

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 47-7250
Date Received: 1/6/1989
Receipt No: S005751
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

KEVIN LOURENZO Phone: (208)308-3004
3849 N 1500 E
BUHL ID 83316

TERESA LOURENZO Phone: (208)308-3004
3849 N 1500 E
BUHL ID 83316

2. Date of Priority: 03/07/1974

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
10S	14E	13	NE NE SE	TWIN FALLS	

5. Description of diverting works:

WELL & 20 H.P. SUBMERSIBLE PUMP DEL. TO PIPELINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.2	
COMMERCIAL	1/01	12/31	0.34	

7. Total Quantity Appropriated is:
0.34 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10S	14E	13	NE	SE	IRRIGATION	10
			NE	SE	COMMERCIAL	
					Section Acres	10
					Total Acres	10

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS BASED ON LIC. 47-07250 WHICH WAS FOR IRRIG. OF 20 ACRES. IN 1979 10 ACRES OF CULTIVATED LAND WAS TAKEN OUT OF PRODUCTION AND A DAIRY WAS CONSTRUCTED. THE WELL ORIGINALLY USED FOR IRRIG. IS NOW USED TO IRRIG. THE REMAINING 10 ACRES AND ALSO SUPPLY THE DAIRY BARN USE. THE WELL IS RUN APPROX. 60 MIN PER DAY FOR THE DAIRY USE. THIS CLAIM IS BASED ON THE PRESUMP. CLAUSE IN THE ADJUDICATION STATUTES WHERE A CHANGE IN NATURE OF HAS OCCURED CHANGING THE IRRIG. OF 10 ACRES TO COMMERCIAL USE.

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

15. Basis of Claim: License

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

RECEIVED
SEP 28 2004
 Department of Water Resources
 Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	47-7250				

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

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

3. Name and Address of Former Owner/Claimant(s)

Southside Dairy
Rt 1 Box 60 Buhl ID

- ☒ 4. New Owner/Claimant(s)

Kevin + Teresa Lourenzo

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

New Mailing Address

3849 N. 1500 E.

City, State and ZIP Code

Buhl, Id. 83316

New Telephone Number

disconnected 208 543-5457 / 308-3004

- ☒ 5. Date you acquired the property

8/31/04

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

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

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

X 7.

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

Kevin Lanza
Teresa J. Mueggen

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

For Office Use Only

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

RECEIVED

SEP 28 2004

Department of Water Resources
Southern Region

TF38316

WARRANTY DEED

For Value Received **Southside Dairy, a partnership consisting of George Oppedyk, as to Parcel 1
George Oppedyk, a single man, as to Parcel 2**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Kevin Lourenzo and Teresa Lourenzo, husband and wife

whose address is: **1140 Blake Street North, Twin Falls, Idaho 83301**

Hereinafter called the Grantee, the following described premises situated in **Twin Falls County, Idaho, to-wit**

Parcel 1: Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,

Section 13: N $\frac{1}{2}$

NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Parcel 2: Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,

Section 13: A tract of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, being more particularly described as

follows: BEGINNING at the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;

**THENCE South 89°49'46" West along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1316.98 feet to the
West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$**

THENCE North 00°17'35" West along said West line for 231.53 feet;

**THENCE North 89°49'46" East and parallel to the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1317.14 feet to
the East line of said Section 13;**

**THENCE South 00°15'10" East along said East line for 231.53 feet to the POINT OF
BEGINNING.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.
Dated: 2004

APPROVED: T L K L

Southside Dairy, a partnership

Dated: 8/30/04

By: _____

George Oppedyk

George Oppedyk

STATE OF Idaho

)ss.

