

Mr. James Cephalo
Idaho Department of Water Resources
Eastern Regional Office
900 N. Skyline Drive
Suite A
Idaho Falls, ID 83402-1718

Re: Administrative Hearing for Transfer 70722 scheduled January 5, 2011.
Order requesting witness list and exchange of exhibits.

Mr. Cephalo,

The following is a list of witnesses as per request:

D. Glade Schvaneveldt 7909 W. Black Canyon Rd. Weston, ID 83286	747-3970	Ron Carlson, IDWR Eastern Regional Office
Theo Schvaneveldt 106 N. West Side Hwy Weston, ID 83286	747-3541	Roger Warner, IDWR Eastern Regional Office
Brian Balls 5139 W. hwy 36 Weston, ID 83286	747-3410	Dave Carlson, IDWR Eastern Regional Office
Kent G. Aston 192 E. Depot Weston, ID 83286	747-3721	
Wayne Bingham 316 N. Westside Hwy Weston, ID 83286	747-3209	
Paul Campbell 297 E. Depot Weston, ID 83286	747-3465	

Enclosed are the following exhibits in their respective chronological order:

June 1, 1960	Exhibit 1	Minutes from Weston Creek Irrigation Company
June 30, 1960		Backfile pg. 3 and 4 application G- 36769, permit G- 28818
August 1960	Exhibit 2	Well log for permit G-28818
Nov. 23, 1960	Exhibit 3	Sales Receipt and Well Agreement
July 11, 1961	Exhibit 4	Application G-37949, Permit G-29935
Feb. 18, 1963	Exhibit 5	Payment receipt - \$\$ to Schvaneveldt from Fannesbecks
July 28, 1964	Exhibit 6	Instr. No. 114606 Mortgage Schvaneveldt sells farm to Cooley
Nov. 12, 1965		Backfile pg. 19 Letter to LeRoy Cooley - IMPORTANT!!!!
October 10, 1966		Backfile pg. 9, 17,14,16,10,11,13,12
Nov. 7, 1966	Exhibit 7	Cancellation Notice Permit # G-29935
Nov. 16, 1966		Backfile pg. 6, 2, 7, 1 Certificate of Completion, License
May 2, 1967	Exhibit 8	Lee sells farm and ¼ of well to ElRay
February 20, 1980	Exhibit 9	Bill of sale from Lee to Sid
February 20, 1980	Exhibit 10	Instr. # 152294 FHA loan
July 19, 1982	Exhibit 11	Instr. # 159728 Real Estate Mortgage
August 20, 1987	Exhibit 11.3	Instr. #176175 Soil and water loan
June 2, 2003	Exhibit 11.5	Attorney letter from Sid
June 23, 2003	Exhibit 11.6	Attorney letter
July 23, 2003	Exhibit 11.7	ElRay files for water transfer
July 25, 2003	Exhibit 11.8	Attorney letter, telecopy via Steve Fuller
November 2003	Exhibit 12	Myron Fannesbeck affidavit for pre-conference hearing
November 2003/4	Exhibit 13	Agreement as advised by IDWR
July 28, 2004	Exhibit 14	Bill of sale from Sid to Clinton Aston
April 11, 2005	Exhibit 15	13-4120 owned by Zane Fredrickson
June 30, 2005	Exhibit 16	Ron Carlson notes and advisement

Let the record show that transfer 70722 was applied for with the assistance of a water resource officer. That for lack of current or up to date records existing at the Eastern Regional office at the time the application was made, it appeared to be the correct procedure for fixing my water right problem at the time.

That a chain of events took place beginning in 1960, which included a venture joining Lee Schvaneveldt, Norman Fannesbeck, and Myron Fannesbeck as partners in the development of two ground water wells.

That permits were issued allowing the Fannesbecks and Schvaneveldts the right to develop and put to beneficial use a total of 10 cfs of subterranean water from 3 separate diversion points.

That if 2 cfs and 1 of the diversion points (1/3 of the 6 cfs granted under permit G-28818) had been made exclusive to development by a third party, Mr. Lewis Bingham, separate of the Fannesbecks and Schvaneveldts, the Fannesbecks and Schvaneveldts still had the right by permit to develop and appropriate 8 cfs from two separate well locations or diversion points.

That a substantial amount of money was given to Mr. Bingham by the Fannesbecks and Schvaneveldt to come into a well site on his property, but more so, that for all intents and purposes, he would be able to develop another well site that had more interest to him at the time.

That the Fannesbecks and Schvaneveldts did proceed to develop and put into production two wells simultaneously which I will refer to as the following:

Well #1 located in the NE ¼ NE ¼ Sec. 36 T15S R38E permit #G-28818

Well #2 located in the NW ¼ NE ¼ Sec 8 T16S R38E permit #G-29935

That Well #1 was proven to produce 2.87 cfs as installed as a high volume low head pumping station, and well #2 will produce the same volume, but was installed and set up to deliver water at a much higher pressure.

That the Fannesbecks were mostly flood irrigating and the Schvaneveldts were sprinkler irrigating.

That by practicality of use, the Fannesbecks eventually made exclusive use of well #1 and the Schvaneveldts exclusive use of well #2.

That the Bingham had taken upon themselves the responsibility for making the filings leading toward perfecting the water rights on well #1, and Lee Schvaneveldt the same for making the filings on well #2.

That in the middle of critical years for finishing the proofs of completion for these wells, Lee sold his farm to LeRoy Cooley, and Mr. Cooley became the Fannesbecks new partner. This sale had troubles and before long, Lee was negotiating with the Fannesbecks to trade interests in the two wells. The Fannesbecks were not interested, the location and set up of well #2 had better potential for future use. As time went on, more problems were surfacing. The Cooleys were not proving themselves capable of satisfying the agreement between themselves and Lee. When they started selling off milk cows to cover payments that they were falling behind on, Lee knew he was most likely going to be getting the farm back if he didn't do something.

That there came a point where Lee was looking at options for refinancing the farm and he was being told that he needed full ownership of well #2 to satisfy these other arrangements and possibly solve his problems with Cooleys.

That LeRoy Cooley had been talking to people in Boise and had learned that permit # 28818 was for the use of two wells and that well #2 could be added to this permit by amendment as a replacement for the undeveloped well site that was listed on the original application.

That Lee had approached the Bingham and the Fannesbecks about combining the two well permits.

That if you look closely at the backfile for 13-2209, you can see some evidence that this was being looked at but did not get included in the final record, and amidst all the problems that were in need of being solved, finishing up the water rights on well #2 fell through the cracks.

That the Fannesbecks eventually agreed to make the trade with the wells, and this happened before or shortly after I bought the farm.

From the time that well #2 was first put to use in 1962, water has been dumped into the Weston Creek Irrigation canal from this well and transported to the farm I now own and operate.

In 1966, my Brother-in-law, Theo was raising cabbage on what would later become my farm in sec. 10, and was running well water for this crop.

In 1967, I bought the lower farm in sec. 10 and 11, which included all of the Weston Creek Irrigation Stock being used on these farms at the time, and, because Lee knew that was not quite enough, he included a $\frac{1}{4}$ interest in well #2 to supplement my water supply. And, it was not questioned that the $\frac{1}{4}$ interest included whatever else was necessary to get the water from the well to the irrigation canal.

