

04/24/2006

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

RIGHT NUMBER: 67-10899

NAME AND ADDRESS: LLOYD ROBERTS
1648 COVE RD
WEISER ID 83672

SOURCE: WEISER RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 3.900 CFS

PRIORITY DATE: 09/26/1952

POINT OF DIVERSION:

T10N R05W S2 NWSWE Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	3.900 CFS

PLACE OF USE: IRRIGATION Within WASHINGTON County

T10N R05W S02	SESW	39.00	T10N R05W S02	SWSE	23.00
T10N R05W S11	NWNE	40.00	T10N R05W S11	SWNE	40.00
T10N R05W S11	SENE	17.00	T10N R05W S11	NENW	40.00
T10N R05W S11	SENW	40.00	T10N R05W S11	NESW	5.00
T10N R05W S11	NESE	6.70	T10N R05W S11	NWSE	6.30

257 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



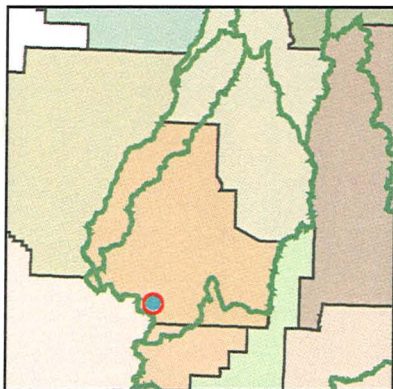
Idaho Department of Water Resources

SRBA Recommendation:

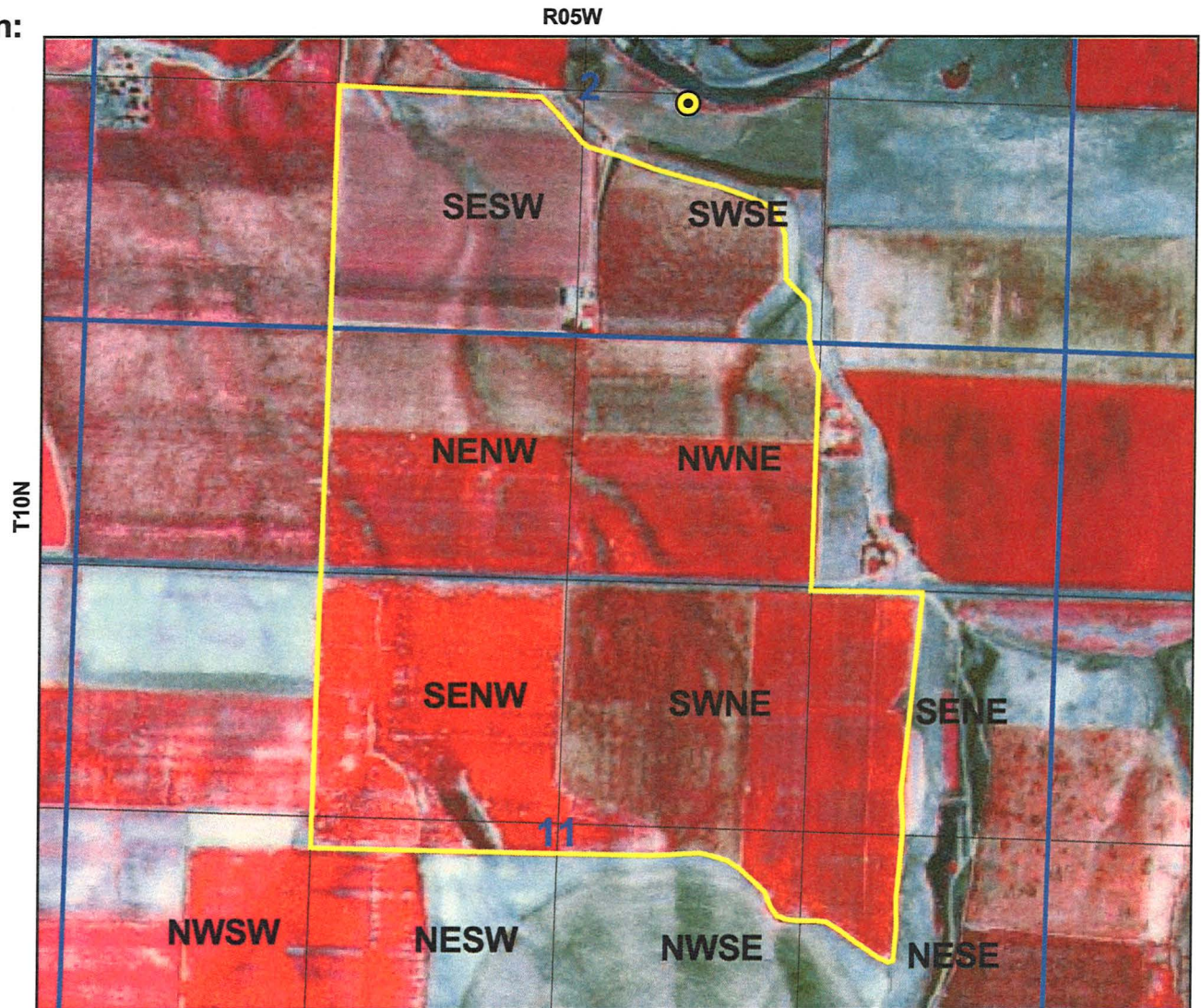
67-10899

Legend

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



Washington County
IDWR Basin 67



0 0.4 0.8 Miles

Prepared by C. Saxton
On Monday, April 24, 2006
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10899 V1

WATER RIGHT NUMBER: 67-10899 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LLOYD ROBERTS 1648 COVE RD WEISER, ID 83672 (208)549-1961
Security Interest	MC FINNEY AGRI FINANCE LLC PO BOX 1598 TWIN FALLS, ID 83303-1598

Priority Date: 09/26/1952

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
WEISER RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	3.900 CFS	
	<u>Total Diversion:</u>	3.900 CFS	

Location of Point(s) of Diversion

WEISER RIVER	NW1/4SW1/4SE1/4	Sec. 2,	Twp 10N,	Rge 05W, B.M.
WASHINGTON County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	05W	2												39.0				23.0	62.0
10N	05W	11		40.0	40.0	17.0	40.0			40.0	5.0				6.7	6.3			195.0

Total Acres: 257

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10899 V1

Comments:

1. csaxton 4/24/2006 Field Exam

Comment: Field Exam conducted by Monica Van Bussum on 4-20-06.

2. csaxton 4/24/2006 POU

Comment: Irrigation recommended in QQs not claimed. The recommended POU is owned by the claimant and clearly a part of the main irrigated field.

3. csaxton 4/24/2006 Diversion Rate

Comment: Claimant did not claim 1 inch per acre. Unknown why not, but it fits with the theoretical diversion rate calculations.

4. csaxton 4/24/2006 Priority Date

Comment: The majority of this claim claims a POU that was licensed under 67-2204. The POD described is also the same as the licensed POD under 67-2204. And the claimant claimed a priority date with the same year that was licensed under 67-2204. However the claimant did file the claim based on beneficial use. The licensing FE was done on 9-25-1952. When Monica Van Bussum conducted the field exam she spoke with Jacque Wray. Jacque told Monica that her husband had knowledge of the property in 1951 and would write an affidavit to such. With this information, recommend priority date as one day after the licensing FE. The short story is that I think this claim should be based on license 67-2204, but since there is some POU that was not licensed, I can only assume that this was why the claimants filed the claim on b-use.

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>
Contacts	4/24/2006 1:21:23 PM	csaxton			Active
Priority Date	4/24/2006 1:23:09 PM	csaxton			Active
POD	4/24/2006 1:23:33 PM	csaxton			Active
Source	4/24/2006 1:25:58 PM	csaxton			Active
POU	4/24/2006 1:26:16 PM	csaxton			Active
Use	4/24/2006 1:28:37 PM	csaxton			Active
Season	4/24/2006 1:28:53 PM	csaxton			Active
Quantity	4/24/2006 1:37:25 PM	csaxton			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10899 V1

Summary

04/24/2006

csaxton

Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Contacts	4/24/2006 1:21:23 PM	csaxton	(No) 1. Do you want to schedule an appointment? Comment for 1: Field Exam conducted by Monica Van Bussum on 4-20-06.
POD	4/24/2006 1:24:26 PM	csaxton	Updated shape
POU	4/24/2006 1:27:18 PM	csaxton	Updated PLS for Active POU
POU	4/24/2006 1:27:01 PM	csaxton	Updated shape for Active POU
Quantity	4/24/2006 1:37:25 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is the basis of claim a posted notice? (Yes) 7. Is a flow measurement required? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (Yes) 12. Is a Quantity remark or condition required? Description for Question 7 - Theoretical calculation based on pump information.
General	4/24/2006 1:23:09 PM	csaxton	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (No) 7. Is the basis of claim a Application or Permit? (No) 8. Is the basis of claim a posted notice? (No) 9. Is the Priority Date of this water use after the date a permit is required for the source and the water use? (Yes) 12. Does the claim file contain sufficient evidence of Priority Date? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required? Description for Question 12/13 - Affidavit from Jacque Wray.
POD	4/24/2006 1:23:33 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10899 V1

Summary	4/24/2006 3:14:35 PM	csaxton	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (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?
POD	4/24/2006 1:25:35 PM	csaxton	Updated PLS
Source	4/24/2006 1:25:58 PM	csaxton	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim an Application or Permit? (No) 6. Is the basis of claim a Posted Notice? (No) 7. Is there evidence that there has been a change in the source? (Yes) 10. Does the file contain all the necessary information to verify the source? (No) 11. Is a Source remark and/or condition required? Description for Question 10 - Field Exam conducted by Monica Van Bussum on 4-20-06.
POU	4/24/2006 1:26:16 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 13 - Field Exam conducted by Monica Van Bussum on 4-20-06.
Use	4/24/2006 1:28:37 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Purpose of Use? (Yes) 11. Does the file contain all the necessary information to verify the Water Use? (No) 13. Is a Purpose of Use remark and/or condition required? Description for Question 10,11,12 - Field Exam conducted by Monica Van Bussum on 4-20-06.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-10899 V1

Season	4/24/2006 1:28:53 PM	csaxton	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (Yes) 18. Is a Period of Use remark and/or condition required?
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Water Supply Bank:

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	LLOYD ROBERTS	1648 COVE RD	WEISER	ID	83672	(208)549-1961

Date of Field Exam: 4-20-06 Time: 10am

Accompanied By: Lloyd Phone Number: cell 550-2998
home 549-1961

Relationship to Claimant: claimant

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

Good. Tax lot data matches claimant name

Reviewer: MVB

Date: 4-20-06

Priority Date Data Entry Form

Claim Number 67-10899

Claimed Priority Date: 12/31/1951

Claimed Basis: Beneficial Use

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

Water Right Priority Date:

Water Right Basis:

Recommended Priority Date Recommended Basis

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

affidavit (not notarized, but witnessed by me) from Jacque Wray goes to 1967

Lloyd will get a ~~notarized~~ affidavit from Jon Wray, Jacque's husband, who worked on the property in 1951.

Reviewer: MVBDate: 4-20-06

AFFIDAVIT

STATE OF IDAHO)
 : ss.
COUNTY OF WASHINGTON)

COMES NOW, JON WRAY, under oath, deposes and states as follows:

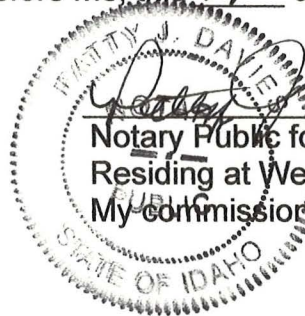
That I have been familiar with the property now owned by Lloyd Roberts since the early 1950's. I was employed further out in the Cove starting prior to 1957 and ending in late 1990's. I am familiar with the development of Systems 3 and 4, can recall it's installation, and know it has been used continuously since 1951.

