

06/08/2011

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

RIGHT NUMBER: 22-2180

NAME AND ADDRESS: VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE ID 83436

DIANE P SCHWENDIMAN
9633 E HWY 33
NEWDALE ID 83436

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 3.100 CFS
1,004.500 AFY

Right Nos. 22-2180 and 22-13461 are limited to a total combined diversion rate of 3.10 cfs.

PRIORITY DATE: 07/19/1960

POINT OF DIVERSION:

T06N R41E S2 SENW Within MADISON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	3.100 CFS 1,004.50 AFY

PLACE OF USE: IRRIGATION in MADISON County

T06N R41E S02 Lot 3 NENW	23.00	T06N R41E S02 Lot 4 NWNW	33.00
T06N R41E S02 SWNW	39.00	T06N R41E S02 SENW	23.00
T06N R41E S02 NESW	23.00	T06N R41E S02 NWSW	38.00
T06N R41E S02 SWSW	38.00	T06N R41E S02 SESW	23.00
T06N R41E S11 NENW	23.00	T06N R41E S11 NWNW	39.00

302 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 302 acres in a single irrigation season. Combined Right Nos.: 22-2180 and 22-13461.

This right is limited to the irrigation of 287 acres within the place of use described above in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right No. 22-13461 is also diverted through point of diversion described above.

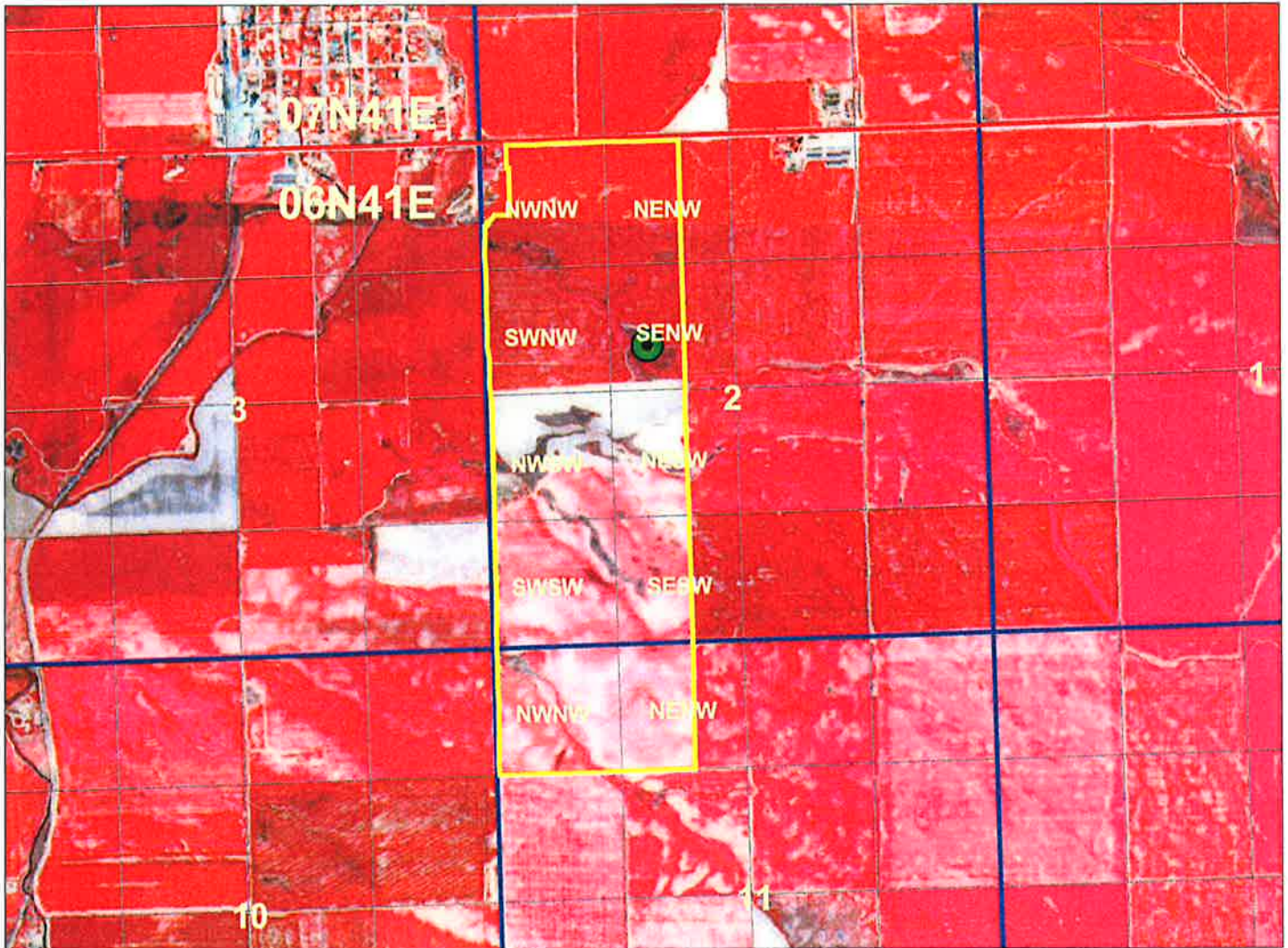
Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Department of Water Resources

Eastern Region

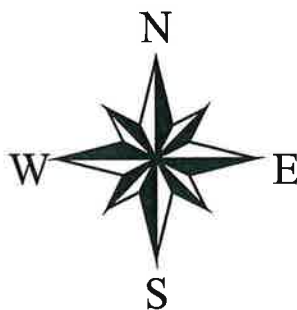


Claim No.: 22-2180 and 22-13461



0 0.25 0.5 0.75 1 Miles

- Point of Diversion
- Place of Use
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: Kristin Moore
Date Prepared: January 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

March 22, 2011

Idaho AgCredit FLCA
PO Box 386
Rexburg ID 83440

RE: Notice of Security Interest in a Water Right 22-2180 & 22-13461

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence adding a security interest to the above referenced water right(s) to you. The department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Updating the security interest record for a water right does not reconfirm the validity of the right. When processing an security interest notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Val E Schwendiman
Diane Schwendiman

SCANNED

MAR 22 2011

RECEIVED

FEB 09 2011

Department of Water Resources
Eastern RegionSTATE OF IDAHO
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): Adj. 22-2180, 22-13461 OK
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
Idaho AgCredit, FLCA
P.O. Box 386
Rexburg, Idaho 83440
4. Name of Water Right Owner/Claimant(s) Val E. Schwendiman
5. Expiration Date of Notification Period 2-1-2041
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Idaho AgCredit, FLCA
by: Marc Jannerberg

For Office Use Only

Received by JB Date 2/9/2011 Fee \$25
 Received by JB Date 2/9/2011 Receipt No. E0320419
 Processed by AJ Date 2/9/2011 WR 22-2180, 22-13461 Date 2/9/2011
\$25 - E0320420

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MAR 22 2011

Rec g Requested by:

Loan N 231-004-0006495796-5541018-101

WHEN RECORDED MAIL TO:

304/1000285 BCL
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

Microfile No. 365878
18 DAY JAN 2011
At 03 O'clock 58 M
MARILYN RASMUSSEN
MADISON CO RECORDER
Fee \$28.00
NChandler Deputy
Recorded at Request of
ALLIANCE TITLE - REXBURG

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this January 14, 2011 between STANLEY C. SCHWENDIMAN, aka STAN SCHWENDIMAN, and JODY SCHWENDIMAN, husband and wife; DAVID SCHWENDIMAN and MELANIE SCHWENDIMAN, husband and wife; and VAL SCHWENDIMAN and DIANE SCHWENDIMAN, husband and wife, whose address is 12241 E 3749 N Newdale, Idaho 83436 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho Agricultural Credit Association, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

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

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 22-2180, Priority Date July 19, 1960, for 3.1 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 22-13461, Priority Date July 20, 1960, for 0.03 CFS.

