

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 45-2261
Date Received: 5/25/1989
Receipt No: S007335
Received By: *address change*

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

1. Name of Claimant(s)

KARLENE HARDY
1818 S 500 W
OAKLEY ID USA 83346

Phone: (208) 678-3681

RANDY L HARDY
1818 S 500 W
OAKLEY ID USA 83346

Phone: (208) 862-3681

2. Date of Priority: 06/19/1948

3. Source: GROUND WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
13S	22E	21	SE SE SW	CASSIA	

5. Description of diverting works:

20"X 50' WELL & PUMP TO DITCHES FOR FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	1.5	

7. Total Quantity Appropriated is:

1.5 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
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*Randy's cell
431-3680
Karlene's cell
431-3681*



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

DIRK KEMPTHORNE
GOVERNOR

KARL J DREHER
DIRECTOR

CHANGE IN ADDRESS

RECEIVED
MAY 28 2002
Department of Water Resources
Southern Region

☐ Water Right Number(s):

45-2261 & 45-4205

☐ Old Mailing Address:

☒ New Mailing Address:

1818 South 500 West
Oakley, ID 83346

☐ New Telephone Number: ()

☒ Signature of Claimant(s):

R. J. Kelly

Date:

5-19-02

FOR IDWR USE ONLY

Initial Review and Data Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data Entry

Date: By:



WELLS FARGO BANK NORTHWEST, N.A.

RECEIVED

OCT 29 2001

Department of Water Resources

NOTICE
OF
ASSIGNMENT

DATE: October 18, 2001

TO: Idaho Department of Water Resources
Address: Adjudication Bureau, Technical Support
1301 North Orchard Street
Boise, Idaho 83720-0098

You are hereby notified that Randy L. Hardy and Karlene Hardy ("Owner") has, as of this date, granted collateral for a loan from **WELLS FARGO BANK NORTHWEST, N.A.** ("Bank") and have assigned their rights, title and interest in water rights permit #45-2261 to the Bank. This assignment is given to secure a Promissory Note of even date, and is identified on the records of the Bank in the name of Hardy Farms, Inc.

Please file this notice with your records of the above numbered water rights permit and direct a copy of any notice which might adversely affect the water rights thereunder to **WELLS FARGO BANK NORTHWEST, N.A.**

Date: October 18, 2001

WELLS FARGO BANK NORTHWEST, N.A.
FARMER MAC DEPARTMENT
102 MAIN AVENUE SOUTH, P.O. BOX 7
MAC #U1828-011
TWIN FALLS, ID 83303-0007

By: Gary L. Rainsdon
Authorized Officer *ae*

ACKNOWLEDGEMENT AND CONSENT OF COMPANY

Receipt of Notice of Assignment, of which this is a copy, is hereby acknowledged. Company consents to the assignment of the permit to the Bank and agrees to the transfer of water rights to Bank, or other party designated by Bank.

Date: 11/05/01

By: [Signature]

RECEIVED

NOV 20 2001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

Notice of Security Interest in a Water Right**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): # 45-2261
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
Wells Fargo Bank Northwest NA
102 Main Ave. So., P.O. Box 7
Twin Falls, ID 83303
4. Name of Water Right Owner/Claimant(s) Randy L. & Karlene Hardy
5. Expiration Date of Notification Period 01-01-2016
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Anthony L. Kewan
Vice President

For Office Use OnlyReceived by J. Thomas
Received by J. Thomas
Processed by J. ThomasDate 11-20-01
Date 11-20-01
Date 11-20-01Fee \$25.00Receipt No. 2057972

WR _____ Date _____

\$

EXHIBIT A
WELLS FARGO BANK NORTHWEST, N.A.
Real Estate Schedule

REAL ESTATE DESCRIPTION:

PARCEL NO. 1:

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 21: E $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21;
Thence West 205 feet;
Thence North 274 feet;
Thence East 205 feet;
Thence South 274 feet to THE POINT OF BEGINNING.

Tract No. 2:

Beginning at the Northeast corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 21;
Thence 295 feet South;
Thence 295 feet West;
Thence 295 feet North;
Thence 295 feet East, to the Point of Beginning.

EXCEPTING THEREFROM that portion deeded to the State of Idaho for a right-of-way for public highway.

PARCEL NO. 2:

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 29: Part of the E $\frac{1}{2}$, described as follows:

Those portions of the abandoned Oakley Branch right-of-way of the Oregon Short Line Railroad, as formerly constructed and operated, more particularly described As follows:

- A. All that part of the said railroad right-of-way located in the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 29.
- B. All that part of the said railroad right-of-way located in the S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 29 which lies West of the centerline of said railroad right-of-way.
- C. All that part of the said railroad right-of-way located in the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 29 which lies East of the centerline of said railroad right-of-way.
- D. All that part of the said railroad right-of-way located in the N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 29 which lies West of the centerline of said railroad right-of-way.

PARCEL NO. 3:

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 29: NE $\frac{1}{4}$, EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of said Section 29, thence South along the East section line for 250 feet to the True Point of Beginning;
Thence West 250 feet;
Thence South parallel with the East section line for 400 feet;
Thence East 250 feet to a point on the East Section Line;
Thence North along the East section line for 400 feet to the True Point of Beginning.

-CONTINUED-

Tract No. 2:

Commencing at the Northeast corner of said Section 29;
Thence West 250 feet;
Thence South 250 feet;
Thence East 250 feet;
Thence North 250 feet to the Point of Beginning.

Tract No. 3:

Beginning at a point 30 feet North of the Southeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29,
which point shall be known as The True Point of Beginning;
Thence North for 220 feet to a point;
Thence West for 473 feet to a point;
Thence Southwesterly for 255.5 feet more or less to a point that is 603 feet West of the True
Point of Beginning;
Thence East for 603 feet to the True Point of Beginning.

Tract No. 4:

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

ALSO EXCEPTING THEREFROM the railroad right-of-way.

PARCEL NO. 4:

TOWNSHIP 13 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 29: That portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ that lies East of the Railroad right-of-way.

SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ and that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the
Oregon Short Line Railroad right-of-way.

N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, SAVE AND EXCEPTING the railroad right-of-way.

That portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ that lies West of the Railroad right-of-way.

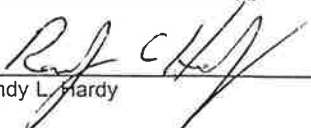
TOGETHER WITH ALL WATER AND WATER RIGHTS, WELL AND WELL RIGHTS, DITCH AND DITCH RIGHTS,
INCLUDING BUT NOT LIMITED TO THE FOLLOWING, WHETHER ANY OF THE FOLLOWING IS OWNED NOW OR
ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS AND SUBSTITUTIONS RELATING TO ANY
OF THE FOLLOWING (INCLUDING INSURANCE, GENERAL INTANGIBLES AND ACCOUNTS PROCEEDS):

License—Idaho Department of Water Resources No. 45-2261 for 1.500 CFS

Oakley Canal Company Water Stock Certificates, a total of 539.76 shares:

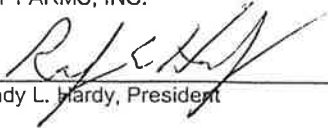
Certificate No. 3038 for 140.94 shares
Certificate No. 3265 for 42.08 shares
Certificate No. 3272 for 80.00 shares
Certificate No. 3544 for 100.00 shares
Certificate No. 3194 for 176.74 shares (or as may be reissued)

MORTGAGOR/BORROWER:


Randy L. Hardy


Karlene Hardy

HARDY FARMS, INC.

