

10/07/2004

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

RIGHT NUMBER: 25-2125A

NAME AND ADDRESS: FOSTER CO
PO BOX 308
RIGBY ID 83442-0308

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.610 CFS

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

PRIORITY DATE: 01/29/1957

POINT OF DIVERSION:

T03N R40E S10 SENENE Within BONNEVILLE County

T03N R40E S11 NWNWNW Within BONNEVILLE County

Rights 25-2125A, 25-2137, and 25-7012 are diverted through the point(s) of diversion described above.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.610 CFS 744.00 AFY

PLACE OF USE: IRRIGATION Within BONNEVILLE County

T03N R40E S11	NWNW	35.0	T03N R40E S11	SWNW	34.0
T03N R40E S11	NWSW	40.0	T03N R40E S11	SWSW	40.0
T03N R40E S11	SESW	2.0	T03N R40E S14	NWNW	35.0

186 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 25-07012 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 186 ACRES 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: License

Water Right 25-2125A

SCANNED
OCT 20 2004

1

PROFILED

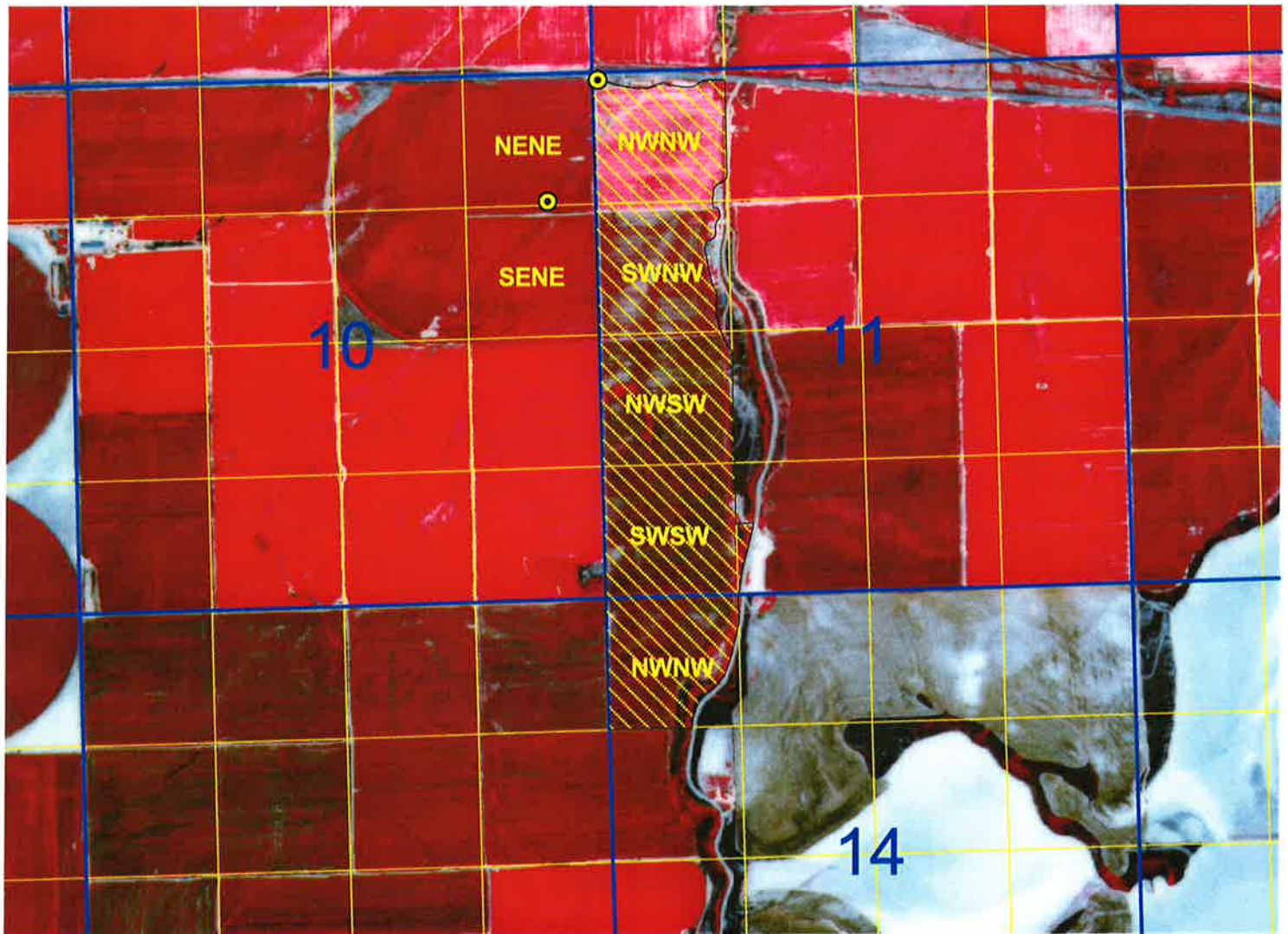


State of Idaho

Department of Water Resources

Eastern Region

Water Right(s): 25-02125A, 25-07012



1320 0 1320 2640 3960 5280 Feet

PROFILED

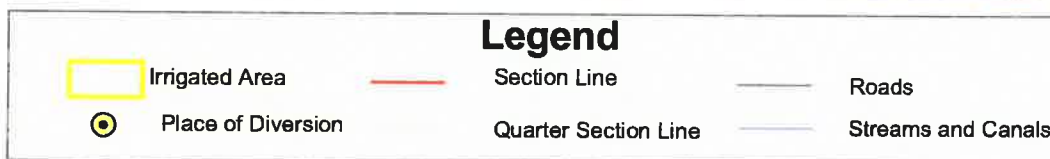
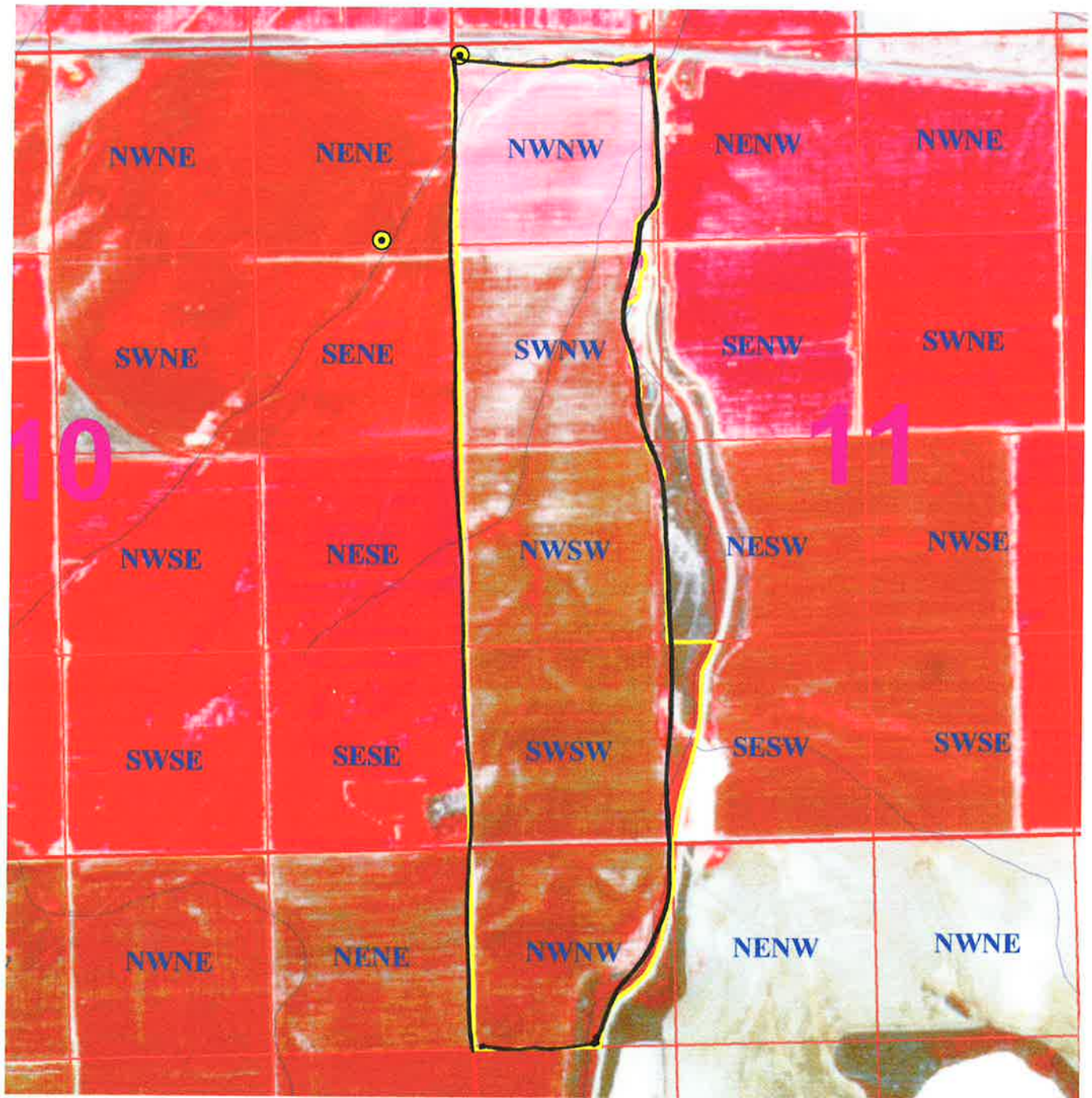
-  Point of Diversion
-  Place of Use
-  Sections
-  QQ



