

01/19/2006

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

RIGHT NUMBER: 67-4492

NAME AND ADDRESS: L PETE SKOW
2475 COVE RD
WEISER ID 83672

KATHLEEN SKOW
2475 COVE RD
WEISER ID 83672

SOURCE: COVE CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.192 CFS

PRIORITY DATE: 02/01/1911

POINT OF DIVERSION:

T10N R03W S7 SWSE Within WASHINGTON County

T10N R03W S7 SESE Within WASHINGTON County

T10N R03W S8 SWSE Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.192 CFS

PLACE OF USE: IRRIGATION Within WASHINGTON County

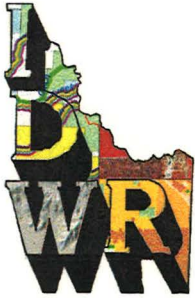
T10N R03W S07 SWSE 9.60

9.6 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



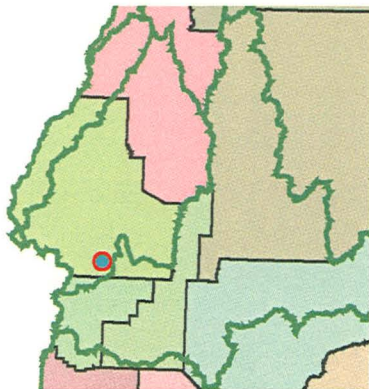
Idaho Department of Water Resources

Adjudication Claim Number: **67-4492**

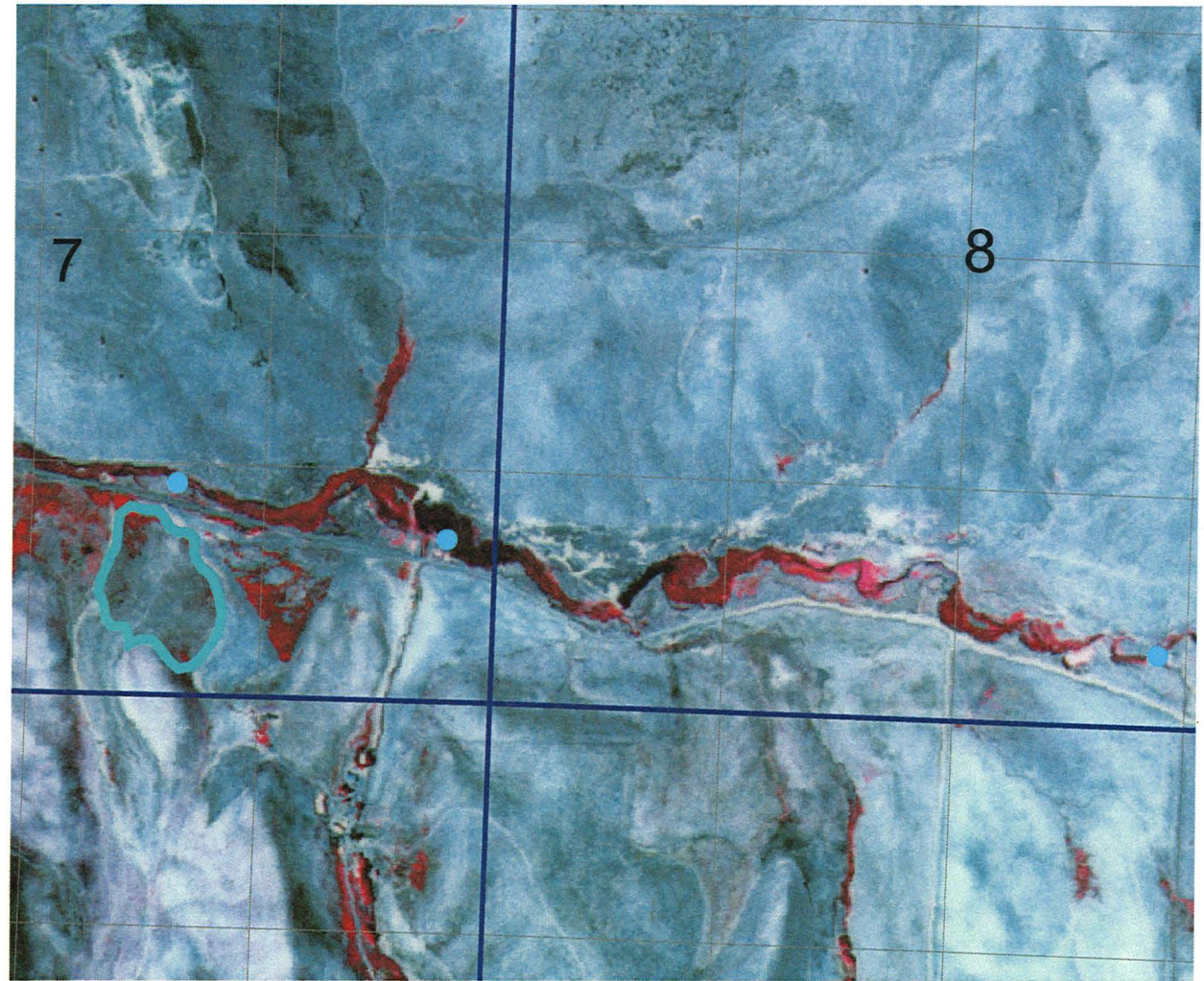
T10N R03W

Legend

- Point(s) of diversion
- Place of Use
- Quarter Quarter Lines
- Section Lines



Payette County
IDWR Basin 67



0 0.5 1 Miles

Prepared by M. Van Bussum
On Thursday, January 19, 2006
1987 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4492 V1

WATER RIGHT NUMBER: 67-4492 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	L PETE SKOW 2475 COVE RD WEISER, ID 83672 (208)549-2859
Current Owner	KATHLEEN M SKOW 2475 COVE RD WEISER, ID 83672 (208)549-2859
Security Interest	MC FINNEY AGRI FINANCE LLC PO BOX 1598 TWIN FALLS, ID 83303-1598

Priority Date: 02/01/1911

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
COVE CREEK	WEISER RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.192 CFS	
	<u>Total Diversion:</u>	0.192 CFS	

Location of Point(s) of Diversion

COVE CREEK	SE1/4SE1/4	Sec. 7, Twp 10N, Rge 03W, B.M.
WASHINGTON County		
COVE CREEK	SW1/4SE1/4	Sec. 7, Twp 10N, Rge 03W, B.M.
WASHINGTON County		
COVE CREEK	SW1/4SE1/4	Sec. 8, Twp 10N, Rge 03W, B.M.
WASHINGTON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	03W	7															9.6		9.6

Total Acres: 9.6

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4492 V1

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.

Remarks:Comments:

1. mvanbussum 1/18/2006 POU

Comment: There is no evidence acreage claimed in sections 17 and 18 could have been irrigated in 1911.
 Recommending POU for acreage in sections 7 and 8 in accordance with findings of field exam done 4-6-05.

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: AND
 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

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	1/19/2006 1:38:40 PM	mvanbussum			Active
Priority Date	1/19/2006 2:04:00 PM	mvanbussum			Active
POD	1/19/2006 2:04:32 PM	mvanbussum			Active
Source	1/19/2006 2:23:03 PM	mvanbussum			Active
Use	1/19/2006 2:25:29 PM	mvanbussum			Active
Season	1/19/2006 2:32:44 PM	mvanbussum			Active
Quantity	1/19/2006 2:40:51 PM	mvanbussum			Active
POU	1/19/2006 3:01:19 PM	mvanbussum			Active
Summary			01/19/2006	mvanbussum	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4492 V1

Contacts	1/19/2006 1:38:40 PM	mvanbussum	(No) 1. Do you want to schedule an appointment? Comment for 1: Field exam conducted by Roger Meyer 4-6-05.
POD	1/19/2006 2:18:27 PM	mvanbussum	Updated shape
General	1/19/2006 2:04:00 PM	mvanbussum	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (No) 7. Is the basis of claim a Application or Permit? (Yes) 8. Is the basis of claim a posted notice? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POD	1/19/2006 2:04:32 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
POU	1/19/2006 2:24:42 PM	mvanbussum	Updated PLS for Active POU
Use	1/19/2006 2:25:29 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Purpose of Use? (Yes) 11. Does the file contain all the necessary information to verify the Water Use? (No) 13. Is a Purpose of Use remark and/or condition required? Description for Question 10,11,12 - Field exam conducted by Little Weiser River Water Master Roger Meyer 4-6-2005.
POD	1/19/2006 2:09:48 PM	mvanbussum	Updated shape
POD	1/19/2006 2:15:54 PM	mvanbussum	Updated shape
POU	1/19/2006 2:23:43 PM	mvanbussum	Updated shape for Active POU

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4492 V1

Source	1/19/2006 2:23:04 PM	mvanbussum	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim an Application or Permit? (Yes) 6. Is the basis of claim a Posted Notice? (No) 7. Is there evidence that there has been a change in the source? (Yes) 10. Does the file contain all the necessary information to verify the source? (No) 11. Is a Source remark and/or condition required? Description for Question 10 - Field exam conducted by Roger Meyer, Little Weiser River Water Master, 4-6-2005.
POU	1/19/2006 3:00:19 PM	mvanbussum	Updated shape for Active POU
Season	1/19/2006 2:32:45 PM	mvanbussum	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
Quantity	1/19/2006 2:40:52 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (Yes) 6. Is the basis of claim a posted notice? (No) 7. Is a flow measurement required? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required? Description for Question 7 - Per Dave Tuthill, no flow measurement needed for diversion rate below 0.2 cfs.
POU	1/19/2006 3:01:20 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 13 - Little Weiser River Water Master Roger Meyer conducted field exam 4-6-2005.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4492 V1

POU	1/19/2006 3:02:24 PM	mvanbussum	Updated PLS for Active POU
Summary	1/19/2006 3:05:23 PM	mvanbussum	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
POU	1/19/2006 3:01:51 PM	mvanbussum	Updated shape for Active POU

Water Supply Bank:



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

JAMES E. RISCH
Governor

KARL J. DREHER
Director

November 1, 2006

JAMES MC CALL
MC FINNEY AGRI-FINANCE LLC
PO BOX 1598
TWIN FALLS ID 83303

RE: Snake River Basin Adjudication (SRBA)
Notice of Security Interest in a Water Right
Notices of Claim to a Water Right #67-4492, 67-7150 and 67-7168
Kathleen M. Skow

We have added McFinney Agri-Finance, LLC to the Notices of Claim referenced above. I have enclosed Adjudication Claim Reports reflecting this addition.