By: 
Randy L. Hardy, President

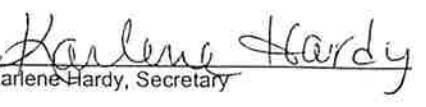
By: 
Karlene Hardy, Secretary

EXHIBIT B
WELLS FARGO BANK NORTHWEST, N.A.
Equipment, Fixtures, and other Collateral Schedule
to Mortgage, Commercial Security Agreement,
UCC and Fixture Filing

All sprinkler and other irrigation equipment and fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, located on the real estate described on Exhibit A, whether any of the foregoing is owned now or acquired later, all accessions additions, replacements and substitutions relating to any of the foregoing including but not limited to the following:

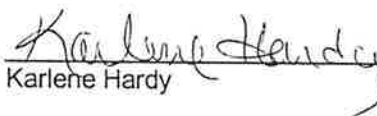
IRRIGATION EQUIPMENT AND FIXTURES:

1987 Valley center pivot irrigation system Model 6000 Serial No. 50735
1990 Valley center pivot irrigation system Model 6000 Serial No. 58792
Gifford Hill Pilot center pivot irrigation system Serial No. unknown
Cornell pump Serial No. unknown, with 40 HP electric motor Serial No. unknown
Vertline pump Serial No. 700942, with 40 HP electric motor Serial No. RR547-00-170
Vertline pump Serial No. 7771-676, with 50 HP electric motor Serial No. DTJ401319
4 Wheelines
125 joints of handline
3960 feet 10" PVC buried mainline
1320 feet 8" PVC buried mainline
10460 feet 6" PVC buried mainline
¼ mile steel buried mainline

MORTGAGOR/BORROWER:

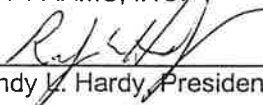


Randy L. Hardy

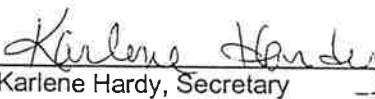


Karlene Hardy

HARDY FARMS, INC.

By: 

Randy L. Hardy, President

By: 

Karlene Hardy, Secretary

277719

RECORDATION REQUESTED BY:

WELLS FARGO BANK NORTHWEST, N.A.
102 MAIN AVENUE SOUTH, P.O. BOX 7
MAC #U1828-011
TWIN FALLS, ID 83303-0007

WHEN RECORDED MAIL TO:

WELLS FARGO BANK NORTHWEST, N.A.
Attn: BBG-Boise Loan Operations Center MAC# U1851-015
P.O. Box 8203
Boise, ID 83707-2203

RECORDED IN THE REQUEST OF
LAND TITLE & ESCROW
01 OCT 18 PM 2 31

CASSIA COUNTY, IDAHO
DARRELL H. ROSKELLEY
RECORDER
FEE \$7.00 DEPUTY *[Signature]*

277719

34575

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



FA209

MORTGAGE

THIS MORTGAGE IS DATED OCTOBER 18, 2001, between Randy L. Hardy and Karlene Hardy, also shown of record as Randy Lloyd Hardy and Karlene Hardy, husband and wife, whose address is 1818 South 500 West, Oakley, ID 83346 (referred to below as "Grantor"); and WELLS FARGO BANK NORTHWEST, N.A., whose address is 102 MAIN AVENUE SOUTH, P.O. BOX 7, MAC #U1828-011, TWIN FALLS, ID 83303-0007 (referred to below as "Lender").

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

See attached Exhibit A

THIS IS ALSO A FIXTURE FILING AND IS TO BE RECORDED IN THE REAL ESTATE RECORDS (see attached Exhibit B)

The Real Property or its address is commonly known as 1818 South 500 West, Oakley, ID 83346. The Real Property tax identification number is RP13S22E214825A as to Parcel 1; RP13S22E290626A as to Parcel 2; FP13S22E290025A as to Parcel 3; RP13S22E290450A as to part of Parcel 3.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Hardy Farms, Inc.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means WELLS FARGO BANK NORTHWEST, N.A., its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated October 18, 2001, in the original principal amount of \$330,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 1, 2016. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the

provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

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

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

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request, with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business

interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

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

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

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

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

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

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

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statement: take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or

reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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

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

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

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

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

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

Compliance Default. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

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

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

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

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

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

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

Insecurity. Lender in good faith deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within twenty (20) days; or (b) if the cure requires more than twenty (20) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter but subject to any limitation in the Note or any limitation in this Mortgage, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

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

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

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

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

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

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

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property

sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

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

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

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

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

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Idaho. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

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

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

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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

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

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

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

ADDITIONAL COVENANTS. Borrower shall provide Lender with financial statements annually, within thirty days after Borrower's fiscal year end, and copies of tax returns after 45 days of filing. Borrower agrees to assist Lender with the annual on-farm inspections. Interim statements shall be provided within 45 days after the end of each such interim period.

ADDITIONAL WATER RIGHTS COVENANTS. Together with all water and water rights, ditch and ditch rights, etc. not owned or hereafter acquired, in whatever manner and identified by whatever document, including substitution, amendments or replacements to such documentation in any form or manner including, but not limited to, the following: Decreed Water - Idaho Department of Water Resources - Surface water - through Oakley Canal Company. Water License #45-2261 for 1,500 CFS.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

LIMITS ON USE OF PROCEEDS, MISC. LOAN REQUIREMENTS OR OTHER CONDITIONS. Borrower will also be in default if any of the following happens: (a) Borrower fails to comply with any Farm Service Agency requirement related to this Loan; and (b) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR PART 1940. SUBPART G, EXHIBIT M.

Borrower further agrees that prior to loss of the exemption from the highly erodible land conservation restriction found in 7 CFR Part 12, Borrower must demonstrate that conservation plan on the land which has been determined to be highly erodible prior to 1990, or two years after the Soil Conservation Service has completed a soil survey for that land, whichever is later. Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production after that date of an agricultural commodity on highly erodible land will be done in compliance with an approved Natural Resources Conservation Service conservation system.

ADDITIONAL RIGHTS AND REMEDIES ON DEFAULT. Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

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

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

GRANTOR:

X Randy L. Hardy
Randy L. HardyX Karlene Hardy
Karlene Hardy

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Cassia)

On this 18th day of October, in the year 2001, before me the undersigned, a notary public in and for the State of Idaho, personally appeared Randy L. Hardy, known or identified to me (or proved to me on the oath of he or she executed the same.

Terri McBride
Notary Public for IdahoMy commission expires 2/5/2002

Residing at

Rupert
Terri McBride
Notary Public
State of Idaho

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Cassia)

On this 18th day of October, in the year 20 01, before me the undersigned, a notary public in and for the State of Idaho, personally appeared Karlene Hardy, known or identified to me (or proved to me on the oath of he or she executed the same.

Terri McBride
Notary Public for IdahoMy commission expires 2/5/2002

Residing at

RupertTerri McBride
Notary Public
State of Idaho

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: **A45-02261**
Date Received: 5/25/1989
Receipt No: S007335
Received By: _____

Change of Owner

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

1. Name: RANDY L. HARDY 208-862-3681
Address: RT 1 BOX 28-A
OAKLEY ID 83346

Name: KARLENE HARDY 208-862-3681
Address: RT 1 BOX 28-A
OAKLEY ID 83346

2. Date of Priority: JUN 19, 1948

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13S	22E	21	SE	SE	SW		CASSIA

5. Description of diverting works:
20"X 50' WELL & PUMP TO DITCHES FOR FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.500		

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

8. Total consumptive use is 231.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
13S	22E	21	NE	SW	IRR	40.0
			SE	SW	IRR	37.0
Section Acres						77.0
Total Acres						77.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
SHARES IN OAKLEY CANAL CO.

