

03/05/2004

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

RIGHT NUMBER: 27-11730

NAME AND ADDRESS: BRENT STEFFLER
625 N 800 E
FIRTH ID 83236

NAOMI CHRISTENSEN
% RENN CHRISTENSEN
909 EAST 1000 NORTH
SHELLEY ID 83274

KEN J WIXOM
260 W 300 N
BLACKFOOT ID 83221

SOURCE: RAWLINS CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF DIVERSION:

T03S R39E S15 NESWNE Begin of Stream Flow Within BINGHAM County

T03S R39E S15 SESWNE End of Stream Flow Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	05/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER Within BINGHAM County

T03S R39E S15 SWNE

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.

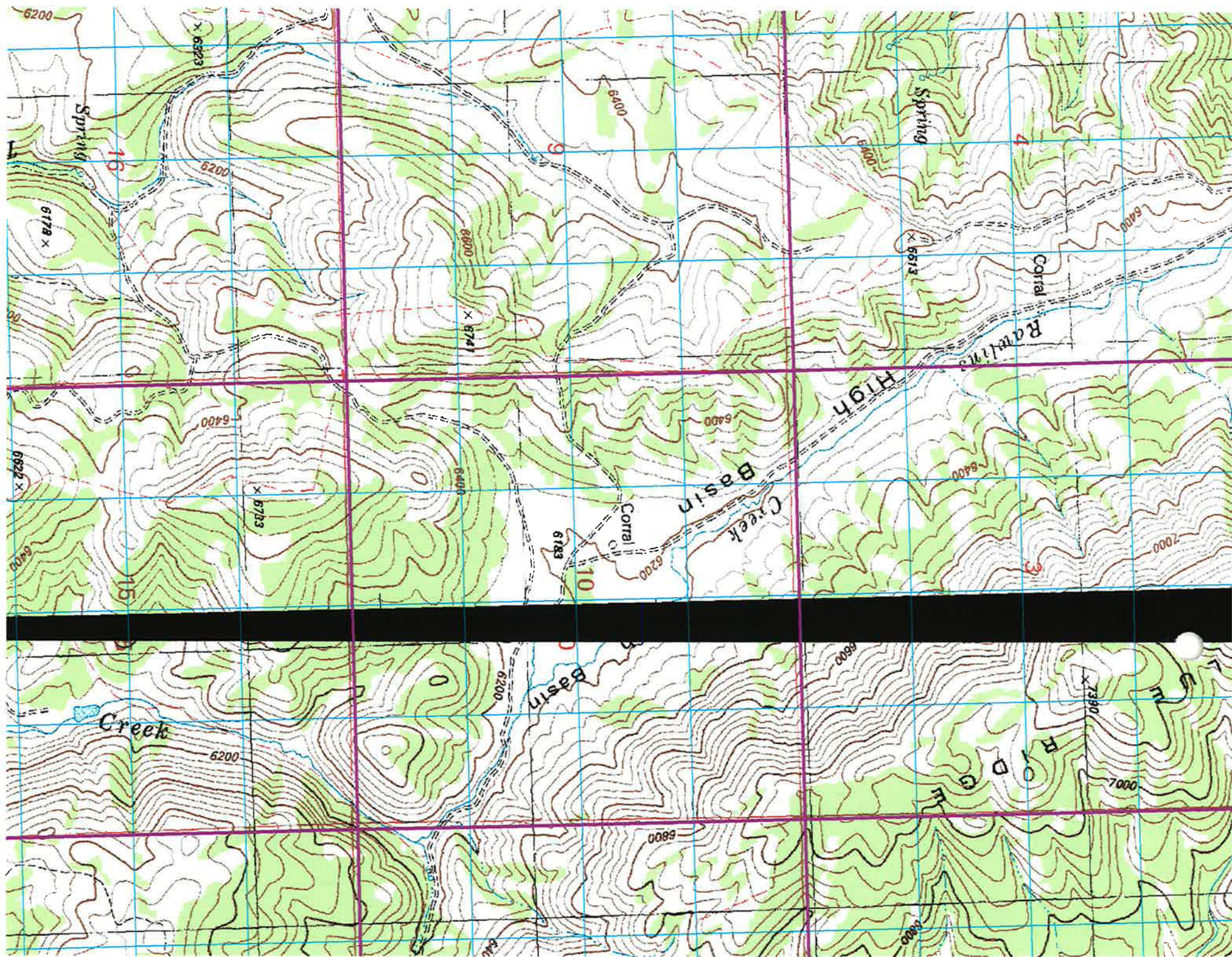
The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: **Beneficial Use**

Water Right 27-11730

1

SCANNED
MAY 26 2006





State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

June 29, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

THE BANK OF COMMERCE
C/O WESTERN AGCREDIT
10980 SOUTH JORDAN GATEWAY
PO BOX 95850
SOUTH JORDAN UT 84095-0850

RE: Security Interest in a Water Right 27-2048, 27-11728, 27-11729, 27-11730
& 27-11996

Dear The Bank of Commerce:

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

Also, please note that Section 42-248, Idaho Code, requires 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 this office if you have any questions regarding this matter.

Sincerely,

Bobby Kern
Office Specialist II

Enclosure(s)

cc Wixom, Ken J.

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JUL 23 2009

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): 27-2048, 27-11730, 27-11729, 27-11728, 27-11996

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:

The Bank of Commerce
c/o Western AgCredit
10980 South Jordan Gateway
P.O. Box 95850
South Jordan, UT 84095-0850.

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

KEN J. WIXOM and PAULINE W. WIXOM

5. Expiration Date of Notification Period: November 1, 2028

6. Is this a Renewal of Request for Notification () YES (X) NO

The Bank of Commerce
By: Western AgCredit, FLCA, Servicing Agent

7. Signature(s) (and title if applicable): By: David G. Brown
David G. Brown
Vice President – Credit Services

RECEIVED

JUN 08 2009

Department of Water Resources
Eastern Region

For Office Use Only

Received by BMA
Receipted by BMA
Processed by _____

Date 6/8/09
Date 6/8/09
Date _____

Fee 125
Receipt No. EO35106
WR _____ Date _____

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JUL 23 2009

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403

Instrument # 600472

BINGHAM COUNTY, IDAHO
11-03-2008 04:36:00 PM No. of Pages: 13
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 39.00
Ex-Officio Recorder Deputy KBell
Index To: MORTGAGE & FIXTURE FILING
Electronically Recorded by Simplifile

Space Above This Line For Recorder's Use

Loan Number: 4100751-851

REAL ESTATE MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT

THIS MORTGAGE is made this 20th day of October, 2008, between **KEN J. WIXOM and PAULINE W. WIXOM**, husband and wife hereinafter called "Mortgagor", and **The Bank of Commerce** hereinafter called "Mortgagee", having its principal place of business in **Idaho Falls, Idaho**.

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 of **Bingham**, State of **Idaho**, described in **Exhibit "A"**.

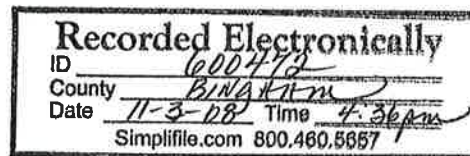
TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, 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 existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on,

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403



Space Above This Line For Recorder's Use

Loan Number: 4100751-851

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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, 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 existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**Water**" and "**Water Rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**Water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on,

under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, 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, decreed 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, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property 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;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights; claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

g. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

h. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

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

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(collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagee by Paragraph B.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT: All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagee does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING: This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagee 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):

[X] a Promissory Note or a Supplement to Master Loan Agreement dated as of **October 20, 2008**, in the stated principal amount of **\$410,000.00**.

(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 Mortgagee, or Mortgagee's successors or assigns, and/or to parties whose obligation Mortgagee is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagee 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 Mortgagee whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagee 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 Mortgagee 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.
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 Mortgagee 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, and appraisal fees, 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 "**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 damages 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.

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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.

SCANNED

JUL 23 2009

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. 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 (a) 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.
 - a. 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.

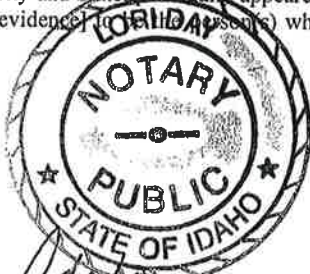
Signature(s):

Ken J. Wixom
KEN J. WIXOM
Pauline W. Wixom
PAULINE W. WIXOM

Notary Acknowledgment(s):

STATE OF Idaho
COUNTY OF Bingham

On this 31st day of October, 2008, before me, the undersigned Notary Public in and for said County and State, personally appeared KEN J. WIXOM [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he executed it.



