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 37-7677
Date Received: 8/31/88
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JAMES WOLFE Phone: (208)934-5567
1955B S 2400 E
GOODING ID 83330

JULIE WOLFE Phone: (208)934-5567
1955B S 2400 E
GOODING ID 83303

2. Date of Priority: 09/15/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06S	15E	12	NW NE SE		GOODING

5. Description of diverting works:

WELL, PUMP, DITCHES & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	2	520

7. Total Quantity Appropriated is:
2 C.F.S. and/or 520 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
06S	15E	12	NE	SE		IRRIGATION	34
			NW	SE		IRRIGATION	39
			SW	SE		IRRIGATION	37
			SE	SE		IRRIGATION	20
						Section Acres	130
						Total Acres	130

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:

14. Remarks:

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.
1/17/01 tf; ownership changed Walker to Wolfe per 1409(6) and documents received 1/16/01. Claim also amended to conform to license issued 11/15/91.

15. Basis of Claim: License

State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

January 22, 2001

JAMES WOLFE
JULIE WOLFE
1955B S 2400 E
GOODING ID 83330

RE: SRBA Claim(s) 37-07677
Decreed Water Rights 37-11207, 37-11208

Dear Mr. and Mrs. Wolfe:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the claim and water rights noting the change in owner. Review these records and if there is an error, or should you have any questions, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

Form 42-248/42-1409(6) July, 2000

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

RECEIVED
JAN 16 2001
Department of Water Resource
Southern Region

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (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
37-11207					
37-11208					
	A37-07677				

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

X A. The appropriate **FILING FEE.** See instructions for fee amounts. $50

X 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

X 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): Walker, John and Carol

X4. New Owner/Claimant(s): Wife James & Julie

Name Connector (Check one): [ ] and, [ ] or, [ ] and or

New Mailing Address: 1955 B South 2400 EAST

City, State and ZIP Code: Gooding Idaho 83330

New Telephone Number: (208) 934-5567

X5. Date you acquired the property: 1996

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)

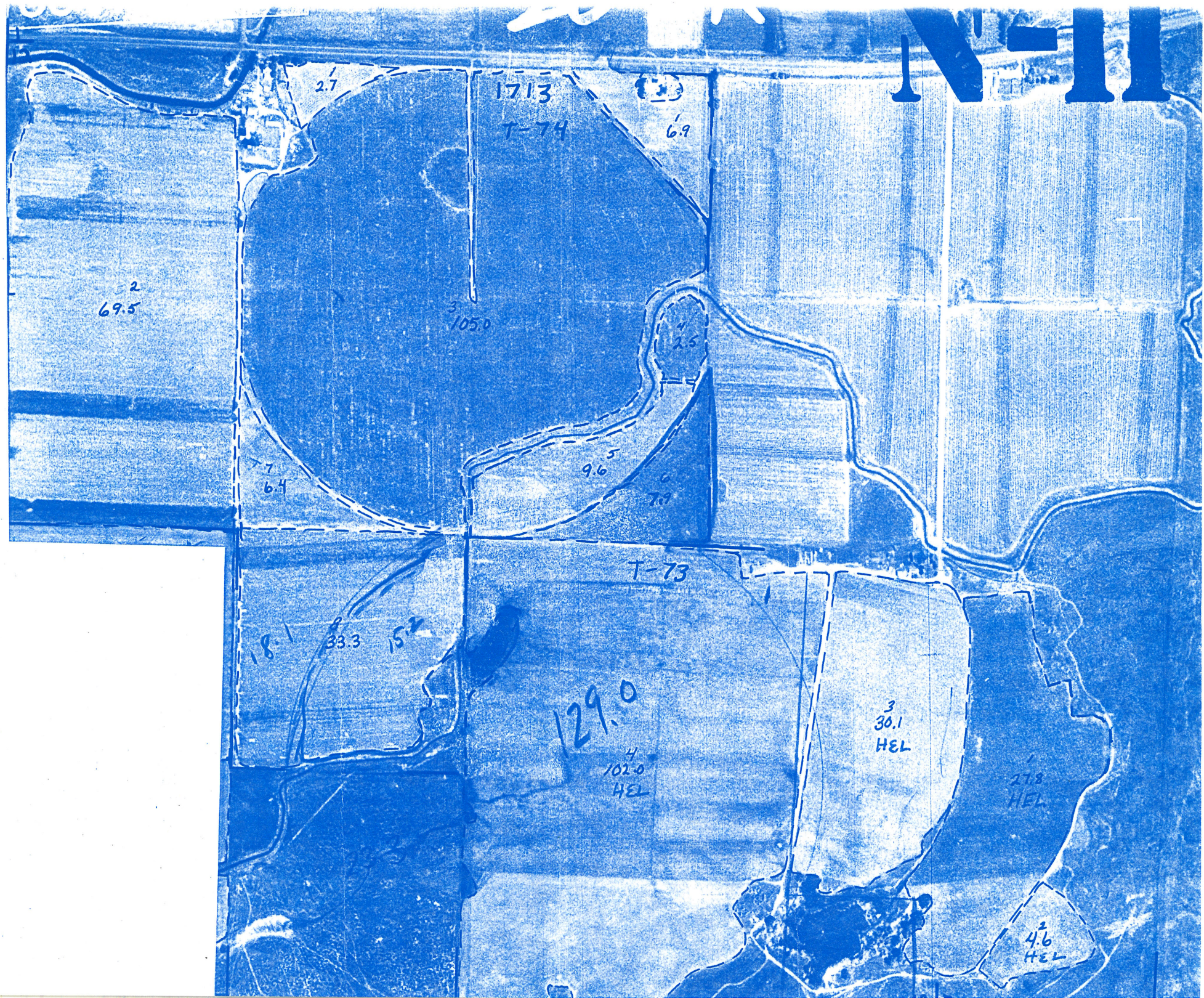
Water Right and/or Adjudication Claim Number _____