In 1971, Lee sold the upper farm to his son, Sidney, which included the remaining $\frac{3}{4}$ interest in well #2.

That both Sid and I bought our farms with an understanding that a license existed for the use of the water out of well #2, and until 2003 when I contacted IDWR, I had never had occasion to question or believe otherwise. (I had no knowledge about claim 13-4120, and wonder to this day why Sid did not talk to me about needing to file something when he first realized a record was not on file)

From that time and through the following years, the water users in the area, including Sid, have peacefully acknowledged this use and the Weston Creek Irrigation Company has accommodated having our well water comingled with our shares of Weston Creek and delivered through Irrigation Company canals to our land in Sections 10 and 11.

That the use of this water was consistent on an annual basis until approximately years 1979 through 1985 when the weather conditions changed and we were receiving excessive amounts of precipitation and heaven was providing all the water we could use plus some. There was no need to pump ground water during this time. Following this period, Elsie Bastian sold her farm, and the new owners never used the water that went with her place, which allowed additional creek water to come to my farm, making it unnecessary to pump ground water. This same additional water has been available right up to this past year when a subsequent new owner has now made improvements and now demands he will be using it.

There have been some years in between that have been so dry and Weston Creek water has run out so early in the year, that to finish out the year I have relied solely on groundwater. There has been a year or two that has been so dry, that the lack of Weston Creek water has left the ditch so dry that well water could not make it to my farm.

Nine years ago, Mr. Sidney L. Schvaneveldt had fell upon such financial pressures that he chose to put the farm up for sale. Rumors and stories get told, but a fact that persists is that Sidney decided that my ownership in the well was somehow preventing him from selling his farm and has taken on a mentality that he will do or try whatever he can to terminate my ownership and use.

He did find a buyer, and

The current owner was given notice of the ownership issues in the well by some of my neighbors before he purchased Sid's farm and this new owner informed all of us that he is so much more knowledgeable and connected to those who know about water issues that he has things worked out and we need not concern ourselves. That I no longer have any ownership in well #2 and it is 100 % his now because Sid gave him a bill of sale and I apparently signed a deed that relinquished my ownership, and further, that it would be illegal for him to allow me to use water from the well because I do not have a water right.

That Jay Norman Fonnesbeck and I have somewhat joined together to try to get to the bottom of some of these issues because this problem I have, comes from the same blood line as another problem he has, and we have made some trips to Idaho Falls and made phone calls and visits to talk with people that were recommended for help in these matters.

That prior to April of 2005, the Eastern Regional Office did not have many of the records that could have helped move this process along in a more timely manner. Since then, our digging and prodding for information, and the advances in technology being utilized by IDWR to make records more accessible, has helped immensely with getting our arms around a preponderance of evidence needed to bring our activities and current water rights record in line with current needs.

In summary, the IDWR Eastern Regional Office could not find a record, therefore I drove to Idaho Falls on July 23, 2003 with the intent to file a Statutory Claim for water I have been using out of well #2 located in the NW ¼ NE ¼ Sec. 8 T16S R38E. I was steered to file an application for transfer based upon an electronic record that still showed my land listed on the License for well #1. Water Resources maintain that it was the most current record they had on file and therefore it was assumed that filing the transfer was legal and the correct action based on the face of the record.

That the transfer was protested has brought out some bigger issues that need to be resolved.

That the transfer is appropriate and should be allowed if license 13-2209 can be corrected to show that well #2 could have been included under permit G-28818, and the volume of water established to be diverted from well #1 can remain the same and not reduced.

Claim #13-7661 has been filed upon review and advisement of IDWR to prevent any further delays or injury regarding my having or not having a right to use groundwater pending this transfer. I would be more than glad to discuss this claim if you find it to be of value and within the scope of this hearing.

I certify that I have delivered copies of the proposed witness list and exhibits to the following parties to this hearing on or before December ____, 2010:

Mr. James Cephalo,

Sidney Schvaneveldt, 6762 W. 2200 S., Weston, ID 83286

Jay N. Fannesbeck 6022 W. Hwy 36 Weston, ID 83286

ElRay Balls
Weston, ID

What would I, Theo Schvaneveldt, attest to?

1. Sid is my youngest brother and Janice is my sister which makes ElRay my brother-in-law.
2. I love my brother and sister and I do not want in any way to do or say anything that would hurt or harm either of them.
3. I know that when ElRay and Janice bought the farm from my Dad, the sale did include a share of the well with the lower farm.
4. He did it openly, and I, and the rest of my family knew this took place. Including Sid.
5. With or without ever seeing any documents, I have lived a long time and worked with my dad, with brothers, with neighbors, and with local water users, that can attest to the same.
6. I have not only seen, but have participated in bringing water from the well down the ditch and to the lower farm for my own use.
7. That I am not aware of, have not participated in, or signed, to the best of my knowledge, anything that would cause me to question his ownership in a share of that well.
8. That there are documents that confirm my understanding and belief, these are merely a bonus to what I already know.
9. That I did, in fact, talk to Mr. Kent Aston before his son Clint took possession of Sid's farm and put him on notice that ElRay owned a share in the well and this needed to be addressed if they or anyone else were to buy Sid's farm.
10. I know that my father, Lee Schvaneveldt, did develop two wells together

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Idaho Department of Water Resources
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RECEIVED
JAN 03 2011
Department of Water Resources
Eastern Region

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Theo Schvaneveldt 106 N. West Side Hwy Weston, ID 83286	747-3541	Roger Warner, IDWR Eastern Regional Office
Kevin G. Fannesbeck P.O. Box 51 Arimo, ID 83214	251-2329	Dave Carlson, IDWR Eastern Regional Office
Clinton K. Aston P.O. Box 35 Weston, ID 83286	747-3135	Dennis Dunn, IDWR Eastern Regional Office
Kent G. Aston 192 E. Depot Weston, ID 83286	747-3721	Jeff Peppersack, IDWR Boise Office
Wayne Bingham 316 N. Westside Hwy Weston, ID 83286	747-3209	Gary Spackman, IDWR Boise Office
Sterling Bingham 46 S. 2 nd East Weston, ID 83286	747-3255	Sharla Cox, IDWR Eastern Regional Office
Scott White 1368 S. 7200 W. Weston, ID 83286	747-3290	

As per phone call with Sharla Cox, she has so graciously offered to print the backfile for water right 13-2209 and also the cancelled permit #G-29935 and enter into the hearing file, saving some redundancy in paperwork.

