

01/08/2004

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

RIGHT NUMBER: 27-7315

NAME AND ADDRESS: T LYNN EVANS
297 N 150 E
BLACKFOOT ID 83221

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.790 CFS
497.000 AFY

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

PRIORITY DATE: 05/11/1982

POINT OF DIVERSION:

T02S R36E S20 NESE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

4/01 11/01

2.790 CFS
497.00 AFY

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R36E S20	NWNE	35.0	T02S R36E S20	SWNE	39.0
T02S R36E S20	NESE	32.0	T02S R36E S20	NWSE	36.0

142 ACRES TOTAL

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**



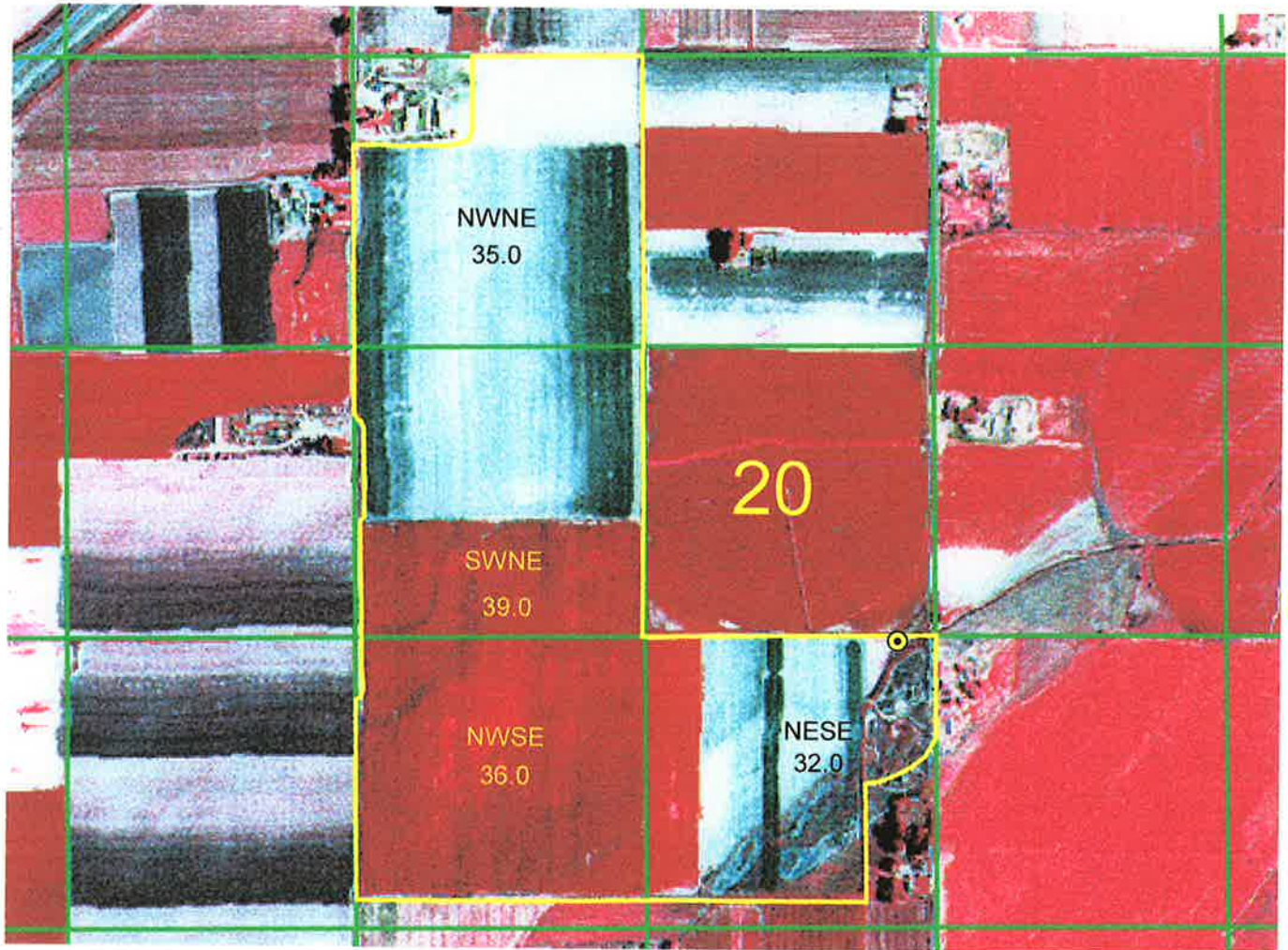
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-7315



800 0 800 1600 Feet

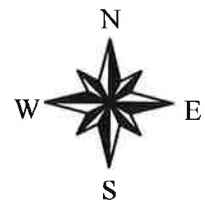
IRRIGATED ACRES 142.0

LEGEND

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

Place of Use: T2S, R36E:
(part of) Sec. 20, NWNE,
SWNE, NESE, NWSE.

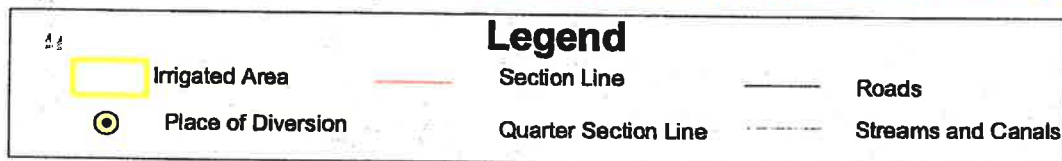
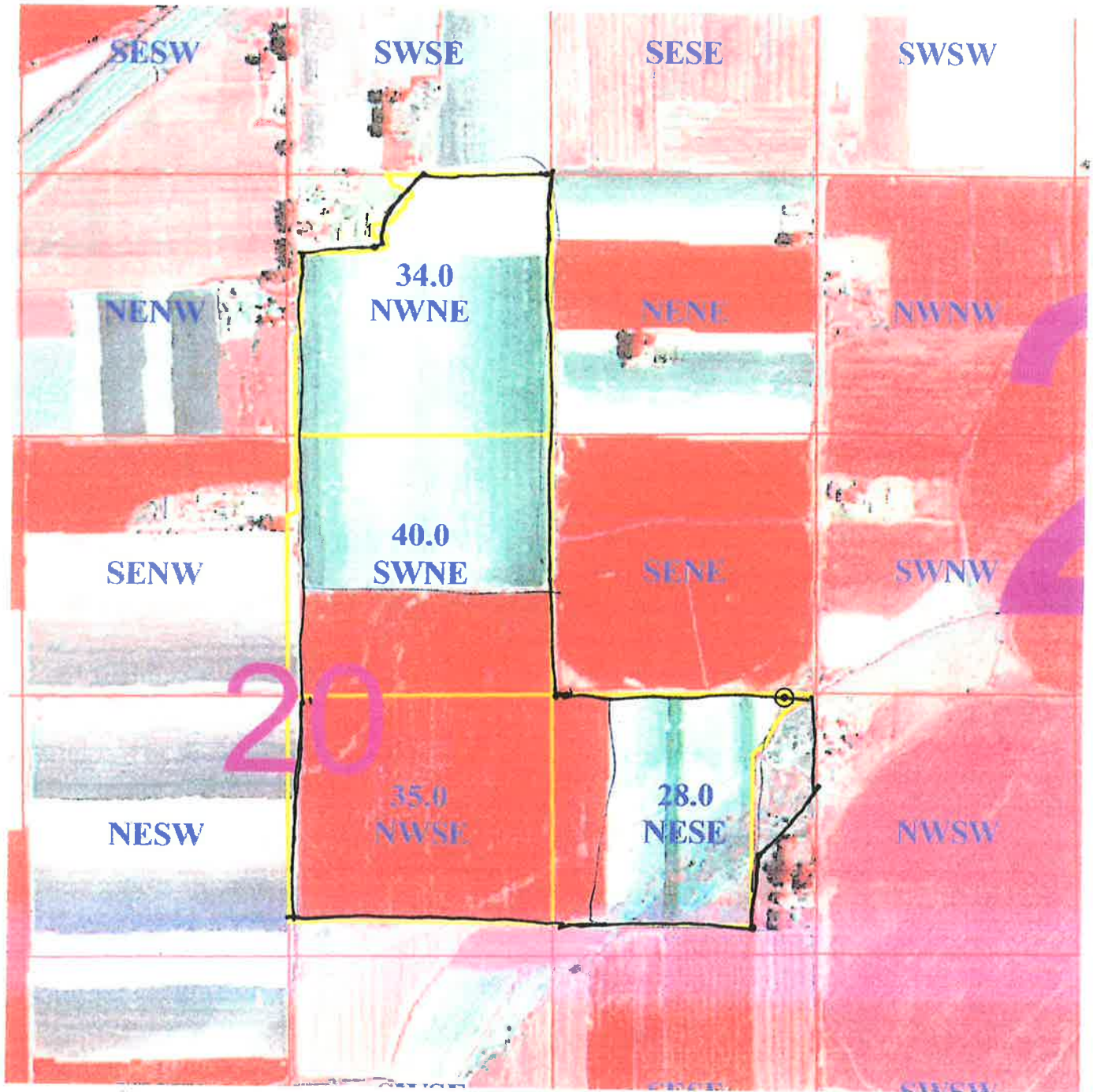
Point(s) of Diversion: T2S, R36E:
Sec. 20, NESE.



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: December 2003

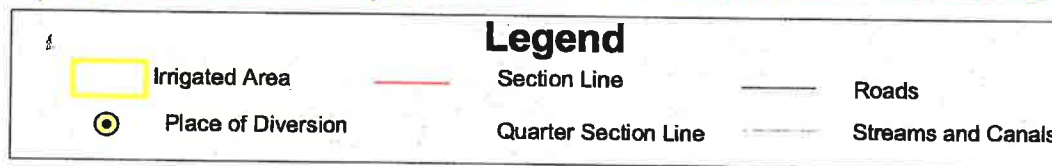
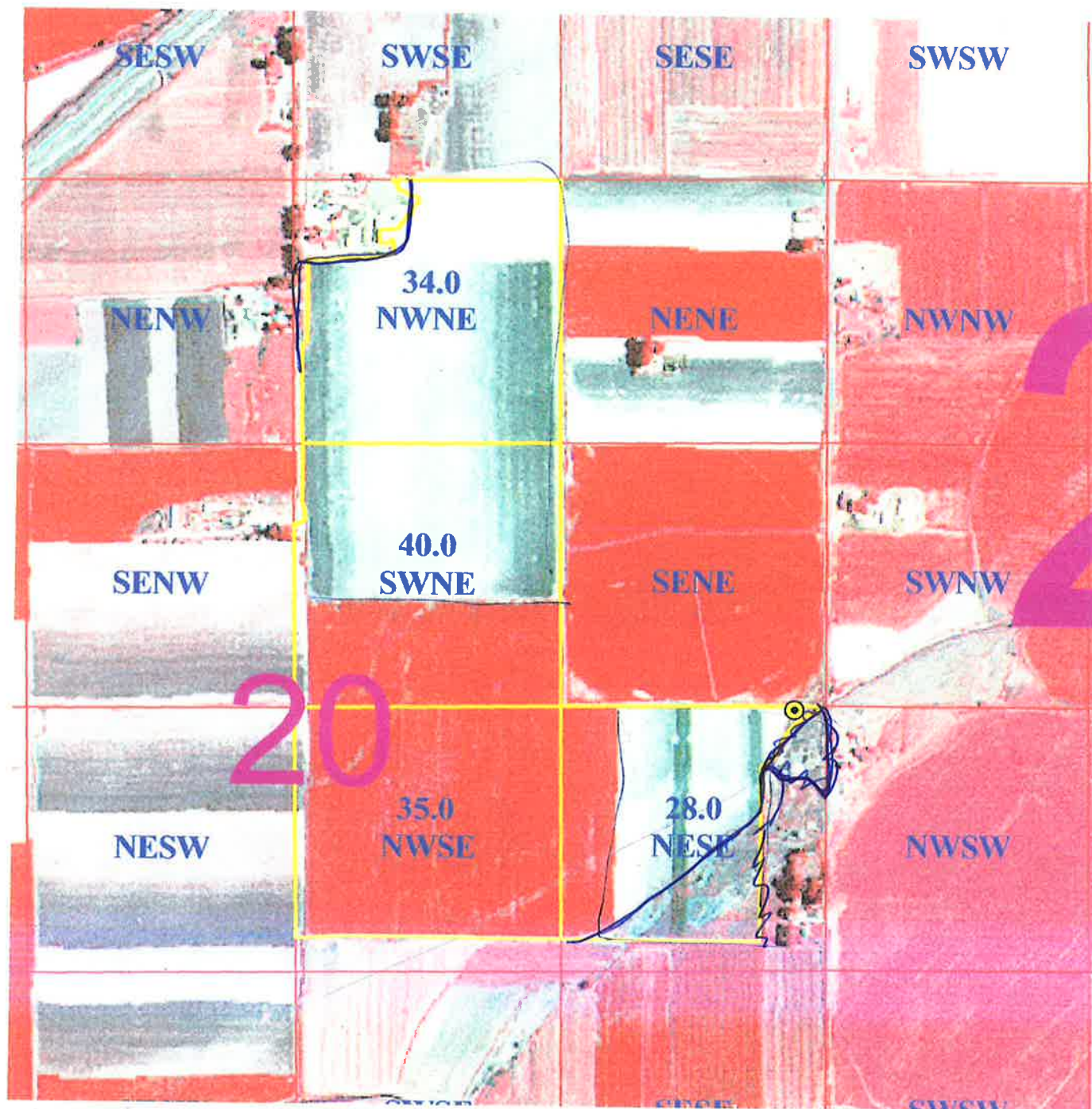
Water Right Claim Number 27-07315
Township , 2S36E

