

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

01/02/2002

NAME AND ADDRESS: ELIASON LAND & CATTLE CO
350 E 780 N
TREMONTON UT 84337

SOURCE: UNNAMED STREAM

TRIBUTARY: MARSH CREEK

QUANTITY: 0.55 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 04/01/1955

POINT OF DIVERSION:

T12S R37E S5 SWNE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.070 CFS
IRRIGATION	04/01 10/31	0.480 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T12S R37E S05 Lot 3 NENW	0.2	T12S R37E S05 Lot 4 NWNW	1.4
T12S R37E S05 SWNW	2.2	T12S R37E S05 SENW	20.0
T12S R37E S05 NESW	0.2		

STOCKWATER same as IRRIGATION

24 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use
STOCKWATER, 250 CATTLE

Dave

Dave

09/13/2002

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

RIGHT NUMBER: 29-4398
NAME AND ADDRESS: TAWNIE ELIASON
909 W 675 N
TREMONTON UT 84337

SHANE ELIASON
909 W 675 N
TREMONTON UT 84337

SOURCE: UNNAMED STREAM TRIBUTARY: MARSH CREEK
QUANTITY: 0.55 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 04/01/1955

POINT OF DIVERSION:

T12S R37E S5 SWNE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.070 CFS
IRRIGATION	04/01 10/31	0.480 CFS

PLACE OF USE:	T12S R37E S05 Lot 3 NENW	0.2	T12S R37E S05 Lot 4 NWNW	1.4
	T12S R37E S05 SWNW	2.2	T12S R37E S05 SENW	20.0
	T12S R37E S05 NESW	0.2	T12S R37E S05 SENW	20.0

STOCKWATER same as IRRIGATION

24 ACRES TOTAL

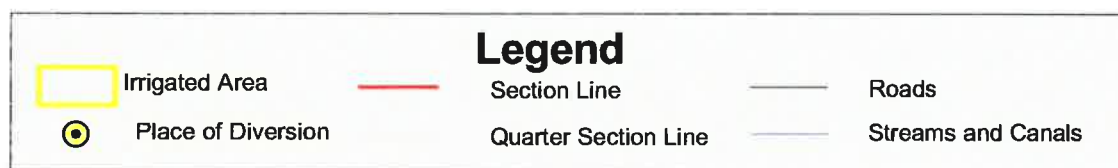
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use
STOCKWATER, 250 CATTLE

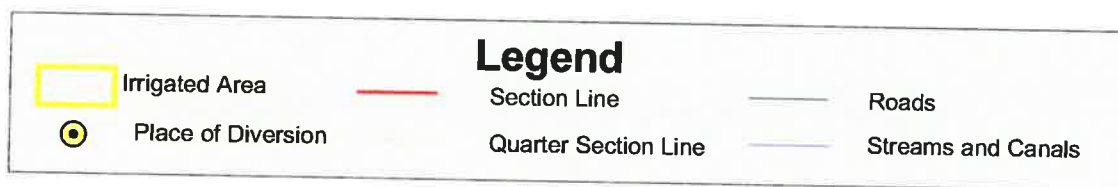
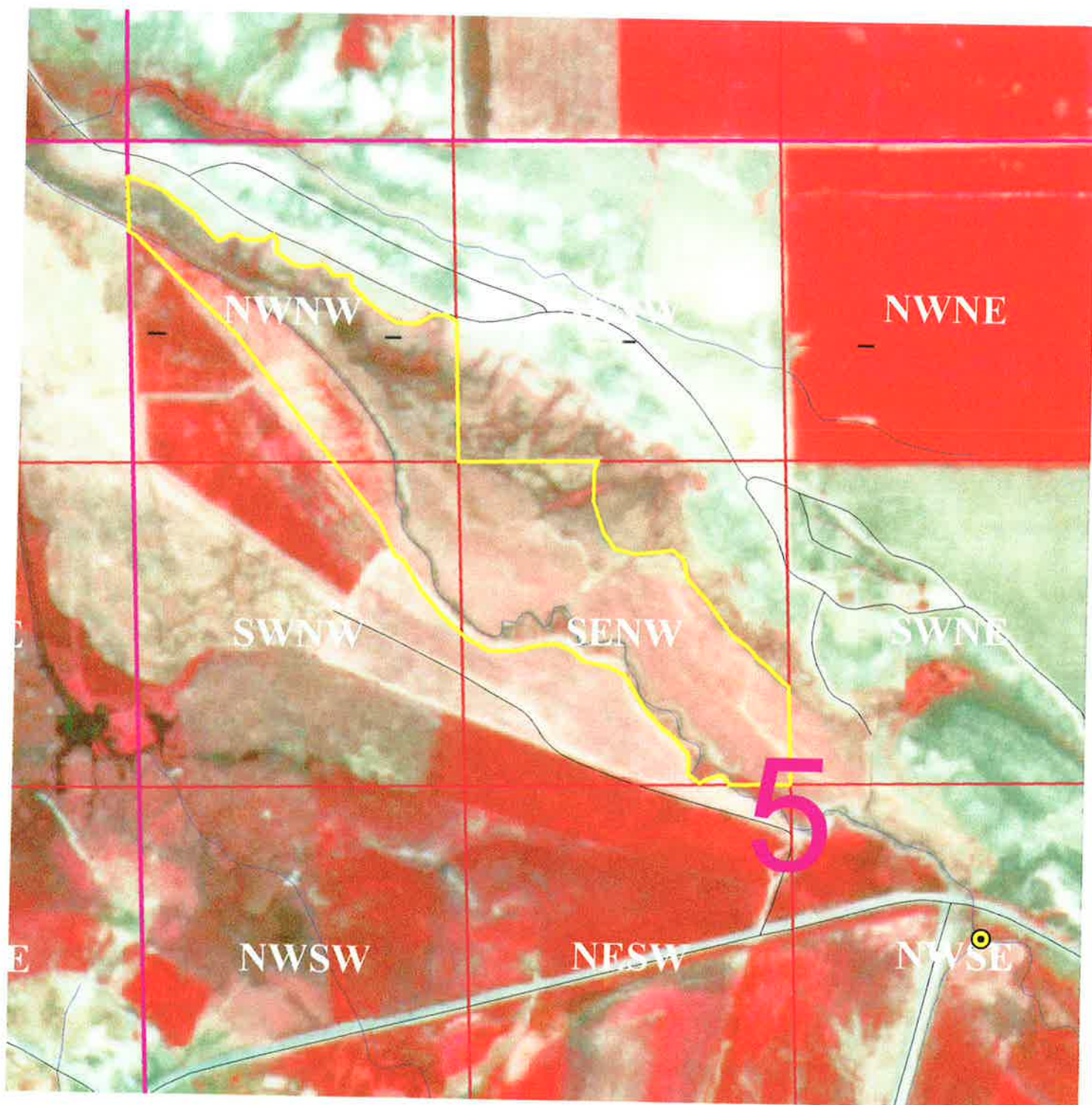
An aerial photograph of a watershed area, overlaid with a grid of red lines. The map is divided into several colored regions: red, green, and brown. A yellow line outlines a specific area. Labels include 'NWNW', '16.0', '4.3', '21.0', 'SWNW', 'SENW DITCH', 'SWNE', 'NWSW', 'NESW', 'NWSE', and 'POB'. A large pink number '5' is prominently displayed in the lower right quadrant. A small yellow circle is located near the bottom right corner.