Please contact me if you have any questions or concerns.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Technical Section

SS:region
Enclosures:
Adjudication Claim Reports

SCANNED

NOV 01 2006

Sherman, Sally

From: Peppersack, Jeff
Sent: Tuesday, October 03, 2006 10:40 AM
To: Saxton, Craig; Pew, Lori; Sherman, Sally
Subject: RE: Security Interest

Security interest is \$25 per water right. There is no distinction for claims vs water rights. There is a policy memo dated July 21, 2000 indicating "The notice of security interest fee applies to all water rights including those represented by an SRBA claim."

Jeff

-----Original Message-----

From: Saxton, Craig
Sent: Tuesday, October 03, 2006 10:11 AM
To: Pew, Lori; Peppersack, Jeff; Sherman, Sally
Subject: RE: Security Interest

Howdy,

A letter soliciting an SRBA claim for 67-7150 is in the outgoing mail as we speak.

The request to add a Security Interest is on Sally's desk for processing (thank you)

FYI, 67-7168 and 67-4492 are not partially decreed. If \$50.00 of that \$75.00 Jeff spoke about is for change of ownership, it will need to be refunded. Unless the rules are different for Security Interest than they are for Changes of Ownership. Sally?

Thanks,

C

-----Original Message-----

From: Pew, Lori
Sent: Tuesday, October 03, 2006 7:23 AM
To: Sherman, Sally; Saxton, Craig
Subject: FW: Security Interest

Craig,

This is regarding those files that you found for me. I have forwarded this email to Sally also in case it's something she can take care of instead.

Thank you,
Lori

-----Original Message-----

From: Peppersack, Jeff
Sent: Monday, October 02, 2006 5:13 PM
To: Pew, Lori
Subject: Security Interest

Hi Lori,

I called Christi at AmeriTitle to clarify her request regarding the security interest for 67-7150, 67-7168 and 67-4492. When she left a phone message, she indicated that the mortgage company needed the security interest back - so it sounded to me like they provided an original. She clarified that they just need acknowledgement of processing. She is sending \$75 for the three rights. So, please just forward this to the appropriate person to let them know that they are waiting for acknowledgement as soon as processing occurs. Since 67-7150 has not been claimed, I'll make the change to the WR record. Your AJ reviewer might want to contact the owner to let them know that the water right should be claimed, since the permit (now licensed) had proof submitted before 1987.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

October 3, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

KATHLEEN SKOW
2475 COVE RD
WEISER ID 83627

RE: New Claims in the Snake River Basin Adjudication (SRBA)

Dear Ms. Skow,

It has come to our attention that licensed water right 67-7150 has not been filed on in the Snake River Basin Adjudication. If the water right described in 67-7150 is still being used, you need to file a claim or it will be lost at the completion of the SRBA.

For your convenience I am enclosing a prepared SRBA claim. If you want to file the claim, please review it and initial any changes you wish to make. When satisfied, sign the claim in front of a notary and return it to this office with the filing fee of \$260.00 **ASAP**.

The filing fee breakdown is as such:

\$100.00 per claim
\$2.00 per acre for 80 acres = \$160.00
Total = \$260.00

Please feel free to contact me with any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Craig L. Saxton', is written over a horizontal line.

Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau

Enclosure(s)

Cc: MCFINNEY AGRI-FINANCE, LLC
PO BOX 1598
TWIN FALLS ID 83303

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 67-7150
Date Received: _____
Receipt No: _____
Received By: _____

NEW CLAIM

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

NEW CLAIM

1. Name of Claimant(s)

KATHLEEN M SKOW Phone: (208)549-2859

2475 COVE RD
WEISER ID USA 83672

2. Date of Priority: 09/04/1973

3. Source: SPRINGS Trib. to: COVE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
10N	03W	9	SW SW	WASHINGTON	

5. Description of diverting works:

DAM, PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.4	360.1
STOCKWATER	1/01	12/31	0.07	4.1

7. Total Quantity Appropriated is:

0.47 C.F.S.
360.1 AFA

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
10N	03W	8	SW SW	IRRIGATION	5

			SE	SW	IRRIGATION	15
					Section Acres	20
10N	03W	17	NE	NW	IRRIGATION	40
			NW	NW	IRRIGATION	20
					Section Acres	60
					Total Acres	80

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of 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 Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
 County of _____)

Subscribed and sworn (or affirmed) before me this

of _____ 20__

Notary Public

Residing at _____

My commission Expires _____

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 67-07150

Priority: September 4, 1973 Amount: 0.47 CFS 364.1 AFA

This is to certify, that PETE SKOW
ANNA SKOW

RT. 2 BOX 41
WEISER, ID 83672

has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated July 9, 1973, and has submitted proof to the Department of Water Resources on October 31, 1978, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of .510 cfs of water from:

SPRINGS tributary to **COVE CREEK**

source and that a water right has been established as follow:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
IRRIGATION	03/15 to 11/15	0.40 CFS	360.0 AFA
STOCKWATER	01/01 to 12/31	0.07 CFS	4.1 AFA
	Totals	0.47 CFS	364.1 AFA

LOCATION OF POINT OF DIVERSION(S): SWSW , Sec. 9, Township 10N, Range 03W
WASHINGTON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
10N	03W	8	SWSW 5	SESW 15		20
		17	NENW 40	NWNW 20		60

Total number of acres irrigated: 80

PLACE OF USE: STOCKWATER, same as IRRIGATION use

CONDITIONS/REMARKS:

1. The right to the use of water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or to applicable Idaho law.

RECORDED

JAN 23 1989

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

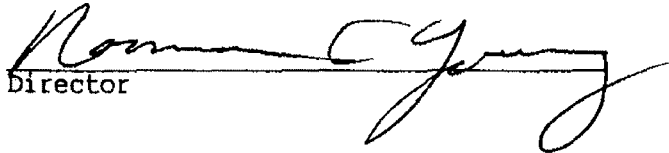
WATER RIGHT NO. 67-07150

CONDITIONS/REMARKS:

4. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
5. Use of water under this water right is subject to control by the watermaster of State Water District No. 67

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 6th day of JANUARY, 1989.

Acting for the Director



MICROFILMED

JAN 21 1989

RECEIVED

AUG 23 2006

RECEIVED

AUG 15 2006

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO Department of Water Resources
Adjudication Bureau
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): 67-7150 OK C9
Adjudication Claim No(s): 67-4492 and 67-7168
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
McFinney Agri-Finance, LLC
P.O. Box 1598
Twin Falls, ID 83303
4. Name of Water Right Owner/Claimant(s) Kathleen M. Skow
5. Expiration Date of Notification Period 6/1/31
6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO
7. Signature(s) (and title if applicable) McFinney Agri-Finance, LLC
 By: *James McCall*
James McCall, Member

For Office Use Only

Received by eg Date 8-21-06 Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by aj Date 11-1-06 WR _____ Date _____

OK to Change
C. Sargent
11-1-06

SCANNED

AUG 23 2006

**FIRST MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS
(AGRI-ACCESS)**

This First Mortgage, Security Agreement and Assignment of Rents (the "Mortgage") is made as of this 31 day of July, 2006, by and among Kathleen M. Skow, an unmarried woman (the "Mortgagor") and MCFINNEY AGRI-FINANCE, LLC, an Idaho limited liability company whose address is 409 Shoshone St. South, Suite 25, Twin Falls, Idaho 83301 (the "Mortgagee");

W I T N E S S E T H:

Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of and to secure repayment in accordance with the terms of a first mortgage promissory note of even date to it in hand paid (the "Note"), does hereby irrevocably, GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, PLEDGE, TRANSFER AND SET OVER unto Mortgagee and to its successors and assigns, all the hereinafter described real and personal property and water rights located in the County of Washington, State of Idaho, described in Exhibit "A" and Exhibit "B" attached hereto and by this reference incorporated herein as well as the Conservation Reserve Program Contracts and grazing permits described in Exhibit "C" and Exhibit "D" attached hereto and by this reference incorporated herein (collectively, the "Property");

TOGETHER WITH all leasehold estate, right, title and interest of Mortgagor in, to or under all leases (including grazing permits and leases and all oil and gas leases) or subleases covering the Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; and all water, water rights, water appropriations, irrigation works, lines, pivots, drip lines, hand lines, wheel lines, pumps, motors, equipment and electric panels of every kind and nature, ditches, canals, wells, franchises upon, leading to or connected with said property, in addition to any replacements, substitutions and additions thereto, and all other rights and privileges now or hereafter owned by Mortgagor, or belonging to, with, leading to, connected with, or usually had or enjoyed in connection with the Property or appurtenant thereto, whether represented by shares of capital stock in any ditch company, irrigation company, irrigation district or water association, by voting or other rights or interests with respect thereto or by actual individual ownership, or which may hereafter be acquired by Mortgagor, during the existence of this Mortgage;