Enclosed are the following exhibits, listed as they should be placed with the scanned and electronically numbered pages found in the backfile for Water license 13-2209, in their respective chronological order:

	Exhibit 00	Backfile for 13-2209
	Exhibit 0	Cancelled Permit # G-29935
June 1, 1960	Exhibit 1	Minutes from Weston Creek Irrigation Company
June 30, 1960		Backfile pg. 3 and 4 application G- 36769, permit G- 28818
August 1960	Exhibit 2	Well log for permit G-28818
Nov. 23, 1960	Exhibit 3	Sales Receipt and Well Agreement
July 11, 1961	Exhibit 4	Application G-37949, Permit G-29935
Oct. 3, 1962		Backfile pg. 45 Real Estate Agreement
Feb. 18, 1963	Exhibit 5	Payment receipt - \$\$ to Schvaneveldt from Fannesbecks
June 5, 1963		Backfile pg. 57 Memo J. N. Larsen Company
June – Sept.		Backfile pg. 56, 53, 51 Notice of need to amend land list
July 28, 1964	Exhibit 6	Instr. No. 114606 Mortgage Schvaneveldt sells farm to Cooley
Sept. 1964		Backfile pg. 55, 50, 44, 45, 47, 44
April 1965		Backfile pg. 43, 42, 64, 60, 59 Public notice and amend land list
May 3, 1965		Backfile pg. 41, 38, 37, 34, 33, 60, 39, 40 Amended land list and agreement
May 5, 1965		Backfile pg. 31 Sterling letter saying Bingham's are using water
June 2, 1965		Backfile pg. 29, 23, 24, 22, 21 Proofs are submitted
Nov. 12, 1965		Backfile pg. 19 Letter to LeRoy Cooley - IMPORTANT!!!!
Oct. 10, 1966		Backfile pg. 9, 17, 14, 16, 10, 11, 13, 12 Examiner's Report
Nov. 7, 1966	Exhibit 7	Cancellation Notice Permit # G-29935
Nov. 16, 1966		Backfile pg. 6, 2, 7, 1 Certificate of Completion, License
May 2, 1967	Exhibit 8	Lee sells farm and ¼ of well to ElRay
May 8, 1967	Exhibit 9	Norman and Myron divide farm
1968	Exhibit 10	U S Geological Survey acknowledges Norm's use of well water
March 1969	Exhibit 11	NRCS acknowledges Norm's use of well water
November 2003	Exhibit 12	Myron Fannesbeck affidavit for pre-conference hearing
November 2003/4	Exhibit 13	Agreement as advised by IDWR

Let the record show that a transfer was applied for, in error, with the assistance of a water resource officer for lack of current or up to date records existing at the Eastern Regional office at the time the application was made.

That a chain of events took place beginning in 1960, which included a venture joining Lee Schvaneveldt, Norman Fannesbeck, and Myron Fannesbeck as partners in the development of two ground water wells.

That permits were issued allowing the Fannesbecks and Schvaneveldts the right to develop and put to beneficial use a total of 10 cfs of subterranean water from 3 separate diversion points.

That if 2 cfs and 1 of the diversion points (1/3 of the 6 cfs granted under permit G-28818) had been made exclusive to development by a third party, Mr. Lewis Bingham, separate of the Fannesbecks and Schvaneveldts, the Fannesbecks and Schvaneveldts still had the right by permit to develop and appropriate 8 cfs from two separate well locations or diversion points.

That a substantial amount of money was given to Mr. Bingham by the Fannesbecks and Schvaneveldt to come into a well site on his property, but more so, that for all intents and purposes he would be able to develop another well site that had more interest to him at the time.

That the Fannesbecks and Schvaneveldts did develop and put into production two wells simultaneously which I will refer to as the following:

Well #1 located in the NE ¼ NE ¼ Sec. 36 T15S R38E permit #G-28818

Well #2 located in the NW ¼ NE ¼ Sec 8 T16S R38E permit #G-29935

That by practicality of use, the Fannesbecks eventually made exclusive use of well #1 and the Schvaneveldts exclusive use of well #2.

That the Bingham had taken upon themselves the responsibility for making the filings leading toward perfecting the water rights on well #1, and Lee Schvaneveldt the same for making the filings on well #2.

That in the middle of critical years for finishing the proofs of completion for these wells, Lee sold his farm to LeRoy Cooley, and Mr. Cooley became the Fannesbecks new partner. This sale had troubles and before long, Lee was negotiating with the Fannesbecks to trade interests in the two wells. The Fannesbecks were not interested, the location of well #2 had better potential for future use. As time went on, more problems were surfacing, and one of great importance involved getting the necessary filings made in regard to establishing water rights.

That noticeable mistakes were being made that could have been corrected at the time had the Fannesbecks been given more involvement in the filings process, and some of these mistakes need to be discussed and corrected.

That there came a point where Lee Schvaneveldt insisted that he needed full ownership of well #2 to solve his problems with the sale of his farm and the Fannesbecks agreed to trade out of well #2 with the understanding that as part of the trade, they would also own all of the water rights that were established under well #1.

Therefore, the water rights associated with the use of Well #1 had already been moved or transferred from the property of Lee Schvaneveldt, by agreement, before Elray and Janice Balls took possession of the subject place of use and applied on lands belonging to the Fannesbecks.

From that time and through the following years, the water users in the area have peacefully acknowledged this move and the Weston Creek Irrigation Company has accommodated the move by having the Water Master schedule our turns so that we would use our well water comingled with our shares of Weston Creek and delivered through Irrigation Company canals to our land in Sections 8, 9, 16 and 21.

That NRCS records acknowledge this move.

That the U.S. Geological Survey acknowledges on its 1968 printing of the Weston Canyon Quadrangle Map, the pond Norman Fannesbeck built in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 16 T16S R38E to accommodate the additional source of water on Fannesbeck land in sections 16 and 21.

That this series of events took place prior to March of 1969, and during this period of time, laws had not been enacted requiring the application process as is followed today, and therefore, moving the water from Schvaneveldt land in sections 8, 10, and 11, to Fannesbeck land was accomplished legally according to the rules and laws existing at that time. (In fact, the understanding that was adopted in the minds of water users in our area was, that, if you could secure a point of diversion, you were given a right to pump X amount of water and you could use it where ever as long as you didn't exceed X amount. That it could only be used on specific acres on a land list was not part of our understanding and the land list was only seen as important in the earlier stages for establishing the X amount that could be used.) A needed updating of records (and thinking) did not take place, and therefore, a current and more accurate record needs to be completed at this time.

That prior to April of 2005, the Eastern Regional Office would provide an electronic record of pertinent details on a water right, but in our case, did not make or have available many of the records that could have helped move this process along in a more timely manner. Since then, our digging and prodding for information, and the advances in technology being made to make records more accessible, has helped immensely with getting our arms around additional evidence needed to bring our activities and current water rights record in line with current needs.

In summary, the IDWR Eastern Regional Office could not find a record, therefore Mr. ElRay Balls drove to Idaho Falls on July 23, 2003 with the intent to file a Statutory Claim for water he has been using out of well #2 located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 8 T16S R38E and was later steered to file an application for transfer based upon an electronic record that still showed his land listed on the License for well #1. Water Resources maintain that it was the most current record they had on file and therefore it was assumed that filing the transfer was the correct action based on the face of the record.

Mr. Sidney Schvaneveldt made the same trip on January 18, 1980 and filed a Statutory claim #13-4120. He had discovered that Water Resources could not produce or recover any record of a License or any water right issued for the use of well #2, yet, he strongly asserts that one was issued. By filing the claim, he acknowledged that License 13-2209 issued for well #1 was off limits to him due to the previous trade by our fathers. The same should apply to ElRay.