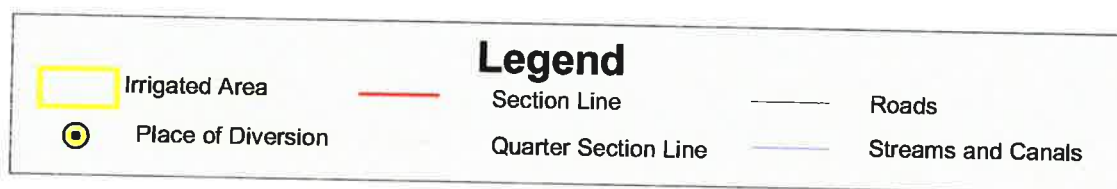
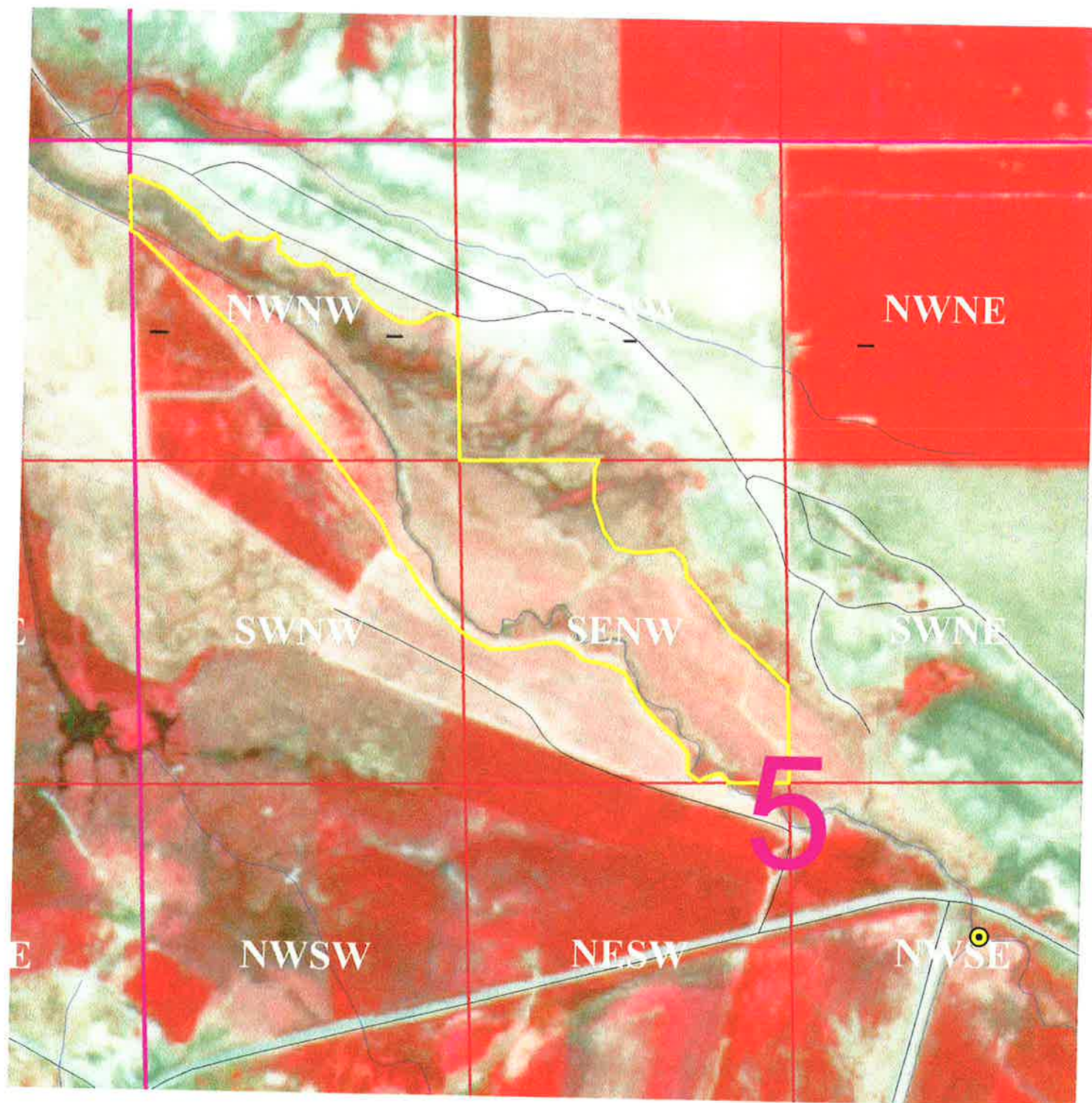
1000 0 1000 2000 Feet



Township , 12S37E



Township , 12S37E



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-4398 V1

WATER RIGHT NUMBER: 29-4398 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ELIASON LAND & CATTLE CO 350 E 780 N TREMONTON, UT 84337 (801)257-3756
Original Owner	TAWNIE ELIASON 909 W 675 N TREMONTON, UT 84337 (435)257-4500
Original Owner	SHANE ELIASON 909 W 675 N TREMONTON, UT 84337 (435)257-4500
Current Owner	ROSE TRUST 3398 HIGHLAND DR SALT LAKE CITY, UT 84106 (801)466-8118

Priority Date: 04/01/1955

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED STREAM	MARSH CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	01/01 to 12/31	0.070 CFS	
IRRIGATION	04/01 to 10/31	0.480 CFS	
	<u>Total Diversion:</u>	0.550 CFS	

Location of Point(s) of Diversion

UNNAMED STREAM	SW1/4NE1/4	Sec. 5, Twp 12S, Rge 37E, B.M.
BANNOCK County		

Place of UseIRRIGATION Within BANNOCK County

T12S R37E S05 Lot 3 NENW	0.2	T12S R37E S05 Lot 4 NWNW	1.4
T12S R37E S05 SWNW	2.2	T12S R37E S05 SENW	20.0
T12S R37E S05 NESW	0.2		

Total Acres: 24

STOCKWATER same as IRRIGATIONConditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER

THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-4398 V1

2. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Remarks:

1. Explanatory STOCKWATER, 250 CATTLE

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

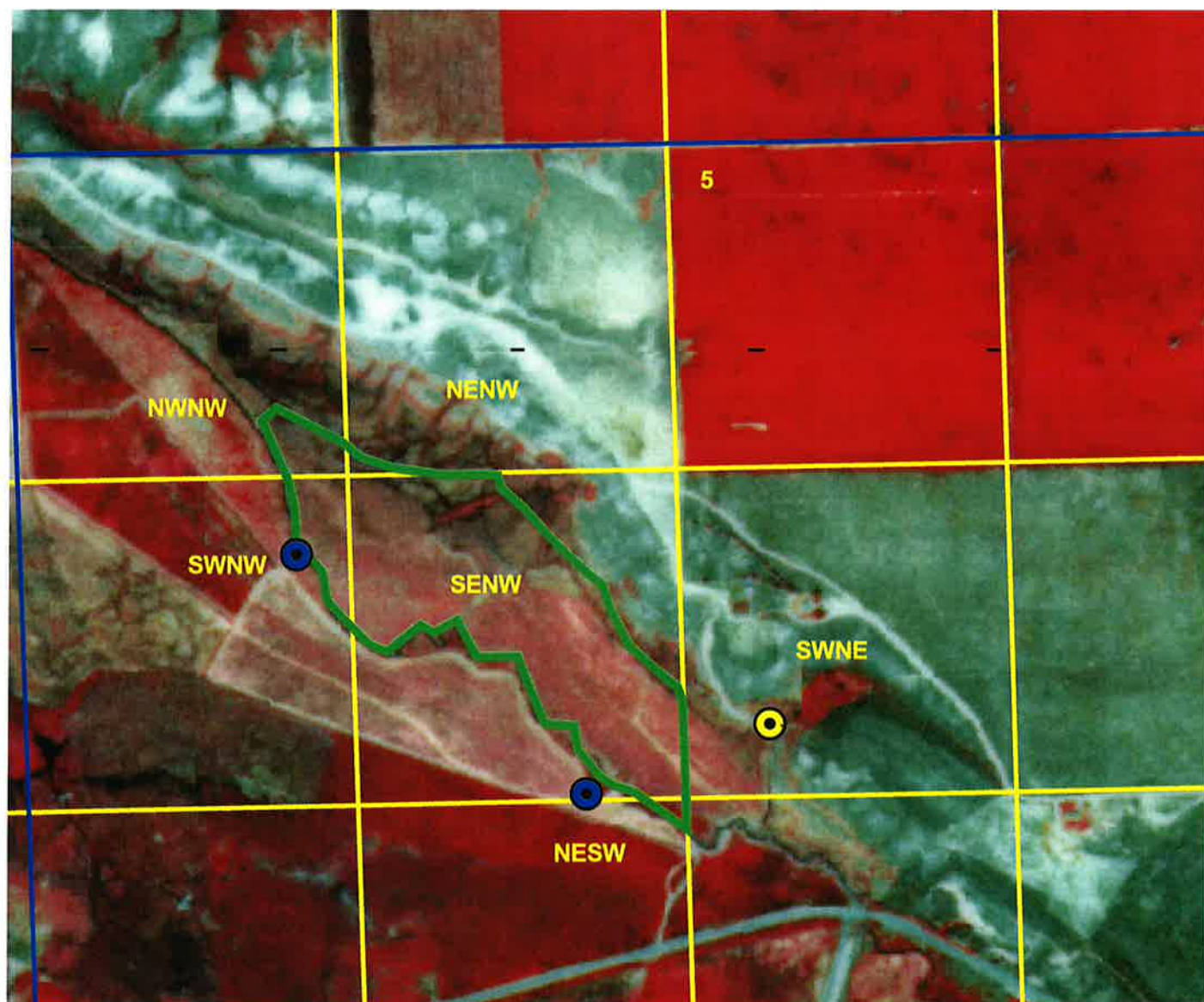
Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

