

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

RIGHT NUMBER:

22-2258A

NAME AND ADDRESS:

SUMMERCO INC
27 N 3000 E
SUGAR CITY ID 83448

SOURCE:

GROUND WATER

TRIBUTARY:

QUANTITY:

3.100 CFS
542.50 AFY

PRIORITY DATE:

08/26/1965

POINT OF DIVERSION:

T06N R40E S26 SENWNE Within MADISON County
T06N R40E S26 NESWSW Within MADISON County
~~T06N R40E S26 NWSWSW Within MADISON County~~

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	3.100 CFS 542.50 AFY

PLACE OF USE:

IRRIGATION in MADISON County

T06N R40E S22	NENE	5.20	T06N R40E S22	SWNE	1.60
T06N R40E S22	SENE	31.00	T06N R40E S22	NESE	36.00
T06N R40E S22	NWSE	8.40	T06N R40E S22	SWSE	4.80
T06N R40E S22	SESE	37.00	T06N R40E S23	NENE	12.00
T06N R40E S23	SWNE	4.00	T06N R40E S23	SENE	39.00
T06N R40E S23	SWSW	40.00	T06N R40E S23	SESW	40.00
T06N R40E S23	NESE	39.00	T06N R40E S23	NWSE	21.00
T06N R40E S23	SWSE	39.00	T06N R40E S23	SESE	39.00
T06N R40E S24	NESE	35.00	T06N R40E S24	NWSE	18.00
T06N R40E S24	SWSE	26.00	T06N R40E S24	SESE	39.00
T06N R40E S25	NENE	40.00	T06N R40E S25	NWNE	24.00
T06N R40E S25	SWNE	29.00	T06N R40E S25	SENE	38.00
T06N R40E S25	NESW	29.00	T06N R40E S25	NWSW	40.00
T06N R40E S25	SWSW	39.00	T06N R40E S25	SESW	38.00
T06N R40E S25	NESE	12.00	T06N R40E S25	NWSE	39.00
T06N R40E S25	SWSE	15.00	T06N R40E S26	NENE	40.00
T06N R40E S26	NWNE	40.00	T06N R40E S26	SWNE	40.00
T06N R40E S26	SENE	40.00	T06N R40E S26	NENW	40.00
T06N R40E S26	NWNW	39.00	T06N R40E S26	SWNW	40.00
T06N R40E S26	SENW	40.00			

1177 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 1177 acres in a single irrigation season. Combined Right Nos.:22-2258A, 22-2295, 22-10646, 22-10777

This right is limited to the irrigation of 155 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 includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Claimant: Summers Farm & Ranch, Inc.
Attorney: Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chartered
Attorneys at Law
25 North Second East
Rexburg, ID 83440
Telephone: (208) 356-3633
Facsimile: (208) 356-0768

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF TWIN FALLS
SNAKE RIVER BASIN ADJUDICATION DIVISION

In RE: SRBA

) Subcase: 22-2258B
)

Case No. 39576

) NOTICE OF APPEARANCE
)
)

DESCRIPTIVE SUMMARY

This document is a Notice of Appearance made on behalf of Claimant, Summers Farm & Ranch, Inc., by Jerry R. Rigby of the firm Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered.

PLEASE TAKE NOTICE, that Jerry R. Rigby of the firm Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered, hereby enters an appearance of the firm as the attorneys of record in the subcase listed above for Claimant.

DATED this 6th day of December, 2005.


Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chtd.

DOCKETED
JUL 19 2007

CERTIFICATE OF MAILING

I HEREBY CERTIFY That on this 6th day of December, 2005, a true and accurate copy of the foregoing was sent by U.S. Mail, postage prepaid to the following:

1. Original by mail to:

Clerk of the District Court
Snake River Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, ID 83711-4449

U.S. Department of Justice
Environment & Natural Resources
550 W. Fort Street, MCS 033
Boise, ID 83724

IDWR Document Depository
P. O. Box 83720
Boise, ID 83720-0098

3. One copy to the objector of the water right at the following address:

N/A


Jerry R. Rigby

SCANNED

JUL 19 2007

Claimant: Summers Farm & Ranch, Inc.
Attorney: Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chartered
Attorneys at Law
25 North Second East
Rexburg, ID 83440
Telephone: (208) 356-3633
Facsimile: (208) 356-0768

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF TWIN FALLS
SNAKE RIVER BASIN ADJUDICATION DIVISION

In RE: SRBA	)	Subcase: 22-2238
	)	
Case No. 39576	)	NOTICE OF APPEARANCE
	)	
	)	

DESCRIPTIVE SUMMARY

This document is a Notice of Appearance made on behalf of Claimant, Summers Farm & Ranch, Inc., by Jerry R. Rigby of the firm Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered.

PLEASE TAKE NOTICE, that Jerry R. Rigby of the firm Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered, hereby enters an appearance of the firm as the attorneys of record in the subcase listed above for Claimant.

DATED this 6th day of December, 2005.


Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chtd.

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3. One copy to the objector of the water right at the following address:

N/A


Jerry R. Rigby

SCANNED

JUL 19 2007

Claimant: Summers Farm & Ranch, Inc.
Attorney: Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chartered
Attorneys at Law
25 North Second East
Rexburg, ID 83440
Telephone: (208) 356-3633
Facsimile: (208) 356-0768

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF TWIN FALLS
SNAKE RIVER BASIN ADJUDICATION DIVISION

In RE: SRBA

) Subcase: 22-11318
)
)

Case No. 39576

) **NOTICE OF APPEARANCE**
)
)
)

DESCRIPTIVE SUMMARY

This document is a Notice of Appearance made on behalf of Claimant, Blair Fisher, by
Jerry R. Rigby of the firm Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered.

PLEASE TAKE NOTICE, that Jerry R. Rigby of the firm Rigby, Thatcher, Andrus,
Rigby & Moeller, Chartered, hereby enters an appearance of the firm as the attorneys of record in
the subcase listed above for Claimant.

DATED this 6th day of December, 2005.


Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chtd.

RECEIVED
JUL 19 2007

CERTIFICATE OF MAILING

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Boise, ID 83724

IDWR Document Depository
P. O. Box 83720
Boise, ID 83720-0098

3. One copy to the objector of the water right at the following address:

N/A


Jerry R. Rigby

SCANNED

JUL 19 2007

Claimant: Summers Farm & Ranch, Inc.
Attorney: Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chartered
Attorneys at Law
25 North Second East
Rexburg, ID 83440
Telephone: (208) 356-3633
Facsimile: (208) 356-0768

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF TWIN FALLS
SNAKE RIVER BASIN ADJUDICATION DIVISION

In RE: SRBA) Subcase: 22-11318
Case No. 39576) - AFFIDAVIT OF KELLY SUMMERS
_____)

STATE OF IDAHO)
ss.
County of Madison)

Kelly Summers, having been duly sworn, states under oath as follows:

1. I am a resident of Madison County, Idaho and reside at 327 S. 3000 E., Sugar City, ID 83448.
2. I am a farmer by profession and am a principal owner in the farming corporation, Frank Summers, Inc., which owns and operates a farm with real estate located adjacent to the lands

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JUL 19 2007

described as the place of use of Summers Farm & Ranch, Inc.'s (Claimant) claim 22-11318. I have personally worked on said lands since before 1966, the priority date claimed by Claimant. Because I am a cousin to the principals of Claimant, I also have been extremely familiar with the watering practices of Claimant over the years.

3. I have carefully reviewed claim number 22-11318 and have actual and personal knowledge that all of the lands contained in said claim have been watered by Claimant, or it's predecessor Harvey Bert Summers, from at least one of the two wells described in the Claim's two points of diversion since the beginning of the crop year in 1996 through 2005. Initially, the well located in Section 35 was used to water the lands described in the Claim's place of use. Thereafter, once lands were purchased from the Harris family, the second point of diversion in Section 26 was added.

4. All present uses described in the Claim were instituted prior to 1987.

Dated this ____ day of December, 2005.

Kelly Summers

SUBSCRIBED AND SWORN to before me this ____ day of December, 2005.

Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires:

Claimant: Summers Farm & Ranch, Inc.
Attorney: Jerry R. Rigby
of RIGBY, THATCHER, ANDRUS
RIGBY & MOELLER, Chartered
Attorneys at Law
25 North Second East
Rexburg, ID 83440
Telephone: (208) 356-3633
Facsimile: (208) 356-0768

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF TWIN FALLS
SNAKE RIVER BASIN ADJUDICATION DIVISION

In RE: SRBA	)	Subcase: 22-11318
	)	
Case No. 39576	)	AFFIDAVIT OF LAYNE EVANS
	)	
	)	
STATE OF IDAHO	)	
	ss.	
County of Madison	)	

Layne Evans, having been duly sworn, states under oath as follows:

1. I am a resident of Madison County, Idaho and reside at 2068 N 5000 East Sugar City ID 83448.
 2. I was employed by Harvey Bert Summers in 1966 as a farm hand/pipe mover.
- As such, I was extremely familiar with the watering practices of Mr. Summers and have personal recollection of the water practices on the lands described in Claimant's claim No. 22-11318 (hereinafter "Claim").