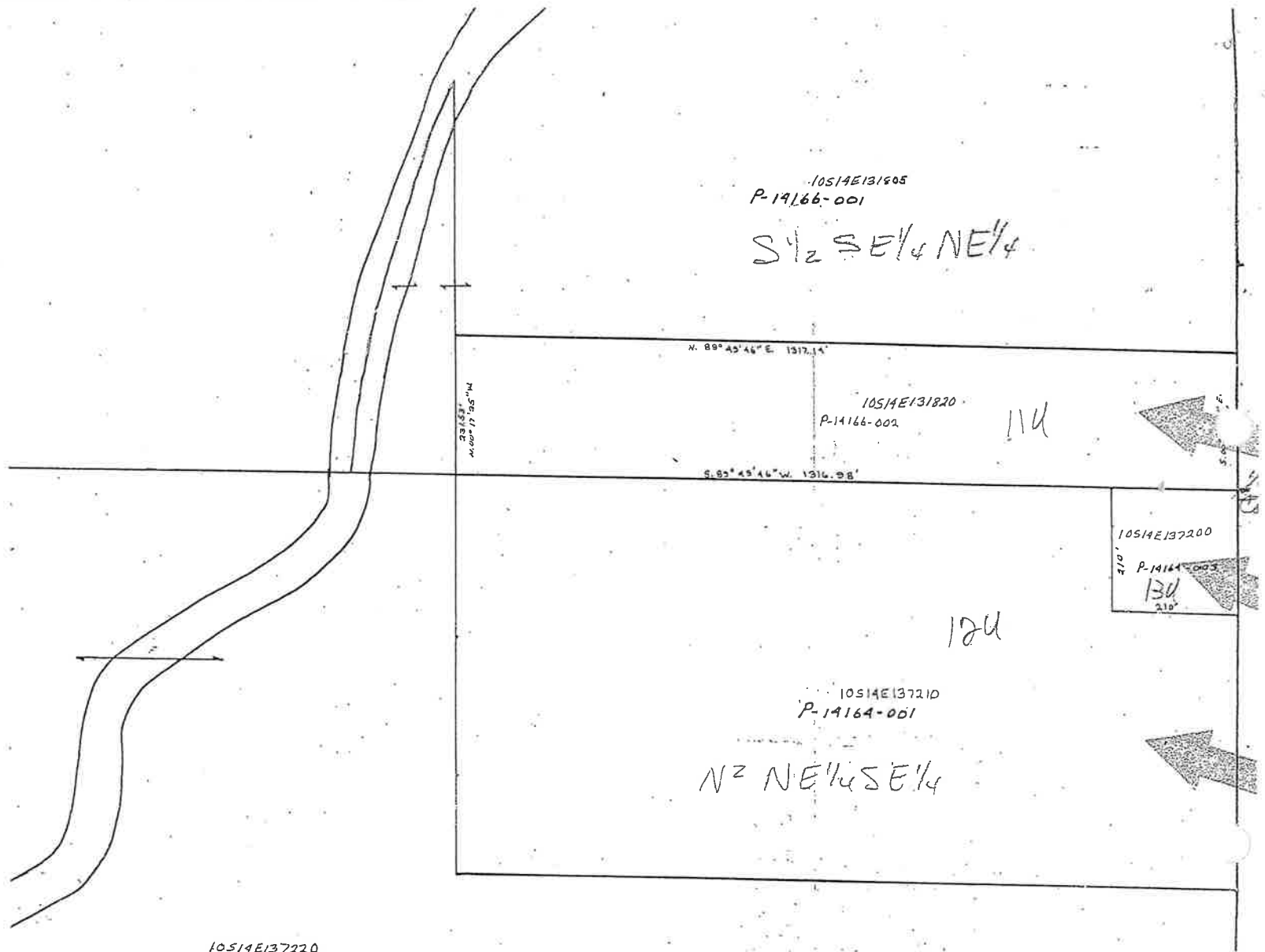
COUNTY OF TWIN FALLS

On this _____ day of August, 2004, before me the undersigned, personally appeared George Oppedyk, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public of Idaho

Residing at: Buhl, Idaho

Commission Expires: 07/25/09



RECEIVED
SEP 28 2004
Department of Water Resources
Southern Region

Twin Falls County, Idaho
 Recorded for:
FIRST AMERICAN TITLE CO.
 01:51pm Aug. 31, 2004
2004 - 019029
 No. of Pages: 3 Fee: \$9.00
 KRISTINA GLASCOCK
 County Clerk
 Deputy: CD

T738316

WARRANTY DEED

For Value Received **Southside Dairy**, a partnership consisting of George Oppedyk, as to Parcel 1
 George Oppedyk, a married man as his sole and separate property, as to Parcel 2

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
Kevin Lourenzo and Teresa Lourenzo, husband and wife

whose address is: **1140 Blake Street North, Twin Falls, Idaho 83301**

Hereinafter called the Grantee, the following described premises situated in Twin Falls County, Idaho, to-wit:

**Parcel 1: Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,
 Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$**

NE $\frac{1}{4}$ SE $\frac{1}{4}$

**Parcel 2: Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,
 Section 13: A tract of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, being more particularly described as
 follows: BEGINNING at the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;**

**THENCE South 89°49'46" West along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1316.98 feet to the
 West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$**

THENCE North 00°17'35" West along said West line for 231.53 feet;

**THENCE North 89°49'46" East and parallel to the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1317.14 feet to
 the East line of said Section 13;**

**THENCE South 00°15'10" East along said East line for 231.53 feet to the POINT OF
 BEGINNING.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning
 ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments
 as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the
 Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the
 Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current
 years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and
 easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August 30, 2004

Southside Dairy, a partnership

By: George Oppedyk
 George Oppedyk

George Oppedyk
 George Oppedyk

STATE OF Idaho

)ss.

COUNTY OF TWIN FALLS

On this 31ST day of August, 2004, before me the undersigned, personally appeared George Oppedyk, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

Glenda Azevedo

Notary Public of Idaho
Residing at Buhl, Idaho
Commission Expires: 07/25/09

GLEND A ZEVEDO
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO)

)ss.

COUNTY OF Twin Falls)

On this ^{21st} 30th day of August, in the year of 2004, before me the undersigned, personally appeared George Oppedyk, known or identified to me (or proved to me on the oath of), to be one of the partners in the partnership of Southside Dalry, a partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

Glenda Azevedo
Notary Public of Idaho
Residing at: Buhl, Idaho
Commission Expires: 7-25-09

GLEENDA AZEVEDO
NOTARY PUBLIC
STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 47-7250

WATER RIGHT NUMBER: 47-7250

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SOUTHSIDE DAIRY RT 1 BOX 60 BUHL, ID 83316 (208)543-4628
Security Interest	IDAHO AGRICULTURAL CREDIT ASSN PO BOX 300 AMERICAN FALLS, ID 83211 (800)831-5143

JY 9/15/04

Priority Date: 03/07/1974

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15	11/15	0.200 CFS	
COMMERCIAL	1/01	12/31	0.340 CFS	
	<u>Total Diversion:</u>		0.340 CFS	

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4SE1/4	Sec. 13, Twp 10S, Rge 14E, B.M.
TWIN FALLS 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	
10S	14E	13																	10.0
																			10.0