29-04398

T12S, R37E SEC. 5



ACRES IRRIGATED- 24

SCANNED



POINT OF DIVERSION

MAR 30 2003



PLACE OF USE

PROFILED

**GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
DAVE CARLSON**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 01 2004
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): 29-11925 AND 29-4398
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
WESTERN AGCREDIT, FLCA
P.O. BOX 95850
SOUTH JORDAN, UT 84095
4. Name of Water Right Owner/Claimant(s)
SANDRA GOLDBERG AND STANLEY GOLDBERG, TRUSTEES OF THE ROSE TRUST, DATED JANUARY 29, 1998
5. Expiration Date of Notification Period 07/01/2023
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
David [Signature]
Assistant Vice President

For Office Use Only

Received by [Signature] Date 3-1-04 Fee \$50.00
 Receipted by [Signature] Date 3-1-04 Receipt No. CD 72863
 Processed by [Signature] AJ Date 3-2-04 WR _____ Date _____

PROFILED

SCANNED

MAR 09 2004

NOTICE OF PLEDGE

STATE OF IDAHO
Department of Water Resources
1301 North Orchard Street
Boise, ID 83706

Loan No. 0620291800 and 6202918502

Attention: State Engineer

Please be notified that

SANDRA GOLDBERG and STANLEY GOLDBERG, Trustees of the ROSE TRUST, dated January 29, 1998

have this date executed a Real Estate Mortgage in favor of the Western AgCredit, FLCA, covering certain land in **Bannock County, State of Idaho**, together with all of the Mortgagor's right to use the following:

WATER USER NO. AND PURPOSE OF WATER USE

WUC #29-11925 and #29-4398 for irrigation purposes

The said Real Estate Mortgage, given to secure a promissory note of even date, was recorded

June 6, 2003, in the office of the County Recorder of the above referenced County, as
Instrument No. 20314887
8679243.

Please file this notice with your records of the above referenced and direct notice of any intended change of the place of use or other change which materially affects the beneficiary's security interest in the said rights to the Western AgCredit, FLCA, 406 West South Jordan Parkway (Suite 500), South Jordan, Utah 84095.

Dated: May 23, 2003

Western AgCredit, FLCA

By: David G. Brown
David G. Brown
Assistant Vice President

SCANNED
MAR 30 2004

SCANNED

MAR 09 2004

Recording Requested by:

WHEN RECORDED MAIL TO:

WESTERN AgCREDIT, FLCA
BOX 95850
SOUTH JORDAN UT 84095-0850

20314887

20314887

COPY

9-1

RECORDED AT REQUEST OF

FEE 27⁰⁰ DEPUTY *mw*

Loan No. 6202918501/0620291800

**REAL ESTATE MORTGAGE,
FIXTURE FILING AND SECURITY AGREEMENT**

FIRST AMERICAN TITLE

2003 JUN 9 AM 10 55

OFFICIAL RECORD BK# 831
LARRY W. CHAN RECORDER
BANNOCK COUNTY IDAHO

FA 46969

THIS MORTGAGE is made this **23rd** day of **May, 2003** between

SANDRA GOLDBERG and STANLEY GOLDBERG, Trustees of the ROSE TRUST, dated January 29, 1998

hereinafter called "Mortgagor", and WESTERN AgCREDIT, FLCA hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business in South Jordan, Utah.

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 Bannock, State of Idaho:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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;

SCANNED

MAR 30 2003

SCANNED

MAR 09 2004

constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, 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

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

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

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

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

B IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any

9-7

EXHIBIT "A"

PARCEL 1:

TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN; BANNOCK COUNTY, IDAHO:

SECTION 31:

SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; AND THE LOTS 2 AND 3.

TOWNSHIP 12 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO:

SECTION 5:

A PART OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, AND A PART OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$, AND A PART OF THE NW $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, RUN THENCE SOUTH 1303 FEET TO THE SE CORNER OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 5; THENCE EAST 1315.58 FEET TO THE NE CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 5; THENCE SOUTH 1320 FEET TO THE SE CORNER OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 5; THENCE WEST 137 FEET TO A STAKE IN SOUTH BOUNDARY OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 5; THENCE SOUTH 31 $\frac{3}{4}$ ° WEST 260 FEET TO A STAKE IN THE CREEK; SOUTH 45°00' WEST 675 FEET TO A STAKE ON THE LEFT BANK OF MARSH CREEK;

THENCE MEANDERING ALONG LEFT BANK OF CREEK NORTH 14 $\frac{3}{4}$ ° WEST 100 FEET; NORTH 50° EAST 81 FEET; NORTH 81° EAST 63 FEET; NORTH 43° EAST 78 $\frac{1}{2}$ ° FEET; NORTH 26° WEST 130 FEET; NORTH 74° WEST 193 FEET; NORTH 37 $\frac{1}{4}$ ° EAST 105 FEET; NORTH 61 $\frac{1}{2}$ ° WEST 174 FEET; SOUTH 87° WEST 106 FEET; SOUTH 62 $\frac{3}{4}$ ° WEST 149 FEET; SOUTH 45 $\frac{3}{4}$ ° WEST 100 FEET; SOUTH 82° WEST 85 FEET; NORTH 53° WEST 363 FEET CROSSING THE CREEK FROM THE LEFT BANK TO THE RIGHT BANK;

THENCE MEANDERING ALONG RIGHT BANK OF MARSH CREEK SOUTH 88° WEST 84 FEET; NORTH 21 $\frac{3}{4}$ ° WEST 267 FEET; NORTH 70° WEST 130 FEET; NORTH 21 $\frac{1}{2}$ ° WEST 288 FEET; NORTH 70 $\frac{3}{4}$ ° WEST 404 FEET; SOUTH 55° WEST 171 FEET; NORTH 61° WEST 78 FEET; NORTH 38° WEST 87 FEET; NORTH 53 $\frac{1}{2}$ ° WEST 113 FEET; NORTH 12 $\frac{3}{4}$ ° WEST 132 FEET; NORTH 38 $\frac{1}{2}$ ° WEST 168 FEET; NORTH 5 $\frac{1}{2}$ ° WEST 99 FEET; NORTH 66° WEST 270 FEET; NORTH 45 $\frac{1}{4}$ ° WEST 194 FEET; NORTH 80 $\frac{1}{2}$ ° WEST 88 FEET; NORTH 44 $\frac{1}{4}$ ° WEST 155 FEET; NORTH 67 $\frac{1}{4}$ ° WEST 241 FEET; SOUTH 70° WEST 98 FEET; NORTH 37 $\frac{1}{4}$ ° WEST 181 FEET TO A STAKE IN THE WEST LINE OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M.;

THENCE NORTH 1000.40 FEET ALONG THE WEST BOUNDARY OF LOT 4 IN SAID SECTION 5 TO THE NW CORNER OF SAID SECTION 5; THENCE SOUTH 89°50' EAST 2640 FEET ALONG NORTH BOUNDARY OF SECTION 5 TO THE PLACE OF BEGINNING.

EXCEPTING:

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LEGAL DESCRIPTION

(Continued)

S½NE¼ OF SAID SECTION 5, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO.