TOGETHER WITH all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any road adjoining the Property

TOGETHER WITH any and all buildings, structures, fences, pipelines, pipes, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now

located or hereafter erected thereon or used in connection therewith, including, but not limited to, the fixtures, attachments, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements");

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property; and

TOGETHER WITH all accounts, rents, issues, profits, royalties and income derived from the Property and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same, including without limitation rights to payments in connection with the Conservation Reserve Program Contracts referenced in Exhibit "C" attached hereto (collectively, and together with all amendments, extensions, re-enrollments or renewals thereof, the "CRP Contracts") and payments in connection with the lease of hunting rights. Mortgagor will execute such assignments as Mortgagee may from time to time reasonably request, which shall include, but not be limited to, assignments of rents, issues and profits, in reasonable form acceptable to Mortgagee. Mortgagor shall pay the cost of recording any such assignments. Mortgagee is authorized to notify any or all lessees, tenants or occupants of all or part of said Property of the assignment of rents, issues or profits made hereunder or under any such special assignments. Mortgagee shall have no personal liability and shall not be responsible for the performance of Mortgagor's covenants under any of said leases or rentals. Mortgagee shall not be liable to Mortgagor for any action taken or omitted in connection with any such leases or rentals or the operation of said Property. Until the occurrence of a default as hereinafter provided, Mortgagor may use and occupy the Property and receive all rents, issues and profits thereof.

The entire estate, property (both real and personal) and interest hereby conveyed to Mortgagee may hereafter collectively be referred to as the "Mortgaged Property." All property except the real property may hereinafter be referred to as the "Personal Property." Personal Property does not include farm machinery, vehicles, livestock, crops, household furnishings, household appliances or unattached household fixtures, or any income therefrom.

FOR THE PURPOSE OF SECURING:

- (a) Payment of indebtedness in the total principal amount of Five Hundred Thousand Dollars (\$500,000.00), together with interest on the unpaid balance thereof, from date of funding by the Mortgagee until paid, evidenced by that certain Note of even date herewith with a maturity date of February 1, 2031, executed by Mortgagor, which has been delivered to and is payable to the order of Mortgagee, and which by this reference is hereby made a part thereof, together with any and all modifications, extensions and renewals thereof; both principal and interest and all other indebtedness accruing hereunder or thereunder being payable in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment, at the following

address and with the following notations, or at such other place as may be designed in writing by the Mortgagee:

Agri-Access
P.O. Box 7005
Albert Lea, MN 56007-8005

Mortgagee: McFinney Agri-Finance, LLC
Mortgagor: Kathleen M. Skow, an unmarried woman

- (b) Performance of all obligations of Mortgagor under any loan application, report, commitment letter, loan agreement, mortgage, deed of trust, security agreement, financing statement, assignment, assignment of bonuses, rentals and royalties, guaranty, or other agreement given as security for this note or entered into in connection with the transactions contemplated hereby (collectively, with the Note and this Mortgage, the "Credit Documents").
- (c) Payment of all sums advanced by Mortgagee to protect the Mortgaged Property, with interest thereon at the rates set forth in the Note.
- (d) Performance of all obligations of any guarantor of any of the obligations of Mortgagor contained in the Credit Documents or any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR HEREBY COVENANTS AND AGREES:

ARTICLE I

COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees:

- 1.01 Title. That at the time of delivery hereof, Mortgagor is the lawful owner of the property hereinabove granted, and is seized of good, marketable and indefeasible title in fee simple therein, free and clear of all encumbrances, and that Mortgagor will warrant and defend the same in the quiet and peaceful possession of the Mortgagee, its successors and assigns, forever, against the claims of all persons whomsoever.
- 1.02 Payment of Secured Obligations. That Mortgagor has executed and delivered to Mortgagee the Note and this Mortgage and agrees to pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Credit Documents, and the principal of, and interest on, any future advances secured by this Mortgage.

- 1.03 Maintenance, Repair, Alterations and Good Standing. To keep the Mortgaged Property in good condition and repair, not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or any part thereof; not to commit, suffer or permit any waste or deterioration of the Mortgaged Property; not to commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation; in the event the Mortgagor is a corporation, partnership, limited liability company, cooperative, business trust or other entity, to keep the Mortgagor in existence and in good standing.
- 1.04 Required Insurance. To at all times provide, maintain and keep in force the following policies of insurance:
- (a) If Mortgagor constructs or installs improvements on the Property that were not existing on the Property on the date of this Mortgage, then Mortgagee may require that Mortgagor keep and maintain in force with respect to said improvements such of the following policies of insurance ("insurance" or "policies of insurance") as may be reasonably requested. Insurance may, in the discretion of Mortgagor, be in the form of individual policies or blanket policies covering other improvements.
 - (b) Physical hazard insurance covering the perils of fire, flood, tornado, lightning, and extended coverage in an amount equal to at least the full insurable value of the Mortgaged Property, and such additional coverage as Mortgagee may from time to time reasonably require.
 - (c) Such other insurance, and in such amounts, as may from time to time reasonably be required by Mortgagee against the same or other hazards.
 - (d) All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Mortgagor.
- 1.05 Delivery of Policies, Payment of Premiums. That all policies of insurance shall be issued by companies and in amounts in each company satisfactory to Mortgagee. All policies of insurance shall have attached thereto a lender's loss

payable endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee copies of all policies of required insurance. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the rate provided in the Note shall be secured by this Mortgage.

- 1.06 Insurance Proceeds. That after the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.
- (a) In the event of any damage or destruction of the Improvements, Mortgagee shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Mortgagee may determine, (ii) to the restoration of the Improvements, provided the Improvements are restored to good working condition, or (iii) to Mortgagor; provided that at Mortgagor's election, the insurance proceeds shall be applied to restoration of the Improvements if Mortgagor has had a satisfactory credit record with Mortgagee, is not then in default under this Note or the other Credit Documents, and establishes to Mortgagee's reasonable satisfaction that the insurance proceeds together with Mortgagor's other resources, if required, would be sufficient to restore the Improvements to a condition satisfactory for operation of Mortgagor's farming business.
 - (b) In the event of such loss or damage, all proceeds of insurance shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee. After applying the proceeds to all indebtedness secured hereby, the balance of such proceeds, if any, shall be promptly paid to Mortgagor. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.
 - (c) Except to the extent that insurance proceeds are received by Mortgagee and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in an

amount, and the application or release by Mortgagee, of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.07 Assignment of Policies Upon Foreclosure. That in the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property.

1.08 Indemnification; Subrogation; Waiver of Offset:

- (a) If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend, protect and hold harmless each of the Mortgagee and its members, officers, employees and agents (each in its capacity as an indemnified party, a "Mortgagee Indemnitee") from and against any and all claims, losses, liabilities, damages, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including specifically, but without limitation, attorneys' fees and expenses of investigation) (collectively, "Damages") incurred by such Mortgage Indemnitee, unless such Damages arise as a direct result of the gross negligence or willful misconduct of the Mortgagee. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any such secured hereby, Mortgagor shall pay to Mortgagee attorney's fees and expenses, and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay Mortgagee attorney's fees and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of breach.
- (b) Mortgagor waives any and all right of claim or recovery against Mortgagee, its members, officers, employees and agents, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

- (c) All sums payable by Mortgagor hereunder shall be paid without notice, demand counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) subject to provisions of applicable law, any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, and except as otherwise prohibited by applicable law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

1.09 Taxes and Impositions.

- (a) Mortgagor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation payments with respect to water rights and payments with respect to the grazing permits listed on Exhibit "C" hereto (collectively, the "Impositions"); *provided, however*, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.
- (b) Mortgagor covenants to furnish Mortgagee within forty-five (45) days after the date upon which any such Imposition is due and payable by Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payments thereof.
- (c) Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate

legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section.

- 1.10 Power and Utilities. Mortgagor agrees to pay when due all power and utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property.
- 1.11 Actions by Mortgagee to Preserve Mortgaged Property. That should Mortgagor fail to make any payment or to do any act as and in the manner provided in any of the Credit Documents, Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may reasonably make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. Mortgagor shall, immediately upon demand therefore by Mortgagee, pay all reasonable costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

That in the event Mortgagee is called upon to pay any sums of money to protect this Mortgage and the Note secured hereby as aforesaid, all monies advanced or due hereunder shall become immediately due and payable, together with interest at a rate as is set forth in the Note for regular and default interest.

- 1.12 Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Mortgagor contained in the Mortgagor's loan application and any of the Credit Documents. All representations, warranties and covenants of Mortgagor contained therein shall survive the close of escrow and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.
- 1.13 Eminent Domain. That should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.
- (a) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

- (b) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. After applying the Proceeds to the restoration of the Mortgaged Property, the balance of such Proceeds, if any, shall be promptly paid to Mortgagor.
- 1.14 Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.
- 1.15 Successors and Assigns. That 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 owner and holder of the Note, whether or not named as Mortgagee herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 1.16 Inspections. That Mortgagee, or its agents, representatives or workmen, upon giving reasonable notice to Mortgagor, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Credit Documents.
- 1.17 Liens. To pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one and one-half (150%) of the amount of the claim, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge or such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

- 1.18 Other Mortgages. That Mortgagor will not create, assume or suffer to exist in respect of the Mortgaged Property, or any part thereof, any mortgage other than this Mortgage. Mortgagor agrees to make all payments as and when due on the indebtedness secured by the foregoing described mortgages.
- 1.19 Financial Statements. That Mortgagor will cause to be delivered to Mortgagee, without expense to Mortgagee, such financial records and information as are required by the Mortgagee from time to time.