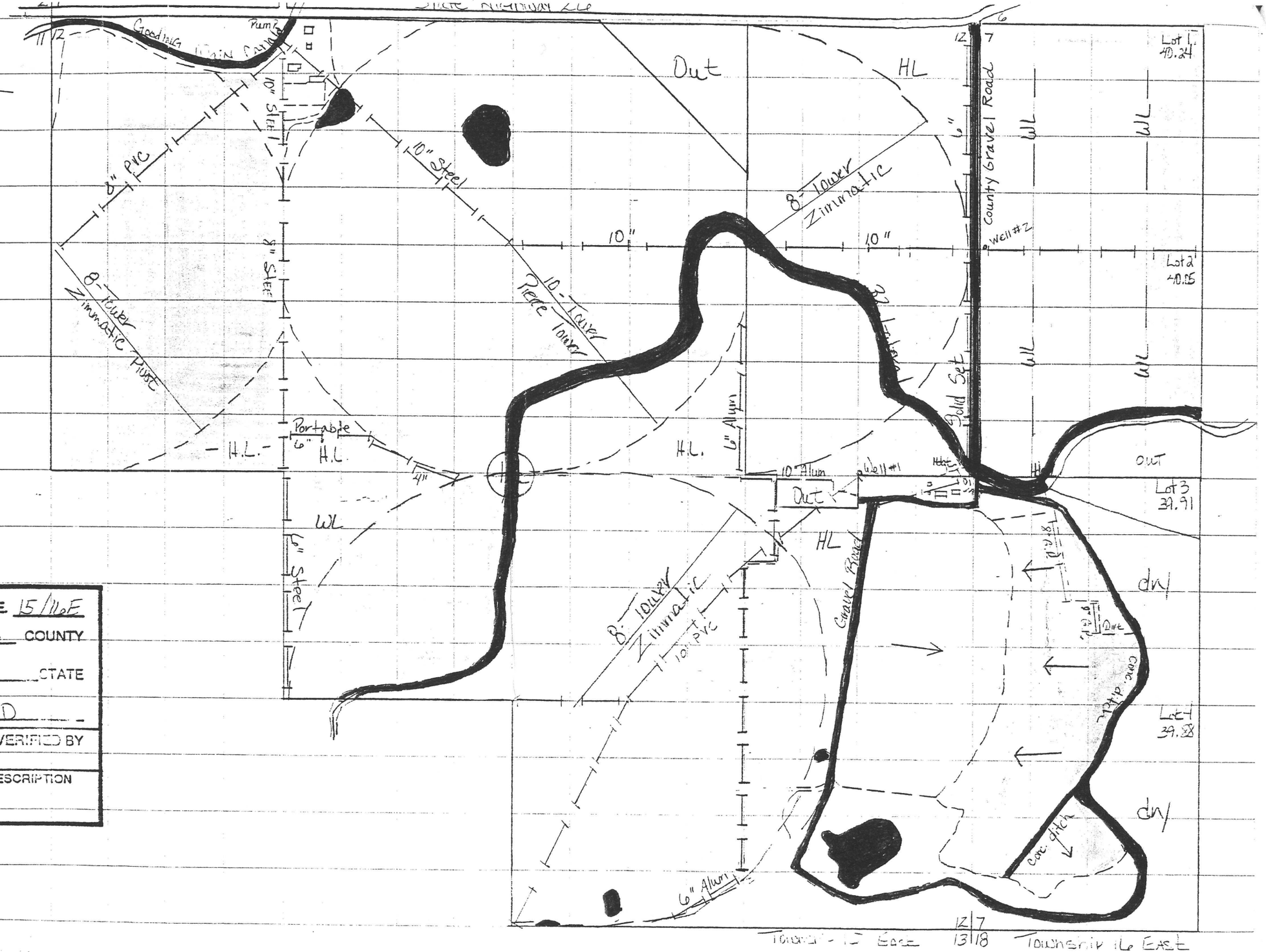
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

X7. 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 1/16/01 Fee 50.00
Receipted by _____ Date 1/16/01 Receipt No. 5023561
Processed by _____ AJ Date 1/17/01 WR _____ Date _____


N-11
2.7
1713
T-74
6.9
2
69.5
3
105.0
4
2.5
7
6.4
9.6
5
6
7.7
T-73
8
33.3
15
129.0
4
102.0
HEL
3
30.1
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27.8
HEL
2
4.6
HEL



TP. 8S RGE. 15/16E

Gooding COUNTY

Idaho STATE

SCALE 1"= 660

PLATTED BY	VERIFIED BY

TITLE REPORT DESCRIPTION

VERIFIED BY

PLAT OF FARM

Use Standard Legend. Indicate roads and show direction and distance to nearest town. Indicate points of compass-show scale of map. Designate section numbers at section centers. If more than one source of irrigation supply, indicate area served by each.

No. _____

Customer/Note No: 13467 - 442

After Recording Return to: Farm Credit Services - Twin Falls
1363 Fillmore
PO Box 5059
Twin Falls, ID 83303-5059

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On November 2, 1998, James D. Wolfe and Julie D. Wolfe, husband and wife, hereinafter called Mortgagors, whose address is

1955 B South 2400 East
Gooding, ID 83330

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Gooding County(ies), State of Idaho, more particularly described as follows:

PARCEL I:

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Section 7: Lots 3 and 4;

PARCEL II:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Southeast quarter;

EXCEPTING THEREFROM:

Beginning at the East quarter corner of Section 12;
Thence North 89°52' West 636.00 feet along the Northerly boundary of the Northeast quarter of the Southeast quarter to the True Point of Beginning;
Thence South 195.00 feet
Thence North 89°52' West, 483.65 feet;
Thence North 175.00 feet;
Thence South 89°52' East, 306.40 feet;
Thence South 3.00 feet;
Thence South 89°52' East 37.41 feet;
Thence North 23.00 feet to the Northerly boundary of the Northeast quarter of the Southeast quarter;
Thence South 89°52' East, 139.83 feet along said boundary to the True Point of Beginning.