PARCEL 2:

A SIXTY (60') FOOT WIDE INGRESS/EGRESS EASEMENT LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼NE¼) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE¼NE¼) OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NE¼NE¼ OF SAID SECTION 31; THENCE NORTH 1240 FEET, MORE OR LESS, ALONG THE WEST BOUNDARY OF SAID NE¼NE¼ TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 40 (F.A.P. S-1751 (1)); THENCE SOUTH 89°30'36" EAST 58 FEET, MORE OR LESS, ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A RIGHT OF WAY MONUMENT AT HIGHWAY STATION 62+00, 70 FEET RIGHT OF CENTERLINE; THENCE NORTH 84°46'46" EAST 2 FEET, MORE OR LESS, ALONG SAID RIGHT OF WAY LINE TO A POINT THAT IS 60.00 FEET EAST OF THE WEST BOUNDARY OF SAID NE¼NE¼; THENCE SOUTH 1300 FEET, MORE OR LESS, ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID NE¼NE¼ TO A POINT THAT IS 60.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SE¼NE¼ AND 60.00 FEET EAST OF THE WEST BOUNDARY OF SAID SE¼NE¼; THENCE WEST 60.00 FEET, MORE OR LESS, TO A POINT ON THE WEST BOUNDARY LINE OF THE SE¼NE¼ THAT IS 60.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 60.00 FEET ALONG THE WEST BOUNDARY OF SAID SE¼NE¼ TO THE POINT OF BEGINNING.

PARCEL 3:

A RIGHT OF ROADWAY LEADING FROM OLD U.S. HIGHWAY 191 TO THE PROPERTY LYING WEST OF THE S½ NE¼ OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AS THE SAME NOW EXISTS.

ALSO: THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MAINTAINING A SPRING AND CONVEYING THE WATER THEREFROM IN THE DITCHES AS THE SAME NOW EXISTS ON THE FOLLOWING DESCRIBED PROPERTY:

TOWNSHIP 12 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO:
SECTION 5: S½NE¼

EXCEPTING THEREFROM THE FOLLOWING:

THAT PORTION OF THE SE¼NE¼, SECTION 5, TOWNSHIP 12 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, INCLUDED IN THE FOLLOWING DESCRIPTION: A STRIP OF LAND 66 FEET WIDE BEING 33 FEET ON EACH SIDE OF THE FOLLOWING

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LEGAL DESCRIPTION
(Continued)

DESCRIBED CENTER LINE: BEGINNING AT A POINT 154 FEET, MORE OR LESS, WEST OF THE QUARTER CORNER OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THENCE NORTH 24° EAST, A DISTANCE OF 250 FEET, MORE OR LESS, THENCE ON A 80° CURVE TO THE RIGHT A DISTANCE OF 95 FEET, MORE OR LESS, TO A POINT OF ENDING ON THE SECTION LINE.

TOGETHER WITH the following described water registered with the State of Idaho Department of Water Resources: WUC#(s) 29-11925 and 29-4398.

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June 12, 2003

VIA U.S. MAIL

Eastern Regional Office
Idaho Department of Water Resources
900 North Skyline Dr.
Suite A
Idaho Falls, ID 83402

RE: Our File No. 27814-CP
Lender: Western Ag Credit
Borrower: The Rose Trusts
Property: Bannock County

Gentlemen:

Enclosed is an original Notice of Pledge together with a copy of the recorded Deed of Trust.
Please find a check enclosed in the amount of \$50.00 to cover the cost.

Let me know if you need anything else.

Thank you.

Sincerely,

Patricia Grimshaw
Assistant to Cathy Prestwich

/pg
enclosures

cc: Suzy Yack - Western Ag Credit



NOTICE OF PLEDGE

STATE OF IDAHO
Department of Water Resources
1301 North Orchard Street
Boise, ID 83706

Loan No. 0620291800 and 6202918502

Attention: State Engineer

Please be notified that

SANDRA GOLDBERG and STANLEY GOLDBERG, Trustees of the ROSE TRUST, dated January 29, 1998

have this date executed a Real Estate Mortgage in favor of the Western AgCredit, FLCA, covering certain land in Bannock County, State of Idaho, together with all of the Mortgagor's right to use the following:

WATER USER NO. AND PURPOSE OF WATER USE

WUC #29-1 1925 and #29-4398 for irrigation purposes

The said Real Estate Mortgage, given to secure a promissory note of even date, was recorded

May 2, 2003, in the office of the County Recorder of the above referenced County, as

Instrument No. 20311189 Book# 829

Please file this notice with your records of the above referenced and direct notice of any intended change of the place of use or other change which materially affects the beneficiary's security interest in the said rights to the Western AgCredit, FLCA, 406 West South Jordan Parkway (Suite 500), South Jordan, Utah 84095.

Dated: May 23, 2003

Western AgCredit, FLCA

By: LaMar Barrington

LaMar Barrington
Assistant Vice President

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FA#P39552

Recording Requested by:

WHEN RECORDED MAIL TO:

WESTERN AgCREDIT, FLCA
BOX 95850
SOUTH JORDAN UT 84095-0850

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FIRST AMERICAN TITLE

RECORDED AT REQUEST OF

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FEE 21 DEPUTY MJ

Loan No. 6202918501

REAL ESTATE MORTGAGE,
FIXTURE FILING AND SECURITY AGREEMENT

2003 MAY 2 PM 4 02

OFFICIAL RECORD BK# 825

LARRY W CHAN RECORDER

BLAINE COUNTY IDAHO

THIS MORTGAGE is made this 28th day of April, 2003 between

SANDRA GOLDBERG and STANLEY GOLDBERG, Trustees of the ROSE TRUST, dated January 29, 1998

hereinafter called "Mortgagor", and WESTERN AgCREDIT, FLCA hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business in South Jordan, Utah.

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 Bannock, State of Idaho:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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, arbitral or administrative relief in any way relating to any water or Water Asset;

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e. All storage and treatment rights for air, 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 (collectively the "Rents"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor 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. Mortgagor 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 Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

Dated	Maturity	Face Amount	Dated	Maturity	Face Amount
4/28/2003	7/1/2023	\$452,000.00			

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

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

- To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.
- 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

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constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, 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

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or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgageor's possession relative thereto;

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

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgageor threatened against or anticipated by Mortgageor, with respect to Mortgageor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgageor 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, Mortgageor 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 Mortgageor 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 Mortgageor is in breach of any of its representations, warranties or covenants as set forth above, Mortgageor, 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 Mortgageor's obligations hereunder.

(d) Mortgageor 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 Mortgageor on the Property, Mortgageor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgageor, 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 Mortgageor or within the control of Mortgageor, 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) Mortgageor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgageor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgageor'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) Mortgageor shall permit, or cause any tenant of Mortgageor 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 Mortgageor and any tenant of Mortgageor is in compliance with applicable Environmental Law. If Mortgageor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgageor 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, Mortgageor covenants and agrees as follows:

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(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 Mortgagee. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any

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payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor. Mortgagor's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. (a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
 (b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.
9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Signature(s):

Sandra Goldberg
 SANDRA GOLDBERG, Trustee of the ROSE TRUST,
 dated January 29, 1998

Stanley Goldberg
 STANLEY GOLDBERG, Trustee of the ROSE TRUST,
 dated January 29, 1998

Notary Acknowledgment:

STATE OF Utah,
 COUNTY OF Salt Lake

On the 30th day of April, 2003, personally appeared before me SANDRA GOLDBERG and STANLEY GOLDBERG (() personally known to me) (() proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as Trustee(s) under the ROSE TRUST, dated January 29, 1998, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said Trust Agreement.

WITNESS my hand and official seal

Cathy Prestwich
 Notary Public Residing in said County and State

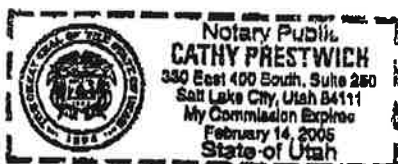


EXHIBIT "A"

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PARCEL 1

Township 11 South, Range 37 East, Boise Meridian; Bannock County, Idaho:

SECTION 31: SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; and the Lots 2 and 3.

Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho:

SECTION 5: A part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, and a part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, and a part of the NW $\frac{1}{4}$, described as follows:

Commencing at the North Quarter Corner of said Section 5, run thence South 1303 feet to the SE corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5; thence East 1315.58 feet to the NE corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence South 1320 feet to the SE corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence West 137 feet to a stake in South boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence South 31 $\frac{1}{2}$ ° West 260 feet to a stake in the creek; South 45°00' West 675 feet to a stake on the left bank of Marsh Creek;

Thence meandering along left bank of creek North 14 $\frac{1}{4}$ ° West 100 feet; North 50° East 81 feet; North 81° East 53 feet; North 43° East 78 $\frac{1}{2}$ feet; North 26° West 130 feet; North 74° West 193 feet; North 37 $\frac{1}{4}$ ° East 105 feet; North 61 $\frac{1}{2}$ ° West 174 feet; South 87° West 106 feet; South 62 $\frac{1}{4}$ ° West 149 feet; South 45 $\frac{1}{4}$ ° West 100 feet; South 82° West 85 feet; North 53° West 363 feet crossing the creek from the left bank to the right bank;

Thence meandering along right bank of Marsh Creek South 88° West 84 feet; North 21 $\frac{1}{4}$ ° West 267 feet; North 70° West 130 feet; North 21 $\frac{1}{2}$ ° West 288 feet; North 70 $\frac{3}{4}$ ° West 404 feet; South 55° West 171 feet; North 61° West 78 feet; North 38° West 87 feet; North 53 $\frac{1}{2}$ ° West 113 feet; North 12 $\frac{1}{4}$ ° West 132 feet; North 38 $\frac{1}{2}$ ° West 168 feet; North 5 $\frac{1}{2}$ ° West 99 feet; North 66° West 270 feet; North 45 $\frac{1}{4}$ ° West 194 feet; North 80 $\frac{1}{2}$ ° West 88 feet; North 44 $\frac{1}{4}$ ° West 155 feet; North 67 $\frac{1}{4}$ ° West 241 feet; South 70° West 96 feet; North 37 $\frac{1}{4}$ ° West 181 feet to a stake in the West line of Section 5, Township 12 South, Range 37 East, Boise Meridian;

Thence North 1000.40 feet along the West Boundary of Lot 4 in said Section 5 to the NW corner of said Section 5; thence South 89°50' East 2640 feet along North boundary of Section 5 to the place of beginning.

EXCEPTING:

S $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho.

PARCEL 2:

A sixty (60') foot wide ingress/egress easement located in the Northeast Quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 31, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho, and more particularly described as follows:

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Beginning at the Southwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31; thence North 1240 feet, more or less, along the West Boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Southerly right of way line of Highway 40 (F.A.P. S-1751 (1)); thence South 89°30'36" East 58 feet, more or less, along said Southerly right of way line to a right of way monument at Highway Station 62+00, 70 feet right of centerline; thence North 84°46'46" East 2 feet, more or less, along said right of way line to a point that is 60.00 feet East of the West Boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 1300 feet, more or less, along a line 60.00 feet East of and parallel with the West Boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to a point that is 60.00 feet South of the North boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ and 60.00 feet East of the West Boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence West 60.00 feet, more or less, to a point on the West boundary line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ that is 60.00 feet South of the Point of beginning; thence North 60.00 feet along the West boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of beginning.

PARCEL 3

A right of roadway leading from old U.S. Highway 191 to the property lying West of the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho as the same now exists.

Also: the right of ingress and egress for the purpose of maintaining a spring and conveying the water therefrom in the ditches as the same now exists on the following described property:

Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho:
Section 5: S $\frac{1}{2}$ NE $\frac{1}{4}$

Excepting therefrom the following:

That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho, included in the following description: A strip of land 66 feet wide being 33 feet on each side of the following described center line: Beginning at a point 154 feet, more or less, West of the Quarter corner of Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho; thence North 24° East, a distance of 250 feet, more or less, thence on a 80° curve to the right a distance of 95 feet, more or less, to a point of ending on the section line.

TOGETHER WITH the following described water registered with the State of Idaho Department of Water Resources: WUC #29-11925 and #29-4398.

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MAR 30 2006

02/08/2003

Dave

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: April 21, 2003

Water right number: 29-4398

TAWNIE ELIASON
909 W 675 N
TREMONTON UT 84337
Telephone Number: (435)257-4500

SHANE ELIASON
909 W 675 N
TREMONTON UT 84337
Telephone Number: (435)257-4500

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: Feb - 24 SIGNATURE: *Shane Eliason*
Please print your name: Shane Eliason

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

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SCANNED
MAR 30 2003

RECEIVED
FEB 20 2003
Department of Water Resources
Idaho Falls, Idaho

DELOG
DC
6/13/2003 6-13-03

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
<u>29-11925</u>	_____	___	_____	_____	___
<u>29-4398</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) SHANE ELIASON & TAWNIE ELIASON
1063 N. Valleyview Dr., Tremonton, UT 84337
4. New Owner/Claimant(s) ROSE TRUST
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 3398 Highland Drive
- City, State and ZIP Code Salt Lake City, UT 84106
- New Telephone Number (801)-466-8118
5. Date you acquired the property May 2, 2003

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MAR 30 2006

RECEIVED
JUN 13 2003

Department of Water Resources
Eastern Region

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable) _____

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

For Office Use Only

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

SCANNED
MAR 30 2000



First American Title Insurance Company

National/Commercial Division

330 East 400 South, Suite 250, Salt Lake City, Utah 84111
(801) 536-3200

May 5, 2003

VIA U.S. MAIL

Attn: Joan Williams
Scott's Land Title Company
P.O. Box 145, 44 North Main Street
Malad City, ID 83252

RE:	Your File No.	P39552-CP
	Our File No.	23006-CP
	Lender:	Western Ag Credit
	Borrower:	The Goldberg Trusts
	Property:	Salt Lake County and Idaho Property

Dear Joan:

Enclosed is a check for \$50.00 made payable to the Idaho Department of Water Resources. It is my understanding that this fee is required in your State to transfer the water. Please forward with Notice of Pledge.

Thanks again for all of your help. It has been a pleasure to work with you!

Please give me a call.

Thank you.

Sincerely,


Cathy C. Prestwich
Licensed Escrow Officer

SCANNED
MAR 30 2006

NOTICE OF PLEDGE

STATE OF IDAHO
Department of Water Resources
1301 North Orchard Street
Boise, ID 83706

Loan No. 6202918501

Attention: State Engineer

Please be notified that

SANDRA GOLDBERG and STANLEY GOLDBERG, Trustees of the ROSE TRUST, dated January 29, 1998

have this date executed a Real Estate Mortgage in favor of the Western AgCredit, FLCA, covering certain land in **Bannock County, State of Idaho**, together with all of the Mortgagor's right to use the following:

WATER USER NO. AND PURPOSE OF WATER USE

WUC #29-11925 and #29-4398 for irrigation purposes

The said Real Estate Mortgage, given to secure a promissory note of even date, was recorded

MAY 2, 2003, in the office of the County Recorder of the above referenced County, as

Instrument No. 20311189.

Please file this notice with your records of the above referenced and direct notice of any intended change of the place of use or other change which materially affects the beneficiary's security interest in the said rights to the Western AgCredit, FLCA, 406 West South Jordan Parkway (Suite 500), South Jordan, Utah 84095.

Dated: April 28, 2003

Western AgCredit, FLCA

By: 

David G. Brown
Assistant Vice President

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20311188

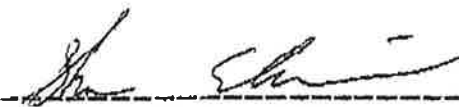
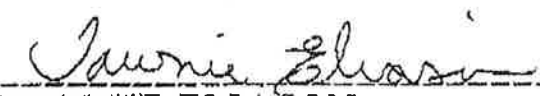
WARRANTY DEED

For Value Received, SHANE ELIASON and TAWNIE ELIASON, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto SANDRA GOLDBERG and STANLEY GOLDBERG, as Trustees of the ROSE TRUST, dated January 29, 1998, the Grantee, whose current address is 3398 Highland Drive, Salt Lake City, UT, 84106, the following described premises in Bannock County, Idaho, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART
HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever, and the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will Warrant and Defend the same from all lawful claims.

Dated April 30, 2003.