3. Because I have continued to have dealings with the Summers family over the years, I have continued to be familiar with the farming and watering practices of the lands described in the Claim.

4. I have carefully reviewed claim number 22-11318 and have actual and personal knowledge that all of the lands contained in said claim have been watered by Claimant, or it's predecessor Harvey Bert Summers, from at least one of the two wells described in the Claim's two points of diversion since the beginning of the crop year in 1996 through 2005. Initially, the well located in Section 35 was used to water the lands described in the Claim's place of use. Thereafter, once lands were purchased from the Harris family, the second point of diversion in Section 26 was added.

5. All present uses described in the Claim were instituted prior to 1987.

Dated this ____ day of December, 2005.

Layne Evans

SUBSCRIBED AND SWORN to before me this ____ day of December, 2005.

Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires:



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

April 19, 2010

Idaho Agcredit FLCA
PO Box 386
Rexburg ID 83440

RE: Notice of Security Interest in a Water Right 22-2258A, 22-2295, 22-7515, 22-10646 & 22-10777

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: Summerco Mangement Inc

SCANNED

APR 21 2010

STATE 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): 22-2258A, 22-2295, 22-10646, 22-10777, 22-7515
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. SUPPORT DATA
3. Name and Mailing Address of Person or Company holding Security Interest IN FILE # 22-2258A
Idaho AgCredit, FLCA
P.O. Box 386
Rexburg, Idaho 83440
4. Name of Water Right Owner/Claimant(s) Summenco, Inc.
5. Expiration Date of Notification Period 4-1-2025
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) Idaho Agcredit, FLCA
by: Marc Tennesen

For Office Use Only

Received by <u>JPB</u>	Date _____	Fee: <u>\$175</u>
Receipted by _____	Date _____	Receipt No. <u>E035706</u>
Processed by _____	AJ Date _____	WR _____ Date _____

See also E035707 \$50.-

SCANNED
APR 21 2010

Recording Requested by:

Loan No.: 231-004-0000241801-22400/4-101

WHEN RECORDED MAIL TO:

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

Microfile No. 360324
1 DAY APR 2010
At 12 O'Clock 10 M
MARILYN RASMUSSEN
MADISON CO RECORDER
Fee \$27.00
NChandler Deputy
Recorded at Request of
ALLIANCE TITLE - REXBURG

COPY

3641019753BL

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this March 23, 2010 between SUMMERCO MANAGEMENT, INC., An Idaho Corporation. By: GARY SUMMERS, President, and Attest: RHETT SUMMERS, Secretary; and SUMMERCO, INC., An Idaho Corporation. By: GARY SUMMERS, President, and By: SHANNON SUMMERS, Vice President, and Attest: RHETT SUMMERS, Secretary; and Individually By: GARY SUMMERS and SHANNON SUMMERS, husband and wife; and GARY D. SUMMERS and SHANNON L. SUMMERS, Trustees, under the GARY & SHANNON SUMMERS LIVING TRUST, dated February 11, 2000, whose address is 750 Hillside Drive Rexburg, Idaho 83440 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 22-2258A, Priority Date August 26, 1965, 3.1 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 22-2295, Priority Date February 9, 1960, 7.21 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 22-10646, Priority Date June 1, 1961, 2.38 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 22-10777, Priority Date June 1, 1962, 9.68 CFS.
TOGETHER WITH: Idaho Department of Water Resources Permit Number 22-7515, Priority Date June 28, 1985, 8.5 CFS.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 22-7136, Priority Date June 24, 1975, 4.59 CFS.
TOGETHER WITH: Idaho Department of Water Resources Decree Number 22-10972, Priority Date June 25, 1975, 0.77 CFS.

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
March 23, 2010
March 23, 2010

MATURITY DATE
April 1, 2025
April 1, 2025

AMOUNT OF NOTE
\$1,405,000.00
\$ 600,000.00 360324

SCANNED

APR 21 2010

(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;

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(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;

(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.

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(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.

SUMMERCO MANAGEMENT, INC., An Idaho Corporation

By: Gary Summers
GARY SUMMERS, President

Attest: Rhett Summers
RHETT SUMMERS, Secretary

SUMMERCO, INC., An Idaho Corporation, and GARY SUMMERS, individually, and SHANNON SUMMERS, individually

By: Gary Summers
GARY SUMMERS, individually and as President

By: Shannon Summers
SHANNON SUMMERS, individually and as Vice President

Attest: Rhett Summers
RHETT SUMMERS, Secretary

GARY D. SUMMERS and SHANNON L. SUMMERS, Trustees, under the GARY & SHANNON SUMMERS LIVING TRUST, dated February 11, 2000

By: Gary D. Summers
GARY D. SUMMERS, Trustee

By: Shannon L. Summers
SHANNON L. SUMMERS, Trustee

ACKNOWLEDGMENT.

See Attached Acknowledgement

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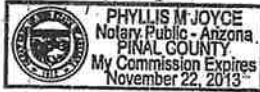
APR 21 2010

STATE OF Arizona)
County of Pinal) ss.

On this 26 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared Gary Summers, known to me to be the President, of the corporation that executed the instrument, or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Phyllis M Joyce
Notary Public for the State of Arizona
Residing at Queen Valley
My Commission Expires: 11-22-13

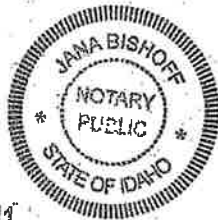


STATE OF IDAHO)
County of Madison) ss.

On this 30 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Rhett Summers, known to me to be the Secretary, of the corporation that executed the instrument, or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Jana Bishoff
Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____
Residing In Fremont County
Commission Expires: 6-21-2011

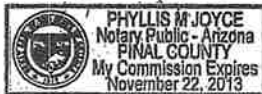


STATE OF Arizona)
County of Pinal) ss.

On this 26 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared Gary Summers, known to me to be the President, and Shannon Summers, known to me to be the Vice President, of the corporation that executed the instrument, or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Phyllis M Joyce
Notary Public for the State of Arizona
Residing at Queen Valley
My Commission Expires: 11-22-13



STATE OF IDAHO)
County of Madison) ss.

On this 30 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Rhett Summers, known to me to be the Secretary, of the corporation that executed the instrument, or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

Jana Bishoff
Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____
Residing In Fremont County
Commission Expires: 6-21-2011



SCANNED

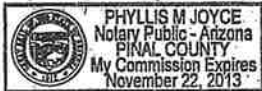
APR 21 2010

STATE OF Arizona
County of Pinal) ss.

On this 26 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared Gary Summers and Shannon Summers, 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.

Phyllis M Joyce
Notary Public for the State of Arizona
Residing at Queen Valley
My Commission Expires: 11-22-13

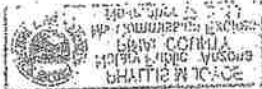
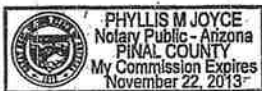
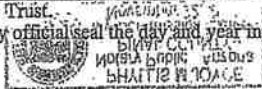


STATE OF Arizona
County of Pinal) ss.

On this 26 day of March, 2010, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared Gary D. Summers and Shannon L. Summers, known to me to be the persons whose names are subscribed to the within instrument as Trustees for the Gary & Shannon Summers Living Trust, dated February 11, 2000, and acknowledged to me that they executed the same as such Trustees of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Phyllis M Joyce
Notary Public for the State of Arizona
Residing at Queen Valley
My Commission Expires: 11-22-13



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SCHEDULE A

REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED March 23, 2010

Summerco Management, Inc., An Idaho Corporation
Loan No. 231-004-0006541801-5540674-101

REAL ESTATE DESCRIPTION:

Tract 1: Part of the North Half Southeast Quarter and Northeast Quarter of Section 23, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, described as follows: Beginning at the Southeast corner of the Northeast Quarter Southeast Quarter and running thence North on the East line of the Section 2574 feet, more or less, to the center line of Rocky Hollow; thence following the center meander line of Rocky Hollow Northwesterly approximately 1485 feet to a point 792 feet West and 264 feet South of Northeast corner of Section 23; thence following the center meander line of Rocky Hollow in a Southwesterly direction to where it reaches the South line of the North Half Southeast Quarter; thence running East on the South line of the North Half Southeast Quarter 2508 feet, more or less, to the point of beginning.

Tract 1A: Also: South Half Southeast Quarter of Section 23, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Tract 2: That part East of the meandering centerline of the East branch of Rocky Hollow lying within the Southeast Quarter of Section 24, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter, Section 24, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence West along the South line of Southeast Quarter of Section 24 to where it intersects the meandering centerline of the East branch of Rocky Hollow; thence following the meandering centerline of the East branch of Rocky Hollow in a Northeasterly direction to where that meandering centerline intersects the North line of the Southeast Quarter; thence East along the North line of the Southeast Quarter to where it intersects the East line of the Southeast Quarter; thence South along the East line of the Southeast Quarter to the point of beginning.