PARCEL III

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Northwest quarter;

EXCEPTING THEREFROM:

Beginning at the Northwest corner of the North one-half of the Northwest quarter which bears South 3°54'57" East, 44.32 feet from Station 338+45.54 of said U.S. Highway No. 20-26, project No. F-2351(3) Highway Survey;
Thence South 89°22'19" East along the North line of said North one-half of the Northwest quarter 2621.0 feet more or less to the North quarter corner of said Section 12 that bears South 0°54'54" West, 34.51 feet from Station 364+71.33 of said Highway Survey;
Thence South 0°25'54" West along the East line of said North one-half of the Northwest quarter, 25.49 feet to a point in the line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 364+71.58 of said Highway Survey;
Thence along said parallel line as follows:

North 89°05'06" West, 879.96 feet to a point opposite Station 355+91.62 of said Highway Survey;
Thence Westerly along an 11,519.16 foot radius curve right 170.89 feet a point opposite Station 354+21.62 of said Highway Survey;
Thence North 88°14'06" West, 771.62 feet to a point opposite Station 346+50 of said Highway Survey;
Thence leaving said parallel line and bearing South 1°45'54" West, 30.00 feet to a point in a line parallel with and 90.00 feet Southerly from the centerline and opposite Station 346+50 of said Highway Survey;
Thence along said last parallel line as follows:
North 88°14'06" West, 236.37 feet to a point opposite Station 344+13.63 of said Highway Survey;
Thence Westerly along a 5639.58 foot radius curve left 210.29 feet to a point that bears South 0°22'17" East from Station 342+00 of said Highway Survey;
Thence leaving last parallel line and being North 63°31'28" West, 65.77 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline bears South 0°57'52" West from Station 341+40.69 of said Highway Survey;
Thence Westerly along said last parallel line being an 5669.58 foot radius curve left 292.87 feet to a point in the west line of said North one-half of the Northwest quarter that bears South 3°55'27" East from Station 338+44.72 feet of said Highway Survey;
Thence North 0°29'54" East along said West line 15.73 feet to the Place of Beginning.

PARCEL IV:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The West one-half of the Northeast quarter;

EXCEPTING THEREFROM:

Beginning at the Northwest corner of the Northwest quarter of the Northeast quarter which bears South 0°54'54" West, 34.51 feet from Station 364+71.33 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 0°25'54" West along the West line of said Northwest quarter of the Northeast quarter, 25.49 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 364+71.58 feet of said Highway Survey;
Thence South 89°05'06" East along said parallel line 1312.00 feet to a point in the East line of said Northwest quarter of the Northeast quarter and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;
Thence North 0°23'54" East along said East line 32.06 feet to the Northeast corner of said Northwest quarter of the Northeast quarter which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said Highway Survey;
Thence North 89°22'19" West along the North line of said Northwest quarter of the Northeast quarter, 1311.94 feet to the Place of Beginning.

ALSO EXCEPTING THEREFROM:

Beginning at the North quarter corner of said Section 12;
Thence South 89°22'19" East along the North section line of said Section 12, 1311.96 feet to the Northeast corner of said Northwest quarter of the Northeast quarter;
Thence South 0°23'54" West, 32.06 feet to the South right of way line of State Highway 20-26 and 60.00 feet right of Station 377+83.56 feet and being the True Point of Beginning;
Thence South 0°23'54" West, 800.01 feet;
Thence North 44°20'33" West, 1136.47 feet to the South right of way line of State Highway 20-26 and 60.00 feet right of Station 368+83.56 feet;

Thence South 89°05'06" East, along the South right of way line of State Highway 20-26, 800.00 feet to the True Point of Beginning.

PARCEL NO. V:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The Northeast quarter of the Southwest quarter;

PARCEL NO. VI:

Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 12: The East one-half of the Northeast quarter;

EXCEPT for a tract of land deeded to the State of Idaho for highway purposes as set forth in Deed recorded June 24, 1965 as Instrument No. 15175, records of Gooding County, Idaho, described as follows:

A parcel of land being on the Southerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof, now on file in the office of the Department of Highway of State of Idaho, and being a portion of the Northeast quarter of the Northeast quarter of said Section 12;

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 12, which bears South 0°54'54" West, 27.94 feet from Station 377+83.27 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 0°23'54" West along the West line of said Northeast quarter of Northeast quarter, 32.06 feet to a point in a line parallel with and 60.00 feet Southerly from the centerline and bears South 0°54'54" West from Station 377+83.58 of said Highway Survey;
Thence along said parallel line as follows: South 89°05'06" East, 609.61 feet to a point opposite Station 383.93 19 feet of said Highway Survey, Northeasterly along a 5789.58 foot radius curve left (the long chord of which bears North 88°06'41" East, 566.37 feet) an arc length of 566.62 feet to a point in the North line of said Section 12 and bears South 4°41'33" East from Station 389+53.94 of said Highway Survey;
Thence North 89°22'19" West along said North line, 1185.0 feet, more or less, to the Place of Beginning.

Township 6 South, Range 16 East of the Boise Meridian, Gooding County, Idaho

Seciton 7: Lots 1 and 2;

EXCEPTING THEREFROM the following described tract of land located in Government Lots 2 and 3 of Section 7, Township 6 South, Range 16 East Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Section 7;
Thence South 89°52'19" East a distance of 1318.73 feet to the Northeast corner of Lot 1 of said Section 7;
Thence South 00°06'15" West a distance of 2088.95 feet along the Easterly boundary of said Government Lots 1 and 2 to its intersection with the centerline of an irrigation canal and the True Point of Beginning
Thence South 00°06'15" West a distance of 638.25 feet along the Easterly boundary of said Government Lots 2 and 3;
Thence North 77°41'05" West a distance of 655.30 feet;
Thence North 76°48'42" West, a distance of 189.33 feet;
Thence North 49°21'20" West, a distance of 70.01 feet to a point on the projected centerline of said irrigation canal;
Thence Northeasterly along the center of said irrigation canal the following courses and distances:
North 24°48'12" East, a distance of 172.58 feet;
Thence North 29°09'07" East, a distance of 142.01 feet;
Thence North 49°18'21" East, a distance of 87.58 feet;
Thence North 69°10'49" East, a distance of 79.38 feet;
Thence North 76°59'24" East, a distance of 329.73 feet;
Thence South 72°01'10" East, a distance of 115.75 feet;
Thence North 81°37'35" East, a distance of 139.0 feet;
Thence South 60°51'56" East, a distance of 31.12 feet to the Easterly boundary of said Government Lot 2 and the True Point of Beginning

Including an easement for the purpose of ingress, egress and public utilities over an existing access road which runs easterly from the Westerly boundary of said Lot 2 and 3;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
November 2, 1998	$523,000.00	November 1, 2008

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.