This real estate is offered to secure the note identified below in the name(s) of STAN SCHWENDIMAN, aka STANLEY C. SCHWENDIMAN, and JODY SCHWENDIMAN, husband and wife; and STAN SCHWENDIMAN FARMS, INC., An Idaho Corporation, By: STAN SCHWENDIMAN, President, and Attest: JODY SCHWENDIMAN, Secretary; and the note identified below in the name(s) of DAVID SCHWENDIMAN and MELANIE SCHWENDIMAN, husband and wife; and DAVID SCHWENDIMAN FARMS, INC., An Idaho Corporation, By: DAVID SCHWENDIMAN, President, and Attest: MELANIE SCHWENDIMAN, Secretary, as well as any renewals or extensions thereof.

This Mortgage is also given for the purpose of securing the payment of all the mortgagor's obligations under a Continuing Guaranty - Recourse or under a Continuing Guaranty - Nonrecourse between mortgagor and mortgagee.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

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

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

	DATE OF NOTE	MATURITY DATE	AMOUNT OF NOTE
(Stan)	January 14, 2011	February 1, 2041	\$1,129,588.00
(David)	January 14, 2011	February 1, 2041	\$ 980,219.00

365878

MAR 22 2011

W. RECORDED MAIL TO:

3041000285BL
 ALLIANCE TITLE & ESCROW
 P.O. BOX 732
 REXBURG, ID 83440



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

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

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.
 - (a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:
 - (i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8.(a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Stanley C. Schwendiman
STANLEY C. SCHWENDIMAN
David Schwendiman
DAVID SCHWENDIMAN
Val Schwendiman
VAL SCHWENDIMAN

Jody Schwendiman
JODY SCHWENDIMAN
Melanie Schwendiman
MELANIE SCHWENDIMAN
Diane Schwendiman
DIANE SCHWENDIMAN

ACKNOWLEDGMENT.

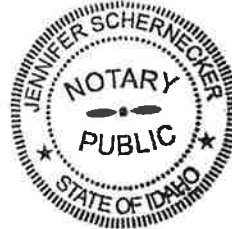
STATE OF IDAHO)
County of Madison)ss.

On this 18 day of January, 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Stanley C. Schwendiman and Jody Schwendiman, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Jennifer Scherneck
Notary Public for the State of Idaho

Residing at _____
My Commission Expires: _____



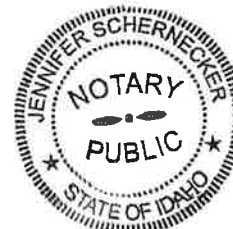
STATE OF IDAHO)
County of Madison)ss.

On this 18 day of January, 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared David Schwendiman and Melanie Schwendiman, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Jennifer Scherneck
Notary Public for the State of Idaho

Residing at _____
My Commission Expires: _____



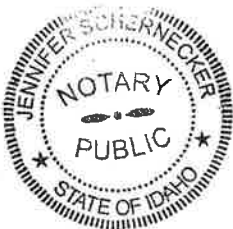
STATE OF IDAHO)
County of Madison)ss.

On this 18 day of January, 2011, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Val Schwendiman and Diane Schwendiman, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Jennifer Scherneck
Notary Public for the State of Idaho

Residing at _____
My Commission Expires: _____



.SCHEDULE
**REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND A TENANT SPRINKLER EQUIPMENT IF ANY FOR
MORTGAGE DATED December 29, 2010**

David Schwendiman
Loan No. 231-004-0006540791-2242370-101

REAL ESTATE DESCRIPTION:

Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho.
Section 25: Southeast Quarter and the East Half of the Northeast Quarter
LESS AND EXCEPTING: Parcel TD-21 in said Section 25. That portion of the Northeast Quarter Northeast Quarter, described by metes and bounds as follows: commencing at the Northeast corner of said Section 25; thence South 00°23'20" East 867.52 feet along the East boundary line of said Section 25 to a point North 00°23'20" West 441.94 feet from the North Sixteenth corner; thence South 55°08'58" West 755.49 feet to a point monumented with a bronze marker inscribed 25F742; thence North 60°51'25" West 791.29 feet to the East Sixteenth line, South 00°23'38" East 910.78 feet from the East Sixteenth corner on the North boundary line of said Section 25; thence North 00°23'38" West 910.78 feet along the East Sixteenth line to the East Sixteenth corner on the North boundary line of said Section 25; thence North 89°51'51" East 1311.48 feet along the North boundary line of said Section 25 to the Northeast corner, to the point of beginning.

Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho.

Section 24: South Half of the South Half

LESS AND EXCEPTING: That portion of the South Half of the South Half Section 24 Township 7 North, Range 31 East, Boise Meridian, described by metes and bounds as follows: Commencing at the Southwest corner of said Section 24; thence North 0°30'26" West 1314.67 feet to the South 1/16 corner on the West line of said Section 24; thence North 89°45'49" East 5246.66 feet along the South 1/16 line to the South 1/16 corner on the East line of said Section 24; thence South 0°28'29" East 1323.89 feet to the Southeast corner of said Section 24; thence South 89°51'51" West 2622.97 feet to the South Quarter corner of said Section 24; thence North 18°08'06" West 267.01 feet to a point monumented by a bronze marker inscribed 24R742; thence North 84°41'37" West 1180.05 feet to a point monumented by a bronze marker inscribed 24P742; thence North 68°51'26" West, 814.20 feet to a point monumented by a bronze marker inscribed 24N742; thence South 42°24'34" West 897.67 feet to the point of beginning.

Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho.

Section 25: Southwest Quarter

LESS: Commencing at the West Quarter corner of said Section; thence North 89°45'05" East 781.81 feet along the East-West Center Quarter line of said Section 25; thence South 14°20'25" West 937.32 feet to a point monumented with a bronze marker inscribed 25A742; thence South 63°31'11" West 604.73 feet to the West boundary line; thence North 00°24'30" West 140.26 feet from the South Sixteenth corner of said Section; thence North 00°24'30" West 1174.39 feet along the West boundary line to the West Quarter corner of said Section 25 to the point of beginning.

Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho.

