

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7130 V1

WATER RIGHT NUMBER: 67-7130 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	CRAIGS HEREFORD RANCH INC 1525 S CRANE RD MIDVALE, ID 83645 (208)355-2405
Current Owner	TAMI J PERRY 1195 S CRANE RD MIDVALE, ID 83645 (208)355-1697
Current Owner	MICHAEL C PERRY 1195 S CRANE RD MIDVALE, ID 83645 (208)355-1697

Priority Date: 03/05/1973

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
SOUTH CRANE CREEK	WEISER RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	05/01 to 10/31	0.370 CFS	108.00 AF
	<u>Total Diversion:</u>	0.370 CFS	108.00 AF

Location of Point(s) of Diversion

SOUTH CRANE CREEK	SE1/4NE1/4	Sec. 3,	Twp 11N,	Rge 02W, 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	
11N	02W	2							2.0										2.0
11N	02W	3				24.0									1.0				25.0

Total Acres: 27

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7130 V1

1. S39 The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before May 1 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
2. 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. dsmith 4/2/2004 POU

Comment: Licensed for 40 ac in sene & nese, claim is 27.4 ac and includes swnw. No transfer in state office

2. dsmith 4/2/2004 Quantity

Comment: Same amount claimed as licensed, but less acres claimed

3. dfavreau 9/8/2006 Quantity

Comment: Claimed quantity reduced because not all acres covered by license claimed. $0.55/40 = 0.1375$ $0.1375 * 27 = 0.37$

4. dfavreau 9/8/2006 POU

Comment: POU similar to one in license file, just top half. 11N02W3 SENE not claimed. 11N02W3 SENE not owned by claimant. No documentation of transfer.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

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>
Priority Date	4/2/2004 8:25:32 AM	dsmith			Active
POD	4/2/2004 8:54:05 AM	dsmith			Active
Source	4/2/2004 8:58:09 AM	dsmith			Active
Priority Date	9/8/2006 1:30:17 PM	dfavreau			Active
POD	9/8/2006 1:30:39 PM	dfavreau			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7130 V1

Source	9/8/2006 1:31:07 PM	dfavreau	Active
POU	9/8/2006 1:32:10 PM	dfavreau	Active
Use	9/8/2006 1:51:52 PM	dfavreau	Active
Season	9/8/2006 1:52:28 PM	dfavreau	Active
Quantity	9/8/2006 2:15:37 PM	dfavreau	Active
Summary	09/08/2006	dfavreau	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POD	4/2/2004 8:53:53 AM	dsmith	Edited PLS
Source	4/2/2004 8:58:09 AM	dsmith	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file?
Priority Date	4/2/2004 8:25:33 AM	dsmith	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly?
POD	4/2/2004 8:52:39 AM	dsmith	Edited point location
POU	9/8/2006 1:35:10 PM	dfavreau	Updated PLS for Active POU
Use	9/8/2006 1:51:52 PM	dfavreau	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
General	9/8/2006 1:30:17 PM	dfavreau	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7130 V1

POD	9/8/2006 1:30:40 PM	dfavreau	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
POU	9/8/2006 1:43:31 PM	dfavreau	Updated shape for Active POU
POU	9/8/2006 1:43:43 PM	dfavreau	Updated PLS for Active POU
Source	9/8/2006 1:31:07 PM	dfavreau	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
POU	9/8/2006 1:32:11 PM	dfavreau	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
POU	9/8/2006 1:45:13 PM	dfavreau	Updated PLS for Active POU
Quantity	9/8/2006 2:15:37 PM	dfavreau	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (Yes) 8. Does the parent right have an annual diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? (No) 12. Is a Quantity remark or condition required? Description for Question 10 - $27 \times 4.0 = 108$
Season	9/8/2006 1:52:28 PM	dfavreau	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (Yes) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? (No) 17. Was the Period of Use shortened by a Transfer to a standard Period of Use that is shorter than the current standard Period of Use? (Yes) 18. Is a Period of Use remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7130 V1

Summary	9/8/2006 3:20:17 PM	dfavreau	(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	2/18/2004 11:19:57 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:23:56 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:14:54 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:22:44 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:09:59 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:16:42 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:17:59 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:21:42 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:23:31 AM	awarntje	Edited shape boundary
POD	4/2/2004 8:54:06 AM	dsmith	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file?

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.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 24, 2006

MICHAEL AND TAMI PERRY
1195 S CRANE RD
MIDVALE ID 83645

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim to a Water Right #67-7130 and 67-7333

Dear Claimants:

We have processed your change in ownership of the Notices of Claim referenced above. Thank you for your patience.

Enclosed are copies of the Notices of Claim for your file. Please refer to these record numbers in any future inquiries or correspondence.

If your mail delivery address changes in any form, please contact us in writing so we can update our records to assure you receive important notices concerning your claims.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Technical Section

SS:region

Enclosures:

Copies of Notices of Claim Referenced Above

SCANNED
MAR 24 2006

RECEIVED

SEP 22 2005

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
OK - A67-07333		NO			
OK - A67-07130		NO			
A67-10655 PD		NO			
A67-10659 P.D.					

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

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

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) CRAIG'S HEREFORD RANCH, INC.
1525 SOUTH CRANE ROAD, MIDVALE, ID 83645
4. New Owner/Claimant(s) MICHAEL C. PERRY AND/OR TAMI J. PERRY
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 1195 S. CRANE ROAD
- City, State and ZIP Code MIDVALE, ID 83645
- New Telephone Number (208) 355-1697
5. Date you acquired the property 09/09/05

SCANNED

SEP 26 2005

SCANNED

JAN - 4 2006

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

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

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

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

Michael C. Perry
MICHAEL C. PERRY
Tami J. Perry
TAMI J. PERRY

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

For Office Use Only

Received by lg
Received by lg
Processed by lg AJ

Date 9/22/05
Date 9/22/05
Date _____

Fee \$25.00
Receipt No. W033450
WR _____ Date _____

SCANNED

JAN - 4 2006



170022

WARRANTY DEED

For Value Received,

Craig's Hereford Ranch, Inc., an Idaho Corporation,

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

Way Developement, Inc., an Idaho Corporation

the Grantee whose address is **1065 Loafer Lane, Weiser, ID 83672,**

the following described premises in **WASHINGTON COUNTY, IDAHO**, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the 2005 taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 09/07/05

Craig's Hereford Ranch, Inc.

BY: Victor C. Craig

Victor C. Craig, President

Instrument # 198522

WEISER, WASHINGTON, IDAHO

2005-09-09

03:58:00 No. of Pages: 2

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 6.00

STATE OF IDAHO)

)ss

COUNTY OF WASHINGTON)

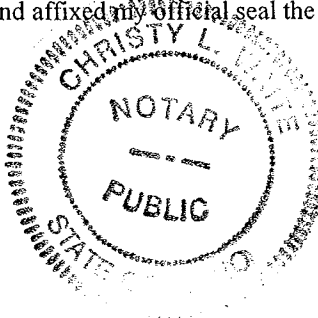
On this 7th day of September, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Victor C. Craig, known or identified to me to be the President of Craig's Hereford Ranch, Inc. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and acknowledged to me that such corporation executed the same.

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

Christy L. Linder
Notary Public for Idaho

Residing at: Weiser, Idaho

My Commission Expires: 11/4/09



SCANNED
JAN - 4 2006

W11293



WARRANTY DEED

For Value Received,

Way Development, Inc., an Idaho Corporation,

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

Michael C. Perry and Tami J. Perry, husband and wife

the Grantees whose address is 1195 S. Crane Road, Midvale, ID 83645,

the following described premises in WASHINGTON COUNTY, IDAHO, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the 2005 taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/2/05

Way Development, Inc.

BY: Bruce Way

Bruce Way, Secretary

Instrument # 198523

WEISER, WASHINGTON, IDAHO

2005-09-09

03:58:00 No. of Pages: 2

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy Sharon Widner

Index to: DEED

STATE OF IDAHO)

)ss

COUNTY OF WASHINGTON)

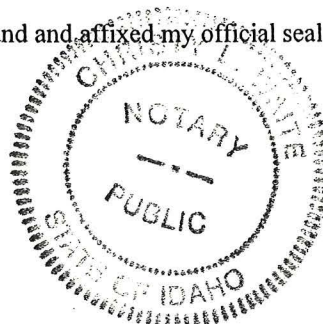
On this 7th day of September, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Way, known or identified to me to be the Secretary of Way Development, Inc. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and acknowledged to me that such corporation executed the same.