14. Remarks:

PUMP PRESENTLY REMOVED; WILL BE REPLACED IN FUTURE.

|||

CHANGE OF OWNERSHIP: BY QUITCLAIM DEED FOR GROUNDWATER FROM
PICKETTS TO HARDYS; DATED 5/10/1990; ON FILE. RECEIVED 2/10/93
RVW

15. Basis of Claim: LICENSE

Water Right Number: 20506

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

FEB 10 1993

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 13 South Range 22 E
Section 21, 1/4 of East 1/2 1/4 of SW 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet.

Department of Water Resources
Southern Region Office

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system; owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) 45-02261
Assigned by IDWR: _____
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Don J and Patricia Ann Pickett
Marion Road
Oakley, Idaho 83346
- ☐ New Owner/Claimant (Purchaser): Randy L. and Karlene Hardy
- ☐ New Mailing Address: Route 1 Box 28-A
Oakley, Idaho 83346
- ☐ New Telephone Number: (208) 862 - 3681
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: Quit claim deed for Groundwater

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) Randy L Hardy Date 2-9-93
Karlene Hardy Date 2-9-93
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

MICROFILMED

MAR 08 1993

207515

RECEIVED

QUITCLAIM DEED FOR GROUNDWATER

FEB 10 1993

Department of Water Resources
Southern Region Office

THIS INDENTURE, made this 10th day of May 1990, by and between the DON F. PICKETT and PATRICIA ANN PICKETT, husband and wife, residing at Route 1, Box 80-B, Oakley, Cassia County, Idaho, 83346 (hereinafter the "Grantor"), and RANDY L. HARDY and KARLENE HARDY, husband and wife, of Route 1 Box 28-A, Oakley, Cassia County, Idaho, 83346 (hereinafter the "Grantee").

W I T N E S S E T H:

The said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee and to the heirs and assigns of Grantee all their right, title and interest in that groundwater right described as follows:

License of Water Right No. 45-02261, as the same is on record in the office of Idaho Department of Water Resources, bearing a priority date of June 19, 1948 and providing for the appropriation of 1.5 cubic feet per second (c.f.s.) of groundwater diverted from the Northeast Quarter of the Southwest Quarter of Section 21, Township 13 South, Range 22 East, B.M., for irrigation use on the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, Section 21, Township 13 South, Range 22 East, B.M.

TO HAVE AND TO HOLD the above mentioned property unto the Grantee, his successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim deed the day and year first above written.

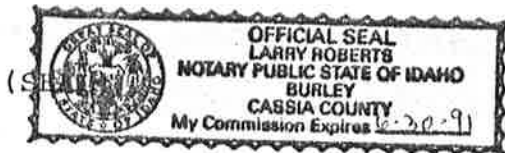
Don F. Pickett
DON F. PICKETT

Patricia Ann Pickett
PATRICIA ANN PICKETT

STATE OF IDAHO)
) ss.
County of Cassia)

On this 10th day of May, in the year 1990, before me, a notary public in and for said State, personally appeared DON F. PICKETT and PATRICIA ANN PICKETT, 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 first above written.



Larry Roberts
Notary Public for Idaho
Residing at: Burley, Idaho
My Commission Expires: 6-30-91

RECORDED AT THE CLERK'S OFFICE
LAND TITLE & ESCROW
FEB 11 1 24 PM '90
CASSIA COUNTY, IDAHO
FRANK W. KEARNS
RECORDED
FEE \$60.00
LAND TITLE & ESCROW

207515

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: A45-02261
Date Received: 5/25/1989
Receipt No: 500735
Received By: TD

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DON F. PICKETT 208-862-3327
Address: RT. 1 BOX 80
OAKLEY, ID 83346

2. Date of Priority: JUN 19, 1948

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13S	22E	21	SE	SE	SW		CASSIA

5. Description of diverting works:
20"X 50' WELL & PUMP TO DITCHES FOR FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.500		

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

8. Total consumptive use is 231.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13S	22E	21	NE	SW		IRR	40.0
			SE	SW		IRR	37.0
Section Acres							77.0

10. Place of Use: Continued

Total Acres 77.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
 SHARES IN OAKLEY CANAL CO.

14. Remarks:
 PUMP PRESENTLY REMOVED; WILL BE REPLACED IN FUTURE.

15. Basis of Claim: LICENSE
 Water Right Number: 20506

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): Don J. Pickell Date: May 25, 1989
Date:

State of Idaho)
County of PL) SS.

Subscribed and sworn (or affirmed) before me this 25 th day

of May 19 89

Lois White
Notary Public

Seal

Residing at PL

My Commission Expires 5/94

VERIFIED BY *X 4/21/04*
04/21/2004

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

RIGHT NUMBER: 45-2261
NAME AND ADDRESS: KARLENE HARDY
1818 S 500 W
OAKLEY ID 83346

RANDY L HARDY
1818 S 500 W
OAKLEY ID 83346

SOURCE: GROUND WATER
QUANTITY: 1.500 CFS
308.000 AFY
PRIORITY DATE: 06/19/1948
POINT OF DIVERSION:

TRIBUTARY:

T13S R22E S21 SESESW Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.500 CFS

PLACE OF USE: IRRIGATION Within CASSIA County

T13S R22E S21	NESW	40.0	T13S R22E S21	SESW	37.0
---------------	------	------	---------------	------	------

77 ACRES TOTAL

USE OF THIS RIGHT WITH OAKLEY CANAL SHARES IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 77 ACRES IN A SINGLE IRRIGATION
SEASON.

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

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

EXPLANATORY MATERIAL: License

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

Robertson, Jean

From: Baxter, Garrick
Sent: Tuesday, July 09, 2002 2:15 PM
To: Robertson, Jean
Subject: RE: 45-2261 & 45-4205??

Hi Jeanie,

Randy Hardy
Regarding 45-2261: I talked to Carter about this one. He said he had a similar one in Basin 43. He suggested a slight modification of the condition. He suggested doing something like: "Use of this right when combined with water from Oakley Canal Co. is limited to the irrigation of ** acres in a single irrigation season." That way, we don't get into the issue of which water right is supplemental or primary. Do we have a standard comment that can be modified to add the Oakley Canal Co. language?

Still working on 45-4205.

Garrick

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

From: Robertson, Jean
Sent: Monday, June 24, 2002 2:18 PM
To: Baxter, Garrick
Subject: 45-2261 & 45-4205??

Hi Garrick,

A couple of questions for you...

45-2261 mentioned the well was "supplemental" in the permit and in the final license. There are canal shares on the property. Besides the S21 Condition: **USE OF THIS RIGHT IS COMBINED WITH WATER FROM OAKLEY CANAL CO.** should or can we condition it and others to say they must use their canal shares first or something? I think they are considering selling off the well and keeping the canal shares on the property.

45-4205 is a beneficial use right and the claimant stated that he hasn't used the well in years (like 1992) because it is dry. We are aiming to recommend the right at this point but I told him if he tried to sell it and transfer the ground water off, the department would be looking at it's last five years of use. We were just wondering about any language we might want to be including for wells on land also served by canal companies?

Thanks, Jeanie

Robertson, Jean

From: Baxter, Garrick
Sent: Tuesday, July 09, 2002 2:27 PM
To: Robertson, Jean
Subject: RE: 45-2261 & 45-4205??

Hi again Jeanie,

Randy Hardy

Can you clarify for me your question on 45-4205? Are you thinking about language regarding the potential forfeiture?