01/02/2001



Water Right Claim Number 27-07315
Township , 2S36E

01/02/2001



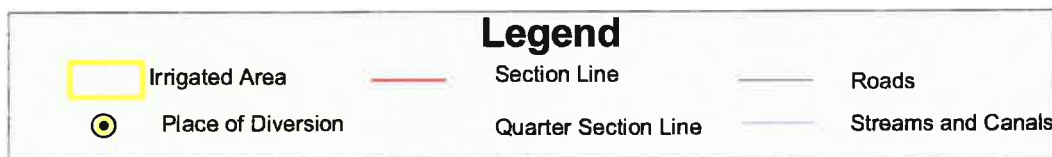
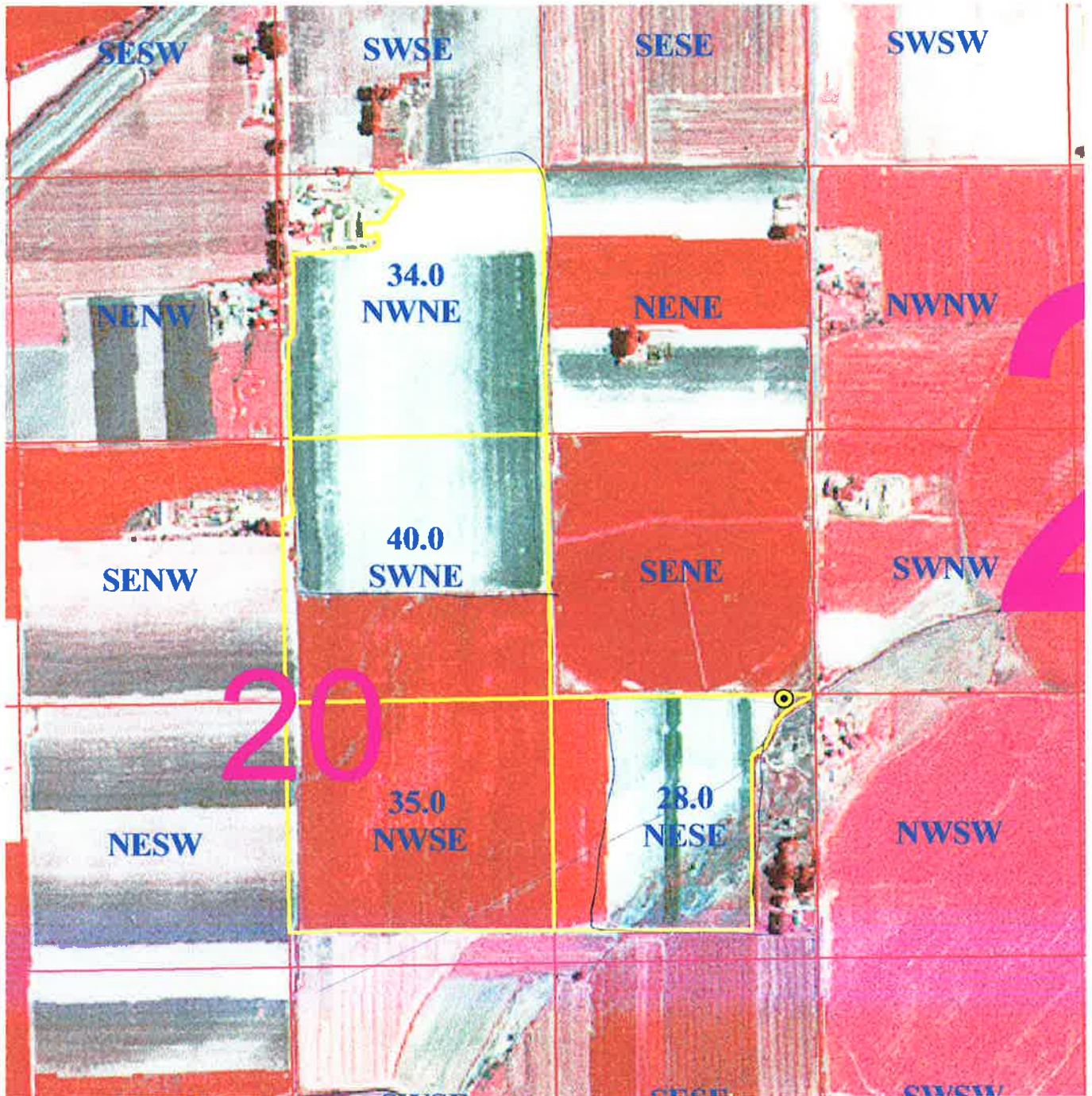
500 0 500 1000 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 27-07315
Township , 2S36E

01/02/2001



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 27-7315

Date Received:

Receipt Nos:

Received By:

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

Name of Claimant KATHLEEN EVANS
297 N 150 E
BLACKFOOT, ID 83221
(208)785-4827

Priority Date: 07/10/1889

Basis: Decreed/License

Status: Active

<u>Source</u>	<u>Tributary</u>				<u>Volume</u>
<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>		
Ground Water Snake River					
	Columbia River				
IRRIGATION	04/01	11/01	2.79 CFS		497 AFA
Total Diversion			2.79 CFS		

Location of Point(s) of Diversion:

GROUND
WATER NESE Sec. 20 Township 02S Range 36E BINGHAM County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
02S	36E	20		NWNE35			SWNE 39							
				NESE 32			NWSE 36							

Total Acres: 142

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

- This partial decree is subject to such general provisions necessary for the definition of the
1. rights or for the efficient administration of the water rights as may be ultimately
C18 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.

- This right when combined with all other rights shall provide no more than .02 cfs per acre
2. R30 nor more than 3.5 afa per acre for irrigation of the lands above.

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

Basis of Claim: Decreed/License

11/09/2005

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

RIGHT NUMBER: 27-7315
NAME AND ADDRESS: T LYNN EVANS
297 N 150 E
BLACKFOOT ID 83221

SOURCE: GROUND WATER ✓ TRIBUTARY:

QUANTITY: 2.790 CFS ✓
497.00 AFY ✓

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above. ✓

PRIORITY DATE: 05/11/1982 ✓

POINT OF DIVERSION: T02S R36E S20 NESE Within BINGHAM County ✓

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION ✓	4/01 11/01 ✓	2.790 CFS ✓ 497.00 AFY ✓

PLACE OF USE: IRRIGATION Within BINGHAM County

T02S R36E S20	NWNE	35.0 ✓	T02S R36E S20	SWNE	39.0 ✓
T02S R36E S20	NESE	32.0 ✓	T02S R36E S20	NWSE	36.0 ✓

142 ACRES TOTAL

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



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

June 1, 2010

Kathleen Evans
297 N 150 E
Blackfoot ID 83221

RE: Notice of Change of Water Right Ownership (NCO) for 27-7315 and Notice of Completed Administrative Proceeding (NCAP)

Dear Sir/Madam:

The Idaho Department of Water Resources (IDWR) acknowledges receipt of an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change 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.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Idaho AgCredit
Bingham Groundwater District
Water District 120

SCANNED

JUN 01 2010



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

April 30, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

Kathleen Evans
297 N 150 E
Blackfoot ID 83221

RE: Change in Ownership Water Right No. 27-7315

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Water Right Ownership:** a copy of a loan policy was submitted with your application for ownership change. In order for our department to complete your request we need a full copy of your 'recorded' Warranty Deed.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

SCANNED

MAY 03 2010

April 22, 2010

Idaho Department of Water Resources
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402

To Whom It May Concern:

I am enclosing several water right documents:

- 1) Assignment of Permit #27-7517 (\$25)
- 2) Assignment of Application for Permit #27-11924 (\$25)
- 3) Change in Water Right Ownership #27-7315 (with attached current Title Policy including the legal descriptions) (\$25)
- 4) Notice of Security Interest in Water Right #35-8787, 35-2473, 27-11924, 27-7517, 27-7315 (with copies of recorded Deeds of Trust and recorded Mortgage both including the legal descriptions; also the mortgage includes corresponding water right numbers) (\$125)
- 5) Check for \$200 for all applicable fees

Please make all ownership/assignment changes and send us confirmation of the changes and addition of security interest to the above address. If you should have any questions, please feel free to give me a call. Thank you for your help.

Sincerely,



Katie Wallace
Loan Officer

RECEIVED
APR 23 2010
Department of Water Resources
Eastern Region

SCANNED

JUN 01 2010

E035762 \$200. -



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

June 1, 2010

Idaho AgCredit FLCA
PO Box 985
Blackfoot ID 83221

RE: Notice of Security Interest in a Water Right 27-7315

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: Kathleen Evans

SCANNED

JUN 01 2010



When you grow, we grow.

188 W. Judicial Street - P.O. Box 985
Blackfoot, Idaho 83221
208.785.1510 or 800.686.8910
Fax: 208.785.7066
www.idahoagcredit.com

April 22, 2010

Idaho Department of Water Resources
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402

To Whom It May Concern:

I am enclosing several water right documents:

- 1) Assignment of Permit #27-7517 (\$25)
- 2) Assignment of Application for Permit #27-11924 (\$25)
- 3) Change in Water Right Ownership #27-7315 (with attached current Title Policy including the legal descriptions) (\$25)
- 4) Notice of Security Interest in Water Right #35-8787, 35-2473, 27-11924, 27-7517, 27-adj. 7315 (with copies of recorded Deeds of Trust and recorded Mortgage both including the legal descriptions; also the mortgage includes corresponding water right numbers) (\$125)
- 5) Check for \$200 for all applicable fees

Please make all ownership/assignment changes and send us confirmation of the changes and addition of security interest to the above address. If you should have any questions, please feel free to give me a call. Thank you for your help.

Sincerely,

Katie Wallace
Loan Officer

RECEIVED
APR 23 2010
Department of Water Resources
Eastern Region

SCANNED

JUN 01 2010

E035762 \$200. -

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): 35-8787, 35-2473, 27-11924, 27-7517, 27-7315
 Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - B) A **FEE** of **\$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest

Idaho AgCredit, FLCA
 PO Box 985
 Blackfoot, ID 83221
4. Name of Water Right Owner/Claimant(s)

Kathleen M. Evans
5. Expiration Date of Notification Period April 1, 2030
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Katie Wallace, loan officer
 (and title if applicable)

For Office Use Only

Received by <u>JB</u>	Date <u>4/23/10</u>	Fee <u>\$200. -</u>
Received by <u>JB</u>	Date <u>4/23/10</u>	Receipt No. <u>E035762</u>
Processed by _____	AJ Date _____	WR _____ Date _____

For this application \$125. -

SCANNED

JUN 01 2010

Recording Requested by:

Loan No.: 231-002-0006490573-5520460-101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

Instrument # 617042

BINGHAM COUNTY
4-16-2010 11:24:32 No. of Pages: 6
Recorded for : # IDAHO AGCREDIT, FLCA
SARA J. STAUB Fee: 18.00
Ex-Officio Recorder Deputy

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this April 14, 2010 between KATHLEEN M. EVANS, aka KATHY EVANS, dba EVANS FARMS, whose address is 297 North 150 East Blackfoot, Idaho 83221 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 Bingham, 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 Permit Number 27-7517 which pertains to Parcel A, Priority Date October 5, 1990, 1.46 CFS.

TOGETHER WITH: Idaho Department of Water Resources Application Number 27-11924 which pertains to Parcel A, Priority Date March 16, 1992, 0.420 CFS.

TOGETHER WITH: 150 shares of stock, which pertains to Parcel A, Certificate #0002 or as may be re-issued in Blackfoot Irrigation Company.

TOGETHER WITH: Idaho Department of Water Resources License Number 27-7315 which pertains to Parcels B & C, Priority Date May 11, 1982, 2.79 CFS.

TOGETHER WITH: 100 shares of stock, which pertains to Parcels B & C, Certificate #0001 or as may be re-issued in Blackfoot Irrigation Company.

TOGETHER WITH: 46 shares of stock, which pertains to Parcels B & C, Certificate #0003 or as may be re-issued in Blackfoot Irrigation Company.

TOGETHER WITH: 65 shares of stock, which pertains to Parcel D, Certificate #0291 or as may be re-issued in Blackfoot Irrigation Company.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-2373 which pertains to Parcel E, Priority Date March 16, 1956, 1.64 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 35-8787 which pertains to Parcel E, Priority Date June 3, 1989, 1.02 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
April 14, 2010

MATURITY DATE
March 1, 2030

AMOUNT OF NOTE
\$243,000.00

JUN 01 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;

(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.

(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.

KATHLEEN M. EVANS, aka KATHY EVANS, dba EVANS
FARMS

Kathleen M. Evans
KATHLEEN M. EVANS

ACKNOWLEDGMENT.

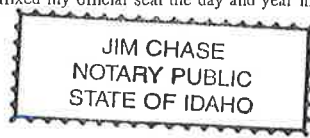
STATE OF IDAHO

County of Bingham)
) ss.