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by R. Mikesell
Date: October 2004

Water Right Claim Number 25-02125A
Township , 3N40E

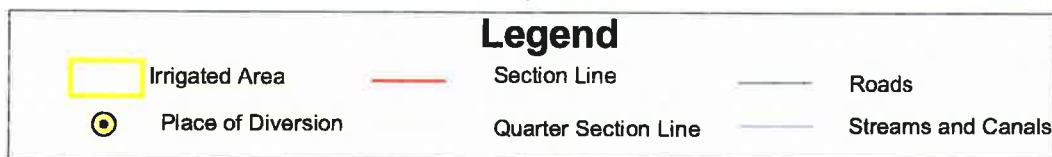
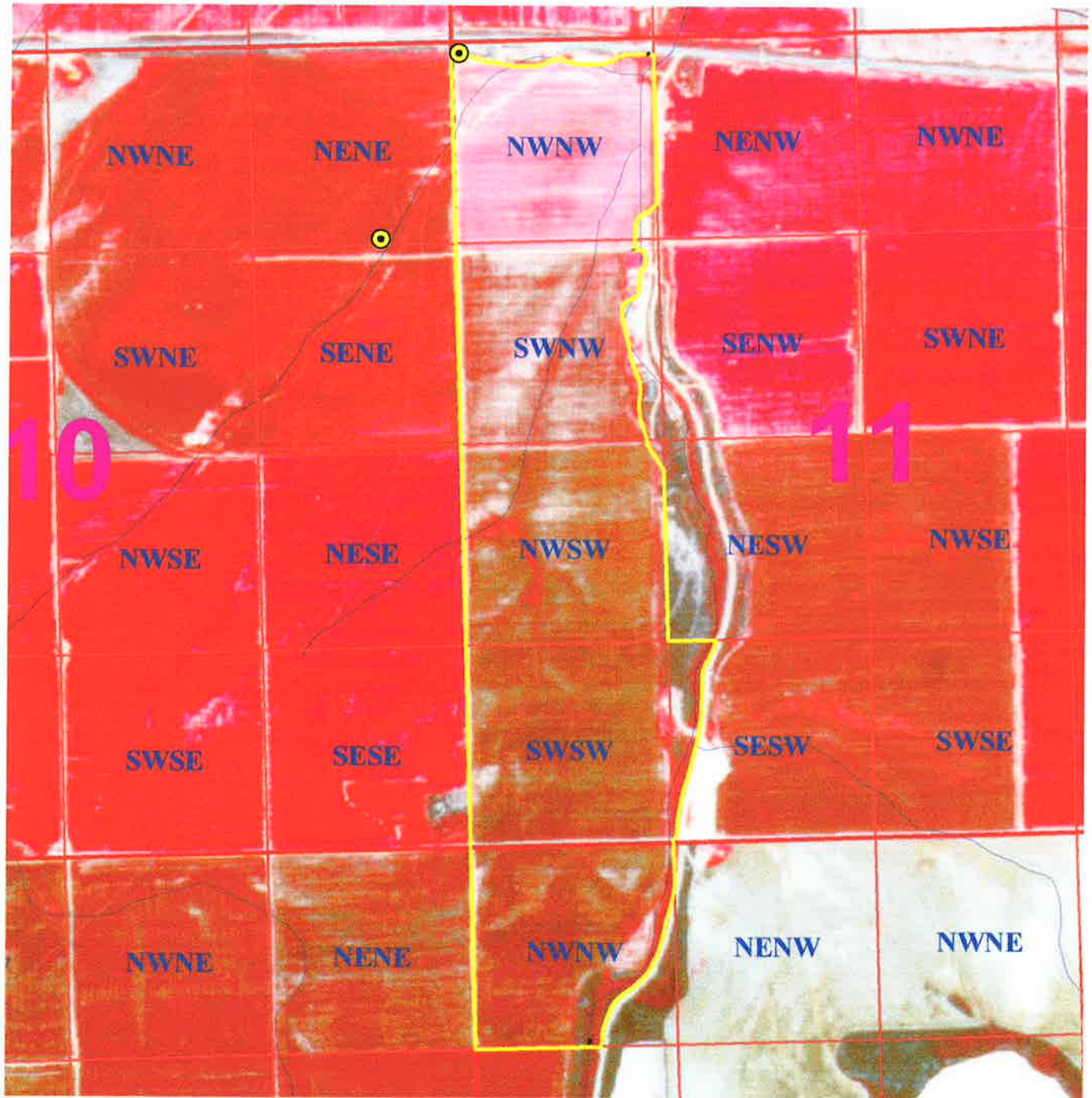
11/30/2000



SPATIAL DYNAMICS

Water Right Claim Number 25-02125A
Township , 3N40E

11/30/2000



 SPATIAL
DYNAMICS



Water Right Claim Number 25-02125A
Township , 3N40E

11/30/2000



Irrigated Area

Place of Diversion

Section Line

Quarter Section Line

Roads

Streams and Canals

Legend



SPATIAL
DYNAMICS

10/05/2004

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 25-2125A

FOSTER CO

PO BOX 308

RIGBY ID 83442-0308

Telephone Number: (208) 538-5170

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE:

11-17-04

SIGNATURE:

Bd Foster

Please print your name:

Boyd Foster / Foster Co.

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

PROFILED

RECEIVED

DEC 08 2004

Department of Water Resources
Eastern Region

SCANNED

DEC 22 2004

Water Right No(s).

A2502125A



GPS DATA:

Tag # A0013811 Location: Discharge Pipe

Well Data:

MOTOR

Make: U.S. Model: _____ Hp: 125
SN: N20 R1271

PUMP

Make: _____ Model: Submersible Disch: 10"
SN: _____

NOTES:

2 Claims With This Well. A2502125A
+ A2502012 GPS # 2683526 - 1381552
photo # 8 TAKE in NE Direction

Field Exam Date: 8-26-04 Agent: Nick Olson

PROFILED

SCANNED
OCT 20 2004

SCANNED

JUL 27 2001

Log for claim 25-02125A

Spatial Dynamics CAT

11/30/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03n40e	11	NWNW	35	35	
03n40e	11	SWNW	34	35	
03n40e	11	NWSW	40	40	
03n40e	11	SWSW	40	40	
03n40e	11	SESW	2	4.5	
03n40e	14	NWNW	35	35	
Totals:			186	189.5	

AJ5809NP
No. A25-02125A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/24/00
PAGE: 84

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JAMES R LOVELL	01/29/1957	IRRIGATION	04-01 11-01	2.610 CFS	
C	HOPE LOVELL					
C	MARK D LOVELL					
	PO BOX 295			TOTAL DIVERSION:	2.610 CFS	
	RIRIE ID 83443			CONSUMPTIVE USE:		465.00 AFA
	(208) 538-7835					

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:	T03N R40E S10	SENE	BONNEVILLE County
	S11	NWNWNW	BONNEVILLE County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE																				
NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SENE		NESW		NWSW		SWSW		SESW		NESE		NWSE		SWSE		SESE		
T	R	S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	: SUM	
03N	40E	11	:							35		34	:								40		40		02	:					151.0	
03N	40E	14	:							35			:												:						35.0	
																												TOTAL ACRES	186.0			

POU County: BONNEVILLE

Non-Irrigation Uses: NONE

Other Rights: A25-07012.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A25-02137 A25-07012

Other Water Rights Listing Overlapping Place(s) of Use:
A25-02105A A25-02124A A25-07012

Remarks: GEN THIS CLAIM IS FOR 99% OF LICENSE 25-02125.
OWNERSHIP CHANGED PER REQUEST/JC/3-2-00

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 03/26/91 FRITSCHL 03/29/95 POST-STD 03/02/00 JCRABTRE



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

September 12, 2000

FOSTER COMPANY
PO BOX 308
RIGBY ID 83442

RE: CHANGE IN OWNERSHIP FOR A25-02137, A25-02125A,
A25-07012

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

RECEIVED

JUN 15 2000

Department of Water Resources
Eastern Region

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

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): A25-02137; A25-02125A; and A25-07012
 Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant James R. & Hope Lovell; and
Mark D. & Vickie Lovell
4. New Owner/Claimant(s) Foster Company
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address P. O. Box 308
 City, State and ZIP Code Rigby, Idaho 83442
 New Telephone Number (208) 538-5170
5. Date you acquired the property 5/8/2000
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s) Foster Co. [Signature]
[Signature]
 Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 8th day of ~~April~~ ^{May}, 2000, by and between JAMES R. LOVELL and HOPE LOVELL, husband and wife, and MARK D. LOVELL and VICKIE LOVELL, husband and wife, of 15446 Ririe Highway, Ririe, Jefferson County, Idaho, hereinafter referred to as SELLERS, and THE FOSTER COMPANY, an Idaho general partnership comprised of BRADLEY FOSTER and BOYD FOSTER of P.O. Box 308, Rigby, Jefferson County, Idaho, hereinafter referred to as PURCHASER.