Thanks,
Garrick

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

From: Robertson, Jean
Sent: Monday, June 24, 2002 2:18 PM
To: Baxter, Garrick
Subject: 45-2261 & 45-4205??

Hi Garrick,

A couple of questions for you...

45-2261 mentioned the well was "supplemental" in the permit and in the final license. There are canal shares on the property. Besides the S21 Condition: **USE OF THIS RIGHT IS COMBINED WITH WATER FROM OAKLEY CANAL CO.** should or can we condition it and others to say they must use their canal shares first or something? I think they are considering selling off the well and keeping the canal shares on the property.

45-4205 is a beneficial use right and the claimant stated that he hasn't used the well in years (like 1992) because it is dry. We are aiming to recommend the right at this point but I told him if he tried to sell it and transfer the ground water off, the department would be looking at it's last five years of use. We were just wondering about any language we might want to be including for wells on land also served by canal companies?

Thanks, Jeanie

VERIFIED BY *R* 6/24/02
06/24/2002

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

RIGHT NUMBER: 45-2261
NAME AND ADDRESS: KARLENE HARDY
1818 S 500 W
OAKLEY ID 83346

RANDY L HARDY
1818 S 500 W
OAKLEY ID 83346

SOURCE: GROUND WATER
QUANTITY: 1.50 CFS
308.0 AFY
PRIORITY DATE: 06/19/1948
POINT OF DIVERSION:

TRIBUTARY:

T13S R22E S21 SESESW Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	1.500 CFS

PLACE OF USE: IRRIGATION Within CASSIA County

T13S R22E S21	NESW	40.0	T13S R22E S21	SESW	37.0
---------------	------	------	---------------	------	------

77 ACRES TOTAL

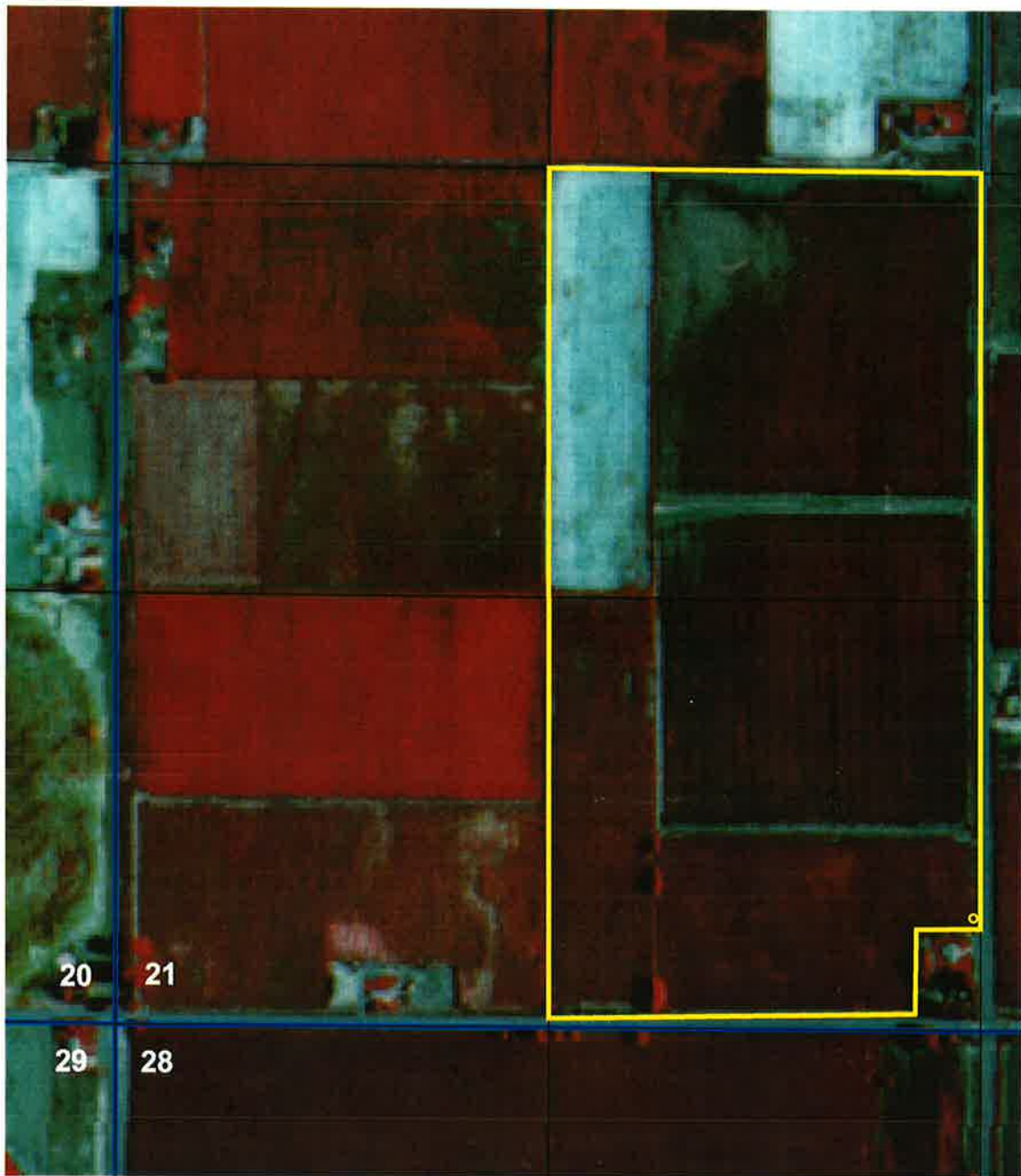
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

EXPLANATORY MATERIAL: License

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

45-2261



0 1320 2640 Feet

RECOMMENDED PLACE OF USE
DATA ENTRY ON MAY 16, 2002
TWP 13S, RNG 22E, SEC. 21



- Point of diversion
- Place of use
- Quarter-quarter lines
- Section lines

Gis Place of Use Presentation
1987/1988 Napp Photography
Prepared by Jeanie Robertson

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 45-2261 V1

WATER RIGHT NUMBER: 45-2261 V1

<u>Owner Type</u>	<u>Name and Address</u>
Security Interest	WELLS FARGO BANK NORTHWEST NA FARMER MAC DEPT PO BOX 7 MAC #U1828-011 TWIN FALLS, ID 83303-0007
Current Owner	KARLENE HARDY 1818 S 500 W OAKLEY, ID 83346 (208)678-3681
Original Owner	DON F PICKETT RT 1 BOX 80 OAKLEY, ID 83346 (208)862-3327
Current Owner	RANDY L HARDY 1818 S 500 W OAKLEY, ID 83346 (208)862-3681

Priority Date: 06/19/1948

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	03/15 to 11/15	1.500 CFS	
	<u>Total Diversion:</u>	1.500 CFS	308.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4SE1/4SW1/4	Sec. 21, Twp 13S, Rge 22E, B.M.
CASSIA 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	
13S	22E	21																	77.0
											40.0						37.0		

Total Acres: 77

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 45-2261 V1

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. S21 USE OF THIS RIGHT IS COMBINED WITH WATER FROM OAKLEY CANAL CO.

Remarks:Comments:

1. jroberts 5/16/2002 Basis of Recommendation

Comment: Recommended as claimed and licensed, adding Volume and Condition S21 (Oakley Canal Shares).

Claimant states this well is supplemental to canal shares and sometimes is not used at all. It apparently has not been used for several years.