Dated this 21 day of April, 2006.

Jon Wray
Jon Wray

SUBSCRIBED AND SWORN to before me, this 21st day of April, 2006.

Dorothy J. Davie
Notary Public for Idaho
Residing at Weiser, Idaho
My commission expires 10-15-11



SCANNED

MAY 01 2006

AFFIDAVIT

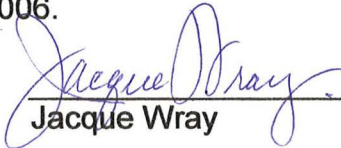
STATE OF IDAHO)
 : ss.
COUNTY OF WASHINGTON)

COMES NOW, JACQUE WRAY, under oath, depose and state as follows:

That I have been familiar with Lloyd Roberts since prior to 1960 and have been associated with Lloyd's property and water usage since 1967. That I have personal knowledge of his irrigation system and that it has been in continuous use since to 1951 when the current system was installed.

From 1972 to 1982, I lived east of the Robert's property. On many occasions coming to and from town, I would be hit with water from the sprinklers. On one occasion I turned them in to the Washington County Commissioners and asked that they write letters notifying water users that it was illegal to allow irrigation water on the county roads. ,

Dated this 20 day of April, 2006.


Jacque Wray

SUBSCRIBED AND SWORN to before me, this 20 day of April, 2006.


Monica Van Bussum, IDWR

Point of Diversion and Source Data Entry Form

Claim Number 67-10899

Claimed Point of Diversion and Source

T10N R05W S2 NESWSE Within WASHINGTON County Source: WEISER RIVER SNAKE RIVER

☐ Use Claimed POD and Source as Recommended POD and Source

Water Right Point of Diversion and Source

Recommended Point of Diversion and Source

Source Information

Source

Tributary To

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source

Other rights from this POD? _____

Document how the POD and Source were verified:

pre-tagged A0008995 - 2268355 1451535
 Lloyd bought stations #3 #4 of Just
 Right Farms. Stations #3 #4 are
 same GPS pt/tag #.

#3) 2 pumps (pumphouse) - 50ft lift
 75hp - both Cornell

all
Cornell
pumps.

#4) 1 pump - 50ft lift w/ 2nd lift station
 75hp 60hp.
 another 20ft lift

Reviewer: MVB

Date: 4-20-06

67-10899

Field Exam

4-20-06



POD. Picture taken by Monica Van Bussum. This shows POD for systems 3 and 4.

67-10899

Field Exam

4-20-06



POD. Picture taken by Monica Van Bussum. This shows POD for systems 3 and 4.

THEORETICAL HORSEPOWER EQUATION WORKSHEET (cjh 1/92)

Water Right No.: 67-10899
 Examiner: Craig L. Saxton
 Date of Field Exam: 4/21/2006

P/D No.:	A0008995	Option 2	Option 3
PUMP HORSEPOWER	75	75	0
BOOSTER HORSEPOWER	60	60	0
PUMPING LEVEL	70	70	0
DISCHARGE PRESSURE	30	60	0
		AVG	
RATE OF FLOW (cfs)	5.97	3.99	4.98 #DIV/0! #####

The above calculates the formula =

$$Q = \frac{8.8 * (\text{Efficiency}) * \text{hp}}{\text{depth to water} + 2.31 * (\text{psi}) + \text{friction}}$$

Assumptions: %70 efficiency.
 No Friction

Examiners Notes: Sprinklers were not in place so could not get a discharge pressure.
 75 hp pump with 50 ft of lift, then a second 60 hp booster pump lifting the water another 20 feet.
 Average pressure for sprinklers is from 30 to 60 psi. Theoretical calculations indicate that the system in place can divert the diversion rate claimed.

NOZZLE DIAMETER IN INCHES													
PSI	1/16	5/64	3/32	7/64	1/8	9/64	5/32	11/64	3/16	13/64	7/32	1/4	9/32
20	0.52	0.81	1.17	1.59	2.09	2.65	3.26	3.92	4.69	5.51	6.37	8.35	10.50
25	0.58	0.90	1.31	1.78	2.34	2.96	3.64	4.38	5.25	6.16	7.13	9.34	11.80
30	0.64	1.00	1.44	1.96	2.56	3.26	4.01	4.83	5.75	6.80	7.85	10.20	13.00
31	0.65	1.02	1.46	1.99	2.60	3.31	4.07	4.90	5.84	6.90	7.97	10.38	13.18
32	0.66	1.03	1.48	2.02	2.64	3.36	4.13	4.97	5.93	7.00	8.08	10.56	13.36
33	0.67	1.05	1.51	2.05	2.69	3.40	4.19	5.04	6.03	7.10	8.20	10.74	13.54
34	0.68	1.06	1.53	2.08	2.73	3.45	4.25	5.11	6.12	7.20	8.31	10.92	13.72
35	0.69	1.08	1.55	2.11	2.77	3.50	4.31	5.18	6.21	7.30	8.43	11.10	13.90
36	0.70	1.09	1.57	2.14	2.81	3.55	4.37	5.25	6.30	7.40	8.55	11.24	14.10
37	0.71	1.11	1.59	2.17	2.85	3.60	4.43	5.32	6.38	7.50	8.67	11.38	14.30
38	0.72	1.12	1.62	2.19	2.88	3.64	4.49	5.40	6.47	7.60	8.78	11.52	14.50
39	0.73	1.14	1.64	2.22	2.92	3.69	4.55	5.47	6.55	7.70	8.90	11.66	14.70
40	0.74	1.15	1.66	2.25	2.96	3.74	4.61	5.54	6.64	7.80	9.02	11.80	14.90
41	0.75	1.16	1.68	2.28	2.99	3.79	4.67	5.61	6.72	7.90	9.14	11.94	15.10
42	0.76	1.18	1.70	2.31	3.03	3.84	4.73	5.69	6.80	8.00	9.25	12.08	15.30
43	0.76	1.19	1.72	2.34	3.06	3.89	4.79	5.76	6.87	8.10	9.37	12.22	15.50
44	0.77	1.21	1.74	2.37	3.10	3.94	4.85	5.84	6.95	8.20	9.48	12.36	15.70
45	0.78	1.22	1.76	2.40	3.13	3.99	4.91	5.91	7.03	8.30	9.60	12.50	15.90
46	0.79	1.23	1.78	2.42	3.16	4.03	4.96	5.97	7.11	8.38	9.70	12.64	16.04
47	0.80	1.25	1.80	2.45	3.20	4.07	5.01	6.02	7.18	8.46	9.80	12.78	16.18
48	0.81	1.26	1.81	2.47	3.23	4.10	5.05	6.08	7.26	8.55	9.90	12.92	16.32
49	0.82	1.28	1.83	2.50	3.27	4.14	5.10	6.13	7.33	8.63	10.00	13.06	16.46
50	0.83	1.29	1.85	2.52	3.30	4.18	5.15	6.19	7.41	8.71	10.10	13.20	16.60
51	0.84	1.30	1.87	2.54	3.33	4.22	5.20	6.25	7.48	8.79	10.18	13.32	16.76
52	0.85	1.32	1.89	2.56	3.36	4.26	5.25	6.31	7.55	8.87	10.26	13.44	16.92
53	0.85	1.33	1.90	2.59	3.40	4.29	5.29	6.36	7.63	8.96	10.34	13.56	17.08
54	0.86	1.35	1.92	2.61	3.43	4.33	5.34	6.42	7.70	9.04	10.42	13.68	17.24
55	0.87	1.36	1.94	2.63	3.46	4.37	5.39	6.48	7.77	9.12	10.50	13.80	17.40
56	0.88	1.37	1.96	2.66	3.49	4.40	5.44	6.54	7.84	9.21	10.61	13.94	17.58
57	0.88	1.38	1.98	2.68	3.52	4.42	5.49	6.61	7.91	9.30	10.72	14.08	17.76
58	0.89	1.38	1.99	2.71	3.56	4.45	5.55	6.67	7.98	9.38	10.83	14.22	17.94
59	0.89	1.39	2.01	2.73	3.59	4.47	5.60	6.74	8.05	9.47	10.94	14.36	18.12
60	0.90	1.40	2.03	2.76	3.62	4.50	5.65	6.80	8.12	9.56	11.05	14.50	18.30
65	0.94	1.47	2.11	2.86	3.77	4.76	5.87	7.06	8.45	9.92	11.45	15.10	19.00
70	0.98	1.53	2.19	2.98	3.91	4.96	6.10	7.34	8.78	10.32	11.95	15.70	19.80
75	1.01	1.58	2.27	3.08	4.05	5.12	6.30	7.58	9.08	10.66	12.32	16.20	20.40
80	1.05	1.64	2.35	3.18	4.18	5.29	6.52	7.84	9.39	11.02	12.74	16.70	21.10
85	1.08	1.68	2.42	3.28	4.31	5.45	6.71	8.07	9.67	11.35	13.11	17.30	21.70
90	1.11	1.73	2.49	3.38	4.43	5.61	6.91	8.31	9.95	11.69	13.51	17.70	22.30
95	1.14	1.78	2.56	3.46	4.56	5.76	7.09	8.53	10.20	11.99	13.86	18.20	22.90
100	1.17	1.83	2.63	3.56	4.67	5.91	7.29	8.76	10.50	12.32	14.23	18.70	23.50

Place Of Use Data Entry Form

Claim Number 67-10899

Claimed Place Of Use

T10N R05W S02	SESW	40.0	T10N R05W S02	SWSE	28.0
T10N R05W S11	NWNE	40.0	T10N R05W S11	SWNE	40.0
T10N R05W S11	SENE	15.0	T10N R05W S11	NENW	40.0
T10N R05W S11	SENW	40.0	T10N R05W S11	NESE	7.0
T10N R05W S11	NWSE	7.0			

Total Acres 257

☐ Use Claimed POU as Recommended POU

Water Right Place Of Use

Recommended Place of Use

____ See corrections to claimed POU above

Tw	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres ____

Document how the POU was verified:

See layout attached for acres

I don't know of another claim for Lloyd, but, ~~from~~ during the FE he pointed out 3 parcels (2 30-ac & 1 20-ac) that he irrigates out of this system.