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

Sharon Widner
Notary Public for Idaho

Residing at: Weiser, ID

My Commission Expires: 11/4/09



SCANNED

JAN - 4 2006

EXHIBIT "A"

IN WASHINGTON COUNTY IDAHO

TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN

SECTION 34: SE1/4

TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN

SECTION 2: NW1/4;

All that portion of the NW1/4SW1/4 lying northerly of a County road known as Big Flat Road and westerly of an existing road known as Land Road;

SECTION 3: N1/2NE1/4;

All of the SE1/4NE1/4 and the NE1/4SE1/4 lying northerly of a County Road known as Big Flat Road;

SAVE AND EXCEPT the following described parcel of land;

Beginning at the northwest corner of the SE1/4NE1/4 of Section 3, T.11N., R.2W., B.M.;

Thence South along the West line of said SE1/4NE1/4 to the point of intersection of a County Road known as South Crane Road and a County Road known as Big Flat Road;

Thence northeasterly, along the easterly right-of-way line of Said South Crane Road, to a point 50 feet East of the West line of said SE1/4NE1/4, which point is the TRUE POINT OF BEGINNING;

Thence South, parallel to the West line of said SE1/4NE1/4, a distance of 233 feet more or less, to a point on the northerly right-of-way line of said Big Flat Road;

Thence northwesterly, along northerly right-of-way line of said Big Flat Road and northerly and easterly along the easterly right-of-way line of said South Crane Road, to True Point Of Beginning.

SUBJECT TO the right-of-way of existing roadways

EXHIBIT "A"

IN WASHINGTON COUNTY, IDAHO:

TOWNSHIP 11 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN:

- Section 18: Lot 4, SE1/4SW1/4;
- Section 19: Lot 1, NE1/4NW1/4, NW1/4NE1/4

TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN:

- Section 2: Lots 3 and 4, S1/2NW1/4, N1/2SW1/4, NW1/4SE1/4, S1/2SE1/4, SE1/4SW1/4;
- Section 3: Lots 1 and 2, SE1/4NE1/4, NE1/4SE1/4,
SAVE AND EXCEPT the following described parcel of land;

Beginning at the northwest corner of the SE1/4NE1/4 of Section 3, T.11N., R.2W., B.M.;

Thence South along the West line of said SE1/4NE1/4 to the point of intersection of a County Road known as South Crane Road and a County Road known as Big Flat Road;

Thence northeasterly, along the easterly right-of-way line of Said South Crane Road, to a point 50 feet East of the West line of said SE1/4NE1/4, which point is the TRUE POINT OF BEGINNING;

Thence South, parallel to the West line of said SE1/4NE1/4, a distance of 233 feet more or less, to a point on the northerly right-of-way line of said Big Flat Road;

Thence northwesterly, along northerly right-of-way line of said Big Flat Road and northerly and easterly along the easterly right-of-way line of said South Crane Road, to True Point Of Beginning.

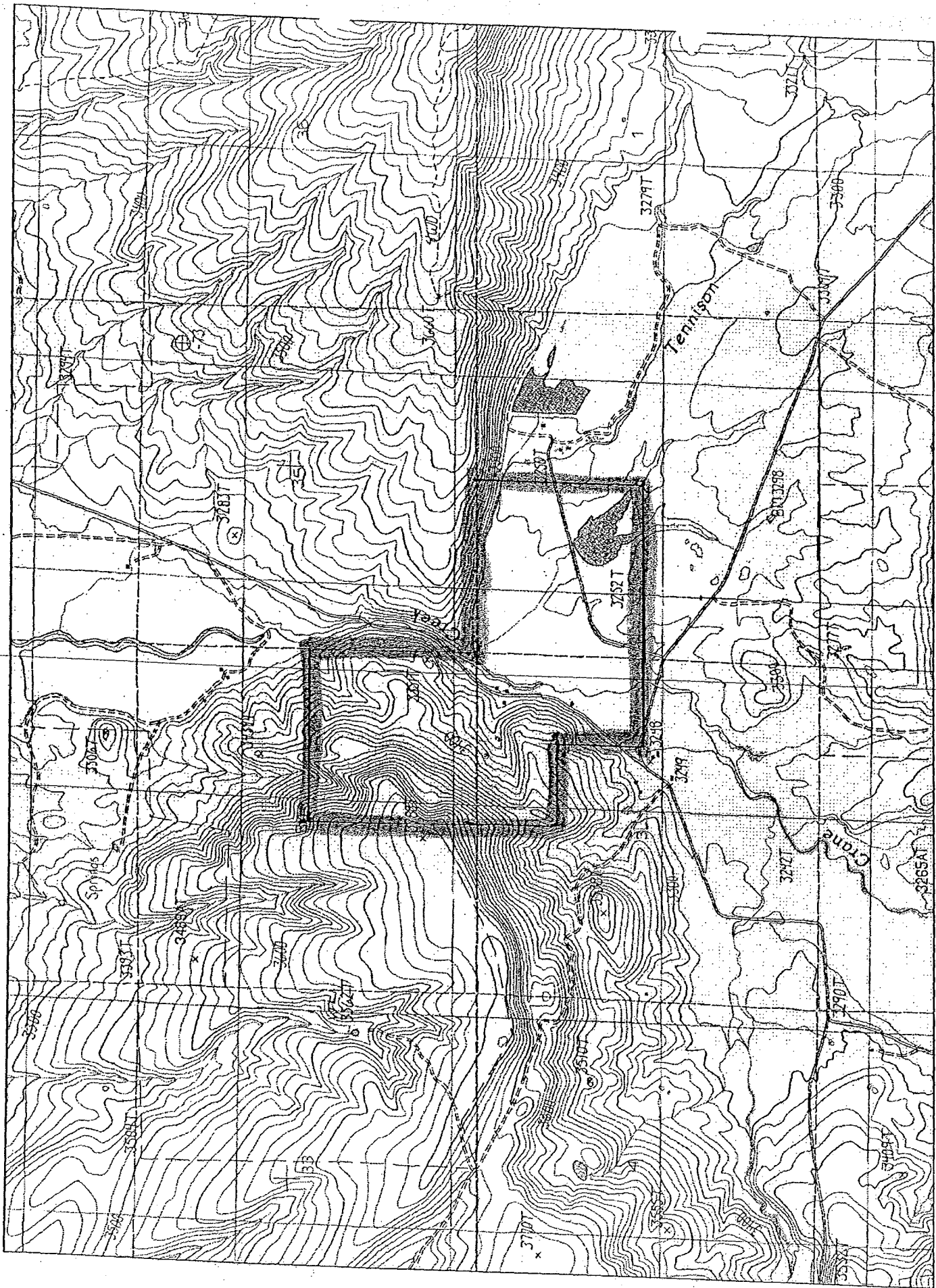
- Section 13: S1/2SW1/4
- Section 14: SE1/4SE1/4
- Section 23: E1/2NE1/4
- Section 24: NW1/4, N1/2SW1/4

TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN:

- Section 34: SE1/4

SCANNED

JAN - 4 2006



© 2002 DeLorme (www.delorme.com). 3-D TopoQuads ®. Data copyright of content owner.

Scale: 1 : 24,000 Map Rotation: 0° Magnetic Declination: 16.0°E

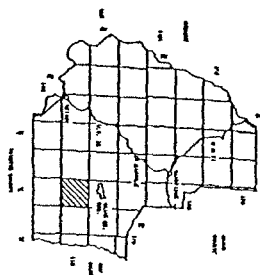
SCANNED

JAN - 4 2006

WASHINGTON COUNTY IDAHO

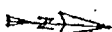
SCANNED
JAN - 4 2006

NOTE: BE SURE TO CHECK THE
RECORDS OF THE COUNTY CLERK
FOR THE LOCATION OF THE
ORIGINAL SURVEY. THIS
RECORDS SURVEY IS NOT A
REPLACEMENT FOR THE
ORIGINAL SURVEY.