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

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Priority Date	5/16/2002 9:48:31 AM	jroberts			Active
POD	5/16/2002 9:49:21 AM	jroberts			Active
Source	5/16/2002 9:54:12 AM	jroberts			Active
POU	5/16/2002 9:55:24 AM	jroberts			Active
Use	5/16/2002 10:02:07 AM	jroberts			Active
Season	5/16/2002 10:03:14 AM	jroberts			Active
Quantity	5/16/2002 10:31:45 AM	jroberts			Active
Summary			05/16/2002	jroberts	Active
Summary			06/24/2002	jroberts	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 45-2261 V1

Summary	6/24/2002 9:50:10 AM	jroberts	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (Yes) 5. Is an additional remark and/or condition required? (Yes) 6. Would you like to view the recommended right? (No) 7. Is this a split or combined right? (No) 8. Do you have documents you would like to attach or link to the file? (Yes) 9. Would you like to set the verification date?
Summary	5/16/2002 11:18:11 AM	jroberts	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (Yes) 5. Is an additional remark and/or condition required? (Yes) 6. Would you like to view the recommended right? (No) 7. Is this a split or combined right? (No) 8. Do you have documents you would like to attach or link to the file? (No) 9. Would you like to set the verification date?
Priority Date	5/16/2002 9:48:32 AM	jroberts	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POD	5/16/2002 9:49:22 AM	jroberts	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
POD	5/16/2002 9:53:17 AM	jroberts	Edited point location
POD	5/16/2002 9:53:36 AM	jroberts	Edited PLS
Source	5/16/2002 9:54:13 AM	jroberts	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 45-2261 V1

POU	5/16/2002 9:55:25 AM	jroberts	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
POU	5/16/2002 10:01:07 AM	jroberts	Edited shape boundary
POU	5/16/2002 10:01:25 AM	jroberts	Edited PLS
Use	5/16/2002 10:02:07 AM	jroberts	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Season	5/16/2002 10:03:15 AM	jroberts	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
POD	5/16/2002 10:31:46 AM	jroberts	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (Yes) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? (No) 12. Is a Quantity remark or condition required? Description for Question 10 - 77 ac X 4 AF/ac = 308 AFA



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

May 16, 2002

RANDY & KARLENE HARDY
1818 S 500 W
OAKLEY ID 83346

RE: ADDRESS CHANGE 45-2261 & 45-4205

Dear Mr. & Mrs. Hardy,

Enclosed is the address update form I mentioned during our phone conversation. Please fill it out, sign, date and return to me in the enclosed envelope.

I also have a few questions on your claim in Section 29 (45-04205). This claim is based on **Beneficial Use** instead of a License. This means that the elements of the right were never officially "**proved up on**", and that is what I must attempt to do now. There is some evidence in the file which seems to validate the claimed priority date of June 19, 1948, but I will also need some evidence on the **historical pumping capacity of the well**, like well logs, pump tests, etc. The original claim that was filed in 1983 was for 110 acres but the claim that you filed in 1989 was for 213 acres. You will need to file what we call an **Expansion Claim** for the additional acres above the original 110. These acres will have a later priority date, with no additional diversion rate.

I realize this all may be a little confusing. Perhaps if you are planning a trip to Twin, it may be best to call and set up an appointment so we can go over this. Feel free to give me a call if you have any questions.

Sincerely,

Jeanie Robertson
Sr. Water Resource Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

November 6, 2001

WELLS FARGO BANK NORTHWEST NA
FARMER MAC DEPARTMENT
PO BOX 7
TWIN FALLS ID 83303-0007

Re: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #45-2261

We are in receipt of your Notice of Assignment for Permit #45-2261. Before we can proceed, however, we need your assistance.

Adjudication Notice of Claim to a Water Right is in the names of Randy L. and Karlene Hardy. If you now hold a lien on their property, we require a \$25.00 filing fee and a date the lien is released before we can add your name as Security Owner. Please see photocopy of Idaho Code 42-248 enclosed. Meanwhile, we have added you as Representative, which means you will also receive any notice from the Department when the Director's Report (I.C. 42-1411) is filed with the SRBA Court and sent to Randy L. and Karlene Hardy until we receive written notice to remove your name.

Enclosed is the Acknowledgement and Consent of Company for your files. Please call me toll-free at 1/800-451-4129 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald V. Shaff', written over a horizontal line.

Donald V. Shaff
Manager
Adjudication Technical Section

DVS:ss:region

Enclosures:

Copy of Idaho Code 42-248

Signed Acknowledgement and Consent of Company

Wells Fargo Bank Northwest, N.A.
102 Main Avenue South
P.O. Box 7
Twin Falls, ID 83303-0007
208 736-1437
208 736-1260 Fax

RECEIVED

NOV 19 2001

Department of Water Resources

WELLS
FARGO

November 13, 2001

cc: W.A.

State of Idaho
Department of Water Resources
1301 North Orchard Street, P.O. Box 83720
Boise, ID 83720-0098

RECEIVED

NOV 30 2001

Department of Water Resources
Southern Region

Attention: Donald V. Shaff

Re: Notice of Claim to a Water Right #45-2261
Randy L. and Karlene Hardy

Dear Mr. Shaff:

Thank you for your letter of 11-06-01 with instructions for filing a Notice of Security Interest in a Water Right.

I have enclosed the following:

1. Notice of Security Interest in a Water Right (Form 42-248(6) July, 2000 taken from the Internet)—Completed and signed
2. Evidence of security interest—Copy of recorded Mortgage dated 10-18-2001
3. Official Check—No.0605902474 for \$25.00 for filing fee
4. Stamped, self-addressed envelope—For your convenience in returning a receipt.

The instruction sheet said I should send the completed form to the IDWR office nearest me, which would be Twin Falls. But I felt I should follow through with you, as you were kind enough to help.

If you require anything further, please feel free to get in touch with me. Your assistance is greatly appreciated.

Sincerely,

Alice Ellis

Alice Ellis
Loan Documentation Rep
Wells Fargo Bank Northwest, N.A.
Farmer Mac Department
102 Main Avenue South, P.O. Box 7
Twin Falls, ID 83303

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

November 6, 2001

WELLS FARGO BANK NORTHWEST NA
FARMER MAC DEPARTMENT
PO BOX 7
TWIN FALLS ID 83303-0007

Re: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #45-2261

We are in receipt of your Notice of Assignment for Permit #45-2261. Before we can proceed, however, we need your assistance.

Adjudication Notice of Claim to a Water Right is in the names of Randy L. and Karlene Hardy. If you now hold a lien on their property, we require a \$25.00 filing fee and a date the lien is released before we can add your name as Security Owner. Please see photocopy of Idaho Code 42-248 enclosed. Meanwhile, we have added you as Representative, which means you will also receive any notice from the Department when the Director's Report (I.C. 42-1411) is filed with the SRBA Court and sent to Randy L. and Karlene Hardy until we receive written notice to remove your name.

Enclosed is the Acknowledgement and Consent of Company for your files. Please call me toll-free at 1/800-451-4129 if you have any questions or concerns.

Sincerely,

Donald V. Shaff
Manager
Adjudication Technical Section

DVS:ss:region

Enclosures:

Copy of Idaho Code 42-248

Signed Acknowledgement and Consent of Company

of water resources prior to June 30, 2000, and for which a claim to water right, with current ownership and mailing address, is not on file with the department of water resources in the Snake River Basin Adjudication, Twin Falls Civil Case No. 39576, shall verify with the department that the ownership and mailing address information in the department's records is correct. Any incorrect ownership or mailing address shall be corrected by the owner or claimant of the water right by July 1, 2002, using forms acceptable to the director. Any mailing address or ownership corrections required by this subsection received by the department of water resources after July 1, 2002, shall be subject to the late filing fee described in subsection (1) of this section. The director may waive the late filing fee or a portion thereof for good cause.