Section 25: North Half of the Northwest Quarter; West Half of the Northeast Quarter; South Half of the Northwest Quarter

LESS: Beginning at the West Quarter corner of said Section 25; thence North 00°24'30" West 1314.65 feet along the West boundary of said Section 25 to the North Sixteenth corner of said Section 25; thence North 89°48'28" East 645.60 feet along the North Sixteenth line of said Section 25 to a point; thence South 13°48'17" East 988.64 feet to a point; thence South 14°20'25" West 364.66 feet to a point on the East-West Quarter line of said Section 25; thence South 89°45'04" West 781.82 feet along the East-West Center Quarter line of said Section 25 to the point of beginning. ALSO LESS: Commencing at the North Quarter corner of said Section 25; thence North 89°51'51" East 1311.49 feet to the East Sixteenth corner on the North boundary line of said Section 25; thence South 00°23'38" East 910.78 feet along the East Sixteenth line of said Section 25; thence North 60°51'25" West 785.81 feet to a point monumented with a bronze marker inscribed 25E742; thence North 50°15'31" West 821.14 feet to the North Quarter corner of said Section 25, the point of beginning.

ALSO LESS: commencing at the Northwest corner of said Section 25; thence South 05°56'52" East 955.24 feet to a point monumented with a bronze marker inscribed 25D742; thence South 56°54'19" East 663.64 feet to a point monumented with a bronze marker inscribed 25C742 on the North Sixteenth line, North 89°48'28" East 645.59 feet from the North Sixteenth corner on the West boundary line of said Section 25; thence South 89°48'28" West 645.59 feet to the West boundary line of said Section 25; thence North 00°24'30" West 1314.65 feet along the West boundary line of said Section 25 to the Northwest corner, the point of beginning.

Township 6 North, Range 42 East, Boise Meridian, Madison County, Idaho.

Section 1: Lot 1

LESS: Commencing at the Northeast Sixteenth Corner of said Section 1; thence North 00°19'19" West 1223.61 feet along the East Sixteenth line of said Section 1; thence South 60°43'03" East 495.55 feet to a point monumented by a bronze marker inscribed 1E624; thence South 06°47'43" East 806.51 feet to a point monumented by a bronze marker inscribed 1D642; thence South 11°36'20" West 179.93 feet to the North Sixteenth line of said Section 1; thence South 89°27'51" West 484.60 feet along the North Sixteenth line to the Northeast Sixteenth corner of said Section 1, the point of beginning.

Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho.

Section 36: Northeast Quarter of the Northwest Quarter; Northwest Quarter of the Northwest Quarter; Southeast Quarter of the Northwest Quarter; Northeast Quarter; Southeast Quarter;

LESS: Commencing at the North Sixteenth corner on the West boundary line of said Section 36; thence North 00°28'07" West 885.33 feet along the West boundary line of said Section 36; thence South 63°51'15" East 282.73 feet to a point monumented with a bronze marker inscribed 36H742; thence South 29°25'53" East 868.29 feet to a point on the North Sixteenth line, South 89°37'03" West 636.17 feet from the Northwest Sixteenth corner of said Section 36; thence South 89°37'03" West 673.23 feet along the North Sixteenth line to the North Sixteenth corner on the West boundary line of said Section 36, the point of beginning.

ALSO LESS: Commencing at the Center-West Sixteenth corner of said Section 36; thence North 00°23'53" West 390.92 feet along the West Sixteenth line of said Section 36; thence South 65°33'27" East 930.40 feet to a point on the East-West Center Quarter line, South 89°35'51" West 463.46 feet from the Center ¼ corner of said Section 36; thence South 89°35'51" West 844.32 feet along the East-West Center Quarter line to the Center-West Sixteenth corner of said Section 36, the point of beginning.

ALSO LESS: Commencing at the South Quarter corner of said Section 36; thence North 00°19'38" West 2178.84 feet along the North-South Center Quarter line to a point South 00°19'38" East 446.41 feet from the Center Quarter corner of said Section 36; thence South 40°00'16" East 215.79 feet to a point monumented with a bronze marker inscribed 36E742; thence North 87°25'24" East 1066.52 feet to a point monumented with a bronze marker inscribed 36D742; thence South 10°05'52" East 384.82 feet to a point monumented with a bronze marker inscribed 36C742; thence South 07°19'15" East 727.53 feet to a point monumented with a bronze marker inscribed 36B742; thence South 10°58'06" West 970.68 feet to a point on the South boundary line, North 89°36'19" East 1167.23 feet from the South Quarter corner of said Section 36; thence South 89°36'19" West 1167.23 feet along the South boundary line of said Section 36 to the South Quarter corner, the point of beginning.

Township 7 North, Range 43 East, Boise Meridian, Madison County, Idaho.

Section 30: Lots 1, 2, 3, and 4, East Half of the West Half

LESS: Commencing at the North Quarter Corner of said Section 30; thence South 00°17'35" East 1578.01 feet along the North-South Center Quarter line of said Section; thence North 41°40'59" West 729.67 feet to a point monumented with a bronze marker inscribed 30D743; thence North 26°09'00" West 855.36 feet to a point monumented with a bronze marker inscribed 30C743; thence South 88°58'54" West 143.74 feet to a point monumented with a bronze marker inscribed 30B743; thence South 47°04'20" West 674.97 feet to a point monumented with a bronze marker inscribed 30A743; thence South 80°57'55" West 1194.83 feet to the West boundary line of said Section 30; North 00°23'20" West 441.94 feet from the North Sixteenth corner of the West boundary of said Section 30; thence North 00°23'20" West 867.52 feet along the West boundary line to the Northwest corner of said Section; thence North 88°58'52" East 2678.89 feet along the North boundary line to the North Quarter corner of said Section, to the point of beginning.

Township 7 North, Range 43 East, Boise Meridian, Madison County, Idaho.

Section 31: Lots 1, 2, 3, and 4, East Half of the West Half

Parts of Sections 2 and 11, Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho, described as follows: Commencing at a point 780 feet South of the Northwest corner of Section 2 and running thence South 5820 feet; thence East 2112 feet; thence North 6600 feet; thence West 1832 feet; thence South 780 feet; thence West 280 feet to the point of beginning.

SCANNED

MAR 22 2011

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

Approximately (10) ¼-mile McDowell aluminum handlines, size 4" diameter

1 - 300 HP U.S. electric motor with a turbine pump

1 - 75 HP electric booster motor with a centrifugal pump

Approximately 6,800 feet of buried mainline, various size diameter

Stanley C. Schwendiman
STANLEY C. SCHWENDIMAN

David Schwendiman
DAVID SCHWENDIMAN

Val Schwendiman
VAL SCHWENDIMAN

Jody Schwendiman
JODY SCHWENDIMAN

Melanie Schwendiman
MELANIE SCHWENDIMAN

Diane Schwendiman
DIANE SCHWENDIMAN

SCANNED

MAR 22 2011

Water Right No(s). A22-2180

GPS data - 2693456
1411291

GPS File #- 222180

GPS DATA:

Tag # A0015998 Location: on metal Power Panel Post

Diversion Data:

Source: Groundwater Trib to: _____

MOTOR

Make: G.E. Model: _____ Hp: 500
SN: RNJ 403046

PUMP

Make: Idunston Model: _____ Disch: _____
SN: No. 4.