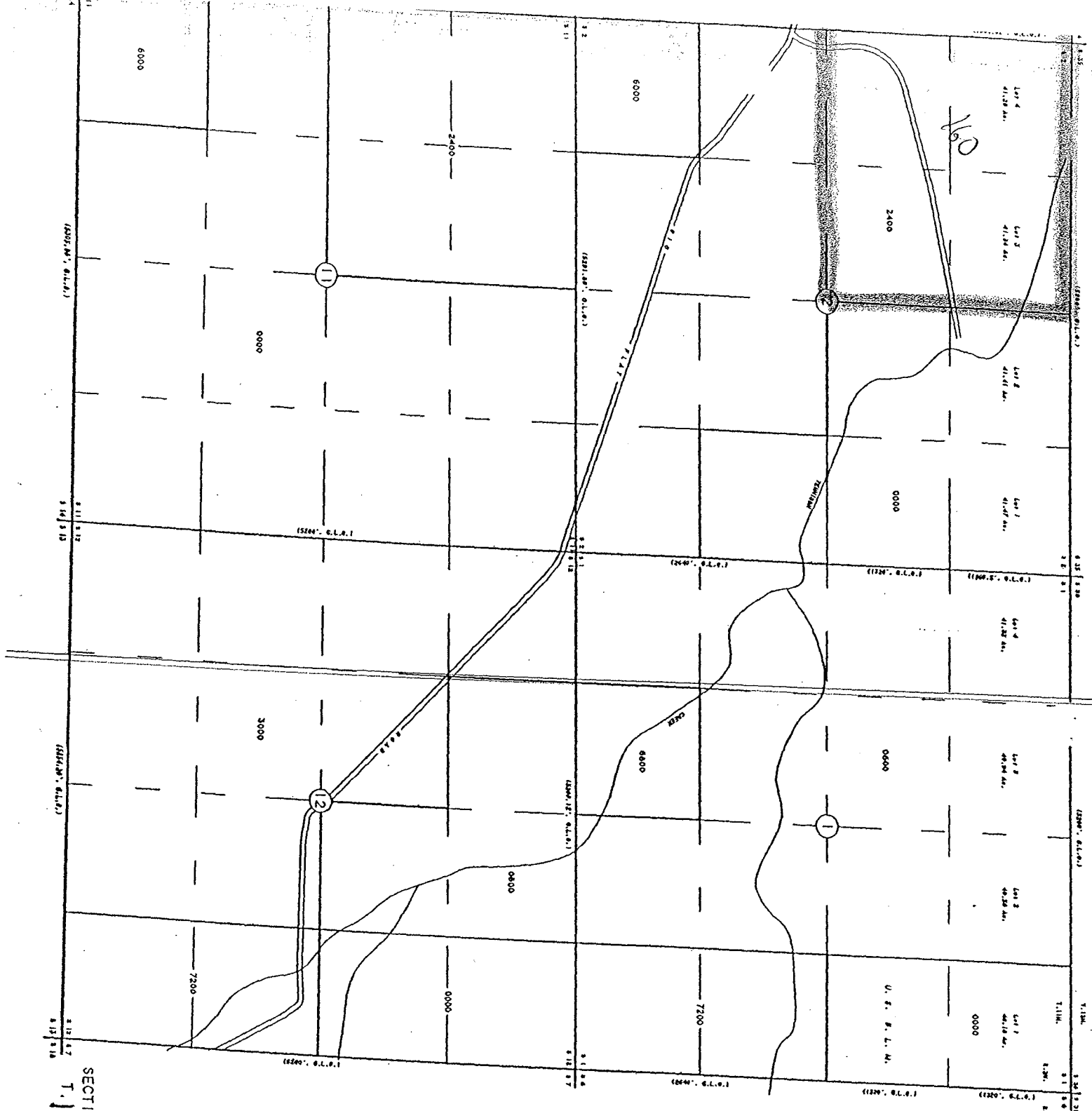


1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72

WASHINGTON COUNTY, IDAHO
SECTION 12, T.1N., R.2W., B.M.
AND ADJACENT SECTIONS 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72.



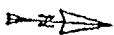
SECTIONS 1, 2, 11 & 12
T.1N., R.2W., B.M.
11N 02W 01



IDAHO

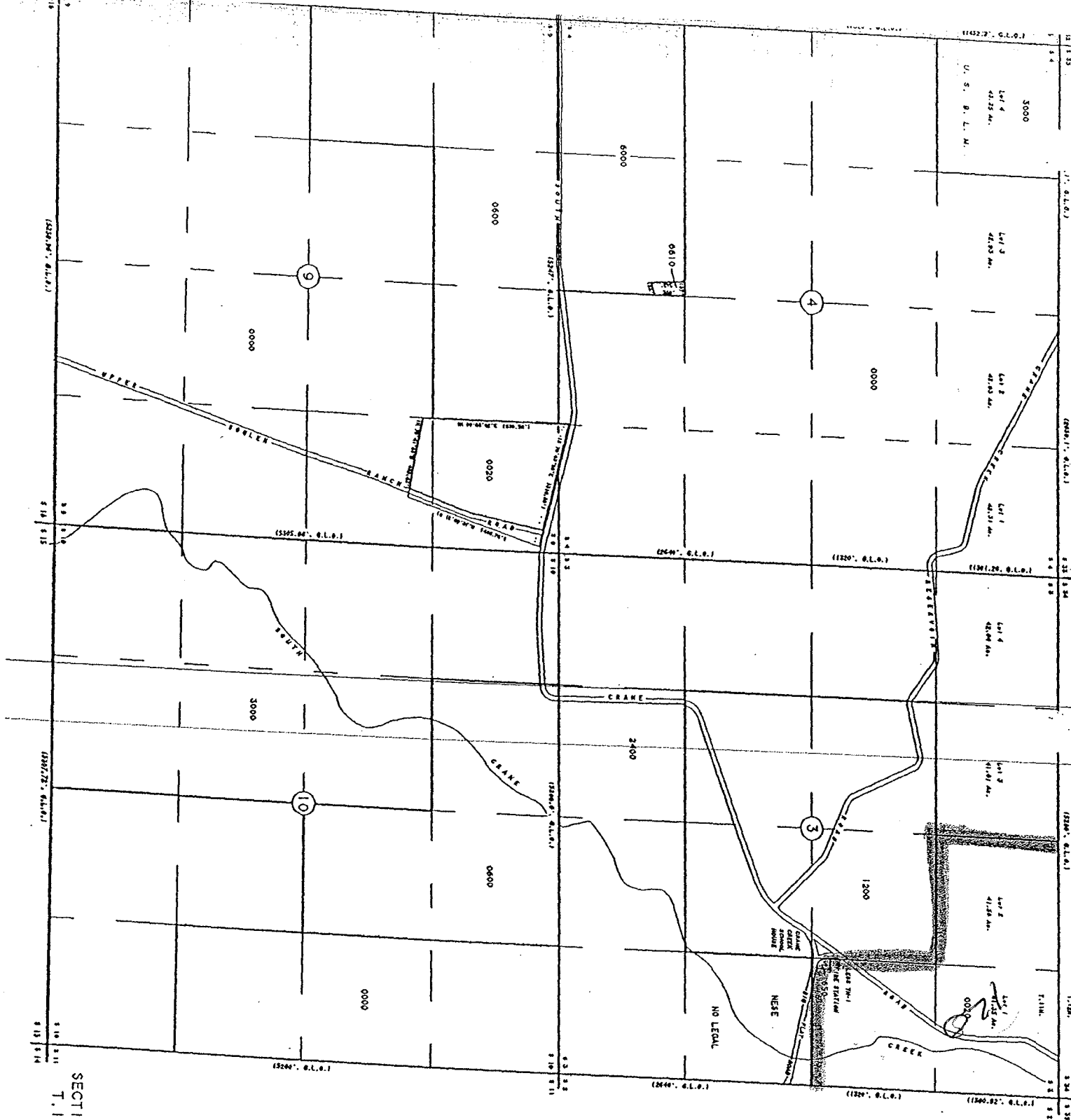
36	32	28	24	20	16	12
35	31	27	23	19	15	11
34	30	26	22	18	14	10
33	29	25	21	17	13	9
32	28	24	20	16	12	8
31	27	23	19	15	11	7
30	26	22	18	14	10	6
29	25	21	17	13	9	5
28	24	20	16	12	8	4
27	23	19	15	11	7	3
26	22	18	14	10	6	2
25	21	17	13	9	5	1

WILLIAMS PUBLISHING, INC.
MILWAUKEE, WISCONSIN
4007 Wisconsin Dr., 53210



SCALE IN FEET

SECTIONS 3, 4, 9 & 10
T.11N.. R.2W.. B.M.
11N 02W Q2



SCANNED
JAN - 4 2006

WASHINGTON COUNTY
IDAHO

BASED ON SURVEYOR'S PLANS AND OFFICIAL
RECORDS ON FILE AT THE OFFICE OF THE COUNTY
RECORDS OF WASHINGTON COUNTY, IDAHO. FOR
REFERENCE PURPOSES ONLY - DOES NOT GUARANTEE
BOUNDARIES.