On this 16th day of April, 2010, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Kathleen M. Evans, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Jim Chase
Notary Public for the State of Idaho
Residing at Blackfoot
My Commission Expires: 4/21/2014



SCHEDULE A
REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR
MORTGAGE DATED April 14, 2010

Kathleen M. Evans, dba Evans Farms
Loan No. 231-002-0006490573-5520460-101

REAL ESTATE DESCRIPTION:

PARCEL A:

A portion of the S½ of Section 9, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as:
Beginning at a point 1928 feet, more or less, East of the SW corner of said Section 9, said point being the intersection of the S. line of said Section 9 and the Northwestern line of the Oregon Short Line Railroad right of way, thence N. 49°13' E. along said Northwestern line of said right of way a distance of 3988 feet, more or less, to a point, said point being the intersection of said Northwestern railroad right of way with the N. line of the SE¼ of said Section 9, thence E. 369 feet, more or less, to the NE corner of the SE¼ of said Section 9, thence S. 2647 feet, more or less, to the SE corner of said Section 9, thence W. 3552 feet, more or less, to the point of beginning, EXCEPTING THEREFROM a 200 foot right of way for the Oregon Short Line Railroad running through said land.

ALSO EXCEPTING THEREFROM: Beginning at the SE corner of Section 9; thence N. 89°28'08"W. 180.01 feet along the South line of Section 9; thence N. 0°0'00"E. 269.34 feet parallel with and 180 feet west of the East line of the SE¼ of said Section 9; thence S. 89°28'08"E. 180.01 feet parallel with the South line of said SE¼ to a point on the East line of the SE¼; thence S. 0°0'00"W. 269.34 feet along said East line to the point of beginning.

PARCEL B:

A portion of the NE¼ of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as:
Beginning 1317.5 feet W. of the NE corner of said Section 20, thence S. 2645 feet to the S. line of the NE¼, thence W. 3970 feet to the W¼ corner of said Section, thence N. 1303.5 feet to a point 53.5 feet S. of a point 100 feet perpendicular from the center of the Oregon Short Line Railroad, thence E. 2664 feet to a point S. 0°49' E. 1338.5 feet from the N¼ corner of said Section, thence N. 0°49' W. 1338.5 feet to said N¼ corner, thence E. to the point of beginning, EXCEPTING THEREFROM: Beginning at the W¼ corner of said Section 20, thence E. 2683 feet, thence Northerly 1303.5 feet, thence W. 2664 feet, thence S. 1303.5 feet to the point of beginning.

PARCEL C:

A portion of the SE¼ of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as:
Commencing at the NE corner of the SE¼ of said Section 20 and running thence S. 70.55 rods, thence W. 160 rods, thence N. 70.55 rods, thence E. 160 rods to the point of beginning. EXCEPTING THEREFROM: Part of Section 20, Township 2 S., Range 36 E.B.M., Bingham County, Idaho, more particularly described as: Beginning at a point that is S. 386.59 feet along the section line from the E¼ corner of Section 20 and running thence W. 64.86 feet to the toe of a ditch; thence S. 31°39'35" W. 494.00 feet; thence S. 00°09'01" W. 251.65 feet; thence S. 01°40'30" W. 142.40 feet; thence N. 89°28'19" E. 328.98 feet along a fence line to the section line; thence N. 811.44 feet along the section line to the point of beginning. ALSO EXCEPTING county road.

PARCEL D:

Part of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as:
Beginning at a point S. 0°49' E. 544 feet from the North quarter corner of said section; thence S. 0°49' E. 794.5 feet; thence West 2664 feet; thence North 53.5 feet; thence North 48° East 100 feet, a distance perpendicular from the center of the Oregon Short Line Railroad a distance of 1088 feet; thence East 1815 feet to the point of beginning.

PARCEL E:

Township 3 South, Range 32 E.B.M., Bingham County, Idaho
Section 2: NE¼, except N. 30 feet for county road.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

Parcel A:

1 - 60 HP 1775 RPM U.S. electric motor Serial #R3255084M with an Aurora Verti-Line turbine pump Serial #3X470170
1 - 4-cylinder Allis-Chalmers propane fueled motor (estimated at 40 HP) with a Berkeley centrifugal pump
3,000' of buried PVC mainline, size 8" - 6" diameter
1 - 7 Tower Valley Center Pivot
5 - 1/4-mile handlines

Parcels B & C:

1 - 75 HP 1765 RPM G.E. electric motor Serial #HTJ805301 with an Aurora Verti-Line turbine pump Serial #K5903493P013
3,200' of buried PVC mainline, size 10" - 6" diameter
2 - 7 Tower Valley Center Pivots
2 - 1/4-mile handlines

Parcel D:

1 - U.S. motor Serial #10902050043
1 - Berkley Baldor 1750 RPM pump Serial #7800871

Parcel E:

1 - 60 HP U.S. electric motor and Wintroath turbine pump
1 - Pierce Pivot 10 Tower
2 - handlines each 1,320' in length
100 feet of 8" PVC and Steel mainline

KATHLEEN M. EVANS, aka KATHY EVANS, dba EVANS FARMS

Kathleen M. Evans
KATHLEEN M. EVANS

6170.2

SCANNED

JUN 01 2010

Bingham GWD
Water District
1/120

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
27-7315					

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **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)	T. Lynn Evans
	297 N 150 E
	Blackfoot, ID 83221
4. New Owner/Claimant(s)	Kathleen M. Evans
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	297 N 150 E
City, State and ZIP Code	Blackfoot, ID 83221
New Telephone Number	(208) 785-4827 Email:

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JUN 01 2010

5. Date you acquired the property

1-8-1990

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

Kathleen M. Evans

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by JB
 Received by JB
 Processed by AJ

Date 4/23/10
 Date 4/23/10
 Date 4/23/10

Receipt Amt. \$200.-
 Receipt No. E0357602
 WR Date

for this app. \$25
 Need refund.
 JUN 01 2010

SCHEDULE A

First American Title Insurance Company

**First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221**

File No.: **332586-B**

Policy No.: **332586-B**

Loan No.:

Address Reference: **Not Addressed Blackfoot, ID 83221**

Amount of Insurance: **\$243,000.00**

Premium: **\$1,138.00**

Date of Policy: **April 16, 2010 at 11:24 A.M.**

1. Name of Insured:

Idaho AgCredit, FLCA, a wholly owned subsidiary of Idaho Agricultural Credit Association, its successors and assigns, as their interests may appear, as defined in the paragraph entitled "Definitions of Terms" contained in this Policy.

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Kathleen Evans as her sole and separate property

4. The Insured Mortgage, and its assignments, if any, are described as follows:

Real Estate Mortgage dated April 14, 2010 to secure an indebtedness of \$243,000.00

Recorded: April 16, 2010 as Instrument No. 617042

Mortgagor: Kathleen M. Evans, aka Kathy Evans, dba Evans Farms

Mortgagee: Idaho AgCredit, FLCA, a wholly owned subsidiary of Idaho Agricultural Credit Association

5. The Land referred to in this policy is described as follows:

Parcel A

A portion of the S $\frac{1}{2}$ of Section 9, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as:

Beginning at a point 1928 feet, more or less, East of the SW corner of said Section 9, said point being the intersection of the S. line of said Section 9 and the Northwesterly line of the Oregon Short Line Railroad right of way, thence N. 49°13' E. along said Northwesterly line of said right of way a distance of 3988 feet, more or less, to a point, said point being the intersection of said Northwesterly railroad right of way with the N. line of the SE $\frac{1}{4}$ of said Section 9, thence E. 369 feet, more or less, to the NE corner of the SE $\frac{1}{4}$ of said Section 9, thence S. 2647 feet, more or less, to the SE

SCANNED
JUN 01 2010

corner of said Section 9, thence W. 3552 feet, more or less, to the point of beginning, EXCEPTING THEREFROM a 200 foot right of way for the Oregon Short Line Railroad running through said land.

ALSO EXCEPTING THEREFROM: Beginning at the SE corner of Section 9; thence N.89°28'08"W. 180.01 feet along the South line of Section 9; thence N.0°0'00"E. 269.34 feet parallel with and 180 feet west of the East line of the SE¼ of said Section 9; thence S.89°28'08"E. 180.01 feet parallel with the South line of said SE¼ to a point on the East line of the SE¼; thence S.0°0'00"W. 269.34 feet along said East line to the point of beginning.

Parcel B

A portion of the NE¼ of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as:

Beginning 1317.5 feet W. of the NE corner of said Section 20, thence S. 2645 feet to the S. line of the NE¼, thence W. 3970 feet to the W¼ corner of said Section, thence N. 1303.5 feet to a point 53.5 feet S. of a point 100 feet perpendicular from the center of the Oregon Short Line Railroad, thence E. 2664 feet to a point S. 0°49' E. 1338.5 feet from the N¼ corner of said Section, thence N. 0°49' W. 1338.5 feet to said N¼ corner, thence E. to the point of beginning, EXCEPTING THEREFROM: Beginning at the W¼ corner of said Section 20, thence E. 2683 feet, thence Northerly 1303.5 feet, thence W. 2664 feet, thence S. 1303.5 feet to the point of beginning.

Parcel C

A portion of the SE¼ of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as:

Commencing at the NE corner of the SE¼ of said Section 20 and running thence S. 70.55 rods, thence W. 160 rods, thence N. 70.55 rods, thence E. 160 rods to the point of beginning. EXCEPTING THEREFROM: Part of Section 20, Township 2 S., Range 36 E.B.M., Bingham County, Idaho, more particularly described as: Beginning at a point that is S. 386.59 feet along the section line from the E¼ corner of Section 20 and running thence W. 64.86 feet to the toe of a ditch; thence S. 31°39'35" W. 494.00 feet; thence S. 00°09'01" W. 251.65 feet; thence S. 01°40'30" W. 142.40 feet; thence N. 89°28'19" E. 328.98 feet along a fence line to the section line; thence N. 811.44 feet along the section line to the point of beginning. ALSO EXCEPTING county road.

Parcel D

Part of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho described as:

Beginning at a point S. 0°49' E. 544 feet from the North quarter corner of said section; thence S. 0°49' E. 794.5 feet; thence West 2664 feet; thence North 53.5 feet; thence North 48° East 100 feet, a distance perpendicular from the center of the Oregon Short Line Railroad a distance of 1088 feet; thence East 1815 feet to the point of beginning.

Parcel E

Township 3 South, Range 32 E.B.M., Bingham County, Idaho
Section 2: NE¼, except N. 30 feet for county road.

SCANNED

JUN 01 2010

MARK CORNELISON
Attorney at Law
53 S. Shilling
PO Box 700
Blackfoot, ID 83221
(208) 785-5618

Instrument # 591448
BINGHAM COUNTY
2008-02-29 08:04:40 No. of Pages: 3
Recorded for : #1712 KATHLEEN EVANS
SARA J. STAUB
Ex-Officio Recorder Deputy KB Fee: 9.00

Attorney for Personal Representative

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BUTTE COUNTY
MAGISTRATE DIVISION

IN THE MATTER OF THE	)	
ESTATE OF:	)	Case No. CV-05-2893
	)	
T. LYNN EVANS,	)	DEED OF PERSONAL
	)	REPRESENTATIVE
Deceased.	)	
	)	

THIS INDENTURE, made this 27th day of February, 2008, between, KATHLEEN EVANS,,
Personal Representative of the Estate of T. LYNN EVANS, deceased, the Grantor, and KATHLEEN
EVANS, individual, of 297 N. 150 E., Blackfoot, Idaho, the Grantee.

WITNESSETH:

That whereas, pursuant to an order of the Magistrate Court of Bingham County, Idaho, in the
estate of the above-named deceased confirming on the Grantee the powers and authority granted to
Personal Representative under Section 15-3-715 of the Uniform Probate Code of the State of Idaho,
and

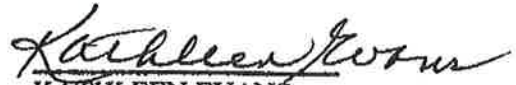
FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said
Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his

death, in and to the following described premises located in the County of Butte, State of Idaho,
described particularly as follows:

A portion of the NE1/4 of Section 20, Township 2 South, Range 36 E.B.M., Bingham County
described as:

Beginning 1317.5 feet W. of the NE corner of said Section 20, thence S. 2645
feet to the S. line of the NE1/4, thence W. 3970 feet to the W1/4 corner of said
Section, thence N. 1303.5 feet to a point of 53.5 feet S. of a point 100 feet
perpendicular from the center of the Oregon Short Line Railroad, thence E. 2664 feet
to a point S. 0° 49' E. 1338.5 feet from the N1/4 corner of said Section, thence N. 0°
49' W. 1338.5 feet to said N1/4 corner, thence E. to the point of beginning,
EXCEPTING THEREFROM: beginning at the W1/4 corner of said Section 20,
thence E. 2683 feet, thence Northerly 1303.5 feet, thence W. 2664 feet, thence S.
1303.5 feet to the point of beginning.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises
together with the appurtenances, unto the said Grantee.


KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

STATE OF IDAHO)

:ss

County of Bingham)

On this 28th day of February, 2008 before me, the undersigned Notary Public in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Cathy Miles
Notary Public in and for the State of Idaho
Residing at: Bingham County
Commission Expires: 03-10-2012

WARRANTY DEED

For Value Received

302594

THAIN MARRINER EVANS, also known as THAIN M. EVANS and HELEN B. EVANS,
husband and wife

the grantors do hereby grant, bargain, sell, and convey unto

THAIN LYNN EVANS and KATHLEEN EVANS, husband and wife

the grantees, whose current address is

R-6 B 164 BLACKFOOT, IDAHO 83401

the following described premises, to-wit:

A portion of the NE $\frac{1}{4}$ of Section 20, Township 2 South, Range 36 E. B. M.,
Bingham County, Idaho, described as
Beginning 1317.5 feet W. of the NE corner of said Section 20, thence S.
2645 feet to the S. line of the NE $\frac{1}{4}$, thence W. 3970 feet to the W $\frac{1}{4}$ corner
of said Section; thence N. 1303.5 feet to a point 53.5 feet S. of a point
100 feet perpendicular from the center of the Oregon Short Line Railroad;
thence E. 2664 feet to a point S. 0°49' E. 1338.5 feet from the N $\frac{1}{4}$ corner
of said Section; thence N. 0°49' W. 1338.5 feet to the said N $\frac{1}{4}$ corner;
thence E. to the point of beginning, EXCEPTING THEREFROM: Beginning at
the W $\frac{1}{4}$ corner of said Section 20; thence E. 2683 feet; thence Northerly
1303.5 feet; thence W. 2664 feet; thence S. 1303.5 feet to the place of
beginning.