NOTES:

Val Schwandman filed a c/o + claim ownership has been
changed.

Field Exam Date: 1-5-2006 Agent: Newfous

SCANNED

AUG 15 2007



GPS Tag

A 22-2180, Looking South

COANNED
AUG 15 2007

06N41E2

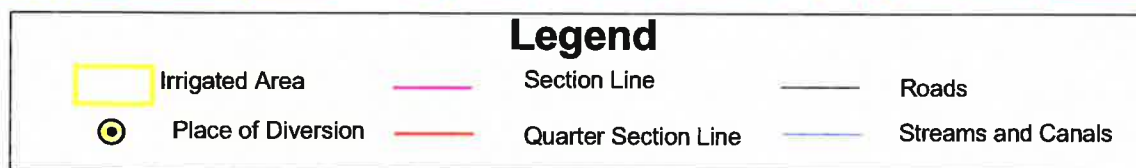
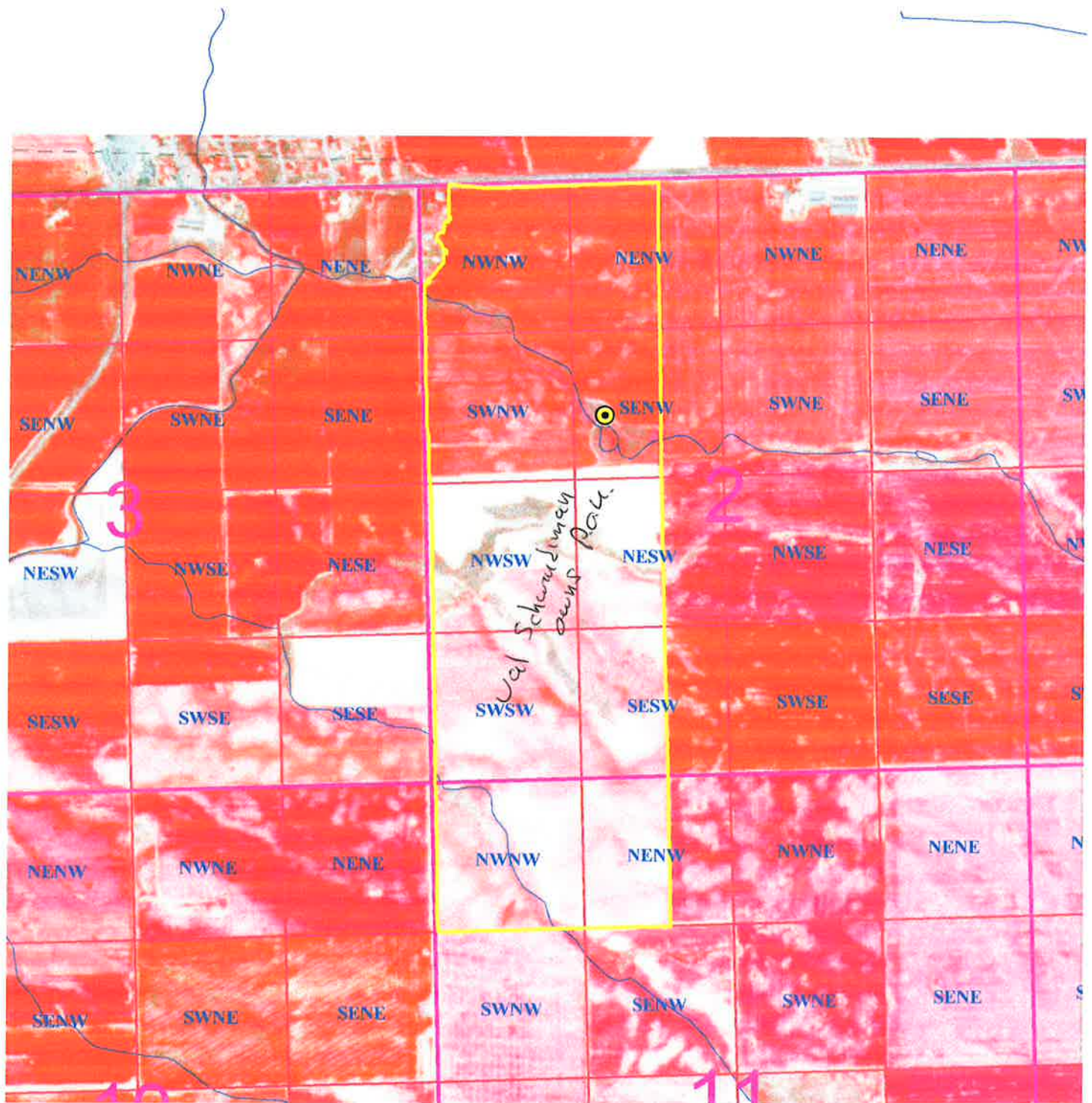
222180

SCANNED

ADDITIONAL

Water Right Claim Number 22-02180
Township , 6N41E

07/27/2001



FILED

SCANNED
JAN 04 2006

SPATIAL
DYNAMICS



City of
Newdale

T7N, R41E

T6N, R41E

34 35

3 2

GODFREY GLEN REESE ETUX

HOWARD BOYD E
HOWARD BOYD E

OSTERMILLER CAROL

OSTERMILLER CAROL ETAL
OSTERMILLER JUNIOR TESTAM TR

PETERSON DYLE
PETERSON DYLE & ILA LLC

SCHWENDIMAN FARMS
OSTERMILLER CAROL



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 4, 2006

VAL & DIANE SCHWENDIMAN
9633 E HWY 33
NEWDALE ID 83436

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 22-2180

Dear Mr. & Mrs. Schwendiman:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Jennifer Crabtree
Technical Records Specialist

Enclosure

PROFILED

SCANNED
JAN 04 2006

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
22-2180 G-28873		No split			

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**.

3. Name and Address of Former Owner/Claimant(s)

Carol Ostermiller

4. New Owner/Claimant(s)

box 142 Newdale, Idaho 83436

Val and Diane Schwendiman

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

9633 E. Hwy 33

City, State and ZIP Code

Newdale, Idaho 83436

New Telephone Number

(208) 458-4261

5. Date you acquired the property

2 May 2000

RECEIVED

DEC 14 2005

Department of Water Resources
Eastern Region

PROFILED

SCANNED

JAN 04 2006

Copy

WARRANTY DEED

THIS INDENTURE, Made this 1st day of September, 2003, between **CAROL OSTERMILLER**, a single person, of 8881 E. Hwy 33, PO Box 142, Newdale, ID 83436, hereinafter called "the party of the first part" and **VAL SCHWENDIMAN and DIANE SCHWENDIMAN**, husband and wife, of 9633 E. Hwy 33, Newdale, ID 83436, hereinafter called "the parties of the second part,"

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten and no/100 Dollars, lawful money of the United States of America, and other valuable consideration, to her in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said parties of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Madison County, State of Idaho, to-wit:

Parts of Secs. 2 and 11, twp. 6 N., Rge. 41 E., Boise Mer., described as follows:

Commencing at a point 780 feet South of the Northwest corner of Sec. 2, and running thence South 5820 feet; thence East 2112 feet; thence North 6600 feet; thence West 1832 feet; thence South 780 feet; thence West 280 feet, to the point of beginning.

