEST:

By

Ronald N. Graves, Secretary

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OCT 17 2006

LAND TITLE & ESCROW

03 DEC 16 PM 1 30

FEE 1500

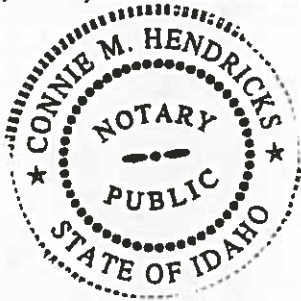
DEFUTER

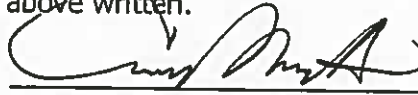
CASSIA COUNTY, IDAHO
LARRY A. HOFFERSEN
RECORDER

293075

STATE OF IDAHO)
) ss.
County of ADA)

On this 12th day of December, 2003, before me, a Notary Public in and for said State, personally appeared Scott R. Simplot and Ronald N. Graves, known to me to be the President and Secretary, respectively of Bar-U-Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for Idaho
Residing at: Boise
My Commission Expires: 8/22/08

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Department of Water Resources
Southern Region

Exhibit A

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA
COUNTY, IDAHO

Section 20: Lot 1, SE1/4NE1/4

Section 21: Lots 1, 2, 3 and 4, SW1/4NW1/4, W1/2SE1/4NW1/4

SAVE AND EXCEPTING from Lot 1, the following described tracts of land:

Tract No. 1:

Beginning at the Southeast corner of said Lot 1;
Thence North 208 feet;
Thence West 208 feet;
Thence South 208 feet;
Thence East 208 feet to the Point of Beginning.

Tract No. 2:

Commencing at a point 802.0 feet North of the Northeast corner of the
SE1/4NE1/4;
Thence North 88°00' West 180.0 feet;
Thence North 80°35' West 338.2 feet;
Thence North 80°00' West 484.0 feet;
Thence North 68°00' West 664.0 feet;
Thence North 80°00' West 197.0 feet;
Thence South 83°00' West 292.0 feet;
Thence South 46°00' West 285.0 feet;
Thence South 59°00' West 245.0 feet;
Thence South 83°00' West 264.0 feet;
Thence North 84°00' West 615.0 feet;
Thence North approximately 147.0 feet to the bank of the Snake River;
Thence following bank of Snake River in an Easterly direction to a point North of
the Point of Beginning;
Thence South to the Point of Beginning, and a road right-of-way 50 feet wide
paralleling South border of above described exception.

Tract No. 3:

Beginning at a point located North 30°32' West a distance of 936.53 feet from the
Southeast corner of said Lot 1, such a point located on the South right-of-way line
of Star Drive, of the Star Park Subdivision;
Thence North 80°00' West along the South right-of-way of Star Drive, a distance
of 49.47 feet;
Thence North 80°00' West along the South right-of-way line of Star Drive, a
distance of 279.87 feet;
Thence South a distance of 297.00 feet;
Thence East a distance of 324.0 feet;
Thence North a distance of 240.00 feet to the Point of Beginning.

Tract No. 4:

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Beginning at a point located North 42°50' West a distance of 1177.19 feet from the Southeast corner of said Lot 1, such point located on the South right-of-way line of Star Drive of the Star Park Subdivision;
Thence North 80°00' West along the South right-of-way line of Star Drive a distance of 206.80 feet;
Thence North 68°00' West along the South right-of-way line of Star Drive, a distance of 123.35 feet;
Thence South a distance of 337.15 feet;
Thence East a distance of 318.35 feet;
Thence North a distance of 255.05 feet to the Point of Beginning.

PARCEL NO. 2:

An Easement for pipeline as created by Warranty Deed executed by Richard B. Tilley and June Tilley, husband and wife to Simplot Industries, Inc., a Utah corporation, dated September 23, 1969 and recorded February 25, 1980 as Instrument No. 123871 on Film No. 132, records of Cassia County, Idaho, between Lots 5 and 6 of the Star Park Subdivision, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County and extending in a Southerly direction from the South bank of the Snake River to Parcel No. 1.

PARCEL NO. 3:

An Easement for the construction, repair, improvement and maintenance of an irrigation pipeline for the benefit of Parcel No. 1 as created by Irrigation Pipeline Easement executed by Eugene L. Holm and Tommie L. Holm, husband and wife, Grantor to Bar-U-Inc., an Idaho corporation, Grantees, dated June 11, 1992 and recorded July 27, 1992 as Instrument No. 220159 on File No. 236, records of Cassia County, Idaho, over and across the West 5 feet of the E1/2 of Lot 20 of the Star Park Subdivision, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

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Department of Water Resources
Southern Region



Exhibit B
Bar-U-Inc.
Tilley Farm Water Rights List

Water Right Number	Priority	Stage	Use
1-15	April 1, 1939	Decreed	Irrigation
1-2070	July 18, 1950	License	Irrigation

*In addition to the above referenced water rights Grantor also assigns and conveys to Grantee 1,250 shares of Palisades Water Users, Inc. Stock issued under certificate no. 444.