Tract 3: Commencing at the Northeast corner of the Northeast Quarter of Section 25, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence West along the North line of the Northeast Quarter to where it intersects the meandering centerline of the West branch of Rocky Hollow; thence following the meandering centerline of the West branch of Rocky Hollow in a Southwesterly direction to where it intersects the West line of the Southwest Quarter Northeast Quarter; thence South along the West line of the Southwest Quarter Northeast Quarter to the Southwest corner of the Northeast Quarter; thence East along the South line of the Northeast Quarter to the West rim of the East Branch of Rocky Hollow; thence following the meandering centerline of the East Branch of Rocky Hollow to where it intersects the East line of the Northeast Quarter; thence North along the East line of the Northeast Quarter, to the point of beginning.

Tract 4: Beginning at the Northeast corner of Section 25, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence West along the North section line to the Northwest corner of the Northeast Quarter of Section 25; thence South 2640 feet along the West line of the Northeast Quarter to the Center of Section 25; thence West along the North line of the Southwest Quarter 2640 feet to the Northwest corner of the Southwest Quarter; thence South along the West line of the Southwest Quarter to the Southwest corner of Section 25; thence East along the South line of Section 25, 2673 feet, more or less, to where it intersects the meandering line of the West rim of the East branch of Rocky Hollow; thence following the meandering line of the West rim of East branch of Rocky Hollow to where it intersects the East line of the Northeast Quarter; thence North along the East line of the Northeast Quarter, to the point of beginning.

Saving and excepting therefrom: Commencing at the Northeast corner of the Northeast Quarter of Section 25, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence West along the North line of the Northeast Quarter to where it intersects the meandering centerline of the West branch of Rocky Hollow; thence following the meandering centerline of the West branch of Rocky Hollow in a Southwesterly direction to where it intersects the West line of the Southwest Quarter Northeast Quarter; thence South along the West line of the Southwest Quarter Northeast Quarter to the Southwest corner of the Northeast Quarter; thence East along the South line of the Northeast Quarter to the West rim of the East Branch of Rocky Hollow; thence following the meandering centerline of the East Branch of Rocky Hollow to where it intersects the East line of the Northeast Quarter; thence North along the East line of the Northeast Quarter to the point of beginning.

Tract 5: North Half of Section 26, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Saving and excepting therefrom: Beginning at the Northwest corner of the Northwest Quarter of Section 26, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence South 210 feet; thence East 210 feet; thence North 210 feet; thence West 210 feet to the point of beginning.

Tract 6: South Half Southwest Quarter of Section 23, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Tract 7: That part West of the meandering centerline of the East branch of Rocky Hollow lying within the Southeast Quarter of Section 26, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter, Section 24, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence East along the South line of Southeast Quarter of Section 24 to where it intersects the meandering centerline of the East branch of Rocky Hollow; thence following the meandering centerline of the East branch of Rocky Hollow in a Northeasterly direction to where that meandering centerline intersects the North line of the Southeast Quarter; thence West along the North line of the Southeast Quarter to where it intersects the West line of the Southeast Quarter; thence South along the West line of the Southeast Quarter to the point of beginning.

Tract 8 (Well Site): Commencing at the Southwest Corner Southwest Quarter of Section 26, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence East 1320 feet, thence North 950 feet to the true point of beginning, thence South 15 feet; thence West 15 feet; thence North 15 feet; thence East 15 feet to the point of beginning.

Tract 8A: Together with easement for access and utilities and buried mainline, as described in easements recorded as Instrument No.'s 288627, 288629 and 358831, records of Madison County, Idaho.

Tract 9: Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho.

Section 31: All that portion of said Section lying South and East of Union Pacific Railroads Snake River Belt Line right of way traversing said section.

Section 32: West Half Northwest Quarter.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

- 1 - 13 tower Valley center pivot
- 2 - 10 tower Valley center pivots
- 1 - 10 tower Valley center pivot with corner system
- 1 - 10 tower Lockwood (Valley components) center pivot with corner system
- 1 - 10 tower Lockwood (Valley components) center pivot
- 1 - 10 tower Gifford Hill (Valley components) center pivot
- 1 - 10 tower Raincat center pivot with corner system
- 1 - 8 tower Valley center pivot
- 1 - 5 tower Valley center pivot
- 4 - 1/4-mile handlines
- 1 - 700 HP U.S. electric motor with a National turbine pump
- 1 - 250 HP U.S. electric motor with a Peerless turbine pump
- 1 - 325 HP U.S. electric motor with a turbine pump
- 1 - 100 HP electric booster motor/pump
- 1 - 125 HP electric booster motor/pump
- 1 - 75 HP electric booster motor/pump
- 1 - Variable Frequency Drive

Approximately 33,580 feet of buried steel and PVC mainline, various size diameter

- 2 - 9 tower Valley center pivots
- 2 - 7 tower Valley center pivots
- 1 - 6 tower Valley center pivot
- 2 - 1/4-mile McDowell aluminum handlines, 4 inch diameter

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- 1 - 400 HP electric motor with a turbine pump
 - 1 - 150 HP electric booster motor with a turbine pump
 - 1 - 150 HP variable frequency drive
- Approximately 15,000 feet of buried mainline, various size diameter

ALSO all potato storage fixtures and equipment now owned or hereafter acquired, including but not limited to the following: electrical control and auxiliary panels, motors, fans, humidification systems, exhaust louvers and hoods, ventilation systems, vent pipe and all ancillary items.

SUMMERCO MANAGEMENT, INC., An Idaho Corporation

By: Gary Summers
GARY SUMMERS, President
Attest: Rhett Summers
RHETT SUMMERS, Secretary

SUMMERCO, INC., An Idaho Corporation, and GARY SUMMERS, individually, and SHANNON SUMMERS, individually

By: Gary Summers
GARY SUMMERS, individually and as President
By: Shannon Summers
SHANNON SUMMERS, individually and as Vice President
Attest: Rhett Summers
RHETT SUMMERS, Secretary

GARY D. SUMMERS and SHANNON L. SUMMERS, Trustees,
under the GARY & SHANNON SUMMERS LIVING TRUST, dated
February 11, 2000

By: Gary D. Summers
GARY D. SUMMERS, Trustee
By: Shannon L. Summers
SHANNON L. SUMMERS, Trustee