2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.

3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.

4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.

5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.

6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.

7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the

Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.

11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.

12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.

13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.

14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.

15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby

STATE OF IDAHO)
)ss.
County of GOODING)

On this 6th day of November, 1998, before me personally appeared James D. Wolfe, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Gretchen N Tekunger

Notary Public for the State of IDAHO
Residing at TWIN FALLS
My commission expires 12/8/2000

STATE OF IDAHO)
)ss.
County of GOODING)

On this 6th day of November, 1998, before me personally appeared Julie D. Wolfe, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Gretchen N Tekunger

Notary Public for the State of IDAHO
Residing at TWIN FALLS
My commission expires 12/8/2000

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority; provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.

177924
STATE OF IDAHO COUNTY OF GOODING
Filed for record at the request of GOODING TITLE & ESCROW
49 min. past 3 o'clock P m. this 13th
of November, 19 98 18.00
By Penny Archibald Deputy

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: A37-07677
Date Received: 8/31/1988
Receipt No: 5091982
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOHN W. WALKER 208-934-8525
   Address: 1955 S. 2400 E.
   GOODING, ID 83330-0000
   AND/OR
   Name: CAROL L. WALKER 208-934-8525
   Address: 1955 B S 2400 E
   GOODING, ID 83330

2. Date of Priority: SEP 15, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06S	15E	12	NW NE SE		GOODING

5. Description of diverting works:
   WELL, PUMP, DITCHES & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	2.000		

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

8. Total consumptive use is 300.0 Acre Feet Per Annum.

9. Non-irrigation uses:

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10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
06S	15E	12	NE	SE		IRR	10.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	10.0
						Section Acres	100.0
						Total Acres	100.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
BIG WOOD CANAL CO.

14. Remarks:

15. Basis of Claim: PERMIT

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FEB 24 1993

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ✓ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): John W. Walker Date: 8-31-88

_____ Date: _____

State of Idaho)
) SS.
County of Twin Falls)

Subscribed and sworn (or affirmed) before me this 31 day of August 19 88

Seal

Notary Public

Residing at Boise ID

My Commission Expires June 10, 1994

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FEB 24 1995

IDAHO DEPARTMENT OF WATER RESOURCES 01/03/2002

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-7677

NAME AND ADDRESS: JAMES WOLFE
1955B S 2400 E
GOODING ID 83330

JULIE WOLFE
1955B S 2400 E
GOODING ID 83303

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 2.00 CFS
520.0 AFY

PRIORITY DATE: 09/15/1977

POINT OF DIVERSION:

T06S R15E S12 NWNESE Within GOODING County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	2.000 CFS 520.00 AFY

PLACE OF USE: IRRIGATION Within GOODING County

T06S R15E S12	NESE	34.0	T06S R15E S12	NWSE	39.0
T06S R15E S12	SWSE	37.0	T06S R15E S12	SESE	20.0

130 ACRES TOTAL

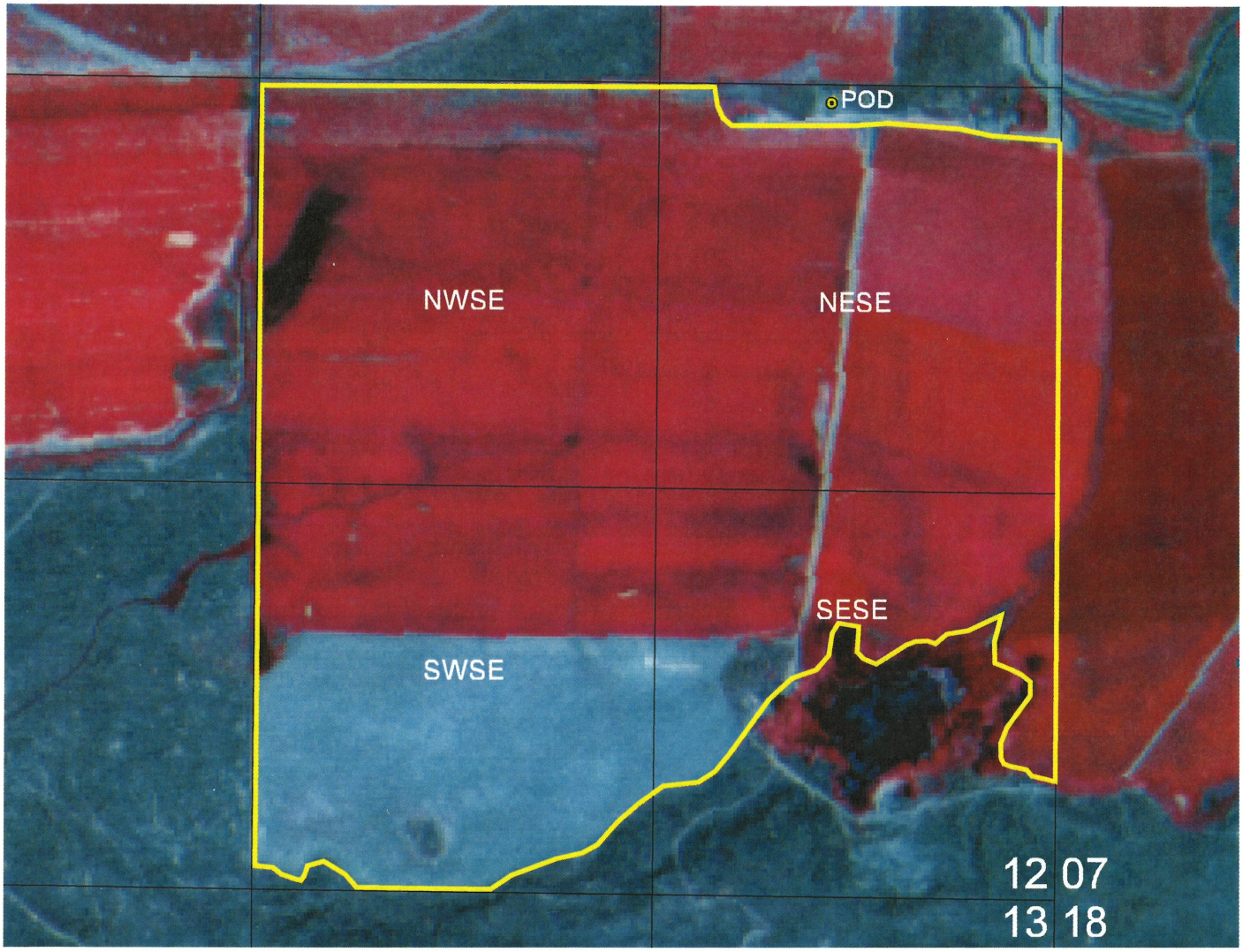
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