SUBJECT TO Réservations in United States Patent, existing and recorded
rights-of-way and easements, zoning and building ordinances, and taxes
and assessments as prorated between the parties hereto.

ALSO SUBJECT TO those certain Mortgages, one dated March 17, 1964, executed
by Thain M. Evans and Helen B. Evans, husband and wife, to The Federal Land
Bank of Spokane, a corporation, to secure payment of \$27,300.00 and interest;
recorded March 24, 1964, as Instrument No. 105364, records of said County;
and Mortgage dated June 17, 1977, executed by Thain Marriner Evans, also
known as Thain M. Evans and Helen B. Evans, husband and wife; and Lynn
Evans and Kathleen Evans, husband and wife, to The Federal Land Bank of
Spokane, a corporation, to secure the payment of \$43,000.00 and interest;
recorded June 21, 1977, as Instrument No. 226592, records of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantees, that they are the owners in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that they will warrant and
defend the same from all lawful claims whatsoever.
Dated: February 17, 1983

Thain Marriner Evans
Thain Marriner Evans

Helen B. Evans
Helen B. Evans

STATE OF IDAHO, COUNTY OF Bingham
On this 17 day of February, 1983,
before me, a notary public in and for said State, personally
appeared

THAIN MARRINER EVANS and HELEN B.
EVANS, 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.

[Signature]
Notary Public
Residing at Blackfoot, Idaho
Comm. Expires

BINGHAM COUNTY RECORDS
BLACKFOOT, IDAHO
MAR 2 1983

783 MAR 2 AM 10 18

302594

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

INSTRUMENT NO.

SCANNED

JUN 01 2013

MARK CORNELISON

Attorney at Law

53 S. Shilling

PO Box 700

Blackfoot, ID 83221

(208) 785-5618

Attorney for Personal Representative

Instrument # 591449

BINGHAM COUNTY

2008-02-29

08:17:47 No. of Pages: 3

Recorded for : #1712 KATHLEEN EVANS

SARA J. STAUB

Ex-Officio Recorder Deputy

Fee: 9.00

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BUTTE COUNTY
MAGISTRATE DIVISION

IN THE MATTER OF THE)
ESTATE OF:)

Case No. CV-05-2893

T. LYNN EVANS,)

DEED OF PERSONAL
REPRESENTATIVE

Deceased.)
_____)

THIS INDENTURE, made this 27th day of February, 2008, between, KATHLEEN EVANS,,
Personal Representative of the Estate of T. LYNN EVANS, deceased, the Grantor, and KATHLEEN
EVANS, individual, of 297 N. 150 E., Blackfoot, Idaho, the Grantee.

WITNESSETH:

That whereas, pursuant to an order of the Magistrate Court of Bingham County, Idaho, in the
estate of the above-named deceased confirming on the Grantee the powers and authority granted to
Personal Representative under Section 15-3-715 of the Uniform Probate Code of the State of Idaho,
and

FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said
Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his

death, in and to the following described premises located in the County of Butte, State of Idaho,
described particularly as follows:

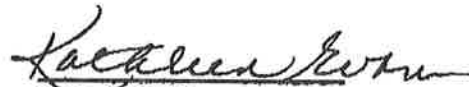
A portion of the SE1/4 of Section 20, Township 2 South, Range 36 E.B.M., Bingham
County, Idaho described as:

Commencing at the NE corner of the SE1/4 of said Section 20 and running thence S. 70.55
rods, thence W. 160 rods, thence N. 70.55 rods, thence E. 160 rods to the point of beginning.

EXCEPTING THEREFROM: Part of Section 20, Township 2 S., Range 36 E.B.M.,
Bingham County, Idaho, more particularly described as:

Beginning at a point that is S. 386.59 feet along the section line from the E1/4
corner of Section 20 and running thence W. 64.86 feet to the toe of a ditch; thence S.
31° 39' 35" W. 494.00 feet; thence S. 00° 09' 01" W. 251.65 feet; thence S. 01° 40'
30" W. 142.40 feet; thence N. 89° 28' 19" E. 328.98 feet along a fence line to the
section line; thence N. 811.44 feet along the section line to the point of beginning.
ALSO EXCEPTING county road.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises
together with the appurtenances, unto the said Grantee.



KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

STATE OF IDAHO)

:ss

County of Bingham)

On this 28th day of February, 2008 before me, the undersigned Notary Public in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Cathy Miles
Notary Public in and for the State of Idaho
Residing at: Bingham County
Commission Expires: 05-10-2012

WARRANTY DEED

For Value Received

CLARENCE E. MARLOW, a single man dealing with his separate property

the grantor , does hereby grant, bargain, sell, and convey unto

THAIN LYNN EVANS and KATHLEEN M. EVANS, husband and wife

the grantees , whose current address is

Route 6, Box 164, Blackfoot, Idaho 83221

the following described premises, to-wit:

A portion of Section 20, Township 2 South, Range 36 E. B. M., Bingham County, Idaho, described as

Commencing at the NE corner of the SE1/4 of Section 20 and running thence S. 70.55 rods; thence W. 160 rods; thence N. 70.55 rods; thence E. 160 rods to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including but not limited to one share of the capital stock of the Blackfoot Irrigation Company, and one share of the capital stock of the West Branch Canal Company, and one share of the Center Branch Ditch Company.

Subject to Reservations in the United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments for 1982.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees^s, their heirs and assigns forever. And the said Grantor do^{es} hereby covenant to and with the said Grantee^s, that he is the owner in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 16, 1981

Clarence E. Marlow
CLARENCE E. MARLOW

STATE OF IDAHO, COUNTY OF Bingham

On this 20 day of March, 19 82,
before me, a notary public in and for said State, personally
appeared

CLARENCE E. MARLOW, a single man
dealing with his separate property

known to me to be the person who so name is
subscribed to the within instrument, and acknowledged to
me that he executed the same

John C. Smith
Notary Public
Residing at Blackfoot, Idaho
Comm. Expires

SCANNED

JUN 01 2010

Parcel A (N. Wapello Rd)

DAVID N. PARMENTER
Attorney at Law
53 S. Shilling
PO Box 700
Blackfoot, ID 83221
(208) 785-5618

Attorney for Personal Representative

561593

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY
MAGISTRATE DIVISION

IN THE MATTER OF THE
ESTATE OF:

T. LYNN EVANS,

Deceased.

Case No. *CV05-2893*

DEED OF PERSONAL
REPRESENTATIVE

THIS INDENTURE, made this ___ day of _____, 2005, between, KATHLEEN EVANS,
Personal Representative of the Estate of T. LYNN EVANS, deceased, the Grantor, and KATHLEEN
EVANS, individual, of 297 N. 150 E., Blackfoot, Idaho, the Grantee.

WITNESSETH:

That whereas, pursuant to an order of the Magistrate Court of Bingham County, Idaho, in the
estate of the above-named deceased confirming on the Grantee the powers and authority granted to
Personal Representative under Section 15-3-715 of the Uniform Probate Code of the State of Idaho,
and

DEED OF PERSONAL REPRESENTATIVE -

1

RECORDED AT THE REQUEST OF
David N. Parmenter
PO Box 700
Blackfoot ID 83221
2005 DEC 19 AM 9:56
FILE *9-444-9467*

SCANNED

JUN 01 2016

FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his death, in and to the following described premises located in the County of Bingham, State of Idaho, described particularly as follows:

A portion of the S1/2 of Section 9, Township 2 South, Range 36 E.B.M., Bingham Coutny, Idaho described as:

Beginning at a point 1928 feet, more or less, East of the SW Corner of said Section 9, said point being the intersection of the S. line of said Section 9 and the Northwesterly line of the Oregon Short Line Railroad right of way, thence N. 49° 13' E. along said Northwesterly line of said right of way a distance of 3988 feet, more or less, to a point, said point being the intersection of said Northwesterly railroad right of way with the N. Line of the SE1/4 of said Section 9, thence E. 369 feet, more or less, to the NE corner of the SE1/4 of said Section 9, thence S. 2647 feet, more or less, to the SE corner of said Section 9, thence W. 3552 feet, more or less, tot he point of beginning, EXCEPTING THEREFROM a 200 foot right of way for the Oregon Short Line Railroad running through said land.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises together with the appurtenances, unto the said Grantee.

IN WITNESS WHEREOF, the said Personal Representative has hereunto set her hand and year first above written.



KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

STATE OF IDAHO)

County of Bingham) :ss

On this 16 day of December, 2005, before me, the undersigned Notary Public, in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

My cmn exprs: 1-20-2011



Kellyanne Duncan
Notary Public in and for the
State of Idaho, residing at
Blanchard therein

561598

Parcel B (Home Place North)

DAVID N. PARMENTER
Attorney at Law
53 S. Shilling
PO Box 700
Blackfoot, ID 83221
(208) 785-5618

Attorney for Personal Representative

561593

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY
MAGISTRATE DIVISION

IN THE MATTER OF THE
ESTATE OF:

T. LYNN EVANS,

Deceased.

Case No. *CV 05-2893*

DEED OF PERSONAL
REPRESENTATIVE

THIS INDENTURE, made this ___ day of _____, 2005, between, KATHLEEN EVANS,
Personal Representative of the Estate of T. LYNN EVANS, deceased, the Grantor, and KATHLEEN
EVANS, individual, of 297 N. 150 E., Blackfoot, Idaho, the Grantee.

WITNESSETH:

That whereas, pursuant to an order of the Magistrate Court of Bingham County, Idaho, in the
estate of the above-named deceased confirming on the Grantee the powers and authority granted to
Personal Representative under Section 15-3-715 of the Uniform Probate Code of the State of Idaho,
and

DEED OF PERSONAL REPRESENTATIVE - 05-281

1

RECORDED IN THE OFFICE OF
DAVID N. PARMENTER
PO Box 700
Blackfoot ID 83221
2005 DEC 19 AM 9:56
FILE 9-2005-9667

SCANNED
JUN 01 2010

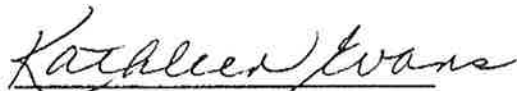
FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his death, in and to the following described premises located in the County of Bingham, State of Idaho, described particularly as follows:

A portion of the NE1/4 of Section 20, Township 2 South, Range 36 E.B.M., Bingham County described as:

Beginning 1317.5 feet W. of the NE corner of said Section 20, thence S. 2645 feet to the S. line of the NE1/4, thence W. 3970 feet to the W1/4 corner of said Section, thence N. 1303.5 feet to a point 5305 feet S. of a point 100 feet perpendicular from the center of the Oregon Short Line Railroad, thence E. 2664 feet to a point S. 0° 49' E. 1338.5 feet from the N1/4 corner of said Section, thence N. 0° 49' W. 1338.5 feet to said N1/4 corner, thence E. to the point of beginning, EXCEPTING THEREFROM: beginning at the W1/4 corner of said Section 20, thence E. 2683 feet, thence Northerly 1303.5 feet, thence W. 2664 feet, thence S. 1303.5 feet to the point of beginning.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises together with the appurtenances, unto the said Grantee.

IN WITNESS WHEREOF, the said Personal Representative has hereunto set her hand and year first above written.



KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

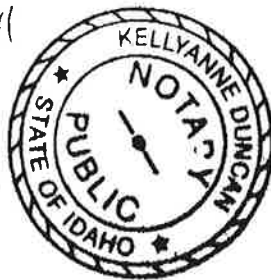
STATE OF IDAHO)

County of Bingham) :ss

On this 16 day of December, 2005, before me, the undersigned Notary Public, in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

My cmn exprs: 1-20-2011



Kellyanne Duncan
Notary Public in and for the
State of Idaho, residing at
Blackfoot therein

561599

Parcel C (Home place South)

DAVID N. PARMENTER
Attorney at Law
53 S. Shilling
PO Box 700
Blackfoot, ID 83221
(208) 785-5618

Attorney for Personal Representative

561000

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY
MAGISTRATE DIVISION

IN THE MATTER OF THE
ESTATE OF:

T. LYNN EVANS,

Deceased.

Case No.

CV 05-2893

DEED OF PERSONAL
REPRESENTATIVE

THIS INDENTURE, made this ____ day of _____, 2005, between, KATHLEEN EVANS,
Personal Representative of the Estate of T. LYNN EVANS, deceased, the Grantor, and KATHLEEN
EVANS, individual, of 297 N. 150 E., Blackfoot, Idaho, the Grantee.