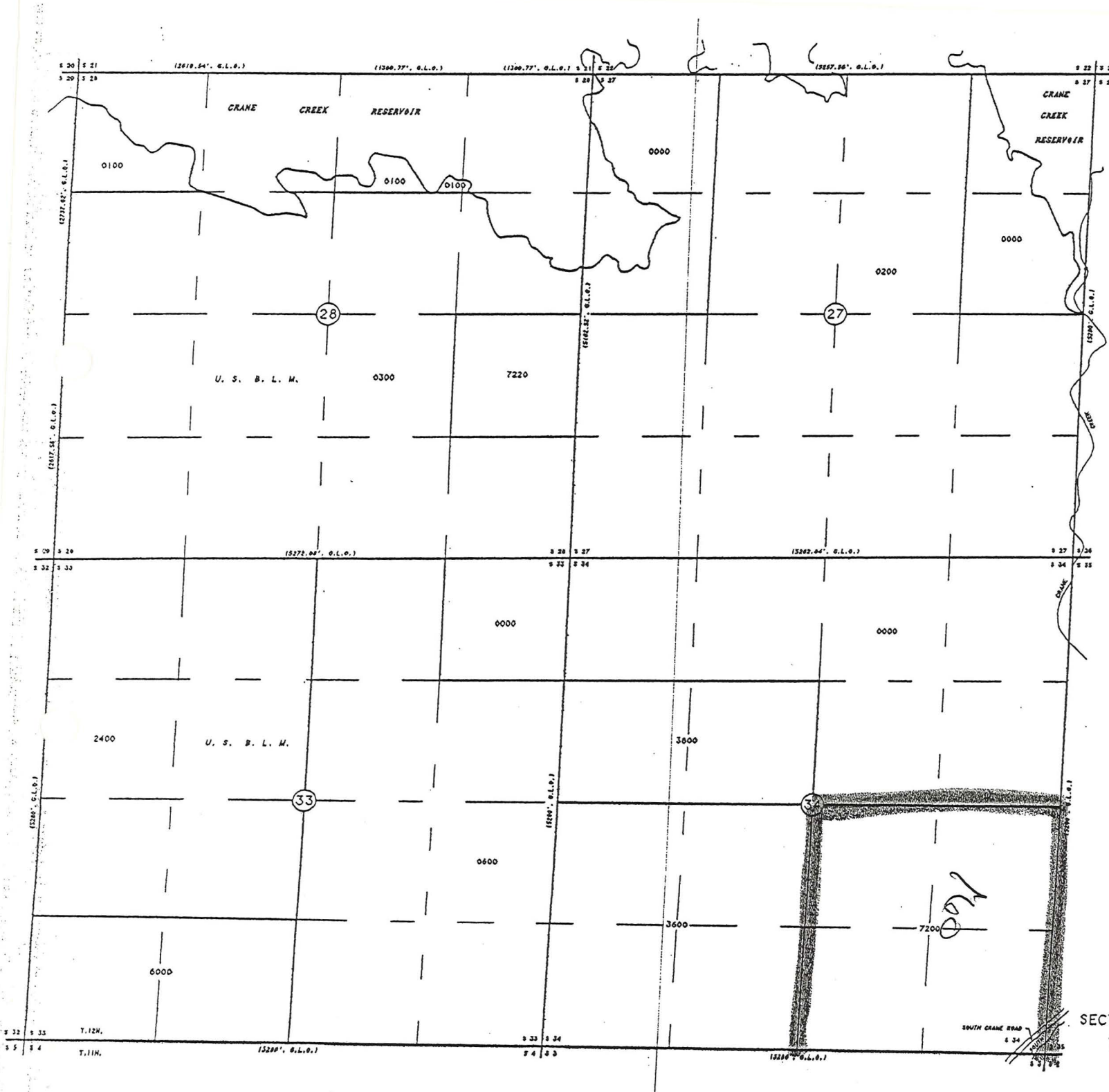
1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48