Total Acres: 10

COMMERCIAL

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	14E	13													X				

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 47-7250

1. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Remarks:

1. General THIS CLAIM IS BASED ON LIC. 47-07250 WHICH WAS FOR IRRIG. OF 20 ACRES. IN 1979 10 ACRES OF CULTIVATED LAND WAS TAKEN OUT OF PRODUCTION AND A DAIRY WAS CONSTRUCTED. THE WELL ORIGINALLY USED FOR IRRIG. IS NOW USED TO IRRIG. THE REMAINING 10 ACRES AND ALSO SUPPLY THE DAIRY BARN USE. THE WELL IS RUN APPROX. 60 MIN PER DAY FOR THE DAIRY USE. THIS CLAIM IS BASED ON THE PRESUMP. CLAUSE IN THE ADJUDICATION STATUTES WHERE A CHANGE IN NATURE OF HAS OCCURED CHANGING THE IRRIG. OF 10 ACRES TO COMMERCIAL USE.

Comments:

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SEP 08 2004

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Southern 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.

1. Water Right No(s): 47-7250
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
Idaho AgCredit, FLCA
P.O. Box 300
American Falls, ID 83211
4. Name of Water Right Owner/Claimant(s)
Kevin & Teresa Lorenzo
5. Expiration Date of Notification Period October 1, 2024
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)
Barb Brown
Asst. Vice President

For Office Use Only

Received by <u>[Signature]</u>	Date <u>9/8/04</u>	Fee <u>\$25</u>
Received by <u>[Signature]</u>	Date <u>9/15/04</u>	Receipt No. <u>5027044</u>
Processed by <u>[Signature]</u> AJ	Date <u>9/15/04</u>	WR _____ Date _____

WHEN RECORDED MAIL TO:

RECEIVED

SEP 08 2004

Department of Water Resources
Southern Region

Twin Falls County, Idaho

Recorded for:
FIRST AMERICAN TITLE CO.

01:53pm Aug. 31, 2004

2004-019030

No. of Pages: 5 Fee: \$15.00
KRISTINA GLASCOCK
County Clerk
Deputy: CO

COPY

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this August 24, 2004 between KEVIN LOURENZO and TERESA LOURENZO, husband and wife, whose address is 1140 Blake Street North Twin Falls, Idaho 83301 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho Agricultural Credit Association, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Twin Falls, State of Idaho:

Parcel 1:

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,
Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel 2:

Township 10 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,
Section 13: A tract of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, being more particularly described as follows: BEGINNING at the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE South 89°49'46" West along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1316.98 feet to the West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$

THENCE North 00°17'35" West along said West line for 231.53 feet;

THENCE North 89°49'46" East and parallel to the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ for 1317.14 feet to the East line of said Section 13;

THENCE South 00°15'10" East along said East line for 231.53 feet to the POINT OF BEGINNING.

TOGETHER WITH:

All livestock handling, feeding, and milking equipment, manure separating systems, cow wash systems, stalls, lockups, stanchions, milk metering systems, automated feed systems, pipeline milking systems, milk storage tanks, cooling systems, pre-heaters, milk discharge lines, washlines, automatic takeoffs, computers and computer systems, responders, collars, claws, claw hangers, inflations, shells, air tubes, pulsators, crowd gates, pumps, motors, compressors, controllers, filters, and auxiliary equipment, as well as all additions and replacements thereof, which are hereby declared appurtenant thereto, including but not limited to the following:

28 unit pulsation milking system with 14 Germania takeoffs and 14 unknown make takeoffs to be installed, and associated controls.
Kaesar-Omega vacuum pump with 7 hp Dayton electric motor.
Stainless steel milk receiver with 1 hp Dayton electric milk pump.
Low-line double loop stainless steel pipeline system with inline milk filter.
Backflush system.
X14 Chuck Turner parallel stall system with 24" centers.
3,000 gallon Globe milk tank with wash and cooling control and two condensers.
Stainless steel wash vats.
Dayton air compressor with 2 hp Dayton electric motor.
Two 50 gallon LPG hot water heaters.
Altura-Dyne diesel powered back-up generator.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-7250, Priority Date March 7, 1974, for 0.34 CFS.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

DATE OF NOTE
August 24, 2004

MATURITY DATE
October 1, 2024

AMOUNT OF NOTE
\$391,330.00

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

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

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

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

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

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

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

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

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

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

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8.(a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Kevin Lourenzo
KEVIN LOURENZO

Teresa Lourenzo
TERESA LOURENZO

ACKNOWLEDGMENT.

STATE OF IDAHO

County of TWIN FALLS)
) ss.

On this 30th day of August, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Kevin Lourenzo and Teresa Lourenzo, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Glenda Azevedo
Notary Public for the State of Idaho

Residing at _____ Residing at: Buhl, Idaho

My Commission Expires: _____ Commission Expires: 07-25-2009

GLEND AZEVEDO
NOTARY PUBLIC
STATE OF IDAHO

SCANNED

MAR 15 1989

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: A47-07250
Date Received: 1/06/1989
Receipt No: 500575/
Received By: AD

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SOUTHSIDE DAIRY 208-543-4628
Address: RT. 1 BOX 60
BUHL, ID 83316

2. Date of Priority: MAR 07, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	14E	13	NE	NE	SE		TWIN FALLS

5. Description of diverting works:
WELL & 20 H.P. SUBMERSIBLE PUMP DEL. TO PIPELINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.200		
COMMERCIAL	01/01	12/31	0.340		