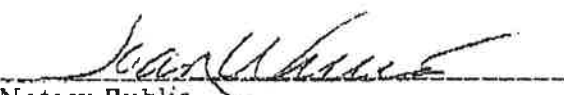
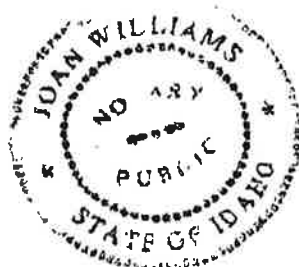

SHANE ELIASON
TAWNIE ELIASON

STATE OF IDAHO
COUNTY OF ONEIDA

SS

On this 30th day of April, 2003, before me, a Notary Public in and for said State, personally appeared SHANE ELIASON and TAWNIE ELIASON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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


Notary Public
Residing at Malad City, ID
My Commission Expires: 5-6-2003SCANNED
MAR 30 2006

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SCHEDULE "A"

PARCEL 1:

Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho:

Section 31: SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; and the Lots 2 and 3

Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho:

Section 5:

A part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, and a part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, and a part of the NW $\frac{1}{4}$ described as follows:

Commencing at the North Quarter Corner of said Section 5, run thence South 1303 feet to the SE Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5; thence East 1315.58 feet to the NE Corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence South 1320 feet to the SE Corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence West 137 feet to a stake in South boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence South 31 $\frac{3}{4}$ ° West 260 feet to a stake in the creek; South 45° 00' West 675 feet to a stake on the left bank of Marsh Creek; thence meandering along left bank of Creek North 14 $\frac{3}{4}$ ° West 100 feet; North 50° East 81 feet; North 81° East 53 feet; North 43° East 78 $\frac{1}{2}$ feet; North 26° West 130 feet; North 74° West 193 feet; North 37 $\frac{1}{4}$ ° East 105 feet; North 61 $\frac{1}{2}$ ° West 174 feet; South 87° West 106 feet; South 62 $\frac{3}{4}$ ° West 149 feet; South 45 $\frac{3}{4}$ ° West 100 feet; South 82° West 85 feet; North 53° West 363 feet crossing the Creek from the left bank to the right bank; thence meandering along right bank of Marsh Creek South 88° West 84 feet; North 21 $\frac{3}{4}$ ° West 267 feet; North 70° West 130 feet; North 21 $\frac{1}{2}$ ° West 288 feet; North 70 $\frac{3}{4}$ ° West 404 feet; South 55° West 171 feet; North 61° West 78 feet; North 38° West 87 feet; North 53 $\frac{1}{4}$ ° West 113 feet; North 12 $\frac{3}{4}$ ° West 132 feet; North 38 $\frac{1}{2}$ ° West 168 feet; North 5 $\frac{1}{4}$ ° West 99 feet; North 66° West 270 feet; North 45 $\frac{1}{4}$ ° West 194 feet; North 80 $\frac{1}{2}$ ° West 88 feet; North 44 $\frac{1}{4}$ ° West 155 feet; North 67 $\frac{1}{4}$ ° West 241 feet; South 70° West 96 feet; North 37 $\frac{1}{4}$ ° West 181 feet to a stake in the West line of Section 5, Township 12 South, Range 37 E.B.M.; thence North 1000.40 feet along the West boundary of Lot 4 in said Section 5 to the NW Corner of said Section 5; thence South 89° 50' East 2640 feet along North boundary of Section 5 to the place of beginning.

EXCEPTING:

S $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 5, Township 12 South, Range 37 E.B.M., Bannock County, Idaho.

PARCEL 2:

A Sixty (60') foot wide ingress/egress easement located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho, and more particularly described as follows:

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MAR 30 2006

3-3

20311188

Beginning at the Southwest Corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31, thence North 1240 feet, more or less, along the West boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Southerly right of way line of Highway 40 (F.A.P. S-1751 (1)); Thence South 89°30'36" East 58 feet, more or less, along said Southerly right of way line to a right of way monument at Highway Station 62+00, 70 feet right of centerline; thence North 84°46'46" East 2 feet, more or less, along said right of way line to a point that is 60.00 feet East of the West boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 1300 feet, more or less, along a line 60.00 feet East of and parallel with the West boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to a point that is 60.00 feet South of the North boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ and 60.00 feet East of the West boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence West 60.00 feet, more or less, to a point on the West boundary line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ that is 60.00 feet South of the point of beginning; thence North 60.00 feet along the West boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of beginning

PARCEL 3:

A right of roadway leading from Old U.S. Highway 191 to the property lying West of the S $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho, as the same now exists.

TOGETHER WITH the right of ingress and egress for the purpose of maintaining a spring and conveying the water therefrom in the ditches as the same now exists on the following described property:

Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho: Section 5: S $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM THE FOLLOWING:

That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho, included in the following description: A strip of land 66 feet wide being 33 feet on each side of the following described center line: Beginning at a point 154 feet, more or less, West of the Quarter Corner of Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho; thence North 24° East a distance of 250 feet, more or less; thence on a 80° curve to the right a distance of 95 feet, more or less, to a point of ending on the Section line.

TOGETHER WITH the water and water rights in and to a spring rising upon the S $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, Township 12 South, Range 37 East, Boise Meridian, Bannock County, Idaho, and TOGETHER WITH the right of ingress and egress for the purpose of maintaining and conveying the water from said spring in the ditches as the same now exists.

TOGETHER WITH water rights filed with the State of Idaho, Department of Water Resources, under water right No. 29-11925 and water right No. 29-4398.

TOGETHER WITH all Sellers' interest in and to all oil, gas, mineral, and geothermal rights

SE.
TE

20311188

FIRST AMERICAN TITLE

RECORDED AT REQUEST OF

FEE 9- DEPUTY MI

2003 MAY 2 PM 4 07

OFFICIAL RECORD BOOK 825
LARRY W. CHAN RECORDER
BANNOCK COUNTY IDAHO

SCANNED

MAR 30 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 13, 2003

JOAN WILLIAMS
SCOTTS LAND TITLE CO
PO BOX 145
MALAD ID 83252

RE: RET'D CHECK 3701561 FOR \$50 (CHANGE OF OWNERSHIP ELIASON – ROSE TRUST)

Dear Ms. Williams:

I am returning the above referenced check because a fee is not required to change the ownership of an adjudication claim.

Sincerely,

Jennifer Crabtree
Technical Records Specialist

Enclosure

SCANNED

MAR 30 2006

DATE: 05/05/2003

FILE NO. NCS-23006-SLC

SETTLEMENT DATE:

CHECK AMOUNT: \$ 50.00

BUYER: Goldberg

SELLER:

Property Address: See attached legal description, Salt Lake City, UT

New Loan Costs

Charge Details:

Re:

Thank you for doing business with First American Title Insurance Agency, Inc. National Commercial Services

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

 **First American Title Insurance Agency,**
Inc. National Commercial Services
330 East 400 South, Suite 250
Salt Lake City, UT 84111
(801) 536-3100

PR. NATLAC
Ofc. 370

Wells Fargo Bank, N.A.

3701561

93-516/929

Date 05/05/2003

FILE NO. NCS-23006-SLC

PAY

*****\$50.00*****

DOLLARS

*****50.00

Re:

Escrow Trust Account

TO THE
ORDER
OF

Idaho Department of Water Resources



THE FACE OF THIS DOCUMENT INCLUDES A HIDDEN WORD - DO NOT CASH IF THE WORD VOID IS VISIBLE
3701561 092905168 4990001341

First American Title Insurance Agency, Inc. National Commercial Services, Salt
Lake City

CHECK NO. 3701561

PR. NATLAC Ofc. 370

(cp/lj)

Wells Fargo Bank, N.A. - Acct# 4990001341 ABA# 092905168

DATE: 05/05/2003

FILE NO. NCS-23006-SLC

SETTLEMENT DATE:

CHECK AMOUNT: \$ 50.00

PAY TO THE ORDER OF: Idaho Department of Water Resources

BUYER: Goldberg
SELLER:
New Loan Costs
Re:

Property Location: See attached legal description, Salt Lake City, UT

Charge Details:

SCANNED

MAR 30 2006

Scott's Land Title Co.
44 Main Street, P. O. Box 145
Malad City, Idaho 83252
Telephone (208) 766-4000
Fax: (208) 766-9000

June 12, 2003

State of Idaho
Department of Water Resources
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

Dear Sir/Madame

Enclosed is a Notice of Change in Water Right. I was requested by a title company in Salt Lake City to forward a check and their documentation to you; however, they did not include the Notice of Change. I prepared a Notice of Change and sent to the new Buyer, but they have never returned it to me. I have called and written but receive no reply. Can this be changed without the new Buyer signing the Notice of Change in Water Right?