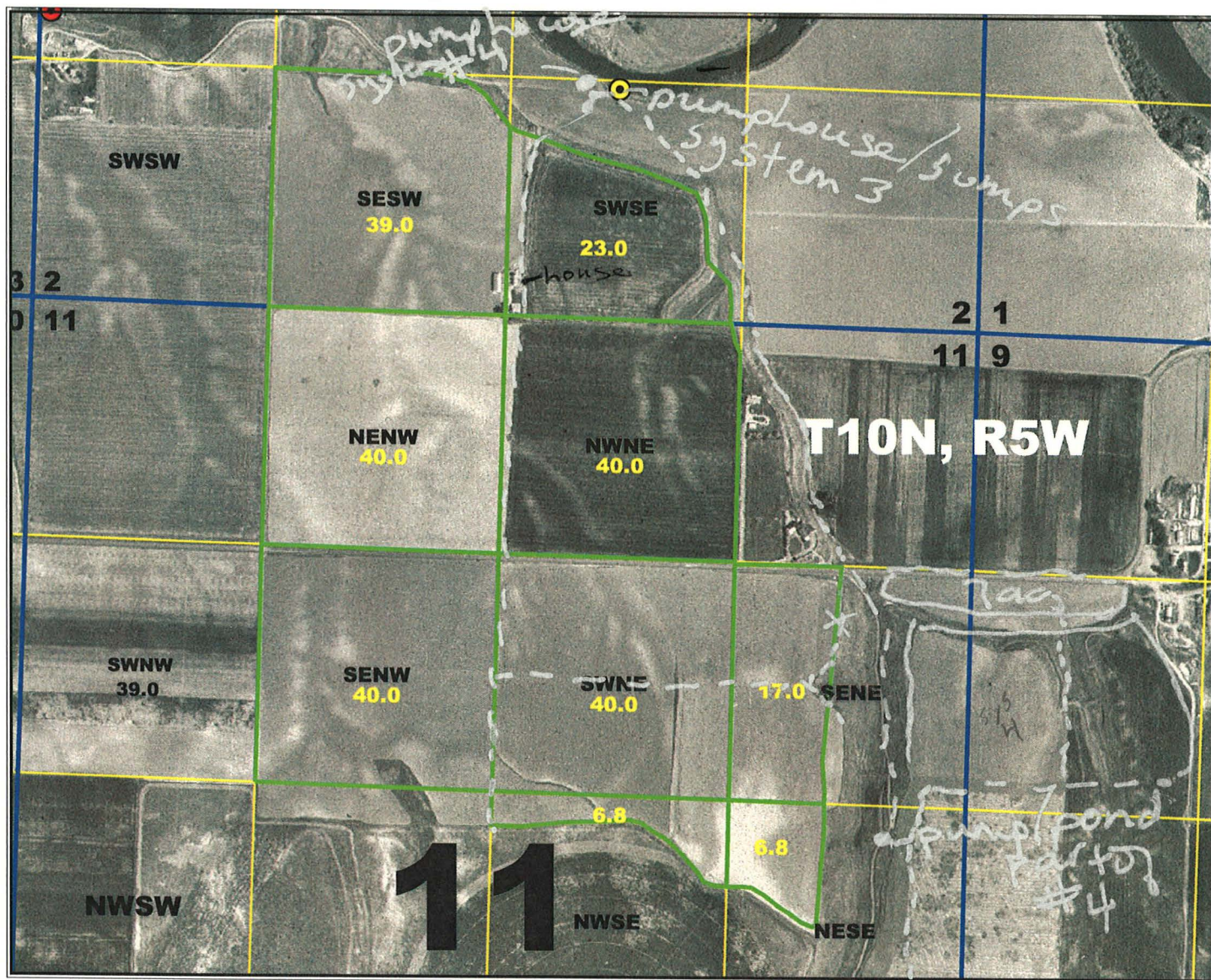
Reviewer: MVBDate: 4-20-06



State of Idaho

POU Claim Map 67-10899

Map Source: USGS DOQQ



○ Claimed Point of Diversion

□ Claimed Place of Use

▤ N/A

□ Tax Lot Data

□ Quarter Quarter Lines

□ Section Lines

Claimed Irrigated Acres: 257.0

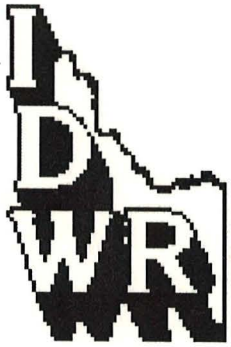
Initial Acres Found: 253.0

252.6



Prepared By: Craig L. Saxton

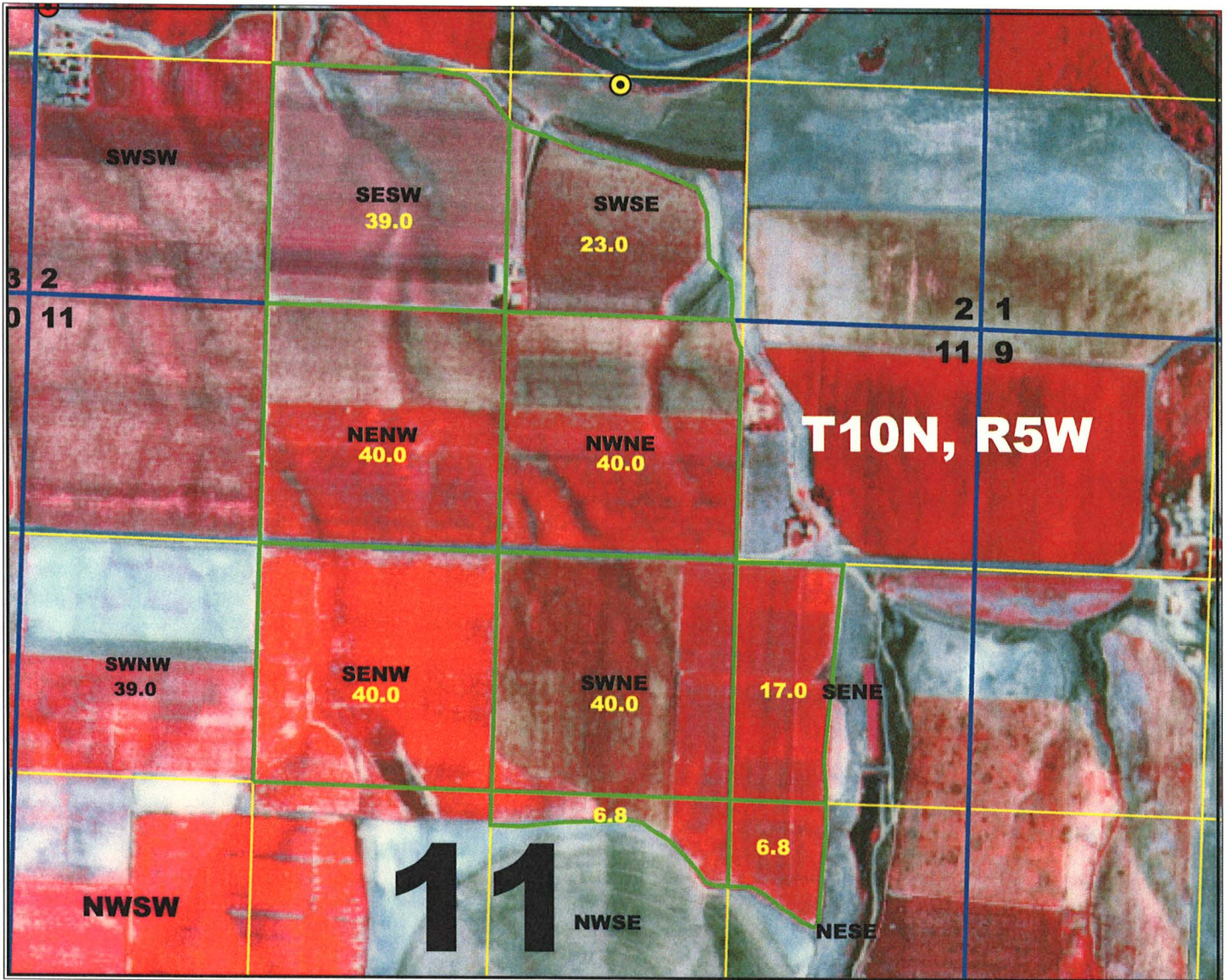
Date: April 2005



State of Idaho

POU Claim Map 67-10899

Map Source: USGS DOQQ



1320 0 1320 2640 Feet

● Claimed Point of Diversion

□ Claimed Place of Use

□ N/A

□ Tax Lot Data

□ Quarter Quarter Lines

□ Section Lines

Claimed Irrigated Acres: 257.0

Initial Acres Found: ~~253.0~~

252.6



Prepared By: Craig L. Saxton

Date: April 2005

Purpose of Use Data Entry Form

Claim Number 67-10899

Claimed Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

IRRIGATION

☒ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

Recommended Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

Number of Other

Irriigation				

Document how the Purpose of Use was verified:

Imagery & FE confirm irrigation

Reviewer: MVBDate: 4-20-06

Period of Use and Quantity Data Entry Form

Claim Number 67-10899

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	3/15	11/15	3.9	

Overall Diversion Rate 3.9

Overall Diversion Volume

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

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
-----------	-------	-----	------	--------

Overall Diversion Rate

Overall Diversion Volume

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

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

Recommend IDWR standard season.See POD information for quantity information.Reviewer: MVBDate: 4-20-06

MEMORANDUM

Date: April 15, 2005

To: Roger Meyer
Bosco Bosler

From: Craig L. Saxton

Subject: 67-2200, 67-2204, 67-02223, 67-4504, 67-4150, 67-10899, 67-11178, 67-14018, and 67-14020.

Claims: 67-2200, 67-2204, 67-4504, 67-14018, and 67-14020:

All of the above claim the same point of diversion. We need to know the capacity of that point of diversion. How much it will pump.

The story with this is that in 1950 during the licensing Field exam for license 67-2200, it was determined that the pump could divert 5.15 cfs. However, the sum of these 5 claims from that point of diversion is 8.36 cfs. We need to know if the pump can produce that much water. The place of use and priority date can all be verified using the information in the files.

All I need is the capacity of that point of diversion, GPS point and picture of the pump, and when (after 1950) that system was changed so they could pump 8.36 cfs. I am giving you the files anyway in case other questions come up.

Claim 67-04150:

This claim was brought to attention because it used to be owned by Winding Brook Corp and I thought if you were meeting with them anyway, they might be able to provide you with some information. Needs full field exam.

Claim 67-11178:

This claim was brought to this group because part of the claimed POU is the same as the licensed POU for 67-02200 and 67-02204. But ignore that for now and treat as separate right. This needs a full field exam.

Claim 67-10899:

This claim was brought to this group because part of the claimed POU is the same as the licensed POU for 67-02200 and 67-02204. But ignore that for now and treat as separate right. This needs a full field exam.

Claim 67-02223:

This claim is under Winding Brooks name, but it doesn't look like they own it anymore. I thought since you were meeting with Winding Brook, you could ask them about it. See notes in file.

4-14-05: Needs Evidence of Priority:

: Pon is Part of Licenses 67-02200 + 2204 but 46 acres was not. Treat as a beneficial use claim.