WITNESSETH:

That whereas, pursuant to an order of the Magistrate Court of Bingham County, Idaho, in the
estate of the above-named deceased confirming on the Grantee the powers and authority granted to
Personal Representative under Section 15-3-715 of the Uniform Probate Code of the State of Idaho,
and

DEED OF PERSONAL REPRESENTATIVE - 05-281

1

RECORDED AT THE REQUEST OF
David N. Parmenter
PO Box 700
Blackfoot ID 83221

2005 DEC 19 AM 9:56

FILED
9-DECEMBER-05
91607

SCANNED

JUN 01 2013

FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his death, in and to the following described premises located in the County of Bingham, State of Idaho, described particularly as follows:

A portion of the SE1/4 of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho described as:

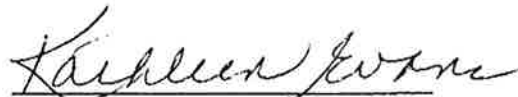
Commencing at the NE corner of the SE1/4 of said Section 20 and running thence S. 70.55 rods, thence W. 160 rods, thence N. 70.55 rods, thence E. 160 rods to the point of beginning.

EXCEPTING THEREFROM: Part of Section 20, Township 2 S., Range 36 E.B.M., Bingham County, Idaho, more particularly described as:

Beginning at a point that is S. 386.59 feet along the section line from the E1/4 corner of Section 20 and running thence W. 64.86 feet to the toe of a ditch; thence S. 31° 39' 35" W. 494.00 feet; thence S. 00° 09' 01" W. 251.65 feet; thence S. 01° 40' 30" W. 142.40 feet; thence N. 89° 28' 19" E. 328.98 feet along a fence line to the section line; thence N. 811.44 feet along the section line to the point of beginning. ALSO EXCEPTING county road.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises together with the appurtenances, unto the said Grantee.

IN WITNESS WHEREOF, the said Personal Representative has hereunto set her hand and year first above written.



KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

STATE OF IDAHO)

:SS

County of Bonneville

On this 16 day of December, 2005, before me, the undersigned Notary Public, in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

My comn exprs: 1-20-2011



Kellyanne Duncan
Notary Public in and for the
State of Idaho, residing at
Blackfoot therein

561600

FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his death, in and to the following described premises located in the County of Bingham, State of Idaho, described particularly as follows:

Part of Section 20, Township 2 South, Range 36 E.B.M., Bingham County, Idaho described as:

Beginning at a point S. 0° 49' E. 544 feet from the North quarter corner of said section; thence S. 0° 49' E. 794.5 feet; thence West 2664 feet; thence North 53.5 feet; thence North 48° East 100 feet, a distance perpendicular from the center of the Oregon Short Line Railroad a distance of 1088 feet; thence East 1815 feet to the point of beginning.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises together with the appurtenances, unto the said Grantee.

IN WITNESS WHEREOF, the said Personal Representative has hereunto set her hand and year first above written.



KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

STATE OF IDAHO)

County of Bingham) :SS

On this 16 day of December, 2005, before me, the undersigned Notary Public, in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

My cmn exprs: 1-20-2011



Kellyanne Duncan
Notary Public in and for the
State of Idaho, residing at
Blackfoot therein

561601

Parcel E (Hoff Rd)

DAVID N. PARMENTER
Attorney at Law
53 S. Shilling
PO Box 700
Blackfoot, ID 83221
(208) 785-5618

Attorney for Personal Representative

561597

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY
MAGISTRATE DIVISION

IN THE MATTER OF THE
ESTATE OF:

T. LYNN EVANS,

Deceased.

)
) Case No. CV 05-2893
)
) DEED OF PERSONAL
) REPRESENTATIVE
)
)
)

THIS INDENTURE, made this ___ day of _____, 2005, between, KATHLEEN EVANS,
Personal Representative of the Estate of T. LYNN EVANS, deceased, the Grantor, and KATHLEEN
EVANS, individual, of 297 N. 150 E., Blackfoot, Idaho, the Grantee.

WITNESSETH:

That whereas, pursuant to an order of the Magistrate Court of Bingham County, Idaho, in the
estate of the above-named deceased confirming on the Grantee the powers and authority granted to
Personal Representative under Section 15-3-715 of the Uniform Probate Code of the State of Idaho,
and

DEED OF PERSONAL REPRESENTATIVE - 05-281

1

RECORDED AT THE REQUEST OF
David N. Parmenter
PO Box 700
Blackfoot ID 83221
2005 DEC 19 AM 9:56
FILE 9-1667
Blackfoot ID 83221

SCANNED
JUN 01 2013

FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his death, in and to the following described premises located in the County of Bingham, State of Idaho, described particularly as follows:

Township 3 South, Range 32 E.B.M., Bingham County, Idaho Section 2: NE 1/4, except N. 30 feet for county road.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises together with the appurtenances, unto the said Grantee.

IN WITNESS WHEREOF, the said Personal Representative has hereunto set her hand and year first above written.


KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

STATE OF IDAHO)

County of Bingham) :ss

On this 14 day of December, 2005, before me, the undersigned Notary Public, in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

My com expires: 1.20.2011



Kellyanne Duncan
Notary Public in and for the
State of Idaho, residing at
Glatfelter therein

561597

Parcel E (Hoff Rd)

DAVID N. PARMENTER
Attorney at Law
53 S. Shilling
PO Box 700
Blackfoot, ID 83221
(208) 785-5618

Attorney for Personal Representative

561602

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR BINGHAM COUNTY
MAGISTRATE DIVISION

IN THE MATTER OF THE
ESTATE OF:

T. LYNN EVANS,

Deceased.

Case No. CV 05-2893

DEED OF PERSONAL
REPRESENTATIVE

THIS INDENTURE, made this ___ day of ____, 2005, between, KATHLEEN EVANS,
Personal Representative of the Estate of T. LYNN EVANS, deceased, the Grantor, and KATHLEEN
EVANS, individual, of 297 N. 150 E., Blackfoot, Idaho, the Grantee.

WITNESSETH:

That whereas, pursuant to an order of the Magistrate Court of Bingham County, Idaho, in the
estate of the above-named deceased confirming on the Grantee the powers and authority granted to
Personal Representative under Section 15-3-715 of the Uniform Probate Code of the State of Idaho,
and

DEED OF PERSONAL REPRESENTATIVE - 05-281

1

RECORDED AT THE REQUEST OF
David N. Parmenter
PO Box 700
Blackfoot ID 83221

2005 DEC 19 AM 9:56

FILED
9-10-07
2007

SCANNED

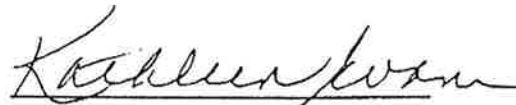
JUN 01 2010

FOR VALUE RECEIVED, the Grantor does hereby grant, bargain, sell and convey upon said Grantee, as above stated, all the right, title, interest and estate of the said deceased, at the time of his death, in and to the following described premises located in the County of Bingham, State of Idaho, described particularly as follows: *Parcel E*

Township 3 South, Range 32 E.B.M., Bingham County, Idaho Section 2: NE 1/4, except N. 30 feet for county road.

TO HAVE AND TO HOLD ALL and singular the above-mentioned and described premises together with the appurtenances, unto the said Grantee.

IN WITNESS WHEREOF, the said Personal Representative has hereunto set her hand and year first above written.



KATHLEEN EVANS
Representative of the Estate
of T. LYNN EVANS

STATE OF IDAHO)

County of Bingham :ss

On this 16 day of December, 2005, before me, the undersigned Notary Public, in and for said state, personally appeared KATHLEEN EVANS, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

My cmn exprs: 1-20-2011



Kellyanne Duncan
Notary Public in and for the
State of Idaho, residing at
Blackfoot therein

561602

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Water Rights: 27-7315

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party EVANS-EVANS
- ☐ I.C. § 42-222 transfer
 - ☐ point of diversion ☐ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: June 1, 2010


Signature of IDWR Representative

SCANNED

JUN 02 2010

CERTIFICATE OF MAILING

I certify that on June 2, 2010, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
T Lynn Evans
297 N 150 E
Blackfoot ID 83221

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
Kathleen Evans
297 N 150 E
Blackfoot ID 83221-0985

4. One copy to:

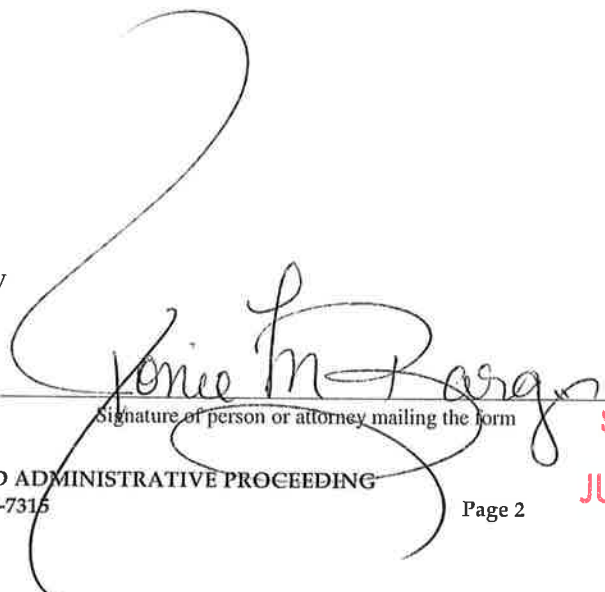
Each party in the subcase, or attorney of record:
Blackfoot Irrigation
Lynn Evans
T Lynn Evans
Represented by:
Jerry R Rigby
25 N 2nd E
PO Box 250
Rexburg ID 83440-0250

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDING
27-7315

6/1/2010

Page 2

SCANNED

JUN 02 2010

06/01/2010

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

RIGHT NUMBER: 27-7315

NAME AND ADDRESS: KATHLEEN EVANS
297 N 150 E
BLACKFOOT ID 83221

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 2.790 CFS
497.00 AFY

This right when combined with all other rights shall provide no more than .02
cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

PRIORITY DATE: 05/11/1982

POINT OF
DIVERSION:

T02S R36E S20 NESE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

4/01 11/01

2.790 CFS
497.00 AFY

PLACE OF USE: IRRIGATION in BINGHAM County

T02S R36E S20	NWNE	35.00	T02S R36E S20	SWNE	39.00
T02S R36E S20	NESE	32.00	T02S R36E S20	NWSE	36.00

142 ACRES TOTAL

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

SCANNED

JUN 02 2010

01/08/2004

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: 27-7315

T LYNN EVANS
297 N 150 E
BLACKFOOT ID 83221
Telephone Number: (208) 785-4827

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 Aug 22, 05

SIGNATURE: *Lynn Evans*

Please print your name: LYNN EVANS

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

RECEIVED
AUG 29 2005

Department of Water Resources
Eastern Region

KMT
8/29
evans

INTER-DEPARTMENT MEMO

TO: Barbara

SUBJECT: P04

FROM: Andy

DATE: 12/9/03

Please see adjustments on Spatial map. Please redo the shape and tell me the number of acres in each QQ. Then please return to me to finish Questions based on acres.

12-9-03

see drawing Bf

12/11/03 - Skip did the field exam in 1985, let's use his boundaries and recommend the 142 acres with the correct acres within each QQ.

() For your information

CB

signature

✓ - Create layout if ready for eCVR.

Mr. J. P. EVANS OBTAINED THIS R161 -
IN 1992 AS EVIDENCED BY
TRANSFER # 3984. NO ADD.
CLAIM HAD BEEN FILED BY
PREVIOUS OWNER - NO LATE
FEE WAS CHARGED -

ESV
12/10/92

Notes

8/15/03 Send the claimant a letter ~~to~~ and a copy of Spatial Dynamics map (with No. of acres). Ask him to please indicate the correct irrigated acres. ~~Is~~ Has the Poll changed? If so, when did it change. Provide evidence of change. Also, have him explain why the aerial photo doesn't show irrigation in the NWNE, SWNE & NESE of Section 20, T2S, R36E of the BM. If the land is in CRP then please provide a copy of the contract and a copy of the map with the acreage indicated

8-18-03 Ltr to claimant re Poll & acres. BT

9-29-03 Left a message on his machine. BT

10-10-03 Benjamin Anderson

Thain Lynn & Kathleen Evans

WD 3-2-83- 302594

contingency	400.00	2 S	36 E	Sec 20	
"	57.0 "	"	"	"	71558+
" "	18.0 "	2	"	"	T 1558
" "	12.0 "	2	36	20	1164

12/9/03. No response from letter requesting information. The 1987 Napp photography shows some of the land has been taken out of ~~the~~ production. Building have taken some of the property, therefore decrease the rate as needed for irrigated acres.