SCANNED

APR 21 2010



Idaho Department of Water Resources

MEMORANDUM

File: Summerco, Frank Summers Inc., and Summers Farm and Ranch

Subject: Field exam of POD's

Frank Summers Inc (Kelly)- 22-2219, 22-4091

Tag #A0012241

Drilled about 1962

GPS -N 111 44 05.8 W 42 48 55.2

Spatial Data Point #380415

Tag #A0012242

Drilled 1991

GPS- N 111 44 25.9 W43 48 68.5

Spatial Data Point #380416

A0012241 and A0012242 are tied together

Frank Summers Inc- 22-2263B, 22-2264B

Tag#A0012240

GPS- N 111.750367 W 43.780333

Spatial Data Point #364993

Summerco-(Gary) 22-10777

Tag#A0012244

GPS- N 111.713233 W 43.813983

Spatial Data Point #370139

Summers Farm & Ranch (Danny) 22-2258B, 22-2238, 22-11318

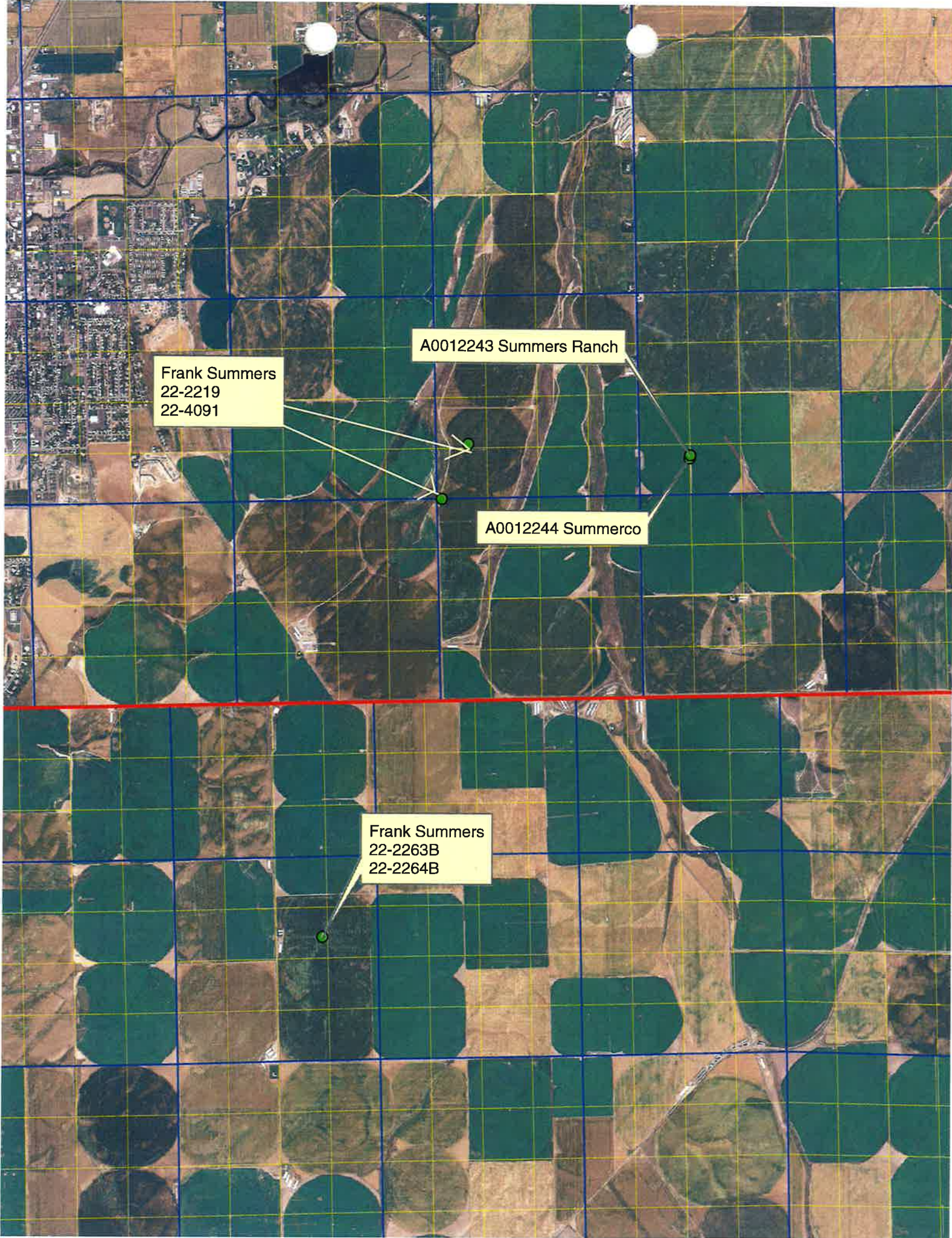
Tag#A0012243

GPS- N 111.716167 W43.8142

Spatial Data Point #364985

From the desk of Denise Kidman





Frank Summers
22-2219
22-4091

A0012243 Summers Ranch

A0012244 Summerco

Frank Summers
22-2263B
22-2264B



Idaho Department of Water Resources

MEMORANDUM

File: 22-2183 and 22-10483 Kelly Summers (22-2258A & 22-2258B)
Date: August 20, 2008
Subject: Initial Hearings Part 2 Summary

Represented by Jerry Rigby but never showed up for following subcases: 22-2183, 22-10483, 22-2258A.

Finding from review of file:

Summers objected to the point of diversions. They claim there are two wells from 22-2219 and 22-4091. 1 ¼ mile west from where we have it located. Refer to the 1987 map showing the POU for the above listed subcases. Main question to ask Jerry Rigby or Kelly Summers was how they got the water from the wells 1 ¼ miles away and across the river.

Another objection filed stating that the quantity should be 2.5 cfs and not 2.0 cfs that were recommended. “This water right was incorrectly divided in regards to a split with 22-2258A.” I haven’t found anything linking 22-2183 and 22-2258A together by a split. However the License, issued 4-2-1968, shows 2.0 cfs for irrigation.

“Enlargement rights don’t get additional water, just acreage. Licensed for 2.0 cfs.
T.G. 10-1-07”

Note in 22-10483:

“POU is now irrigated from the well that supplies 22-2219 and 22-4091. These two wells are tied by an interconnected mainline. BAC 11-8-04”

Licensed	22-2258:	234 acres	4.68 cfs	(4.68/234= 0.02 cfs/acre)
	→ 22-2258A	155 acres	3.1 cfs	(155 x 0.02 cfs = 3.1 cfs)
	→ 22-2258B	<u>79 acres</u>	<u>1.58 cfs</u>	(79 x 0.02 cfs = 1.58 cfs)
	Total	234 acres	4.68 cfs	

From the desk of Denise Kidman

Ruberry, Allen

From: Jerry Rigby [jrigby@rigby-thatcher.com]
Sent: Tuesday, December 06, 2005 12:37 PM
To: Al Ruberry
Subject: Summers Farm & Ranch Claim 22-11318

Al,

Attached please find a Notice of Appearance in three related claims: 22-11318, 22-2258B & 22-2238. Although the statutory claim and beneficial use thereof is related to 11318, the water has come from the other two water rights. Also attached please find proposed affidavits of those who are aware of the expansion which took place in 1966 (I haven't had them review them for accuracy yet but will do so shortly). Danny Summers is also attempting to find his mainline bills which will further evidence that the expansion took place on the lands described in 11318.

Skip is working with me on several others here on the Rexburg bench and therefore I certainly can talk to him about this one as well – unless you want me to work directly with you. Please let me know.
Thanks

Jerry R. Rigby

Rigby, Thatcher, Andrus, Rigby & Moeller, *Chartered*

P.O. Box 250

Rexburg, Idaho 83440

Telephone: (208) 356-3633 Fax: (208) 356-0768

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JUL 19 2007

12/6/2005



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

JAMES E. RISCH
Governor

KARL J. DREHER
Director

November 22, 2006

Summerco Inc.
27 N 300 E
Sugar City Id 83448

RE: Change to Preliminary Director's Report **22-2258A, 22-2295, 22-10646, 22-10777**

To Whom It May Concern:

The purpose of this letter is to notify you the Preliminary Director's Report you previously received for the above referenced claims have been changed. A printout of the new Preliminary Director's Reports are included for your records.

The notices of error and new claims received subsequent to the mailing of the Preliminary Director's Report caused us to re-examine the recommendations involving the above mentioned water rights. The recommendations have been changed to more accurately reflect the number of acres you are irrigating.

If you have questions or wish to schedule an appointment please call me at the above number.

Respectfully,

Trent Galbraith
Water Agent
Adjudication Bureau

Enclosure

Amended Preliminary Directors Report

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2007

- 22-2258A - Cfs is incorrect
 - Recommend Cfs based on amt of land owned of original license. This is according to skipout-20-05 the

Cfs Needs to be 3.1 cfs not 4.68 cfs

$$\frac{4.68}{234} = 0.02 \text{ cfs/ac} - 2.6 \quad 130 \text{ ac}$$

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JUL 19 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 6, 2001

SUMMERCO INC
27 N 3000 E
SUGAR CITY ID 83448

RE: CHANGE IN OWNERSHIP FOR ⁸²~~829~~-02258A

Dear Claimant:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner(s).

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

Enclosure: Notice(s) of Claim

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JUL 19 2007

~ Celebrating Our Centennial Year of Service to Idaho 1805 1005 ~

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

OK JC
8/6/01
RECEIVED

JUN 18 2001

Department of Water Resources
Eastern Region

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
_____ 22-2258	_____ A	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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) are 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) Summersco Inc & Frank Summers Inc.
4. New Owner/Claimant(s) Summersco Inc.
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address x 37 N. 3000 E
- City, State and ZIP Code x SUGAR CITY, ID. 83448
- New Telephone Number x (908) 356-9314
5. Date you acquired the property x 04/10/01

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JUL 19 2007

(over →)

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

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

Water Right and/or Adjudication Claim Number

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

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

Water Right and/or Adjudication Claim Number

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) Summers Inc.
(include title if applicable) Larry Summers Pres.

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

For Office Use Only

Received by	Date	Fee
Received by	Date	Receipt No.
Processed by	Date	WR

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JUL 19 2007

AMENDMENT TO ESCROW AGREEMENT

THIS AMENDMENT, dated the 1st day of December, 1995, by and between FRANK SUMMERS, INC., an Idaho corporation, with its principal office located at 327 S. 3000 E., Sugar City, ID 83448; SUMMERCO, INC., an Idaho corporation, with its principal office located at 2895 E. Sugar Cemetery Rd., Sugar City, ID 83448; and SUMMERS FARM & RANCH, INC., an Idaho corporation, with its principal office located at 4423 E. 1496 S., Sugar City, ID 83448, hereinafter collectively referred to as "the three Summers corporations";

R E C I T A L S

The parties hereto recite as follows:

1. On December 12, 1977, the above referenced parties entered in a "Contract of Sale" and "Escrow Agreement" with Madge Harris Chronister, Byron Harris, Julie Harris Griffel, Janice Harris Pond, Zina Harris Peterson and Tammy Harris, hereinafter referred to as "Harris", for the purchase of certain real property owned by Harris and located in Madison County, Idaho.

2. First Security Bank of Idaho, Rexburg Branch, holds the escrow on the above described transaction. The escrow contains a "Warranty Deed" signed by Harris transferring title in the real property, hereinafter referred to as "Harris property" to all three Summers corporations in undivided interests.

3. The three Summers corporations have, over the years, orally agreed to divide and have divided the parcels of the Harris property among the three Summers corporations. The

SCANNED
JUL 19 2007

division of the Harris property among the three Summers corporations is now as follows:

Frank Summers, Inc. - SW1/4 of Sec. 26, Twp. 6 N., Rge. 40 E.B.M., Madison County, Idaho.

Summerco, Inc. - NW1/4 of Sec. 26., Twp. 6 N., Rge. 40 E.B.M., Madison County, Idaho.

LESS: Commencing at the NW corner of the NW1/4 of Sec. 26, Twp. 6 N., Rge. 40 E.B.M. and running thence South 210 feet; thence East 210 feet; thence North 210 feet; thence West 210 feet to the point of beginning.