WITNESSETH:

1. CONSIDERATION AND PROPERTY DESCRIPTION: For and in consideration of the sum of Seven Hundred Eighty-nine Thousand Two Hundred Eighty Dollars (\$789,280), lawful money of the United States of America, to be paid by the PURCHASER as is hereinafter provided; the SELLERS agree to sell and convey, and the PURCHASER agrees to purchase all that certain lot, piece and parcel of land, situate, lying and being in Bonneville County, Idaho described as follows, to wit:

(a) See Exhibit A attached hereto and by this reference, made a part hereof, together with the access easement described as Tract 8 on Exhibit A which easement shall terminate when the cellar located at the north of said easement is no longer used, and such cellar shall not be rebuilt or replaced.

(b) The following water rights: A25-07012; A25-02125A; A25-02137. The profile report of those rights as set forth in the Snake River Basin Adjudication are attached hereto, consisting of three pages marked Exhibit B.

(c) Improvements on the described premises including mainlines, the linear irrigation system, pivot irrigation system, six metal granaries, quonset, potato storage, labor house, and fertilizer shop.

Subject to all existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

2. PURCHASE PRICE - INTEREST - ACCELERATION: The purchase price is determined as follows:

(a) 325.2 acres (farmable) at \$2400 per acre =	\$ 780,480.00	
11 acres (corners) at \$800 per acre =	<u>8,800.00</u>	
TOTAL:		\$ 789,280.00
LESS:		
Shop	\$ 25,000.00	
Balance on linear	41,019.00	
Balance on Farm Credit Note	<u>538,948.87</u>	
TOTAL:		<u>\$ 604,967.87</u>
BALANCE DUE:		\$ 184,312.13

As set forth above, as part of the purchase price PURCHASER hereby assumes and agrees to pay the balance on the linear system to Farm Credit Leasing Company in the amount of \$41,019 as of February 1, 1999, together with interest thereon from that date. In addition, PURCHASER hereby assumes and agrees to pay the balance due on the Farm Credit Note in the amount of \$538,948.87 as of January 1, 1999, together with interest thereon from that date. The payment due by SELLERS on July 1, 1998 was not made until November 30, 1998 and there was accrued interest on the unpaid balance of \$551,727.11 between July 1, 1998 and November 30, 1998 of \$21,998.04. Payment made on that date reduced the principal to \$538,948.87 and interest thereon on that amount from November 30, 1998 to January 1, 1999 is \$4,325.62. The total interest accrued between July 1, 1998 and January 1, 1999 is therefore \$26,323.66, which was the obligation of SELLERS.

However, PURCHASER made the payment due July 1, 1999 in the principal amount of \$14,914.19, together with interest in the amount of \$49,669.67, which included the \$26,323.66 described above, for a total payment of \$64,583.86, plus a late fee of \$789.60. Although PURCHASER made that payment, which included the interest from July 1, 1998 to December 31, 1998, they have agreed to simply take a credit in the amount of \$26,323.66 against the unpaid balance of the purchase price.

In connection with assumption of the balance due on the Farm Credit Note, PURCHASER also agrees to purchase SELLERS' stock in Farm Credit, in the amount of \$1,000, and SELLERS agree to assign and transfer said stock to PURCHASER on closing hereof. The \$1,000 shall be added in the purchase price.

In connection with the balance on the linear system in favor of Farm Credit Leasing Company, there are three (3) more lease payments of \$13,673 each for a total \$41,019, and that fulfills the terms of the lease. However, in order to acquire title to the linear, there is an additional residual payment of \$6,000. PURCHASER understand that and agree to pay it at the conclusion of the lease.

(b) The balance of the purchase price, \$158,988.47 ($\$184,312.13 - \$26,323.66 + \$1,000 = \$158,988.47$) will be paid in five equal annual payments in the amount of \$40,075 each, with the first such payment due at closing and each succeeding payment due on February 1 of each succeeding year for a total of five annual payments. Interest shall accrue on the unpaid balance at eight percent per annum commencing January 1, 1999.

PURCHASER will execute a Promissory Note in favor of SELLERS containing these terms.

(c) The last payment may need to be larger or smaller because of interest accumulation, but whatever the amount, the Contract balance shall be paid in full with the fifth payment.

(d) PURCHASER may prepay all or any portion of the balance owed without prior consent of SELLERS.

(e) If payments are not paid in the manner and at the time or times as above stated, the entire unpaid balance, both principal and interest, will become immediately due and collectible at the option of SELLERS. Failure of the SELLERS to accelerate upon default shall not constitute a waiver of such right in the event of a subsequent default.

3. FALSE REPRESENTATIONS AND WARRANTIES: It is mutually understood and agreed that the property being sold under the terms of this Contract has been inspected by the PURCHASER and that the same is being purchased by PURCHASER wholly as the result of said inspection and not upon any representation made by the SELLERS, their agents, and/or attorneys, and the PURCHASER hereby waives any and all claims for damages by reason of any cancellation or foreclosure of this agreement, or otherwise, because of any representation made by any person, whomsoever, other than as is contained in this agreement.

Said property is purchased in its "AS IS" condition, including the improvements and irrigation systems thereon.

4. TRUTH-IN-LENDING -- UNIFORM CONSUMER CREDIT CODE: It is hereby disclosed by the SELLERS on this date, and acknowledged by the PURCHASER, that the SELLERS are not persons who, in the ordinary course of business regularly extend, or arrange for the extension of consumer credit of this kind, or offer to extend or arrange for the extension of such credit, and said SELLERS do not regularly engage as SELLERS in credit transactions of the kind included within this agreement, and are, consequently, exempt from the provisions of the Federal Truth-in-Lending Act and/or the Uniform Consumer Credit Code of the State of Idaho.

5. POSSESSION: PURCHASER has been in possession of the property and are currently farming the same. They shall be entitled to remain in possession so long as they are not in default under the terms of this agreement.

6. TAXES AND ASSESSMENTS: SELLERS agree to assume and pay all taxes and assessments for 1998 and theretofore; PURCHASER shall assume and pay all taxes and assessments for the year 1999 and thereafter.

7. ESCROW: It is mutually understood and agreed that the following documents shall be placed in escrow with the Bonneville Land and Title Company, at Idaho Falls, Idaho:

1. Executed Original Contract of Sale.
2. Executed Original Warranty Deed.
3. Executed Original Quitclaim Deed.

All payments required to pay the \$158,988.47 due SELLERS shall be made directly to the escrow holder commencing with the payment due February 1, 2000. Payments due Farm Credit Services and Farm Credit Leasing shall be made directly to them. The escrow fee shall be shared equally between the SELLERS and the PURCHASER.

In the event PURCHASER is delinquent in the obligations it is assuming hereunder, SELLERS may direct the escrow holder that payments be made by the escrow holder on the underlying obligations for and in behalf of PURCHASER.

8. WARRANTY DEED AND TITLE INSURANCE: It is mutually understood and agreed by and between the parties hereto that upon full payment of that portion of the purchase price going to SELLERS, \$158,988.47, SELLERS shall furnish a Warranty Deed, and shall convey a good and marketable title, free and clear of any and all liens, encumbrances, taxes or assessments of whatsoever nature, except those liens, encumbrances, taxes or assessments which, by the terms of this contract the PURCHASER has specifically agreed to assume and pay, or which it creates. Also subject to easements and rights-of-way for highways, roads, ditches, canals, pole, power and transmission lines as they may exist, and any other easements or claims of easements, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises, and subject to the usual printed exceptions contained in the title policies currently being issued.

SELLERS agree to furnish title insurance indicating title in that condition on execution hereof.