EXPLANATORY MATERIAL: License

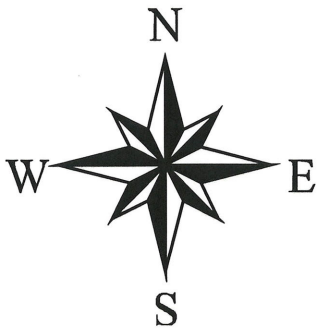
USE OF THIS RIGHT IS COMBINED WITH WATER FROM BIG WOOD CANAL CO.

37-7677



800 0 800 1600 Feet

T06S R15E S12



Map prepared by: Carter Fritschle
Date prepared: 12/31/01
1987-1988 NAPP photography
Idaho Department of Water Resources

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-07677

Priority: September 15, 1977

Maximum Diversion Rate: 2.00 CFS
Maximum Diversion Volume: 520.0 AF

This is to certify, that JOHN W WALKER
1955 B S 2400 E
GOODING ID 83330
has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated September 15, 1977; and has submitted Proof of Beneficial Use on October 19, 1987. An examination indicates that the works have a diversion capacity of 2.180 cfs of water from a **GROUNDWATER** source, and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
IRRIGATION	03/15 to 11/15	2.00 CFS	520.0 AF

LOCATION OF POINT(S) OF DIVERSION: NESE , Sec. 12, Township 06S, Range 15E
GOODING County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
06S	15E	12	NESE	34	NWSE	39	SWSE	37	
			SESE	20					130

Total number of acres irrigated: 130

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.

AMENDED

DEC 10 1991

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-07677

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 15TH day of NOVEMBER, 1991.

Acting for R. Keith Higginson, Director

RECORDED
DEC 10 1991

Form 219
6/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 37-7677

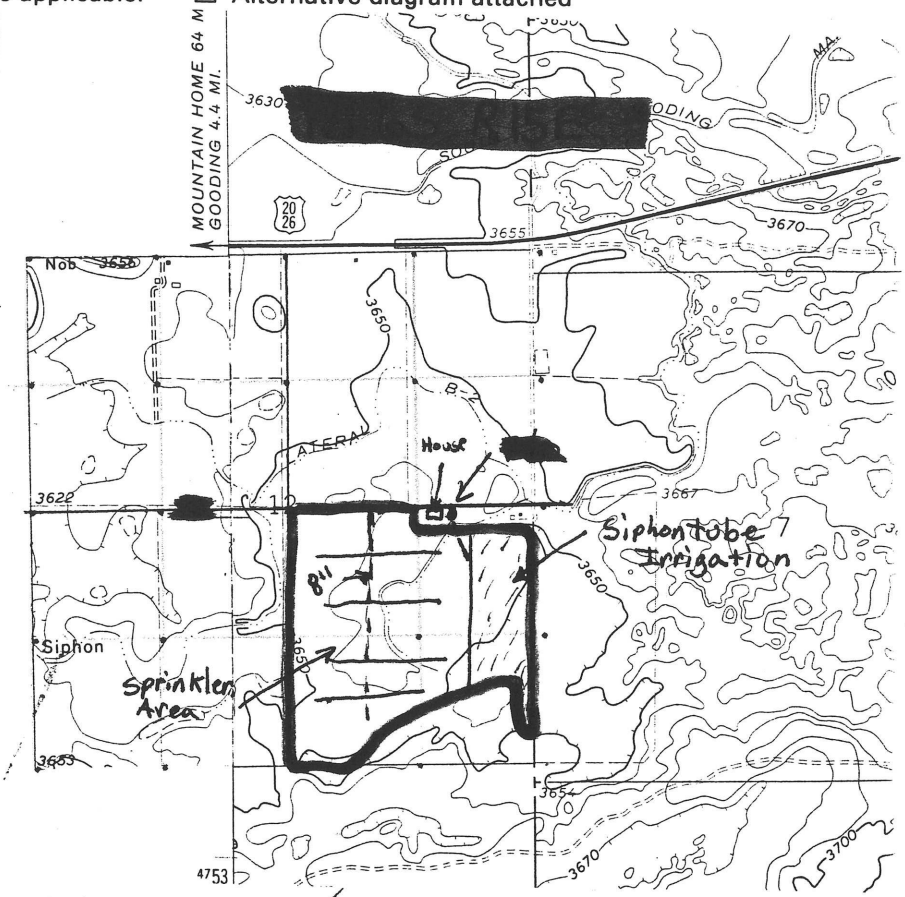
1. Owner: John W. & Carol Walker — Phone No. 934-8525
   Current Address: 1955 B S 2400 E Gooding Id. 83330
2. Accompanied by: John Walker — EXAM. DATE: 6/24/88
   Address: — Phone No. —
   Relationship to Permit Holder: Owner
3. Source: Groundwater tributary to N/A

B. OVERLAP REVIEW

1. Other water rights with same place of use: None
   ☐ Copies Attached
2. Other water rights with same point of diversion: None
   ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☑ Alternative diagram attached



N

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Scale: 1" = _____.

2. ☑ Copy of U.S.G.S. Quadrangle Attached
   Showing location(s) of point(s) of diversion and place(s) of use (required).
   ☑ Aerial Photo Attached
   (required for irrigation of 10 acres or more).
   ☐ Photo of Diversion and System Attached
   (required for all but single household domestic groundwater, and stockwater.