Together with all water licenses and permits for pumping subsurface water for irrigation purposes, and together with one 200-horsepower motor, one 75-horsepower booster motor, pumps, column, bowls, panels, and irrigation sprinkler mainline and approximately 375 four inch lateral pipes, presently on the property.

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

Subject to restrictive covenants, if any, of record.

TO HAVE AND TO HOLD the said premises, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said premises, as well in law as in equity, of the said party of the first part.

And the said party of the first part, and her heirs, hereby warrant and agree to forever defend the parties of the second part, their heirs and assigns, in the quiet and peaceable possession of said premises against all and every person lawfully claiming an interest therein.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

"The Party of the First Part"


Carol Ostermiller

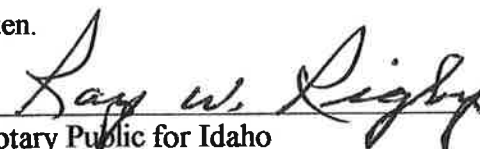
STATE OF IDAHO)
 ss.
County of Madison)

On this 1st day of September, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared CAROL OSTERMILLER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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: Rexburg, Idaho
My Commission Expires: 3/12/2005

State of Idaho License and Certificate of Water Right

File

Water License No. G-28873 / 12-21-80

Amount 3.10 c.f.s.

Priority July 19, 1960

Post-it brand fax transmittal memo 7871		# of pages 6
To Ray Rigby	From Jo Thompson	
Co.	Co.	
Dept.	Phone #	
Fax # 29465 13	Fax # 525-7161	
A22-02200		

CLAIR ROBINSON

, made application for a permit to appropriate the
July 19, 1960 ; that Permit No. G-28673
site of Completion of works, with a carrying capacity of
3.10 second feet, was issued thereunder on August 2, 1961, showing that said works
were completed on the 20th day of December, 1960 ; and that on the 20th
day of December, 1960,

CLAIR ROBINSON

of Newdale, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-28873 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
11 of Licenses at page 7129, on the 2nd day of August, 1961
The right hereby confirmed dates from July 19, 1960 ;
The Point of Diversion is located near center of W₂
in the - - 1/4 - - 1/4, Sec. 2, Tp. 6 N, R. 41 E., B. M. Madison County
That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 3.10 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
6 N	41 E	2	NE 1/4 NW 1/4	24	20
			NW 1/4 NW 1/4	40	35
			SW 1/4 NW 1/4	40	40
			SE 1/4 NW 1/4	24	17
			NE 1/4 SW 1/4	24	20
			NW 1/4 SW 1/4	40	35
			SW 1/4 SW 1/4	40	40
			SE 1/4 SW 1/4	24	20
			NE 1/4 NW 1/4	24	20
			NW 1/4 NW 1/4	40	40
			Total number of acres to be irrigated: 287		

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
2nd day of August, 1961.

(SEAL)

s/ RALPH W. THOMAS

Deputy State Reclamation Engineer.

22 2181
SCANNED
JAN 04 2006

Farm # 2225

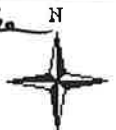
Tract 226



Map of Tract 226

Ostermiller Farm
283.1 Acres
Shown

We run handlines over the
entire acreage of 313.3
acres



JAN 04 2006 Map Printed: Jan 21 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

December 1, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

VAL SCHWENDIMAN
2573 N 15000 E
NEWDALE ID 83436

RE: CHANGE IN WATER RIGHT OWNERSHIP FOR 22-2180

Dear Mr. Schwendiman:

It has come to our attention that you may have recently purchased a tract of land in Madison County. The property to which I am referring was most recently owned by Carol Ostermiller. The legal description is as follows:

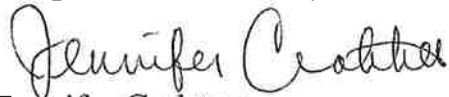
T06N, R41E, S2, NW1/4; SW1/4
S11, N 1/2 NW1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you have questions regarding this matter, please call 525-7161.

Respectfully submitted,



Jennifer Crabtree
Technical Records Specialist
Enclosure(s)

SCANNED

JAN 04 2006

PROFILED

OKge
6/1/05

**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.

RECEIVED
JUN 01 2005
Department of Water Resources
Eastern Region

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
<u>22-2180</u>	_____	_____	_____	_____	_____
<u>22-2200</u>	_____	_____	_____	_____	_____
<u>22-12900</u>	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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**.

3. Name and Address of Former Owner/Claimant(s) JUNIOR OSTERMILLER
E. Hwy 33 NEWDALE, ID 83436
4. New Owner/Claimant(s) CAROL OSTERMILLER
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 142 8881 E. Highway 33
- City, State and ZIP Code NEWDALE, ID 83436
- New Telephone Number (208) 458-4135
5. Date you acquired the property OCTOBER 8, 1994

PROFILED

SCANNED
JUN 15 2005

data
entry
done
JC
6/1/05

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS

State of Idaho CERTIFICATE OF DEATH

State File No. _____
Local Reg. No. 484 #1

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR, WITH THE DEPT. OF HEALTH & WELFARE RAISED SEAL, SHALL BE USED AS FINAL EVIDENCE OF THIS DEATH UNDER IDAHO CODE 39-2401 & 39-2402

TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN NAME OF DECEDENT For use by physician or institution	DECEDENT — NAME FIRST MIDDLE LAST		SEX	DATE OF DEATH (Month, Day, Year)	
	JUNIOR OSTERMILLER		Male	Oct. 8, 1994	
	SOCIAL SECURITY NUMBER	AGE — Last Birthday (M, D, Y)	UNDER 1 YEAR	UNDER 1 DAY	DATE OF BIRTH (Month, Day, Year)
	518 28 8396	63	MONTHS DAYS	HOURS MINUTES	Oct. 16, 1930
WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No		PLACE OF DEATH (Check only one) (1) ☒ Inpatient (2) ☐ ER/Outpatient (3) ☐ DOA (4) ☐ Licensed Nursing Home (5) ☐ Private Residence (6) ☐ Licensed Shelter Home (7) ☐ Other (Specify) _____			
FACILITY NAME AND ADDRESS (if not a hospital, enter name of place, street and number)			CITY, TOWN OR LOCATION OF DEATH		
Eastern Idaho Reg. Medical Center			Idaho Falls		
COUNTY OF DEATH			BIRTHPLACE (City and State or Foreign Country)		
Bonnetville			Newdale, Idaho		
MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify)		SURVIVING SPOUSE (If wife, give maiden name)		DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)	
Married		Carol Godfrey		farmer	
KIND OF BUSINESS / INDUSTRY		Farming			
RESIDENCE STATE	COUNTY	CITY, TOWN OR LOCATION	STREET AND NUMBER	ZIP CODE	
Idaho	Madison	Newdale	8881 East Hwy. 33	83436	
INSIDE CITY LIMITS?	WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes — if yes, specify Cuban, Mexican, Puerto Rican, etc.)		RACE — American Indian, Black, Japanese, White, etc. (Specify)		
☒ Yes ☐ No	☐ Yes ☒ No		white		
EDUCATION (Specify only highest grade completed)		12			
Elementary/Secondary (0-12)		College (1-4 or 5+)			
FATHER — NAME		BIRTHPLACE	MOTHER — FULL MAIDEN NAME	BIRTHPLACE	
Johann George Ostermiller		Russia	Maria Katherina Kurueger	Russia	
INFORMANT		MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)			
Carol G. Ostermiller		P.O. Box 142, Newdale, Idaho 83436			
METHOD OF DISPOSITION		PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)			
☒ Burial ☐ Cremation ☐ Removal from Idaho		Teton - Newdale Cemetery			
LOCATION — City or Town, State		RFD Teton City, Idaho			
SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH		LICENSE NUMBER (of Licensee)	NAME AND ADDRESS OF FACILITY		
Gary D. Bidwell		M539	Bidwell Funeral Home		
TIME OF DEATH		DATE PRONOUNCED DEAD (Month, Day, Year)	WAS CASE REFERRED TO CORONER?		
9:45 P.		Oct. 8, 1994	☐ Yes ☒ No		
MANNER OF DEATH (Check One)		☒ Natural ☐ Homicide ☐ Suicide ☐ Accident			
☐ Pending Investigation ☐ Could Not Be Determined					
27. PART I Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.					
IMMEDIATE CAUSE (Final disease or condition resulting in death)					
a. Cardio-Respiratory Arrest					
DUE TO (or as a consequence of):					
b. Acute Myocardial Infarction					
DUE TO (or as a consequence of):					
c. Coronary Artery Obstructive Disease					
DUE TO (or as a consequence of):					
d. Atherosclerosis					
27. PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I.					
WAS AN AUTOPSY PERFORMED?					
☐ Yes ☒ No					
WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?					
☐ Yes ☐ No					
CERTIFIER (Check only one)					
☒ PHYSICIAN — To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.					
☐ CORONER — On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.					
SIGNATURE AND TITLE OF CERTIFIER		LICENSE NUMBER	DATE SIGNED (Month, Day, Year)		
B. SHIELDS STUTTS		M-5171	10-31-94		
NAME AND ADDRESS OF CERTIFIER (If physician)					
B. SHIELDS STUTTS, M.D. 2860 Channing Way Suite 225, Idaho Falls, Id. 83404					
DATE OF INJURY (Mo, Day, Yr)		HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED		
INJURY AT WORK?		IF TRANSPORTATION ACCIDENT, Specify		PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify)	
☐ Yes ☐ No		☐ Driver ☐ Passenger ☐ Pedestrian			
		☐ Other			
CORONER'S ACTION (Check One)					
(1) ☐ Reviewed Only (2) ☐ Reviewed, Completed Items 26 and/or 30					
(3) ☐ Reviewed, Amended and Certified					
CORONER'S SIGNATURE					
DATE SIGNED (Month, Day, Year)					
REGISTRAR'S SIGNATURE					
DATE FILED (Month, Day, Year)					
Vickie Stuart					
Nov 1, 1994					

VITAL STATISTICS COPY

*At a minimum, complete items 1, 3, 9a, b, c, d, 21a, b, 22; and 29e for the 24 Hour Report & Authorization For Final Disposition

I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

DATE ISSUED: Nov 1, 1994

JUN 15 2005

JANE S. SMITH
State Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEIKLE
DONALD L. HARRIS
DALE W. STORER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL R. DECKER
THEL W. CASPER*
SHAN B. PERRY
AMELIA A. SHEETS
DeANNE CASPERSON**
ROBERT L. HARRIS

1000 RIVERWALK DRIVE, SUITE 200
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL RHARRIS@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

*Also Licensed in Utah and Arizona
**Also Licensed in Missouri & Kansas

RECEIVED

JUN 11 2005

**Department of Water Resources
Eastern Region**

May 31, 2005

Allen B. Ruberry
Idaho Department of Water Resources
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402-1718

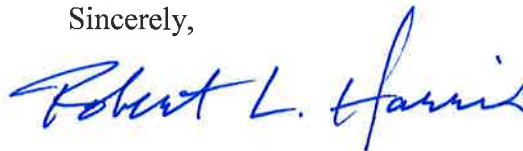
Re: Notice of Change in Water Right Ownership
From Junior Ostermiller to Carol Ostermiller

Dear Allen:

Enclosed with this letter is a Notice of Change in Water Right Ownership filed on behalf of Carol Ostermiller. A few months ago, you and I talked about changing the names on Junior Ostermiller's water rights from his name to his wife's name. As you requested, I have included a copy of Junior Ostermiller's death certificate. As you can see, Junior died on October 8, 1994. Carol Ostermiller, his wife, inherited his real property, including his water rights.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Robert L. Harris

Enclosures

c: Carol Ostermiller

G:\WPDATA\RLH\12727 Ostermiller, Carol\AI Ruberry ltr 053105.wpd:cdv

PROFILED

SCANNED
JUN 15 2005

State of Idaho License and Certificate of Water Right

Water License No. G-28873

Amount 3.10 c.f.s.

Water District No.

Priority July 19, 1960

THIS IS TO CERTIFY that CLAIR ROBINSON
of Newdale, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated July 19, 1960; that Permit No. G-28873
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
3.10 second feet, was issued thereunder on August 2, 1961, showing that said works
were completed on the 20th day of December, 1960; and that on the 20th
day of December, 1960,
CLAIR ROBINSON

of Newdale, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-28873 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
11 of Licenses at page 7129, on the 2nd day of August, 1961;
The right hereby confirmed dates from July 19, 1960;
The Point of Diversion is located near center of W₂
in the - - 1/4 - - 1/4, Sec. 2, Tp. 6 N, R. 41 E., B. M. Madison County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 3.10 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
6 N	41 E	2	NE 1/4 NW 1/4	24	20
			NW 1/4 NW 1/4	40	35
			SW 1/4 NW 1/4	40	40
			SE 1/4 NW 1/4	24	17
			NE 1/4 SW 1/4	24	20
			NW 1/4 SW 1/4	40	35
			SW 1/4 SW 1/4	40	40
			SE 1/4 SW 1/4	24	20
			NE 1/4 NW 1/4	24	20
			NW 1/4 NW 1/4	40	40
			Total number of acres to be irrigated:	287	

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

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

2nd day of August, 1961.

s/ RALPH W. THOMAS

Deputy State Reclamation Engineer.

(SEAL)

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

Application No. G- 36856
Permit No. G- 28873
District No.

1. Name of Applicant: Clair Robinson
Postoffice address: Newdale County: Madison State: Idaho

2. Quantity of water claimed:

(a) Rate of withdrawal in cubic feet per second 3.67 or Idaho
Miners' inches or gallons per minute 1650
(b) Annual withdrawal in acre feet per annum

3. Source of water supply: Subterranean

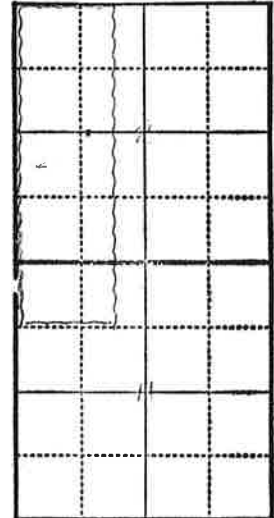
4. Location of point of diversion or well is in the near center
 $\frac{1}{4}$ of the $W\frac{1}{2}$ $\frac{3}{4}$ of Section 2
Twp. 6 N , Rge. 41 E , B.M., County of Madison

5. Water is to be used for: Irrigation

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

(a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.