For the previously mentioned reasoning alone, Transfer #70722 should have never been applied for, should have been withdrawn, or should now be denied.

Also, If the transfer were to be approved, it is proposed that the maximum volume of water that would then be allowed to be pumped from well #1, after the transfer, would be reduced from 2.87 to 1.94 cfs which is an injury under issue #1 for consideration in an application for transfer and I cannot accept this.

There are mistakes that need to be discussed and corrected with License 13-2209, and under advisement of IDWR officers, Claim #13-7661 has been filed to prevent any further delays to ElRay using water he is entitled to and also to try to get our arms around and pull back together everything that took place earlier in the history of these two wells and create an accurate record. I would be more than glad to discuss this claim if you find it to be of value and within the scope of this hearing.

There are bigger issues that this transfer application is drawing out, that need to be discussed in an environment of civil obedience, and a record established with some authority. For this I welcome the upcoming scheduled hearing.

Thank you for your attention to this matter,

I certify that I have delivered copies of the proposed witness list and exhibits to the following parties to this hearing on or before December 29, 2010:

Mr. James Cephalo,

Sidney Schvaneveldt, 6762 W. 2200 S., Weston, ID 83286

ElRay Balls, 203 N. Westside Hwy Weston, ID 83286


Jay Norman Fannesbeck
Weston, ID

B-2209

APPLICATION FOR PERMIT To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 36769
Permit No. G- 28818
District No.

Assigned to

1. Name of Applicant: Lewis Bingham

Postoffice address: Weston

County: Franklin

State: Idaho

2. Quantity of water claimed:

(a) Rate of withdrawal in cubic feet per second 6.0 or Idaho
Miners' inches 300 or gallons per minute

(b) Annual withdrawal in acre feet per annum

3. Source of water supply: Subterranean

4. Location of point of diversion or well is in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36
Twp. 15 S , Rge. 37 E , B.M., County of Franklin

5. Water is to be used for: domestic and irrigation

6. If for municipal, industrial or recreational purposes, give:

(a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.

(b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.

7. Kind of works: Wells, pumps and ditches

8. Estimated cost of works: \$ 12,000

9. (a) Is reservoir to be used? no

(b) Capacity of reservoir:

10. The time required for the completion of such work and complete application to the proposed use is 5 years.

11. If applicant is a corporation, give:

I. (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 onhand: \$

(b) Treasury stock:

(c) Bonds to be issued:

(d) Other resources:

12. The land to be irrigated is described in the following tabulation:

13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: 61.80 shares in the
Weston Creek Irrigation Company

(a) Four (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.

(b) Two (cubic feet per second, inches or gallons per minute) is for new lands.

Exhibit
00

WESTON CREEK IRRIGATION
COMPANY MINUTES

JUNE 1, 1960

Weston, Idaho

JUNE 26, 1960

According to the instructions given at the annual meeting by the stock holders a special meeting was called for the purpose of reporting on the test hold for the well that had been drilled. The purpose of the meeting was to see what the stockholders wanted to do with the test hold.

There were 1198 shares of stock present and the President Richard Lemmon was in charge of the meeting.

Mr. Gardner the well driller stated that a 14" pipe would produce 2 second feet of water. This test hold is one half mile from Lew Bingham's over toward Jack King's place.

The geogolist of the college said to go down 200 feet. If this were the case the well would cost \$15 a foot for a 14 inch casing; \$18 if a 18 inch casing were to be used. In other words approximately \$3,000 for the well, and a 5 horse power motor.

Ralphs said that the well should be tested first, and the tester would cost \$150 and \$125 to pump it for 10 hours; which would make a total cost of \$275, for this test.

Exhibit
1

If a diesel engine pump were bought for a well it would cost \$4,200.

The Utah Power and Light Company wants \$7,750 before doing any work, and a guarantee of \$750 at first. We would then get a rebate of \$250 a year for five years. It will cost \$500 for five years guarantee for electricity used. If this were started immediately it would take at least 45 days to complete the job, which in reality would be too late to help you this year.

A new 440 voltage line would have to be run from Lee Schvaneveldt's place out to the well.

Someone wanted to know if the well would drain the town springs? The well digger, Mr. Gardner said it would not bother the lower springs.

According to the Koller boys they pay \$1,000 a year for electricity to pump their well.

So far the test well started on has cost \$208.

A motion was made by Douglas Bergeson that we do not go into developing a well at this time. According to our prospects, and go to the expense of putting in an expensive line, but let the individuals develop their own wells. Seconded by Vernell Mickelsen.

An amendment was made to this motion by Dale Mc Kay, that we let the individuals to ahead and develop their wells and pay for the power lines; or make more test wells to find our water supply.

The amendment was rejected by the author of the motion--
after the discussion.

If the Weston Creek Irrigation Company would put in the
power line for their wells, then the individuals could hook onto
it, without paying anything on the installing of such a line. This
seemed unfair to most of the people, in that the Company would
not want to pay for someone else using the line.

The secret ballot vote was taken on the above motion and
proved that 55 votes were for it, and 1142 were against it.
The motion was lost.

Dale Mc Kay made a motion that we dig more test holes to
get a larger supply of water, and have a better knowledge of the
water bed under ground, and the supply. At first let us try
two more test holes.

Clyde Nielsen seconded the motion.

Since there was not discussion or voting Dale Mc Kay withdrew
his motion.

Vernell Meckelsen made a motion that the meeting be adjourned.
Seconded by Eugene Fredrickson. Motion carried.

Meeting adjourned at 9:45.

George E. Mylroie
Secretary

Weston, Idaho
May 26, 1960

There will be a Special meeting of the Stockholders of The Weston
Creek Irrigation Company June 1, 1960, at 8 p. m. in the Weston
Ward Chapel.

The test hole for the well has been drilled and we have good pros-
pects. The purpose of the meeting is to find out if the stockholders
wish the Directors to further develop this test hole.

George E. Mylroie,
Secretary

LEGAL PUBLICATIONS

NOTICE OF SPRING ASSESSMENT

Of the Weston Creek Irrigation Company for 1960

Notice is hereby given that at a meeting duly called and held on the 8th day of April, 1960, by the Board of Directors of the Weston Creek Irrigation Company, an assessment of 1.35 per share was levied on all Capital stock of said Weston Creek Irrigation Company, due and payable to the Secretary and Treasurer of said Company on or before the 4th day of June, 1960. Any stock on which said assessment is not paid on said due date will be delinquent and will be advertised for sale at public auction and unless payment is made before, will be sold on the 2nd day of July, 1960, at 2 o'clock p. m. of said day to pay the delinquent assessment together with costs of advertising and expense of sale.

Said assessment is for the purpose of cleaning ditches and repairing or constructing head-gates and making any other improvements in the system deemed necessary by the Board of Directors of the Company. Stockholders will be given credit for any labor done on the system by themselves or their hired hands under the supervision of the directors. Boys under 14 years of age not hired. Bring Social Sec. No. By order of the Board of Directors. Dated this 8th day of April, 1960, at Weston, Idaho. Mail your check to Secretary at Box 21, Franklin, Idaho. The Secretary will be at Lott's store June 1, 10 a. m. to 6 p. m.