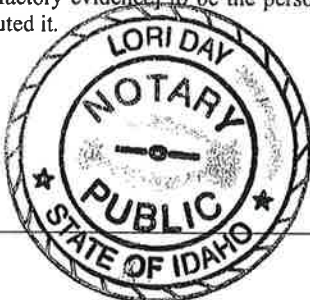
WITNESS my hand and official seal

Lori Day
Notary Public in and for said County and State

Residing: Blackfoot, Idaho
Comm Exp: 10/21/2009

STATE OF Idaho
COUNTY OF Bingham

On this 31st day of October, 2008, before me, the undersigned Notary Public in and for said County and State, personally appeared PAULINE W. WIXOM [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that she executed it.



WITNESS my hand and official seal

Lori Day
Notary Public in and for said County and State

Residing: Blackfoot, Idaho
Comm Exp: 10/21/2009

EXHIBIT "A"

PARCEL 1:

**TOWNSHIP 3 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO.
SECTION 13: GOVT. LOTS 8 AND 9; E $\frac{1}{2}$ NE $\frac{1}{4}$ LYING SOUTH OF BLACKFOOT RIVER
ROAD; SE $\frac{1}{4}$ SE $\frac{1}{4}$
EXCEPT: ALL PHOSPHATES**

RP0565800

SECTION 24: GOVT. LOTS 5 AND 6

RP0565900

TOWNSHIP 3 SOUTH, RANGE 39 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO.

**SECTION 9: ALL OF SECTION 9 LYING SOUTH AND EAST OF THE FOLLOWING
DESCRIBED FENCE LINE:**

**PART OF THE E $\frac{1}{2}$ E $\frac{1}{2}$ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 39 EAST, BOISE
MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS:
BEGINNING AT A POINT IN A NORTH-SOUTH FENCE POINT BEING WEST 715.05 FEET
FROM THE SE CORNER OF SAID SECTION 9 AND RUNNING THENCE ALONG SAID
FENCE N. 04°05'39" E. 135.00 FEET; THENCE S. 72°34'21" E. 100.86 FEET TO A FENCE
"T"; THENCE N. 08°13'20" W. 1351.82 FEET; THENCE N. 21°33'44" E. 478.35 FEET;
THENCE N. 04°04'45" E. 294.49 FEET; THENCE N. 64°23'29" E. 415.56 FEET; THENCE
N. 02°32'06" W. 961.80 FEET; THENCE N. 34°09'56" E. 193.74 FEET; THENCE N.
13°10'24" E. 313.44 FEET TO A FENCE "T"; THENCE S. 83°25'42" E. 78.46 FEET TO A
POINT ON THE EAST LINE OF SAID SECTION 9 FROM WHICH THE SE CORNER OF
SAID SECTION 9 BEARS S. 00°14'01" E. 3778.01 FEET.**

EXCEPT: ALL PHOSPHATES

**ALSO EXCEPT: ALL COAL AND OTHER MINERALS AS TO THE NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$,
E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$**

RP0582500

SECTION 10: SW $\frac{1}{4}$

EXCEPT: ALL COAL AND OTHER MINERALS AS TO THE W $\frac{1}{2}$ SW $\frac{1}{4}$ AND SE $\frac{1}{4}$ SW $\frac{1}{4}$

RP0582602/RP0582604

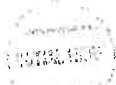
SECTION 15: W $\frac{1}{2}$

EXCEPT: ALL PHOSPHATES

ALSO EXCEPT: ALL COAL AND OTHER MINERALS AS TO N $\frac{1}{2}$ NW $\frac{1}{4}$

RP0583400

P.W.
K.W.



SCANNED

JUL 23 2013

SECTION 17: PART OF THE S $\frac{1}{2}$ OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 39 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 17 AND A FENCE LINE, POINT BEING N. 00°01'09" E. 971.58 FEET ALONG THE SECTION LINE FROM THE SE CORNER OF SAID SECTION RUNNING THENCE N. 46°58'01" W. 912.99 FEET TO A FENCE "T"; THENCE N. 22°54'10" E. 20.82 FEET; THENCE N. 35°34'43" E. 1134.00 FEET TO THE EAST LINE OF SAID SECTION 17; THENCE S. 00°01'09" W. 1564.53 FEET TO THE POINT OF BEGINNING.
EXCEPT: ALL COAL AND OTHER MINERALS

RP0583500

SECTION 18: ALL OF SECTION 18 LYING SOUTH AND WEST OF BLACKFOOT RIVER ROAD.

EXCEPT: ALL PHOSPHATES

RP0583600

SECTION 19: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; E $\frac{1}{2}$ NE $\frac{1}{4}$ LYING WEST OF BLACKFOOT RIVER ROAD
EXCEPT: ALL PHOSPHATES

RP0583700

SECTION 20: PART OF THE SE $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 39 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO DESCRIBED AS: COMMENCING AT THE SE CORNER OF SAID SECTION 20 AND RUNNING THENCE N. 89°57'00" W. 1583.69 FEET ALONG THE SECTION LINE; THENCE N. 46°18'54" E. 1196.04 FEET; THENCE N. 63°40'53" E. 798.55 FEET MORE OR LESS TO THE EAST LINE OF SAID SECTION 20; THENCE S. 00°08'44" E. 1181.53 FEET MORE OR LESS ALONG THE SECTION LINE TO THE POINT OF COMMENCEMENT.
EXCEPT: ALL PHOSPHATES

RP0584000

SECTION 21: W $\frac{1}{2}$ W $\frac{1}{2}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ E $\frac{1}{2}$
EXCEPT: PART OF THE W $\frac{1}{2}$ W $\frac{1}{2}$ OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 39 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 21, POINT BEING N. 00°08'44" W. 1181.53 FEET ALONG THE SECTION LINE FROM THE SW CORNER OF SAID SECTION 21 AND RUNNING THENCE N. 00°08'44" W. 4096.95 FEET MORE OR LESS ALONG THE SECTION LINE TO THE NW CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF SAID SECTION S. 90°00'00" E. 858.63 FEET MORE OR LESS TO A FENCE LINE; THENCE ALONG SAID FENCE LINE S. 14°04'31" E. 1914.36 FEET MORE OR LESS TO THE EAST LINE OF SAID W $\frac{1}{2}$ W $\frac{1}{2}$ OF SECTION 21; THENCE ALONG SAID EAST LINE S. 00°07'45" E. 880.04 FEET; THENCE S. 56°53'06" W. 239.50 FEET; THENCE S. 22°53'16" W. 952.84 FEET; THENCE S. 64°59'31" W. 664.50 FEET; THENCE S. 63°40'53" W. 158.85 FEET TO THE POINT OF BEGINNING.
EXCEPT: ALL PHOSPHATES

RP0584100

SCANNED

JUL 23 2009

TOGETHER WITH the following water rights registered with the State of Idaho Department of Water Resources: Water Right Number(s): 27-2048, 27-11730, 27-11729, 27-11728 and 27-11996.

ALSO TOGETHER with all right, title and interest in and to 365 AUMs (1,249 acres) of grazing rights under State of Idaho Land Lease No(s). G-9156, including all renewals or replacements thereof.



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

RIGHT NUMBER: 27-11730

NAME AND ADDRESS: KEN J WIXOM
260 W 300 N
BLACKFOOT ID 83221

SOURCE: RAWLINS CREEK

TRIBUTARY: BRUSH CREEK
BLACKFOOT RIVER

QUANTITY: 0.020 CFS
4.10 APY

The rights listed below are limited to a total combined annual diversion volume of 4.2 AF. Combined Right Nos.: 27-11728, 27-11729, 27-11730, and 27-11996.

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF
DIVERSION:

T03S R39E S15 SESWNE ~~End of Stream Flow~~ Within BINGHAM County
~~T03S R39E S15 NESWNE Begin of Stream Flow Within BINGHAM County~~

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE:

PERIOD OF USE:

QUANTITY:

STOCKWATER

05/01 12/31

0.020 CFS
4.10 APY

PLACE OF USE: STOCKWATER in BINGHAM County

T03S R39E S15 SWNE

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.

~~The quantity of water decreed for this water right is not a determination of historical beneficial use.~~

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Stockwater use is for 450 range cattle.