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

8. Total consumptive use is 30.0 Acre Feet Per Annum.

9. Non-irrigation uses:
C/ WASHING & MISC. USES IN 14 STALL DAIRY BARN

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	14E	13	NE	SE		COMMER	
			NE	SE		IRR	10.0

Section Acres 10.0

A47-07250

Page 1

Date: 01/06/89

MICROFILMED

MAR 11 1993

10. Place of Use: Continued

Total Acres 10.0

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM IS BASED ON LIC. 47-07250 WHICH WAS FOR IRRIG. OF 20 ACRES. IN 1979 10 ACRES OF CULTIVATED LAND WAS TAKEN OUT OF PRODUCTION AND A DAIRY WAS CONSTRUCTED. THE WELL ORIGINALLY USED FOR IRRIG. IS NOW USED TO IRRIG. THE REMAINING 10 ACRES AND ALSO SUPPLY THE DAIRY BARN USE. THE WELL IS RUN APPROX. 60 MIN PER DAY FOR THE DAIRY USE. THIS CLAIM IS BASED ON THE PRESUMP. CLAUSE IN THE ADJUDICATION STATUTES WHERE A CHANGE IN NATURE OF HAS OCCURED CHANGING THE IRRIG. OF 10 ACRES TO COMMERCIAL USE.

15. Basis of Claim: LICENSE

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

MAR 1 1 1993

TIOS RIAE

A47-07250

p/u
Dirty

well

MICROFILMED
MAR 11 1993

05/19/2006

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

RIGHT NUMBER: 47-7250

NAME AND ADDRESS: KEVIN LORENZO
3849 N 1500 E
BUHL ID 83316

TERESA LORENZO
3849 N 1500 E
BUHL ID 83316

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.340 CFS
50.300 AFY

A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

PRIORITY DATE: 03/07/1974

POINT OF DIVERSION:

T10S R14E S13 NENESE Within TWIN FALLS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.200 CFS 40.00 AFY
COMMERCIAL	01/01 12/31	0.140 CFS 10.30 AFY

PLACE OF USE: IRRIGATION Within TWIN FALLS County

T10S R14E S13 NESE 10.00

COMMERCIAL Within TWIN FALLS County

T10S R14E S13 NESE

10 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.

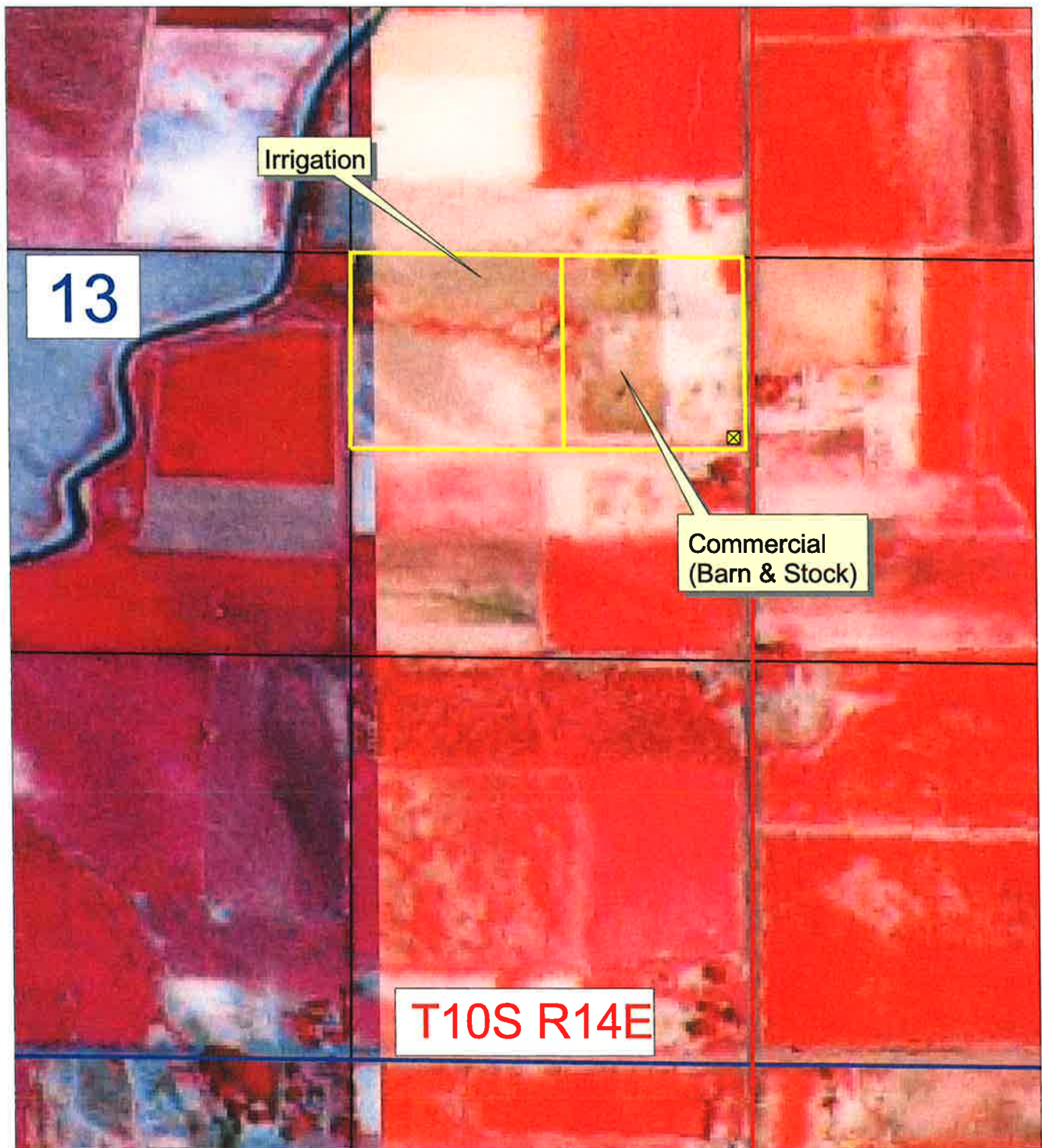
Right includes accomplished change in season of use pursuant to Section 42-1425, Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.