ARTICLE II

SECURITY AGREEMENT

- 2.01 Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the Personal Property described in the Credit Documents and in this Mortgage, including without limitation any and all property of similar type or kind hereafter located on or at the mortgaged premises for the purpose of securing all obligations of Mortgagor contained in any of the Credit Documents.
- 2.02 Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants as follows:
- (a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.
 - (b) Mortgagor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.
 - (c) The Personal Property will be kept on or at the Property and Mortgagor will not remove the Personal Property from the Property without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor. Mortgagor may replace any item of Personal Property in the ordinary course of business, without the prior consent of Mortgagee.
 - (d) Mortgagor maintains a place of business in the State of Idaho that is Mortgagor's chief executive office and Mortgagor will immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

- (e) At the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.
- (f) All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.
- (g) Mortgagor understands and agrees that certain items of equipment hereinbefore described or referred to as Personal Property actually and as a matter of law are fixtures and are deemed a part of the land covered by this Mortgage, and that said designation as Personal Property is for convenience only and shall be disregarded in the case of any fixtures described or referred to following such designation. The Mortgagor will not sell or dispose of any Personal Property, nor attempt to do so, nor part with possession of any of the same, nor remove the Personal Property or any of the same, nor permit it to be removed, from the mortgaged premises, or from the adjoining or adjacent lands where said personal property may be located, while this Mortgage shall remain in force and affect, without the written consent of the Mortgagee; *provided, however*, that the language of this paragraph shall not prevent the Mortgagor from replacing or upgrading any Personal Property subject to this Mortgage in the ordinary course of business without the written consent of the Mortgagee. All upgrades or replacements shall become subject to this Mortgage and security interest herein provided for. All the mortgaged Personal Property shall at all times while this Mortgage remains in force and effect be kept and maintained by the Mortgagor, at Mortgagor's own cost and expense, in good working order, condition and repair, and the Mortgagor will from time to time make all replacements of such Personal Property which may reasonably be necessary for the continued beneficial use of the mortgaged premises and Mortgagor will neither commit nor suffer any damages or waste on or to the mortgaged premises and said Personal Property nor do or permit to be done anything that may lessen or impair the value of the mortgaged property, real or personal, or the lien or security thereof.
- (h) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Idaho.

ARTICLE III

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

- 3.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the accounts, leases, royalties, subleases, franchises, rents, issues and profits

arising out of, or in connection with, the Mortgaged Property, including without limitation payments in connection with the CRP Contracts and payments in connection with the lease of hunting rights (hereinafter collectively referred to as "rents"), and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, and apply the same to the indebtedness secured hereby; *provided, however*, that Mortgagor shall have the right to collect such rents (but not more than thirty days in advance) prior to or at any time there is not an event of default under any of the Credit Documents.

- 3.02 Collection Upon Default. Upon any event of default under any of the Credit Documents, Mortgagee may, at any time without notice, enter upon and take possession of the Mortgaged Property, or at any part thereof, in its own name sue for or otherwise collect such rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.
- 3.03 Restriction on Further Assignments, etc. Except as herein specifically provided, Mortgagor will not, without prior written consent of the Mortgagee, assign the rents or any part thereof, from the Mortgaged Property; and will not consent to the modification, cancellation or surrender of any lease or sublease covering the Mortgaged Property, or any part thereof. Any action of Mortgagor in violation of the terms of this Section shall be void as against Mortgagee in addition to being a default under this Mortgage.

ARTICLE IV

REMEDIES UPON DEFAULT

- 4.01 Event of Default. The occurrence of any one or more of the following events shall constitute a default hereunder:
- a) the occurrence of an Event of Default under the Note, including without limitation the sale, assignment, lease with the option of sale disposal or other transfer of the Mortgaged Property or any interest in the Mortgagor; or
 - b) failure to observe or perform any covenant, agreement, condition, term or provision of this Mortgage or any other Credit Document (other than an Event of Default described in clause (a) above).

4.02 Remedies. In the event of the occurrence and during the continuance of any default, the Mortgagee may at any time thereafter, subject to the provisions set forth in this Section 4.02, exercise any or all of the following remedies:

- a) all of the rights and remedies provided in the Note, including declaring the entire amount of the indebtedness and obligations immediately due and payable, and the indebtedness and obligations thereupon shall become immediately due and payable without presentment, protest or further demand or notice of any kind, all of which are hereby expressly waived;
- b) all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the jurisdiction in which the Property is located;
- c) the right to foreclose this Mortgage, apply to a court of competent jurisdiction for the appointment of a receiver, or specifically enforce any of the covenants hereof;
- d) the right to receive rent under Article III, including without limitation the right to receive payments under any assignment of bonuses, rentals and royalties, CRP Contract, governmental subsidy or program referenced in Section 5.04 hereof or the lease of hunting rights; and
- e) such other actions or proceedings available to the Mortgagee under applicable law as it deems necessary or advisable to protect its interest in the Mortgaged Property and the indebtedness and obligations secured thereby.

In the event of default hereunder, the interest rate shall be as is set forth in the Note.

Notwithstanding the foregoing, prior to exercising any remedy with respect to any such default (other than an Event of Default under Sections 4(a) or 4(i) of the Note), the Mortgagee shall first give written notice to the Mortgagor at the address set forth in Section 5.02 via registered mail, which notice shall specify in writing each and every claimed default. The Mortgagor shall have twenty (20) days from the receipt of such notice to effect a cure of each and every claimed default. If any claimed default remains uncured after such twenty (20) day period, the Mortgagee may then proceed to exercise any of the remedies to which it may be entitled, including those set forth in this Section 4.02, without the obligation to provide further notice to the Mortgagor.

4.03 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any Credit Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether

by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it is being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Credit Documents to Mortgagee or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

ARTICLE V

MISCELLANEOUS

- 5.01 Interpretation; Governing Law; etc. Time is (and shall be) of the essence in this Mortgage and the other Credit Documents. All covenants, agreements, representations and warranties made in this Mortgage or any other Credit Document or in certificates delivered pursuant hereto or thereto shall be deemed to have been relied on by the Mortgagee, notwithstanding any investigation made by the Mortgagee on its behalf, and shall survive the execution and delivery to the Mortgagee hereof and thereof. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity or enforceability. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Mortgage and the other Credit Documents constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous understandings and agreements, whether written or oral. This Mortgage may be executed in any number of counterparts which together shall constitute one instrument. This Mortgage, and any issue, claim or proceeding arising out of or relating to this Mortgage or the conduct of the parties hereto, whether now existing or hereafter arising and whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Idaho, provided that the laws of the state in which the Mortgaged Property is located on the date hereof shall govern lien perfection, lien priority and validity of this Mortgage and the procedures with respect to the enforcement hereof.
- 5.02 Notices. Except as otherwise specified in this Mortgage or any other Credit Document, any notice required to be given pursuant to this Mortgage or any other Credit Document shall be given in writing. Any notice, consent, approval, demand or other communication in connection with this Mortgage or any other

Credit Document shall be deemed to be given if given in writing addressed as provided below (or to the addressee at such other address as the addressee shall have specified by notice actually received by the addressor), and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, unless actual receipt of the notice is required by any Credit Document, five days shall have elapsed after the same shall have been deposited in the United States mails, with first-class postage prepaid and registered or certified.

a) If to the Mortgagor, to it at the following address:

Kathleen M. Skow
2475 Cove Road
Weiser, ID 83672

- 5.03 Joint and Several Obligations; Heirs and Assigns. In the event the Mortgagor consists of more than one individual or entity, the covenants, agreements, conditions, provisions, representations, warranties or obligations of each hereunder or under any Credit Document shall be joint and several. A default hereunder shall also apply with respect to the act or omission of any one or more individuals or entities comprising the Mortgagor. This Mortgage and the other Credit Documents shall bind the heirs, personal representatives, successors and assigns of the Mortgagor; *provided, however*, that neither this Mortgage nor any other Credit Document be assigned without the express written consent of the Mortgagee.
- 5.04 Subsidy and Payment in Kind Compensation. Other than in connection with the CRP Contracts, Mortgagor shall not register the Property, or any portion thereof, with any federal, state or local government office for the purpose of obtaining subsidy or payment-in-kind compensation without first obtaining Mortgagee's prior written consent. Mortgagor hereby grants to Mortgagee a security interest in the CRP Contracts, payments thereunder and any such subsidy or payment-in-kind compensation whether or not Mortgagee gives its written consent to Mortgagor to register the Property, or any portion thereof, for such compensation. Mortgagor, upon the written request of Mortgagee, shall execute any documents necessary to further perfect Mortgagee's security interest in the CRP Contracts, payments thereunder and such compensation. Any such document is to be in form and substance acceptable to Mortgagee. Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute such documents in Mortgagor's name and behalf. Upon Mortgagee's request, Mortgagor shall deliver to Mortgagee any document of title Mortgagee desires to hold to secure Mortgagee's interest in the CRP Contracts, payments thereunder and any such government compensation. The Borrower covenants to maintain the CPR Contracts and to use reasonable best efforts to obtain extensions and re-enrollments thereof throughout the term of the Note.
- 5.05 Habendum Clause. Upon payment in full of the indebtedness secured hereby and the performance by Mortgagor of all of the obligations imposed on Mortgagor

herein and in the Note, these presents shall be null and void, and Mortgagee shall release this Mortgage and the lien hereof by proper instrument executed in recordable form.