: POU needs Verified

: DOD needs Verified

: Measurement of diversion Rate needs to be established

: Other Claims:

- 67-10903 is Domestic Well and has been Partially Decreed By SRBA Court.
- 67-10913 claimed Priority date in violation of the mandatory permit Statute. Letter sent in 1995. No response From claimant. Will Be disallowed.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 21 2006

WATER RESOURCES
WESTERN REGION

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

RECEIVED

FEB 23 2006

DEPARTMENT OF
WATER RESOURCES

1. Water Right No(s): 67-10913; 67-10899
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
McFinney Agri-Finance, LLC
P.O. Box 1598
Twin Falls, ID 83303-1598
4. Name of Water Right Owner/Claimant(s) Lloyd Roberts
5. Expiration Date of Notification Period April 1, 2032
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) McFinney Agri-Finance, LLC
Lloyd Roberts Member

For Office Use Only

Received by LG Date 2-21-06 Fee 50-
 Receipted by LG Date 2-21-06 Receipt No. W033874
 Processed by JH Date 2-24-06 WR _____ Date _____

SCANNED

FEB 24 2006

0011649

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

This First Mortgage, Security Agreement and Assignment of Rents (the "Mortgage") is made as of this 15th day of February, 2006, by and among LLOYD E. ROBERTS and ADELIA KAY ROBERTS, husband and wife, and BIG ROCK CREEK GRAZING ASSOC., A LIMITED PARTNERSHIP (a/k/a Big Rock Creek Grazing Association, a Limited Partnership) (collectively, the "Mortgagor") and MCFINNEY AGRI-FINANCE, LLC, an Idaho limited liability company whose address is 409 Shoshone St. South, Suite 25, Twin Falls, Idaho 83301 (the "Mortgagee");

W I T N E S S E T H:

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

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

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

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

Instrument # 200252

WEISER, WASHINGTON, IDAHO

2006-02-15

02:51:00 No. of Pages: 34

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: MORTGAGE

Fee: 102.00

CCLM-001-002/First Mortgage, Security Agreement and
Assignment of Rents

Sharon Widner

SCANNED

FEB 24 2006

TOGETHER WITH any and all buildings, structures, fences, pipelines, pipes, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now located or hereafter erected thereon, including, but not limited to, the fixtures, attachments, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements");

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

TOGETHER WITH all rents, issues, profits, royalties and income derived from the Property and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same. Mortgagor will execute such assignments as Mortgagee may from time to time reasonably request, which shall include, but not be limited to, assignments of rents, issues and profits, in reasonable form acceptable to Mortgagee. Mortgagee shall pay the cost of recording any such assignments. Mortgagee is authorized to notify any or all lessees, tenants or occupants of all or part of said Property of the assignment of rents, issues or profits made hereunder or under any such special assignments. Mortgagee shall have no personal liability for the performance of Mortgagor's covenants under any of said leases or under the Partnership Agreement of the Big Rock Creek Grazing Assoc., A Limited Partnership (the "Partnership Agreement"). Mortgagee shall not be liable for the performance of Mortgagor's covenants under any of said leases or under the Partnership Agreement. Mortgagee shall not be liable to Mortgagor for any action taken or omitted in connection with any such leases or rentals or the operation of said Property or the operation of the partnership under the Partnership Agreement. Until the occurrence of a default as hereinafter provided, Mortgagor may use and occupy the Property and receive all rents, issues and profits thereof.

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

FOR THE PURPOSE OF SECURING:

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

payment of all debts and dues, public and private, at the time of payment, at the following address and with the following notations, or at such other place as may be designed in writing by the Mortgagee:

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

Mortgagee: McFinney Agri-Finance, LLC
Mortgagor: Llyod E. Roberts and Adelia Kay Roberts, husband and wife,
and Big Rock Creek Grazing Assoc., A Limited Partnership

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

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

ARTICLE I

COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees:

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

all other sums as provided in the Credit Documents, and the principal of, and interest on, any future advances secured by this Mortgage.

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

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

1.06 Insurance Proceeds. That after the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

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

Mortgaged Property or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in an amount, and the application or release by Mortgagee, of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

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

1.08 Indemnification; Subrogation; Waiver of Offset:

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

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

1.09 Taxes and Impositions.

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

- (c) Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section.
- 1.10 Power and Utilities. Mortgagor agrees to pay when due all power and utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property.
- 1.11 Actions by Mortgagee to Preserve Mortgaged Property. That should Mortgagor fail to make any payment or to do any act as and in the manner provided in any of the Credit Documents, Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may reasonably make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. Mortgagor shall, immediately upon demand therefore by Mortgagee, pay all reasonable costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.
- That in the event Mortgagee is called upon to pay any sums of money to protect this Mortgage and the Note secured hereby as aforesaid, all monies advanced or due hereunder shall become immediately due and payable, together with interest at a rate as is set forth in the Note for regular and default interest.
- 1.12 Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Mortgagor contained in the Mortgagor's loan application and any of the Credit Documents. All representations, warranties and covenants of Mortgagor contained therein shall survive the close of escrow and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.
- 1.13 Eminent Domain. That should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.
- (a) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and

Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

- (b) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. After applying the Proceeds to the restoration of the Mortgaged Property, the balance of such Proceeds, if any, shall be promptly paid to Mortgagor.

- 1.14 Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.
- 1.15 Successors and Assigns. That this Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Mortgagee" shall mean the owner and holder of the Note, whether or not named as Mortgagee herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 1.16 Inspections. That Mortgagee, or its agents, representatives or workmen, upon giving reasonable notice to Mortgagor, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Credit Documents.
- 1.17 Liens. To pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one and one-half (150%) of the amount of the claim, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge or

such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

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

ARTICLE II

SECURITY AGREEMENT

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

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

ARTICLE III

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

- 3.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the leases, royalties, subleases, franchises, rents, issues and profits arising out of, or in connection with, the Mortgaged Property (hereinafter collectively referred to as "rents"), and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, and apply the same to the indebtedness secured hereby; *provided, however*, that Mortgagor shall have the right to collect such rents (but not more than thirty days in advance) prior to or at any time there is not an event of default under any of the Credit Documents.
- 3.02 Collection Upon Default. Upon any event of default under any of the Credit Documents, Mortgagee may, at any time without notice, enter upon and take possession of the Mortgaged Property, or at any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.
- 3.03 Restriction on Further Assignments, etc. Except as herein specifically provided, Mortgagor will not, without prior written consent of the Mortgagee, assign the rents, or any part thereof, from the Mortgaged Property; and will not consent to the modification, cancellation or surrender of any lease or sublease covering the Mortgaged Property, or any part thereof. Any action of Mortgagor in violation of the terms of this Section shall be void as against Mortgagee in addition to being a default under this Mortgage.

ARTICLE IV

REMEDIES UPON DEFAULT

- 4.01 Event of Default. The occurrence of any one or more of the following events shall constitute a default hereunder:
- a) the occurrence of an Event of Default under the Note, including without limitation the sale, assignment, lease with the option of sale disposal or other transfer of the Mortgaged Property or any interest in the Mortgagor; or

- b) failure to observe or perform any covenant, agreement, condition, term or provision of this Mortgage or any other Credit Document (other than an Event of Default described in clause (a) above).

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

Lloyd E. Roberts and Adelia Kay Roberts
1648 Cove Road
Weiser, ID 83672

and

Lloyd E. Roberts and Adelia Kay Roberts
Big Rock Creek Grazing Assoc., A Limited Partnership
1648 Cove Road
Weiser, ID 83672

b) If to the Mortgagee, to it at the following address:

McFinney Agri-Finance, LLC
409 Shoshone St. South, Suite 25
P.O. Box 1598
Twin Falls, ID 83303-1598

- 5.03 Joint and Several Obligations; Heirs and Assigns. In the event the Mortgagor consists of more than one individual or entity, the covenants, agreements, conditions, provisions, representations, warranties or obligations of each hereunder or under any Credit Document shall be joint and several. This Mortgage and the other Credit Documents shall bind the heirs, personal representatives, successors and assigns of each of the Mortgagor; *provided, however*, that neither this Mortgage nor any other Credit Document be assigned without the express written consent of the Mortgagee.
- 5.04 Subsidy and Payment in Kind Compensation. Mortgagor shall not register the Property, or any portion thereof, with any federal, state or local government office for the purpose of obtaining subsidy or payment-in-kind compensation without first obtaining Mortgagee's prior consent. Mortgagor hereby grants to Mortgagee a security interest in any such subsidy or payment-in-kind compensation whether or not Mortgagee gives its consent to Mortgagor to register the Property, or any portion thereof, for such compensation. Mortgagor, upon the written request of Mortgagee, shall execute any documents necessary to further perfect Mortgagee's security interest in such compensation. Any such document is to be in form and substance acceptable to Mortgagee. Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute such documents in Mortgagor's name and behalf. Upon Mortgagee's request, Mortgagor shall deliver to Mortgagee any document

of title Mortgagee desires to hold to secure Mortgagee's interest in any such government compensation.

- 5.05 Habendum Clause. Upon payment in full of the indebtedness secured hereby and the performance by Mortgagor of all of the obligations imposed on Mortgagor herein and in the Note, these presents shall be null and void, and Mortgagee shall release this Mortgage and the lien hereof by proper instrument executed in recordable form.
- 5.06 Hazardous Substances. Mortgagor represents and warrants that to the best of its knowledge (1) the Property (including, without limitation, the subsurface soil and the ground water thereunder) does not contain any "hazardous or toxic substances" (as hereinafter defined); (2) Mortgagor has no knowledge of any generation, transportation, storage, treatment or disposal of any hazardous or toxic substances on the Property, or within one-half mile thereof, now or in the past; (3) Mortgagor is not aware of any pending or threatened litigation or proceedings before any court or administrative agency in which any person or entity alleges, or threatens to allege, the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous substance; (4) Mortgagor has not received any notice of and has no knowledge that any governmental authority or any employee or agent thereof has determined or alleged, or is investigating the possibility, that there is a presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, or disposal at the Property, of any hazardous or toxic substance; (5) to Mortgagor's knowledge, there have been no communications or agreements with any governmental authority or agency (federal, state or local) or any private person or entity (including, without limitation, any prior owner of the Property) relating in any way to the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property, of any hazardous or toxic substance.

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

- 5.07 Interest Rate Adjustments. The Note secured hereby expressly provides for interest rate adjustments as set forth therein.

- 5.08 Pledge of Partnership Interests. The Mortgagee shall have no obligations or responsibilities with respect to the Mortgagor's partnership interests under the Partnership Agreement pledged hereunder unless and until such time as the Mortgagee shall affirmatively foreclose on and take control of such partnership interests.

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

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

MORTGAGOR

Lloyd E. Roberts
LLOYD E. ROBERTS

Adelia Kay Roberts
ADELIA KAY ROBERTS

1648 Cove Road
Weiser, ID 83672

BIG ROCK CREEK GRAZING ASSOC., A LIMITED
PARTNERSHIP

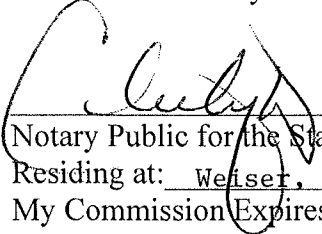
By: Lloyd E. Roberts
Name: Lloyd E. Roberts
Title: General Partner

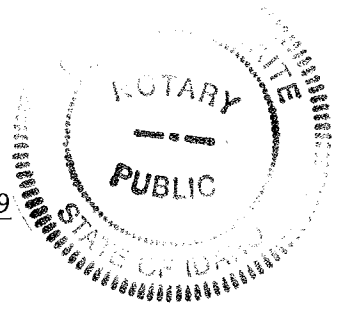
By: Adelia Kay Roberts
Name: Adelia Kay Roberts
Title: General Partner

1648 Cove Road
Weiser, ID 83672

STATE OF IDAHO)
 : SS.
 County of WASHINGTON)

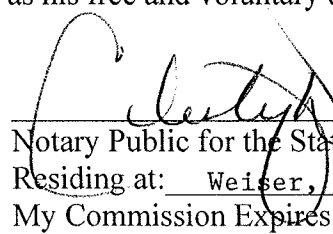
On this 15th day of February, in the year 2006, before me, a notary public for the State of Idaho, personally appeared LLOYD E. ROBERTS, known or identified to me to be the person listed above, and acknowledged to me on this day under oath, that, being informed of the contents of this document, he executed the same as his free and voluntary act and deed.