(3) The director of the department of water resources will be deemed to have provided notice concerning any action by the director affecting a water right or claim if a notice of the action is mailed to the address and owner of the water right shown in the records of the department of water resources at the time of mailing the notice.

(4) Compliance with section 42-1409(6), Idaho Code, shall be deemed to be compliance with this section. The filing of an application to change a water right under the provisions of section 42-211 or section 42-222, Idaho Code, showing a change in address of the owner of the right, and accompanied by evidence documenting any change in ownership of the water right, shall be deemed compliance with this section.

(5) A filing fee of twenty-five dollars (\$25.00) per right shall accompany a notice of change of ownership of a water right, provided that the fee shall be one hundred dollars (\$100) per right if a request is made to change the department's records to reflect a division in the ownership of the water right resulting from a division in the ownership of the place of use under the water right. A notice of change of ownership of all or part of a water right shall be accompanied by evidence showing the basis for the change in ownership, and how the right is divided if the change divides the right among multiple owners.

(6) Any person having a security interest in a water right and desiring to be notified by the department regarding the filing of a change in ownership of that water right or of any proposed or final action to amend, transfer or otherwise modify that water right shall make the request upon a form provided by the department accompanied by a fee of twenty-five dollars (\$25.00) per right. The request shall be accompanied by evidence of the security interest including the expiration date of the security interest or other date defining the end of the period for which notification is requested. The request for notification shall expire at the end of the requested notification period unless renewed on a form provided by the department and accompanied by a renewal fee of twenty-five dollars (\$25.00) per right. The holder of a security interest requesting notification under this subsection shall provide notice to the department within sixty (60) days if the security interest is terminated prior to the end of the requested notification period. [I.C., § 42-248, as added by 1996, ch. 149, § 1, p. 487; am. 2000, ch. 313, § 1, p. 1052.]

APPROPRIATION OF WAT

SECTION.

42-351. Illegal diversion or use of water
Enforcement procedure —
junctive relief.

42-351. Illegal diversion or use of water — Injunctive relief. — water resources finds, on the basis of diverting water or has diverted ground water source without having is applying water or has applied water right, then the director shall have the discretion to issue an order in accordance with the provisions of illegal diversion or use of water. In violation, the director may also directing the person to cease and be in violation of applicable law as added by 1986, ch. 313, § 8 and 1994, ch. 450, § 5, p. 1434; am.

Compiler's notes. The (1) designates the beginning of the section was enclosed in parentheses by the compiler as surplus.

42-352. Civil penalties. [R]

Compiler's notes. Section 6 of S. ch. 173 is compiled as § 42-701. This section, which comprised I.C.

DISTRIBUTION C

SECTION.

42-612. Budget of water district —
and contents — Deb
user.

42-613. Budget — Collection — P:
district expenses.

42-601. Water divisions repealed.]

Sec. to sec. ref. This chapter is in § 42-612.

Log for claim A45-02261

Spatial Dynamics LRR

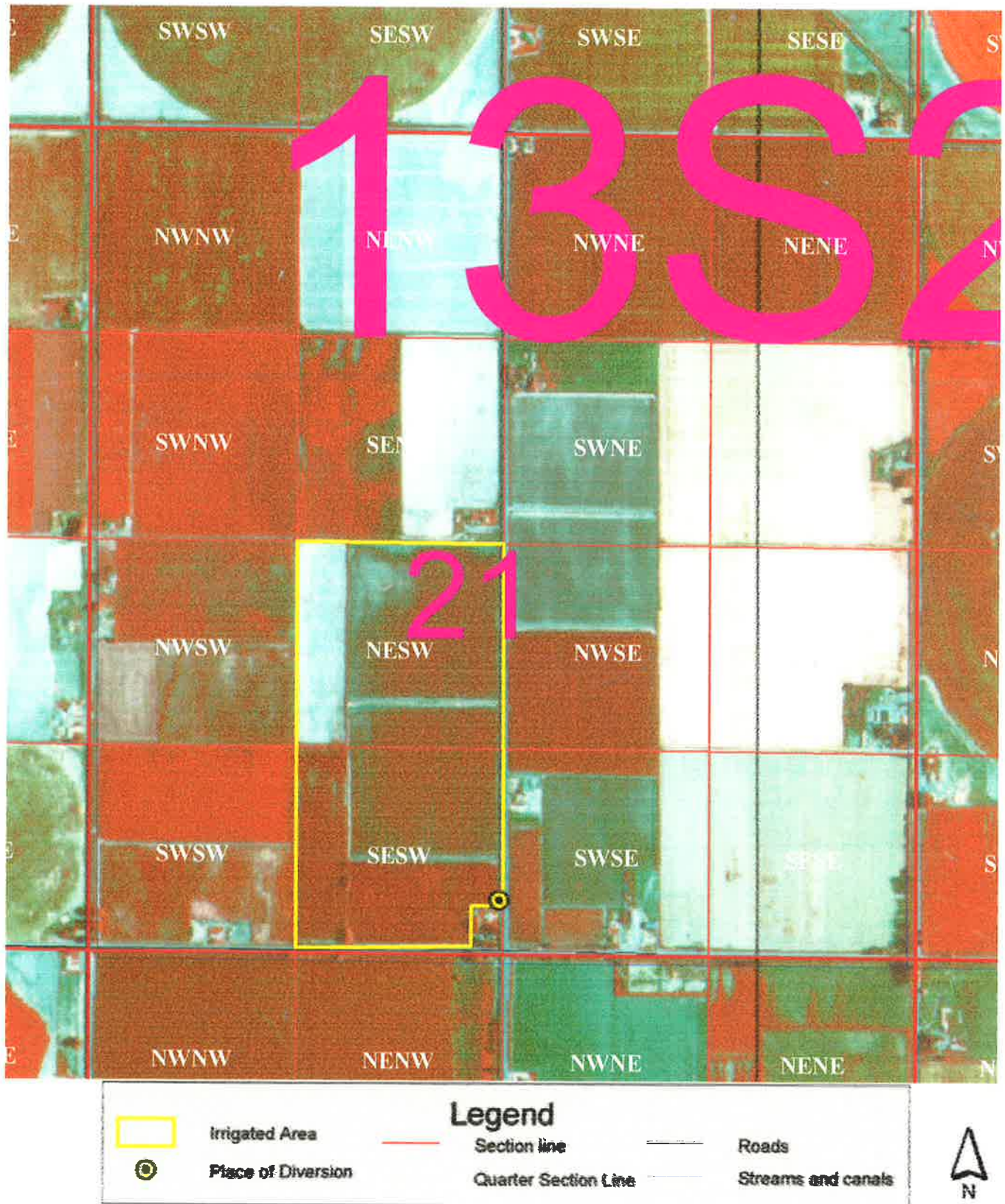
3/21/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
13s22e	21	NESW	40	40	
13s22e	21	SESW	37	37	
Totals:			77	77	

6/24/02

- this well is supplemental to Canal Shares and hasn't been
used for several years

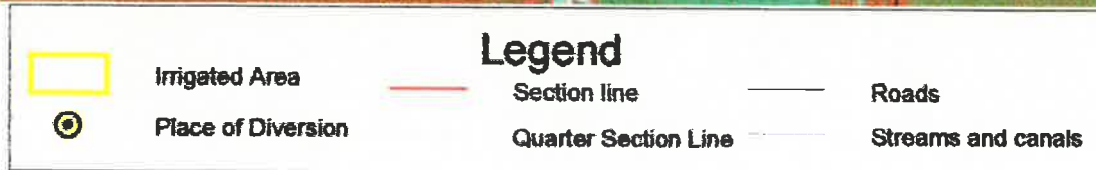
Township , 13S22E



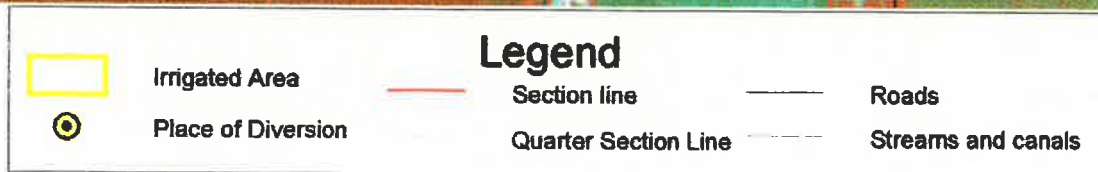
500 0 500 1000 Feet



Township , 13S22E



Township , 13S22E



State of Idaho

License and Certificate of Water Right

Water License No. 20506

Amount 1.5 cubic feet

Water District No.