Summers Farm & Ranch, Inc. - W1/2NW1/4 of Sec. 35., Twp. 6 N., Rge. 40 E.B.M., Madison County, Idaho.

4. Each of the three Summers corporations has signed a "Quitclaim Deed" to the other two Summers corporations for the property it is NOT retaining nor claiming an interest.

In consideration of the above recitals, the terms and covenants of this amendment, and other valuable consideration, the receipt of which is acknowledged, the parties hereby agree as follows:

A. The three Summers corporations agree to the division of the Harris property as described above in paragraph 3 above.

B. The three Summers corporations agree to and authorize First Security Bank of Idaho, Rexburg Branch, to hold the executed Quitclaim Deeds until said Harris contract is paid in full and then to record the Quitclaim Deeds following the recording of the Warranty Deed currently held in escrow.

AMENDMENT TO ESCROW AGREEMENT - 2

pj:\summerco.ame

SCANNED

JUL 19 2007

IN WITNESS WHEREOF, each party to this agreement has
caused it to be executed on this 1st day of December, 1995.

FRANK SUMMERS, INC.

By: F. Kelly Summers
F. Kelly Summers, Pres.

ATTEST:

Julie H. Summers
Julie H. Summers, Sec.

SUMMERCO, INC.

By: Gary Summers
Gary Summers, Pres.

ATTEST:

Bud D. Summers
Bud D. Summers, Sec.

SUMMERS FARM & RANCH, INC.

By: Danny Summers
Danny Summers, Pres.

ATTEST:

Berniece Summers
Berniece Summers, Sec.

QUITCLAIM DEED

FOR VALUE RECEIVED, FRANK SUMMERS, INC., an Idaho corporation, with its principal office located at 327 S. 3000 E., Sugar City, ID 83448, does hereby remise, release, and forever quitclaim unto SUMMERCO, INC., an Idaho corporation, with its principal office located at 2895 E. Sugar Cemetery Rd., Sugar City, ID 83448, in and to the following described property in Madison County, State of Idaho, to-wit:

NW1/4 of Sec. 26., Twp. 6 N., Rge. 40 E.B.M.

LESS: Commencing at the NW corner of the NW1/4 of Sec. 26, Twp. 6 N., Rge. 40 E.B.M. and running thence South 210 feet; thence East 210 feet; thence North 210 feet; thence West 210 feet to the point of beginning.

TOGETHER with any and all improvements and appurtenances thereto; rents, issues and profits thereof; and reversions and remainders.

DATED this 31st day of OCTOBER, 1995.

FRANK SUMMERS, INC.

By: F. Kelly Summers
F. Kelly Summers, Pres.

ATTEST:

Julie H. Summers
Julie H. Summers, Sec.

STATE OF IDAHO)
 ss.
County of Madison)

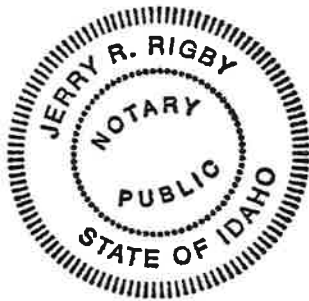
On this 19th day of MARCH, ²⁰⁰⁶~~1995~~, before me, the undersigned, a Notary Public in and for said State, personally

SCANNED

JUL 19 2007

appeared F. KELLY SUMMERS and JULIE H. SUMMERS, known to me to be the President and Secretary, respectively, of FRANK SUMMERS, INC., the corporation that executed the foregoing instrument and acknowledged to me that such 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: *REXBURG*
Commission Expires: *11-01-05*

QUITCLAIM DEED - 2

pj:\fsil.qcd

SCANNED

JUL 19 2007

EASEMENT

The undersigned, FRANK SUMMERS, INC., an Idaho corporation, with its principal office located at 327 S. 3000 E., Sugar City, ID 83448, hereinafter called "Grantors," for good and valuable consideration, receipt of which is hereby acknowledged, hereby grant to SUMMERCO, INC., an Idaho corporation, with its principal office located at 2895 E. Sugar Cemetery Rd., Sugar City, ID 83448, hereinafter called "Grantee", its successors and assigns forever, easements for the following:

- 1) Maintenance of Grantee's irrigation well and pump located on the property described below;
- 2) Maintenance of an existing buried mainline, which supplies water to farm ground owned by Grantee, running in a northerly direction from the irrigation pump and well located on property described below to the point where the mainline intersects the southern edge of the NW1/4 of Sec. 26, Twp. 6 N., Rge. 40 E.B.M.;
- 3) Maintenance of an existing power line, which supplies power to an irrigation pivot owned by Grantee, running in a northerly direction and running parallel with the above-described mainline;
- 4) Ingress and egress over existing roadways 1) running in a southerly direction from the irrigation pump and well located on property described below to a point where the roadway intersects the northern edge of the NW1/4 of Sec. 35, Twp. 6 N., Rge. 40 E.B.M.; and 2) thence westerly along the northern boundary of said section 35 to the Northwest corner of section 35.

SCANNED

JUL 19 2007

5) Maintenance of an existing underground power line, which supplies power to the irrigation pump and well, running in a southeasterly direction on the property described below to a point where the power line intersects the western edge of the SE1/4 of Sec. 26, Twp. 6 N., Rge. 40 E.B.M.;

The said irrigation pump and well are located on or near the following described point in Madison County, State of Idaho, to-wit:

Beginning at a point that is 1320 feet North of the Southwest corner of the SW1/4 of Sec. 26, Twp. 6 N., Rge. 40 E., Boise Mer. and running thence East 1320 feet, the center of Sec. 26, to the irrigation well and pump.

It is understood and agreed that Frank Summers, Inc. shall be held liable for any damages or destruction to the above referenced buried mainline and power lines, providing said damage or destruction occurs as a result of abnormal farming practices on the part of Frank Summers, Inc.

All loss from the damage to the growing crops of Frank Summers, Inc. caused by either the maintenance of buried mainline and power lines or water from the rupture of any mainline shall be reimbursed to Frank Summers, Inc. by Summerco, Inc.

The easement hereby granted is perpetual, shall run with the land and shall inure to the benefit of the heirs, successors and assigns of Grantees.

SCANNED
JUL 19 2007

IN WITNESS WHEREOF, The undersigned have executed this document
this 31st day of October, 1995.

FRANK SUMMERS, INC.

By: F. Kelly Summers
F. Kelly Summers, Pres.

ATTEST:

Julie H. Summers
Julie H. Summers, Sec.

SUMMERCO, INC.

By: Gary Summers
Gary Summers, Pres.

ATTEST:

Bud D. Summers
Bud D. Summers, Sec.

STATE OF IDAHO)
 ss.
County of Madison)

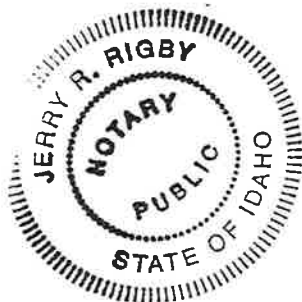
On this 19th day of March, 2001, before me, the undersigned, a
Notary Public in and for said State, personally appeared F. KELLY SUMMERS and
JULIE H. SUMMERS, known to me to be the President and Secretary, respectively, of

EASEMENT - 3
pj:\summerco.eas

SCANNED
JUL 19 2007

FRANK SUMMERS, INC., the corporation that executed the foregoing instrument and acknowledged to me that such 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.

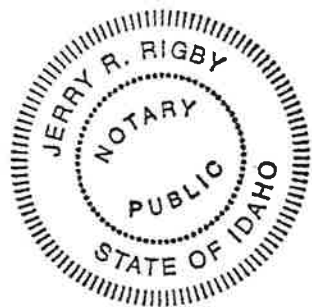



Notary Public for Idaho
Residing at: Rexburg
Commission Expires: 11-09-05

STATE OF IDAHO)
 SS.
County of Madison)

On this 19th day of March, ²⁰⁰¹~~1995~~, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY SUMMERS and BUD D. SUMMERS, known to me to be the President and Secretary, respectively, of SUMMERCO, INC., the corporation that executed the foregoing instrument and acknowledged to me that such 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: *Rebelle*
Commission Expires: *11-09-05*

EASEMENT - 5

pj:\summerco.eas

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JUL 19 2007

EASEMENT

The undersigned, SUMMERS FARM & RANCH, INC., an Idaho corporation, with its principal office located at 4423 E. 1496 S., Sugar City, ID 83448, hereinafter called "Grantors," for good and valuable consideration, receipt of which is hereby acknowledged, hereby grant to SUMMERCO, INC., an Idaho corporation, with its principal office located at 2895 E. Sugar Cemetery Rd., Sugar City, ID 83448, hereinafter called "Grantee", its successors and assigns forever, easements for the following:

1) Ingress and egress over an existing roadway located on the western edge of the NW1/4 of Sec. 35, Twp. 6 N., Rge. 40 E.B.M. and runs easterly along the northern boundary of said section 35 to the Northwest corner of Section 35 to an existing roadway which then runs in a northerly direction.

The easement hereby granted is perpetual, shall run with the land and shall inure to the benefit of the heirs, successors and assigns of Grantees.