MILLERS SURVEYING, INC.
IDAHO, IDAHO
FEBRUARY 25, 2006

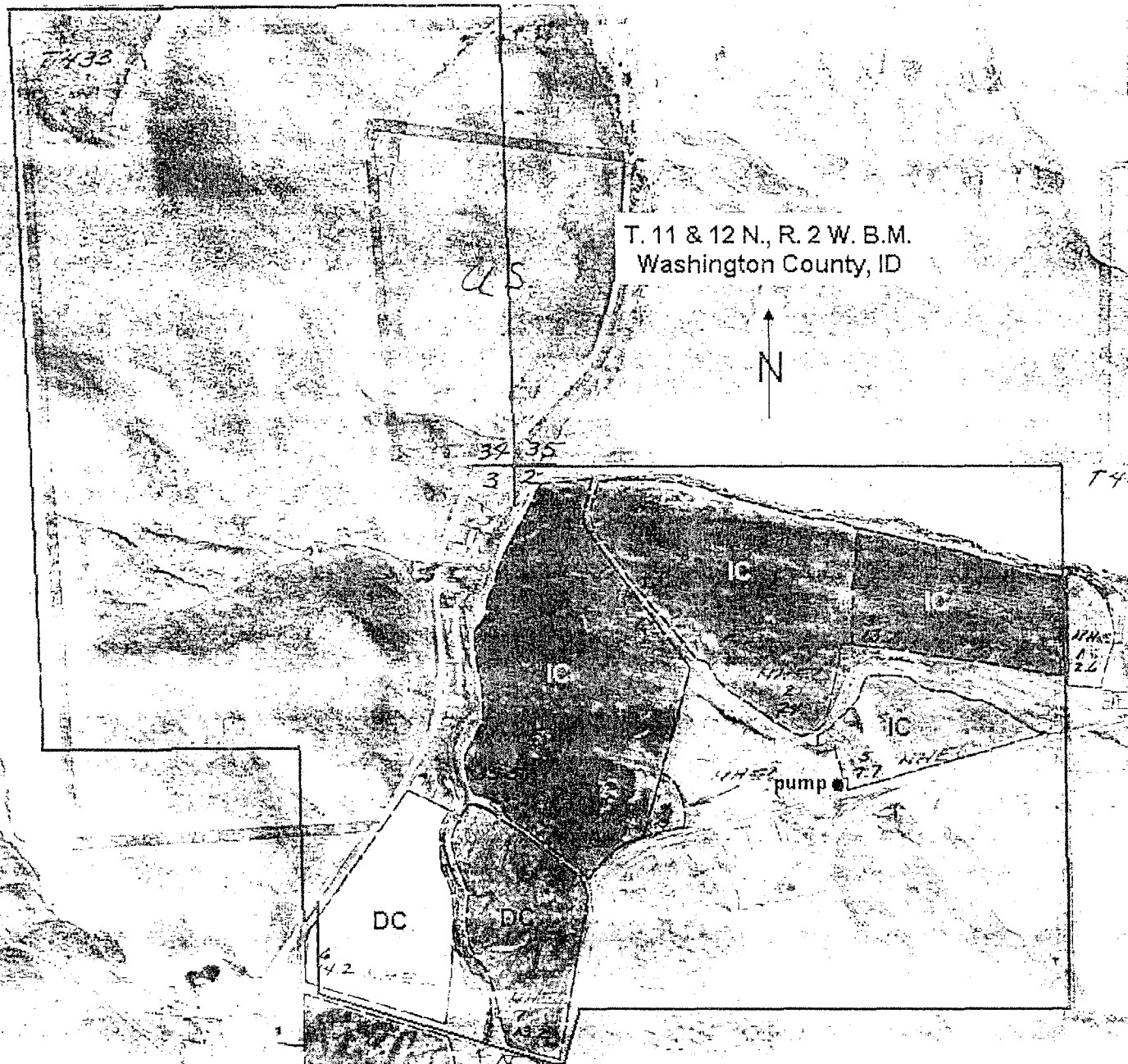


0 400 800
SCALE IN FEET

SECTIONS 27, 28, 33 & 34
T.12N., R.2W., B.M.
12N 02W 08



Aerial Photo



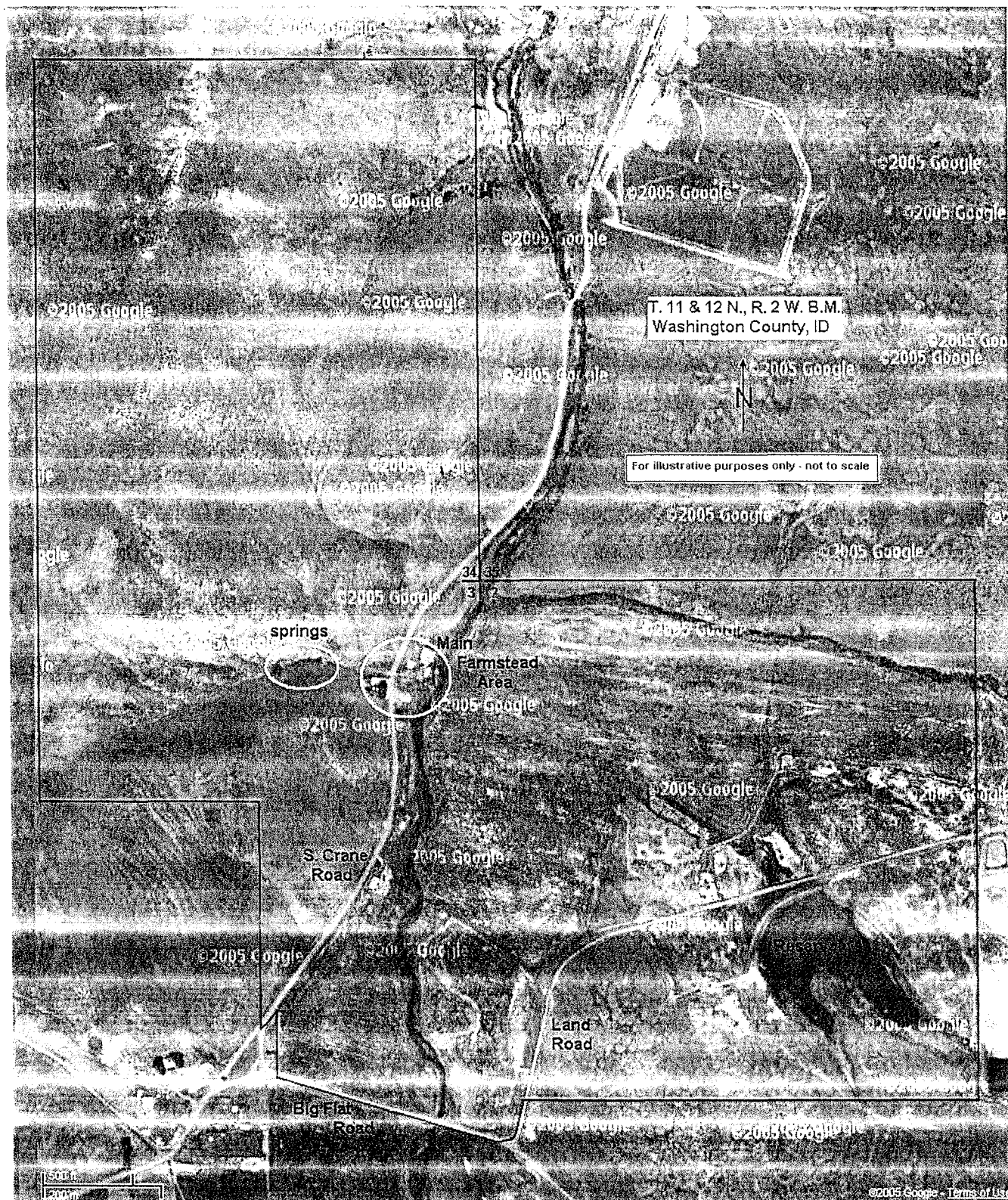
LEGEND

DC - Dry Crop

IC - Irrigated Crop

Not to Scale - for illustrative purposes only

Property Drawing



IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-7130 V1

WATER RIGHT NUMBER: 67-7130 V1

Owner Type Name and Address
Current Owner CRAIGS HEREFORD RANCH
 1525 S CRANE RD
 MIDVALE, ID 83645
 (208)355-2405

Priority Date: 03/05/1973

Basis:

Status:

Source Tributary
SOUTH CRANE CREEK WEISER RIVER

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	5/01	10/31	0.550 CFS	160.00 AF
<u>Total Diversion:</u>			0.550 CFS	160.00 AF

Location of Point(s) of Diversion

SOUTH CRANE CREEK SE1/4NE1/4 Sec. 3, Twp 11N, Rge 02W, B.M.
WASHINGTON County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
11N	02W	2	3.2				3.2
11N	02W	3		22.0		2.2	24.2

Total Acres: 27.4

Conditions of Approval:

Remarks:

Comments:

1. dsmith 4/2/2004 POU
Comment: Licensed for 40 ac in sene & nese, claim is 27.4 ac and includes swnw. No transfer in state office
2. dsmith 4/2/2004 Quantity
Comment: Same amount claimed as licensed, but less acres claimed

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-7130 V1

Dates and Other Information:

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

Combined Use Limits:

Element Reviewed/Verified Dates:

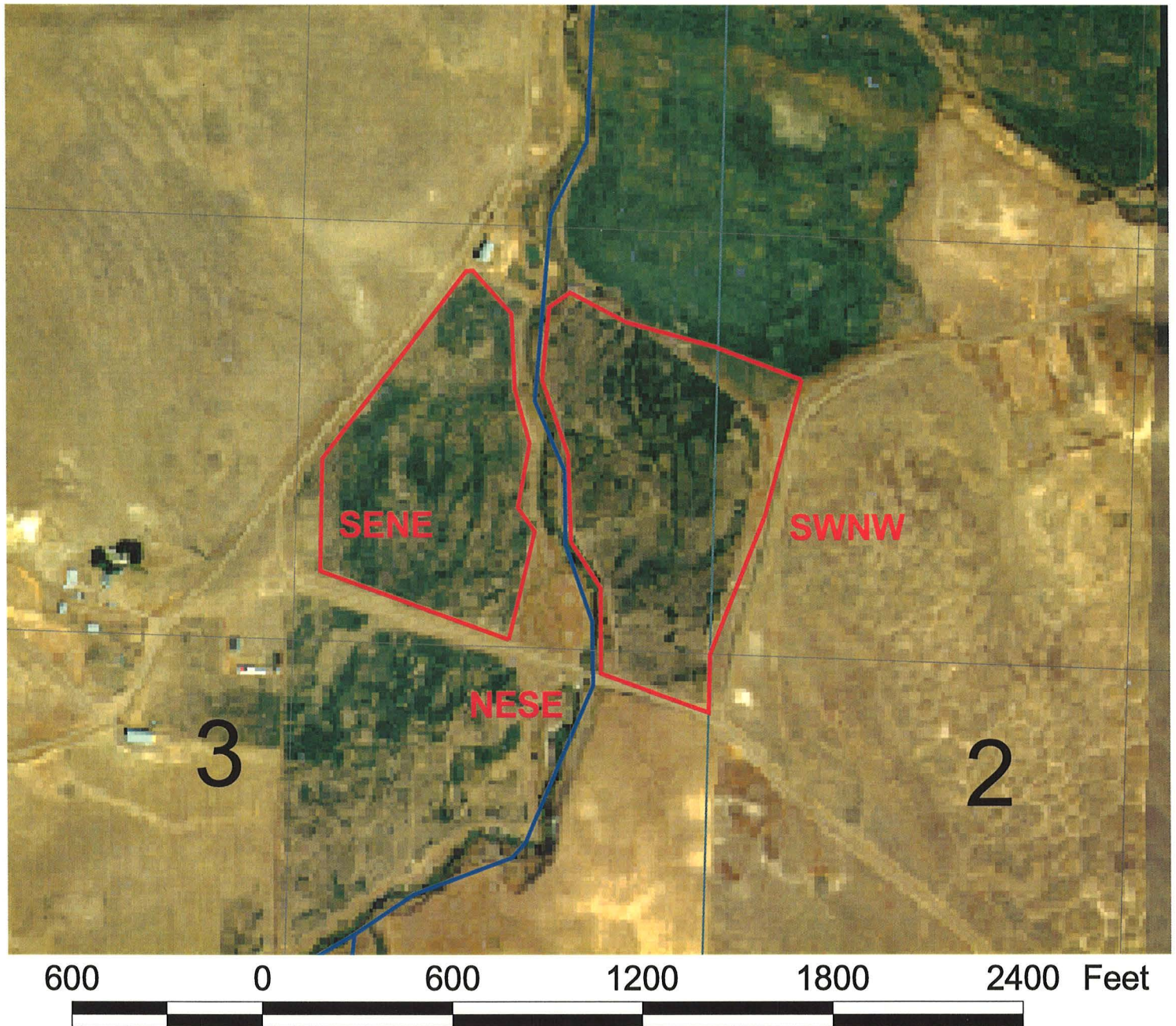
Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status
Priority Date	4/2/2004 8:25:32 AM	dsmith			
POD	4/2/2004 8:54:05 AM	dsmith			
Source	4/2/2004 8:58:09 AM	dsmith			

Verification Log:

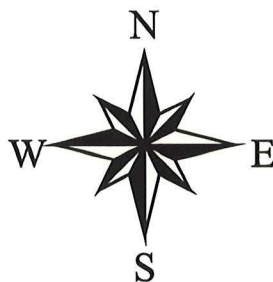
Element	Date Time Stamp	Reviewer	Log text
POD	4/2/2004 8:53:53 AM	dsmith	Edited PLS
Source	4/2/2004 8:58:09 AM	dsmith	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file?
Priority Date	4/2/2004 8:25:33 AM	dsmith	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date? (Yes) 15. Is the basis of claim coded correctly?
POD	4/2/2004 8:52:39 AM	dsmith	Edited point location
POU	2/18/2004 11:19:57 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:23:56 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:14:54 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:22:44 AM	awarntje	Edited shape boundary
POU	2/18/2004 11:09:59 AM	awarntje	Edited shape boundary

Idaho Department of Water Resources

67-7130



T11N, R02W, S2



Prepared by Anita L. Warntjes
February 18, 2004
1993/94 True Color Photo

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 67-7130 Priority March 5, 1973 Amount 0.55 cfs

THIS IS TO CERTIFY, that LAVELLE C. CRAIG
of Midvale, Idaho, has complied with the terms and conditions of Permit
No. 67-7130 issued pursuant to Application for Permit dated March 5, 1973,
and has submitted proof to the Department of Water Resources on June 3, 1976,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.55 cfs of water from South Fork Crane Creek,
tributary to Weiser River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>May 1</u> to <u>October 31</u>	at <u>0.55</u> cfs and	<u>160</u> acre feet
	from _____	_____ cfs and	_____
	from _____	_____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 0.55 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and entitled to be for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
160 acre feet per year, said waters to be diverted within the SE 1/4, Sec. 3, Twp. 11N,
Rge. 2W, B. M. in the County of Washington

Description and location of place of use:

Twp.	Range	Sec.	Section												Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11N	2W	3				22									40

Total number of acres irrigated 40

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 27 day of
March, 19 79.