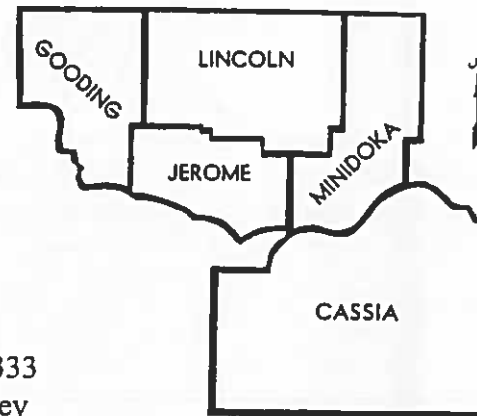
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Department of Water Resources
Southern Region



Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #38333
OFFICE: Burley

December 23, 2003

Idaho Dept. of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

Dear Sir/Madam:

Enclosed with this letter please find an original executed Notice of Change In Water Right Ownership, an aerial photo and a copy of the recorded Warranty Deed on property located in Cassia County, Idaho.

Would you please make the necessary changes in the records to indicate the new owners as Bret Andersen and Robyn Andersen. Please send a receipted copy to this office.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,
Land Title and Escrow, Inc.

A handwritten signature in cursive script that reads "Nancy Garrett".

Nancy Garrett
Reconveyance Department

/nrg
enc.

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Department of Water Resources
Southern Region



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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Monday, December 29, 2003

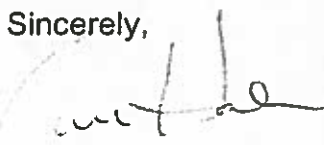
BRET AND ROBYN ANDERSEN
322 EAST MAIN
BURLEY ID 83318

Re: SRBA Claim #01-15, #01-2070

Dear Mr. And Mrs. Andersen,

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

Sincerely,



Carrie Hahn
Office Specialist

Enc. (5)

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OCT 17 2006

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 1-15
Date Received: 7/13/1989
Receipt No: C008235
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BRET ANDERSEN Phone: (208)677-2864
322 EAST MAIN
BURLEY ID 83318

ROBYN ANDERSEN Phone: (208)677-2864
322 EAST MAIN
BURLEY ID 83318

2. Date of Priority: 04/01/1939

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
10S	21E	21	NE	NE	1	CASSIA	
10S	21E	21	NW	NW	4	CASSIA	

5. Description of diverting works:

INTAKE PIPE, PUMP AND COMMON MAINLINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	4	

7. Total Quantity Appropriated is:

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OCT 17 2006

4 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	
10S	22E	20	NE	NE	1	IRRIGATION	25
			SE	NE		IRRIGATION	40
					Section Acres	65	
10S	22E	21	NE	NE		IRRIGATION	30
			NW	NE		IRRIGATION	35
			NE	NW	3	IRRIGATION	38
			NW	NW	4	IRRIGATION	40
			SW	NW		IRRIGATION	40
			SE	NW		IRRIGATION	20
					Section Acres	203	
					Total Acres	268	

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Decreed

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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: A01-00015
Date Received: 7/13/89
Receipt No: C008235
Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BAR U INC.
Address: P.O. BOX 27
BOISE, ID

83707

2. Date of Priority: APR 01, 1939

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
10S	21E	21		NE	NE	1	CASSIA
				NW	NW	4	CASSIA

5. Description of diverting works:
INTAKE PIPE, PUMP AND COMMON MAINLINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	4.000		

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

8. Total consumptive use is 804.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	22E	20	NE	NE	1	IRR	25.0
			SE	NE		IRR	40.0
Section Acres							65.0

A01-00015

Page 1

Date: 07/05/89

SCANNED

OCT 17 2006

MICROFILMED

MAR 19 1993

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
10S	22E	21	NE		NE		IRR	30.0
			NW		NE		IRR	35.0
			NE		NW	3	IRR	38.0
			NW		NW	4	IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	20.0

Section Acres 203.0

Total Acres 268.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
A01-02070

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

BURLEY IRR. DIST. ET AL
Decree Plaintiff

vs

HENRY EAGLE.
Decree Defendant

16. Signature(s)

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

Number of attachments: One Map

For Organizations:

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

Bar -U- Inc., that I have signed the foregoing Organization document in the space below as _____ Secretary _____ of _____ Title _____

Bar -U- Inc. and that the statements contained in the Organization foregoing document are true and correct.

Russell L. Shaw
Signature of Authorized Agent

Secretary, Bar -U- Inc.