- 5.06 Hazardous Substances. Mortgagor represents and warrants that to the best of its knowledge (1) the Property (including, without limitation, the subsurface soil and the ground water thereunder) does not contain any "hazardous or toxic substances" (as hereinafter defined); (2) Mortgagor has no knowledge of any generation, transportation, storage, treatment or disposal of any hazardous or toxic substances on the Property, or within one-half mile thereof, now or in the past; (3) Mortgagor is not aware of any pending or threatened litigation or proceedings before any court or administrative agency in which any person or entity alleges, or threatens to allege, the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous substance; (4) Mortgagor has not received any notice of and has no knowledge that any governmental authority or any employee or agent thereof has determined or alleged, or is investigating the possibility, that there is a presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous or toxic substance; (5) to Mortgagor's knowledge, there have been no communications or agreements with any governmental authority or agency (federal, state or local) or any private person or entity (including, without limitation, any prior owner of the Property) relating in any way to the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property, of any hazardous or toxic substance.

For the purpose of this paragraph, "hazardous or toxic substance" shall mean and include (1) a "hazardous substance" as defined in 42 U.S.C. § 9601(14) and as hereafter amended from time to time, or as defined under applicable state health, safety and water codes, and (2) any other material, gas or substance known or suspected to be toxic or hazardous (including, without limitation, any radioactive substance, methane gas, volatile hydrocarbons, industrial solvents and asbestos) or which could cause a material detriment to, or materially impair the beneficial use of the Property, or constitute a material health, safety or environmental risk to tenants, occupants or patrons of the Property. The term "hazardous substance" shall not include water containing nutrients from livestock waste lawfully stored or applied to the real property of the Mortgagor or third parties.

- 5.07 INTEREST RATE ADJUSTMENTS. THE NOTE SECURED HEREBY EXPRESSLY PROVIDES FOR INTEREST RATE ADJUSTMENTS AS SET FORTH THEREIN.

[The remainder of this page has been left intentionally blank.]

202304

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

MORTGAGOR

Kathleen M. Skow
KATHLEEN M. SKOW

2475 Cove Road
Weiser, ID 83672

Instrument # 202304

WEISER, WASHINGTON, IDAHO

2006-07-31

03:43:00 No. of Pages: 22

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: MORTGAGE

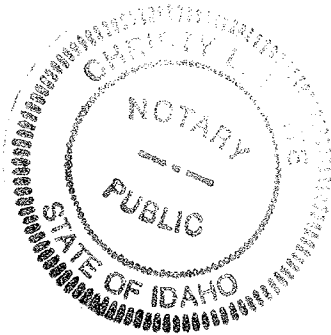
Fee: 66.00

Lisa M. Knight

STATE OF IDAHO)
 : ss.

County of Washington

On this 31st day of July, in the year 2006, before me, a notary public for the State of Idaho, personally appeared KATHLEEN M. SKOW, known or identified to me to be the person listed above, and acknowledged to me on this day under oath, that, being informed of the contents of this document, she executed the same as her free and voluntary act and deed.



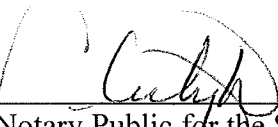

Notary Public for the State of Idaho
Residing at: Boise, ID
My Commission Expires: 11/4, 2009

Exhibit A

PARCEL I:

TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 7: Lots 3 and 4, SE1/4SW1/4, S1/2SE1/4;

SECTION 8: All that part of the S1/2SW1/4 and all that part of the SE1/4SE1/4 lying southerly of the center line of Cove Creek;

SECTION 9: All that part of the S1/2SW1/4 lying southerly and westerly of the center line of Cove Creek;

SECTION 16: NW1/4NW1/4;

SECTION 17: NE1/4NE1/4, W1/2;

SECTION 18: E1/2 EXCEPT the W1/2W1/2NE1/4NE1/4, NE1/4NW1/4;

SECTION 19: E1/2;

SECTION 20: W1/2;

SECTION 29: SW1/4NE1/4, NW1/4NW1/4, S1/2NW1/4, SW1/4;

SECTION 30: E1/2, E1/2NW1/4, Lots 3 and 4, E1/2SW1/4.

PARCEL IIA:

TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 18: W1/2W1/2NE1/4NE1/4;

PARCEL IIB:

TOGETHER WITH a 12 foot wide easement for purposes of egress and ingress along an existing roadway located in said Washington County, Idaho, in Township 10 North, Range 3 West of the Boise Meridian, in the SE1/4SE1/4 of Section 7, from a County Road known as "Cove Road" in a southerly direction and through the NE1/4NE1/4 of Section 18 of the same township and range to a point and thence in a northwesterly direction to the W1/2W1/2NE1/4NE1/4 of Section 18, Township 10 North, Range 3 West of the Boise Meridian.

Together with any and all water, water rights, ditches and ditch rights, permits, licenses, certificates or shares of stock evidencing any such water or ditch rights belonging or in any way appurtenant to the real property described in this Exhibit A, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all proceeds from the sale or other disposition of any such property, including without limitation the following:

Idaho Department of Water Resources

<u>Number</u>	<u>CFS</u>	<u>Use</u>	<u>Type</u>
67-4492	5.00 CFS	Irrigation	Adjudication Claim
67-4492	0.192 CFS	Irrigation	Adjudication Recommendation
67-7150	0.400 CFS 0.070 CFS	Irrigation Stockwater	Water Right Water Right
67-7168	0.080 CFS 0.040 CFS 0.030 CFS	Domestic Irrigation Stockwater	Adjudication Claim Adjudication Claim Adjudication Claim

Exhibit B

Any and all goods, as-extracted collateral (including without limitation oil, gas and other minerals), fixtures (including without limitation trade fixtures and windmills), equipment (including without limitation irrigation equipment, pivots, pumps, motors, sprinkler systems, mainlines, wheel lines and all other irrigation equipment used for the production or transportation of water on the real property described in the attached Exhibit A or for the irrigation or drainage thereof) supplies and accounts (including without limitation leases, royalties, subleases, franchises, rents, issues and profits and all payments pursuant to Conservation Reserve Program Contracts or in connection with the lease of hunting rights) arising out of or in connection with the real property described in the attached Exhibit A, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including without limitation insurance proceeds) from the sale or other disposition of any such property, but excluding farm machinery, vehicles, livestock, crops, household furnishings, household appliances and unattached household fixtures.

Exhibit C

The following U.S. Department of Agriculture Conservation Reserve Program Contracts (and all amendments, extensions, re-enrollments or renewals thereof) together with all payments thereunder and all proceeds from the sale or other disposition of the same:

**U.S. Department of Agriculture
Conservation Reserve Program Contract**

<u>Contract No.</u>	<u>Farm No.</u>	<u>Tract No.</u>	<u>Acres</u>
310 B	829	667	910.6
311 A	829	667	103.4
312 B	829	1253	56.3

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: A67-04492
Date Received: 10/13/1989
Receipt No: MOB 233
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PETE SKOW 208-549-2859
Address: 2475 COVE ROAD
WEISER, ID 83672

AND/OR

Name: KATHY SKOW 208-549-2859
Address: 2475 COVE ROAD
WEISER, ID 83672

2. Date of Priority: JUL 01, 1902

3. Source: COVE CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10N	03W	7	SW	SE			WASHINGTON
			SE	SE			WASHINGTON
		8	SW	SW			WASHINGTON
			SE	SW			WASHINGTON
			SW	SE			WASHINGTON
			SE	SE			WASHINGTON

5. Description of diverting works:
PUMP & SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	5.000		

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

8. Total consumptive use is 539.0 Acre Feet Per Annum.

9. Non-irrigation uses:
INSTREAM STOCKWATERING.

A67-04492

Page

1

Date: 10/13/89

SCANNED
APR 14 2004

MICROFILMED
OCT 02 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	03W	7	SE	SW		IRR	15.0
			SW	SE		IRR	30.0
			SE	SE		IRR	30.0
					Section Acres		75.0
		8	SW	SW		IRR	11.0
			SE	SW		IRR	15.0
			SW	SE		IRR	15.0
					Section Acres		41.0
		17	NE	NE		IRR	8.0
			NW	NE		IRR	15.0
			NE	NW		IRR	15.0
					Section Acres		38.0
					Total Acres		154.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
NONE.

14. Remarks:

NOTE: THIS CLAIM IS BASED ON A POSTED NOTICE - SEE ATTACHMENT.
THE POSTED NOTICE SHOWS SEC. 7 & SEC. 18, HOWEVER, THE PLACE OF
USE HAS CHANGED OVER THE YEARS AND THIS CLAIM REFLECTS THE
CORRECT PLACE OF USE.

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 3

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): Pete Skow Date: 10/13/89
Kathy Skow Date: 10/13/89

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 13th day
of October 19 89

Jan Spente
Notary Public

Seal

Residing at Moskowitz ID
My Commission Expires 9-14-94



MICROFILMED
OCT 02 1992

State of Idaho, } ss.
County of Washington }

To All Concerned.