Commercial use includes stock water and use in the dairy barn.

47-7250



400 0 400 Feet

-  Section Lines
-  Quarter/Quarter Lines
-  Place of Use
-  Point(s) of Diversion



47-7250

- GPS & tag well
- Any other wells interconnected?
- # milking cows? 325
 - # gallons per day per cow? N/A
- # non-milking animals? 150
 - # gal per day per cow? N/A
- # gallons/day barn use? N/A
- Any irrigation? Lawn
- May need to file transfer to change irr. to Stock/Commercial: Advise to contact office

GPS

Photo

0725051 - 3

NO TAG

0725051 - 4

NO TAG

0725051 - 5

A0009171



IDWR EXPLANATION

Folder No. 51
Name: Kevin Lourenzo
Claim No. A47-07250
Photo ID # 3, 4, & 5
Tag No. A0009171
GPS ID# 0725051-3, 0725051-4, & 0725051-5

Remarks:

There are three (3) wells on the property.

1. 0725051-3: Closest to the house, used for domestic and lawn watering. No Tag.
2. 0725051-4: Halfway between house and milk barn with water hydrant beside it. No Tag.

The above two wells supply water to the dairy and the drinking water for the cows, also.

There are 325 milking cows.

There are 150 non-milking animals.

Mr. Lourenzo couldn't say how much water in gallons each cow uses, or how much the barn uses.

3. 0725051-5: This well hasn't been used for quite a few years. It use to be used to irrigate the pasture but not now. I informed him that he should file a transfer to change to stock/commercial, he said he would. This well is tagged # A0009171.

Best regards,

Glen Gier

Glen Gier

February 28, 2005

file transfer to
stock/commercial ??

$$(20)(0.02) = 0.4 \text{ cfs}$$
$$(10)(0.02) = 0.2 \text{ cfs}$$
$$475 \text{ cows} = 0.33 \text{ cfs}$$

License
5-7-1974

acres $\Rightarrow$ 20 on license

10 on claim

diversion $\Rightarrow$ 0.34 cfs on both

2 wells
both gpsed

wants to add "commercial" to POU on Claim

prelim. shape
created



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

September 29, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

KEVIN & TERESA LOURENZO
3849 N 1500 E
BUHL ID 83316

Re: SRBA Claim #47-7250

To whom it may concern:

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Carrie Hahn', is written over a light-colored, possibly embossed, circular seal or stamp.

Carrie Hahn
Office Specialist

Enc.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

9/15/2004

Idaho Agricultural Credit Assn
PO BOX 300
AMERICAN FALLS ID 83211

Re: SRBA Claim(s) 47-7250

Dear Sirs:

Pursuant to the Notice of Security Interest that has been submitted to the Department, we have added your organization to the record. Please find the enclosed copies of the computer records of the claim noting the change and a receipt for the fees paid.

Please note that the current owner of the adjudication claim is still listed as Southside Dairy—the previous property owner. I have contacted the Lourenzos, your mortgagors, and informed them that an ownership change is needed from them. They have indicated that they will be in the office by Friday, 9/17, to complete this important step. Upon completion of the ownership change I shall forward a copy of the updated record to you.

Review the printout and if there is an error, or you have any questions, please contact this office.

Sincerely,

Douglas Jones, P.E.
Supervisor
Southern Adjudication Unit

Enc.

47-7250

1) Volume calculation

Well run about 60 min/day for dairy - assumed
to include stock & barn.

$$\begin{aligned} \cancel{60 \text{ min}} * .34 \text{ cfs} * 448.8 \text{ gal per min/cfs} &= 152.6 \text{ gal per min} \\ 152.6 \text{ gpm} * 60 \text{ min/day} * 365 &= 3,341,940 \text{ gal/yr} \\ &= 10.3 \text{ AF} \end{aligned}$$

SCANNED

MAR 1 5 2001

Log for claim 47-07250

Spatial Dynamics LTD

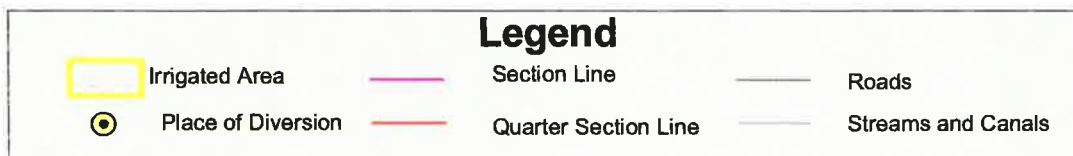
3/26/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
10s14e	13	NESE	10	18	Indiscernible
Totals:			10	18	