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

corrected shapes +
conditions

RIGHT NUMBER: 27-11730
NAME AND ADDRESS: KEN J WIXOM
260 W 300 N
BLACKFOOT ID 83221

SOURCE: RAWLINS CREEK
TRIBUTARY: ~~BLACKFOOT RIVER~~

QUANTITY: 0.020 CFS
The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF
DIVERSION: ~~T03S R39E S15 NESWNE Begin of Stream Flow Within BINGHAM County~~
T03S R39E S15 SESWNE ~~End of Stream Flow~~ Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	05/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER Within BINGHAM County
T03S R39E S15 SWNE

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.

~~The quantity of water decreed for this water right is not a determination of historical beneficial use.~~

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

07/03/2008

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

RIGHT NUMBER: 27-11730

NAME AND ADDRESS: BRENT STEFFLER
625 N 800 E
FIRTH ID 83236

NAOMI CHRISTENSEN
C/O RENN CHRISTENSEN
909 E 1000 N
SHELLEY ID 83274

KEN J WIXOM
260 W 300 N
BLACKFOOT ID 83221

SOURCE: RAWLINS CREEK

TRIBUTARY: BRUSH CREEK

QUANTITY: 0.020 CFS
5.40 AFY

The rights listed below are limited to a total combined annual diversion volume of 6.1 af. Combined Right Nos.: 27-11728, 27-11729, and 27-11730.

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF
DIVERSION:

T03S R39E S15 SESWNE Within BINGHAM County ✓

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	05/01 12/31	0.020 CFS 5.40 AFY

PLACE OF USE: STOCKWATER in BINGHAM County

T03S R39E S15 SWNE ✓

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 - Beneficial Use

Instream stockwater use is for 600 range cattle.

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: 27-11728, 27-11729,
27-11730 & 27-11996

Case No. 39576)

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

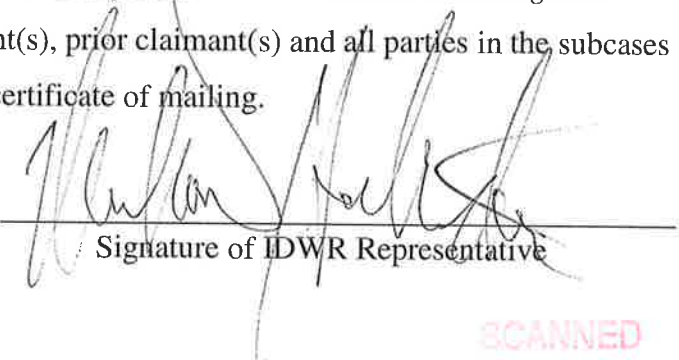
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party CHRISTIANSEN, STEFFLER & WIXOM - WIXOM
- ☐ 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: 3/24/2009



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 27, 2009, 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:

Naomi Christensen	Brent Steffler	Kent Wixom
C/O Renn Christensen	625 N 800 E	260 W 300 N
909 E 1000 N	Firth, ID 83236	Blackfoot ID 83221
Shelley ID 83274		

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

Kent Wixom
260 W 300 N
Blackfoot ID 83221

4. One copy to:

Each party in the subcase, or attorney of record

Shoshone Bannock Tribes

Represented by:

Jeanette Wolfley

Special Counsel

Shoshone Bannock Tribe

202 N Arthur

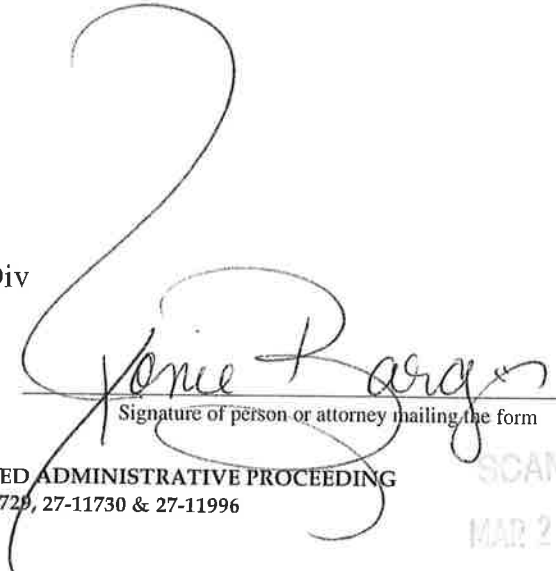
Pocatello ID 83202

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

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

RIGHT NUMBER: 27-11730
NAME AND ADDRESS: KEN J WIXOM
260 W 300 N
BLACKFOOT ID 83221

SOURCE: RAWLINS CREEK TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.020 CFS
The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF DIVERSION: T03S R39E S15 NESWNE Begin of Stream Flow Within BINGHAM County
T03S R39E S15 SESWNE End of Stream Flow Within BINGHAM County

PURPOSE AND PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	05/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER Within BINGHAM County
T03S R39E S15 SWNE

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Michael Holliday.

We no longer have intrest
in these water rights.

27- 11728

27- 11729

27- 11730

27- 11996

Brent Steffen

RECEIVED

MAR 13 2009

Department of Water Resources
Eastern Region

SCANNED

MAR 26 2009

STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS
CERTIFICATE OF DEATH

Date Filed MARCH 19, 2007

State File No. 2007-01990

DECEDENT - LEGAL NAME NAOMI CHRISTENSEN			
SEX FEMALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 86 YEARS	DATE OF BIRTH SEPTEMBER 29, 1920
BIRTHPLACE SHELLEY, IDAHO		PLACE OF RESIDENCE SHELLEY, IDAHO	
MARITAL STATUS AT TIME OF DEATH WIDOWED		NAME OF SURVIVING SPOUSE (If wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME STANLEY ALLEN LAWRENCE			BIRTHPLACE UTAH
MOTHER - MAIDEN NAME KATHRYN ELLIOTT			BIRTHPLACE UTAH
METHOD OF DISPOSITION BURIAL		FUNERAL SERVICE LICENSEE CRAIG L. GEARY	
NAME AND ADDRESS OF FUNERAL FACILITY NALDER'S FUNERAL HOME, SHELLEY, IDAHO			
DATE OF DEATH FEB. 25, 2007	TIME OF DEATH 2:30 P.M.	CITY, TOWN OR LOCATION OF DEATH SHELLEY, IDAHO	COUNTY OF DEATH BINGHAM
CAUSE OF DEATH (underlying cause last) MYOCARDIAL INFARCTION			Approximate Interval Between Onset and Death MINUTES
DUE TO (or as a consequence of): a.			
DUE TO (or as a consequence of): b.			
DUE TO (or as a consequence of): c.			
DUE TO (or as a consequence of): d.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER KYLE B. LINDSAY		TITLE CORONER
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: MARCH 20, 2007

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

Jane S. Smith

JANE S. SMITH
STATE REGISTRAR

SCANNED
MAR 26 2009



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

27-11730

11/09/2005

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

RIGHT NUMBER: 27-11730

NAME AND ADDRESS: BRENT STEFFLER
625 N 800 E
FIRTH ID 83236

NAOMI CHRISTENSEN
C/O RENN CHRISTENSEN
909 E 1000 N
SHELLEY ID 83274

KEN J WIXOM
260 W 300 N
BLACKFOOT ID 83221

SOURCE: RAWLINS CREEK TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.020 CFS
5.4 AFY
The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF
DIVERSION: T03S R39E S15 NESWNE Begin of Stream Flow Within BINGHAM County
T03S R39E S15 SESWNE End of Stream Flow Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER	05/01 12/31	0.020 CFS

PLACE OF USE: STOCKWATER Within BINGHAM County
T03S R39E S15 SWNE

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

$$600 \text{ cows} \times \frac{12 \text{ gal/day}}{\text{cow}} \times 245 \text{ days} \times \frac{1 \text{ acre-ft}}{325,850 \text{ gal}} = 5.4 \text{ AFY}$$

WIXOM

03/05/2004

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 27-11730

BRENT STEFFLER

625 N 800 E

FIRTH ID 83236

Telephone Number: (208) 346-6713

NAOMI CHRISTENSEN

% RENN CHRISTENSEN

909 EAST 1000 NORTH

SHELLEY ID 83274

Telephone Number: (208) 357-7830

KEN J WIXOM

260 W 300 N

BLACKFOOT ID 83221

Telephone Number: (208) 785-0407

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:

SCANNED

☒ I AGREE with this proposed recommendation: no changes need to be made. MAY 26 2006

DATE: 6-13-05

SIGNATURE:

Brent Steffler

Please print your name:

Brent Steffler

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

PROFILED
RECEIVED
JUN 24 2005

Department of Water Resources
Eastern Region

Kent
6/27

Notes

8-15-03 They paid 9/95 for 3 claims 11730, 7294, 728 BP

8-15-03 Wrote letter to claimant re confusion & supporting docs. PB

1-26-04 Please send the claimants our disallowed Notice. CB

2/18/04 Called and left a message with Brent Steffler. This claim # 27-11729, 11728 all need to be amended to in stream stock with a point of beginning and a point of ending.