Notice is hereby given that the undersigned has appropriated, and claims, under the laws of the State of Idaho, the use of Five cubic feet per second of this stream, known as Cove Creek. Said water is intended to be diverted from said creek at the point where this notice is posted, to-wit: On the South side of said Cove Creek and at a point West of and Eighty rods down said Cove Creek from the Hot Spring in the bed of said creek and in the South East quarter of Section 8 in Town- 10 North of Range 3 West B. M.

Said water will be used for the purpose of irrigation and domestic purposes and the place of said use will be on my land claim in Section 18 in Township Ten North of Range Three West of the Boise Meridian, in Washington County Idaho.

Said diversion will be accomplished by means of a ditch or canal running in a Westely direction about three-fourths of a mile to the above described land. To be completed on or before July the 1st 1901.

Witness my hand at Boise, Washington County, Idaho, this 3rd day of April 1901.

John W. Olson

Claimant.

State of Idaho, } ss.
County of Washington }

John W. Olson being first duly sworn depose and say that he is of lawful age and the claimant of the water right mentioned in the foregoing notice and whose name is subscribed thereto. That the statements in said notice are true, and that the original notice of which the foregoing is a true copy, was posted in a conspicuous place at or near the place of intended diversion (as provided by law) on the Fourth day of April 1901, at 11 - O'clock A. M.

John W. Olson.

Subscribed and sworn to before me this 8th day of April 1901.

And I further certify that on the date last above given personally appeared before me the affiant above named, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Subscribed and sworn to before me at Boise, Idaho, this 8th day of April 1901.

MICROFILMED

OCT 02 1992

N O T I C E

Any person interested, will please take notice, that I, John W Olson, the owner by appropriation and use, and by notice duly and lawfully given, of 250 Miner's Inches of Water, diverted from Cove Creek, in Washington County, State of Idaho, and carried through this Ditch and used for Irrigation and Domestic Purposes upon my land in Section Eighteen (18) in Township Ten (10) North of Range Three (3) West of the Boise Meridian in Washington County, State of Idaho, do intend to change the place of use and hereby do transfer 120 Miner's Inches of my said Water Right, with it's proportionate share of ditch, for use for irrigation and domestic purposes, from the lands above described to the South one-half ($\frac{1}{2}$) of the South east Quarter ($\frac{1}{4}$) and the South east Quarter ($\frac{1}{4}$) of the South west Quarter ($\frac{1}{4}$) of Section Seven (7) in Township Ten (10) North of Range three (3) west of the Boise Meridian in Washington County, State of Idaho.

WITNESS my hand and seal, at Weiser, Idaho this first day of February A D 1911.

Witnesses

E P Hall

John W Olson (SEAL)

Jason Hallock

State of Idaho

County of Washington

John W Olson, first being duly sworn, on his oath deposes and says:

That the foregoing Notice is a true copy of the Notice of Change of Place of Intended Use of the waters as therein stated; that he posted the original of said Notice, on the 2nd day of February A D 1911, at the point where said waters are diverted into his said irrigation ditch from Cove Creek, also that he posted a true copy of said Original Notice on his said irrigation ditch, where the said 120 Miner's Inches are to be diverted upon the lands to which said amount of water is transferred by above Notice.

Witnesses

E P Hall

John W Olson

R C McKinney

Subscribed and sworn to before me this eighth day of February A D 1911.

Seal
(E P Hall, Notary Public)
(Washington County, Idaho).

My Commission expires March 26th 1914.

E P Hall

Notary Public

Filed for record at request of John W Olson at 9 o'clock A M February 16 1911.

Frank E Smith Recorder

Fees, \$0.80

By B B Hunt Deputy

OCT 02 1992

Priority Date Data Entry Form

Claim Number 67-4492

Claimed Priority Date: 7/1/1902

Claimed Basis: Statutory Claim

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

Water Right Priority Date: 7/1/1902

Water Right Basis: Statutory Claim

Recommended Priority Date: ~~28~~ 1 1911

Recommended Basis: B-Use

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

2 posted notices:

one dated 3 April 1901

one dated ~~2~~ 1 Feb 1911

both cover different parts of this land;
had to take later priority date.

Reviewer:

1-19-06 MVB

Date: _____

Point of Diversion and Source Data Entry Form

Claim Number 67-4492

Claimed Point of Diversion and Source

T10N R03W S7 SWSE Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S7 SESE Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SWSW Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SESW Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SWSE Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SESE Within WASHINGTON County Source: COVE CREEK WEISER RIVER

☐ Use Claimed POD and Source as Recommended POD and Source

Water Right Point of Diversion and Source

T10N R03W S7 SWSE Within WASHINGTON County
 T10N R03W S7 SESE Within WASHINGTON County
 T10N R03W S8 SWSW Within WASHINGTON County
 T10N R03W S8 SESW Within WASHINGTON County
 T10N R03W S8 SWSE Within WASHINGTON County
 T10N R03W S8 SESE Within WASHINGTON County

Recommended Point of Diversion and Source

Source Information

Source

Tributary To

_____	_____
_____	_____
_____	_____

* Roger's PODs on layout did not match GPS points exactly. Recommended GPS points, not Roger's map.

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
10N	3W	7		SWSE	Washington	Cove Creek
10N	3W	7		SESE	Wash.	"
10N	3W	8		SWSE	Wash.	"

Other rights from this POD? _____

Document how the POD and Source were verified:

In accordance w/FE by Roger Meyer 4-6-05.

Reviewer: MVBDate: 1-19-06

Reviewer: _____

Date: _____

Place Of Use Data Entry Form

Claim Number 67-4492

Claimed Place Of Use

T10N R03W S07	SESW	15.00	T10N R03W S07	SWSE	30.00
T10N R03W S07	SESE	30.00	T10N R03W S08	SWSW	11.00
T10N R03W S08	SESW	15.00	T10N R03W S08	SWSE	15.00
T10N R03W S17	NENE	8.00	T10N R03W S17	NWNE	15.00
T10N R03W S17	NENW	15.00			

Total Acres 154

___ Use Claimed POU as Recommended POU

Water Right Place Of Use

T10N R03W S07	SESW	15.00	T10N R03W S07	SWSE	30.00
T10N R03W S07	SESE	30.00	T10N R03W S08	SWSW	11.00
T10N R03W S08	SESW	15.00	T10N R03W S08	SWSE	15.00
T10N R03W S17	NENE	8.00	T10N R03W S17	NWNE	15.00
T10N R03W S17	NENW	15.00			

Total Acres 154

*Roger's drawings on
a map appears
to be shifted 1 QQ.*

Recommended Place of Use

_____ See corrections to claimed POU above

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
10N	3W	7	SESE		Wash.			Irrigation
10N	3W	8	SWSW		Wash.			"

Total Acres _____

Document how the POU was verified:

There is no evidence acreage claimed in sections 17 & 18 could have been irrigated in 1911. Recommended POU for acreage in sections 7 & 8 in accordance w/ Roger Meyer's FE 4-6-05.

Reviewer: MVBDate: 1-19-06

Purpose of Use Data Entry Form

Claim Number 67-4492

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit
IRRIGATION			

☐ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit
IRRIGATION			

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
irrig.		200		

Document how the Purpose of Use was verified:

per Roger Mayer's F E 4-6-05,

Reviewer:

MVB

Date:

1-19-06

Period of Use and Quantity Data Entry Form

Claim Number 67-4492

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	3/15	11/15	5	

Overall Diversion Rate 5

Overall Diversion Volume

☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	3/15	11/15	5	

Overall Diversion Rate 5

Overall Diversion Volume

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrig.	3/1	11/15	0.192	

Overall Diversion Rate 0.17

Overall Diversion Volume

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

IDWR standard

$$\overset{9.6}{8.5} \text{ ac} \times \frac{1 \text{ in}}{\text{ac}} = \overset{9.6}{8.5} \text{ in} \times \frac{0.02 \text{ cfs}}{\text{in}} = 0.192 \text{ cfs}$$

Reviewer: MUB

Date: 1-19-06.

Contacts Data Entry Form**Claim Number: 67-4492**

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	L PETE SKOW	2475 COVE RD	WEISER	ID	83672	(208)549-2859
Current Owner	KATHLEEN SKOW	2475 COVE RD	WEISER	ID	83672	(208)549-2859

Date of Field Exam: _____ Time: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

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

FE conducted 4-6-05.
Contact info okay.