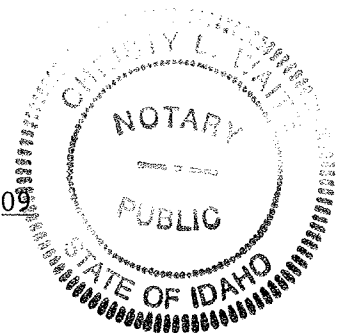

 Notary Public for the State of Idaho
 Residing at: Weiser, Idaho
 My Commission Expires: November 4, 2009



STATE OF IDAHO)
 : SS.
 County of WASHINGTON)

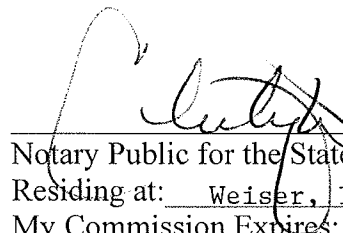
On this 15th day of February, in the year 2006, before me, a notary public for the State of Idaho, personally appeared ADELIA KAY ROBERTS, known or identified to me to be the person listed above, and acknowledged to me on this day under oath, that, being informed of the contents of this document, he executed the same as his free and voluntary act and deed.


 Notary Public for the State of Idaho
 Residing at: Weiser, Idaho
 My Commission Expires: November 4, 2009



STATE OF IDAHO)
 : SS.
 County of WASHINGTON)

On this 15th day of February, in the year 2006, before me, a notary public for the State of Idaho, personally appeared LLOYD E. ROBERTS and ADELIA KAY ROBERTS, known or identified to me to be the general partners of BIG ROCK CREEK GRAZING ASSOC., A LIMITED PARTNERSHIP, and acknowledged to me on this day under oath, that, being informed of the contents of this document, they each executed the same on behalf of such partnership as their free and voluntary act and deed.


 Notary Public for the State of Idaho
 Residing at: Weiser, Idaho
 My Commission Expires: November 4, 2009

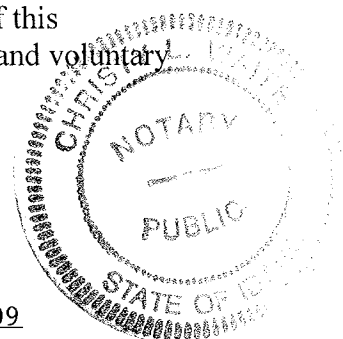


Exhibit A**PARCEL I:**

IN TOWNSHIP 12 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 19: SE1/4SE1/4;
 Section 20: SW1/4 EXCEPTING THEREFROM the N1/2N1/2NW1/4SW1/4 and N1/2S1/2N1/2NW1/4SW1/4 lying westerly of the County Road;
 Section 29: W1/2NE1/4, W1/2, SE1/4;
 Section 30: E1/2E1/2;
 Section 31: E1/2NE1/4;
 Section 32: NW1/4;

IN TOWNSHIP 10 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 2: SE1/4SW1/4, SW1/4SE1/4;
 Section 11: NW1/4NE1/4, NE1/4NW1/4;

AND

Beginning at the northwest corner of the SE1/4NE1/4 of Section 11 Township 10 North, Range 5 West of the Boise Meridian; thence East 603 feet; thence South 4° West to the center of the Middle Lateral of the Washington County Irrigation Ditch; thence in a northwesterly direction along the center of said Lateral to a point 190 feet south and 400 feet east of the Northwest corner of the NW1/4SE1/4 of said Sec. 11; thence West to a point on the West line of and 190 feet south of the northwest corner of the NE1/4SW1/4 of said Sec. 11; thence north to the northwest corner of the SE1/4NW1/4 of said Sec. 11; thence East to the point and place of beginning.

PARCEL II:

IN TOWNSHIP 10 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 11: SE1/4NE1/4 and that part of the E1/2SE1/4 lying East of Middle Lateral of Washington County Irrigation Ditch; EXCEPTING THEREFROM a tract of land described as follows: Beginning at the Northwest corner of the SE1/4NE1/4 of said Sec. 11; thence East 603 feet; thence S 4° West to the center of the Middle Lateral of Washington County Irrigation Ditch; thence in a northwesterly direction, down and along said ditch to its point of intersection with the West line of the NE1/4SE1/4 of said Sec. 11; thence North to the place of beginning;

- Section 12: SW1/4NW1/4, W1/2SW1/4; EXCEPTING THEREFROM the following:
Beginning at the northeast corner of said SW1/4NW1/4; thence West along the County Road 230 feet; thence South 200 feet; thence Southeasterly to a point on the subdivision line 380 feet south of the point of beginning; thence North 380 feet to the point of beginning;
- Section 14: That part of the NE1/4NE1/4 described as follows: Beginning at the northeast corner of said NE1/4NE1/4; thence South 660 feet; thence West 500 feet, more or less, parallel to the north line of said subdivision, to the bottom of a draw; thence northwesterly along said draw 780 feet, more or less, to the north line of said subdivision; thence East to the place of beginning.

PARCEL III:

Township 13 North, Range 5 West of the Boise Meridian, Washington County, Idaho:

- Section 18: Lot 4;
Section 19: Lot 1;
Section 30: Lot 1.

Township 13 North, Range 6 West of the Boise Meridian, Washington County, Idaho:

- Section 2: SW1/4SW1/4;
Section 9: SE1/4;
Section 10: NE1/4, SE1/4NW1/4, S1/2;
Section 11: SE1/4NE1/4, NW1/4NW1/4, S1/2NW1/4, S1/2;
Section 12: SW1/4NE1/4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4, NW1/4SE1/4;
Section 13: W1/2, S1/2SE1/4;
Section 14: E1/2, NW1/4NW1/4;
Section 15: N1/2NE1/4, W1/2, W1/2SE1/4;
Section 19: NE1/4SE1/4, S1/2SE1/4;
Section 20: SW1/4NE1/4, S1/2NW1/4, N1/2SW1/4;
Section 21: E1/2NE1/4, NE1/4SE1/4;
Section 22: NW1/4, NW1/4SW1/4;
Section 23: E1/2E1/2;
Section 24: All;
Section 25: N1/2N1/2;
Section 26: N1/2NE1/4.

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

Idaho Department of Water Resources

Number	CFS	Use
67-10913	0.14	Stockwater
67-10899	3.90	Irrigation

Weiser Cove Irrigation District Water

Water right for 1,880 acre feet, of which 1,762.20 acre feet are "A" Storage and 112.8 acre feet are "B" storage in the Crane Creek Reservoir.

Exhibit B

Any and all goods (including without limitation timber), as-extracted collateral (including without limitation oil, gas and other minerals), fixtures (including without limitation trade fixtures), equipment (including without limitation irrigation equipment, pumps, motors, sprinkler systems, mainlines, wheel lines and all other irrigation equipment used for the production or transportation of water on the real property described in the attached Exhibit A or for the irrigation or drainage thereof), timber and supplies used on, for or in connection with the real property described in the attached Exhibit A, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including without limitation insurance proceeds) from the sale or other disposition of any such property. Equipment shall include without limitation:

Equipment	Model Number	Serial Number
75 HP General Electric Horz. Motor Cornell Horizontal Pump	Mod #5K364YK132	SN #AK075008
	Mod #4YB75-2	SN #16843
75 HP General Electric Horz. Motor Cornell Horizontal Pump	Mod #5K364YK135	SN #475031
	Mod #4YB75-2	SN #18157
75 HP Marathon Horiz. Electric Motor Cornell Horizontal Pump	Mod #RE 365TTDS7674ER	SN #19-01915-5/8-06
	Mod #5RBVM175-4	SN #46362
60 HP Marathon Horizontal Electric Motor Cornell Horizontal Pump	Mod #ZA 364TTDS8228AT	SN #19-06373-1/7-22
	Mod #4HH-60-4	SN #83156

Together with all buried mainline, valves, risers and appurtenant equipment, including without limitation:

14 – ¼ mile side-role wheel lines including valves, connectors, end plugs, engines, etc.

Wheel lines are combination of Western and Wade Rain.

Approx. 6.5 -- ¼ mile equivalent portable aluminum handlines, valves, end plugs, etc.

Exhibit C

Any and all grazing leases, permits, allotments, licenses and privileges (collectively, the "Permits") covering state or federally owned lands used or operated in connection with the real property described in the attached Exhibit A, together with all renewals of such Permits, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all proceeds from the sale or other disposition of any such Permits. Permits shall include without limitation:

Bureau of Land Management

<u>Permit Number</u>	<u>AUM's</u>
00356 Roberts Ind	8 Active AUM's
00032 Randall	421 Active AUM's

(Copies of These Grazing Permits Attached Hereto)

State of Idaho State Land Lease

<u>Lease Number</u>	<u>Acres</u>	<u>AUM's</u>
G-5030	800 Acres	146.00 AUM's

(Copies of This Grazing Lease Attached Hereto)

APR- 2-01 MON 9:58

BOISE

FAX NO. 3843493

200252

P.02

183742

BAD COPY

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING PERMIT

STATE ID
OFFICE 014
OPERATOR NUMBER 111278
PREFERENCE CODE 03
DATE PRINTED 02/17/00
TERM 03/01/2000 TO 02/28/2010

ROBERTS, LLOYD
AND ADELIA

1648 COVE ROAD
WEISER, ID 83672

BUREAU OF LAND MANAGEMENT
CASCADE R.A.
3948 DEVELOPMENT AVE
BOISE, ID 83705

THIS GRAZING PERMIT IS OFFERED TO YOU BASED ON YOUR RECOGNIZED GRAZING PREFERENCE ON THE PUBLIC LANDS AND/OR OTHER LANDS ADMINISTERED BY THE BLM. YOU ARE AUTHORIZED TO MAKE GRAZING USE TO THE EXTENT OF YOUR ACTIVE GRAZING PREFERENCE AS SHOWN BELOW UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS INCORPORATED HEREIN AND YOUR PAYMENT OF GRAZING FEES.

ALLOT PASTURE	LIVESTOCK		GRAZING PERIOD		TYPE	AUM'S
	NUMBER	KIND	BEGIN	END	%PL USE	
00356 ROBERTS IND	118	CATTLE	04/15	05/01	3 ACTIVE	2
	118	CATTLE	11/01	12/15	3 ACTIVE	5

TERMS AND CONDITIONS:

PURSUANT TO 43 CFR 10.4(B) THE PERMITTEE MUST NOTIFY THE BLM FIELD MANAGER, BY TELEPHONE OR WITH WRITTEN CONFIRMATION, IMMEDIATELY UPON THE DISCOVERY OF HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, OR OBJECTS OF CULTURAL PATRIMONY ON FEDERAL LAND. PURSUANT TO 43 CFR 10.4(C), THE PERMITTEE MUST IMMEDIATELY STOP ANY ONGOING ACTIVITIES CONNECTED WITH THE DISCOVERY AND MAKE A REASONABLE EFFORT TO PROTECT THE DISCOVERED REMAINS OR OBJECTS.

THE ALLOTMENT(S) LISTED ON THIS GRAZING PERMIT ARE SUBJECT TO THE REQUIREMENT OF 43 CFR 4180 -- FUNDAMENTALS OF RANGELAND HEALTH AND GUIDELINES FOR GRAZING ADMINISTRATION. THIS PERMIT SHALL BE MODIFIED (IF NECESSARY) TO MEET THESE REQUIREMENTS UPON COMPLETION OF A STANDARD AND GUIDELINES ASSESSMENT AND DETERMINATION AS SCHEDULED BY THE AUTHORIZED OFFICER.

TURN-OUT IS SUBJECT RANGE READINESS CRITERIA.

YOUR CERTIFIED ACTUAL USE REPORT IS DUE WITHIN 15 DAYS FOR COMPLETING YOUR AUTHORIZED ANNUAL GRAZING USE.