Priority June 13, 1946

THIS IS TO CERTIFY that

THOMAS MABEY

of Oakley, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated June 19, 1946; that Permit No. 20506 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 1.5 cubic feet, was issued thereunder on August 17, 1949, showing that said works were completed on the 20th day of August, 1949; and that on the 20th day of September, 1949,

THOMAS MABEY

of Oakley, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of a substantial flow

exhibitory of from a well, for the purpose of supplemental irrigation

, under Use Permit No. 20506 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

6 of Licenses at page 4558, on the 13th day of April, 1950;

The right hereby confirmed dates from June 13, 1946;

The Point of Diversion is located

in the SE 1/4 SW 1/4 Sec. 21, T. 15 S., R. 22 E., B. M. Cassia County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 1.5 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
18 S.	22 E	21	NE 1/4 SW 1/4	40	40
			SW 1/4 SW 1/4	40	37
			Number of Acres Actually Irrigated -		77

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

13th day of April, 1950.

MARK R. KULP

State Reclamation Engineer

(SEAL)

15-2261

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. 20506This proof is for Beneficial use

In Water District No.

1. Name of applicant Thomas Mabey, Oakley, Idaho
2. Source of water supply: Subterranean (well)
3. Location of point of diversion: Is in the SE corner of E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21
T. 13 S. R. 22 E. County of Cassia
4. Describe works as they exist, giving dimensions and capacities of same:
Well, 205' deep(dug 120' then drilled to depth). Cased 147' with 12" casing,
then to depth with 10" casing. G.E. 25 H.P. Turbine, Model 12F4437, S factor
1.15 @ rated volts, 220/440 volts, 60 cycle full load 62.6/31.3 amps, 1765 R.P.M.,
50 cycle full load 72/36 amps, 1470 R.P.M., Serial No. SEJ6790475.
5. Water is used for: Irrigation
6. State whether or not water has been turned into works of diversion: Yes
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):
E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 21, Township 13 South, Range 22 East, B. M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? Unknown

Remarks: "(78' draw down, 8" discharge pipe 75% full)"This examination was made on the 26 th day of October, 19 49

(Signed)

F. A. Tolman

Examiner.

20506

Thomas Mabey

Oakley, Idaho

Permit No. 20506

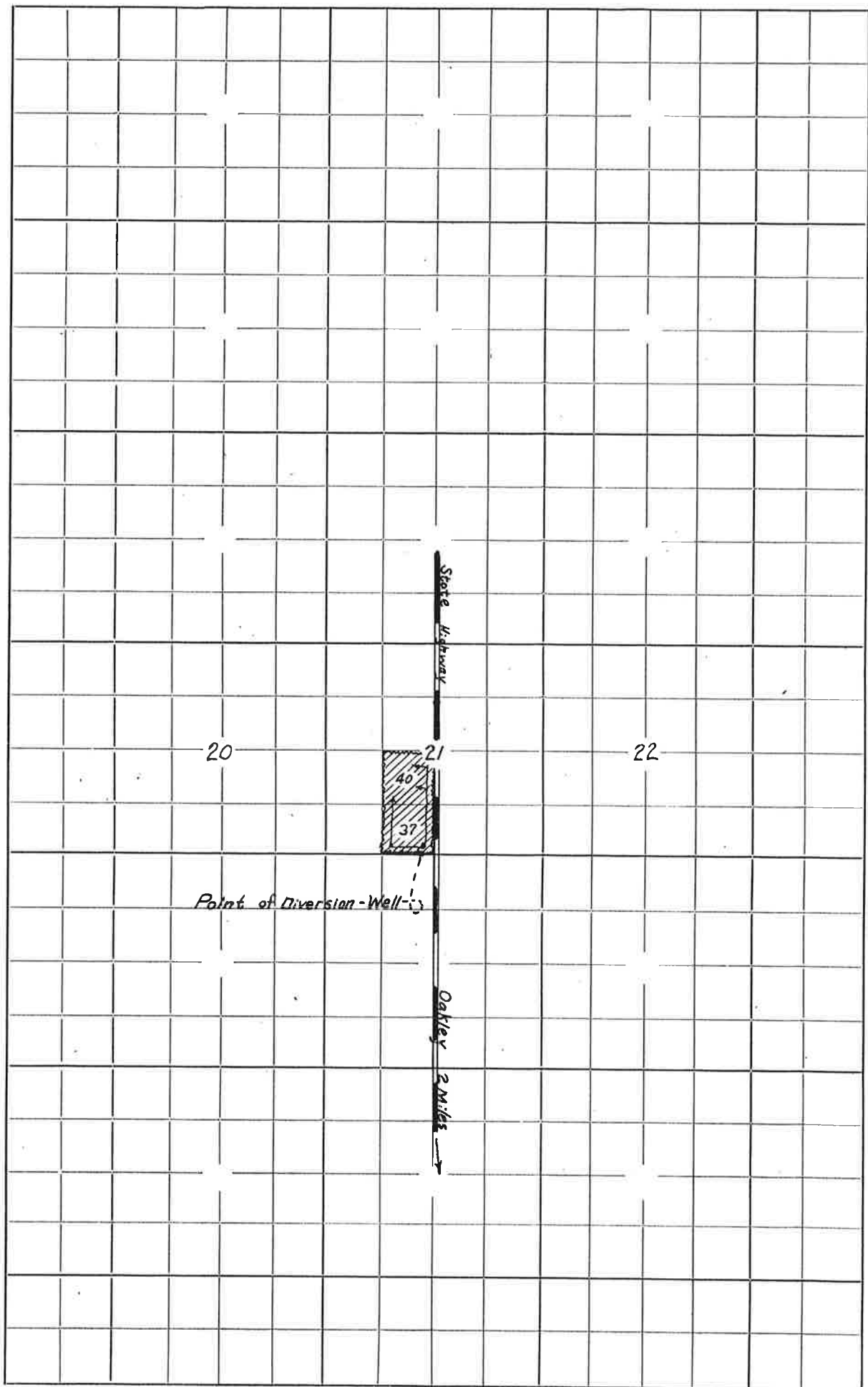
Examination for Beneficial use

County Cassia

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
 2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
 3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
 4. If any unusual conditions are discovered, make plain statement of them under remarks.
 5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
 6. Give general characteristics of soils, topography, and crops raised.
-

RECEIVED
MAR 10 1950
Department of Reclamation



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

20506

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. 20506

REPORT ON PROOF OF Beneficial use

1500' sub
max

0 1/2, 2 c.f.s.

170 c.f.s.