Diversion rate 0.02 cts.

update Thomas to Naomi

2-23-04 Letter to claimant re disallowance, BP

2-26-04 Sent letters to Ken & Brent PB

3/3/04 appt 11:30 today to amend the claims. CB

3-24-04 Received address change form & death certificate from claimant. PB

Contacts Data Entry Form

[illegible]

Contacts Data Entry Form

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 (X)
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 (X)
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 (X)
If Yes, go to 10e
If No, go to 8
8. Is the basis of claim a posted notice? Yes () No (X)
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 (X)
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 (X) 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 (X) No ()
If Yes, go to 16
If No, Enter the appropriate basis of claim.
16. Is a Priority Date remark and/or condition required? Yes () No (X)
If Yes, Enter the appropriate basis of claim. Priority Date review is complete
If No, Priority Date review is complete.

Point of DiversionClaim No.

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

If Yes, go to 4
If No, go to 2Yes () No (☒)

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

If Yes, go to 3
If No, go to 6Yes () No (☒)

3. Has the License been issued?

If Yes, go to 5
If No, recommend the POD as shown on the Permit. Go to 10

Yes () No ()

4. Does the parent right have a POD?

If Yes, go to 5
If No, go to 6

Yes () No ()

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

If Yes, recommend the POD as shown in the water right file. Go to 10
If No, go to 6

Yes () No ()

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

If Yes, go to 7
If No, go to 9Yes () No (☒)

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

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

Yes () No ()

8. Was a transfer filed?

If Yes, recommend the POD as shown on the approved transfer. Go to 10
If No, go to 9

Yes () No ()

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

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 10Yes (☒) No ()

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

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

Source**Claim No.** _____ - _____

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

Yes () No (X)

If Yes, go to 4

If No, go to 2

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

Yes () No (X)

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 Source as shown on the Permit. Go to 11

4. Does the parent right have a Source?

Yes () No ()

If Yes, go to 5

If No, go to 7

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

Yes () No ()

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

If No, go to 7

6. Is the basis of claim a Posted Notice?

Yes () No (X)

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

If No, go to 7

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

Yes () No (X)

If Yes, go to 8

If No, go to 10

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

Yes () No ()

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

9. Did the claimant file a transfer?

Yes () No ()

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

If No, go to 10

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

Yes (X) No ()

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

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

Yes () No (X)

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

If No, Source review is complete.

Purpose of Use

Claim No. _____

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

Yes () No (X)

If Yes, go to 4
If No, go to 2

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

Yes () No (X)

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 (X)

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 (X) 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 (X)

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

Claim No. _____ - _____

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

Yes () No (X)

If Yes, go to 2a
If No, go to 2b

2a. Is a POU required?

Yes () No ()

If Yes, go to 5
If No, go to 14

2b. Is a POU required?

Yes () No (X)

If Yes, go to 3
If No, go to 14

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

Yes () No ()

If Yes, go to 4
If No, go to 7

4. Has the License been issued?

Yes () No ()

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

5. Does the parent right have a POU?

Yes () No ()

If Yes, go to 6
If No, go to 7

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

Yes () No ()

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

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

Yes () No ()

If Yes, go to 8
If No, go to 13

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

Yes () No ()

If Yes, add condition C05, go to 13
If No, go to 9

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

Yes () No ()

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 12

10. Was an enlargement claim filed?

Yes () No ()

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

11. Did the claimant file an enlargement claim?

Yes () No ()

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 13

12. Was a transfer filed?

Yes () No ()

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 13

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

Yes () No ()

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

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

Yes () No (X)

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

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 (X)
2. Is the basis of claim a Permit or Application?
If Yes, go to 3
If No, go to 6
Yes () No (X)
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 (X)
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 (X) 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 (X)
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 (X)
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 (X)

Period of Use

Quantity

Claim No. _____

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

Yes () No (X)

If Yes, go to 4

If No, go to 2

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

Yes () No (X)

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 (X)

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 (X)

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 (X)

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 9

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 9

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

Yes () No (X)

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 (X) 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?

If Yes, go to 2

If No, go to 3

Yes () No (X)

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

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

Yes () No ()

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

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

Yes (X) No ()

4. Is any portion of the claim being recommended?

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

Yes () No ()

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

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

If No, go to 6

Yes (X) No ()

6. Would you like to view the recommended right?

If Yes, go to 7

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

Yes (X) No ()

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

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

Yes () No (X)

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

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

If No, go to 9

Yes () No (X)

9. Would you like to set the verification date?

If Yes, the review is complete.

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

Yes (X) No ()

Summary Data Entry Form

Claim No.: _____

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

Q18

N13 Qty Cond.

N11 Gen Cond.

Split or Combined Right Analysis:

no

Attached Field Notes or Other Documents:

Claim No.: 27-11730

Reviewer _____ Date _____



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

Brent Steffler
625 North 800 East
Firth, ID 83236

February 26, 2004

Re: Snake River Basin Adjudication (SRBA)
Claim(s): 27-11728, 27-11729 & 11730

Subject: **DISALLOW RECOMMENDATION**

Response Date: March 19, 2004

COPY

Dear Claimant(s),

The above referenced claims need to be amended to in-stream stock watering with a point of beginning and a point of ending. Either you, Mr. Wixom or Mr. Christensen need to make an appointment with my office to amend the claim.

If these three claims are not amended by the above referenced response date, then they will be recommended to the Court to be disallowed.

Please feel free to contact this office at 547-3993, if you have any questions regarding the matter.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/pb

cc: Ken Wixom



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

Ken J. Wixom
260 West 300 North
Blackfoot, ID 83221

February 26, 2004

Re: Snake River Basin Adjudication (SRBA)
Claim(s): 27-11728, 27-11729 & 11730

Subject: **DISALLOW RECOMMENDATION**

Response Date: **March 19, 2004**

COPY

Dear Claimant(s),

The above referenced claims need to be amended to in-stream stock watering with a point of beginning and a point of ending. Either you, Mr. Wixom or Mr. Christensen need to make an appointment with my office to amend the claim.

If these three claims are not amended by the above referenced response date, then they will be recommended to the Court to be disallowed.

Please feel free to contact this office at 547-3993, if you have any questions regarding the matter.

Respectfully,

Cindy E. Bird
Adjudication Bureau

CEB/pb

cc: Brent Steffler



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

23 February 2004

COPY

Renn Christensen
909 East 1000 North
Shelley, ID 83274

Re: Snake River Basin Adjudication (SRBA)
Claim 27-11728, 27-11729 & 27-11730

Subject: **CLAIM RECOMMENDATION - DISALLOW**

RESPONSE DATE: 1 MARCH 2004

Dear Claimant(s):

The above referenced claims need to be amended to in-instream stockwatering with points of beginning and point of ending. We have attempted to contact you on numerous occasions but have not been successful. If we do not hear from you by the above response date these claims will be recommended to the Court to be disallowed.

Very truly yours,

A handwritten signature in cursive script that reads "Cindy E. Bird". The signature is written in dark ink and is positioned above the printed name.

Cindy E. Bird

CEB/bjp

in a sleigh to be buried. Frank told the children years later that the saddest thing he'd ever seen in his life was those five little faces pressed against the window pane as they drove away in the sleigh.

Two of Emma's sisters also died of the flu at that time. They were both mothers of young families and were both pregnant. Besides Beatrice, her sisters Bernice and Evelyn, and brother Neil are still living. Lorin Freeman didn't go back to the hills after that grim time, but his brother Rass went one more year.