IN WITNESS WHEREOF, The undersigned have executed this document this 31st day of OCTOBER, 1995.

SUMMERS FARM & RANCH, INC.

By: 
Danny Summers, Pres.

ATTEST:

Berniece Summers
Berniece N. Summers, Sec.

SCANNED

JUL 19 2007

By: Gary Summers
Gary Summers, Pres.

~~ATTEST:~~

STATE OF IDAHO)
 ss.
County of Madison)

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:~~

Commission Expires: 11-09-05

QUITCLAIM DEED

FOR VALUE RECEIVED, SUMMERS FARM & RANCH, INC., an Idaho corporation, with its principal office located at 4423 E. 1496 S., Sugar City, ID 83448, does hereby remise, release, and forever quitclaim unto SUMMERCO, INC., an Idaho corporation, with its principal office located at 2895 E. Sugar Cemetery Rd., Sugar City, ID 83448, in and to the following described property in Madison County, State of Idaho, to-wit:

NW1/4 of Sec. 26., Twp. 6 N., Rge. 40 E.B.M.

LESS: Commencing at the NW corner of the NW1/4 of Sec. 26, Twp. 6 N., Rge. 40 E.B.M. and running thence South 210 feet; thence East 210 feet; thence North 210 feet; thence West 210 feet to the point of beginning.

TOGETHER with any and all improvements and appurtenances thereto; rents, issues and profits thereof; and reversions and remainders.

DATED this 31st day of OCTOBER 1995.

SUMMERS FARM & RANCH, INC.

By: [Signature]
Danny Summers, Pres.

ATTEST:

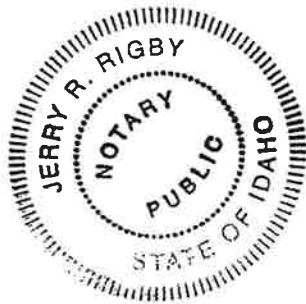
Bernice Summers
Berniece Summers, Sec.

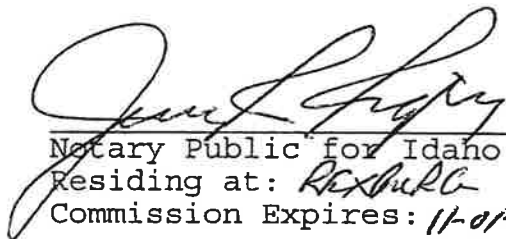
STATE OF IDAHO)
 ss.
County of Madison)

On this 19th day of MARCH, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared DANNY SUMMERS and BERNIECE SUMMERS, known to me to be the President and Secretary, respectively, of SUMMERS FARM & RANCH, the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

SCANNED
JUL 19 2007

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*
Commission Expires: *11-01-05*

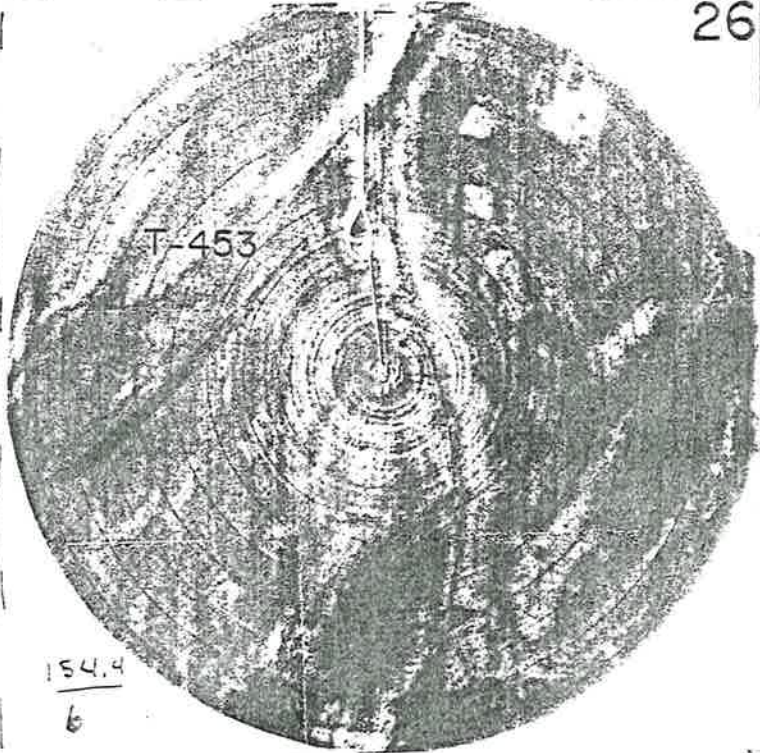
QUITCLAIM DEED - 2
pj:\sf&r1.qcd

SCANNED

JUL 19 2007

$\frac{124.2}{5}$

26 25



$\frac{154.4}{6}$

A-62

Summered
IWC

0.2

$\frac{5.1}{5}$

$\frac{6.2}{6}$

FRANK SUMMERS INC

SUMMERED COMPANY [0.0]
SUMMERS TRAIL RANCH

SCANNED
JUL 19 2007

Approx 70 Acres

Log for claim 22-02258A

Spatial Dynamics LTD

8/8/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06n40e	26	NENW	39	39	
06n40e	26	NWNW	39	38	
06n40e	26	SWNW	39	37	
06n40e	26	SEnw	38	38	
Totals:			155	152	

 SPATIAL
DYNAMICS

SCANNED

JUL 19 2007

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 32500/22-2258 Priority August 26, 1965 Amount 4.68 cfs

THIS IS TO CERTIFY, that Ross C. Harris, Don C. Harris, Edward Byron Harris
of Rexburg, Idaho have, ~~xxx~~ complied with the terms and conditions of Permit
No. 32500/22-2258 issued pursuant to Application for Permit dated August 26, 1965,
and has submitted proof to the Department of Water Administration on June 11, 1970,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 5.38 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from a ground water source
tributary of _____, is hereby confirmed in the following amounts:

Amount 4.68 cfs for irrigation from April 1 to Nov. 1 (both dates inclusive)

Amount _____ for _____ from _____ to _____ (both dates inclusive)

Amount _____ for _____ from _____ to _____ (both dates inclusive)

Subject, however, to the condition that no more than 4.68 cfs of water be diverted at
any one time, said waters to be diverted within the _____

SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 26, Twp. 6 N, Rge. 40 E, B.M.

in the county of Madison; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 819 acre feet per year or _____
3.5 acre feet per acre.

Description and location of place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6 N	40 E	26					39	39	39	38									155
		35					39.5	39.5											79

Total number of acres irrigated 234

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 6th day of
June, 19 72.


Director

22. 2258

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. G-32500/22-2258

This proof is for B/U In Water District No.

1. Name of applicant Roes C., Don C., & Edward Byron Harris, P.O. 372, Rexburg, Id. 83440

2. Source of water supply: groundwater

3. Location of point of diversion: Is in the SW/4 of Section 26

T. 6N R. 40E County of Madison

4. Describe works as they exist, giving dimensions and capacities of same: Well, pump, & sprinkler system

12 lines 1/4 @ 55 PSI

$$Q = (12)(32)(6.30) / 450 = 538 \text{ CFS}$$

$$V = (3.5)(240) =$$

The E 1/2 SW 1/4 Sec 26 + SW 1/4 SW 1/4 Sec 26 also irrigated

5. Water is used for: irrigation Total acreage at exam was 349

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):

T. 6N, R. 40E, Sec. 35 W 1/2 NW 1/4 80 acres

Sec. 26 NW 1/4 160 acres

It appears that the land under this permit 240 TOTAL is only part of the total farm and that the water from this well is also used on other parts of the farm. At the time of the exam some water was being put on E 1/2 SW 1/4 Sec 26 ~~with the well~~ - this is in addition to that applied for in this permit.

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

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

Remarks: ~~The pt of diversion has been changed to the NW 1/4 NW 1/4 Sec 35 - The previous well has been disconnected from the power system which has been moved over to the new well (100' south) The old well still has a motor pump discharge to mainline and a booster pump on it.~~

After looking at the aerial photo it is apparent the PD is in the SW 1/4 SW 1/4 Sec 26 & No amendment is required for the PD

This examination was made on the 19 day of Aug, 1970

(Signed) [Signature] Examiner.