Contacts Data Entry Form

208.785-4827

Owner Type	Full Name	Address	City	State	Zip	Phone
------------	-----------	---------	------	-------	-----	-------

Current Owner T. Lynn Evans, 297 N 150E, Blackfoot, ID 83221

Name connector: and _____, or _____, and/or _____

Current Owner _____

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

Bingham Co assessors office

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Reviewer: CB

Date: 12/9/03

Claim Number: A27-07315

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: _____ Claimed Basis: _____

Recommended Priority Date: _____ Recommended Basis _____

☒ **Use Claimed Priority Date and Basis as Recommended Priority Date and Basis**

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

License

Reviewer: CB

Date: 8/15/03

Priority Date

Claim No. _____

1. Should this water use have been included in a later court decree of the water rights from this source? Yes ☐ No ☒
If Yes, go to 2
If No, go to 4
2. Was the owner or the owner's predecessor in interest of the place of use joined in the later decree? Yes ☐ No ☐
If Yes, go to 3a
If No, go to 4
- 3a. Is the date the decree was entered after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin. Go to 3b
If No, go to 4
- 3b. Do the facts support disallowing the claim, or recommending the claim as an enlargement or an expansion? Yes ☐ No ☐
If Yes, go to 11
If No, go to 4
4. Is the basis of claim a decree or license? Yes ☒ No ☐
If Yes, go to 5
If No, go to 7
5. Does the decree or license have a Priority Date? Yes ☒ No ☐
If Yes, go to 6
If No, Consult the attorney assigned to the Basin, go to 15
6. Did the Claimant claim the decreed or licensed Priority Date? Yes ☒ No ☐
If Yes, recommend the Priority Date claimed. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
If No, Obtain an amended claim if necessary. If questions 1. and 2. were both answered yes, consult attorney. Go to 15
7. Is the basis of claim a Permit or Application? Yes ☐ No ☐
If Yes, go to 10e
If No, go to 8
8. Is the basis of claim a posted notice? Yes ☐ No ☐
If Yes, consult the attorney assigned to the Basin, go to 15
If No, go to 9
9. Is the Priority Date claimed after the date a permit is required for the source and the water use? Yes ☐ No ☐
If Yes, go to 11
If No, go to 12
- 10e. Will the license be issued prior to filing the Director's Report? Yes ☐ No ☐
If Yes, recommend the Priority Date shown on the license, go to 15
If No, recommend the Priority Date shown on the Permit. All other elements should be recommended as shown on the Permit. Add Condition Code A01 to the Recommendation, go to 15
11. Is the claim for an expansion or enlargement under 42-1416B or 42-1426? Yes ☐ No ☐
If Yes, go to 12
If No, disallow with condition P01.
12. Does the claim file contain sufficient evidence of Priority Date? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, Request additional evidence of Priority Date, go to 13
13. Has additional evidence of priority date been submitted? Yes ☐ No ☐
If Yes, recommend the date supported by the evidence submitted, go to 15
If No, recommend a Priority Date based on available evidence if possible. If some of the claimed water uses can be recommended with the Priority Date supported by the evidence, then do so, go to 14
14. Can any portion of the claim be recommended as a valid water right? Yes ☐ No ☐
If Yes, go to 15
If No, disallow with condition P01.
15. Is the basis of claim coded correctly? Yes ☒ No ☐
If Yes, go to 16
If No, Enter the appropriate basis of claim. *verify license*
16. Is a Priority Date remark and/or condition required? Yes ☐ No ☒
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.

Point of Diversion and Source Data Entry FormClaim Number: A27-07315

Water Right Point of Diversion: T____, R____, Sec. _____, _____, _____, _____ County: _____

Source: _____ Tributary: _____

Claimed Point of Diversion: T____, R____, Sec. _____, _____, _____, _____ County: _____

Source: _____ Tributary: _____

Recommended Point of Diversion: T____, R____, Sec. _____, _____, _____, _____ County: _____

Source: _____ Tributary: _____

☒ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						

Other rights from this POD? _____

Document how the POD and Source were verified and/or Pump and Motor data:

Lucas

Transfers Changing POD noReviewer: CBDate: 8/15/03

Point of Diversion

Claim No. _____

1. Is the basis of claim a Decree or License?

Yes (X) No ()

If Yes, go to 4

If No, go to 2

2. Is the basis of claim a Permit or Application?

Yes () No ()

If Yes, go to 3

If No, go to 6

3. Has the License been issued?

Yes () No ()

If Yes, go to 5

If No, recommend the POD as shown on the Permit. Go to 10

4. Does the parent right have a POD?

Yes (X) No ()

If Yes, go to 5

If No, go to 6

5. Can the claimed POD be verified using the water right file?

Yes (X) No ()

If Yes, recommend the POD as shown in the water right file. Go to 10

If No, go to 6

6. Is there evidence that there has been a change in the POD?

Yes () No ()

If Yes, go to 7

If No, go to 9

7. Can the change be verified as an accomplished transfer?

Yes () No ()

If Yes, add condition C03, go to 9

If No, Notify claimant that a transfer is necessary before the claimed POD can be recommended. Go to 8

8. Was a transfer filed?

Yes () No ()

If Yes, recommend the POD as shown on the approved transfer. Go to 10

If No, go to 9

9. Does the file contain all of the necessary information to verify the POD?

Yes () No ()

If Yes, recommend the POD as it existed on 11-19-1987. Describe how the POD was verified. Go to 10

If No, collect the necessary information. Conduct field exam if necessary. Recommend the POD as it existed on 11-19-1987. Go to 10

10. Is a POD remark and/or condition required?

Yes () No (X)

If Yes, enter the appropriate remark and/or condition. POD review is complete

If No, POD review is complete.

SourceClaim No.

1. Is the basis of claim a Decree or License?

If Yes, go to 4

If No, go to 2

Yes (☒) No (☐)

2. Is the basis of claim a Permit or Application?

If Yes, go to 3

If No, go to 6

Yes (☐) No (☐)

3. Has the License been issued?

If Yes, go to 5

If No, recommend the Source as shown on the Permit. Go to 11

Yes (☐) No (☐)

4. Does the parent right have a Source?

If Yes, go to 5

If No, go to 7

Yes (☒) No (☐)

5. Can the claimed Source be verified using the water right file?

If Yes, recommend the Source as shown in the water right file. Go to 11

If No, go to 7

Yes (☒) No (☐)

6. Is the basis of claim a Posted Notice?

If Yes, consult the attorney assigned to the basin. Go to 7

If No, go to 7

Yes (☐) No (☐)

7. Is there evidence that there has been a change in the Source?

If Yes, go to 8

If No, go to 10

Yes (☐) No (☐)

8. Can the change be verified as an accomplished transfer?

If Yes, add condition C02, go to 10

If No, Notify claimant that a transfer is necessary before the claimed Source can be recommended. Go to 9

Yes (☐) No (☐)

9. Did the claimant file a transfer?

If Yes, recommend the Source as shown in the transfer. Go to 11

If No, go to 10

Yes (☐) No (☐)

10. Does the file contain all of the necessary information to verify the Source?

If Yes, recommend the Source as it existed on 11-19-1987. Go to 11

If No, collect the necessary information. Recommend the Source as it existed on 11-19-1987. Go to 11

Yes (☐) No (☐)

11. Is a Source remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. Source review is complete.

If No, Source review is complete.

Yes (☐) No (☒)

Purpose of Use Data Entry Form

Claim Number: 127-07315☒ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Document how the Purpose of Use was verified:

license, 1987/88 NAPP photography

Transfers Changing Purpose of Use noReviewer: CBDate: 8/15/03

Purpose of Use

Claim No. 7

1. Is the basis of claim a Decree or License?

Yes ☒ No ☐

If Yes, go to 4

If No, go to 2

2. Is the basis of claim a Permit or Application?

Yes ☐ No ☐

If Yes, go to 3

If No, go to 6

3. Has the License been issued?

Yes ☐ No ☐

If Yes, go to 5

If No, recommend the Purpose(s) of Use as shown on the Permit. Go to 13

4. Does the parent right have a Purpose of Use?

Yes ☒ No ☐

If Yes, go to 5

If No, go to 6

5. Can the claimed Purpose of Use be verified using the water right file?

Yes ☒ No ☐

If Yes, recommend the Purpose(s) of Use that is (are) claimed and shown in the water right file. Go to 13

If No, go to 6

6. Is there evidence that there has been a change in the Purpose of Use?

Yes ☐ No ☐

If Yes, go to 7

If No, go to 11

7. Can the change be verified as an accomplished transfer?

Yes ☐ No ☐

If Yes, add condition C04, go to 11

If No, go to 8

8. Does the change include an enlargement of the Purpose of Use?

Yes ☐ No ☐

If Yes, describe the evidence that supports that there has been an enlargement in the Purpose of Use. Go to 9

If No, Describe the evidence that supports the change occurred after 11-19-1987. Notify claimant that a transfer is necessary before the claimed Purpose(s) of Use can be recommended. Go to 12

9. Was an enlargement claim filed?

Yes ☐ No ☐

If Yes, go to 11

If No, Notify claimant that an enlargement claim is necessary. Go to 10

10. Did the claimant file an enlargement claim?

Yes ☐ No ☐

If Yes, go to 11

If No, recommend only the Purpose(s) of Use that existed on the date established as the priority date of this right. Go to 13

11. Does the file contain all of the necessary information to verify the Water Use?

Yes ☐ No ☐

If Yes, recommend the Purpose(s) of Use in existence on 11-19-1987. Go to 13

If No, collect the necessary information. Conduct field exam if necessary. Recommend the Purpose(s) of Use in existence on 11-19-1987. Go to 13

12. Did the claimant file a transfer?

Yes ☐ No ☐

If Yes, recommend the Purpose(s) of Use shown on the approved transfer. Go to 13

If No, recommend only the Purpose(s) of Use in existence on 11-19-1987. Go to 13

13. Is a Purpose of Use remark and/or condition required?

Yes ☐ No ☒

If Yes, enter the appropriate remark and/or condition. Purpose of Use review is complete.

If No, purpose of Use review is complete.

Place Of Use Data Entry Form

Claim Number: A27-07315☒ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres 142

See spatial map.

update PLS/acres

Document how the POU was verified:

Changed? Sending claimant a letter to find out if the Spatial Dynamic boundaries are incorrect.

- Some of the acres have been taken out of production per 1987 NAPP photography recommending acres per photo. No response from photo, recommending POU per photo. Since Skip went out in 1985, recommending POU as he noted in his field exam.

Transfers Changing POU noReviewer: CBDate: 12/9/03

Place of Use

Claim No. _____

1. Is the basis of claim a Decree or License?

If Yes, go to 2a
If No, go to 2bYes (☒) No (☐)

2a. Is a POU required?

If Yes, go to 5
If No, go to 14Yes (☒) No (☐)

2b. Is a POU required?

If Yes, go to 3
If No, go to 14Yes (☐) No (☐)

3. Is the basis of claim a Permit or Application?

If Yes, go to 4
If No, go to 7Yes (☐) No (☐)

4. Has the License been issued?

If Yes, go to 6
If No, recommend the POU as shown on the Permit. Go to 14Yes (☐) No (☐)

5. Does the parent right have a POU?

If Yes, go to 6
If No, go to 7Yes (☒) No (☐)

6. Can the claimed POU be verified using the water right file?

If Yes, recommend the POU as shown in the water right file. Go to 14
If No, go to 7Yes (☒) No (☐)

7. Is there evidence that there has been a change in the POU?

If Yes, go to 8
If No, go to 13Yes (☐) No (☐)

8. Can the change be verified as an accomplished transfer?

If Yes, add condition C05, go to 13
If No, go to 9Yes (☐) No (☐)

9. Does the change include an enlargement of the POU?

If Yes, describe the evidence that supports that there has been an enlargement in the POU. Go to 10
If No, describe the evidence that supports the change occurred after 11-19-1987. Notify claimant that a transfer is necessary before the claimed POU can be recommended. Go to 12Yes (☐) No (☐)

10. Was an enlargement claim filed?

If Yes, go to 13
If No, notify claimant that an enlargement claim is necessary. Go to 11Yes (☐) No (☐)

11. Did the claimant file an enlargement claim?

If Yes, go to 13
If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13Yes (☐) No (☐)

12. Was a transfer filed?

If Yes, recommend the POU as shown on the approved transfer. Go to 14
If No, recommend the POU as it existed on of 11-19-1987. The size of the POU is limited to the size that existed on the date established as the priority date of this right. Go to 13Yes (☐) No (☐)

13. Does the file contain all of the necessary information to verify the POU?

If Yes, go to 14
If No, collect the necessary information. Conduct field exam if necessary. Go to 14Yes (☐) No (☐)

14. Is a POU remark and/or condition required?

If Yes, enter the appropriate remark and/or condition. POU review is complete.
If No, POU review is complete.Yes (☐) No (☒)

Period of Use and Quantity Data Entry FormClaim Number: A27-07315☒ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation				

Overall Diversion Rate _____ Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

License

Reviewer: CBDate: 8/15/03

Period of Use

Claim No. _____

1. Is the basis of claim a Decree or License?
If Yes, go to 4
If No, go to 2
Yes (☒) No (☐)
2. Is the basis of claim a Permit or Application?
If Yes, go to 3
If No, go to 6
Yes (☐) No (☐)
3. Has the License been issued?
If Yes, go to 5
If No, recommend the Period of Use as shown on the Permit. Go to 18
Yes (☐) No (☐)
4. Does the parent right have a Period of Use?
If Yes, go to 5
If No, go to 6
Yes (☒) No (☐)
5. Can the claimed Period of Use be verified using the water right file?
If Yes, go to 14
If No, go to 6
Yes (☒) No (☐)
6. Is there evidence that there has been a change in the Period of Use?
If Yes, go to 7
If No, go to 12
Yes (☐) No (☐)
7. Does the change include an enlargement in the Period of Use?
If Yes, go to 9
If No, go to 8
Yes (☐) No (☐)
8. Can the change be recommended as an accomplished transfer?
If Yes, add Condition C10. Describe the evidence that supports the change occurred after 11-19-1987. Go to 12
If No, notify claimant that a transfer is necessary. Go to 11
Yes (☐) No (☐)
9. Was an enlargement claim filed?
If Yes, go to 12
If No, notify claimant that an enlargement claim is necessary. Go to 10
Yes (☐) No (☐)
10. Did the claimant file an enlargement claim?
If Yes, go to 12
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
Yes (☐) No (☐)
11. Was a transfer filed?
If Yes, go to 14
If No, recommend the Period of Use as it existed on 11-19-1987, subject to completing the review. Go to 12
Yes (☐) No (☐)
12. Does the file contain all of the necessary information to verify the Period of Use?
If Yes, go to 13
If No, collect the necessary information. Conduct field exam if necessary. Go to 13
Yes (☐) No (☐)
13. Is the basis of claim a decree, license or a transferred beneficial use right that has had the Period of Use administratively determined?
If Yes, go to 14
If No, go to 15
Yes (☐) No (☐)
14. Is irrigation claimed as a purpose of use?
If Yes, go to 16
If No, recommend the Period of Use of the parent right. Go to 18
Yes (☒) No (☐)
15. Is irrigation claimed as a purpose of use?
If Yes, recommend the "standard" Period of Use for the location of the POU. Go to 18
If No, the Period of Use is usually recommended as claimed. Go to 18
Yes (☐) No (☐)
16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards?
If Yes, go to 17
If No, recommend the Period of Use of the parent right. Go to 18
Yes (☐) No (☒)
17. Was the Period of Use shortened by a Transfer to a "standard" Period of Use that is shorter than the current standard Period of Use?
If Yes, recommend the current standard Period of Use if the Period of Use of the parent right prior to the transfer was not established, equal to, or longer than the current standard. If the Period of Use of the parent right prior to the transfer was shorter than the current standard, recommend the Period of Use of the parent right and add the appropriate shoulder remark. Consult attorney assigned to the Basin if the Period of Use was an element transferred. Go to 18
If No, recommend the Period of Use of the parent right. Add appropriate shoulder remark. Go to 18
Yes (☐) No (☐)
18. Is a Period of Use remark and/or condition required?
If Yes, enter the appropriate remark and/or condition. Period of Use review is complete.
Yes (☐) No (☒)