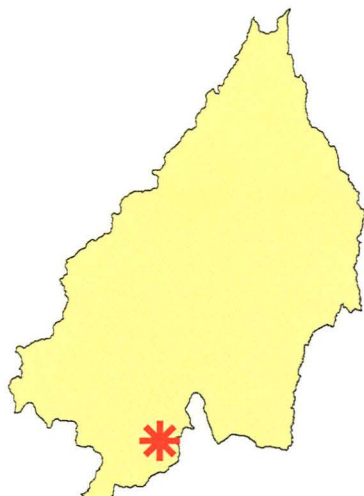
Reviewer: MVBDate: 1-19-06

1-208-287-4916

Idaho Department of Water Resources

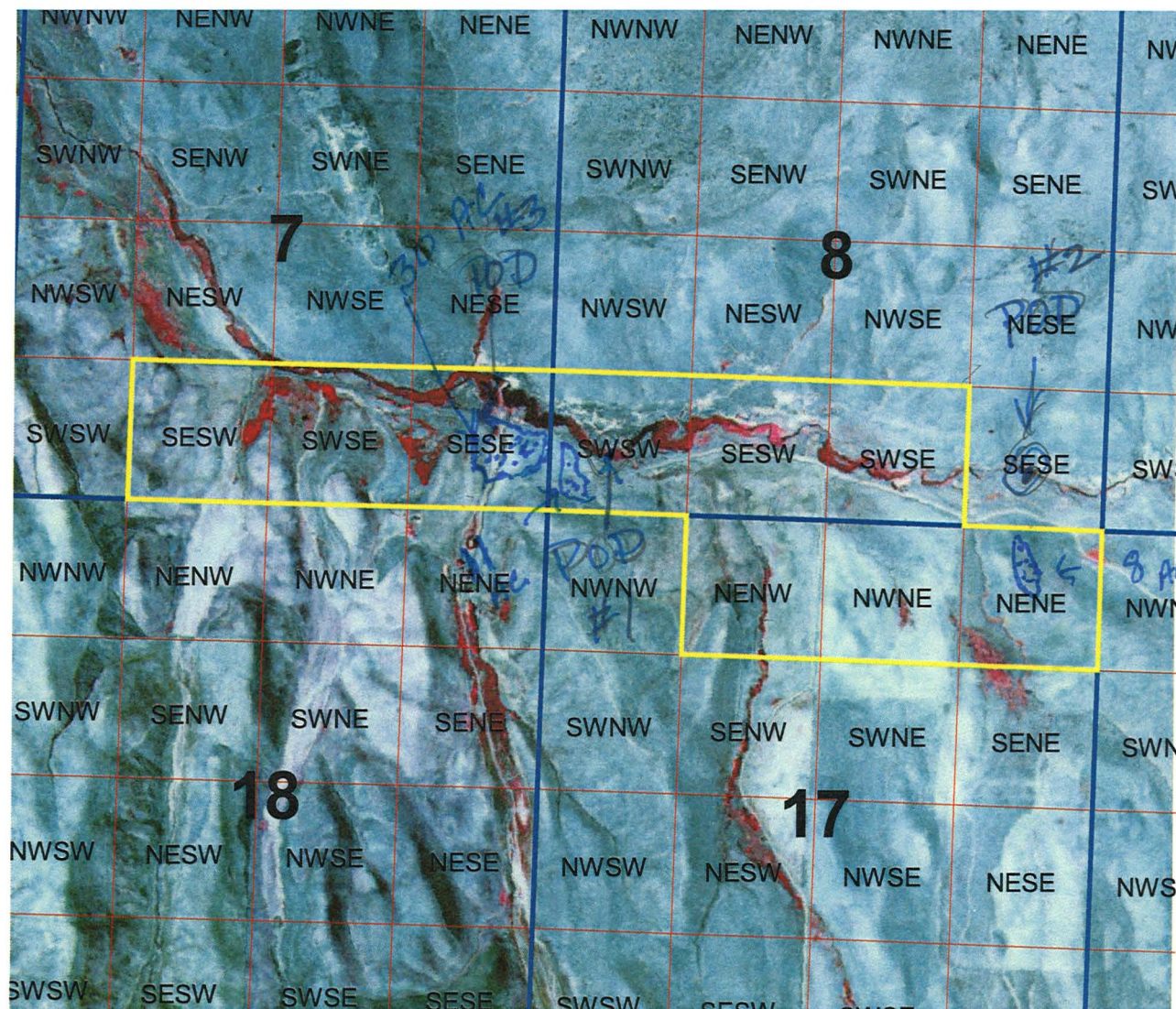
Water Right Claim No:

67-4492



Legend

- Place of Use
- Section Lines
- Quarter Quarters



0 0.5 1 1.5 2 Miles



PTO Pump Skow.jpg



#A0016706 POD.jpg



#A0016707 POD.jpg



#A0016708 POD.jpg

008- #1 A 0016706
009- #2 A 0016707
010- #3 A 0016708

IDWR Field Exam Form

02/28/2005

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	L PETE SKOW	2475 COVE RD	WEISER	ID	83672	(208)549-2859
Current Owner	KATHLEEN SKOW	2475 COVE RD	WEISER	ID	83672	(208)549-2859

Date of Field Exam: 4-6-05 Time: 10 AM

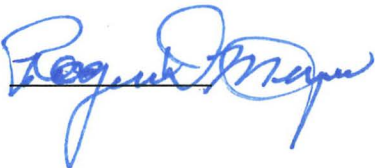
Accompanied By: KATHLEEN SKOW Phone Number: 208-549-2859

Relationship to Claimant: owned

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

Pete SKOW HAS PAST AWAY, MRS SKOW WAS GIVEN
A Change of Party, & Paper works to Add Her son's
NAME to the ownership. She will send a Death certificate.
Also a Affidavit on the Priority Date. (copy)

Reviewer:



Date:

4-6-05

Priority Date Data Entry Form

Claim Number 67-4492

Claimed Priority Date: 7/1/1902

Claimed Basis: Statutory Claim

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

Water Right Priority Date: 7/1/1902

Water Right Basis: Statutory Claim

Recommended Priority Date ____

Recommended Basis _____

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

Reviewer:



Date:

4-6-05

Point of Diversion and Source Data Entry Form

Claim Number 67-4492

Claimed Point of Diversion and Source

T10N R03W S7 SWSE Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S7 SESE Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SWSW Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SESW Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SWSE Within WASHINGTON County Source: COVE CREEK WEISER RIVER
 T10N R03W S8 SESE Within WASHINGTON County Source: COVE CREEK WEISER RIVER

Use Claimed POD and Source as Recommended POD and Source

Water Right Point of Diversion and Source

T10N R03W S7 SWSE Within WASHINGTON County
 T10N R03W S7 SESE Within WASHINGTON County
 T10N R03W S8 SWSW Within WASHINGTON County
 T10N R03W S8 SESW Within WASHINGTON County
 T10N R03W S8 SWSE Within WASHINGTON County
 T10N R03W S8 SESE Within WASHINGTON County

Recommended Point of Diversion and Source

Source Information

Source	Tributary To
<u>COVE Creek.</u>	<u>Weiser River</u>
_____	_____
_____	_____

#	Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source	
#1	POD				See MAP.		Cove Creek.	: 2281648 : 1449309
#2	POD						"	: 2282826 : 1449109
#3	POD						"	2281182 1449409

Other rights from this POD? _____

Document how the POD and Source were verified:

They have 1 Pto Pump for their trailer

Reviewer: 

Date: 4-6-05

Place Of Use Data Entry Form

Claim Number 67-4492

Claimed Place Of Use

T10N R03W S07	SESW	15.0	T10N R03W S07	SWSE	30.0
T10N R03W S07	SESE	30.0	T10N R03W S08	SWSW	11.0
T10N R03W S08	SESW	15.0	T10N R03W S08	SWSE	15.0
T10N R03W S17	NENE	8.0	T10N R03W S17	NWNE	15.0
T10N R03W S17	NENW	15.0			

Total Acres 154

___ Use Claimed POU as Recommended POU

Water Right Place Of Use

T10N R03W S07	SESW	15.0	T10N R03W S07	SWSE	30.0
* T10N R03W S07	SESE	30.0 *	* T10N R03W S08	SWSW	11.0 *
T10N R03W S08	SESW	15.0	T10N R03W S08	SWSE	15.0
* T10N R03W S17	NENE	8.0 *	T10N R03W S17	NWNE	15.0
T10N R03W S17	NENW	15.0			

Total Acres 154

Recommended Place of Use

_____ See corrections to claimed POU above

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

Total Acres 49

Document how the POU was verified:

THIS WAS ALL I COULD FIND. THESE WERE THE 3 POD OF THE BEST WAS HILL'S OLD PASTURE ^{on the Hill} PER MRS SKOW THERE HASN'T BEEN ENOUGH WATER IN COVE CREEK FOR THE PAST 3 YEARS TO IRRIGATE SO THEY HAVE CHANGED TO DRY LAND FARMING

Reviewer:


Date: 4-6-05

Purpose of Use Data Entry Form

Claim Number 67-4492

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit
IRRIGATION			

☐ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit
IRRIGATION			

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
IRR	2	200 Beef		3 Barns & sheds

Document how the Purpose of Use was verified:

COVE CREEK IS used for stock water in the Fall & winter, sometimes Early Spring

Reviewer:



Date:

4-6-05

Period of Use and Quantity Data Entry Form

Claim Number 67-4492

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	3/15	11/15	5	

Overall Diversion Rate 5

Overall Diversion Volume

☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	3/15	11/15	5	

Overall Diversion Rate 5

Overall Diversion Volume

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

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

They have 1 Pto Pump. when water is available they run 30 to 40 SPRINKLERS depending on the field. Sprinkler heads are 5/32 or 5/8 in. Per min.

Reviewer:



Date:

4-06-05

wed.
10 AM

left message.

67-4482 Peter Skew 208 549 - 2859

(6)? #1
PO D 208 2281648 # A 0016706
1 Pic 144 9309

#2 009. 2282816 # A 0016707
~~PO D.~~ 1449109 1 Pic.

1-Pic #3 2281182

old 1449409 # A 0016708

How many Pump H.P.

PO.