22 2258

1/2 S Motors Hollow shaft

250 HP 440 Volts

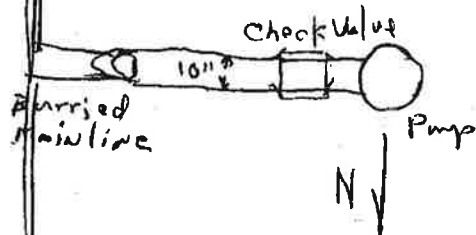
1775 RPM

Sen # J 1417286 10" discharge

Peerless Pump

Sen # 295516

4



INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

ASCS: Rexburg

SCS: Rexburg

Permit No. G-32500/22-2258

Examination for B/U

County Madison

Quantity: (permit) 4.80 cfs (proof) same Sec. 26 T. 6 N. R. 40 E

Source: groundwater

P.D.: SW 1/4 SW 1/4

Use: irrigation

Extension:

Protest:

Completion of Works:

Other Rights:

Filed: August 26, 1965

Made: June 11, 1970

Due: August 26, 1970

Priority: August 26, 1965

22 2258

JUL 19 2007

RECEIVED

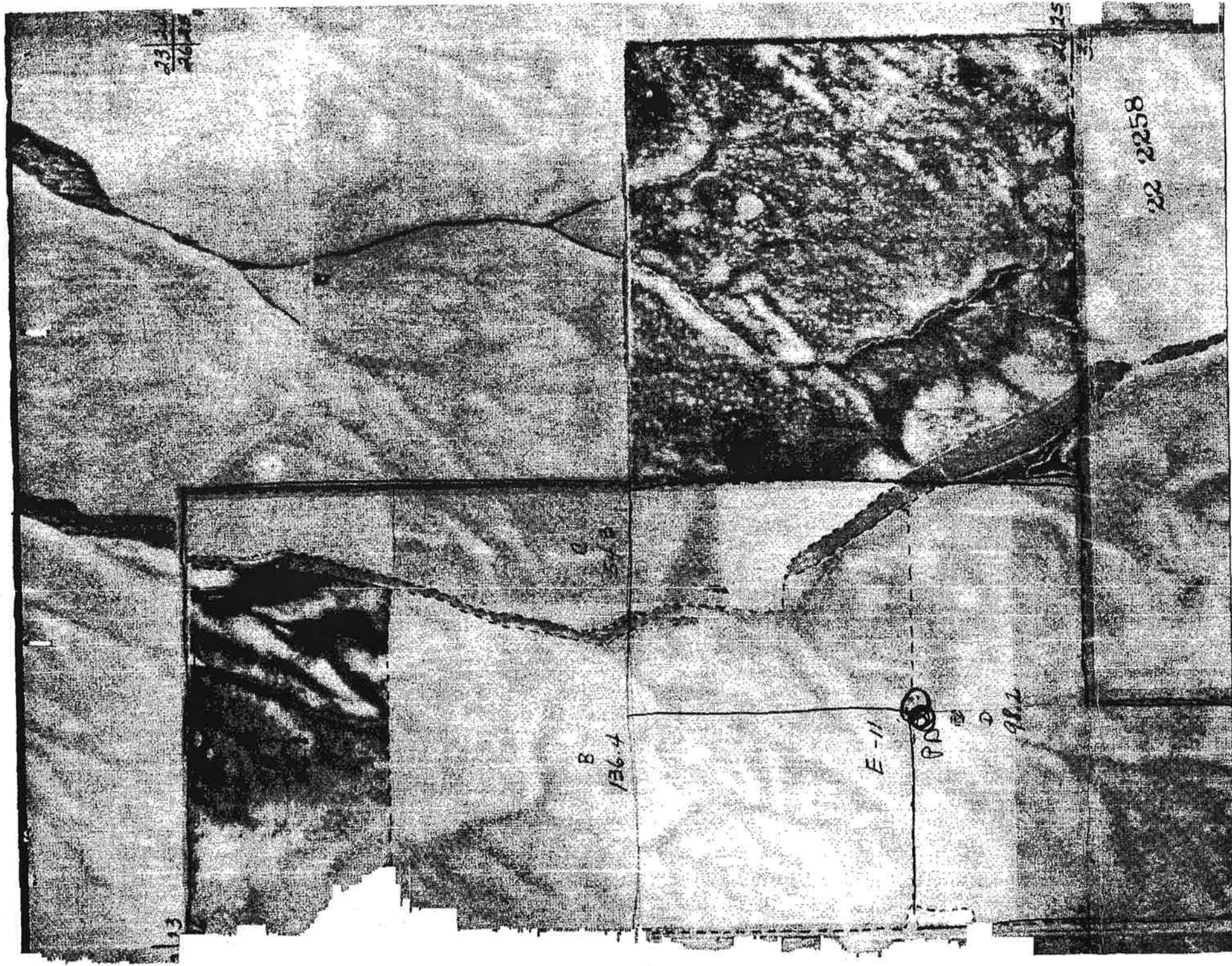
22. 2255

[illegible]

46



SCANNED
JUL 19 2007



SCANNED

JUL 19 2007



Idaho Department of Water Resources

SRBA Recommendation:

22-2258A

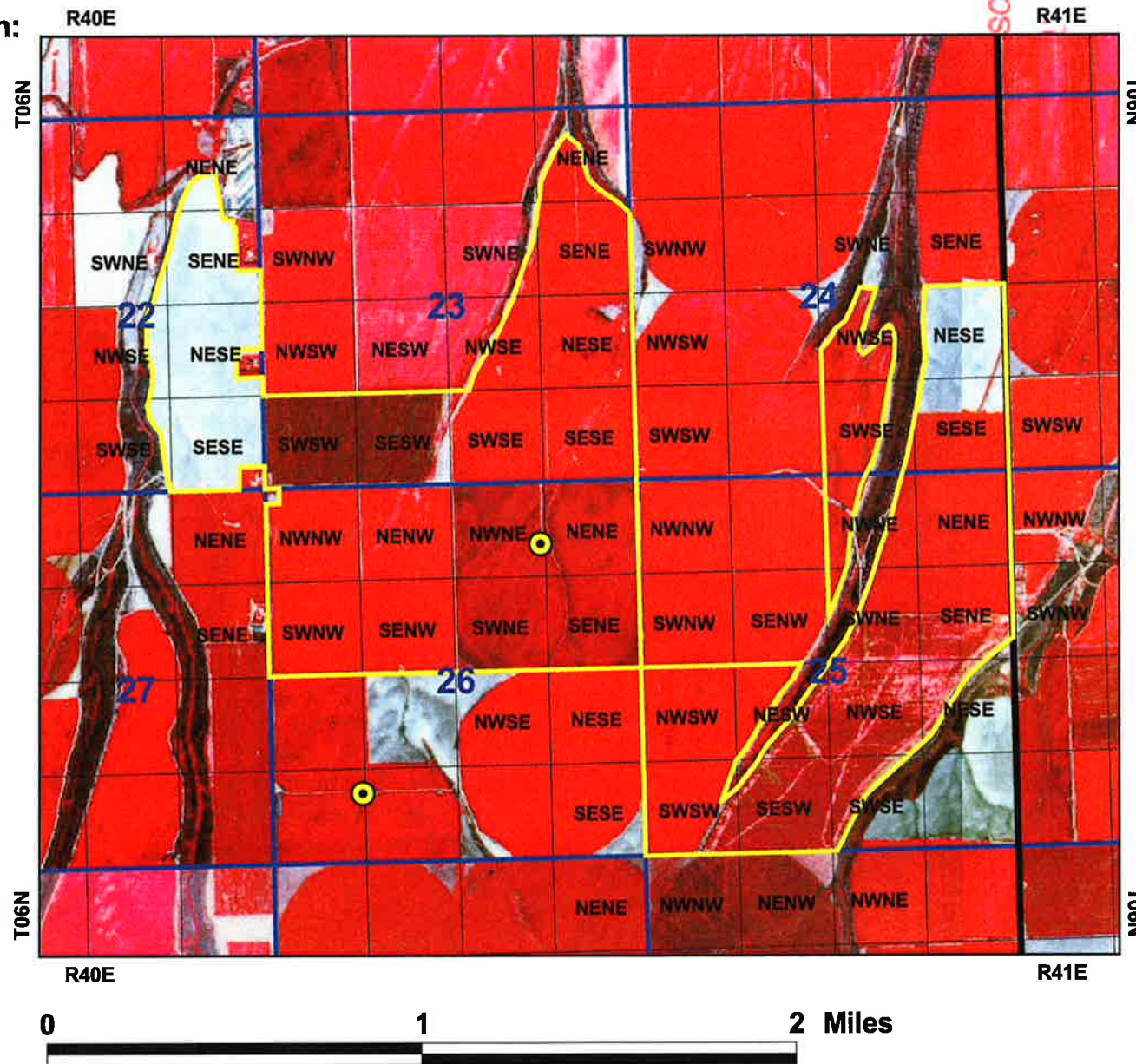
(Irrigation)

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Madison County
IDWR Basin 22