200252

mbr

183742

COPY

BAD COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

GRAZING PERMIT

STATE ID
OFFICE 014
OPERATOR NUMBER 111022
PREFERENCE CODE 03
DATE PRINTED 01/30/95
TERM 03/01/1994 TO 02/28/2004

BIG ROCK CREEK
GRAZING ASSN.
ROBERTS, LLOYD
1648 COVE ROAD
WEISER, ID 83672

BUREAU OF LAND MANAGEMENT
CASCADE R.A.
3948 DEVELOPMENT AVE
BOISE, ID 83705

THIS GRAZING PERMIT IS OFFERED TO YOU BASED ON YOUR RECOGNIZED GRAZING PREFERENCE ON THE PUBLIC LANDS AND/OR OTHER LANDS ADMINISTERED BY THE BLM. YOU ARE AUTHORIZED TO MAKE GRAZING USE TO THE EXTENT OF YOUR ACTIVE GRAZING PREFERENCE AS SHOWN BELOW UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS INCORPORATED HEREIN AND YOUR PAYMENT OF GRAZING FEES.

ALLOT

PASTURE	LIVESTOCK NUMBER KIND	GRAZING PERIOD BEGIN END	TYPE %PL USE	AUM'S
00032 RANDALL	337 CATTLE	04/15 10/31	19 ACTIVE	421

TERMS AND CONDITIONS:

TURN-OUT IS SUBJECT TO BOISE DISTRICT RANGE READINESS CRITERIA.

YOUR CERTIFIED ACTUAL USE REPORT IS DUE WITHIN 15 DAYS OF COMPLETING YOUR AUTHORIZED ANNUAL GRAZING USE.

SALT AND/OR SUPPLEMENT SHALL NOT BE PLACED WITHIN ONE QUARTER (1/4) MILE OF SPRINGS, STREAMS, MEADOWS, ASPEN STANDS, PLAYAS OR WATER DEVELOPMENTS.

CHANGES TO THE SCHEDULED USE REQUIRES PRIOR APPROVAL.

TRAILING ACTIVITIES MUST BE COORDINATED WITH THE BLM PRIOR TO INITIATION. A TRAILING PERMIT OR SIMILAR AUTHORIZATION MAY BE REQUIRED PRIOR TO CROSSING PUBLIC LANDS.

LIVESTOCK EXCLOSURES LOCATED WITHIN YOUR GRAZING ALLOTMENTS ARE CLOSED TO ALL DOMESTIC GRAZING USE.

RANGE IMPROVEMENTS MUST BE MAINTAINED IN ACCORDANCE WITH THE COOPERATIVE AGREEMENTS AND RANGE IMPROVEMENTS PERMITS IN WHICH YOU ARE A

200252

183742

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OPERATOR NUMBER: 111022

SIGNATOR OR ASSIGNEE. ALL MAINTENANCE OF RANGE IMPROVEMENTS WITHIN A WILDERNESS STUDY AREA REQUIRES PRIOR CONSULTATION WITH THE AUTHORIZED OFFICER.

ALL APPROPRAITE DOCUMENTATION REGARDING BASE PROPERTY LEASES, LANDS OFFERED FOR EXCHANGE-OF-USE, AND LIVESTOCK CONTROL AGREEMENTS MUST BE APPROVED PRIOR TO TURN-OUT. LEASES OF LAND AND/OR LIVESTOCK MUST BE NOTARIZED PRIOR TO SUBMISSION AND BE IN COMPLIANCE WITH BOISE DISTRICT POLICY.

FAILURE TO PAY THE GRAZING BILL WITHIN 15 DAYS OF THE DUE DATE SPECIFIED SHALL RESULT IN A LATE FEE ASSESSMENT OF \$25.00 OR 10 PERCENT OF THE GRAZING BILL, WHICHEVER IS GREATER, NOT TO EXCEED 250.00. PAYMENT MADE LATER THAN 15 DAYS AFTER THE DUE DATE, SHALL INCLUDE THE APPROPRIATE LATE FEE ASSESSMENT. FAILURE TO MAKE PAYMENT WITHIN 30 DAYS MAY BE A VIOLATION OF 43 CFR 4140.1(B)(1) AND SHALL RESULT IN ACTION BY THE AUTHORIZED OFFICER UNDER 43 CFR 4150.1 AND 4160.1-2.

OFFICE REMINDERS ONLY:

PAYMENT MAY BE MADE BY CASH, CHECK, VISA OR MASTERCARD.

ALLOTMENT SUMMARY (AUM'S)

ALLOT	P R E F E R E N C E		
	ACTIVE	SUSP	TOTAL
-----	-----	-----	-----
00032 RANDALL	421		421

THIS PERMIT ; 1. CONVEYS NO RIGHT, TITLE OR INTEREST HELD BY THE UNITED STATES IN ANY LANDS OR RESOURCES AND 2. IS SUBJECT TO (A) MODIFICATION, SUSPENSION OR CANCELLATION AS REQUIRED BY LAND PLANS AND APPLICABLE LAW; (B) ANNUAL REVIEW AND TO MODIFICATION OF TERMS AND CONDITIONS AS APPROPRIATE; AND (C) THE TAYLOR GRAZING ACT, AS AMENDED, THE FEDERAL LAND POLICY AND MANAGEMENT ACT, AS AMENDED, THE PUBLIC RANGELANDS IMPROVEMENT ACT, AND THE RULES AND REGULATIONS NOW OR HEREAFTER PROMULGATED THEREUNDER BY THE SECRETARY OF THE INTERIOR.

ACCEPTED:

SIGNATURE OF PERMITTEE:

*Alvin R. Smith*DATE May 1, 1995

AREA MANAGER:

*J. B. Galt*DATE 3/10/95

Addendum

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FEB-01-2006 WED 04:25 PM IDAHO DEPT OF LANDS

FAX NO. 2083343698

P. 03

SUBJECT:	Lease Reinstatement
LEASE NO.:	G-5030
LESSOR:	Big Rock Creek Grazing Association
COUNTY:	Washington
DESCRIPTION:	Lease Totals: 146 AUMs and 800 Acres
USE:	Grazing
FUND:	Public School and University of Idaho
LEASE TERM:	01/01/2002 - 12/31/2011
2003 RENTAL:	\$ 986.85 (including annual rent, late fees, and reinstatement fee)
BOND:	None
INSURANCE:	NA
DISCUSSION:	2003 rental and late fees have been paid in full.
RECOMMENDATION:	Reinstate lease.
APPROVED:	APPROVED SEP 15 2003

DENIED.

OTHER ACTION:

September 9, 2003
2:10 pm

[https://www.industrydocuments.ucsf.edu/docs/0900](#)

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Received Fax : Feb 01 2006 4:23PM Fax Station : G.S. Real Estate Services p. 4

P. 04

LEAD. NUMBER: 2-6013

200252

Addendum

Idaho State Grazing Lease

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FAX NO. 2083343696

P. 05

STATE OF IDAHO
STATE LAND LEASELEASE NUMBER: 000000
PAGE 2

ATTACHMENT B

SPECIAL PROVISIONS:

800 acres with 146 AUMs shall be grazed in accordance with the approved grazing management proposal. The following is a brief summary of that proposal:

This state lease is used in conjunction with private and BLM lands in a deferred rotation system totaling about 2,000 acres. Approximately 146 cow/calf pairs rotate through the two early pastures between April 15th and September 15th. From September 15th to November 15th, cattle access all three pastures to help incorporate mature grass seed into the soil.

Scotch thistle patches are sprayed in the spring and areas dominated by annual grasses are seeded to perennial grass in the fall.

Both this summary and the approved management proposal become provisions of this lease and as such will be enforceable as a term of this lease.

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW.
WASHINGTON	40.00	NENE	20 00	13 N	6.0 W	PS
WASHINGTON	360.00	W2, SWSE	21 00	13 N	6.0 W	PS
WASHINGTON	400.00	W2NE, W2	20 00	13 N	6.0 W	PS

G.S. Real Estate Services, Meridian, Idaho
Lloyd Roberts Farm, Washington County, Idaho

C-8

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FAX NO. 2083343698

P. 06

STATE OF IDAHO
STATE LAND LEASE

ATTACHMENT B

This lease is made pursuant to the laws of the State of Idaho and the Rules and Regulations governing grazing leases and cropland leases, IDAPA 20.03.14.

1. USE OF LAND

The lands to be used shall be used for the purpose of grazing and farming as set forth on the signature page; no other uses shall be made of these lands without the prior written approval of the lessor.

2. RECLASSIFICATION OF LAND USE

At the sole discretion of the lessor, lands under this lease may be reclassified in whole or in part for agricultural, commercial, domestic or other purposes that would result in increased rentals to the lessee. For uses other than cropland or grazing the lands affected will be disposed from the lease.

3. RATE OF RENT -- CHANGE OF RENT

Lessee agrees to pay to the lessor, in lawful money of the United States, each year's rent in advance, and prior to the legal possession of the property for such year, an annual rent for each acre of cropland and every AUM covered by this lease. The rent shall be payable on or before the date specified on the signature page. The lessor reserves the right to increase or decrease the annual rent, and the AUM will be notified six months in advance of the first payment of any increase.

4. RIGHT OF LESSOR TO SELL -- APPRAISAL OF IMPROVEMENTS -- APPROVAL OF IMPROVEMENTS REQUIRED

The lessor reserves the right to sell all or any portion of the land herein described and the lessee agrees to deliver immediate possession unless the lessee is to be permitted to harvest a growing crop. In such event, lessee shall have possession of only the land on which such crops are growing. The lessee will be notified of a scheduled sale at least thirty (30) days prior to sale date. When realizable improvements or growing crops are present, they will be appraised in accordance with Idaho Code, Section 58213, by the lessor and the lessee will be paid for the improvements or crops by the purchaser on the day of sale. Lessor's appraisal shall be conclusive.

Prior written approval of lessor is required to make permanent range improvements, construct permanent buildings, or clear the land for agricultural uses. Failure to secure such written approval shall constitute the forfeiture of the value of such improvement in case of sale or lease conflict.

5. RENEWAL OF LEASE -- APPRAISAL OF IMPROVEMENTS

If the lessee is not the successful bidder at the expiration of the lease, the value of improvements recognized in Section 4 above shall be paid by the successful bidder to the lessee prior to possession provided no delinquent rent is owed. Improvement payments shall be applied towards any rent due before being disbursed to lessee.

6. RELINQUISHMENT OF RIGHTS

The lessee agrees to relinquish possession of the leased premises upon breach of any of the conditions herein set forth, with all permanent improvements thereon to revert to and condition when such breach results in cancellation or forfeiture of this lease.

7. TIMBER ON LAND UNDER LEASE -- STATE FIRE LAWS

This lease is made subject to all present and future timber sale requirements. The lessor reserves the right to restrict or prohibit grazing use on all or portions of the land leased for timber management purposes. The lessee will be given one hundred eighty (180) days written notice prior to limit out of livestock on lands leased, of any such restriction or termination of grazing use, together with a map of the restricted area. This lease does not authorize the lessee to cut any timber growing on the land leased; any unauthorized use of such timber by the lessee or with his knowledge or consent, shall work a forfeiture of his lease without notice, and said lessee shall be responsible for making claims for such timber. Lessee is subject to the provisions of state fire laws except for fire protection rights.