Deputy Director

MICROFILMED

FIELD REPORT

- TOTAL ACREAGE** 80

Rge. 2W

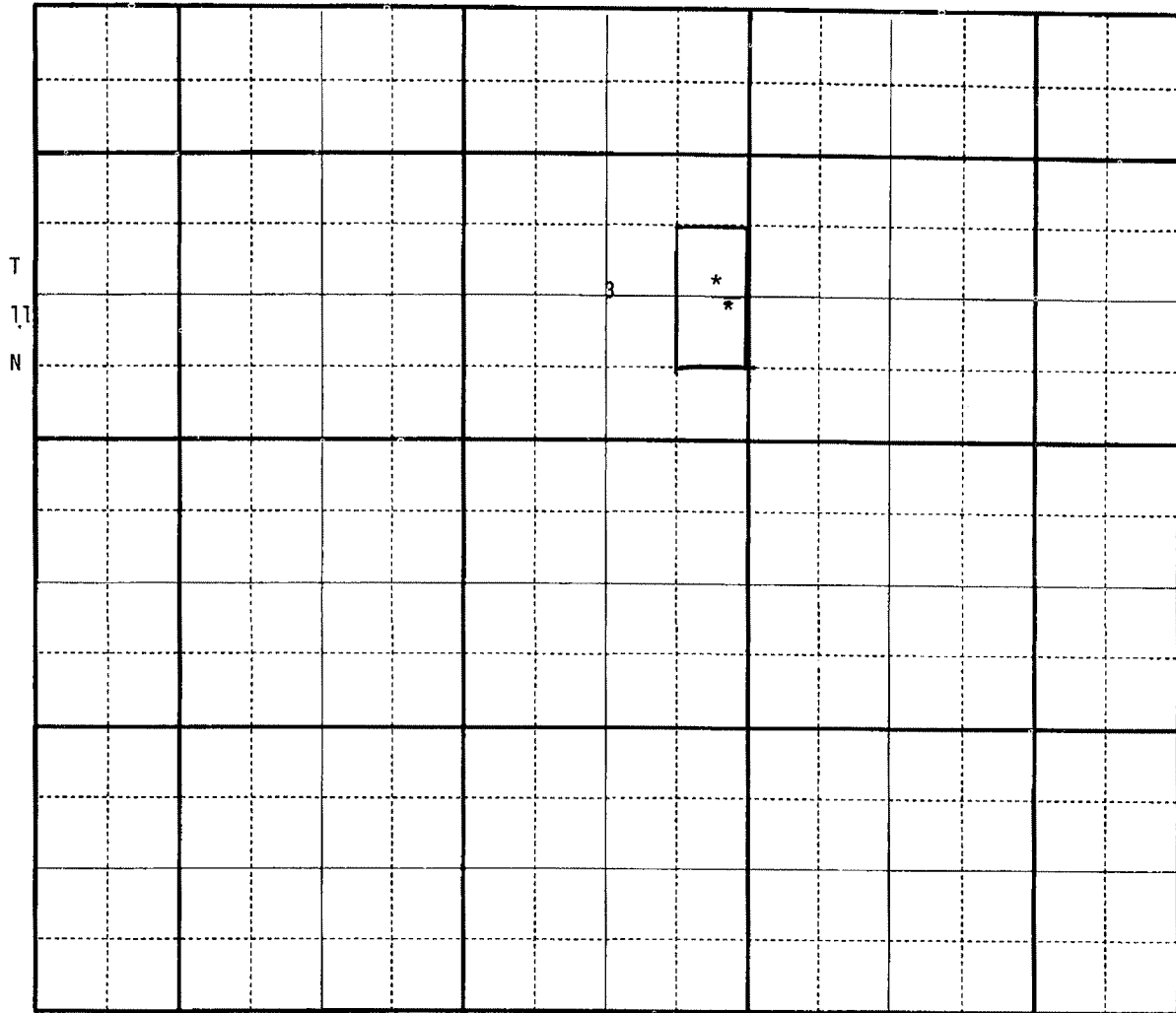


Diagram of System

Measurement

Rain bird model # 30 WS

nozzle size	Pressure in PSI
1/64"	70 - 70 - 69 - 69 - 68 - 68 68 - 68 - 62 - 62 - 62 - 62 - 62 62 - 61 - 61 - 60 - 60 - 60 - 60 - 60 68 - 68 - 62 - 62
9/64"	

Buckner model # 180

nozzle size	Pressure in PSI
9/64"	68 - 67 - 67 - 67 - 66 - 66 - 66 67 - 66 - 66 - 66
1/64"	66
5/32"	66
3/16"	66 - 66 - 66

Flow produced in gpm:

$$\begin{aligned}
 &7.08 + 7.08 + 7.03 + 7.03 + 6.98 + 6.98 + 6.98 + 6.98 \\
 &+ 6.66 + 6.66 + 6.66 + 6.66 + 6.66 + 6.66 + 6.61 \\
 &+ 6.61 + 6.56 + 6.56 + 6.56 + 6.56 + 6.56 + \cancel{6.56} \\
 &4.74 + 4.74 + 4.44 + 4.44 + \cancel{6.48} + 4.74 + 4.73 \\
 &+ 4.73 + 4.73 + 4.70 + 4.70 + 4.70 + 4.73 + 4.70 \\
 &+ 4.70 + 4.70 + 6.88 + 5.77 + \cancel{6.89} + \cancel{6.89} + 7.89 \\
 &+ 7.89 + 7.89 = \underline{248.66 \text{ gpm}} = 0.5 \text{ cfs}
 \end{aligned}$$



DATE OF EXAM 6/2/77

ACREAGE 40 *see aerial photo*
Found 40 *A.*
Recommended 40 *A.*

Irrigation Requirement 4.0 Ac Ft/Ac *40 x 42 = 1680 ac ft*

USE
Irrigation Q = 0.55 c.f.s. V = 192 AF/Ann. from May 1 to October 31
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ✓

Name source: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Exchange? yes _____ no ✓

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of injection: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of exchange: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Total Q measured 0.55 cfs Method of measurement pressure at sprinkler nozzles

Total Q recommended 0.55 Meter None Type _____ Condition _____

Total V recommended 192 AF/year

Recommended Amendments: 40 alone
P.D. _____
Place of Use ✓ Started and NW 1/4 of sec. 2 should have a P.D. and 1/4 respectively
Other _____ N/A
None ✓

MEASUREMENT CALCULATION:

See Attached sheet.
$$.55 \text{ cfs} \times 448.8 \frac{\text{in}^3}{\text{ft}^3} \times 60 \frac{\text{min}}{\text{hr}} \times 24 \frac{\text{hr}}{\text{day}} \times 183 \text{ day} \div 325900 \frac{\text{in}^3}{\text{AF}} = 199.6 \text{ AF/year}$$
$$4.0 \text{ AF/A} \times 48 \text{ A.} = 192 \text{ AF/year}$$

SYSTEM DESCRIPTION:

Berkeley pump PTO driven out of creek. 8" main line to fields. 3 lines of sprinklers in operation.

REMARKS:

Single PTO pump is moved to three different P.D.'s to irrigate three fields.

Examiner's Signature William H. MacAllister III Date 6/14/77

Checked by PLS Date 6-20-77

Approved by _____ Date _____

June 2 Exam Afternoon

Berkeley pump

PTO driven

4" line into creek



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.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 2, 2005

MICHAEL AND TAMI PERRY
1195 S CRANE RD
MIDVALE ID 83645

RE: Snake River Basin Adjudication (SRBA)
Incomplete Notice of Change in Water Right Ownership
Notices of Claim to a Water Right #67-7130 and 67-7333
And Decree #67-10655

Dear Mr. and Mrs. Perry:

We are returning the Notice of Change in Water Right Ownership you submitted for your property in Washington County. As Item #2 states, we require proof of conveyance (2.B) and a map (2.C.).

If you have any questions, please call me at 208/287-4922.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sally', is written above the printed name.