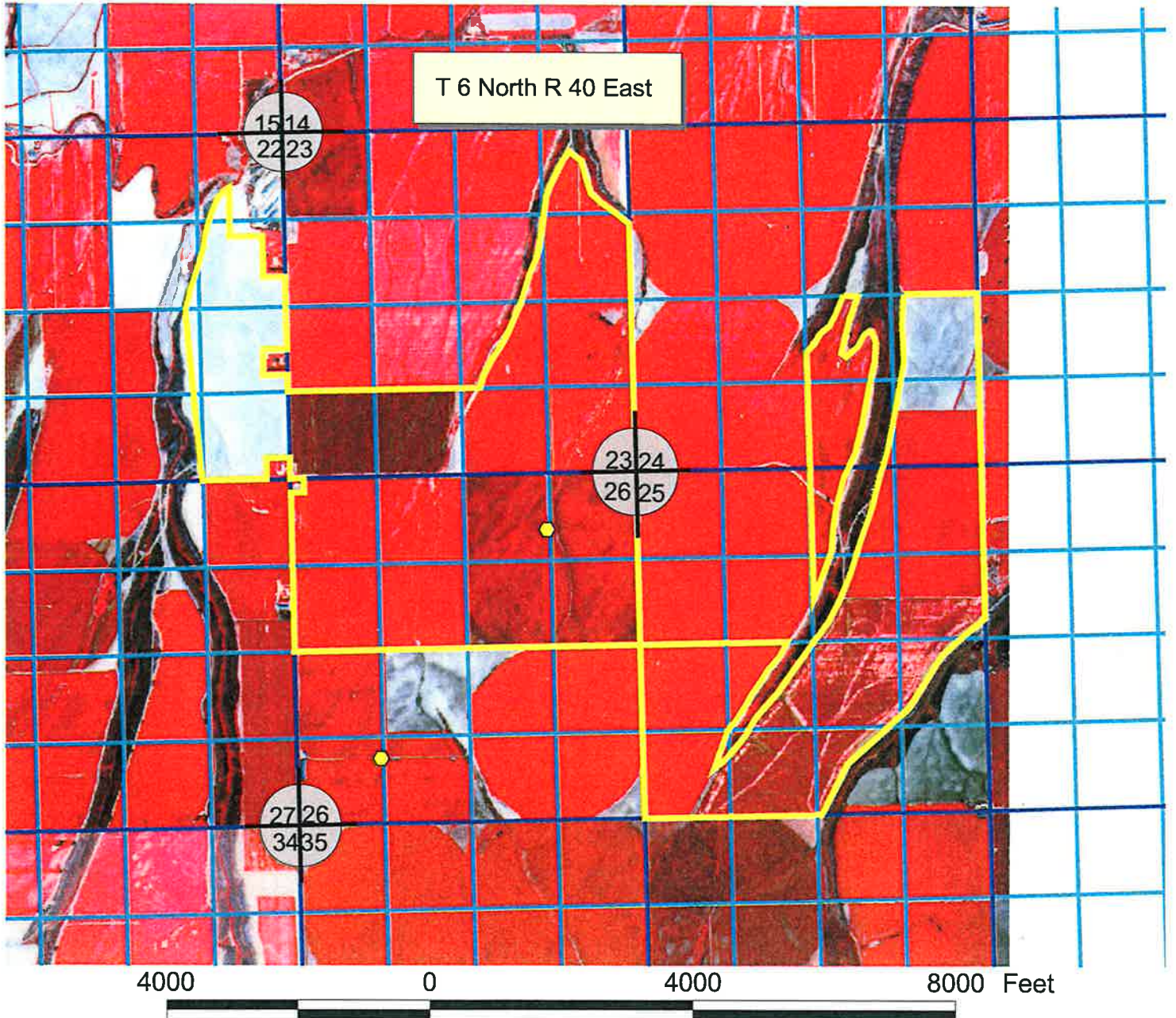
Prepared by J. Crabtre
On Wednesday, November 22, 2006
1987/88 Aerial Photography



State of Idaho
Department of Water Resources
Eastern Region



Claim No.(s): 22-2258A, 22-2295, 22-10646, 22-10777



- Points Of Diversion
- Place of Use
- Sections
- Quarter Quarter

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by T. Galbraith
Date: Feb. 2006

SCANNED
JUL 19 2007

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: A22-02258A
Date Received: 8/02/1988
Receipt No: E001377
Received By: HJ

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SUMMERCO INC.
Address: 27 N. 3000 E.
SUGAR CITY, ID 83448

208-356-7803
- OR
- Name: FRANK SUMMERS INC.
Address: 327 S. 3000 E.
SUGAR CITY, ID 83448

208-356-6875

2. Date of Priority: AUG 26, 1965
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	40E	26	SW	SW			MADISON

5. Description of diverting works:
- WELL AND PUMP TO SPRINKLER

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	4.680		

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

8. Total consumptive use is 310.0 Acre Feet Per Annum.

9. Non-irrigation uses:
- NONE

NOT MICROFILMED
JUL 19 2000 OCT 29 1992



10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06N	40E	26	NE		NW		IRR	39.0
			NW		NW		IRR	39.0
			SW		NW		IRR	39.0
			SE		NW		IRR	38.0
Section Acres								155.0
Total Acres								155.0

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:
NONE

14. Remarks:
THIS IS THE NORTH PORTION OF LICENSE 22-2258

15. Basis of Claim: BENEFICIAL USE

RECEIVED MICROFILMED
JUL 19 2007 OCT 29 1992

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): Jay Summer Date: 8-16-88
F. Kelly Summer Date: 8-17-88

For Organizations:

I do solemnly swear or affirm that I am Pres of Summerco Inc, that I have signed the foregoing document in the space below as Pres of Summerco Inc and that the statements contained in the foregoing document are true and correct.

Jay Summer
Signature of Authorized Agent
Pres Summerco Inc
Title and Organization
8-16-88
Date

State of Idaho)
County of Madison) SS.

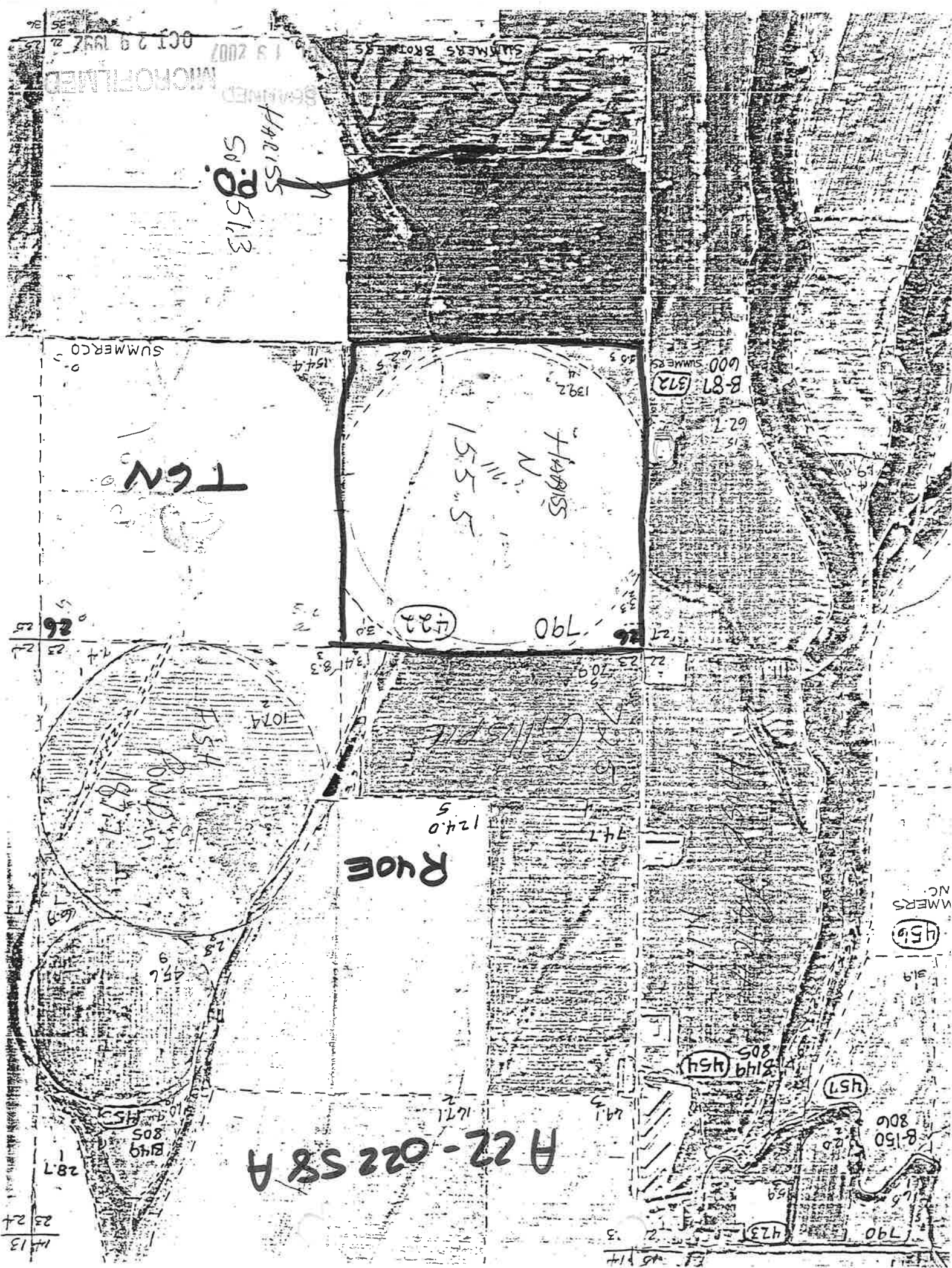
Subscribed and sworn (or affirmed) before me this 16th day of August 19 88

Kerry S. Wilcox
Notary Public

Seal

Residing at Reynolds, Idaho
My Commission Expires 7-10-91
Date: 08/04/88

SCANNED
JUL 13 2007
MICROFILMED
OCT 29 1992



A 22-02258 A

Ryoe

T6N

HARRIS
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