GEORGE E. MYLROIE, Sec.-Treas.
May 12-19-26, June 30

Weston, Idaho

May 26, 1960

The Meeting of the Board of Directors was called by the President, to report on the drilling of the test hole for a well.

All Directors were present. Richard Lemmon reported that we had good possibilities of getting 2, 3 or even 4 second feet from the well, if a 14 inch pipe was put down. The water table is 71 feet down, and found 60 feet of fine gravel, below this. Probably 115 feet well would be deep enough.

The U. S. U. Geologist was present at the meeting and made a few suggestions. Especially that he believed if we had bids on this work we might be able to get estimates ranging from \$7 to \$10 a foot, which should be plenty. In Salt Lake County the price is \$5 a foot.

Some talk was made of drilling a second test hole, and then it was believed best to go ahead and see what this well would produce.

Motion was made by Vereen Bingham and seconded by Norman Fomesbeck to assign each director some thing to find out pertaining to the well, and cost. Motion carried.

Vereen Bingham to call the Utah Power and Light Company to find out the cost of electricity for pumping. The Geologist was to call Norman Fomesbeck and give him the names of some well diggers and the directors were to meet at Weston at Noon the next day.

Herbert Williams made a motion that we adjourn. Seconded by Eldon Leavitt. Motion carried.

Adjourned at 9 P. M.

George E. Mylroie
Secretary

April 28, 1960

April 9, 1960 - DALE MCKAY MADE
A MOTION TO CHECK WITH
CHARLES GARDNER ABOUT DRILLING
A WELL...

Again the original agreement between Earl Buttars, his Wife Gladys Buttars, The Village of Weston, and the Weston Creek Irrigation Company was read.

Motion by Eldon Leavitt that the Creek Company finish the job already started on the spill way and give the Rider a few days consideration before signing it.

Seconded by Norman Fannesbeck. One vote for and two against. Motion lost on account of the vote.

Motion by Dale Mc Kay that we carry out the request of the stockholders vote at the last annual meeting (1960), by doing the necessary work, and spill the water for East and South Fields there.

Motion was lost for want of a second.

Motion by Vereen Bingham that we give the Rider further consideration and finish the work started on the spill way and spill the water there. This motion was lost for the want of a second.

Vereen Bingham withdrew his motion in preference to that one of Dale Mc Kay's. Which reads as follows: that the Board of Directors carry out the wishes of the stockholders as given or expressed in the last annual meeting by doing the necessary repair work on the ditch and spill way; and spill the East and South fields water there.

Seconded by Vereen Bingham. Four voted for it, one against it and Herbert Williams did not vote. Motion carried.

Richard Lemmon reported on his assignment to see Mr. Gardner in Malad about drilling a test hole for a well. Mr. Gardner thought that it might cost approximately between \$700 and \$900, and that it would be about two weeks before he could be here.

It was suggested that the best place for a test hole would be at the Johnny Binggeli place, and that Herbert Williams see about the price of a piece of land near the road would cost for such a thing.

Norman Fannesbeck was chosen to get a competent geologist from U. S. U in Logan, and go over the land for a good spot; after the motion had been made by Norman Fannesbeck and seconded by Eldon Leavitt. Motion carried.

Vereen Bingham made a motion that we adjourn. Seconded by Eldon Leavitt. Motion carried.

We adjourned at 10 P. M.

George E. Mylroie
Secretary

Oct. 2, 1959

JACK MADE MOTION TO LOOK FOR A WELL. JACK KING,
ELDON LEAVITT, AND HERBERT WILLIAMS TO LOOK INTO...

WESTON IRRIGATION COMPANY
Annual Meeting

Feb. 15, 1960

The Annual meeting of the Weston Creek Irrigation Company was called to order by the President, Dale F. Mc Kay at 11 A. M. in room 14 of the Weston Church building, at Weston, Franklin County, Idaho.

A count of the number of shares of stock and proxies represented at the meeting was made, which totaled 1797.68. It was decided that we could go ahead with the meeting as there was more than 50% of the stock represented.

The notice of the annual meeting was read; then the minutes of the last annual meeting (1959) were read and approved. A motion was made by Douglas Bergeson that the minutes be accepted as read. Seconded by Eldon Leavitt. Motion carried.

The financial report was read. A motion was made by Richard Lemmon that the financial report be accepted. Seconded by John F. Reeder. Motion carried.

anker Dale F. Mc Kay discussed the loss of water in regards to the two ditches that were under consideration of being changed. It was mentioned that the Mc Culloch ditch was the most expensive one—but because it was the longest, and the water loss was high.

The president spoke about the damage of frost in the canyon. Due to the small amount of water coming over the cement in the canyon, it was not enough to keep it from freezing, and it looks as though the block may have to be replaced.

Felix Feller reported that Darwin had an engineer check a location for a dam, about 80 rods below where Stink Creek crosses the road at Earl Anderson's. There is enough water for a good dam here and it should be considered.

Eldon Leavitt and Dale^Mc Kay told that they had an engineer study the possibility of a dam site below the town of Weston. The engineer told them that the ground was quite gravelly and he could not tell exactly how far back a person would have to go or how deep for the footings. But there was a good location for a reservoir of 2000 Acre feet in one place and of 4,000 Acrefeet in another place. However there would be quite a loss from evaporation.

069508

RECEIVED

FEB 14 1961

WELL LOG AND REPORT OF THE
STATE RECLAMATION ENGINEER OF IDAHO

Department of Reclamation

Permit No. _____ Well No. _____ County FranklinOwner L. BinghamAddress Western, IdahoDriller Charles B. GardnerAddress Malden, IdahoWell location NE 1/4 NE 1/4 Sec. 36, T. 15 N., R. 37 E.Size of drilled hole 14" O.D.

Locate well in section

NW 1/4	NE 1/4
SW 1/4	SE 1/4

Exhibit
#2Total depth of well 160'Give depth to standing water from the ground 73' Water temp. _____ °Fahr.On "Pumping Test" delivery was 2250 g.p.m. or _____ c.f.s. Drawdown was 6 1/2 feet.Size of pump and motor used to make test 12" pump 195 hp engineLength of time of test 12 hours _____ minutes.

If flowing well, give flow _____ c.f.s. or _____ g.p.m. and of shut off pressure _____

If flowing well, described control works _____

(TYPE AND SIZE OF VALVE, ETC.)

Water will be used for irrigation Weight of casing per lined foot 36.71 lbs.Thickness of casing 1/4" Casing material steel

(STEEL, CONCRETE, WOOD, ETC.)