2 110's

NAME OF APPLICANT

Thomas Mabey

FORM No. 0

Section 21 Twp 13 S Range 22 E B7M



Well

Permit Map No. 20506

As Approved

JUN 29 1948

MARK R. KULP

State Reclamation Engineer

SCALE: 2 INCHES EQUAL 1 MILE. DRAW PLAN IN INK.

20506

No 20506
75-2261

APPLICATION FOR PERMIT
To Appropriate the Public Waters of the State of Idaho

APPLICATION No. 28146
PERMIT No. 20506
DISTRICT No.

1. Name of Applicant: THOMAS MABEY

Postoffice address: Oakley

County: Cassia

State: Idaho

I. If applicant is a corporation, give:

(a) Date and place of incorporation:

(b) Amount of capital stock:

(c) Amount paid in:

(d) Names and addresses of directors:

II. The financial resources of the applicant are:

(a) Cash on hand:

(b) Treasury stock:

(c) Bonds to be issued:

(d) Other resources:

2. Quantity of water claimed: Two (2)

cubic feet per second.

3. Source of water supply: Subterranean from well

which is a tributary of

4. Location of point of diversion: 300 ft. W. and 16 ft. N. ^E feet distant from the Southwest
of E¹/₄SW¹/₄
corner of Section 21, T. 13 S., R. 22 E., B.M., and is in the SE¹/₄SW¹/₄
of Section 21, T. 13 S., R. 22 E., B.M., County of Cassia

5. Water is to be used for Irrigation

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water: feet distant from corner of Section
T. , R. , B.M., in the of Section , T. , R. , B.M.

(b) Amount of power generated: H.P., under feet head.

(c) Water is to be returned to at a point feet
distant from the corner of Section , T. , R. , B.M., in the
of Section , T. , R. , B.M.

7. Estimated cost of works: \$ 4,500.00

8. Kind of works: Well, pump and ditches

9. Height of dam feet; length of dam at top feet; length of dam at bottom
feet; material used in dam:

10. Size of headgate: Width feet; height feet,

11. Ditch: Width at bottom feet; width at water line feet; depth of water feet;

dimensions of flume:

Diameter of pipe inches; length of conduit miles.

Average grade per mile feet.

12. The time required for the completion of such work is Two months years.

13. The time required for the complete application of the water to the proposed use is Two months additional years.

14. The land to be irrigated is described in the following tabulation: See remarks.

15. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: 157.8 shares of stock in the
Oakley Canal Co. This is not an adequate water right for applicant's 80 acres.

16. (a) Is reservoir to be used? No If so, fill in (b) and (c) below:
 (b) Name of Reservoir and number of Storage Permit:
 (c) Date of filing of Application for Storage Permit and Name of Applicant:

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

THOMAS MABEY

Applicant.

By

Agent.

Date of first receipt at Department of Reclamation: 9:45 a. m. June 19, 1948

Returned to applicant for correction:

Corrected application received:

Approval of State Reclamation Engineer

The number of this permit is 20506

Recorded in Book 74

Page 20505

Approved June 29, 1948

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Bond in the sum of \$ _____ to be filed on or before _____

Work to begin on or before _____ and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which permit holder has no control.

One-fifth of the work above specified to be completed on or before July 29, 1948

The whole of said work to be completed on or before August 29, 1948

Beneficial use of water appropriated in accordance herewith, to be made on or before October 29, 1948

WITNESS My hand this 29th day of June, 1948

MARK R. KULP

State Reclamation Engineer.

IN TESTIMONY WHEREOF, We.....C. A. ROBINS

Governor of the State of Idaho.

and J. D. "CY" PRICE

Secretary of State of the State of Idaho, have caused this instrument to

be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed. this 29th

day of June 19 48

STATE OF IDAHO

Countersigned:

(SEAL)

By C. A. ROBINS

Governor.

By J. D. "CY" PRICE

Secretary of State.

REMARKS: Applicant is the owner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 21, Twp. 13 South, Range 22 East, B. M., Cassia County, Idaho applicant for more than twenty years has used a well for culinary purposes.

14. Applicant during the season of 1948 has drilled this well deeper and is now in a position to pump 100 inches of water from the well. The well is located as described in Answer No. 4, Page 1 of this application. Applicant can from this well irrigate all of his eighty (80) acres. Applicant is now awaiting the installation of a pump to commence operation of his well.

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
13 S.	22 E.	21																80	
APPROVAL OF STATE RECLAMATION ENGINEER																			
I, Work			K. Kulp, State Reclamation Engineer of the State of Idaho, hereby extend the time for the completion of the construction work under Permit to Appropriation the Public Waters of the State of Idaho, No. 20506 to August 1, 1949.																
Witness			my hand this 8th day of September, 1948.																
			MARK R. KULP State Reclamation Engineer																
Permit No. 20506																			
CERTIFICATE OF COMPLETION OF WORKS																			
TO ALL WHOM IT MAY CONCERN:																			
This is to certify that THOMAS MAREY of Oakley, County of Cassia, and State of Idaho, the holder of Permit No. 28148 bearing date of priority of June 10, 1948, authorizing the diversion of Two (2) cfs of the waters of a well (subterranean flow) County of Cassia, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion as described in said Permit; that said works are adequate for diverting and conveying to the place on intended use 1 cfs of the waters of said well; that the point of diversion of said waters 300 feet West and 16 feet North of the Southeast corner of the SW $\frac{1}{4}$ Section 21, Twp. 13 S., Range 22 E., B.M., and in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said section; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 21, Township 13 South, Range 22 East, Twp. 13 S., Range 22 E., B.M., and in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said section; 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AJ5809NP
No. A45-02261

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/24/00
PAGE: 53

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RANDY L HARDY	06/19/1948	IRRIGATION	03-15 11-15	1.500 CFS	
C	KARLENE HARDY					
TOTAL DIVERSION:					1.500 CFS	
CONSUMPTIVE USE:						231.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T13S R22E S21

SESESW

CASSIA County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM	
13S	22E	21	:															:	77.0	
																			77.0	
																			TOTAL ACRES	77.0

POU County: CASSIA

Non-Irrigation Uses: NONE

Other Rights: SHARES IN OAKLEY CANAL CO.

Other Water Rights Listing Overlapping Place(s) of Use:

A45-00093	A45-00094	A45-00131	A45-00132	A45-00133	A45-02040	A45-12438	A45-12442	A45-12443	A45-12449
A45-12455	A45-12749	A45-12750	R45-00106	R45-00116	R45-00128	R45-00131	R45-02059	R45-04230	

Remarks: GEN PUMP PRESENTLY REMOVED; WILL BE REPLACED IN FUTURE.

CHANGE OF OWNERSHIP: BY QUITCLAIM DEED FOR GROUNDWATER FROM
PICKETTS TO HARDYS; DATED 5/10/1990; ON FILE. RECEIVED 2/10/93
RVW

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 05/25/89 MERRITT 02/12/93 WORSTELL 03/30/95 POST-STD



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

12-Feb-1993

MR & MRS RANDY L. HARDY
RT 1 BOX 28-A
OAKLEY ID 83346

Re: Ownership change for Adjudication Claim A45-02261

Dear Claimant:

Pursuant to the fact that you now own the property in which the above referenced Adjudication Claim is appurtenant, the Department has changed the record of the current owners as you requested. Please find enclosed a copy of the computer record of the claim, noting the change of the claimant.

Please review the record and if you have any corrections or questions, feel free to call this office.

Sincerely,

A handwritten signature in cursive script that reads 'Robert Worstell'.

Robert Worstell
Sr Adjudication Agent

1 Enclosure

MICROFILMED

MAR 08 1993