8. MINERAL RESERVATIONS

This lease is subject to any mineral estate (including oil, gas and geothermal resources) that is now in force or effect or that may hereafter be granted on the lands or any part thereof included herein as provided by Title 47, Idaho Code, provided, however, when a mineral lease is granted after the granting of this lease, the mineral lessee shall give a good and sufficient bond to protect the lessee herefrom from all damage occasioned to the surface of the lands included in this lease, or improvements thereon, whether the damage is due to mineral exploration or rights of way or other activities incident to mining or extraction.

9. GRAZING REGULATIONS

For grazing use, the grazing period and the number of stock may be fixed and determined by the lessor. The grazing lessee shall furnish such information as may be required from time to time, to assist in determining the grazing period and number of stock to be grazed. A lessee may be required to participate in a resource management plan when located on all or part of the lands described herein. Any written agreement concerning a management plan will be a condition of the lease.

Where camps are granted on land leased in this lease, they shall not be located more than two nights consecutively on the same grazing ground without prior approval of the lessor.

10. PAYMENTS OF TAXES AND WATER CHARGES

Unless otherwise provided, the lessee shall pay all water charges, assessments or taxes of whatsoever nature that may be legally levied or assessed against the land herein described, or any portion thereof, and if the same are not paid it shall constitute a lien in favor of the State of Idaho against all improvements or crops growing on said land.

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FEB-01-2006 WED 04:25 PM IDAHO DEPT OF LANDS

FAX NO. 2063343608

P. 07

Attachment B
Lease Number G-5030
Page 2 of 2**11. SUBLEASING - ASSIGNMENT**

The lessee shall not sublease any of the land embraced in this lease without prior written approval of lessor. The lessee shall not assign the lease without the written approval of the lessor unless provided for that purpose, and only when the rental owing has been paid in full, except that if a rental reduction has been agreed upon in writing, such reduction shall be assumed by the assignee and if a payment in kind, it shall be paid by the assignee.

12. RIGHT OF ENTRY AND INSPECTION - ABANDONMENT

The lessor reserves the right to enter upon land, or any portion thereof, during the term of this lease for the purpose of inspecting the property. Should any of the property covered by this lease be abandoned or the lease be released or forfeited for any breach of condition herein contained, all improvements placed upon the property by the lessee shall remain a part of the realty and the thereto shall vest in the State of Idaho.

13. LESSOR PROTECTED AGAINST WASTE - NOXIOUS WEED CONTROL

The lessee shall use the property under this lease in such manner as will not injure the State of Idaho against loss or waste, and shall cooperate with the lessor or any other agency authorized in written programs for control or eradication of noxious weeds. The lessee shall take measures to control noxious weeds on the leased land in accordance with Title 24, Chapter 24, Idaho Code. Control of noxious weeds on state grazing lands shall be shared jointly by the lessee and lessor with the lessor's share subject to funds appropriated for that purpose.

14. FORFEITURE OF LEASE

In case an lessee fails to comply with any of the covenants, terms or conditions of this lease, the lessor may forfeit or cancel the lease upon ten days notice to the lessee and the lessee shall not, during the period of notice, remove any of the improvements or crops thereon, whether the crops have been harvested or not. The lessee shall, upon lease expiration, deliver immediate possession of the leased lands to the lessor without further notice or demand.

15. EASEMENTS

The lessor reserves the right to grant easements and right-of-way across or upon the land described in this lease and to grant easements to third parties in the grant of such easements. The lessor shall coordinate with the lessee before processing any easement applications on the leased land. The grantee of such easement shall, before exercising the same, pay to the lessor the reasonable value of the growing and immature crops and improvements, as determined by the lessor's appraisal; lessor's appraisal shall be conclusive. This lease is subject to any right-of-way or easement heretofore granted over the lands embraced by this lease.

16. PUBLIC USE

The lessor shall allow the general public the right to use the lands described in this lease for outdoor recreation. However, nothing in this lease shall authorize the public to utilize the lands as private lands in such as owned lands. State funds shall not be expended without prior written approval of the lessor. Grazing of wildland lands will not be considered exclusive use leases as described under 36-1034, Section 36-1034.

17. WATER RIGHTS

The establishment of any water right or rights shall be by and for the benefit of the lessee and no claim thereto shall be made by the lessor. Such rights shall attach to and become appurtenant to only land. The lessor shall not convey any water to be conveyed on the land without prior written approval of the lessor.

18. SEED HARVEST

The lessor reserves the right to harvest seed from plants on land not under a planted lease. The lessor will coordinate the harvesting activities with the lessee to minimize impacts on livestock operations.

19. ROAD CLOSURE

The lessor reserves the right to close roads for road construction, wildlife management or non-scheduled purposes. Planned road closures will be consistent with public prior to action. The lessor will have the right to act, and the local and board decisions affecting his use.

20. LIABILITY

The lessor shall not be liable and hold harmless the lessee, its successors, agents and employees for any and all claims, actions, damages, costs and expenses which may arise by reason of the lessee's occupation of the leased premises, or the occupation of the leased premises by any of the lessee's agents, or by any person occupying the lands with the lessee's permission.

21. RIGHTS ON HEIRS

All of the terms, conditions and covenants of this lease shall be binding upon the heirs, successors and assigns of the lessee.

22. CIVIL RIGHTS

The lessor shall not discriminate against any person on the basis of race, ethnicity, color, sex, national origin or handicap.

BAD COPYExhibit D

All partnership interests of Lloyd E. Roberts and Adelia Kay Roberts in and to the Big Rock Creek Grazing Assoc., A Limited Partnership, pursuant to the Certificate and Agreement of Limited Partnership dated April 8, 1999, as may be amended from time to time, and all proceeds from the sale or other disposition of any such partnership interests.

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: **A67-10899**
Date Received: 10/17/1989
Receipt No: W006309
Received By: _____

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

1. Name: LLOYD ROBERTS 208-549-1961
Address: 1648 COVE ROAD
WEISER ID 83672

2. Date of Priority: DEC 31, 1951

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10N	05W	2	NE	SW	SE		WASHINGTON

5. Description of diverting works:
PUMP STATION W/2 PUMPS AND INTAKES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.900		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	05W	2	SE	SW		IRR	40.0
			SW	SE		IRR	28.0

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AUG 19 1994

**SCANNED
APR 09 2004**

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	68.0
		11	NW	NE	IRR	40.0
			SW	NE	IRR	40.0
			SE	NE	IRR	15.0
			NE	NW	IRR	40.0
			SE	NW	IRR	40.0
			NE	SE	IRR	7.0
			NW	SE	IRR	7.0
					Section Acres	189.0
					Total Acres	257.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

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AUG 19 1994

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

February 1, 1994

[Lloyd Roberts]
1645 Cove Road
[Weiser, ID 83672]

Dear Claimant(s):

We have processed your Notice(s) of Claim to a Water Right filed in the Snake River Basin Adjudication.

In the initial review of this claim(s) we found it necessary to either complete or change an item or items on your claim form(s). A copy of the computer generated copy with these changes and the receipt for the filing fee previously submitted are enclosed. **ONLY THE ITEM(S) SHOWN BELOW WITH A CHECKMARK HAVE BEEN EITHER CHANGED OR ADDED TO YOUR CLAIM(S). IF AN ITEM IS NOT CHECKMARKED, IT IS NOT PERTINENT TO THIS CLAIM(S).**

X Item #2 - Only a portion of your priority date was listed.
AUG-10899 This item requires a month, day and year. We have added in the required information based on the Department's rules for dates of priority.

_____ Item #4 - The point of diversion appears to be incorrectly described or not described at all. Based on other information provided which included your legal description, we have added in the quarter-quarter, section, township and range. If you had listed the Lot, Block and Subdivision name, enclosed is a copy of the subdivision map from which we computed the quarter-quarter legal description.

_____ Item #5 - No description of diverting works was listed. Because the source was described as a groundwater source, we have completed this item with well, pump and pipeline. If your groundwater source is not a well, please notify us.

_____ Item #6 - The period of use is not listed for the use(s) claimed. The Department has recommended periods of use for certain uses. The recommended period of use has been added to your claim.

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AUG 19 1994

SCANNED
APR 09 2004

____ Item #7 - The total quantity claimed was not completed.
The use(s) claimed have been added together and
this amount added to your claim.

____ Item #9 - The number of homes was not listed on your claim.
It appears to be filed for one domestic home and
this information has been added to your claim.

X
____ Item #10- The place of use appears to be incorrectly
AL67-10903 described, or not described at all. Based on
other information submitted we have added in the
quarter-quarter, section, township and range.
If you had listed the Lot, Block and Subdivision
name, we have enclosed a copy of the subdivision
map from which we computed the quarter-quarter
legal description. Or, if you have listed a
quarter-quarter legal description under Item No.
4, we have listed this same quarter-quarter,
section township and range on this item.

____ Item #12- The ownership of the place of use has not been
marked. We have assumed you own the place of use
and this information has been added to your
claim.

____ Item #15- Basis of Claim was not completed. No previously
recorded water rights were found, therefore, we
have marked beneficial use of the water as the
basis for filing this claim.

____ Other _____

If you have any problems or questions concerning these additions
and/or changes, please contact this office within 30 days from the
date of this letter. If we do not hear from you within this time, we
will assume you agree with these changes, and your claim will remain
on file as shown on the enclosed data entered copy.

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office

Enclosures

**SPECIAL NOTE: IF YOU NO LONGER OWN THE PROPERTY UPON WHICH THIS
CLAIM WAS FILED, PLEASE CONTACT THIS OFFICE IMMEDIATELY. IDAHO STATE
LAW REQUIRES THE DEPARTMENT BE NOTIFIED OF A CHANGE OF OWNER OR
ADDRESS ON A WATER RIGHT.**

MICROFILMED

AUG 19 1994

**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

AL67-10899

Date Received

10-17-89

Receipt Number

W006309

RECEIVED

OCT 17 1989

Department of Water Resources
Western Regional Office

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

Please type or print clearly

1. Name of Claimant (s) Lloyd Roberts Phone (208) 549-1961Mailing Address 1648 Cove Road Weiser, Idaho Zip 836722. Date of Priority (Only one (1) per claim) 19513. Source of water supply (a) Weiser Riverwhich is tributary to (b) Snake River4. a. Location of existing point of diversion is: Township 10N Range 5W Section 2,
NE 1/4 of SW 1/4 of SE 1/4, Govt. Lot, B.M., County of WashingtonAdditional points of diversion if any: none

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 station with (2) pumps and intakes

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3/15 to 11/15 amount 3.90 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 3.90 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ 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	
10N	5W	2												40			28		68
10N	5W	11		40	40	15	40			40					7	7			189

Total number of acres irrigated 257

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 (x)