Diameter, length and location of casing 14" O.D. from 0 - 160'(CASING 12" IN DIAMETER OR LESS, GIVE INSIDE DIAMETER;
CASING OVER 12" IN DIAMETER, GIVE OUTSIDE DIAMETER)

CASING RECORD

Diam. Casing	From Feet	To Feet	Length	Remarks—seals, grouting, etc.
14" O.D.	0	160	160	

Number and size of perforations 4 ports 3/8 x 3" located 75 feet to 158 feet from groundDate of commencement of well Aug 1960 Date of completion of well Aug 1960

155-37E-36 NE NE

Exhibit
3

SALE OF REAL PROPERTY AND RECEIPT

For and in consideration of the sum of \$ 1,351.00, I hereby grant unto Lee Schvaneveldt a one-third interest in a water well on my premises together with the water therefrom, as per an agreement hereinafter to be consummated, and unto Norman Fannesbeck and Myron Fannesbeck a one-third interest in said water well together with the water therefrom on my premises as per agreement hereinafter to be consummated, and hereby reserve unto myself a one-third interest to the water well and the water thereof.

Lewis Bincham
LEWIS BINCHAM

Ada Bincham
ADA BINCHAM

STATE OF IDAHO)
 : ss
COUNTY OF FRANKLIN)

On this 23 day of November, 1960, before me, Reed W. Smith, Notary Public in and for said state, personally appeared Lewis Bincham and Ada Bincham known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Reed W. Smith
Notary Public for Idaho
Residing at Preston, Idaho

SEAL

AGREEMENT

This agreement made this 23rd day of November, 1960, by and between Lewis Bingham, Lee Schvaneveldt and Norman and Myron Fannesbeck;

Whereas, Lewis Bingham has paid \$856.00, Lee Schvaneveldt has paid \$856.00 and Norman and Myron Fannesbeck have paid \$856.00 to dig a water well on the premises of Lewis Bingham in the County of Franklin, State of Idaho, and described as follows:

At or near the Northeast Corner of the Northeast Quarter of the Northeast Quarter, Section 36, Township 15 South, Range 37 East of the Boise Meridian; and

Whereas, it is the intention and desire of the above named parties to each have an equal undivided one-third interest in and to said water well. It is hereby agreed as follows:

That Lee Schvaneveldt and Norman and Myron Fannesbeck shall pay for the installation of the pump motor, pipe, power lines, ditches, ~~head-gates~~, measuring devices and whatever is necessary for the conveyance of the water from said well to the afore mentioned parties land, and shall have the flow of the water from said well as follows: One-half to Lee Schvaneveldt and one-half to Norman and Myron Fannesbeck except as hereinafter provided.

Said Lewis Bingham now has his land in Soil Bank and at any time he or his assigns, purchasers or heirs desire to use one-third of the water from said well, said Lewis Bingham or his transferee shall pay one-third of the expense of installing the afore mentioned pump motor, pipe, power lines, ditches, ~~head-gates~~, measuring devices and whatever is necessary for the conveyance of the water from said well.

Provided further, that the afore mentioned pump motor, pipe, power lines, ditches, ~~head-gates~~ and measuring devices shall be depreciated each year at the rate of 7½ percent, that is to say; that Lewis Bingham's one-third share shall be deducted 7½ percent for each year that he is not receiving water.

Said Lewis Bingham further agrees and hereby grants to all parties connected herewith a right-of-way for maintenance and repairs and necessary ditches, roads and easements leading to and from said water well to the parties property named herein.

Said Lee Schvaneveldt and Norman and Myron Fannesbeck will pay all expenses of power maintenance and assessments levied against said water well the time they use the water, and in the event that said Lewis Bingham joins in the use of his one-third, then he shall pay one-third of the expenses and maintenance.

To clarify this contract, Norman and Myron Fannesbeck shall be considered as one and have a one-third undivided interest.

Lewis Bingham hereby agrees to perfect his Water Application and Well Permit.

IN WITNESS WHEREOF. We hereby set our hands and seals this 30 day of January, 1961.

Lewis Bingham
L. E. Schvaneveldt
J. Myron Fannesbeck
Norman D. Fannesbeck

STATE OF IDAHO)
COUNTY OF FRANKLIN) SS

On this 30 day of January, 1961, before me, Dell W. Smith, a Notary Public in and for said state, personally appeared Lewis Bingham, Lee Schvaneveldt, Norman and Myron Fannesbeck, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Seal

Dell W. Smith
Notary Public for Idaho
Residing at Preston, Idaho

State of Idaho
County of Franklin--ss.

Recorded at the request of Myron Fannesbeck at 10:00 a.m., April 29, 1965.

Fee: \$1.80

C. L. Swenson: Ex-Officio Recorder
By Amel P. Lamine Deputy

Lee Schvaneveldt

Weston, Idaho

APPLICATION FOR PERMIT
To appropriate the Subterranean Waters of The State of Idaho

Application No. G- 37949
Permit No. G- 29935
District No.

CANCER
TO:
DATE: 7/10/66

1. Name of Applicant: Jerry Schvaneveldt, Lee Schvaneveldt, Myron Fommesbeck & Norman Fommesbeck
Postoffice address: Weston County: Franklin State: Idaho

- 2. Quantity of water claimed:**

(a) Rate of withdrawal in cubic feet per second four or Idaho
Miners' inches 200 or gallons per minute

(b) Annual withdrawal in acre feet per annum

3. Source of water supply: WELL

4. Location of point of diversion or well is in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8
Twp. 10 S , Rge. 36 E , B.M., County of Franklin

5. Water is to be used for: Irrigation

6. If for municipal, industrial or recreational purposes, give:

(a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
 Rec. , B. M.

(b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , N. M.

7. Kind of works: Well, pump, sprinkler system and flooding type irrigation systems

- # Estimated cost of work: \$ 10,000

9. (a) Is reservoir to be used? yes (three)

(b) Capacity of reservoir: 1 pond, 6 acre ft.; 2 ponds 10 acre ft. each

10. The time required for the completion of such work and complete application of the water to the proposed use is _____ years.

11. If applicant is a corporation, give:

1. (a) Date and place of incorporation:

(b) Amount of capital stock: \$

(c) Amount paid in: \$

(d) **Names and addresses of directors:**

11. The financial resources of the applicant are (a) Cash on hand: \$

(b) **Treasury stock:**

(c) Bonds to be issued:

(d) Other resources:

12. The land to be irrigated is described in the following tabulation:

13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are:

Wagon Creek Irrigation Company

(a) ? (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.

(b) ? (cubic feet per second, inches or gallons per minute) is for new lands.

Exhibit
4

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

By s/ J. Myron Sandbrook

Abstract

Corrected application received:

Recorded in Book 105 Page 29935 Approved July 17, 1961

to be filed on or before

temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before January 1st, 1961

The whole of said work to be completed and beneficial use of water appropriated in accordance herewith, to be made and proofs offered on or before July 1st, 1966

Witness my hand this 18th day of July, 1961

s/ GEO. H. CARTER
STATE RECLAMATION ENGINEER

IN TESTIMONY WHEREOF, We, ROBERT E. SMYLIE, Governor of the State of Idaho,
and ARNOLD WILLIAMS, 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 18th
day of July, 1961.

Countersigned:

STATE OF IDAHO

(SEAL)

By s/ ARNOLD WILLIAM S
Secretary of State.

By Wm. A. Ruff, Governor

12.

[illegible]

NAME OF APPLICANT

Long Lake, Wisconsin, Inc.