Please contact me if the change cannot be made without their signature.

Very truly yours,

SCOTT'S LAND TITLE CO.



BY: Joan Williams

jw

Enclosures

SCANNED
MAR 30 2006

RECEIVED

JUN 13 2003

Department of Water Resources
Eastern Region

ok DC

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) 29-04398
Adjudication Claim Number(s) A29-04398, A29-11925
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 - AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) ELIASON LAND & CATTLE CO
350 E 780 N, TREMONTON, UT 84337
4. New Owner/Claimant(s) SHANE or TAWNIE ELIASON
Name connector (Check one): ☐ AND, ☒ OR, ☐ AND/OR
New Mailing Address P.O. BOX 766 909 W. 675 N.
City, State and ZIP Code SNOWVILLE, UT 84336 Tremonton UT 84337
New Telephone Number (801) 872-8190
5. Date you acquired the property 435-257-4500 4/15/94
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) [Signature] Date 9-11-02
Date _____
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

MAR 30 2006

Eliason Ranch Trucking, LLC

909 West 675 North
Tremonton, Utah 84337
phone (435) 257-4500
fax (435) 257-0181

Fax Cover Sheet

Date: 9-13-02

Attention: DAVE CARLSON

Fax Number: 208-525-7177

Re: CORP DEED

From: Katie/Shane

Number of sheets including letterhead: 2 (1 legal size)

Comments:

If you have any questions or comments regarding this fax please let me know.
Please let me know if this is all you need.

Thanks,
Katie

**"Big Enough to Serve You,
Small Enough to Care!"**

SCANNED

MAR 30 2003

1-666-10181

CORPORATION DEED

97008948

For Value Received

ELIASON LAND AND CATTLE COMPANY, AN IDAHO CORPORATION

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

SHANE ELIASON AND TAWNIE ELIASON, HUSBAND AND WIFE

whose current address is

3600 E. ELIASON
DOWNEY, ID 83234

the following described real estate, to-wit:

TOWNSHIP 12 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO.

SECTION 5: S1/2NE1/4

EXCEPTING THEREFROM THE FOLLOWING:

THAT PORTION OF THE SE1/4NE1/4, SECTION 5, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M.,
INCLUDING IN THE FOLLOWING DESCRIPTION;

A STRIP OF LAND 66 FEET WIDE BEING 33 FEET ON EACH SIDE OF THE FOLLOWING
DESCRIBED CENTER LINE; BEGINNING AT A POINT 154 FEET, MORE OR LESS, WEST
OF THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M.,
THENCE NORTH 24° EAST, A DISTANCE OF 250 FEET, MORE OR LESS, THENCE ON A 80°
CURVE TO THE RIGHT A DISTANCE OF 95 FEET; MORE OR LESS, TO A POINT OF ENDING
ON THE SECTION LINE.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee^s,
THEIR heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has
caused its corporate name to be hereunto subscribed by its President and its corporate seal to be
affixed by its Secretary this JANUARY 22, 1997

NOTARY SEAL

By

B. Clair Eliason
PRESIDENT.

ATTEST:

Patricia Goodrow
SECRETARY.

WISCONSIN
STATE OF ~~IDAHO~~ COUNTY OF MILWAUKEE
ON THIS 17th day of February, 1997,
before me, a notary public in and for said State, personally appeared
B. CLAIR ELIASON and
PATRICIA GOODROW, known to me to be
the President and Secretary of the corporation that executed this in-
strument or the persons who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed
the same.

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

Victoria Lynn Callahan
Notary Public
Residing at FRANKLIN, WISCONSIN, Idaho
Comm. Expires 06-08-97

97008948

NO
RECORDED AT REQUEST OF
ALLIANCE TITLE & ESCROW

57 MAY 30 PM 4 51

BOOK 10689
BANNOCK COUNTY IDAHO
LARRY W. HAN RECORDER
FEE 30 DEPUTY N

SCANNED

MAR 30 2006

FA-28572

2-1

CORPORATION DEED

99004723

FOR VALUE RECEIVED, ELIASON LAND AND CATTLE COMPANY,
an Idaho Corporation with it's principal place of business at Snowville, Utah, does
hereby Grant, Bargain, Sell and Convey unto SHANE ELIASON and TAWNIE
ELIASON, husband and wife, whose current address is P. O. Box 766, Snowville,
Utah 84336, the Grantees, the following described real property situated in the
County of Bannock, State of Idaho, to-wit:

Township ~~12~~¹¹ South, Range 37 East, Boise Meridian:

Section 31: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and
the Lots 2 and 3

Township 12S, Range 37: Section 5: S $\frac{1}{2}$ NE $\frac{1}{4}$, and a part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, and a part of the
EBM NE $\frac{1}{4}$ SW $\frac{1}{4}$, and a part of the NW $\frac{1}{4}$, described as follows:

Commencing at the North quarter corner of said Section 5, run thence South
1303 feet to the SE corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, thence East 1315.58 feet
to the NE corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, thence South 1320 feet to the SE
Corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, thence West 137 feet to a stake in South
Boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, thence South 31 $\frac{3}{4}$ ° West 260 feet to a
stake in the Creek, South 45°00' West 675 feet to a stake on the left bank of Marsh
Creek, thence meandering along left bank of creek North 14 $\frac{3}{4}$ ° West 100 feet,
North 50° East 81 feet, North 81° East 53 feet, North 43° East 78 $\frac{1}{2}$ feet, North 26°
West 130 feet, North 74° West 193 feet, North 37 $\frac{1}{4}$ ° East 105 feet, North 61 $\frac{1}{2}$ °
West 174 feet, South 87° West 106 feet, South 62 $\frac{3}{4}$ ° West 149 feet, South 45 $\frac{3}{4}$ °
West 100 feet, South 82° West 85 feet, North 53° West 363 feet crossing the creek
from the left bank to the right bank, thence meandering along right bank of Marsh
Creek South 88° West 84 feet, North 21 $\frac{3}{4}$ ° West 267 feet, North 70° West 130 feet,
North 21 $\frac{1}{2}$ ° West 288 feet, North 70 $\frac{3}{4}$ ° West 404 feet, South 55° West 171 feet,
North 61° West 78 feet, North 38° West 87 feet, North 53 $\frac{1}{2}$ ° West 113 feet, North
12 $\frac{3}{4}$ ° West 132 feet, North 38 $\frac{1}{2}$ ° West 168 feet, North 5 $\frac{1}{2}$ ° West 99 feet, North
66° West 270 feet, North 45 $\frac{1}{4}$ ° West 194 feet, North 80 $\frac{1}{2}$ ° West 88 feet, North 44 $\frac{1}{4}$ °
West 155 feet, North 67 $\frac{1}{4}$ ° West 241 feet, South 70° West 96 feet, North 37 $\frac{1}{4}$ ° West
181 feet to a stake in the West line of Section 5, Township 12 South, Range 37
E.B.M., thence North 1000.40 feet along the West boundary of Lot 4 in said Section
5 to the NW corner of said Section 5, thence South 89°50' East 2640 feet along North
boundary of Section 5 to the place of beginning

Containing 153.68 acres, more or less. Also any and all water, water rights,
ditches and ditch rights, however evidenced, belonging to or used in connection with
said lands above described or any part or parcel thereof.

SUBJECT TO existing roadways and easements.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto
the said Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board
of Directors has caused its corporate name to be hereunto subscribed by its President
and its corporate seal to be affixed by its Secretary this 1st day of August, 1995

ELIASON LAND AND CATTLE COMPANY

By B. Clair Eliason

B. CLAIR ELIASON

President

SCANNED

MAR 30 2006

2-2

99004723

(Corporate Seal)

Attest:

Patricia Goodro 8/2/95
PATRICIA GOODRO Secretary

CORPORATE SEAL

STATE OF IDAHO
COUNTY OF ONEIDA,

ss

On this 2nd day of August, 1995, before me, the undersigned Notary Public in and for said State, personally appeared B. CLAIR ELIASON, and PATRICIA GOODRO, known to me to be the President and Secretary of the corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year in this certificate written.