462 Jersey cows

Water Right Claim Number 47-07250
Townships , 10S14E, 10S15E

03/26/2001



Water Right Claim Number 47-07250
Townships , 10S14E, 10S15E

03/26/2001



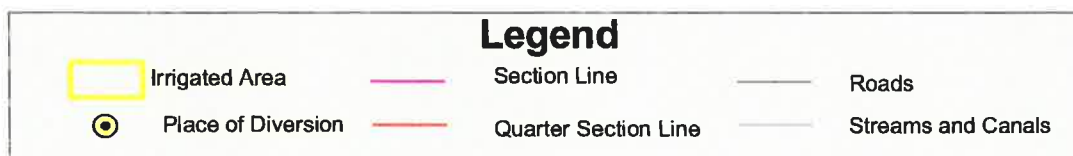
Legend

 Irrigated Area	 Section Line	 Roads
 Place of Diversion	 Quarter Section Line	 Streams and Canals



Water Right Claim Number 47-07250
Townships , 10S14E, 10S15E

03/26/2001



400 0 400 800 Feet



AJ5809NP
No. A47-07250

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

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OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SOUTHSIDE DAIRY RT 1 BOX 60 BUHL ID 83316 (208) 543-4628	03/07/1974	IRRIGATION COMMERCIAL	03-15 11-15 01-01 12-31	0.200 CFS 0.340 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					0.340 CFS	30.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T10S R14E S13 NENESE

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
10S	14E	13	:					:					:					:					:	10.0
TOTAL ACRES																							10.0	

Place of use Legal Description for: COMMERCIAL

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
10S	14E	13	:					:					:					:					:	C

POU County: TWIN FALLS

Non-Irrigation Uses: C/ WASHING & MISC. USES IN 14 STALL DAIRY BARN

Other Rights: NONE

Other Water Rights Listing Overlapping Place(s) of Use:
A01-00209Z1

Conditions of Approval:

- R01 - A measuring device of a type approved by this Department shall
- be maintained as a part of the diverting works.

Remarks: GEN THIS CLAIM IS BASED ON LIC. 47-07250 WHICH WAS FOR IRRIG. OF 20 ACRES. IN 1979 10 ACRES OF CULTIVATED LAND WAS TAKEN OUT OF PRODUCTION AND A DAIRY WAS CONSTRUCTED. THE WELL ORIGINALLY USED FOR IRRIG. IS NOW USED TO IRRIG. THE REMAINING 10 ACRES AND ALSO SUPPLY THE DAIRY BARN USE. THE WELL IS RUN APPROX. 60 MIN PER DAY FOR THE DAIRY USE. THIS CLAIM IS BASED ON THE PRESUMP. CLAUSE IN THE ADJUDICATION STATUTES WHERE A CHANGE IN NATURE OF HAS OCCURED CHANGING THE IRRIG. OF 10 ACRES TO COMMERCIAL USE.

AJ5809NP
No. A47-07250

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

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Dates:	Exam Made Date:	Verified Date:	02/20/1985	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:		
		Presumption Flag:	C	
Audit:	01/06/89 MERRITT	03/30/95 POST-STD		

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 47-7250 Priority March 7, 1974 Amount 0.34 cfs

THIS IS TO CERTIFY, that LUKE V. SONNER, JR.
of Buhl, Idaho, has complied with the terms and conditions of Permit
No. 47-7250 issued pursuant to Application for Permit dated March 7, 1974
and has submitted proof to the Department of Water Resources on July 5, 1974
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.34 cfs of water from a ground water source
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Stockwater	from Jan 1 to Dec. 31	at 0.03 cfs and	1.4 acre feet
Irrigation	from March 15 to Nov. 15	at 0.34 cfs and	80.0 acre feet or
	from _____ to _____	at _____ cfs and	4.0 af per acre

(both dates inclusive)

Subject, however, to the condition that no more than 0.34 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
81.4 acre feet per year, said waters to be diverted within the NE 1/4 of Sec. 13,
Twp. 10 S, Rge. 14 E, B. M. in the County of Twin Falls

Description and location of place of use:

Twp.	Range	Sec.	NEW				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
10 S	14 E	13													X				20

Total number of acres irrigated 20

A measuring device of a type approved by this Department shall be permanently
maintained as part of the diverting works.

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 1 day of
July, 19 75.

Director

RECEIVED

JUL 17 1974

Phone _____
Department of Water Administration
Phone _____ Southern District Office

Phone Southern District Office

3. Water will be used for the following purposes:

Other uses: _____

Permit No. 47-7250

Examination for b/u

4. Total amount to be appropriated:

Max Rate of Diversion .59 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

(2 pts)

Township 10S N/S, Range 14E E/W, B.M., Section 13, Subdivision NE $\frac{1}{4}$ SE $\frac{1}{4}$, Twin Falls County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, _____ County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, _____ County

Other Points of Diversions: _____

Description of diverting works: Well & pump, 8" down 6" 500' deep, 20 hp 6" submersible pump.