Title and Organization

July 10, 1989

Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 10th day

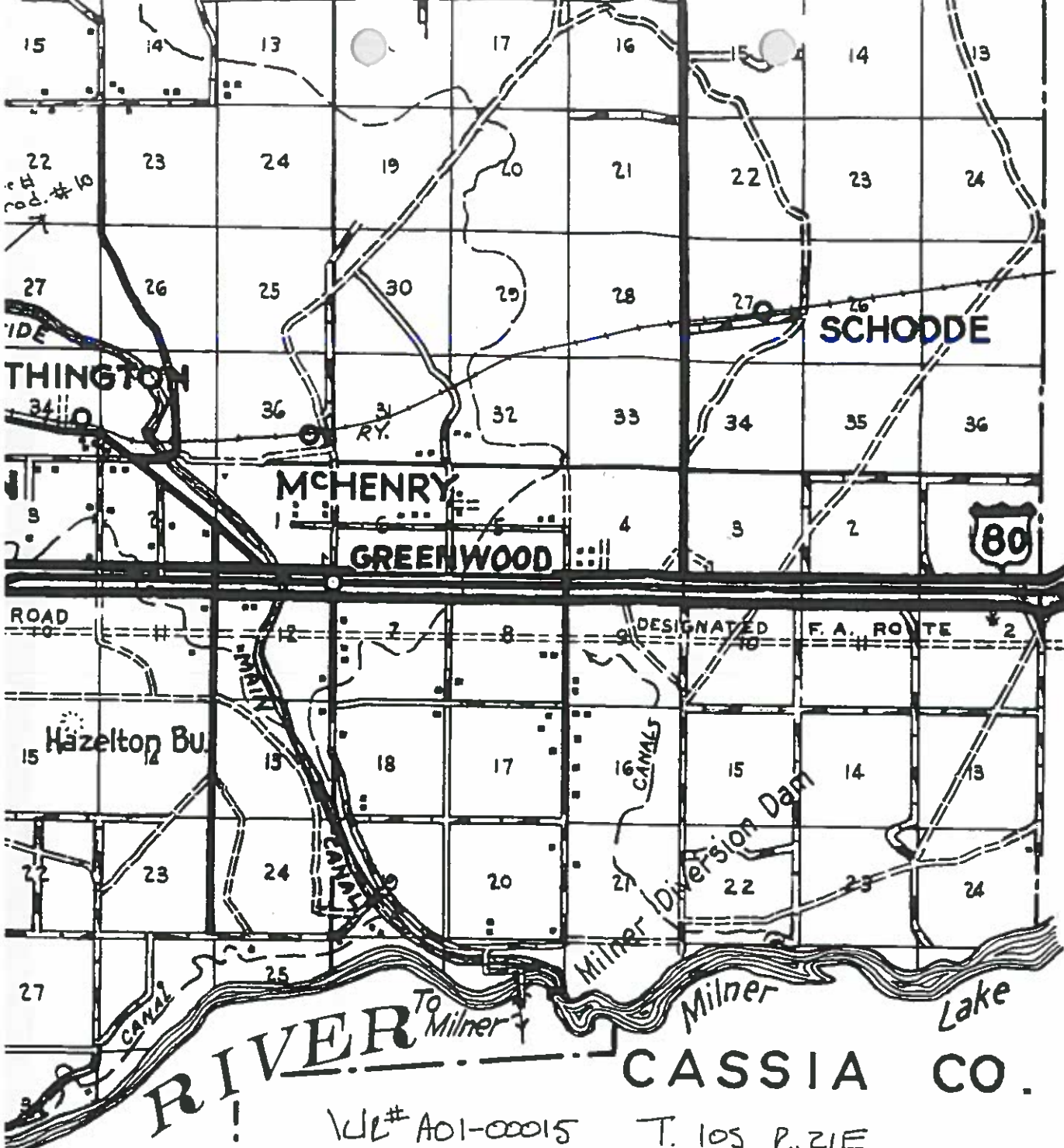
of July 19 89

Vicki A. Lower
Notary Public

Seal

Residing at _____ Meridian

My Commission Expires 11-06-91



UL# A01-00015 T. 10S R. 21E

= point of Diversion
= place of Use

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THE LAW PROHIBITS COPYING OR REPRODUCING
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USE OR RESALE WITHOUT PERMISSION

O E.

R. 21 E.

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OCT 17 2006

MICROFILMED
MAR 19 1993

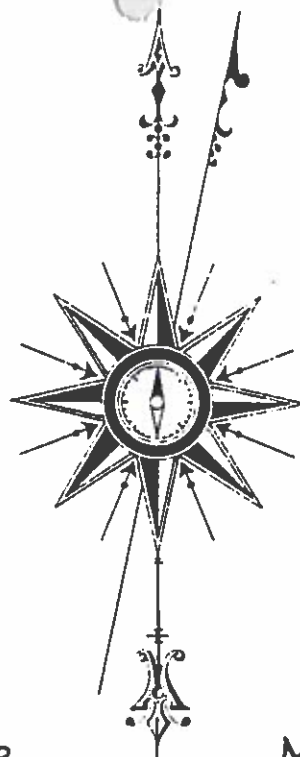
MAP

DUNTY

DAHO

-LEGE

PAVED ROADS
STATE HWYS. UI
GRAVELED RO
DIRT ROADS
INFERIOR RO
RAILROADS
INTERMITTE
TRAILS
CANALS & DI
SCHOOLS
CAMPS
NATL. FOREST B
RANGER STAT
GAME REFUGE E
COUNTY LINE



105 22E