[Signature]

Notary Public
Residing at Malad City, Idaho
My Comm. Exp. 12/14/00

NOTARY SEAL

NO 99004723
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE
*99 MAR 10 PM 4 17

pd
OFFICIAL RECORD BOOK NO. 134
BANKS COUNTY IDAHO
LARRY W. SHAN RECORDER
FEE 10.00 DEPUTY DW (ct)
pd

SCANNED
MAR 30 2006



29-4398

Aug 2001

PROFILED

SCANNED
MAR 30 2006

JUN 04 2001

Log for claim A29-04398

Spatial Dynamics TWB

5/30/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
12s37e	5	NWNW	15	16	
12s37e	5	SWNW	7	4.3	
12s37e	5	SENW	24	21	
Totals:			46	41.3	

Marsh Crk

N42 24 30.8 (4731)
W112 09 30.0

pod

N42 24 34.9 4730
W112 09 29.5

207581

ditch

N42 24 36.6 4700
W112 09 33.9

fence

N42 24 43.9 4746
W112 09 39.0

(7) If you are claiming water as a member of an organization, list name of organization:

AJ5809NP
No. A29-04398

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/24/00
PAGE: 126

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ELIASON LAND & CATTLE CO 350 E 780 N TREMONTON UT 84337 (801) 257-3756	01/01/1951	IRRIGATION STOCKWATER	04-01 11-01 01-01 12-31	2.000 CFS 0.070 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					2.070 CFS	115.00 AFA

Water Source: UNNAMED STREAM

Tributary to: MARSH CREEK

Stage: STATUTORY CLAIM

Point(s) of Diversion:

T12S R37E S05

NWSE

BANNOCK County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
12S	37E	5	:							15	07	24								:	46.0
																				TOTAL ACRES	46.0

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: BANNOCK

Non-Irrigation Uses: S/250 CATTLE

Other Rights: NONE

Other Water Rights Listing Overlapping Place(s) of Use:
A29-02356

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:	
		Presumption Flag:	
Audit:	05/01/90 JONES	07/22/94 THOMPSON	03/29/95 POST-STD

I, David Eliason have witness the irrigation and use of the water in Bannock county since the time my father purchased the ranch in the mid 1950's. The two water adjudication numbers are #A29-11925 and #A29- 04398. We have used and irrigated these two water claims for as long as we have owned it. I know that they irrigated this land before we bought it.

David Eliason

State of Utah, County of Box Elder) ss

On the 24th day of March, 1995 personally appeared before me DAVID ELIASON, the signer of the within document, who duly acknowledged to me that he executed the same.



[Signature]
Notary Public in and for said
County and State

RECEIVED

MAR 28 1995

Department of Water Resources
Eastern District Office

MICROFILMED
NOV 12 1990

3-24-95

to whom it may concern.

Here are two notarized affidavits that support claims numbers A29-04398 and number A29-11925. If you are in need of additional ~~information~~ documents, please contact me at -801-257-3756 or 780 N 350 E Tremonton, Utah, 84337.

Thank you
Dwight Elson

RECEIVED

MAR 28 1995

Department of Water Resources
Eastern District Office

MICROFILMED

NOV 13 1990

I, Von Bloxham have been a resident of Bannock county, living west of Downey for almost fifty years. During this time I have lived nexted to the Eliason Ranch and have witnessed the irrigation of their upper meadow which is number A29-04398. This meadow has been irrigated from a stream that flows into Marsh creek. Also during this time I have watched and helped irrigate the lower meadow which is #A29-11925. This meadow is irrigated from a stream that springs up on my property and also flows into marsh creek. I am very acquainted with this Ranch and know that it has been continually irrigated for at least fifty years.

Von G Bloxham

On this 22nd day of March 1995 before me, a notary public residing in Bannock County, Idaho, appeared Von G. Bloxham known to me personally. My commission expires 3-11-97.

Carleen C. Deber

RECEIVED

MAR 28 1995

Department of Water Resources
Eastern District Office

MICROFILMED

NOV 13 1990

JUN 04 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: A29-04398
Date Received: 5/01/1990
Receipt No: E013991
Received By: ACW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ELIASON LAND & CATTLE CO.
Address: 350 E. 780 N.
TREMONTON, UT

801-257-3756

84337

2. Date of Priority: JAN 01, 1951

3. Source: UNNAMED STREAM

Trib. to: MARSH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
12S	37E	5	NW	SE			BANNOCK

5. Description of diverting works:
DITCHES TO FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.000		
STOCKWATER	01/01	12/31	0.070		

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

A.F.A.

8. Total consumptive use is

~~300.0~~ 119.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/250 CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	37E	5	NW	NW		IRR	15.0
			SW	NW		IRR	7.0
			SE	NW		IRR	24.0

A29-04398

Page 1

Date: 05/01/90

MICROFILMED
NOV 13 1992

A2904398



10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	46.0
					Total Acres	46.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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 Organizations:

I do solemnly swear or affirm that I am Director of
Eliaison Land & Cattle Co., that I have signed the foregoing
Organization Title
document in the space below as Director of
Title
Eliaison Land & Cattle Co. and that the statements contained in the
Organization
foregoing document are true and correct.

David Eliaison
Signature of Authorized Agent
Director Eliaison Land & Cattle
Title and Organization
5-1-90
Date

State of Idaho)
County of Donnerville) SS.

Subscribed and sworn (or affirmed) before me this 1st day

of May 19 90

Seal

Charles Wray
Notary Public

Residing at Wabo Falls

My Commission Expires 5/29/99

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A29-04398	12S 37E	5		NW	SE			BANNOCK		
OTHER AJ CLAIMS WITH SAME AJ POD			WR RECORDS IN SAME 40 ACRE TRACT							
A PREFIX			R PREFIX							
NONE			NONE							
			29-02356							

SOURCE: UNNAMED STREAM

TRIB: MARSH CREEK

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
29-04398	12S 37E	5		SW	SE			BANNOCK		
OTHER WR RECORDS WITH SAME WR POD			AJ CLAIMS IN SAME 40 ACRE TRACT							
			A PREFIX							
			R PREFIX							
29-02325			A29-02187							
29-02356			A29-02325A							
			A29-02325B							
			A29-02325C							

SOURCE: SPRING

TRIB: MARSH CREEK

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A() Y() N()

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y() N()

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y() N()

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y() N()

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM _____) Y(____) N(____)

AJ FIELD EXAM (DATE OF FIELD EXAM _____ NAME OF EXAMINER _____) Y(____) N(____)

OTHER (DESCRIBE IN NOTES BELOW)

NOTES: _____

=====

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (____)

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NBR
12S	37E	5		NW	SE			BANNOCK		
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

SOURCE: _____ TRIB: _____

REVIEWED BY: _____ DATE: _____

=====

SYSTEM DESCRIPTION: DESCRIBED BELOW (____), SEE LICENSE FILE (____), OR SEE ATTACHMENT (____)

A. ROOT WATER RIGHT NUMBERS: A29-04398

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
12S	37E	5	NW	NW		ELIASON LAND & CATTLE CO MC NEE, GERALDINE B	A29-04398 / 15.0 A29-02356 / 8.0	29-04398 / 40.0 29-02356 / 15.0			
12S	37E	5	SW	NW		ELIASON LAND & CATTLE CO MC NEE, GERALDINE B	A29-04398 / 7.0 A29-02356 / 9.0	29-04398 / 40.0 29-02356 / 15.0	42.0		
12S	37E	5	SE	NW		ELIASON LAND & CATTLE CO MC NEE, GERALDINE B	A29-04398 / 24.0 A29-02356 / 17.7	29-04398 / 40.0 29-02356 / 5.0	36.0		

ADDITIONAL POU FOUND

TOTAL ACRES A29-04398 46.00 120.00 78.00

POU COUNTY: BANNOCK

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y() N()

* IF YES, ARE THESE TRACTS LISTED ABOVE (), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A29-04398	UNNAMED STREAM	ELIASON LAND & CATTLE CO	2.070	0.045		
A29-02356	MARSH CREEK	MC NEE, GERALDINE B	0.700	0.020		

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: NONE

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y() N()

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y() N()

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y() N()

NOV 13 1992
MICROFILMED