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Well supplies 4 wheel lines: 3-1880' & 1-1325'. 167 Weather Tec 10-30 nozzles were measured at 57 psi. Pressure at well was 60psi in 10" main line. Also a 5" line supplies supplement water to (Concrete) V Canal ditch for siphon tube irrigation of 30 acres. This section was dismantled at time of measure. When supplement water is used, the wheel lines are shut down. Depth to DWL ≈ 140ft.

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
well	Newman	150	S91250203	Peerless	F21651

**Code to correspond with No. on map and aerial photo*

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		NW	NE	SE	12	6S	15E	Gooding	Aerial photo

6. **Place(s) of Use:** Indicate Method of Determination Aerial photo

Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6S	15E	12													34	39	37	20	130
																			130

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Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Installed Flow Meter	Rate-A-Flow	Mueseo	779849			

2. **Measurements:**

1.) Flow meter $\frac{9\,Rev}{60s}$; Q = 900GPM = 2.0 cfs. at 60psi in 8" main Line 3 ft from Pump discharge.

2) 168 Nozzles 9/64" orfice weather-Tec 10-30 at 57psi.

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method: $\frac{900 Gal}{min} * \frac{1}{448.8} = 2.0$ cfs

2. Alternate Method for Checking Purposes: $Q = \frac{150HP * 8.8 * .46}{140 + (2.31 * 60)} = 2.18$ cfs

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: 60 psi x 2.31 = 139 ft (1); Dynamic pumping level: 140 ft (2)
Total Head: (1) + (2) = 279 (3) ; Flow rate: 2.0 cfs (4)

Water HP: (3) x (4) ÷ 8.8 = 63 (5)
Meter Input KW: 3.6 x 4.8 KH x _____ CTR or 40 MULT x 1 PTR x 5 N/ 34 T = ~~47.5~~ 102
Meter Input HP: (6) x 1.34 = 136 (7)
Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Ampsx .001732 = _____ (6)
Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = 46 %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.}$ = (Acres Irrigated) x (Irrigation Requirement) = 130 ac. x 4.0 = 520 AFA

$V_{D.R.}$ = [Diversion Rate (cfs)] x (Days in Irrigation Season) x 1.9835 = 2.0 * 245 * 1.9835 = 972

V = Smaller of $V_{I.R.}$ and $V_{D.R.}$ = 520 AFA

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2. Volume Calculations for Other Uses:

H. REMARKS AND OVERLAP REVIEW ANALYSIS

The 5" main which supplements Canal company water is not permanently installed at this date. Mr. Walker plans to bury line in the future. Since this was not included in measured flow, Recommend 2.0 cfs.

The 80 acres in Sec. 7 SW^4 are not being irrigated by this system.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From	Period of Use To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
Irrigation	Apr 1	Oct. 15	2.0 cfs	520 AFA
Totals:			2.0 cfs	520 AFA

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☑ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

J. AUTHENTICATION

Field Examiner's Name: Carl Reeb

Signature: Carl E Reeb

Certification Date: 4/10/91

Field Report Preparation Date: 6/24/88

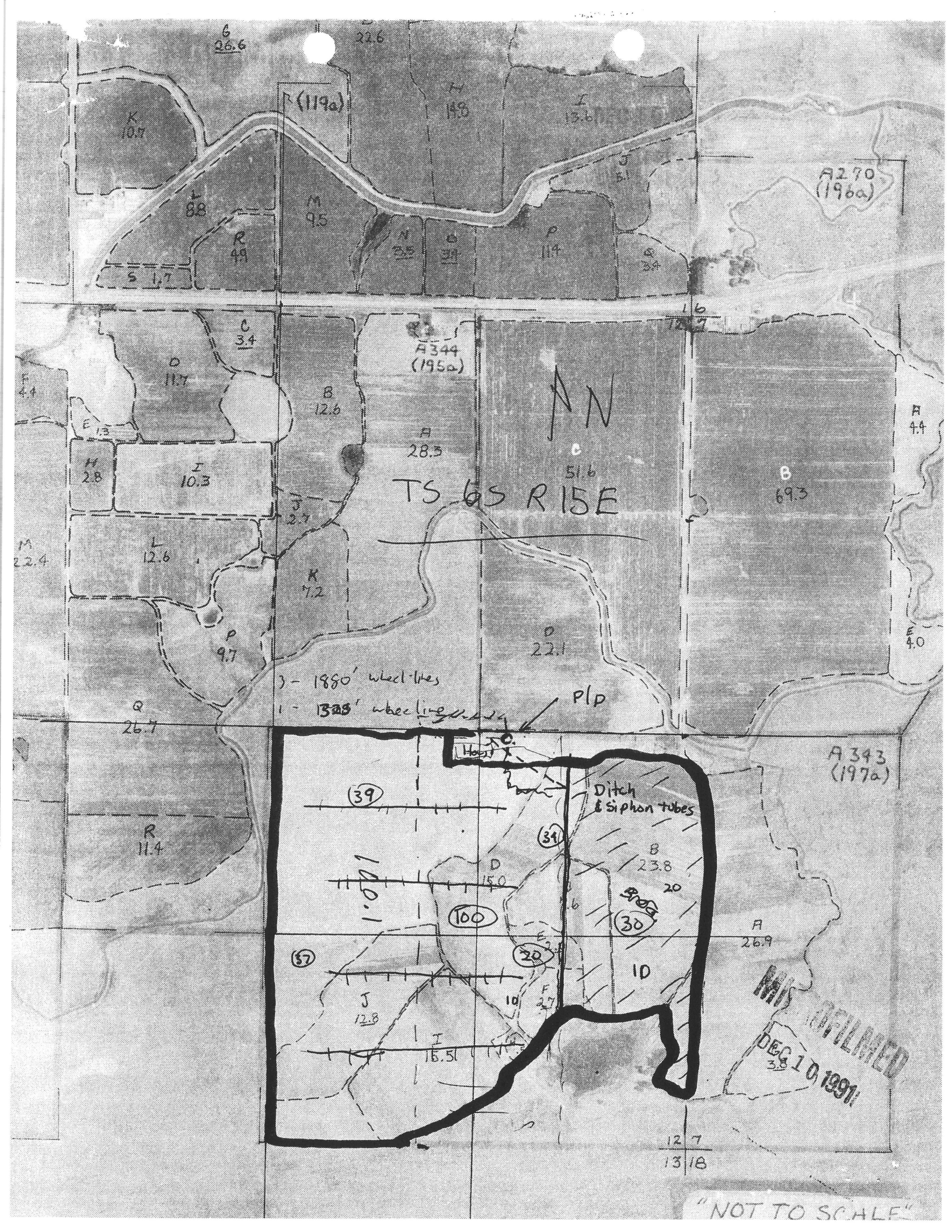
PROFESSIONAL ENGINEER ★ LAND SURVEYOR REGISTERED 3445 STATE OF IDAHO LOREN O HOLMES