Des Moines National Bank

Form No. 0

RANGE 38 EBM

*65
75*

*54
89*

*May
SIXTH*

*78
18 17*

*89
17 16*

Permit Map No. *29935*

As Approved

CHAS. H. CARTER

JUL 18 1961

Registration Engineer

*18 17
19 10*

*17 16
18 11*

SCALE: 2 inches equal 1 Mile. Draw Plan in Ink.

2935

Exhibit
5

Weston Idaho
February 18 1963

Recieved from Norman & Myron Fannesbeck the sum
of three thousand dollars \$3000.00 as a partial payment
for 1/2 interest in a irrigation well drill up weston creek
on the farm now owned by Jerry Schvaneveldt in the year 1962.

This includes well, pump, motor, and power lines.

Balance due Approxamatly \$1200.00

Lee Schvaneveldt

For Information

Bal. was Paid in full
11-20-64

Federal Savings & Loan Association.

Dealer Name Atlas Eldrs Supply Inc.

By J. B. Cummings

Title Presi

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IDAHO) SS
County of)

On this day of , in the year before me, a Notary Public, personally appeared known to me (or proved to me on the oath of) to be the person whose name is subscribed to the within instrument, and acknowledged and that he (she or they) executed the same.

Notary Public

Resides at

My commission expires

CORPORATE ACKNOWLEDGMENT

Utah
STATE OF IDAHO) SS
County of Salt Lake)

On this 31st day of July, in the year 1964 before me, Alta S. Earl a Notary Public personally appeared J. B. Cummings, known to me (or proved to me on the oath of) to be the President (or Vice President, or Secretary, or Assistant Secretary) of the Corporation that executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

Seal

July 28, 1964
Exhibit
6

Alta S. Earl

Notary Public

Resides at Salt Lake County

My commission expires 4-15-65

STATE OF IDAHO) ss.
County of Franklin)

Recorded at the request of Prudential Federal Savings at 9:35 A.M., August 7, 1964.

Fee: \$3.30

C. L. Swenson: Ex-Officio Recorder

By Paul P. Hain Deputy

-- Compared --

Inst. No. 114606

EQUITABLE

*Released
17-388*

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

THIS MORTGAGE, dated as of the 28th day of July, 1964, between L. E. Schvaneveldt and Naomi Schvaneveldt, husband and wife, and W. LeRoy Cooley and Wilma L. Cooley, husband and wife, whose post office address is Weston, Idaho hereinafter called "Mortgagor," and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation having its principal office and post office address at 1285 Avenue of the Americas, New York 19, New York, hereinafter called "Mortgagee";

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of SIXTY THOUSAND and no/100 Dollars (\$60,000.00) with interest, all as set forth in his certain promissory note ("Note") of even date herewith maturing January 1, 1990.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the Mortgaged Property") hereinafter described, to-wit:

I. The following described real property located in the County of Franklin State of Idaho, to-wit:

Township 16 South, Range 38 East, Boise Meridian Section 4: W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 5: SE $\frac{1}{4}$ Also, beginning at the Southeast corner of SW $\frac{1}{4}$ Section 5, Township 16 South, Range 38 East, Boise Meridian, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet, more or less, to a point on the Weston Ditch; thence Southeasterly following said ditch to a point 660 feet, more or less, North of the place of beginning; thence South 660 feet, more or less, to the place of beginning.

Section 8: NE $\frac{1}{4}$ EXCEPT that portion lying South of Weston Creek.

Section 9: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 10: W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 11: SW $\frac{1}{2}$ SW $\frac{1}{4}$

Together with the irrigation equipment described on the attached schedule.

II. The Mortgagor's interest as lessor in all leases (including, but not limited to, oil, gas and mineral leases) now or hereafter affecting the above-described real property or any part thereof.

RELEASED

9-12-66

creditors or shall file a petition for relief under the Bankruptcy Act of 1898, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner, or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes of rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Mortgaged Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD: The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable): Portable main line and sprinkler irrigation equipment.

FOURTH: That the covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

Witnesses:	L. E. Schvaneveldt	(Seal)
	L. E. Schvaneveldt	
	Naomi Schvaneveldt	(Seal)
	Naomi Schvaneveldt	
	W. LeRoy Cooley	(Seal)
	W. LeRoy Cooley	
	Wilma L. Cooley	(Seal)
	Wilma L. Cooley	

STATE OF IDAHO) 88.
COUNTY OF FRANKLIN)

I, Ted B. Larsen a Notary Public in and for said County and State, do hereby certify that on this 28th day of July, 1964 personally appeared before me the within named ~~XXXXXXXXXXXXXXX~~ Naomi Schvaneveldt; W. LeRoy Cooley and Wilma L. Cooley; L.E. Schvaneveldt to me known to be the individual(s) described in and who executed and whose name(s) is(are) subscribed to the within and foregoing instrument, and duly acknowledged to me that signed and executed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.

Seal	Ted B. Larsen
(Seal)	Notary Public

My commission expires 5-12-66

M.B. If executed by corporation, corporate form of acknowledgment must be attached.

SCHEDULE I

PORTABLE MAIN LINE and SPRINKLER EQUIPMENT

Plant	Main Line - Portable 30' Length	Size	Length
1	Aluminum main line, with couplers, reducer, and plug	5"	1020 ft.
	" " " " "	6"	360 ft.
	" " " " "	8"	2550 ft.
	" " " " "	10"	660 ft.
	Aluminum main line, with elbow, tee, couplers, 10" gate valve	10"	540 ft.
2	Aluminum main line, with couplers, reducer, end plug, risers and valve caps	5"	510 ft.
	" " " " "	6"	1350 ft.
	" " " " "	7"	1260 ft.
SPRINKLER EQUIPMENT			
6	$\frac{1}{2}$ mile aluminum laterals, with center risers, and rainbird sprinkler heads	4"	$1\frac{1}{2}$ mi.
1	$\frac{1}{2}$ mile aluminum lateral, with center risers and rainbird sprinkler heads	3"	$\frac{1}{2}$ mi.

NOVEMBER 12, 1965

RE: Permit No. G-29935, Jerry Sehvanaveldt et al
G-28818, Stirling Bingham et al

LeRoy Cooley
Weston, Idaho

Dear Mr. Cooley:

This is in reply to your letter of November 12 requesting information on two wells.

Our records do not contain all the information you requested; we hope what we have will be of use to you.

The well on the Bingham farm, Permit No. G-28818, is in the NE1/4, Sec. 36, T. 15 S., R. 37 E., B.M. It has 150 feet of 18 inch casing, is 150 feet deep and the static water level is 90 feet. The proofs of completion of works and beneficial use of the water claim 4.0 c.f.s. for use on the NE1/4, Sec. 36, T. 15 S., R. 37 E., B.M.; SW1/4, NW1/4, W1/4, Sec. 31, T. 15 S., R. 38 E., B.M.; SE1/4, Sec. 5; 132A. NE1/4, 52A. NW1/4, NE1/4, Sec. 8; SW1/4, Sec. 9; W1/4, SE1/4, Sec. 10; SW1/4, Sec. 11; SW1/4, Sec. 16; T. 16 S., R. 38 E., B.M. This office has not inspected the works. — July 15, 1966

The other well to which you refer, Permit No. G-29935, is in the NW1/4, Sec. 8, T. 16 S., R. 38 E., B.M. The permit is for 4.0 c.f.s. for use on the SW1/4, Sec. 9; SW1/4, 30A. NW1/4, 10A. NE1/4, 25A. NW1/4, Sec. 8; 25A. SE1/4, Sec. 5; 10A. SW1/4, 24A. SE1/4, Sec. 16; 6A. SW1/4, 5A. SE1/4, Sec. 11; T. 16 S., R. 38 E., B.M. —
SEC. 21 T 16 S R 38 E

The rights to the water covered in these permits can be assigned by completion of the enclosed assignment forms. The fee is \$0.50 each.