9. CLOSING: The parties agree they shall close this transaction on or before March 15, 2000, or sooner once the assumption and release documents are ready. Prior to closing, PURCHASER agrees to pursue the assumption of the Farm Credit Note (including the release of the SELLERS and any guarantors from personal liability and the release of the Sermon place, Mark Lovell's home and the Jones acre as collateral) and the assumption of the Farm Credit Leasing Company lease (including the release of the SELLERS). SELLERS agree to cooperate in this process.

If any of the assumptions or releases are not authorized by the lender, then the parties shall negotiate in good faith to make such adjustments as may be appropriate to protect their respective interests, including perhaps the pursuit of a commitment by Farm Credit Services to release the SELLERS once PURCHASERS have paid SELLERS in full under this Contract.

If prior to closing the revised title commitment reveals any title issues of concern to either party, then the parties will cooperate to eliminate or alleviate any such concerns and shall negotiate in good faith to make such adjustments as may be appropriate.

In connection with closing, the parties will also confirm in a separate writing their agreement regarding the Sermon place, such agreement to include the obligation on PURCHASER's part to lease the Sermon place at an agreed upon price (with such payments to be made no later than November 15 of each year) until the Sermon place is sold at a price no less than \$1,800 per acre. If this agreement is not finalized by closing, then the parties agree that they will honor the agreement in principle and pursue a written agreement.

Also in connection with closing, the parties will also confirm in a separate writing their agreement regarding the sharing of a well located on Mark and Vickie Lovell's property, but which services a home and buildings located on the property being purchased by PURCHASERS. Such agreement shall provide that such well may be used by PURCHASERS on a temporary basis but that PURCHASERS will eventually drill a new well so that Lovell's well will no longer be supplying water to any buildings on the property being purchased. Such agreement shall also provide for

expense and repair sharing. If this agreement is not finalized by closing, then the parties agree that they will honor the agreement in principle and pursue a written agreement.

(a) SELLERS shall produce at the closing:

1. A Warranty Deed conveying clear and marketable title.
2. Duplicate originals of the Note and Mortgage in favor of Farm Credit Services being assumed hereunder by PURCHASER.
3. Duplicate originals of the contract for the linear irrigation system being assumed hereunder by PURCHASER.
4. Execution of notice to the Idaho Department of Water Resources of the transfer of the water right.
5. An assignment of the Farm Credit stock.
6. The funds to pay one-half of the closing costs.

(b) PURCHASER shall have at the closing:

1. An assumption agreement (one or more agreements or releases) assuming the Farm Credit Service Note and Mortgage, releasing the SELLERS from liability thereunder, and releasing the Sermon place, Mark Lovell's home, and the Jones acre as collateral (or such other assumption agreement and releases as the parties may determine).
2. An assumption agreement assuming the linear irrigation system obligation and releasing the SELLERS from liability thereunder.
3. The Promissory Note referred to in 2(b).
4. A Quitclaim Deed.

10. WASTE: It is hereby agreed that during the term of this Contract, the PURCHASER, shall maintain the property in as good a condition as the property is at the date of this Contract of Sale, keep said property clean and free from noxious weeds, care for and keep said property clean and free from noxious weeds, care for and keep said property in a good an neat appearance, and protect the collateral position of the SELLERS herein.

11. LAWS AND ORDINANCES: PURCHASER covenants and agrees they will at all times manage and conduct said premises in all respects in accordance with the laws and ordinances of the

governmental authorities having jurisdiction over the premises; and shall not carry on or conduct, permit to be carried on, or conducted upon the said premises, or any part thereof, any unlawful business or activity.

12. ADVANCES BY SELLERS: In the event PURCHASER shall fail to make any payment or to do any act as herein provided, then SELLERS, without obligation so to do and upon ten (10) days notice to PURCHASER, and without releasing PURCHASER from any obligation hereof, may make, or do the same in such manner and to such extent as SELLERS may deem necessary to protect SELLERS security under the terms of this Contract of Sale. In the event of such failure by PURCHASER as described above, SELLERS do hereby authorized to appear and defend any action or proceeding purporting to affect the security of the Contract of Sale, or the rights and powers of SELLERS hereunder, and to pay, purchase, contest or compromise any encumbrances, charge or lien which appears to be prior to superior hereto. Any such payment made by SELLERS shall immediately become amounts due and payable from PURCHASER to SELLERS and shall carry interest at the rate of fifteen percent (15%) per annum, and the failure of PURCHASER to immediately pay SELLERS the full amount of any sums so expended, together with accrued interest, shall constitute a default under the terms of this agreement. In the event SELLERS elect to make any such payments in order to protect the security under the terms of this Contract, SELLERS nevertheless shall not have waived PURCHASER default nor shall SELLERS be deemed to have made an election of remedies and SELLERS shall be entitled to act on such default as provided in this Contract of Sale.

13. DEFAULT: This agreement is made upon the express condition that time and punctuality of payment are of the essence and a material part of this Contract. In the event PURCHASER shall default in the performance of the terms of this agreement, SELLERS may cause notice in writing to be given to PURCHASER specifying the matters in which such default occurred. The notice shall be served upon PURCHASER by depositing the same in a United States Post Office, addressed to the PURCHASER at Box 308, Rigby, ID 83442. Said notice shall be sent by certified and/or registered mail, return receipt requested, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If PURCHASER shall fail to cure such default within sixty (60) days after the service of such notice as aforesaid, then SELLERS may elect to do any one or more of the following:

(a) Declare the entire unpaid balance on the Contract, including principal, interest, taxes, assessments, attorney's fees, and any other sums owing SELLERS to be immediately due and owing.

(b) Bring an action for specific performance of the terms, covenants and conditions of this agreement, and to require and enforce full and complete performance by PURCHASER of said terms, covenants and conditions.

(c) Rescind this Contract and recover full and complete restitution from PURCHASER.

(d) Affirm this Contract and bring an action for breach of contract against PURCHASER or the collection of all obligations of PURCHASER under the terms of this Contract and all other damages suffered by SELLERS as a result of the default and breach by PURCHASER.

(e) Bring suit to establish the balance owing hereunder as a debt due by PURCHASER to SELLERS and to foreclose this Contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment. No notice to PURCHASER of the election to pursue this remedy is required prior to suit.

(f) Declare this Contract to be terminated due to said default. In that event, this Contract shall be immediately terminated and PURCHASER shall forfeit all rights to said premises, and all payments made hereon shall be retained by SELLERS as liquidated damages for breach of this Contract. In that event, PURCHASER agrees to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property and shall be retained as liquidated damages.

(h) Bring an action against PURCHASER for strict foreclosure of this Contract of Sale.

(I) Notwithstanding anything herein to the contrary in the above provisions, when SELLERS have been paid the \$158,988.47 as per paragraph 2(b), and released from the underlying debt obligation, they shall have no further rights against PURCHASER for a default by PURCHASER on the underlying obligation unless the other party on the underlying obligation seeks a personal money judgment against one or more of the SELLERS. If that occurs, SELLERS shall be reinstated with all of their rights and remedies after this contract. However, if the only relief sought is foreclosure of the property subject to this contract, and no personal money judgment sought against SELLERS, they may not pursue any relief hereunder against PURCHASER.

RELIEF UNDER ANY AND ALL REMEDIES:

(j) No matter which one or more of the above remedies SELLERS pursue, they shall be entitled in addition to the relief described, attorney's fees and all costs including costs of title search which right shall survive forfeiture and/or termination of this Contract.

(k) To reclaim from the escrow holder all papers placed therein, including a Quitclaim Deed, from PURCHASER to SELLERS, which the parties agree shall be made a part of the escrow.

(l) The default period in this Contract and in the escrow agreement shall run concurrently.

14. COST TO PREPARE NOTICES: In the event it is necessary for SELLERS to cause any notice in writing to be given under the preceding paragraph, and following said notice the default is cured, PURCHASER nevertheless agrees to pay all attorney's fees incurred by SELLERS leading to the sending of the notice, and the preparation thereof, in an amount of not less than \$250. It is agreed the default will not be fully cured until said fees are paid.

15. ASSIGNMENT OR SALE OF CONTRACT: No assignment or sale of this Contract, or interest therein, or in the property described herein, shall be made without the written consent of the SELLERS, provided such consent shall not unreasonably be withheld.

16. HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES: All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

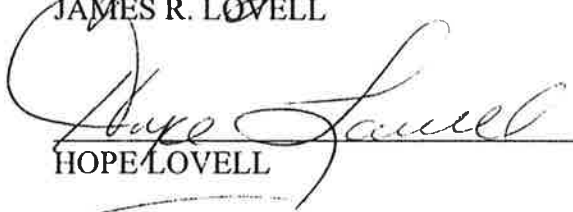
17. FULL AGREEMENT: This agreement represents the complete and entire agreement between the parties. There are no oral agreements or representations. The obligations of the respective parties set forth herein shall survive the closing of this transaction, including those obligations regarding rental of the Sermon place.