QuantityClaim No. -

1. Is the basis of claim a Decree or License?

Yes (☒) No (☐)

If Yes, go to 4

If No, go to 2

2. Is the basis of claim a Permit or Application?

Yes (☐) No (☐)

If Yes, go to 3

If No, go to 6

3. Has the License been issued?

Yes (☐) No (☐)

If Yes, go to 5

If No, recommend the Quantity shown on the Permit. Go to 11

4. Does the parent right have a diversion rate and/or volume?

Yes (☒) No (☐)

If Yes, go to 5

If No, go to 7

5. Can the claimed diversion rate and/or volume be verified using the water right file?

Yes (☒) No (☐)

If Yes, go to 8

If No, go to 7

6. Is the basis of claim a posted notice?

Yes (☐) No (☐)

If Yes, consult the attorney assigned to the Basin. Go to 7

If No, go to 7

7. Is a flow measurement required?

Yes (☐) No (☐)

If Yes, attach all related measurement documents. Describe the flow measurement that was made. Go to 9

If No, describe why a flow measurement is not required. Go to 9

8. Does the parent right have an annual diversion volume limit?

Yes (☒) No (☐)

If Yes, go to 10

If No, go to 9

9. Is the source Ground Water and does the purpose of use require a diversion volume limit?

Yes (☐) No (☐)

If Yes, go to 10

If No, go to 11

10. Is irrigation a purpose of use?

Yes (☒) No (☐)

If Yes, view the map of field irrigation requirements. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

If No, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

11. Has a diversion volume limit for this water use been established by a decree, license or transfer?

Yes (☐) No (☐)

If Yes, recommend an annual diversion volume. Show the calculation of the annual diversion volume or describe how the annual diversion volume was determined. Go to 12

If No, go to 12

12. Is a Quantity remark and/or condition required?

Yes (☒) No (☐)

If Yes, enter the appropriate remark and/or condition. Quantity review is complete.

If No, quantity review is complete.

Summary

Claim No. _____

1. Is the basis of claim a Decree, License, Permit, Application or Posted Notice?

Yes (☒) No (☐)

If Yes, go to 2

If No, go to 3

2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?

Yes (☒) No (☐)

If Yes, consult the attorney assigned to the Basin. Document the period of time the right or portion of the right was not used. Go to 4

If No, status will be set as Active. Go to 5

3. Is the water being used for all of the purposes claimed and to the extent claimed?

Yes (☐) No (☐)

If Yes, status will be set as Active. Go to 5

If No, consult the attorney assigned to the Basin. Recommend only the uses found and limit the elements of those uses to the extent of the beneficial use found. Go to 4

4. Is any portion of the claim being recommended?

Yes (☒) No (☐)

If Yes, status will be set as Active. Go to 5

If No, claim will be disallowed. Enter the appropriate condition code. Status will be set as Disallowed. Go to 5

5. Is an additional remark and/or condition required?

Yes (☒) No (☐)

If Yes, enter the appropriate remark and/or condition. Go to 6

If No, go to 6

6. Would you like to view the recommended right?

Yes (☒) No (☐)

If Yes, go to 7

If No, the review is incomplete. The recommendation must be viewed to complete the review.

7. Is this a "split" or "combined" right?

Yes (☐) No (☒)

If Yes, go to the Update Pedigree Process in Workflow when the review is complete. Do any necessary data entry. Go to 8

If No, go to 8

8. Do you have documents you would like to attach or link to the file?

Yes (☐) No (☒)

If Yes, go to PowerDOCS and profile the documents. Go to 9

If No, go to 9

9. Would you like to set the verification date?

Yes (☒) No (☐)

If Yes, the review is complete.

If No, the review is incomplete. The recommendation must be verified to complete the review.

Claim No.: _____

Summary Data Entry Form

Remarks and Conditions (Include Type, Category and Code if applicable):

C18 Gen Cond

R30 Qty Cond.

~~C05~~

Split or Combined Right Analysis:

None

Attached Field Notes or Other Documents:

Claim No.:

27-7315

Reviewer

CB

Date

12/11/03

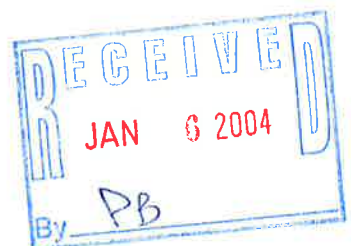
Dec 26, 03

Dear Cindy;

Please find enclosed the map you sent me with a correction of boundary on the NESE. The total should be 142 Acres with another 5 Acres in the above mentioned quarter section.

I apologize for the delay in returning this to you. It was misplaced with caral company letters. Thanks.

Sincerely
Lynn Evans





State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

18 August 2003

T. Lynn Evans
297 North 150 East
Blackfoot, ID 83221

Re: Water Rights Claim #A27-07315
Subject: Discrepancies in Place of Use & Total Acres

Dear Claimant(s):

Our office is in the process of reviewing the above referenced claim filed by you in 1989. There are some points that need clarification before the claim can be finalized.

I am enclosing a copy of an areal map shows a total of 137 acres. This total does not match the number of acres sited in the claim, which is 142 acres. If the place of use of the water has changed, please provide evidence of that change together with the date the change was made. Please indicate the correct irrigated acreage on the map and return to the address above.

The areas in red indicate irrigated acres. Parts of the NWNE, SWNE and NESE quarter-quarter sections are not irrigated. Please indicate the correct total of irrigated acres. If parts of these quarter-quarter sections are in CRP, please provide a copy of the contract and a copy of the map with the acreage indicated.

Please call me at 547-3993 if you have any questions. If we do not hear from you by September 18, 2003, this claim may be disallowed.

Sincerely,

Cindy E. Bird
Adjudication Agent

CEB/bjp
Enclosure

SCANNED

JUL 20 2001

Log for claim 27-07315

Spatial Dynamics BTD

1/2/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s36e	20	NESE	32	28	
02s36e	20	NWSE	36	35	
02s36e	20	NWNE	35	34	
02s36e	20	SWNE	39	40	
Totals:			142	137	

AJ5809NP
No. A27-07315

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 133

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	T LYNN EVANS 297 N 150 E BLACKFOOT ID 83221 (208) 785-4827	05/11/1982	IRRIGATION	04-01 11-01	2.790 CFS	497.00 AFA
TOTAL DIVERSION:					2.790 CFS	497.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T02S R36E S20

NESE

BINGHAM County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE										
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	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	:	SUM
02S	36E	20	:			35		39	:					:			32		36						:	142.0
																							TOTAL ACRES		142.0	

POU County: BINGHAM

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

27-10407 27-11733 27-11734 A27-10407 A27-11733

Other Water Rights Listing Overlapping Place(s) of Use:

A01-00001J A01-00298

Conditions of Approval:

R30 - This right when combined with all other rights shall provide no
- more than .02 cfs per acre nor more than 3.5 afa per acre for
- irrigation of the lands above.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

Audit: 05/03/89 SCHULD 01/17/95 JTHOMPSO 03/29/95 POST-STD

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 27-7315

Priority: May 11, 1982

Amount:

2.79 CFS

497.0 AFA

This is to certify, that T. LYNN EVANS
RT. 6 BOX 164
BLACKFOOT, ID 83221

has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated May 11, 1982, and has submitted proof to the Department of Water Resources on March 5, 1984, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of 2.79 cfs of water from a **GROUNDWATER** source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>				
Irrigation	04/01 to 11/01	2.79 cfs	497.0 afa				
<u>LOCATION OF POINT OF DIVERSION(S):</u>		NESE , Sec. 20, Township 2S, Range 36E Bingham County					
<u>PLACE OF USE:</u> Irrigation							
<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
2S	36E	20	NWNE 35	SWNE 39	NESE 32	NWSE 36	142
Total number of acres irrigated:							142

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 24TH day of SEPTEMBER, 1987.

MICROFILMED

SEP 29 1987

Acting for the Director

[Signature]

27-7315

Department of Water Resources
Permit No. 27-7313

Phone No. 785-4827

- | Twp. | Rge. | Sec. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | Totals |
|------|------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|--------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
| 2S | 36E | 20 | | 35 | 39 | | | | | | | | | | 32 | 36 | | 142 | |
| | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | Total Acres | 142 |

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

RECEIVED

27-7315
Permit No.

JAN 13 1986

1. Measurement Calculations

Department of Water Resources

- a) Field Measurement Calculations (Include theoretical capacities and system capacity)

$$32 \text{ "meter reading} \times 0.968 \text{ correct. Factor} = 30.976 \text{ "}$$

$$(7.75 \text{ "ID})^2 \times 1.85 \times \sqrt{30.976} = 1286.99 \text{ gpm or } \underline{\underline{2.867 \text{ cfs}}}$$

142 ac. $\times$ 0.02 cfs = 2.84 cfs
allow capacity (as shown on
annular measurement tables)
of 2.79 cfs -

- b) Volume Calculations for Irrigation:

$$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 142 \text{ acres} \times 3.5 \text{ cfs} = 497 \text{ afa}$$

$$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 2.87 \text{ cfs} \times 214 \text{ d.} \times 1.9835 = 1218$$

$$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = \underline{\underline{497 \text{ afa}}}$$

- c) Volume Calculations for Other Uses:
- $V_{DR} @ 2.79 \text{ cfs} = 1184.3 \text{ AFA}$
-
- allow 497.0 AFA

2. Overlap Review

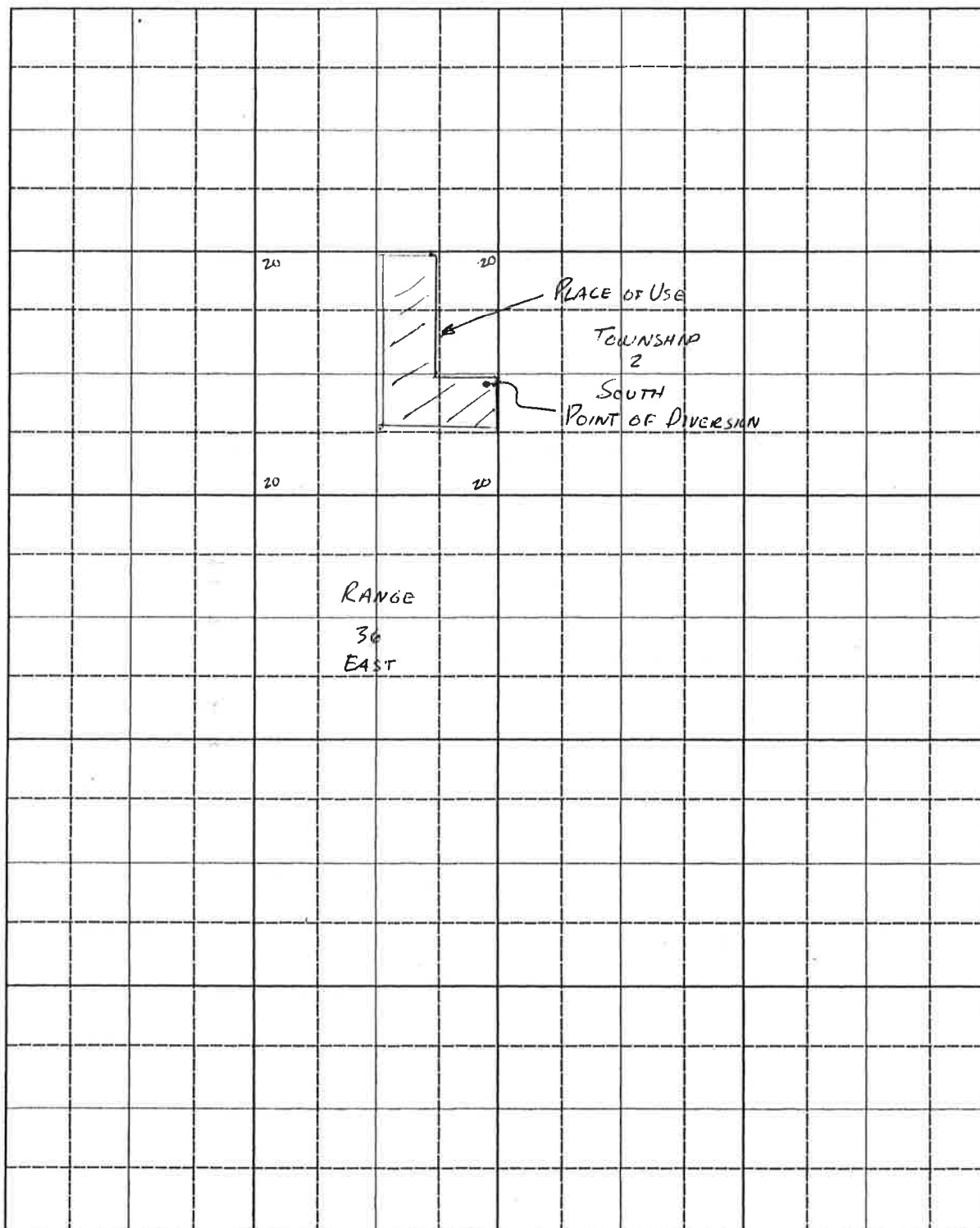
- a) Other water rights with same place of use: None (groundwater) but shares in
Canal - 01-0001 I, 01-0298
- b) Other water rights with same point of diversion: None ✓
- c) Analysis:

~~R16 (3.5)~~ R30

MICROFILMED

SEP 29 1987

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

RECORDED

Lynn Evans
(Applicant)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. _____

27 7315

To appropriate the public waters of the State of Idaho

APPROVED

1. Name of applicant T. LYNN EVANS Phone 785-4827

Post office address Rt. #6, Box 164 Blackfoot, Idaho 83221

2. Source of water supply GROUNDWATER which is a tributary of _____

3. Location of point of diversion is NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 20 Township 2S

Range 36E B.M. Bingham County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 3.20cfs for Irrigation purposes from 4/1 to 11/1 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 3.20cfs cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Well, pump & sprinkler system

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is 16 inches; proposed depth of well is 80' feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____

Range _____ B.M.