14. Remarks:

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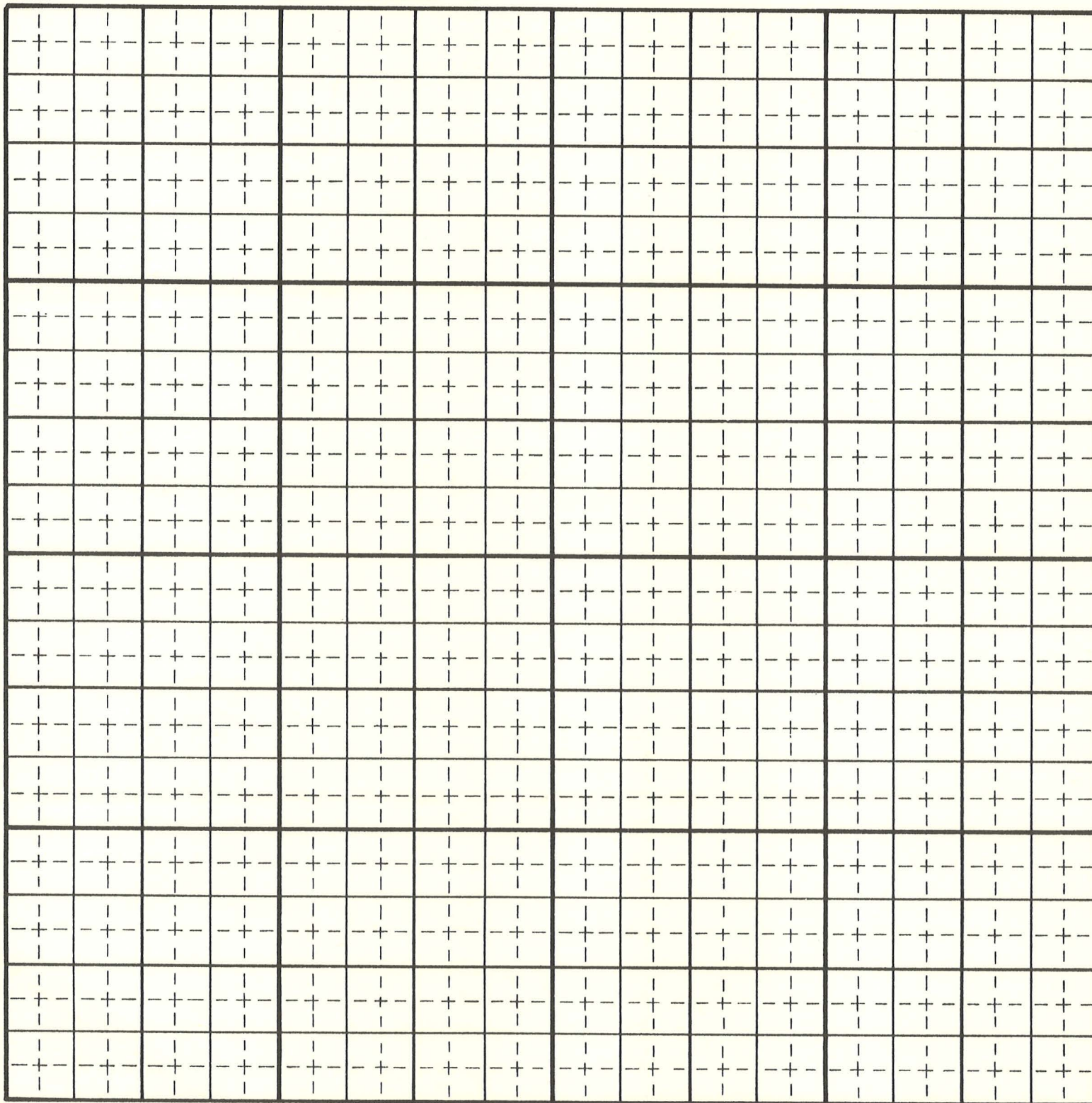
Last Name Roberts Ident No. _____

Copies: White -State, Yellow-Claimant

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

Scale: 2 inches equals 1 mile

See Attachment "A"



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AUG 19 1994

Last Name Roberts Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number _____
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 1

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

Signature of Claimant (s) *Lloyd Roberts* Date *10/12/89*
_____ Date _____

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

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

Subscribed and sworn (or affirmed) before me this 12th day of October 19 89

SEAL

Notary Public *Janet L. Saito*

Residing at *Keiser Idaho*

My Commission Expires *11-29-94*

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 _____

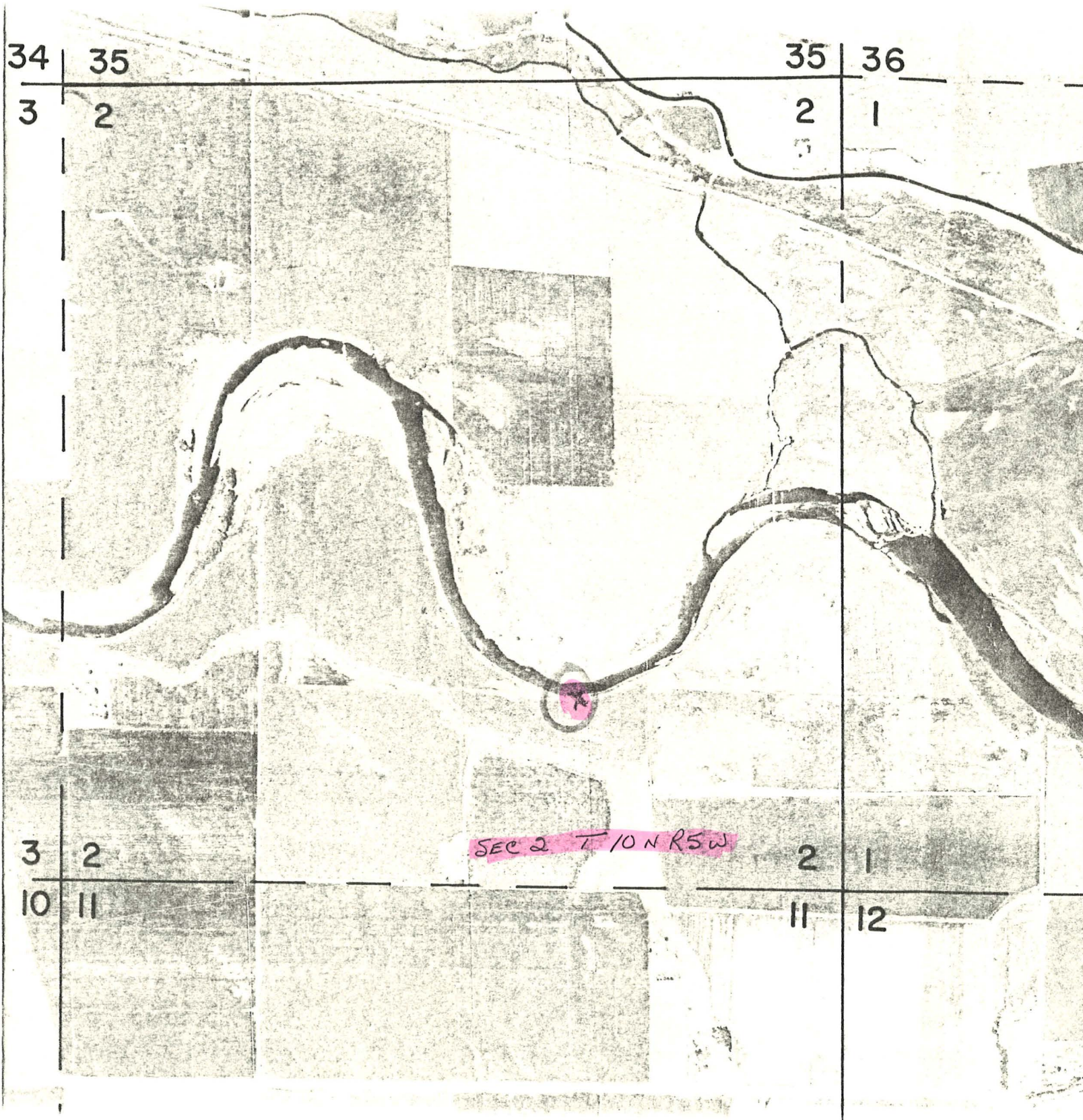
Date _____

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AUG 19 1994

Last Name Roberts Ident. Number _____

Copies White-State, Yellow-Claimant



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ADJUDICATION CLAIM REVIEW CHECKLIST

12-1-92

CLAIMANT'S NAME Roberts, Floyd

C M IDENT. NO.

DATE RECEIVED 10-17-89 RECEIPT # W0016309 FEE PAID \$ 307⁰⁰ FEE REQ'D \$ 307⁰⁰

	YES	NO	Require Info?
1. Is the name and address complete with zip code?	<u>X</u>	___	*
2. Is a priority date entered?	<u>X</u>	___	*
Is the priority date acceptable in view of mandatory filing dates?	<u>X</u>	___	*
See Adjudication Memos #1 and #4 to determine if a Permit is required.			
3. (a) Is a source entered?	<u>X</u>	___	*
(b) Is a tributary to entered? (if required) N/A ___	<u>X</u>	___	
4. Is the legal description of the p.d. sufficient?	<u>X</u>	___	*
5. Is there a description of the diverting works?	<u>X</u>	___	
6. Are the water uses appropriate for the form?	<u>X</u>	___	*
The short form is limited to D/S uses. Other uses must be filed on the long form. Note: If stockwater stor. or instream stockwater are filed on the short form & all items complete, do not return claim.			
Is the period of use included?	<u>X</u>	___	
Is a quantity claimed for each use?	<u>X</u>	___	*
7. Is a total quantity claimed entered?	<u>X</u>	___	
8. If required is a consumptive use entered? N/A ___	___	<u>X</u>	
Is the consumptive use correct? N/A ___	___	<u>X</u>	
9. Are the non-irrigation uses listed showing # of homes, hd. of stock?	___	___	*
If multiple domestic, is single ownership indicated?	___	___	
10. Is (are) the place(s) of use and purpose(s) indicated?	<u>X</u>	___	*
11. Is (are) the county(ies) entered?	<u>X</u>	___	
12. Is the ownership of p.u. checked?	<u>X</u>	___	
13. Are other water rights listed or "none" indicated?	<u>X</u>	___	
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) N/A <u>X</u>	___	___	
15. Is the basis of the claim indicated?	<u>X</u>	___	
16. If the basis of claim is shown as license, permit, or decree is the existing water right no. listed? N/A <u>X</u>	___	___	
If yes, compare claim w/existing right and attach proof report noting any differences in comments.			
If no, was water right no. found?	___	___	*
17. If the basis of claim is shown as beneficial use, or not marked, are there existing water rights shown in our records using the legal description or name on the claim? N/A ___	___	<u>X</u>	
(If yes, attach a proof report & complete number change)			
NOTE: If the claim is for dom/stock this check is not as necessary unless it is located within an area where dom/stock rights were decreed.			
18. If the claimant requested a monthly docket sheet, was the fee paid? N/A <u>X</u>	___	___	
19. Is the claim signed by the claimant, and is the signature appropriate?	<u>X</u>	___	*
20. Has the claim been signed, sealed, and dated by a notary?	<u>X</u>	___	*
21. Was this claim filed on time?	<u>X</u>	___	*
(Check ML3 for date mailed-not all were mailed on the planned date)			
If no, was an extension of time filed & approved?	___	___	*
22. Is the fee enclosed correct? Exempt ___	<u>X</u>	___	*

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- | | YES | NO |
|---|-------------------|-------------------|
| 23. Is this claim being rejected and returned to claimant? | <u> </u> | <u>X</u> |
| 24. Can this claim be data entered? | <u>X</u> | <u> </u> |
| 25. Was claim modified? | <u>X</u> | <u> </u> |
| If yes, do modifications require notification to claimant? | | |
| Note: Modifications made must be explained in comments stating where the information for any changes was found. | | |

Claim reviewed by: AD Date 1-10-94
Claim data entered by: AD Date 2-1-94

IF REQUIRED INFORMATION IS INCOMPLETE SEE INSTRUCTIONS TO DECIDE WHETHER THE CLAIM NEEDS TO BE RETURNED OR IF IT CAN BE MODIFIED. IF IT MUST BE RETURNED INSTRUCTIONS WILL SPECIFY WHICH FORM LETTER TO USE.

Comments: Modify Priority date

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