CONSULTANT SEAL

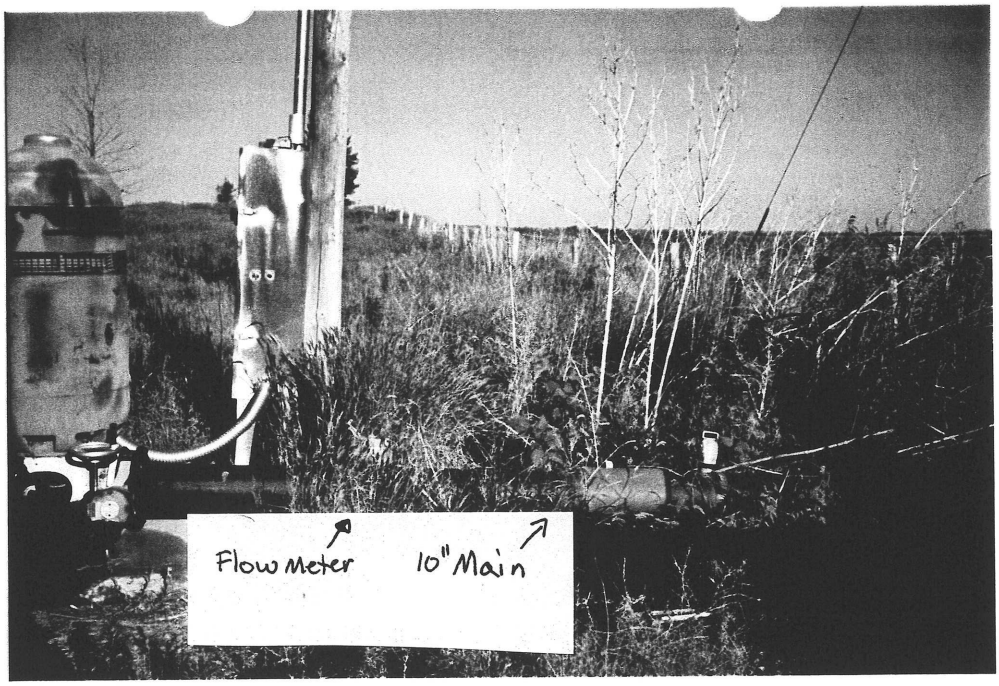
K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

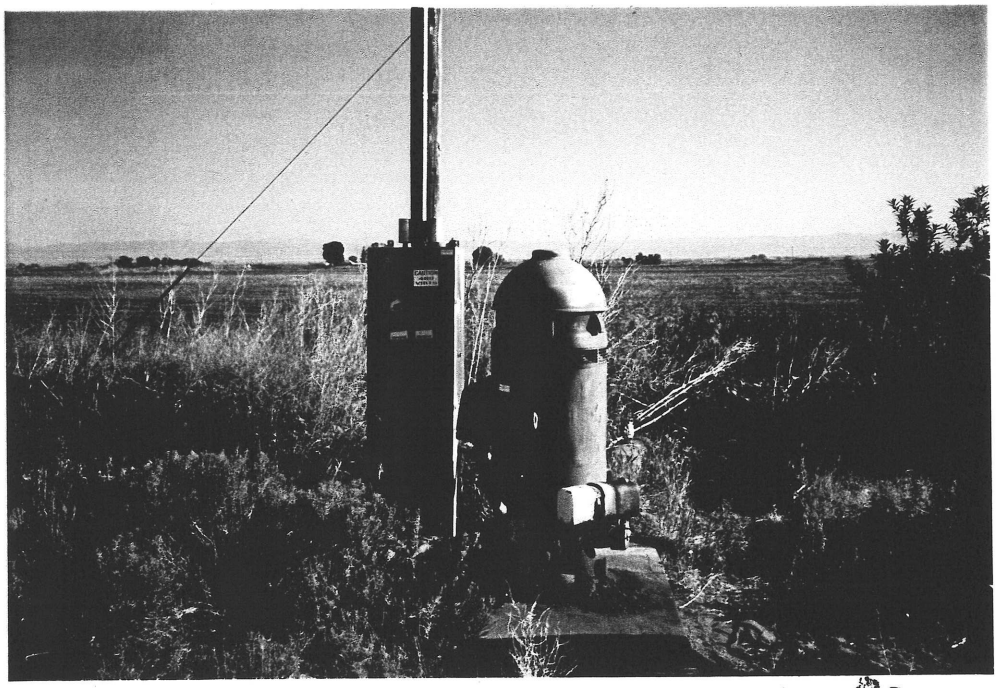
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A270 (196a)
A344 (195a)
TS 6S R15E
A343 (197a)
PLD
Ditch & siphon tubes
Hood
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"NOT TO SCALE"

37-767)