(2) Amount of power to be generated: _____ horsepower under _____ feet of head.

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____

(5) If water is to be used for other purposes describe: _____

[illegible]

9. a. Who owns the property at the point of diversion APPLICANT

b. Who owns the land to be irrigated or place of use APPLICANT

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks _____

Proposed Priority 5/11/1982

Received by S.M. Date 5/10/82 Time 11:15 AM
Preliminary check by KCW Fee \$ 105.00
Received by S/M Date 5-11-82 # 22254
Publication prepared by BP Date 5-13-82
Published in Blackfoot News
Publication dates 5-20; 5-27-1982
Publication approved KCW Date 6-03-82
Protests filed by: None

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by EMC RC

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 27-7315, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before June 1, 19 87.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other: Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 22nd day of June, 1982.

A. Glen Saxton
Chief, Operations Bureau

RECEIVED

3.	Permit No.	Priority	Amount	App. Date	Date Proof Submitted	System Capacity
	27-7315	5-11-1982	2.79 cfs	5-11-1982	3-5-1984	2.79 cfs

4. Permit Holder: T. Lynn Evans

Address: Rt. 6, Box 164, Blackfoot, ID 83221

5. Source: gw tributary to ✓

6. Beneficial Use

	Period of Use From	To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
<u>Irrigation ✓</u>	<u>4-1 ✓</u>	<u>11-1 ✓</u>	<u>~~2.87~~ 2.79 cfs</u>	<u>497.0 AFA</u>

Allowable Maximums: ~~2.87~~ 2.79 cfs 497.0 afa ✓

[illegible][illegible]

R30

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

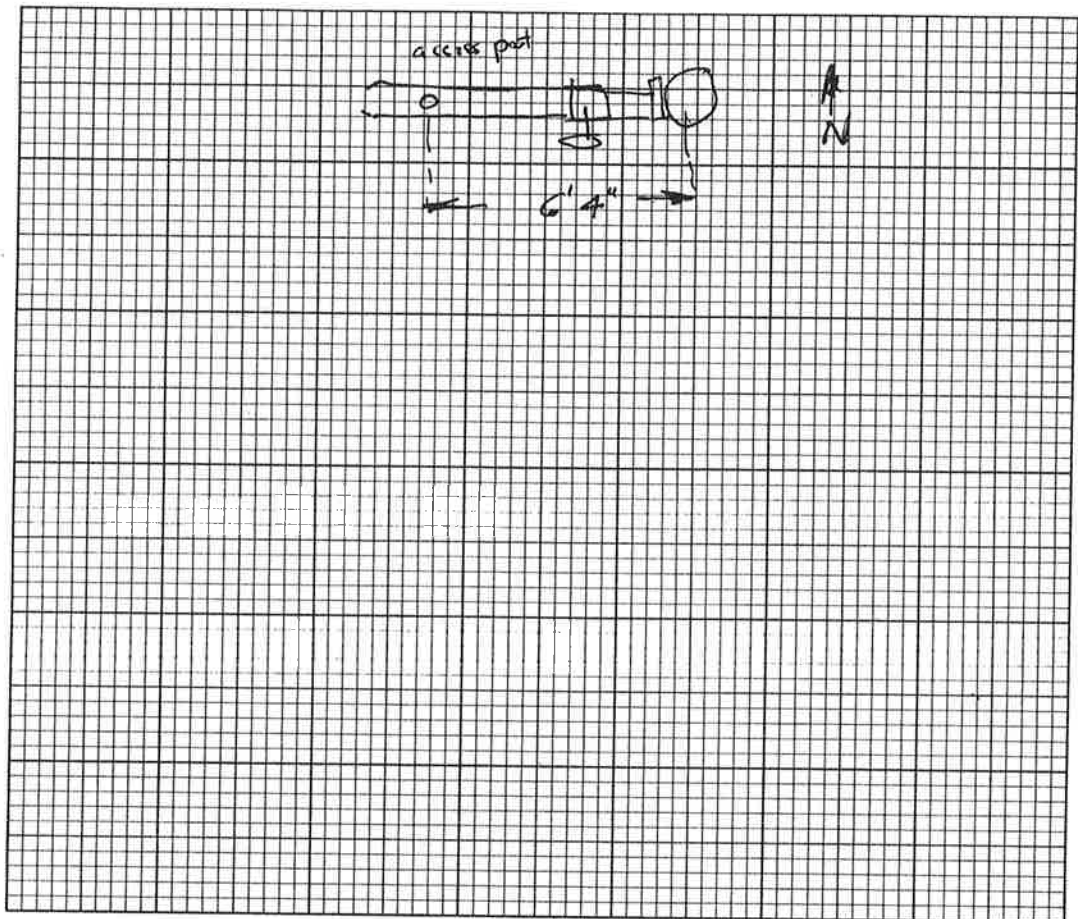
11. Examiner's Signature Harold W. Jones
Checked in Regional Office by Gary Spickman
Approved in State Office by Ray Walker

Date 4-12-85
Date 1-2-85
Date 7-21-1987

FILED
SEP 29 1981

10. Other water rights on these lands Center Branch Canal Comp
11. Other water right diverted from same p.d. None

12. **Diversion and Delivery System Diagram:** Indicate all major components and distances between components. Indicate ditch size/pipe i.d. as applicable. Indicate on systems with measurement port the distance between the port and the nearest component/pipe bend/restriction both upstream and downstream, and the inside pipe diameter at the measurement port. On multiple diversion systems indicate how diversion systems are connected.



13. ☐ Photo of Diversion & System Attached ☒ Aerial Photo of Place of Use Attached or Map of Irrigated Acreage Attached

14. Remarks _____

15. Recommended Amendments
☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

16. Examiner's/Consultant's Signature H.W. Jones Date 4-12-85
Consultant's License Number _____
IDWR Director's Authorization to Conduct
Beneficial Use Examination _____

Date _____
RECEIVED
SEP 20 1987
CONSULTANT SEAL

21-1515

R36E

18 17
19 20

C.
18.0

D-14
14-D

B. A.
14.4 14.7

D.
12.2

D-94

D-171

A.
22.7

(35)

B.
24.5

C.
9.8

B.
16.1

C.
35.8

D.
25.9

PD?

D-166

D-169

B.
2.5

(36)

(32)

D.
5.0

E.
11.2

F.
3.7

A.
3.6

14.7

40.9

D-177

A.
15.2

30

D-168

D-165

B.
8.4

6.2

11.7

B.
9.5

D.
17.2

G.
5.7

F.
1.5

SEP 29 1987

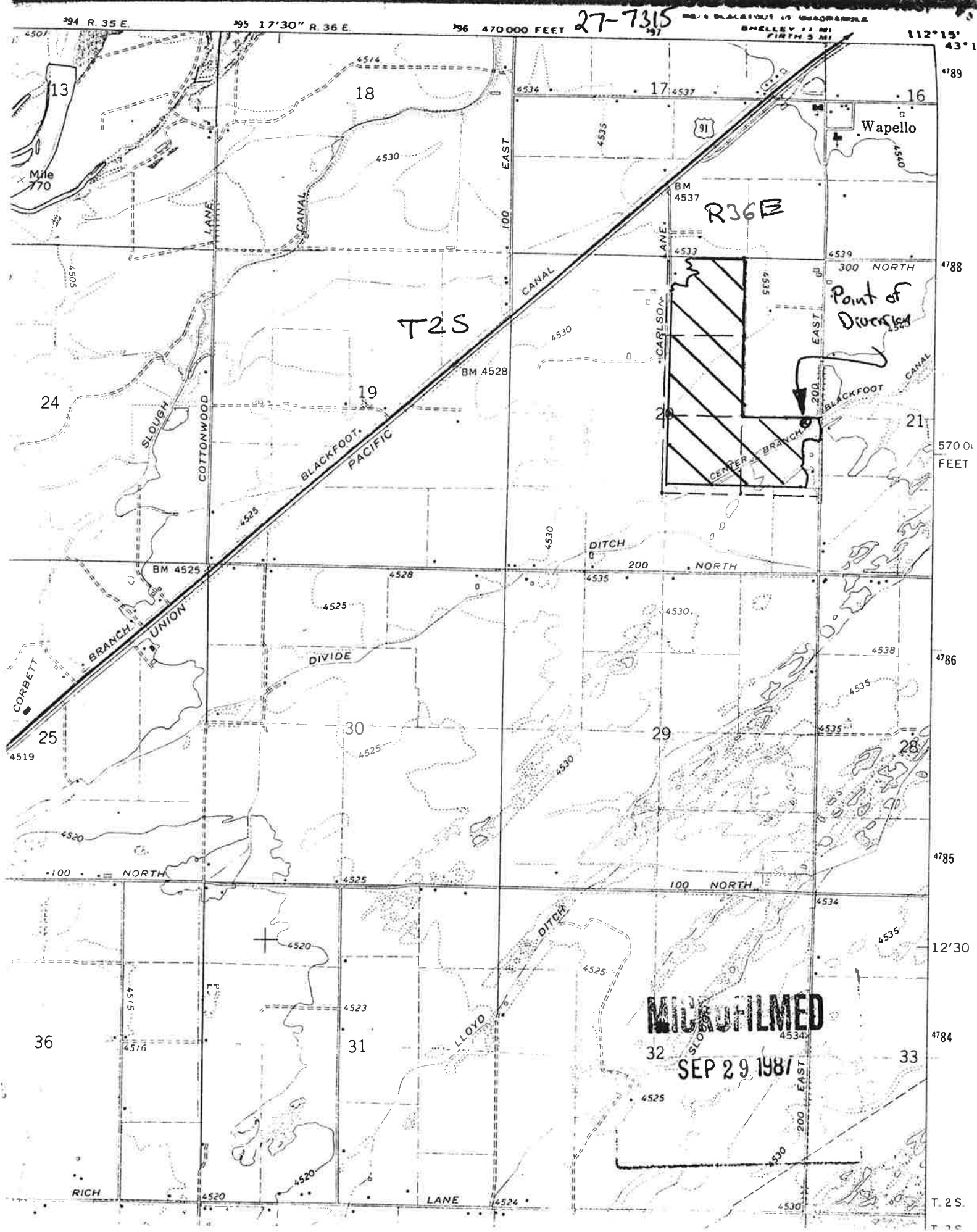
B.
5.6

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203-D

NOT TO SCALE



JUL 20 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: A27-07315

Date Received: 5/03/1989

Receipt No: E007684

Received By: _____

RECEIVED

MAY 18 1989

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: T. LYNN EVANS 208-785-4827
Address: 297 N 150 E
BLACKFOOT, ID 83221

2. Date of Priority: MAY 11, 1982

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	36E	20		NE	SE		BINGHAM

5. Description of diverting works:
80' WELL W/ 16" CASING AND 75 HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.790		497.00

7. Total Quantity Appropriated is:
2.790 C.F.S. (and/or) 497.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	36E	20	NW	NE		IRR	35.0
			SW	NE		IRR	39.0
			NE	SE		IRR	32.0
			NW	SE		IRR	36.0

Section Acres 142.0

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Date: 05/03/89

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NOV 12 1992

10. Place of Use: Continued

Total Acres 142.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used: 3 SHARES OF BLACKFOOT IRRIGATION
CANAL COMPANY WATER.

14. Remarks:

15. Basis of Claim: LICENSE

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):

Lynn Evans Date: May 3, '89
Laurie Evans Date: May 3, 1989

State of Idaho)

County of Bingo)

SS.

Subscribed and sworn (or affirmed) before me this 3 day

of May 19 87

John Del Corral
Notary Public

Seal

Residing at Bois Id

My Commission Expires 4/2/91