Sally Sherman
Technical Records Specialist
Adjudication Technical Section

SS:region
Enclosure:

Incomplete Notice of Change in Water Right Ownership

SCANNED
NOV - 2 2005

EXHIBIT A

IN WASHINGTON COUNTY IDAHO:

TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN

SECTION 34: SE1/4

TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN

SECTION 2: NW1/4;

All that portion of the NW1/4SW1/4 lying northerly of a County road known as Big Flat Road and westerly of an existing road known as Land Road;

SECTION 3: N1/2NE1/4;

All of the SE1/4NE1/4 and the NE1/4SE1/4 lying northerly of a County Road known as Big Flat Road;

SAVE AND EXCEPT the following described parcel of land;

Beginning at the northwest corner of the SE1/4NE1/4 of Section 3, T.11N., R.2W., B.M.;

Thence South along the West line of said SE1/4NE1/4 to the point of intersection of a County Road known as South Crane Road and a County Road known as Big Flat Road;

Thence northeasterly, along the easterly right-of-way line of Said South Crane Road, to a point 50 feet East of the West line of said SE1/4NE1/4, which point is the TRUE POINT OF BEGINNING;

Thence South, parallel to the West line of said SE1/4NE1/4, a distance of 233 feet more or less, to a point on the northerly right-of-way line of said Big Flat Road;

~~Thence northwesterly, along northerly right-of-way line of said Big Flat Road and northerly and easterly along the easterly right-of-way line of said South Crane Road, to True Point Of Beginning.~~

SUBJECT TO the right-of-way of existing roadways

SCANNED

FEB 12 2008

09/08/2006

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

RIGHT NUMBER: 67-7130

NAME AND ADDRESS: TAMI J PERRY
1195 S CRANE RD
MIDVALE ID 83645

MICHAEL C PERRY
1195 S CRANE RD
MIDVALE ID 83645

SOURCE: SOUTH CRANE CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.370 CFS
108.000 AFY

PRIORITY DATE: 03/05/1973

POINT OF DIVERSION:

T11N R02W S3 SENE Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	05/01 10/31	0.370 CFS 108.00 AFY

The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before May 1 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within WASHINGTON County

T11N R02W S02	SWNW	2.00	T11N R02W S03	SENE	24.00
T11N R02W S03	NESE	1.00			

27 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License



Idaho Department of Water Resources

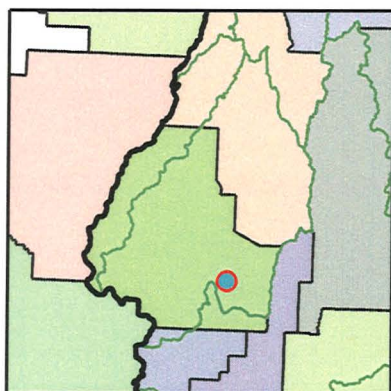
SRBA Recommendation:

67-7130

(Irrigation)

Legend

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



Washington County
IDWR Basin 67



0 0.1 0.2 Miles



Prepared by D. Favreau
On Friday, September 8, 2006
1987/88 Aerial Photography

COPY**RECEIVED****FEB 11 2008**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT 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): 67-7333, 67-7130, 67-10659
 Adjudication Claim No(s): COPY sent to adjudication
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
- D. L. Evans Bank
P.O. Box 87
Twin Falls, ID 83303
4. Name of Water Right Owner/Claimant(s) Michael C. Perry and Tami J. Perry
5. Expiration Date of Notification Period 12/10/2017
6. Is this a Renewal of Request for Notification? ☒ YES ☐ NO
7. Signature(s) (and title if applicable) [Signature]
Loan Assistant

For Office Use Only

Received by	Date	Fee
Received by <u>OW</u>	Date <u>2/11/08</u>	75.00
Processed by	Date	Receipt No. <u>0085917</u>
		WR _____ Date _____

*OK to Change C. Section**2-13-08**Refunded \$50 2-13-08***SCANNED****FEB 12 2008**



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

February 14, 2008

D L EVANS BANK
PO BOX 87
TWIN FALLS ID 83303

RE: Snake River Basin Adjudication (SRBA)
Notice of Security Interest in a Water Right
Notices of Claim #67-7130 and 67-7333
Michael and Tami Perry

There is no charge for security interest processing of claims still pending in the SRBA. The refund process has been initiated with the State Auditor's Office for the \$50.00 fee you paid on receipt #C085917. You should receive a check in the near future.

For future reference, you can determine if a water right claim has been decreed by checking the SRBA Court's site at www.srba.state.id.us. Scroll to IWATRS Reports, then scroll down to Display a Subcase Summary Sheet, enter the adjudication claim number (xx-xxxxx). This will tell you if and when a partial decree was issued. If it HAS been decreed, there is a \$25.00 security interest fee due with each water right. If it has NOT been reported or decreed yet, and is therefore still pending in the SRBA, there is no fee due.

Sincerely,

Carter L. Fritschle
Section Manager
Adjudication Bureau

CLF:ss:region:ref

SCANNED

FEB 14 2008

REFUND REQUEST

TO: S. Sherman to Log In
 FOR: C. Fritschle/D. Allen
 FROM: S. Sherman Date: 2-14-08
 SUBJ: Receipt No. C085911 (Please attach ARQ2 Receipt copy immediately behind blue form)

RE: PayOR D.C. Evans Bank
 Address P.O. Box 87
Twin Falls ID 83303

Claimant(s) if NOT Payor Michael & Tami Perry
 Refund Amount \$ 50.- Claim Location (Region/Claimant)
 Extension Filed? Y/N (NA) Copy Attached? Y/N (NA)
 Late Fees Paid? Y/N (NA) Late Fee Receipt # —
 S.O. Verified Ext. by — on — D.B. Query by —
 Refund Generated By (☒ Agent () Claimant
 Refund Category:
 insufficient fees / claim incomplete / withdrawn (o-pmt)

Date of Last Correspondence (copy attached) n/a

Claim No.	Use*	Fees Paid	Correct Fee	Rec't #
<u>67-7333</u>	<u>sl</u>	<u>\$25.</u>	<u>0</u>	<u>C085911</u>
<u>67-7130</u>	<u>sl</u>	<u>\$25.</u>	<u>0</u>	<u>"</u>
		\$		
		\$		
		\$		
Total		\$	\$	

*Incomplete claims or insufficient fees for irrigation use will generally NOT be refunded. D.E. claim in AJSP1 at minimum.

Detailed Reason(s) for Refund Attached Y/☒N
Claims not decreed yet.

Region AJ Spvsr. Approval — S.O. AJ Spvsr. Approval CS
 C. Fritschle Approval C. Fritschle Hold — To Fiscal 2-15-08
 Logged 2-14-08
 Data Base Modified? Y/N (NA) A &/or R Records By — on —

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 67-7130
Date Received: 10/6/1989
Receipt No: W006173
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

TAMI J PERRY Phone: (208)355-1697

1195 S CRANE RD
MIDVALE ID USA 83645

MICHAEL C PERRY Phone: (208)355-1697

1195 S CRANE RD
MIDVALE ID USA 83645

2. Date of Priority: 03/05/1973

3. Source: SOUTH CRANE CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
11N	02W	3	SE NE	WASHINGTON	

5. Description of diverting works:

PUMP AND PIPELINES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	5/01	10/31	0.55	160

7. Total Quantity Appropriated is:
0.55 C.F.S. and/or 160 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11N	02W	2	SW	NW	IRRIGATION	3.2
					Section Acres	3.2
11N	02W	3	SE	NE	IRRIGATION	22
			NE	SE	IRRIGATION	2.2
					Section Acres	24.2
					Total Acres	27.4

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: License

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: A67-07130
Date Received: 10/06/1989
Receipt No: W006173
Received By: DE JAH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CRAIG HEREFORD RANCH INC. 208-355-2405
Address: 1525 SOUTH CRANE RD.
MIDVALE, ID 83645
2. Date of Priority: MAR 05, 1973
3. Source: SOUTH FORK CRANE CREEK Trib. to: WEISER RIVER
4. Point of Diversion:
Township Range Section 1/4 of 1/4 of 1/4 Lot County
11N 02W 3 SE NE WASHINGTON
5. Description of diverting works:
PUMP AND PIPELINES.
6. Water is used for the following purposes:
Purpose From To C.F.S (or) A.F.A.
IRRIGATION 05/01 10/31 0.550 160.00
7. Total Quantity Appropriated is:
0.550 C.F.S. (and/or) 160.00 A.F.A.
8. Total consumptive use is 1.6 Acre Feet Per Annum.
9. Non-irrigation uses:
10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
11N	02W	2	SW	NW		IRR	3.2
						Section Acres	3.2
		3	SE	NE		IRR	22.0

A67-07130

Page 1

Date: 10/06/89

SCANNED
MAY 10 2004

MICROFILMED
OCT 02 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11N	02W	3	NE SE		IRR	2.2
Section Acres						24.2
Total Acres						27.4

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:

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____

Hay shed

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

A67-07130

Date Received

10-06-89

Receipt Number

W006173

AP

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Craig's Hereford Ranch ^{inc.} Phone (208) 355-2405Mailing Address 1525 South Crane Rd., Midvale Idaho Zip 836452. Date of Priority (Only one (1) per claim) MARCH 5, 19733. Source of water supply (a) SOUTH FORK CRANE CREEK
which is tributary to (b) WEISER RIVER4. a. Location of existing point of diversion is: Township 11N Range 2W Section 3,
SE 1/4 of NE 1/4 of sec 3 1/4, Govt. Lot, 2W B.M., County of Washington

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. PUMP & PIPELINES

MICROFILMED

OCT 02 1992

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 67-7130
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

Signature of Claimant (s) _____ Date _____
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of CRAIG'S HEREFORD RANCH INC. that I have signed the foregoing
Organization
document in the space below as _____ of CRAIG'S HEREFORD RANCH
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [Signature]
Title and Organization Sec/tre Craig's Hereford Ranch Inc. Date 10/6/89

State of Idaho/or _____)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 6th day of October 19 89