18. ATTORNEY'S FEES: In the event it is necessary for either party to commence an action to enforce or defend any covenant contained herein, or to terminate any rights hereunder, or to institute suit hereunder, the unsuccessful party agrees to pay all reasonable attorney's fees of the successful party, together with all costs, including searching records to determine condition of title, which sum shall be included in any judgment or decree entered in such suit.

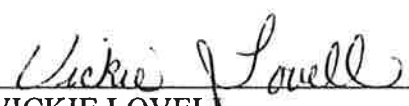
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in the acknowledgments hereinafter set forth.

SELLERS:


JAMES R. LOVELL

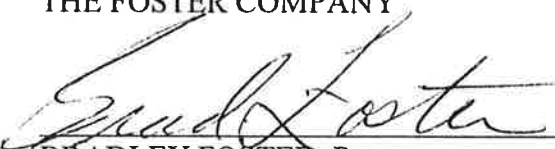

HOPE LOVELL

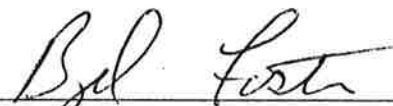

MARK D. LOVELL


VICKIE LOVELL

PURCHASER:

THE FOSTER COMPANY


BRADLEY FOSTER, Partner


BOYD FOSTER, Partner

STATE OF IDAHO)

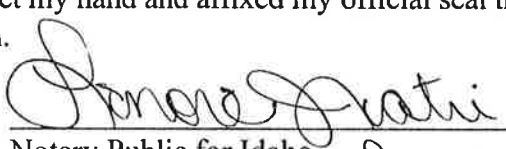
County of )
Jefferson

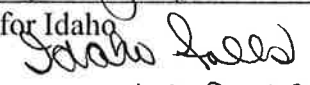
On this 8th day of May, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared JAMES R. LOVELL and HOPE LOVELL, husband and wife, known to me to be the persons whose names are subscribed to the foregoing, and acknowledged to me that they executed the same.

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

(seal)

LENORE J. KATRI
NOTARY PUBLIC
STATE OF IDAHO


Notary Public for Idaho

Residing at: 

Commission Expires: 1/28/2003

STATE OF IDAHO)

County of ^{Bonneville} Jefferson

On this 8th day of ^{May} April, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared MARK D. LOVELL and VICKIE LOVELL, husband and wife, known to me to be the persons whose names are subscribed to the foregoing, 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 acknowledgment first above written.

LENORE J. KATRI
NOTARY PUBLIC
STATE OF IDAHO

(seal)

Lenore J. Katri
Notary Public for Idaho
Residing at: Idaho Falls
Commission Expires:

STATE OF IDAHO)

County of ^{Bonneville} Jefferson

On this 12th day of ^{June} April, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared BRADLEY FOSTER and BOYD FOSTER, partners of THE FOSTER COMPANY, known to me to be the persons whose name is subscribed to the foregoing, and acknowledged to me that they executed the same on behalf of THE FOSTER COMPANY.

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

LENORE J. KATRI
NOTARY PUBLIC
STATE OF IDAHO

(seal)

Lenore J. Katri
Notary Public for Idaho
Residing at: Idaho Falls
Commission Expires: 1/28/2003

TRACT 1:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Section 10: NE1/4.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. Beginning at the North Quarter Corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, thence South 350 feet; thence East 225 feet; thence North 350 feet; thence West 225 feet to the point of beginning.
- b. Beginning at a point that is East 225.0 feet from the North Quarter Corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, and running thence East 100.0 feet; thence South 350.0 feet; thence West 100.0 feet; thence North 350.0 feet to the point of beginning.
- c. That certain property conveyed to the State of Idaho by and through the Idaho Board of Highway Directors for roadway purposes by that certain Warranty Deed recorded as Instrument No. 384257 on April 16, 1968, records of Bonneville County, Idaho.

TRACT 2:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

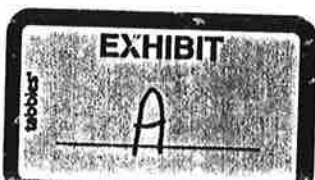
Section 11: W1/2 W1/2.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. The East 33 feet of the North 1353 feet of the West Half of the Northwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.
- b. The North 660 feet of the East 130 feet of the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.
- c. Beginning at point in the Northeast Corner of the West Half of the West Half (W1/2 W1/2) of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, which is at the center of U.S. Highway 26 and at the center of Birch Creek where it traverses U.S. Highway No. 26; thence South 200 feet; thence West 240 feet; thence North 200 feet; thence East 240 feet to the point of beginning.
- d. Beginning at a point that is N89°48'00"E along the Section line 1098.48 feet and S00°12'00"E 1955.58 feet from the Northwest Corner of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, running thence N00°12'00"W 597.40 feet; thence N89°48'00"E 216.00 feet, more or less, to the Westerly right-of-way line of West Birch Creek Road; thence Southerly along said right-of-way line to a point that bears N89°48'00"E from the point of beginning; thence S89°48'00"W 221.00 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. Any portion of the above described property that lies East of the East line of the West Half of the West Half of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.



- e. Beginning at a point that is N89°48'00"E along the Section line 3.48 feet and S00°12'00"E 240.66 feet from the Northwest Corner of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, said point of beginning being on the South line of the property described in Instrument No. 814280 as recorded in Bonneville County, Idaho; running thence S00°12'00"E 210.45 feet; thence N89°48'00"E 227.83 feet; thence N00°12'00"W 210.45 feet; thence S89°48'00"W 227.83 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. Any portion of the above described property that lies East of the East line of the West Half of the West Half of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.
- f. That certain property conveyed to the State of Idaho, by and through the Idaho Board of Highway Directors for roadway purposes by that certain Warranty Deed recorded as Instrument No. 384256 on April 16, 1968, records of Bonneville County, Idaho.

TRACT 3:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Section 14: NW1/4 NW1/4.

TRACT 4:

The North 660 feet of the East 130 feet of the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

TRACT 5:

The West 120 feet of the Southeast Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. Beginning at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, thence South 720 feet; thence East 120 feet; thence North 720 feet, more or less, to the North line of the Southeast Quarter of the Southwest Quarter of said Section (said point is also directly East of the point of beginning); thence West 120 feet, more or less, to the point of beginning.
- b. A tract of land 25 feet square lying in the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, and being more particularly described as follows: Beginning at a point in the centerline of the County Road, said point lying S86°57'41"E 1415.08 feet from the Southwest Corner of said Section 11; thence N3°02'09"E along the centerline of said County Road 96.56 feet; thence N87°43'11"W 98.40 feet; thence N2°51'05"E 122.32 feet; thence N22°52'33"E 80.18 feet; thence North 12.5 feet to the TRUE POINT OF BEGINNING; thence East 12.5 feet; thence South 25 feet; thence West 25 feet; thence North 25 feet; thence East 12.5 feet to the true point of beginning.
- c. That certain property conveyed to Bonneville County for roadway purposes by that certain

Quitclaim Deed recorded as Instrument No. 767585 on May 23, 1989, records of Bonneville County, Idaho.

TRACT 6:

The East 33 feet of the North 1353 feet of the West Half of the Northwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- BE \$460.90 LL REC. [Signature] V.L.*
- a. The East 33 feet of the North ~~1353~~^{250/45} feet of the West Half of the Northwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

TRACT 7:

Beginning at a point that is N89°48'00"E along the Section line 1098.48 feet and S00°12'00"E 40.66 feet from the Northwest Corner of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, running thence S00°12'00"E 200.00 feet; thence S89°48'00"W 12.18 feet; thence N00°12'00"W 200.00 feet; thence N89°48'00"E 12.18 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. That certain property conveyed to the State of Idaho for roadway purposes by that certain Warranty Deed recorded as Instrument No. 384256 on April 16, 1968, at 2:10 p.m., records of Bonneville County, Idaho.

TRACT 8:

An access easement described as follows:

Beginning at the Northwest Corner of Section 11, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, running thence N89°48'00"E along the Section line 1098.48 feet; thence S00°12'00"E 1358.18 feet; thence N89°48'00"E 179.20 feet; thence S00°47'56"E 138.60 feet to the TRUE POINT OF BEGINNING; thence N00°47'56"W 138.60 feet; thence S89°48'00"W 25.00 feet; thence S00°47'56"E 597.43 feet; thence N89°48'00"E 25.00 feet; thence N00°47'56"W 428.83 feet; thence N89°54'33"E 35.00 feet, more or less, to the Westerly right-of-way line of West Birch Creek Road; thence Northerly along said Westerly right-of-way line 30.00 feet, more or less, to a point that bears N89°49'53"E from the point of beginning; thence S89°49'53"W 35 feet, more or less, to the TRUE POINT OF BEGINNING.