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

[illegible]

TOTAL ACREAGE _____ 20 _____

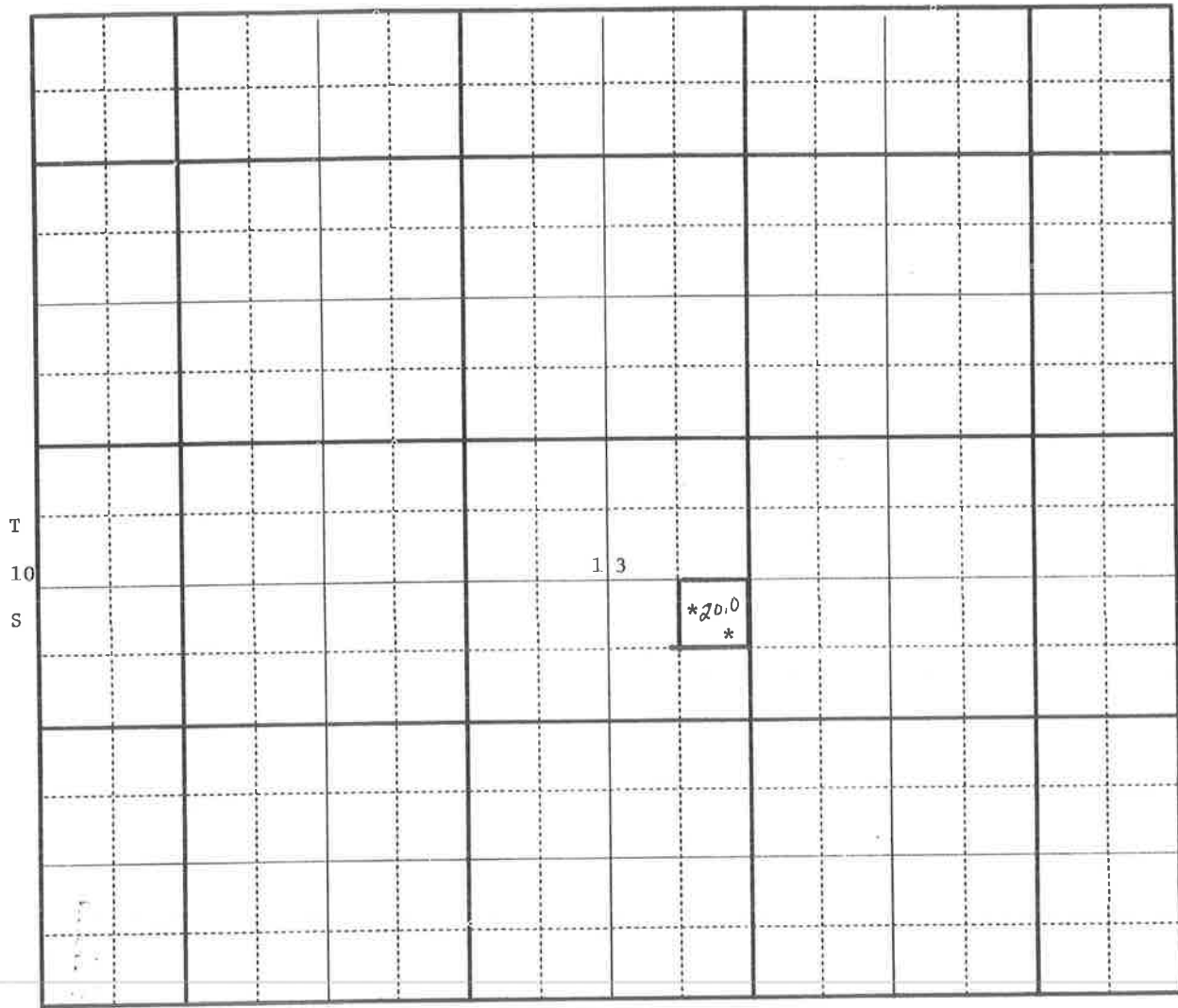
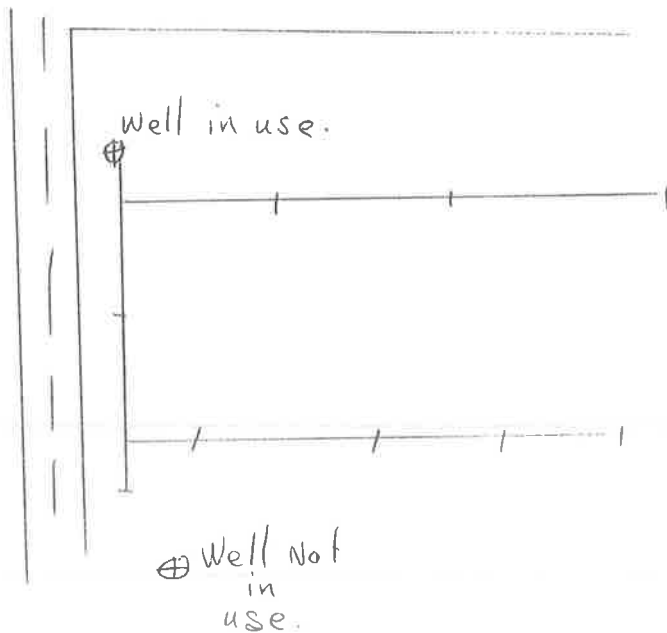


Diagram of System



Proposed Priority 3-7-1974

47-7250

Received by CLF Date 3-7-74 Time 9:30 A.M.
Preliminary check by mls Fee \$ 25.00 (13832)
Receipted by LT Date 3-7-74
Publication prepared by LT Date 3-7-74
Published in Buhl Herald
Publication dates 3-14 & 3-21-74
Publication approved LT Date 3-26-74
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by dr

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 47-7250, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