(b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.



7. Kind of works: Pump (deep well) electric motor, main & lateral pipes

8. Estimated cost of works: \$ 5100. 00

9. (a) Is reservoir to be used? no

(b) Capacity of reservoir:

10. The time required for the completion of such work and complete application of the water to the proposed use is 5 years.

11. If applicant is a corporation, give:

I. (a) Date and place of incorporation:

(b) Amount of capital stock: \$ (c) Amount paid in: \$

(d) Names and addresses of directors:

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

(b) Treasury stock: (c) Bonds to be issued:

(d) Other resources:

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

13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: none

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

(b) 3.67 (cubic feet per second, inches or gallons per minute) is for new lands.

Twp.	Range	Sec.	NE¼	NW¼		SW¼		SE¼	Totals
			NE¼ NW¼ SW¼ SE¼	NE¼ NW¼ SW¼ SE¼	NE¼ NW¼ SW¼ SE¼	NE¼ NW¼ SW¼ SE¼			
6 N	41 E	2 11		24 24	40 40	40 24	24		256 64
								Total	320
ALL WHOM IT MAY CONCERN:			Permit No. G-28873 CERTIFICATE OF COMPLETION OF WORKS ✓						
This is to certify that CLAIR ROBINSON of Newsdale, County of Madison and State of Idaho, the holder of Permit No. G-28873, issued upon Application No. G-36856 bearing date of priority of July 19, 1960, authorizing the diversion of 3.67 second feet of waters of a well, County of Madison, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 3.10 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters near center of W½, Sec. 2, T. 6 N., R. 41 E., B. M.; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:									
287 acres in W½, Sec. 2; N½NW¼, Sec. 11, T. 6 N., R. 41 E., B. M.									
Witness my hand this 2nd day of August, A. D. 1961.									
s/ RALPH W. THOMAS, Deputy State Reclamation Engineer									
Proof of Completion of Works Made: December 20, 1960.									
LICENSE ISSUED FOR 3.10 SEC. FT. page 7129									

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF ENGINEER

Permit No. G-28873

This proof is for Completion of Works & Beneficial Use In Water District No. _____

1. Name of applicant Clair Robinson
2. Source of water supply: Subterranean
3. Location of point of diversion: Is in the Near center of W₂ of Section 2
T. 6 N. R. 41 E.B.M. County of Madison
4. Describe works as they exist, giving dimensions and capacities of same: 150 HP F-M Motor #14982731, Wintkaath Pump-no. number- 347 X 10" column - 6' x 5" Pacific Pump Co. Booster # JIR 16006 (Rated @ 1280 GPM @ 190' head) with 75 HP US Motor # 1184268 - well 3.50' x 18" hi 270' pumped level 286'. Has overnite storage pond that is reclaimed through booster pump.
5. Water is used for: irrigation
6. State whether or not water has been turned into works of diversion: yes.

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

256 acres in W₂ Sec. 2; 64 acres in N₁W₂ Sec. 11., Twp. 6 N., Rge. 41 E.B.M.

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

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

Remarks: Mr. Robinson along

attained - P.D. is in SE₄ corner Sec. 2, T6N, R41E.

Has 50 shares in Canyon Creek Canal. There are 1589 1/2 shares in the Canal Co. The water is distributed by their proportionate share of what is available. only lasted until about June 15th.

Measurement made by taking pressure readings at various places along lateral. 3 laterals with 50 nozzles each and 1 lateral with 39 total 189 3/4 nozzles has a new lateral to put into use making a total of 5 laterals - total of 239 3/4 nozzles.

This examination was made on the 18th day of July, 1961

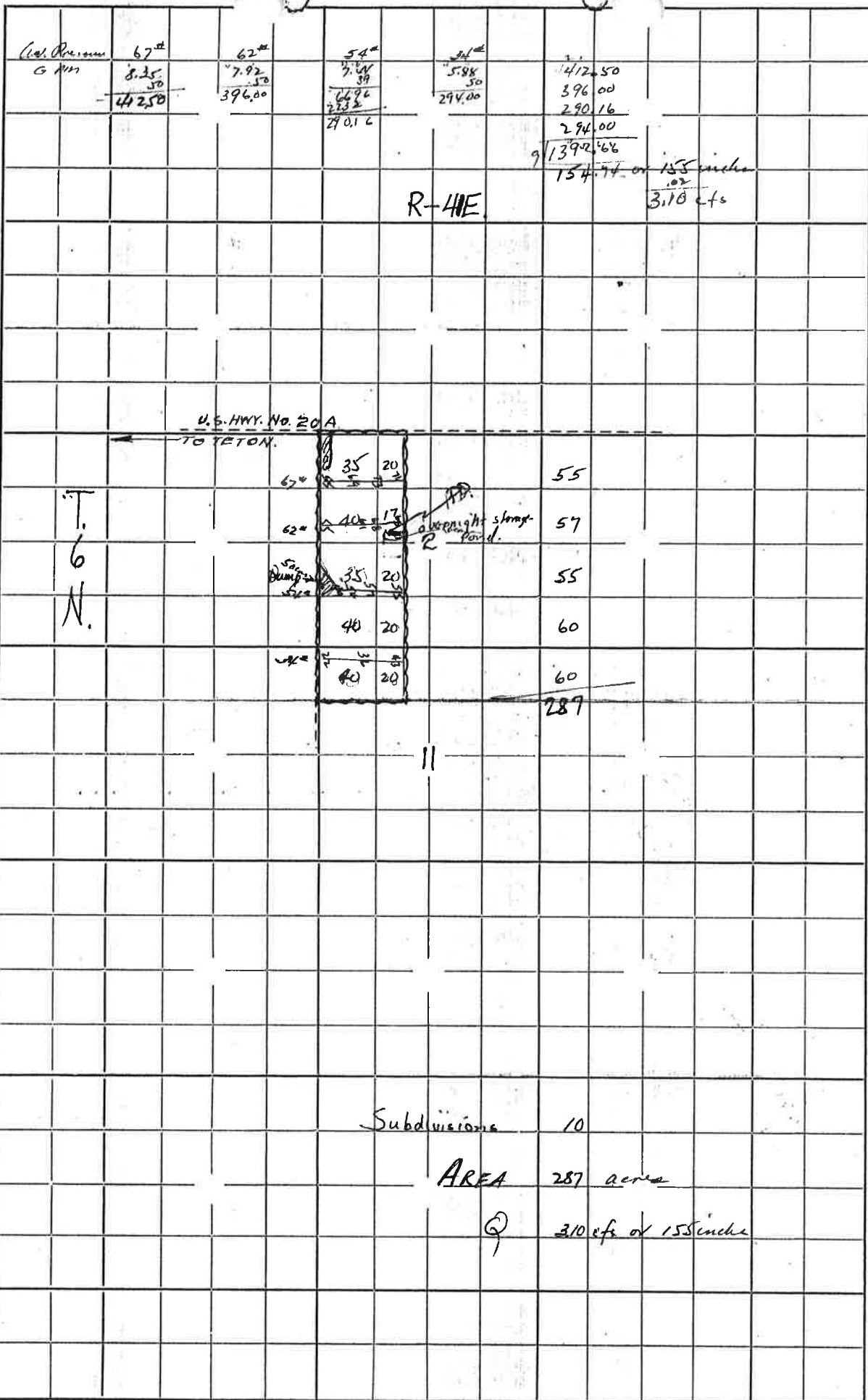
(Signed) _____

Logan Johnson

Examiner.