Portion: NE4 Section: 10 Township: 3N North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Scale: 800 feet = 1 inch, Whole Section
400 feet = 1 inch, Quarter Section
200 feet = 1 inch, Quarter Quarter Section

TRACT 1: ☐

This plat is made solely for the purpose of assisting in locating said land. The Company Assumes no liability for variations found, if any, with an actual survey.

Bonneville Land & Title Co.

497 N. Capital Ave • P.O. Box 51690 • Idaho Falls, ID 83405-1690 • (208) 524-6600



Portion: _____ Section: 11 Township: 3N North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Scale: X 800 feet = 1 inch, Whole Section
 _____ 400 feet = 1 inch, Quarter Section
 _____ 200 feet = 1 inch, Quarter Quarter Section

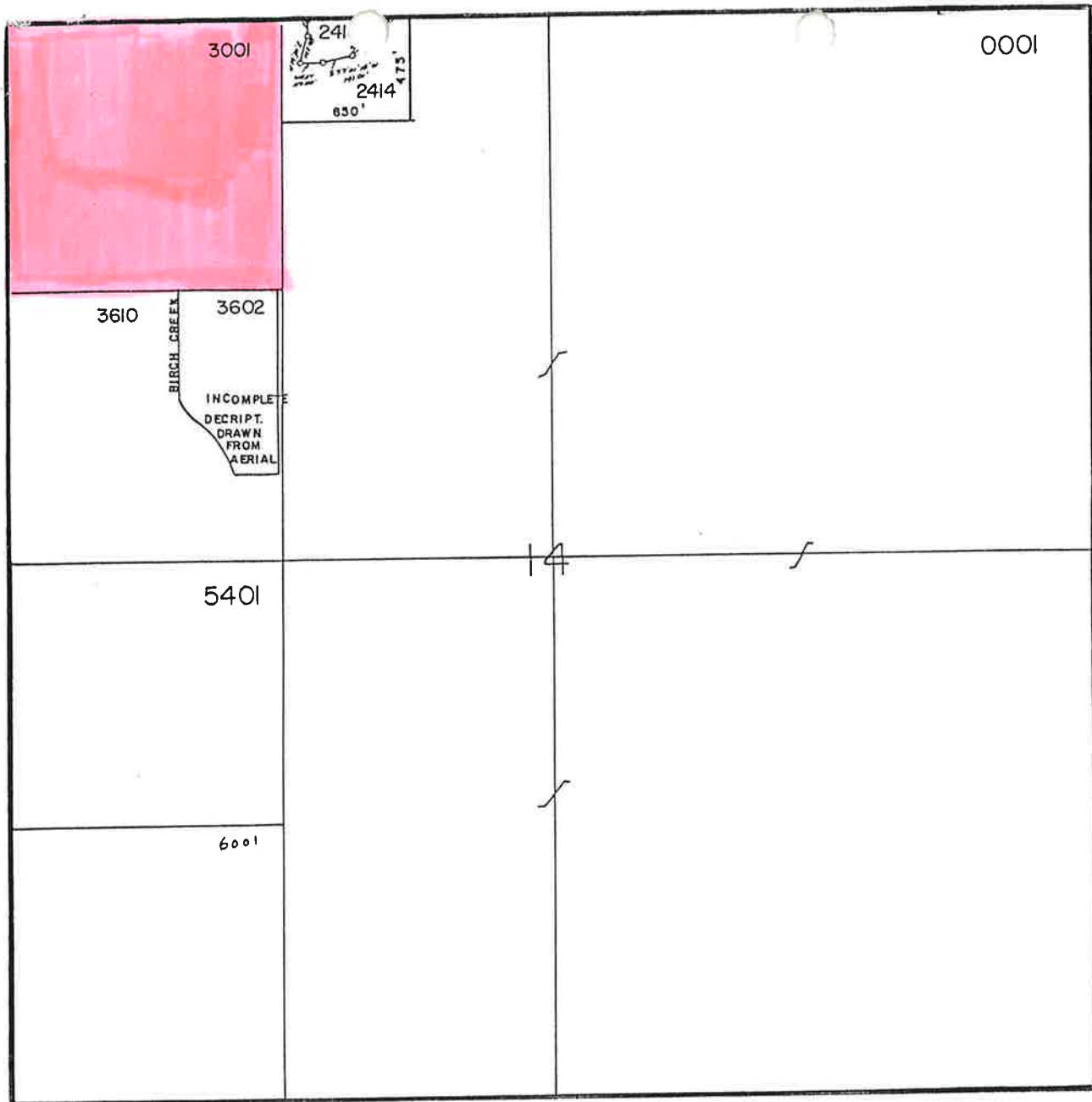
TRACT 2: 
 TRACT 4: 
 TRACT 5: 

This plat is made solely for the purpose of assisting in locating said land. The Company Assumes no liability for variations found, if any, with an actual survey.

TRACT 6: 
 TRACT 7: 
 TRACT 8: 

Bonneville Land & Title Co.

497 N. Capital Ave • P.O. Box 31690 • Idaho Falls, ID 83405-1690 • (208) 524-6600



Portion: _____ Section: 14 Township: 3N North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Scale: X 800 feet = 1 inch, Whole Section
 _____ 400 feet = 1 inch, Quarter Section
 _____ 200 feet = 1 inch, Quarter Quarter Section

TRACT 3:

This plat is made solely for the purpose of assisting in locating said land. The Company Assumes no liability for variations found, if any, with an actual survey.

Bonneville Land & Title Co.

497 N. Capital Ave • P.O. Box 51690 • Idaho Falls, ID 83405-1690 • (208) 524-6600



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

March 2, 2000

JAMES R LOVELL
PO BOX 295
RIRIE ID 83443

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A25-02125A,
A25-02137, A25-07012

Dear Mr. Lovell:

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

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

Please keep this report for your records.

Respectfully yours,

Jennifer Crabtree
Technical Records Specialist

Enclosure

CC: HOPE LOVELL
MARK D LOVELL

DELOG
DC/3-2-00
3/2000
RECEIVED
MAR 02 2000
Department of Water Resources
Eastern Region

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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): (A25-02137, A25-02125A, A25-07012)
 * Adjudication Claim No(s): Above are the claim #s.

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

- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 AND
 B. PLAT OF PROPERTY or SURVEY MAP showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
 OR
 C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

* 3. Name and Address of Former Owner/Claimant Amle Landon
12444 N. 175E, Ririe ID
 * 4. New Owner/Claimant(s) James R. Lovell, Hope Lovell, Mark D. Lovell
 Name Connector (Check one): ☒ and, ☐ or, ☒ and/or
 New Mailing Address PO Box 295
 City, State and ZIP Code Ririe, ID, 83443
 New Telephone Number (208) 538-7835
 * 5. Date you acquired the property March 7, 1990

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

* 7. Signature of New Owner(s) or Claimant(s) [Signature]

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

SCANNED

JUL 27 2001

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 25-02125A
Date Received: 7/20/89
Receipt No:
Received By:

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

1. Name of Claimant(s)

FOSTER COMPANY Phone: (208)538-5170

PO BOX 308
RIGBY ID 83442

2. Date of Priority: 01/29/1957

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
03N	40E	11	NW NW NW	BONNEVILLE
03N	40E	10	SE NE NE	BONNEVILLE

5. Description of diverting works:

2 WELLS/PUMPS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	2.61	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03N	40E	11	NW	NW	IRRIGATION	35
			SW	NW	IRRIGATION	34
			NW	SW	IRRIGATION	40
			SW	SW	IRRIGATION	40
			SE	SW	IRRIGATION	2
					Section Acres	151
03N	40E	14	NW	NW	IRRIGATION	35
					Section Acres	35
					Total Acres	186

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS FOR 99% OF LICENSE 25-02125
 OWNERSHIP CHANGED PER REQUEST/JC/3-2-00
 CHANGED OWNERSHIP PER REQUEST/CV/09-12-00

15. Basis of Claim: License

WARRANTY DEED

THIS INDENTURE, Made this 12 day of March, 1990
between Amle L. Landon and Barbara Landon
of Idaho
referred to as the Grantor, and Keith P. Byington and Betty Byington
of Ririe, State of Idaho, referred to as the Grantee.

WITNESSETH, For and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable considerations, Grantor has granted, bargained, sold, and by these presents, does hereby grant, bargain, sell, convey and confirm unto the said Grantee and Grantee's heirs and assigns forever, all of the following described real estate situated in the State of Idaho, to wit:

See attached Exhibit A

Subject to all existing easements of or claims of easements, patent reservations, rights of way, reservations in deeds and zoning ordinances.