TRAIL CREEK OR TRAILTON

Let's continue from Miner Creek across the little nearby Menassa Creek to climb the steep Miner Creek Hill. We drop down close to the river now and follow along the bluff to the forks of the road leading to the bridge on the river. For now we'll keep going on the road east until we come to Trail Creek. Imagine a log cabin there sitting just north and east of the crossing with a sign under the dirt roof which says "TRAILTON POST OFFICE." Joe and Annie Davis kept a store in their home too and it sometimes served extra duty as a church meeting house. Joe dammed off the little creek to get enough water for an irrigation on his alfalfa patch. There's evidence of that still. There were several families of Davises who had come from St. Anthony, and I understand that after they left the hills a lot of them settled in Basalt. Annie Davis's father, Jens Sorenson, and four other daughters claimed 640 acres to the south of Trail Creek, which turns west from the crossing. This land, which continues along the river between Trail Creek and the mouth of Brush Creek, is still known as the "Sorenson Flat." There was a son Oscar who had a claim across the river, but we'll get to that section later. The Sorenson home was situated between the post office and the river.



Wallace, son of Joe and Annie Davis, at Trailton Post Office

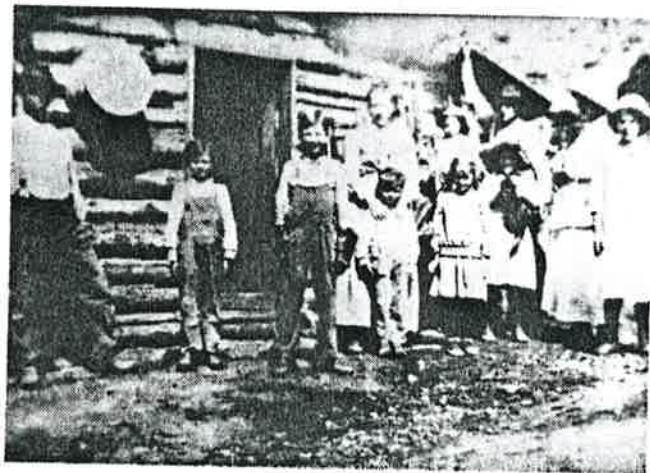
George Davis started farming the land across the road from the Sorenson Flat, then turned it over to his daughter and her husband, Leland Pope. Alf and Jennie Twitchell had a house just north of the Trailton Post Office. About a mile on up Trail Creek was the tempo-

rary home of a widow woman, Nell Thomas, and her seven children. She was related to the Davises and had come to the hills in 1914 with her father, E. H. Thompson, and her brothers Hobe and Parl--who homesteaded on Spring Creek and Poison Creek. Another Thompson daughter, Lizzie, married to Arvil Godfrey, was on a homestead somewhere close to the Lockyers on Cedar Creek.

Gilberta Bolander told me that her mother, Kate Thomas, was Nell's oldest daughter, that she is still living, and that she remembers carrying the mail from Trailton to Alridge during the time Kate Lockyer kept the Alridge Post Office--at least two summers. Her mother Nell got the contract and went with her sometimes, but it was mostly up to the teenage daughter. The route they took was up Trail Creek, past the shearing corrals on the school section, across Miner Creek, and down Cedar Creek to the post office. Kate says she would stay with her Aunt Lizzie while her mail from Trailton was processed and the mail received from Firth that she would take back to Trailton. In the interval her hobbled horse would munch grass and be refreshed for the jaunt back across the hills. After her mother left the homestead, Kate stayed sometimes with the Joe Davises and became engaged to Oscar Sorenson. After the post office closed, unofficial carriers, like Jens Sorenson and Elijah Freeman, carried the mail from Firth to Trailton and back.

RAWLINS CREEK--HORSE CREEK-- POISON CREEK

Let's climb the hill from Trail Creek now, go past the dry farms and down the steep hill to reach Rawlins Creek. The main road turns down the canyon, but a branch goes up Rawlins Creek to the old Frandsen homestead. When Victor and Lewella Frandsen came to the hills they had their first four children--Lloyd, Vernon, Irma, and Irvin. Lloyd helped me with this article. He said that his dad, in 1916, worked with Hyrum Crofts to build a cabin for each of their families. Crofts' claim was nearest the main road.



Victor and Lewella Frandsen family and relatives
at homestead cabin

Vic and Hi would take a wagon with six head of horses and go up Rawlins Creek to the place where it turned to the northwest into High Basin, and then they went to the east over a small Hog's Back into Poison Creek. They would snake out 8 to 11 green logs for a wagon load and pull them back to their homesteads. Lying awake at night in their green-log cabin, Lloyd could hear the worms chewing away under the bark of the logs, making their little tunnels. When the wood dried up, the worms did too.

sheep
Lloyd told me about the time his brother Irvin left on horseback to visit a sheep outfit lambing up the country someplace to see if he could get some bum lambs. He didn't come back by dark, and they were all very worried. Their dad was in the valley. Their mother, however, was able to keep calm. She said they would just go to bed but leave the lamp lit and the door open so Irvin could see the light shining to help him find his way. He told them--after he appeared some time later--that he had been fighting his horse all the time but finally remembered that horses knew their way home, and so he let him go.

Some years before the Frandsens came there, a man named William J. Rawlings fenced in a squatter's 80 acres north of their claim. He left his name to "Rawlins Creek." George Dunn later acquired that acreage. Poison Creek runs into Rawlins Creek there and on Frandsens' place (Horse Creek also joins Rawlins Creek. A mile or so down the Rawlins Creek Canyon, Brush Creek comes in from the east to join it and continues on to the river. This is such a pretty area, nature at its finest, with little fishing pools among the birch trees and willows with the black lava bluffs sprouting a few firs among the cedars, quakies and sage.

The 80-acre Rawlins-Dunn place was later owned by Rulie Ziegler and Lyle Lockyer. Lloyd said that cowboy Lyle milked cows and hauled cream to town. Later Ellis (Dad) Hall became the owner. Through the years he would stop overnight with his team at our home in Alridge on his way to the hills. Once he told us to come to his cabin the next day to help eat up the good food his wife Hattie had sent with him. I rode horseback with my brother Les up Cedar Creek and south on the shortcut trail while our folks drove around the long way. We had a good time with our good friend. Joe Oleson used the old homestead as a midway pasture between his ranch up by the reservoir and his home on Weeding Lane.

Cows
Merlin Frandsen was the one who stayed on the old homestead over the years, the one you saw going to or from the hills, and the one who was usually there to help people who got into trouble on the bad roads or needed a place to spend the night. Then five years ago it was Merlin who needed help. He had been spending the winters there on the ranch, mostly alone, feeding cattle. His wife Millie was with him that terrible winter when he was taken sick. Luckily Harvey Groth made regular trips to Trail Creek to feed cattle kept there and had a good snow machine. He, Lynn Arave and Lyndon Fielding, both married to Millie's daughters, and

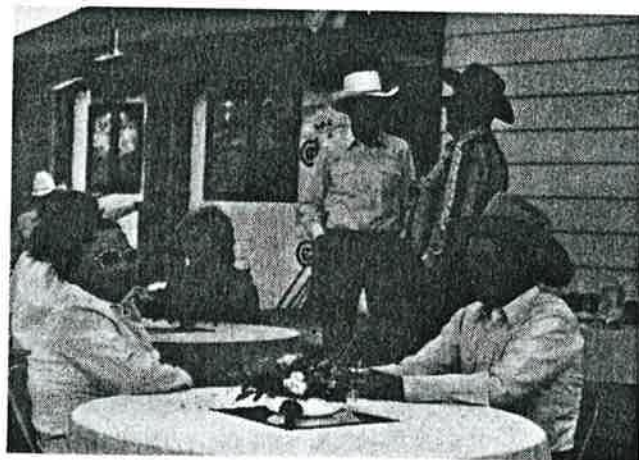
Lyndon's brothers, Keith and Bryce Fielding, all made a combined effort to get the Frandsens back to the valley and Merlin to the hospital. He died there a few days later. His son Dennis is taking care of the ranch now.

The next place north of Frandsens was homesteaded by Parley Thompson and family. Parl and Roxie proved up on the place but then left because of the warm spring which furnished their drinking water. They didn't mind having to cool it, but as time went on they thought they were getting weaker and weaker and decided the cause was the water. The warm spring is still there, also some of the old house logs. This is on Poison Creek.

Several relatives from Lower Presto filed on land along Horse Creek and north of it. They were Bill and Alvin Just, sons of Jim Just, and Dora Just, Alvin's wife, and Frank Phillips, married to Jim's daughter Clarice. Some of that ground was later relinquished for homesteading to another Just brother, Charles (Chick) Just, and Bob Reid.