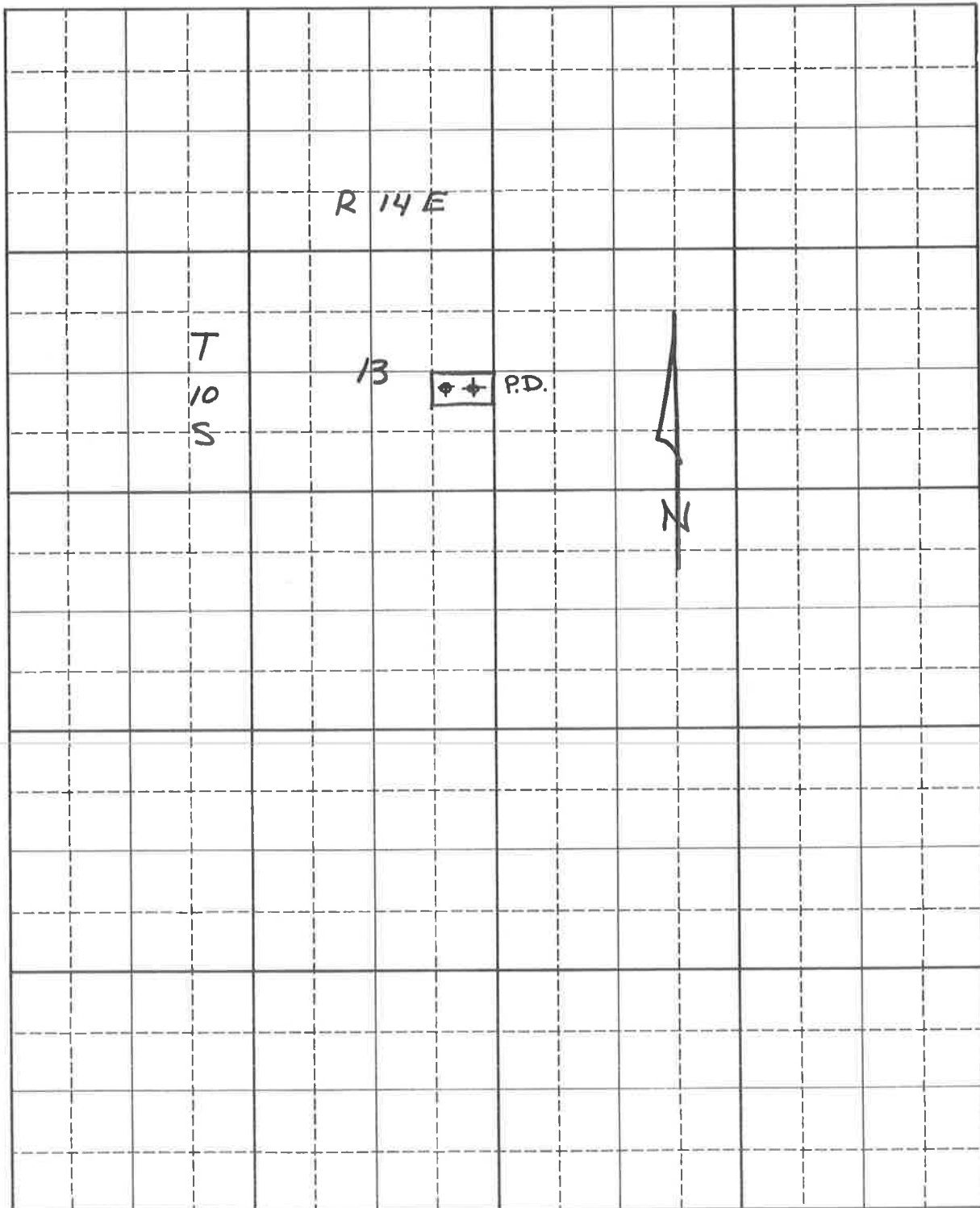
- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before April 1, 19 79.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 4 day of April 19 74.


Director

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



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Robert W. Lawrence, Jr.
(Applicant)

'17-7250

Identification No. _____

Application No. 47-7250

STATE OF IDAHO

LICENSE ISSUED FOR 34 SEC. F1
LICENSE Plate No. _____

DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR PERMIT

To Appropriation the Public Waters of the State of Idaho

(TYPE OR PRINT IN INK)

1. Name of applicant Luke V. Sonner, Jr.
post office address 800 Poplar Street, Buhl, Idaho
2. Source of water supply groundwater (2 wells) which is a tributary of _____
3. a. Location of point of diversion is NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 13 Township 10S
Range 14E B.M. Twin Falls County; additional points of diversion if any: _____
- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount .4 cfs for irrigation purpose from Mar. 15 to Nov. 15 (both dates inclusive)
Amount .16 cfs for domestic purpose from Jan. 1 to Dec. 31 (both dates inclusive)
Amount .03 cfs for livestock purpose from Jan. 1 to Dec. 31 (both dates inclusive)
5. Total quantity to be appropriated:
a. .59 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. well, pump, motor, gravity flow irrigation
b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
c. Proposed well diameter is 6 in. inches; proposed depth of well is 200 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
b. Estimated construction cost is \$ 22,400.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 13 Township 10S
Range 14E B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered 60 head
(4) Name of municipality to be served 4, or number of families to be supplied with domestic water _____
(5) If water is to be used for other purposes describe: _____

47-7250

ACREAGE

USE

MEASUREMENT CALCULATION:

SYSTEM DESCRIPTION:

REMARKS:

Examiner's Signature

Checked by

Approved by

Date _____

T.P. Electric Motor
6776 20Hp

Booster Meter

0644785

150 gal/min.

2 wells only are in use