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

Grantor shall, and by these presents, does hereby warrant and agree to forever defend the Grantee, his successors and assigns, in the quiet and peaceable possession of said premises and from and against all and every person lawfully claiming an interest therein.

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

IN WITNESS WHEREOF, the Grantor hereunto has set his hand and seal the day and year first above written.

Amle Landon
Barbara Landon

State of Idaho } ss.
County of Bonneville
On this 12 day of March, 1990
before me the undersigned, a Notary Public in and for said State, personally appeared Amle Landon & Barbara Landon, known to me to be the person(s) whose name(s) 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 first above written.
Ralph Lee
Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho.
Seal My Comm Exp 5/13/94

RECORDING DATA

Bonneville Land & Title Co.

470 B Street • P.O. Box 1156 • Idaho Falls, ID 83402-1156 • (208) 524-6600

FARM CREDIT BANK MORTGAGE

IN WITNESS WHEREOF, I, the undersigned, Clerk of the Court, do hereby certify that on March 07, 1990

James R. Lovell and Hope Lovell, husband and wife; Rendon D. Lovell
and Maralyn L. Lovell, husband and wife;
whose mailing address is: P.O. Box 295, Ririe, ID 83443;

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to FARM CREDIT BANK OF SPOKANE, a corporation,
whose address is West 601 First Avenue, TAF-C5, Spokane, Washington 99220-4005, hereinafter called the Mortgagee, the following described
real estate in the County(ies) of Bonneville
State of Idaho

The description of real property covered by this mortgage consists of 2 page(s)
marked Exhibit "A", which is attached hereto and is by reference made a part hereof.

COPY

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by Mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to Mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the Mortgagors to the order of the Mortgagee, of even date herewith, for the principal sum of \$615,000.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of July, 2015.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

To pay all debts and money secured hereby when due.

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolition of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the Mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the Mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the Mortgagee, with a loss payable clause in favor of and satisfactory to the Mortgagee. The Mortgagee shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the Mortgagee upon the indebtedness hereby secured in such manner as it may elect.

If any of the mortgaged property shall be taken under right of eminent domain, the Mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the Mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the Mortgagee in so doing, together with interest and costs, shall be immediately repayable by the Mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for in the note hereby secured.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said Mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the Mortgagee, become immediately due without notice, and this Mortgage may be foreclosed; but the failure of the Mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit or bankruptcy proceeding which the Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the Mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit or proceeding, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the Mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the Mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the Mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to the terms, conditions and provisions thereof applicable to Farm Credit Bank loans.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The mortgagors appearing on the first page hereof as Rendon D. Lovell and Maralyn L. Lovell are the same persons as Rendon Lovell and Maralyn Lovell, respectively.

The promissory note described above, which is secured by this Mortgage, provides for indexing and adjustment of the interest rate, payment terms and balance due on the obligation. A Rider summarizing the terms and provisions of said Note is attached hereto as Exhibit "1" and by reference at this place incorporates the terms thereof.

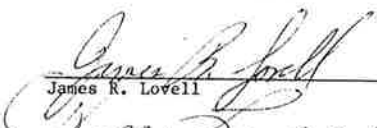
Each Mortgagor agrees to provide to the Mortgagee annually, within 90 days of the end of each Mortgagor's fiscal year, in a form prescribed by or acceptable to the Mortgagee, a current balance sheet and a current income and expense statement certified by Mortgagor to be complete and accurate.

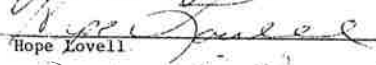
The obligations secured by this Mortgage are personal to the Mortgagor(s) and are not assignable by the Mortgagor(s). When making the loan secured by this Mortgage, the Mortgagee relied upon the credit of the Mortgagor(s), the interest of the Mortgagor(s) in the premises, and the financial market conditions then existing. In the event of any transfer, sale or conveyance, or contract to transfer, sell or convey the title to all or any part of the premises, or of all or any part of the stock or ownership interest in any corporation, partnership, or other entity owning all or any part of the premises, whether voluntary, involuntary or by operation of law, without Mortgagee's prior written consent, Mortgagee may declare the entire balance then remaining unpaid on all the obligations secured by this Mortgage immediately due and payable.

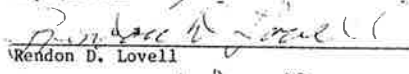
It is agreed that this Mortgage, without affecting its validity as a real estate Mortgage, is also executed and shall be construed as a Security Agreement and Financing Statement under the Idaho Uniform Commercial Code, granting to Mortgagee a security interest in personal property collateral described herein, including but not limited to equipment, fixtures or goods which are or are to become fixtures, timber, and consumer goods. In addition to the rights and remedies provided herein, Mortgagee shall have all the rights and remedies granted by such Code; and reasonable notice, when notice is requested, shall be five (5) days.

For the purpose of a Financing Statement covering personal property collateral described herein, the debtor(s) are the Mortgagor(s), the secured party is the Mortgagee, the address of the secured party from which information concerning the security interest may be obtained is 1020 Land Bank Street, P.O. Box 50030, Idaho Falls, ID 83405 and the mailing address of the debtor(s) is P.O. Box 295, Ririe, ID 83443, .

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.


James R. Lovell


Hope Lovell


Rendon D. Lovell


Maralyn L. Lovell
MH

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 19____, before me personally appeared

James R. Lovell and Hope Lovell
to me known to be the person(s) described in and who executed the within
instrument, and acknowledged that he/she/they executed the same as
his/her/their free act and deed.

Notary Public for the State of _____
Residing at _____
My commission expires _____

STATE OF _____)
County of _____) ss.

FCB No. F-221269-8
031329 341 01

EXHIBIT I

FIXED RATE RIDER

THIS FIXED RATE RIDER is made this 7th day of March, 19 90, and is incorporated into and amends and supplements
that certain Mortgage dated March 7, 1990
for the purpose of providing notice of the terms and provisions of the obligations evidenced by that certain Note (the "Note") given by the
Borrower to Farm Credit Bank of Spokane ("Bank") or Bank's predecessor in merger, The Federal Land Bank of Spokane, dated
March 7, 1990 for the principal sum of Six Hundred Fifteen Thousand and no cents
Dollars (\$ 615,000.00). The terms of the Note provide that the interest
rate, payment terms or amounts due under the Note may be indexed, adjusted, renewed or renegotiated upon subsequent written agreement of
the parties.

FIXED INTEREST RATE

1. The Note provides for a fixed interest rate which shall remain in effect during the term of the Note unless changed to a default interest rate pursuant to the default provisions of the Note.
2. Payments under the Note shall be in annual installments.

COPY

TRACT I:

Township 3 North, Range 40 East of the Boise Meridian:

Section 10: NE1/4

LESS AND EXCEPTING THEREFROM a parcel of land being on the Southerly side of the center line of U.S. Highway No. 26, Project No. F-6501(5) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the NE1/2NE1/4 of Section 10, Township 3 North, Range 40 East of the Boise Meridian, described as follows, to wit:

Beginning at the North Quarter corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian; thence South 89°56'02" East along the North line of said Section 10, a distance of 2646.21 feet to the Northeast corner thereof; thence South 0°01'44" West along the East line of said Section 10, a distance of 18.64 feet to a point that bears South 1°10'14" West 75.0 feet from Station 919+41.90 of said U. S. Highway No. 26, Projection No. F-6501(5) Highway Survey; thence South 86°21'40" West 199.67 feet to a point in a line parallel with and 90.0 feet Southerly from the centerline and opposite Station 917+41.34 of said highway survey; thence North 89°49'56" West along said parallel line 2341.34 feet to a point opposite Station 894+00 of said Highway Survey; thence North 87°07'11" West 105.66 feet to a point in said West line of the NE1/2NE1/4 of said Section 10 and bears South 0°10'04" West 85.0 feet from Station 892+94.46 of said Highway Survey; thence North 0°09'59" West along said West line 22.20 feet to the Place of Beginning.

ALSO LESS AND EXCEPTING THEREFROM: Beginning at the North Quarter corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian, thence South 350 feet; thence East 225 feet; thence North 350 feet; thence West 225 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

TRACT II:

Township 3 North, Range 40 East of the Boise Meridian:

Section 11: W1/2W1/2.

LESS AND EXCEPTING THEREFROM: The East 2 rods of the North 82 rods of the W1/2NW1/4.

ALSO LESS AND EXCEPTING THEREFROM: The North 660 feet of the East 130 feet of the SW1/4SW1/4.