Continuing on the other tributaries to the river, we have the claim of Joe Jones where Trail Creek and Menassa head. Above, in High Basin, which is where Rawlins Creek comes from, was Joe Pratt's claim. After World War I, Jim and Jeanie Shay also homesteaded in High Basin. They made trips to the valley on skis, stopping for the night at Alridge and Presto. William Wilson had a claim on the headwaters of Poison Creek and Henry Johnson had one between Poison and Horse Creek. Coming back now to the Rawlins Creek Canyon--where Rawlins and Brush Creek meet was a claim filed by two soldiers back from the war--Jim Priest and Bud Stoddard.

BRUSH CREEK



Joyce and Gene Rishel (foreground)
bought old Heaton-Dunn ranch

There are narrow meadows along Brush Creek as we continue east to the foot of the big Brush Creek Hill and the old Heaton Ranch. The Heaton family went way back. One of them played the concertina for my grandmother Lizzie and her friends at the Cedar Creek dancing parties. They would stay in the hills all winter

and sometimes one of the boys would ski down to Alridge to send for supplies with the mailman. The ranch was later owned by George Dunn. The Walt Crofts homesteaded at the top of the hill but soon left to work for others in the hills. They stayed at the Dunn ranch some, taking care of the wild hay. Dunn never lived there but entrusted the cattle care to various cowboys like Frank Pratt, Joe Hall, and Frank Lockyer. Frank Pratt had a tent near the house while the Crofts were there. Lloyd Frandsen remembers seeing him diligently making his rounds day after day, checking on the Dunn cattle, going up one creek one day, the next day another.

Lloyd told me that Elmo Whiting filed on a claim up the creek from the Dunn ranch. When he had the cabin finished he locked it up and put a sign on the door: "GONE TO WAR." He came back, but he left the homestead. Now people wonder at the name of the "Whiting Spring."



Walter, Maude Jones Crofts and family

Walt Crofts and his family followed the Freemans out that fall of 1918 after the threshing was finished and arrived at Alridge with their team of horses completely played out. Walt asked my father if he could put up at the old log schoolhouse there on the crossroads. "Sure, if you can clean it up," was the reply. Maude gave it a thorough scrubbing, and they spent several months there while the three children attended school in the new Alridge schoolhouse. Ellen Crofts Dye remembers well the day she and her sister were riding home from school on their black mare when it got out of control and ran so close to the barbed wire fence that Ellen's long underwear and leg both got badly torn. Ellen, Clara, and first-grader Charlie would walk up to the Jemmett Hollow every day and get a ten pound bucket of milk from my dad. "It really helped out."

LAND SOUTH OF TRAIL CREEK BRIDGE

We'll backtrack now to the forks of the road above the Trail Creek Bridge and go south, cross the river bridge and climb out of the canyon. There was no bridge on the Blackfoot when the land across the river

from Trail Creek started to be homesteaded, and just a poor excuse of a road. In 1915, Israel and Betsey Porter filed a claim on the bench above the river. Their children and those in the Freeman family on the claim on the north side of the river had a good time shouting to each other and fishing together even if they couldn't cross the river. After the bridge was built a few years later, the homesteaders would meet there to picnic and visit in the shade of the birch trees. Sam and Maude Kendall were summer neighbors, living directly south of the Porters. Between them and the eastern border of the Indian Reservation were: first the Stoddarts, Billy and Sarah and their nine children; then George Wintle, the Gregorys, and the Bellevilles. Billy Stoddart, a former jockey, came from Presto to the hills with a string of race horses. This love of racing was passed on. Farther along the river, big Danish Chris Thompson and his family had a cabin below the "Thompson Hill" and farmed above it.



Israel and Betsy Porter

I asked Irene Porter Whitworth to write down a story she told me one day, along with her many memories of the dry farm days, for this one tale typifies the struggle they all had during those years. This was before the bridge:



Glenn and Irene Porter Whitworth

"I remember one time our neighbor, Chris Thompson, had gone to bring a wagon load of seed grain from the valley. His wife and children had stayed with us while he was gone. We were all very worried as he had not returned before dark on the expected day. He had stopped on the other side of the river to wait for daylight to make the dangerous crossing.

"As soon as it was light he started his big team of horses across. The current was so strong that the wagon and team were swept downstream. The horses tried to swim but were both pulled under by the wagon. Chris climbed down on the wagon tongue and cut the tugs to release the horses. One of them finally made it to shore, but the other one was drowned. The wagon finally came to rest against a big rock or bush. Chris then tied a chain to the wagon and around himself and tried to swim to the bank. Although he was an excellent swimmer, he was unable to do it, and he finally pulled himself back to the wagon by the chain.

"My father was very worried about him, and as soon as it was light he went down to the point of the hill where he could see the fording place and the wagon out in the river. He took a long rope and hurried, on horseback, to help. He was able to throw one end of the rope out to Chris who tied it around himself. Then Dad wrapped the other end around a tree and was thus able to pull Chris to safety. I can't remember how they finally got the wagon out. They probably waited until the water went down before they tried."

Irene continued with a little about their home and life there:

"Father had built our temporary mountain home in a little grove of quaking-aspen trees near a small spring of water (near the head of Porter Canyon) made of rather crooked logs from the grove nearby. It had a dirt roof and floor and had a pole in the middle to prop up the roof against the heavy snows of winter. There was one window and one homemade door that opened by a latch. Later Father built a big dugout cellar room with a screen door and a window, which we used as an extra bedroom and a cool place for our milk products. It was nice there on hot summer days.

"We lived in this home for eight summers, coming up in March and staying until after the fall threshing, usually late November. Father raised wheat and Grimm Alfalfa seed and pastured cattle and other livestock. Our winter months were spent in our valley home where my sister and I could attend the Upper Presto School. Since our father was a former schoolteacher he helped us keep up the missed school work.

"At Trailton mail was delivered to us once a week, and we who were LDS held Sunday School and Sacrament meeting on Sunday. Many of us children, including my sister and I, were baptized in the Blackfoot River at the old fording place. It was a full day's drive with horse-drawn wagons or buggies to make the trip each way to the valley churches or stores."

Sometime after the bridge was built, the Sorensons and Davises, and probably the Christensens and Gregorys made up the J. C. Sorenson and Joe Davis

Company to buy a steam engine and threshing machine. Christensens may have had the threshing machine or got it later, but this is what happened to the steam engine: Thompson and Gregory brought it up from the valley and got along all right until they reached the top of the river bluff. Even now the narrow dugway going down the hill to the river is somewhat hazardous. Then, of course, it was worse. The machine got away from them, part way down, rolling off the side of the road and on down the hill. Chris got a broken leg, but Gregory wasn't hurt as he snuggled up to the fire box and rolled along with it. The broken engine stayed where it landed. Some years later it was cut up for scrap iron and hauled away.

Adjoining the Thompson farm was that of his cousin Oscar Sorenson, already mentioned. Oscar stayed in the hills during the winter for a year or two so he could feed pigs. Then he drove them on foot out to market. I've told you that he became engaged to the Trailton mail carrier, Kate Thomas. This was in 1917. He was inducted into the army that fall. Kate was in the hills when he was due to arrive home two years later. She came down to meet the train, driving a buggy. They were married six days later. Oscar had lost his homestead while he was gone, but he and Kate still went back to the hills. They lived at Trailton off and on for ten years so Oscar could farm the Sorenson Flat the rest of his family had homesteaded. During that time their three children were born. Gilberta remembers the flocks of bluebirds she saw each year. They found a nesting place in the front of the tractor. She said she worried that the eggs wouldn't be hatched out before the tractor was needed. Those were happy years for her; but during the depression there was no money there at all, and they had to leave.



Oscar Sorenson driving pigs

On from Oscar Sorenson's claim was the homestead of Liddy Little and her five children. Her cabin sat next to a quakie grove on the hillside. A little stream runs down from a spring there--known as Mrs. Little Creek--with a rocky creek bed going across the road and down towards Cedar Ford. This ford on the river is used by the Reids when crossing cattle to and from Association ground and their Beaver Creek field, formerly owned by several homesteaders mentioned here. From above the



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

15 August 2003

Thomas Christensen
845 East 1000 North
Shelley, ID 83274

Re: Water Rights Claim #A27-117230
Subject: Source: Rawlins Creek
Points of Diversion: T3S, R39E, Sections 3, 4, 10, 15
Purpose: Stockwater for 800 head

Dear Claimant(s):

We have reviewed the documents you have submitted as evidence for the above referenced claim. These documents include pages 148-152 from the Bingham County History book published by the Bingham County Historical Society; a recap of Permits & Rights on the Blackfoot River Tributaries as of December 1969; a list of Stockholders of the Eastern Idaho Water Company as of February 12, 1985; and a copy of the Eastern Idaho Water Company's Stock Certificate No. 1722 for 22 shares issued to High Basin Cattle Company % Brent Steffler.