SEAL

Notary Public [Signature]

Residing at [Signature]

My Commission Expires 2/20/94

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name CRAIG'S HEREFORD RANCH Ident. Number _____

MICROFILMED
Copies White-State, Yellow-Claimant

OCT 02 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from MAY 1 to OCT 31 amount 0.55 or 160

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.55 (cfs) and/or (b) 160 (acre feet)

8. Total consumptive use claimed is 1.6 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
11N	2W	3				22									22				22
11N	2W	2							3.2										3.2

Total number of acres irrigated 27.4

11. In which county (ies) are lands listed above as place of use located? WASHINGTON

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None ()

14. Remarks:

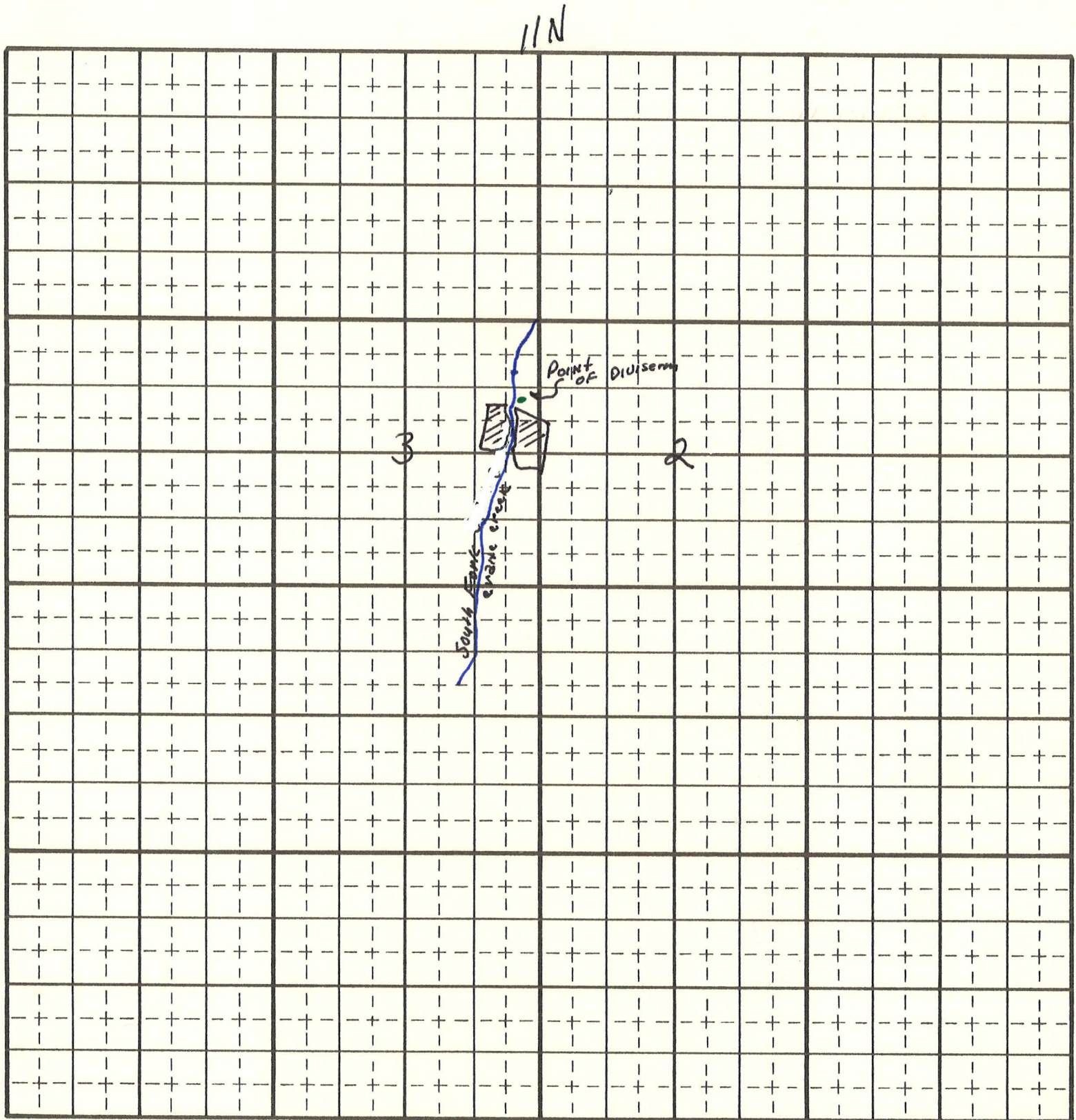
Last Name CRAIG HEREFORD RANCH Ident No. A67-07130

MICROFILMED
Copies: White State, Yellow Claimant

OCT 02 1992

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

Scale: 2 inches equals 1 mile



Last Name Craig's Henderson Ranch 11N. Ident No. A67-07130

Copies: White-State, Yellow-Claimant

MICROFILMED
OCT 02 1992

A67-07130

C-50
(C-49)

A 26

F 149

E 20

2

D 7.7

34 35
3 2

A 355

NE 1/4

SE 1/4

3.2

0

F 2

13.2

1

6

14.2

2

3

Q-20

NE 1/4

H 44.7

S 1/4

E 17.1

E 19.1

F 18.8

G 12.0

3 2
10 11

H 35

G 5.8

I 18.0

MICROFILMED

OCT 02 1992



MICROFILMED

12971

RECORDATION REQUESTED BY:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

SEND TAX NOTICES TO:

Michael C. Perry
Tami J. Perry
1195 South Crane
Midvale, ID 83645

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.

Submitted by: **AmeriTitle**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$200,333.00.

THIS MORTGAGE dated December 12, 2007, is made and executed between Michael C. Perry and Tami J. Perry; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 1310 12th Ave. Rd., Nampa, ID 83686 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Washington County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 67-7333 WITH A CLAIMED PRIORITY OF MAY 31, 1977 TO 1 CFS OF THE WATERS OF TENNISON CREEK A TRIBUTARY OF THE SOUTH CRANE CREEK, AND WATER RIGHT NO. 67-7130 WITH A CLAIMED PRIORITY OF MARCH 5, 1973 TO 0.37CFS OF THE WATERS OF SOUTH CRANE CREEK A TRIBUTARY OF WEISER RIVER, AND WATER RIGHT NO. 67-10659 WITH A CLAIMED PRIORITY OF AUGUST 1, 1925 TO 0.13 CFS OF SPRING WATER A TRIBUTARY OF SINKS, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The Real Property or its address is commonly known as 1195 South Crane Road, Midvale, ID 83645.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

MCP

**MORTGAGE
(Continued)**

Loan No: 2712100404

Page 2

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 1000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

McP

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and

Mer

Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Canyon County, State of Idaho.

MCP

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Michael C. Perry and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Michael C. Perry and Tami J. Perry.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated December 12, 2007, in the original principal amount of \$200,333.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is December 10, 2012. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

McP

GRANTOR:

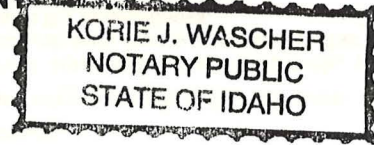
x Michael C. Perry
Michael C. Perry

x Tami J. Perry
Tami J. Perry

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Canyon



On this 14th day of December, in the year 2007, before me Korie J. Wascher, a notary public in and for the State of Idaho, personally appeared Michael C. Perry and Tami J. Perry, husband and wife, known or identified to me (or proved to me on the oath of Korie J. Wascher), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Korie J. Wascher
Notary Public for Idaho

Residing at Nampa, Id.

My commission expires 4/4/11

12971

RECORDATION REQUESTED BY:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

WHEN RECORDED MAIL TO:

D. L. Evans Bank
Nampa Branch
1310 12th Ave. Rd.
Nampa, ID 83686

SEND TAX NOTICES TO:

Michael C. Perry
Tami J. Perry
1195 South Crane
Midvale, ID 83645

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$200,333.00.

THIS MORTGAGE dated December 12, 2007, is made and executed between Michael C. Perry and Tami J. Perry; husband and wife (referred to below as "Grantor") and D. L. Evans Bank, whose address is 1310 12th Ave. Rd., Nampa, ID 83686 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Washington County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 67-7333 WITH A CLAIMED PRIORITY OF MAY 31, 1977 TO 1 CFS OF THE WATERS OF TENNISON CREEK A TRIBUTARY OF THE SOUTH CRANE CREEK, AND WATER RIGHT NO. 67-7130 WITH A CLAIMED PRIORITY OF MARCH 5, 1973 TO 0.37CFS OF THE WATERS OF SOUTH CRANE CREEK A TRIBUTARY OF WEISER RIVER, AND WATER RIGHT NO. 67-10659 WITH A CLAIMED PRIORITY OF AUGUST 1, 1925 TO 0.13 CFS OF SPRING WATER A TRIBUTARY OF SINKS, TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

The Real Property or its address is commonly known as 1195 South Crane Road, Midvale, ID 83645.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.