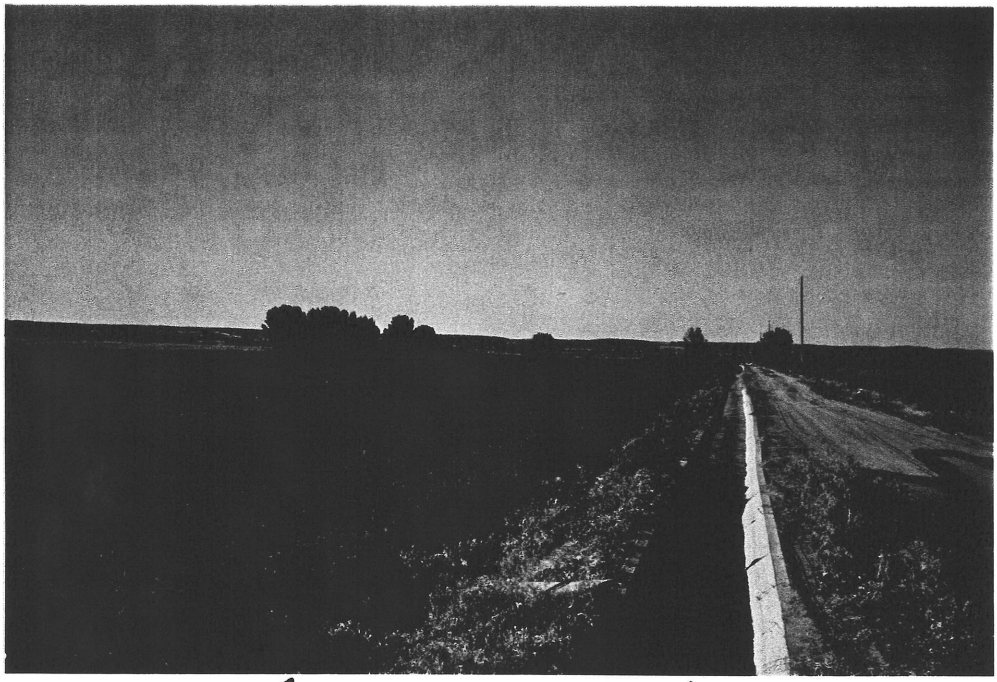




Looking North

DOCUMENT
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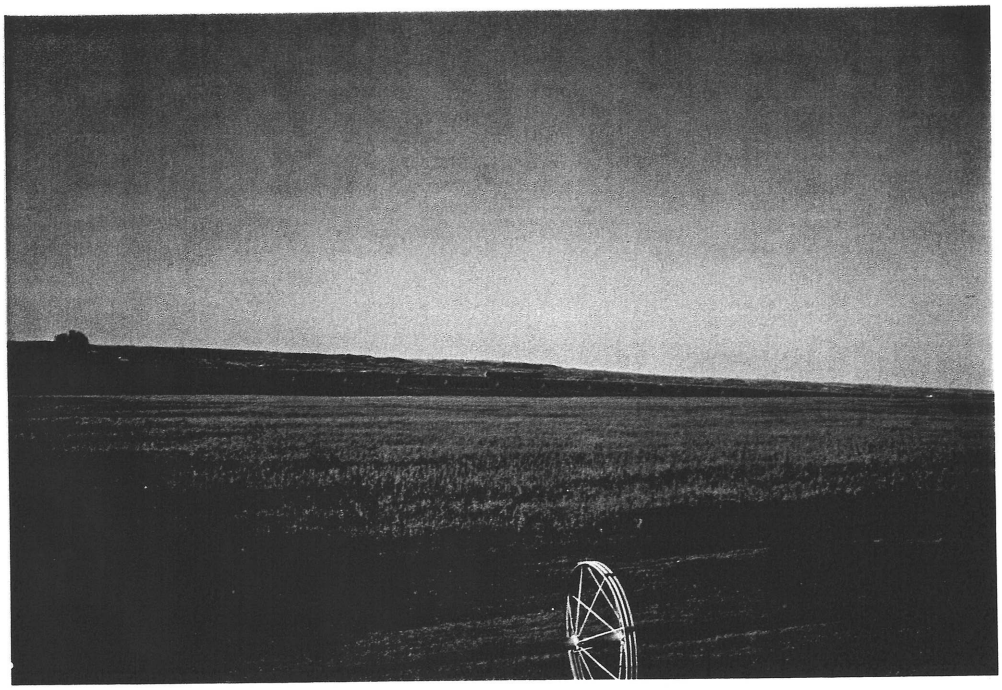
57-1677



↖ Wheel Lines

↑ Siphon Irrigation

↑ concrete ditch

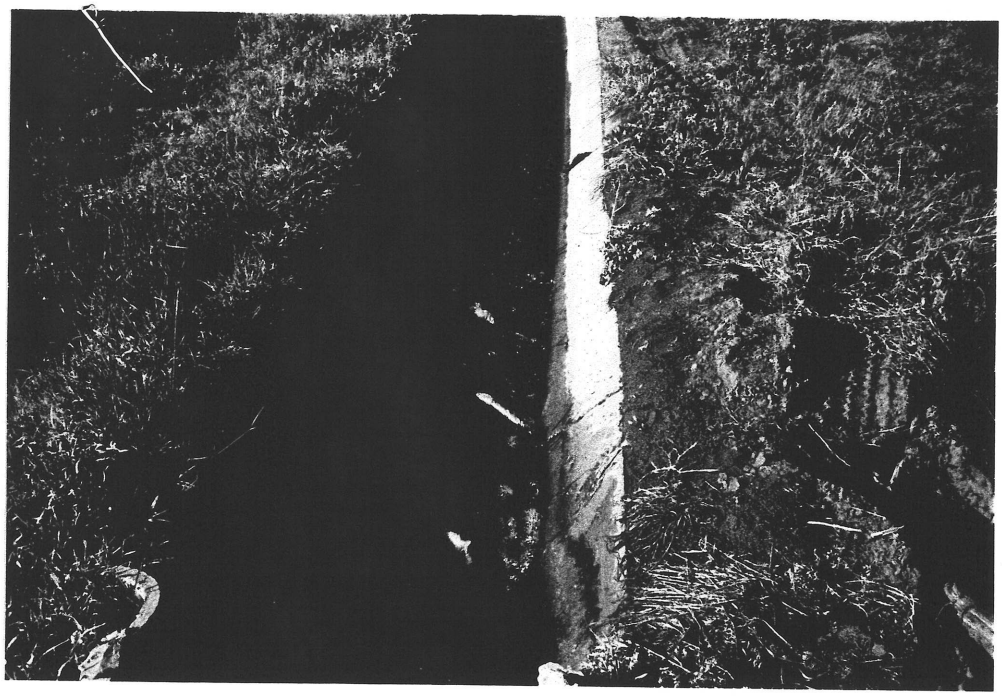


Looking South at Irrigated ground

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5" Riser For Discharge Into Canal ditch



Point where Supplement water From 5" Line enters ditch.

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