This documentation does not support the claimed priority date of January 1, 1900. Also nothing substantiates 800 head of livestock utilizing the claimed water on the claimed priority date.

The claim lists the points of diversion to be in quarter-quarter corners in the above referenced sections. The description of the diverting works states that the "cattle drink from creek." The claim needs to be amended to state the location for each of the diverting works or to provide a beginning and ending point where the livestock have access to the claimed sources. For example, the beginning point for Rawlins Creek could be T3S, R39E, Section 16 NENE. The ending point could be T3S, R39E, Section 15 NESE. These are only examples. We do not know from the information submitted where along the stream the livestock first have access to the water nor the last place they have access to the same stream of water.

Please contact our office to amend the claim and provide documentation supporting a priority date and when 800 head of livestock first started using the

water. The issue of the diversion point locations or beginning and ending use of the water also need to be corrected.

If you have any questions, please feel free to call my office at 547-3993. Please respond by September 15, 2003, otherwise the claim will be disallowed.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Cindy E. Bird".

Cindy E. Bird
Adjudication Agent

CEB/bjp

Cc: Brent Steffler
625 North 800 East
Firth, ID 83236

Ken J. Wixom
260 West 300 North
Blackfoot, ID 83221



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

Ken Wixom
260 West 300 North
Blackfoot, Idaho 83221

May 15, 2003

Re: Evidence of Priority

Claim No.(s) A27-11728, A27-11729 & A27-11730

Dear Claimant (s):

The Idaho Department of Water Resources has begun its water right review in Basin 27. The Notice(s) of Claim identified with the number shown above, has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a license, Decree, or Permit. For this reason, proof must be provided supporting the priority date. **As the claimant, you are responsible for submitting the necessary proof to support the priority date.**

It is important that each element of the Notice be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have enclosed the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some examples of Documents Which May Be Evidence of the Priority Date**".

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible.

.....
The Department cannot recommend the court decree the Notice if no evidence of a priority date is submitted.
.....

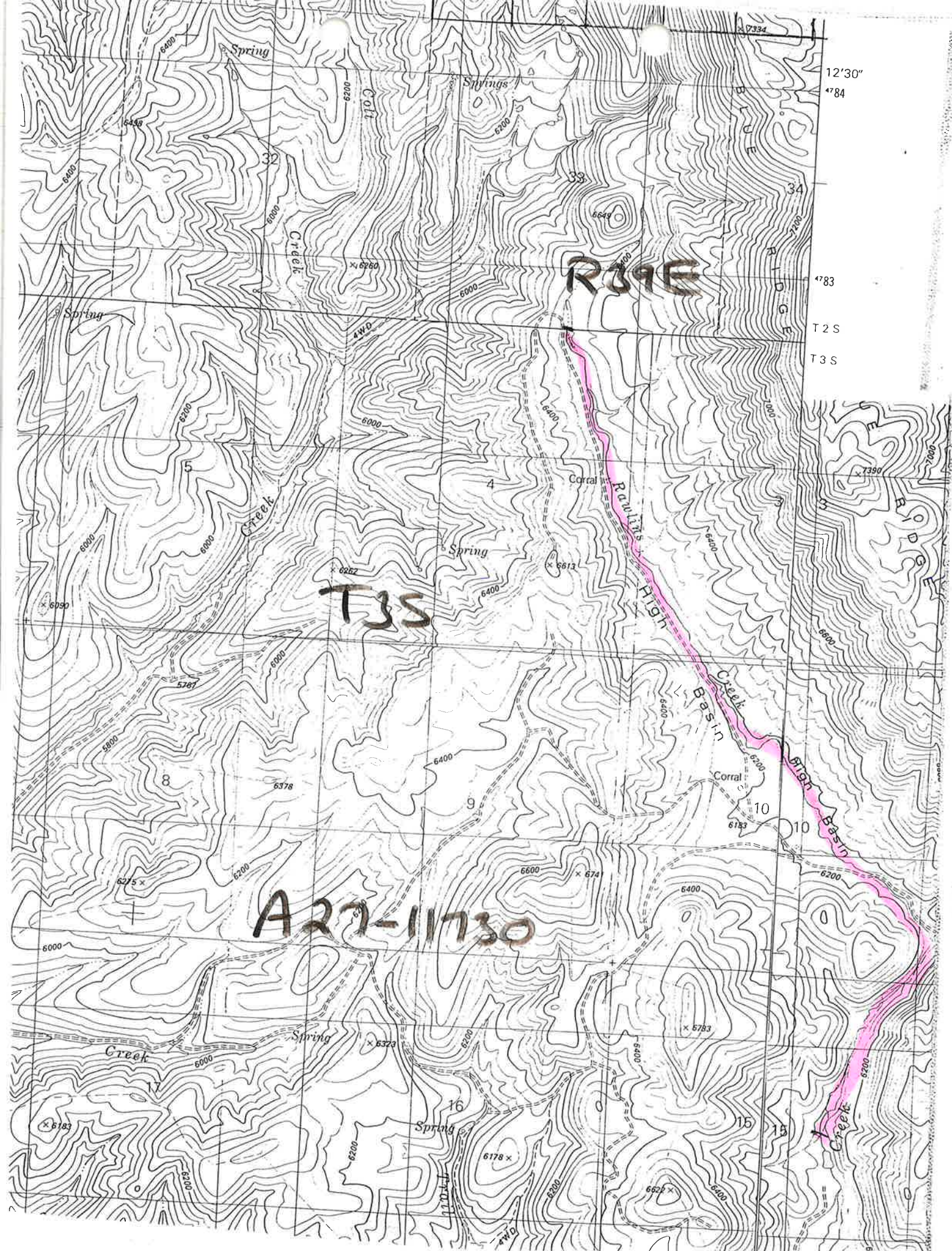
Please submit the documentation supporting the priority date by June 30, 2003, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter, please feel free to contact me at 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau

Enclosure: Brochure on "Evidence of Priority"
Adjudication Claim Report

cc: Thomas Christensen
Brent Steffler



BLACKBURN & STOLL, LC

Charles M. Bennett
Kristy L. Bertelsen
Michael D. Blackburn
David J. Castleton
Henry K. Chai II
Thomas Christensen, Jr.
Mark D. Dean
Michael E. Dyer
Bret A. Gardner
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Telephone (801) 521-7900
Fax (801) 521-7965

Thomas Christensen, Jr.
Direct (801) 578-3522

E-mail: tchristensen@blackburn-stoll.com

March 22, 2004

Cindy E. Bird
Adjudication Bureau
Idaho Dept. of Water Resources
15 West Center Street
Soda Springs, Idaho 83276

Re: SRBA Claim 27-2048

Dear Ms. Bird:

In response to your letter of February 18, 2004, to my mother Naomi Christensen, I enclose the requested change in address form as well as a copy of the death certificate of my father, Thomas F. Christensen, and a copy of Letters Testamentary issued to me as the Personal Representative of my father's estate. My mother, Naomi Christensen, is entitled to all of my father's interest in the water rights described in the enclosures to your letter. In the near future, we anticipate transferring such rights to my mother's living trust or to a limited liability company with my mother and her children. For the present time, however, my mother is the owner of all of my father's interest in the water rights.

Please let me know if you need any additional information.

Very truly yours,

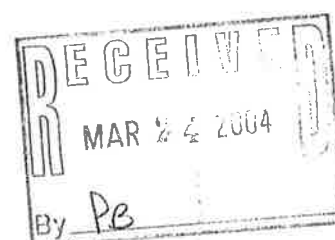


Thomas Christensen, Jr.

TC/ajc

Enclosures

cc: Naomi L. Christensen



**SNAKE RIVER BASIN ADJUSTICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

27-11730

Claim Number(s):

27-2048 27-11728 27-11729

Previous Mailing Address:

Thomas Christensen

845 E 1000 N

Shelley ID 83274

New Mailing Address:

Naomi Christensen

845 E 1000 N

Shelley ID 83274

Telephone Number:

(801) 521-7900 and 208-357-7382

Signature of Claimant(s):

Naomi Christensen

Naomi Christensen P.R. of
Estate of Thomas F. Christensen

Please return this completed form to the address indicated below:

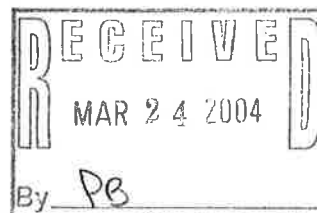
☐ Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400

☐ Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037

☐ Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

☐ Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste A.
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177

➔ Adjudication Bureau
Idaho Dept. of Water Resources
15 West Center Street
Soda Springs, ID 83276
Ph. 208/547-3993 or
FAX 208/547-3939



STEPHEN J. BLASER

BLASER, SORENSEN & HANSEN, Chartered

Attorneys at Law
285 N.W. Main
P.O. Box 1047
Blackfoot, Idaho 83221

(208) 785-4700
Fax No. (208) 785-7080
I.S.B. #1923

DISTRICT COURT
SEVENTH JUDICIAL DISTRICT
BINGHAM COUNTY, IDAHO

2001 NOV 21 AM 11:48

SS

RECEIVED

CLERK

Date 11-21-01

Clerk, L.