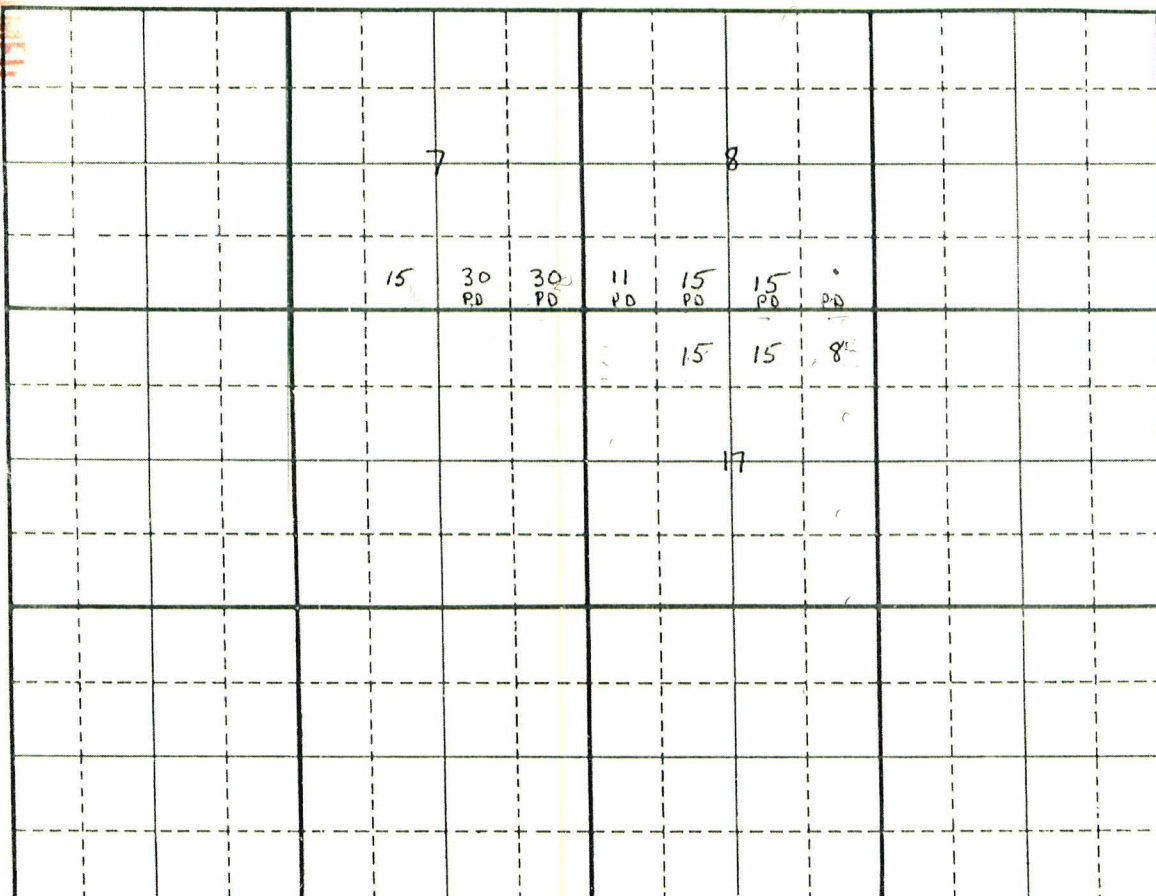
Each.
PO.D Spemkles. 30-40
How many

Priority Date.

How many stock 200 Head Beef out. in
out of stream. winter

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8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Gem) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Pete Kew

(Claimant)

Sworn to before me this 5 day of May, 19 83.

Emmett
Notary Public
Residing at Emmett

My commission expires lifetime

FOR DEPARTMENT USE ONLY

Received by DBS Date 5/5/83 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by JC Date 5/5/83 claimant by: _____
\$30.00 fee received by DBS Date 5/5/83 #27989
Published in Weiser Signal
Dates 5/26 & 20/2/83

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Notice of Appropriation of Water.

State of Idaho,
County of Washington } ss.

To All Concerned.

Notice is hereby given that the undersigned has appropriated, and claims, under the laws of the State of Idaho, the use of Five cubic feet per second of this stream, known as Cove Creek. Said water is intended to be diverted from said creek at the point where this notice is posted, to-wit: On the South side of said Cove Creek and at a point West of and Eighty rods down said Cove Creek from the Hot Spring in the bed of said creek and in the South East quarter of Section 8 in Town 10 North of Range 3 West B. M.

Said water will be used for the purpose of irrigation and domestic purposes and the place of said use will be on my land claim in Section 18 in Township Ten North of Range Three West of the Boise Meridian, in Washington County Idaho.

Said diversion will be accomplished by means of a ditch or canal running in a Westerly direction about three-fourths of a mile to the above described land. To be completed on or before July the

Witness my hand at Heiser, Washington County, Idaho, this 3rd day of April 1901.

John W. Olson
Claimant.

State of Idaho,
County of Washington } ss.

John W. Olson being first duly sworn depose and say that he is of lawful age and the Claimant of the water right mentioned in the foregoing notice and whose name is subscribed thereto. That the statements in said notice are true, and that the original notice of which the foregoing is a true copy, was posted in a conspicuous place at or near the place of intended diversion (as provided by law) on the Fourth day of April 1901, at 11 o'clock A. M.

John W. Olson.

Subscribed and sworn to before me this 8th day of April 1901. And I further certify that on the date last above given personally appeared before me the affiant above named, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Filed for record at request of John W. Olson, Co-Office Recorder, 6th day of April A.D. 1901.

RECORDED

N O T I C E

Any person interested, will please take notice, that I, John W Olson, the owner by appropriation and use, and by notice duly and lawfully given, of 250 Miner's Inches of Water, diverted from Cove Creek, in Washington County, State of Idaho, and carried through this Ditch and used for Irrigation and Domestic Purposes upon my land in Section Eighteen (18) in Township Ten (10) North of Range Three (3) West of the Boise Meridian in Washington County, State of Idaho, do intend to change the place of use and hereby do transfer 120 Miner's Inches of my said Water Right, with it's proportionate share of ditch, for use for irrigation and domestic purposes, from the lands above described to the South one-half ($\frac{1}{2}$) of the South east Quarter ($\frac{1}{4}$) and the South east Quarter ($\frac{1}{4}$) of the South west Quarter ($\frac{1}{4}$) of Section Seven (7) in Township Ten (10) North of Range three (3) west of the Boise Meridian in Washington County, State of Idaho.

WITNESS my hand and seal, at Weiser, Idaho this first day of February A D 1911.

Witnesses

E P Hall

John W Olson (SEAL)

Jason Hallock

State of Idaho

County of Washington

John W Olson, first being duly sworn, on his oath deposes and says: That the foregoing Notice is a true copy of the Notice of Change of Place of Intended Use of the waters as therein stated; that he posted the original of said Notice, on the 2nd day of February A D 1911, at the point where said waters are diverted into his said irrigation ditch from Cove Creek, also that he posted a true copy of said Original Notice on his said irrigation ditch, where the said 120 Miner's Inches are to be diverted upon the lands to which said amount of water is transferred by above Notice.

Witnesses

E P Hall

John W Olson

R C McKinney

Subscribed and sworn to before me this eighth day of February A D 1911.

Seal
(E P Hall, Notary Public)
(Washington County, Idaho)

My Commission expires March 26th 1914.

E P Hall

Notary Public

Filed for record at request of John W Olson at 9 o'clock A M February 16 1911.

Frank E Smith Recorder

By B B Hunt Deputy

Fees, \$0.80

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ASCS-476
(8-27-80)

U. S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service

NOTICE OF YIELDS, RICE ALLOTMENT AND NORMAL CROP ACREAGE

Shown below are the program yields and acreages now in effect for the crop year shown. This notice supersedes any and all previous notices you have received. If a yield has not been entered for a commodity it has not been established. You will be notified when the yield is established.

FARM NO.	NAME AND ADDRESS	FARM- LAND	CROP- LAND	NAME AND ADDRESS OF COUNTY ASC COMMITTEE	
306	IPETE SKOW		6958 1417	Washington County	
D	RT 2 BOX 41		13-21/23	ASC Committee	
OP	WEISER ID 83672		14-23/24	315 West Second St.	
			0-28	Weiser, ID 83672	
519 54	9562 6				
306	ANNA SKOW		4078 1277		
D	RT 2		13-23/24		
OW	WEISER ID 83672		14-23/24	1981	2-17-81
519 42	4792 9			CROP YEAR	MAILING DATE

NOTICE TO ALL PRODUCERS ON THIS FARM

APPEALS - You may request the county ASC committee to reconsider any entry on this form which you believe is incorrect or inequitable. The request must be in writing and mailed or delivered to the county office within 15 days of the mailing date shown. If an earlier notice was issued for the crop year, only the entries revised or added by this notice may be appealed at this time.

CHANGES - Please report immediately to the county ASCS office if:

- (1) You will not operate the identified farm in the crop year shown.
- (2) Any change occurs for the crop year shown in the ownership, operation, or control of the farm, or if there is any change in the total land on the farm from that shown as a result of subdivisions, sale or renting of additional land.

If a change is made in the farm for the crop year shown which affects any entry, this notice shall not be effective and a revised notice will be furnished.

YIELDS				REMARKS
Wheat (Bu.)	Irrigated 73	Dry 27		The NCA limitation is not applicable for the 1981 crop year. Any increase in acreage in 1981 shall not be used in determining normal crop acreage in future years.
Barley (Bu.)	Irrigated 78	Dry 31		
Corn (Bu.)				
Gr. Sorgh. (Bu.)				
Up. Cotton (Lbs.)		Rice (Lbs.)		
ACREAGES				
NORMAL CROP (NCA)		RICE ALLOTMENT		
687.3				

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: Jan J. J. J.

Right Number 67-4492 Applicant SKOW

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. 7-18-83
- ☒ Claim published correctly. the Western Signal
5/26 8/10/83 30/27989
- ☐ Exceptions processed.

By _____ Date _____

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By EW Date 8/10/83

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RECEIVED
AUG 18 1983

Department of Water Resources

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

[illegible]