ALSO LESS AND EXCEPTING THEREFROM: A strip of land lying in the Southwest Quarter of Section 11, Township 3 North, Range 40 East of the Boise Meridian, said strip of land being 20 feet in width, being 10 feet wide on each side of a center line described as follows:

Commencing at a point in the center line of the County Road, said point lying South 86°57'41" East 1415.08 feet; from the Southwest corner of said Section 11; thence North 3°2'9" East along the center line of said County Road 96.56 feet; thence North 87°43'11" West 30 feet to a point in the Westerly line of said County Road, said point being the True Point of Beginning; thence North 87°43'11" West 68.40 feet; thence North 2°51'5" East 122.32 feet; thence North 22°52'33" East 80.18 feet to the point of terminus of the above described centerline.

INITIALS:

J.R.L., H.L., R.D.J., M.H.L.

WARRANTY DEED

THIS INDENTURE, Made this 12th day of March, 19 90
between Keith P. Byington and Betty M. Byington

of _____, State of _____
referred to as the Grantor, and James R. Lovell and Hope Lovell, P.O. Box 295, Ririe, ID.
and Rendon D. Lovell and Maralyn Lovell
of Ririe, State of Idaho, referred to as the Grantee.

WITNESSETH, For and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable considerations, Grantor has granted, bargained, sold, and by these presents, does hereby grant, bargain, sell, convey and confirm unto the said Grantee and Grantee's heirs and assigns forever, all of the following described real estate situated in the State of Idaho, to wit:

See Exhibit A

Subject to all existing easement or claims of easements, patent reservations, rights of way, reservations in deeds and zoning ordinances.

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

Grantor shall, and by these presents, does hereby warrant and agree to forever defend the Grantee, his successors and assigns, in the quiet and peaceable possession of said premises and from and against all and every person lawfully claiming an interest therein.

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

IN WITNESS WHEREOF, the Grantor hereunto has set his hand and seal the day and year first above written.

Keith P. Byington
Betty M. Byington

State of Idaho } ss.
County of Bonneville
On this 12 day of March, 19 90

before me the undersigned, a Notary Public in and for said State, personally appeared Keith P. Byington & Betty M. Byington, known to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Barry R. Hall
Notary Public for the State of Idaho,
Residing at Idaho Falls, Idaho.

Seal My Comm Exp 5/12/94

RECORDING DATA

Bonneville Land & Title Co.

470 B Street • P.O. Box 1156 • Idaho Falls, ID 83402-1156 • (208) 524-6600

ALSO LESS AND EXCEPTING THEREFROM: Beginning at a point in the Northeast corner of the W1/2W1/2 of Section 11, which is at the center of U.S. Highway 26 and at the center of Birch Creek where it traverses U.S. Highway 26, and thence South 200 feet; thence West 240 feet; thence North 200 feet; thence East 240 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

TRACT III:

Township 3 North, Range 40 East of the Boise Meridian:

Section 14: NW1/4NW1/4.

LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

TRACT IV:

Township 3 North, Range 39 East of the Boise Meridian:

Section 12: N1/2SW1/4.
SE1/4, less Railroad.

LESS AND EXCEPTING THEREFROM: Beginning at a point 32.52 feet North of the East Quarter corner of Section 12, Township 3 North, Range 39 East of the Boise Meridian, and running thence West 1312.33 feet to the railroad right of way; thence along said railroad right of way line South 57°53'15" West 564.35 feet; thence East 1790.33 feet; thence North 300 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: All that portion of the above described property lying in the S1/2NE1/4 of said Section 12.

ALSO LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

Together with 11,420 feet of sizes 6 inch through 10 inch steel mainline; 13.5 - size 4 inch diameter, 1,320 foot length handlines; 7.5 - size 4 inch diameter, 1,320 foot length wheellines; 1 - 10-tower Lockwood pivot, 1,320 feet; and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

INITIALS:

J.P.R. H.C. J.R.F. M.H.L.

TRACT 1:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho:

Section 10:

NE1/4.

LESS AND EXCEPTING THEREFROM a parcel of land being on the Southerly side of the center line of U.S. Highway No. 26, Project No. F-6501(5) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the N1/2NE1/4 of Section 10, Township 3 North, Range 40 East of the Boise Meridian, described as follows, to wit:
Beginning at the North Quarter corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian; thence S89°56'02"E along the North line of said Section 10, a distance of 2646.21 feet to the Northeast Corner thereof; thence S0°01'44"W along the East line of said Section 10, a distance of 18.64 feet to a point that bears S1°10'14"W 75.0 feet from Station 919+41.90 of said U. S. Highway No. 26, Projection No. F-6501(5) Highway Survey; thence S86°21'40"W 199.67 feet to a point in a line parallel with and 90.0 feet Southerly from the centerline and opposite Station 917+41.34 of said highway survey; thence N89°49'56"W along said parallel line 2341.34 feet to a point opposite Station 894+00 of said Highway Survey; thence N87°07'11"W 105.66 feet to a point in said West line of the N1/2NE1/4 of said Section 10 and bears S0°10'04"W 85.0 feet from Station 892+94.46 of said Highway Survey; thence N0°09'59"W along said west line 22.20 feet to the Place of Beginning.

ALSO LESS AND EXCEPTING THEREFROM: Beginning at the North Quarter Corner of Section 10, Township 3 North, Range 40 East of the Boise Meridian, thence South 350 feet; thence East 225 feet; thence North 350 feet; thence West 225 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

EXHIBIT "A"

TRACT II:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho:

Section 11:

W1/2W1/2.

LESS AND EXCEPTING THEREFROM: The East 2 rods of the North 82 rods of the W1/2NW1/4.

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Commencing at a point in the center line of the County Road, said point lying S86°57'41"E 1415.08 feet; from the Southwest corner of said Section 11; thence N3°2'9"E along the center line of said County Road 96.56 feet; thence N87°43'11"W 30 feet to a point in the Westerly line of said County Road, said point being the True Point of Beginning; thence N87°43'11"W 68.40 feet; thence N2°51'5"E 122.32 feet; thence N22°52'33"E 80.18 feet to the point of terminus of the above described centerline.

ALSO LESS AND EXCEPTING THEREFROM: Beginning at a point in the Northeast corner of the W1/2W1/2 of Section 11, which is at the center of U.S. Highway 26, and thence South 200 feet; thence West 240 feet; thence North 200 feet; thence East 240 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

TRACT III:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho:

Section 14: NW1/4NW1/4.

LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.

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Section 10:

NE1/4.

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EXHIBIT "A"

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ALSO LESS AND EXCEPTING THEREFROM: Beginning at a point in the Northeast corner of the W1/2W1/2 of Section 11, which is at the center of U.S. Highway 26, and thence South 200 feet; thence West 240 feet; thence North 200 feet; thence East 240 feet to the point of beginning.

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TRACT III:

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho:

Section 14: NW1/4NW1/4.

LESS AND EXCEPTING THEREFROM: Any highway or county road right of ways.



① - Diversion Points

Transferred to
Jefferson Co.

NOT TO SCALE

NOVEMBER 19, 1992

AMLE LANDON
12444 N 175 E
RIRIE ID 83443

RE: RENUMBERED NOTICE

Dear Ms. Landon:

The Department has changed the identification numbers for Notices of Claim #A25-12508, A25-12509, A25-12510, and A25-12511. The new numbers are #A25-07102A, A25-02125A, A25-02163C, and A25-02108C. We have also modified receipt #E009530 to reflect the new numbers.

A copy of the receipt and the Notices of Claim are enclosed for your records.

Respectfully submitted,

Ernest Carlsen
Water Rights Supervisor, Adjudications

EC:sc

Enclosure

MICROFILMED

APR 12 1994

236

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
Renumbered: A25-02125A
Ident. Number: ~~A25-12509~~
Date Received: 7/19/1989
Receipt No: E009530
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: AMLE LANDON 208-538-7318
Address: 12444 N. 175 E.
RIRIE, ID 83443-0000

2. Date of Priority: JAN 29, 1957

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	40E	10	SE	NE	NE		BONNEVILLE
		11	NW	NW	NW		BONNEVILLE

5. Description of diverting works:
2 WELLS/PUMPS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.610		

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

8. Total consumptive use is 465.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	40E	11	NW	NW		IRR	35.0
			SW	NW		IRR	34.0



MICROFILMED
NOV 10 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	40E	11	NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	2.0
					Section Acres		151.0
		14	NW	NW		IRR	35.0
					Section Acres		35.0
					Total Acres		186.0

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:
A25-07012.

14. Remarks:
THIS CLAIM IS FOR 99% OF LICENSE 25-02125.

15. Basis of Claim: LICENSE
Water Right Number: 26732

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): Amber Landon Date: 7/19/89

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 19th day

of July 19 89

Anthony S. Clemens
Notary Public

Seal

Residing at Heabo Falls

My Commission Expires 9/12/1994

DATE: 03/02/00
PAGE: 1

Field Inspection Flag:
Presumption Flag:

441

42

42' 30"

444

445