By [Signature]

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

In the Matter of the Estate of)

THOMAS F. CHRISTENSEN,)

Deceased.)

Case No. SP 01- 875

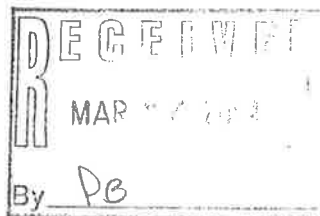
LETTERS TESTAMENTARY

1. Thomas Christensen, Jr. was duly appointed and qualified as Personal Representative of the estate of the above-named decedent on the 21 day of November, by the Magistrate acting as Registrar with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

WITNESS my signature and the seal of this Court, this 21 day of November, 2001.



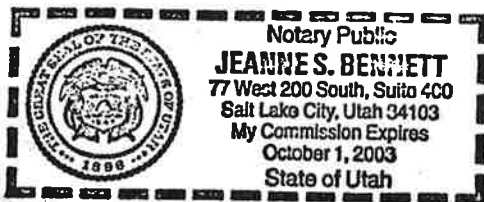
MAGISTRATE

STATE OF UTAH)
) ss.
County of SALT LAKE)

I, THOMAS CHRISTENSEN, JR., hereby accept the duties as personal representative of the estate of Thomas F. Christensen, deceased, and do solemnly swear that I will perform according to law the duties of personal representative of the estate of Thomas F. Christensen, deceased.


THOMAS CHRISTENSEN, JR.

SUBSCRIBED AND SWORN to before me this 12th day of November, 2001.




Notary Public for State of Utah
Residing at SLC Utah

My cmn exprs:

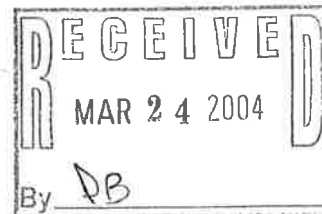
CERTIFICATE OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
CERTIFICATE OF DEATH

Date Filed OCTOBER 15, 2001

State File No. 2001-07230

DECEDENT - NAME THOMAS FRANKLIN CHRISTENSEN				AGE 81 YEARS	
DATE OF DEATH OCT. 04, 2001		SEX MALE	SOCIAL SECURITY NUMBER 518-18-2416	DATE OF BIRTH FEB. 16, 1920	
BIRTHPLACE IDAHO		WAS DECEDENT EVER IN U.S. ARMED FORCES? NO		MARITAL STATUS MARRIED	
SURVIVING SPOUSE (if wife, maiden name) NAOMI LAWRENCE		CITY, TOWN OR LOCATION OF DEATH SHELLEY, IDAHO			
RESIDENCE STATE IDAHO		CITY, TOWN OR LOCATION SHELLEY			
FATHER - NAME RENN CHRISTENSEN					BIRTHPLACE UTAH
MOTHER - FULL MAIDEN NAME ESTHER GARDNER					BIRTHPLACE IDAHO
NAME AND ADDRESS OF MORTUARY NALDER'S FUNERAL HOME, SHELLEY, IDAHO					
FUNERAL SERVICE LICENSEE JASON PHILLIP MECHAM					
METHOD OF DISPOSITION BURIAL		TIME OF DEATH 7:45 A.M.		MANNER OF DEATH NATURAL	
CAUSE OF DEATH (underlying cause last) a. MYOCARDIAL INFARCTION					Approximate Interval Between Onset and Death IMMEDIATE
b. DUE TO (or as a consequence of): INCIDENT TO AGE					
c. DUE TO (or as a consequence of):					
d. DUE TO (or as a consequence of):					
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE LISTED					AUTOPSY PERFORMED? NO
NAME OF CERTIFIER KENNETH JOHNSON				TITLE OF CERTIFIER CORONER	
CORONER REVIEW AREA					
ACTION				NAME	
EXTERNAL CAUSES ONLY					
DATE OF INJURY		HOUR OF INJURY		INJURY AT WORK?	
DESCRIPTION OF HOW INJURY OCCURRED					
PLACE OF INJURY		LOCATION OF INJURY			



This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: OCTOBER 16, 2001

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Jane S. Smith
JANE S. SMITH
STATE REGISTRAR



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 27-11730
Date Received: 9/3/1997
Receipt No: E023589
Received By:

AMENDED

AMENDED

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

1. Name of Claimant(s)

BRENT STEFFLER Phone: (208)346-6713

625 N 800 E
FIRTH ID USA 83236

NAOMI CHRISTENSEN Phone: (208) 357-7830

% RENN CHRISTENSEN
909 EAST 1000 NORTH
SHELLEY ID USA 83274

KEN J WIXOM Phone: (208)785-0407

260 W 300 N
BLACKFOOT ID USA 83221

2. Date of Priority: 01/01/1916

3. Source: RAWLINS CREEK Trib. to: BLACKFOOT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
03S	39E	15	SE SW NE	BINGHAM	Ending Point
03S	39E	15	NE SW NE	BINGHAM	Beginning Point

5. Description of diverting works:

CATTLE DRINK DIRECTLY OUT OF CREEK

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	05/01	12/31	0.02	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03S	39E	15	SW	NE	STOCKWATER	

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:

14. Remarks:

15. Basis of Claim: Beneficial Use

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.

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): Brent Steyer Date: 3-03-04

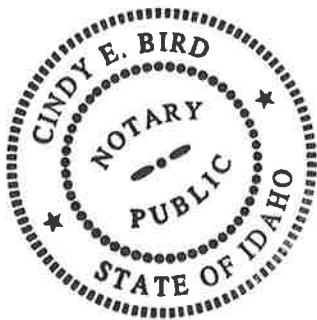
Date: _____

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 3rd day
of March 2004 Cindy E Bird

Notary Public

Residing at Lava Hot Springs
My commission Expires May 1, 2007



SCANNED

JUL 16 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: A27-11730
Date Received: 9/3/1997
Receipt No: E023589
Received By: HWT

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: THOMAS CHRISTENSEN 208-357-7382
Address: 845 E 1000 N
SHELLEY ID 83274
OR
Name: BRENT STEFFLER 208-346-6713
Address: 625 N 800 E
FIRTH ID 83236
OR
Name: KEN J WIXOM 208-785-0407
Address: 260 W 300N
BLACKFOOT ID 83221

2. Date of Priority: JAN 1, 1900

3. Source: RAWLINS CREEK Trib. to: BLACKFOOT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	39E	3		SW	SW		BINGHAM
		4		NE	NE		BINGHAM
				SE	NE		BINGHAM
				NE	SE		BINGHAM
		10		SW	NE		BINGHAM
				NE	NW		BINGHAM
				NE	SE		BINGHAM
				NW	SE		BINGHAM
				SE	SE		BINGHAM
		15		NE	NE		BINGHAM
				SW	NE		BINGHAM
				SE	NE		BINGHAM

5. Description of diverting works:
CATTLE DRINK DIRECTLY OUT OF CREEK

A2711730



6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	04/01	12/31	0.180		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCK WATER FOR 800 HEAD OF CATTLE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
03S	39E	3	SW		SW		STOCK	
		4	NE		NE		STOCK	
			SE		NE		STOCK	
			NE		SE		STOCK	
		10	SW		NE		STOCK	
			NE		NW		STOCK	
			NE		SE		STOCK	
			NW		SE		STOCK	
			SE		SE		STOCK	
		15	NE		NE		STOCK	
			SW		NE		STOCK	
			SE		NE		STOCK	

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:
SEE CAIMS A27-11728 AND A27-11729

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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): Brent Steffen Date: 9-3-97

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 5 day

of Sept. 19 97

Ernest Carlson
Notary Public

Seal

Residing at Lake Falls

My Commission Expires 6-14-2000