See Keith Blackburn or Jim Reed and Orrin above in same vein.

28873



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

28873

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 22-2180

Date Received:
Receipt Nos:
Received By:

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

Name of Claimant DIANE P SCHWENDIMAN
VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE, ID 83436
(208)458-4261

Priority Date: 06/01/1900
Basis: Decreed/License
Status: Active

<u>Source</u>	<u>Tributary</u>
Ground Water	
Teton River	Snake River

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
-----------------------	-------------	-----------	-----------------------	---------------

IRRIGATION 04/01 10/31 3.1 CFS 1004.5 AFA

Total Diversion 3.1 CFS

Location of Point(s) of Diversion:

GROUND WATER SWSNW Sec. 2 Township 06N Range 41E MADISON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION MADISON County

<u>Township</u>	<u>Range</u>	<u>Sect</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	41E	2	3	NENW	23	4	NWNW	33		SWNW	38		SEnw	23
				NESW	23		NWSW	38		SWSW	38		SESW	24
		11		NENW	23		NWNW	39						

Total Acres: 302

Remarks: This water right includes the right to divert water which is recovered ground water resulting from recharge for irrigation and/or water resulting from irrigation under the Canyon Creek Canal Co. irrigation works for use on lands within said irrigation entity's authorized place of use. Diversion of this right for the purpose of irrigation is authorized for a maximum acreage equivalent to the authorized place of use for this right. This right includes an accomplished change in place of use pursuant to Section 42-1425, Idaho Code, § I.C. 42-1425 and/or I.C. 42-228. This right includes an accomplished change in point of diversion pursuant to Sections 42-1425 and/or 42-228, Idaho Code. In the event recharge or recovered water is not available, the priority date shall revert to the previously licensed priority date.

1. C18 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.
2. E60 Right Nos. 22-2180 and 22-13461 are limited to a total combined diversion rate of 3.1 cfs and to a total combined annual diversion volume of 1,057 AF.
3. K06 This right is limited to the irrigation of 287 acres within the place of use described above in a single irrigation season.
4. E56 The rights listed below are limited to the irrigation of a combined total of 302 acres in a single irrigation season. Combined Right Nos.: 22-2180 and 22-13461.
5. K01 Right No. 22-13461 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

6. F05 Right No. 22-13461 is also diverted through point of diversion described above.
7. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Describe any other water rights used at the same place and for the same purposes as describe above:
Those water rights recommended as of the date of this amended claim.

Basis of Claim: Decreed/License

Signature(s)

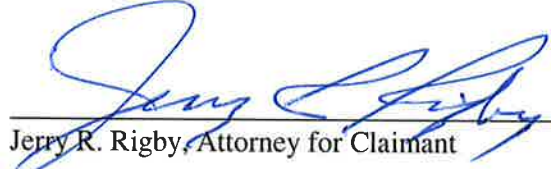
(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: Previously submitted and on file with IDWR

For Individuals/Organizations:

I do solemnly swear or affirm under penalty of perjury that I am the attorney for the above individual or organization, that I have signed the foregoing document in the space below as attorney for the individual or organization and that the statements contained in the forgoing document are true and correct.

DATED this 17th day of August, 2010.

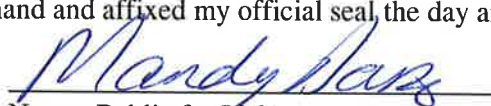

Jerry R. Rigby, Attorney for Claimant

STATE OF IDAHO,)
 ss.
County of Madison.)

On this 17th day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry R. Rigby, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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: St. Anthony
My Commission Expires: 6/24/2011

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 22-2180
Date Received: 12/23/1992
Receipt No: E018181
Received By:

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

1. Name of Claimant(s)

CAROL OSTERMILLER Phone: (208)458-4135
8881 E HWY 33
PO BOX 142
NEWDALE ID USA 83436

2. Date of Priority: 07/19/1960

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
06N	41E	2	SE NW	MADISON	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	3.1	

7. Total Quantity Appropriated is:
3.1 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
06N	41E	2	NE NW	IRRIGATION	20
			NW NW	IRRIGATION	35
			SW NW	IRRIGATION	40
			SE NW	IRRIGATION	17
			NE SW	IRRIGATION	20

COANNED

			NW	SW	IRRIGATION	35
			SW	SW	IRRIGATION	40
			SE	SW	IRRIGATION	20
					Section Acres	227
06N	41E	11	NE	NW	IRRIGATION	20
			NW	NW	IRRIGATION	40
					Section Acres	60
					Total Acres	287

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:

14. Remarks:

P/D IS INCOMPLETE. LIC. STATES P/D NEAR CENTER OF W1/2 S2, T6N, R41E.

15. Basis of Claim: License

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: A22-02180

Date Received: 4/29/1991

Receipt No: 2018181

Received By: *js*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JUNIOR OSTERMILLER

208-458-4135

Address: EAST HIWAY 33

NEWDALE, ID

83436

2. Date of Priority: JUL 19, 1960

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06N	41E	2		SE	NW		MADISON

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	3.100		

7. Total Quantity Appropriated is:

3.100 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

574.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
06N	41E	2	NE	NW		IRR	20.0
			NW	NW		IRR	35.0
			SW	NW		IRR	40.0
			SE	NW		IRR	17.0
			NE	SW		IRR	20.0

A22-02180

Page

1

SCANNED Date: 04/29/91

SCANNED

AUG 15 2007

APR 08 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	41E	2	NW	SW		IRR	35.0
			SW	SW		IRR	40.0
			SE	SW		IRR	20.0
Section Acres							227.0
		11	NE	NW		IRR	20.0
			NW	NW		IRR	40.0
Section Acres							60.0
Total Acres							287.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:

14. Remarks:

P/D IS INCOMPLETE. LIC. STATES P/D NEAR CENTER OF W1/2 S2, T6N, R41E.

15. Basis of Claim: LICENSE

Water Right Number: 28873

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): Junior Ostermiller Date: 12-31-91
 _____ Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 31th day
of Dec 19 91

Seal

Betty J. Thompson
Notary Public

Residing at BETTY J. THOMPSON, NOTARY PUBLIC
RECORDS & COMM. DIV. IDAHO
My Commission Expires MY COMMISSION EXPIRES: 6-30-94

AUG 15 2007

SCANNED