Returned find your questionnaires.

Very truly yours,

RALPH W. THOMAS
Deputy State Reclamation Engineer

RWT:mr

Enc. assignment forms, questionnaires

28818

Exhibit
7

CANCELLED
PERMIT

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

IN THE MATTER OF CANCELLATION OF PERMIT)
TO APPROPRIATE THE PUBLIC WATERS OF THE)
STATE OF IDAHO NO. G-29935)

ORDER OF CANCELLATION

Jerry Schvaneveldt, Lee, Myron & Norman Fennesbeck

WHEREAS, Permit No. G-29935 lapsed through failure of the holder to
make proof of completion of works within the time specified in the Permit, to-wit
Completion of Works & Beneficial Use due July 18, 1966, and

WHEREAS, due notice was given the holder of said Permit that such proof
would be due on the date above mentioned, and

WHEREAS, on August 25, 1966 notice was sent to the
holder of said Permit to appear before the State Reclamation Engineer on or before
60 days to show cause why such Permit should not be cancelled, and

WHEREAS, the holder of said Permit has failed to comply with the said
requirements, and that no showing has been made as to completion of the works
under said Permit.

IT IS THEREFORE, Hereby ordered that Permit No. G-29935 be and the
same is hereby cancelled and held for naught.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the Department, at Boise, Idaho, this 7th day of November
19 66.

[Signature]
State Reclamation Engineer

21935

PAGE
#1

THIS AGREEMENT, made and entered into on the 2nd day of May, 1967, by and between L. E. SCHVANEVELDT and NAOMI T. SCHVANEVELDT, husband and wife, of Weston, Franklin County, Idaho, hereinafter referred to and designated as Sellers, and ELRAY BALLS and JANICE S. BALLS, husband and wife, as joint tenants and not as tenants in common, with full rights of survivorship, of Weston, Franklin County, Idaho, hereinafter referred to and designated as Buyers;

WITNESSETH:

1. That the Sellers, for the consideration and on the terms and conditions hereinafter provided, agree to sell to the Buyers, and the Buyers, on said terms and conditions, agree to purchase that certain real and personal property located in Weston, Franklin County, Idaho, which said property is more particularly described as follows:

REAL PROPERTY:

The Southeast Quarter of the Southeast Quarter and the West Half of the Southeast Quarter of Section 10, and the Southwest Quarter of the Southwest Quarter of Section 11, Township 16 South, Range 38 East, Boise Meridian.

Also, commencing at a point 587 feet East of the Northwest corner of the Northwest Quarter, Section 14, Township 16 South, Range 38 East, Boise Meridian; thence running East 660 feet; thence South 37 feet; thence West 660 feet; thence North 37 feet to place of beginning.

Together with all appurtenances thereon or thereunto appertaining.

PERSONAL PROPERTY:

1 tractor, new, 1960 Massey Ferguson, with manure loader and attachments.

1 plow set, 3 bottom.

1 drill, 20 hole, Massey Harris.

1 manure spreader, P.O. take off, 1961, Formall.

1 steel derrick, Fork, and cable attachments.

Pumps and motors, laterals and all sprinkling equipment presently on the premises and used on place.

All underground irrigation pipes.

55 milking cows.

10 calves.

MAY 2, 1967
EXHIBIT
8

..., rakes, mowers, buckets.
All tools, shovels, forks, pitch forks, 2 log chains
now on place.

T.V. antenna.

1 wooden granary, 1500 bushel bin.

1 weeder, gear drive, 12 foot, John Deere.

1 pipe wagon, with all pipes and laterals (3/4 mile
laterals) together with all head pipe.

91 shares of Weston Creek water.

8 shares Twin Lakes water.

Together with an undivided one-half ($\frac{1}{2}$) interest in and
to the following personal property:

4-sections harrow, new, John Deere.

Leveler, made by Lee Schvaneveldt.

1 mower-trail, 1962, John Deere.

1 hay loader, Davis, 1961, Snowko (Ellis Equipment).

1 grain and bail loader, elevator.

1 side delivery rake, 1960, John Deere.

1 hay bailer, 1960 International.

1 set diggers, 12 foot.

1 set diggers, 10 foot.

Together with an undivided one-fourth ($\frac{1}{4}$) interest in a
well presently situated on the home place.

2. The Buyers agree to pay for said real and personal pro-
perty and appurtenances the principal sum of One Hundred Thousand
and no/100 Dollars (\$100,000.00) in lawful money of the United
States of America, payable at Lewiston State Bank in Lewiston,
Utah, strictly within the following times, to-wit:

\$500.00 or more on or before the 15th day of May, 1967,
and \$500.00 or more on or before the 15th day of each
month thereafter until the entire purchase price, plus
interest as hereinafter provided, is paid in full.

Concurrent with the execution of this Agreement, Buyers agree to
execute and to maintain in force at all times during the term of
this Agreement an Assignment from their mid-monthly milk check,
by the terms of which the company paying said milk check to Buy-
ers shall be authorized and directed to withhold \$500.00 from
each said mid-monthly check and to remit the same to Lewiston
State Bank, Lewiston, Utah, the Escrow Holder, as payment on the
monthly installments herein provided. Nothing herein contained
shall, however, be construed to release Buyers from liability to

3
insufficient to cover the same. It is understood that Buyers are presently selling their milk to Pet Milk Company; and in the event the Buyers sell their milk to any other company or companies during the life of this Agreement, they agree to execute and deliver the necessary milk check assignments to implement the provisions hereinabove contained.

3. All payments made by the Buyers shall be applied first to interest and the balance to reduction of principal. Interest will be charged and paid from May 1, 1967 on all unpaid portions of the purchase price at the rate of one percent (1%) per annum, and the Buyers may at any time prepay all or any part of the purchase price without penalty. All payments made by the Buyers shall be paid to Lewiston State Bank, Lewiston, Utah, which Bank is hereby designated as the Escrow Agent of the parties; and said Bank is hereby authorized and instructed to remit each payment made by the Buyers to the Federal Land Bank of Berkeley, Preston, Idaho, until a total of \$6,000.00 has been paid in each calendar year of this Contract to said Bank. At such time as a total of \$6,000.00 has been remitted to the Federal Land Bank of Berkeley in any year of this Contract, all sums in addition thereto which are paid by the Buyers shall be remitted to Sellers jointly during their lifetime, and upon the death of either Seller, then to the survivor or to the order of Sellers or the survivor of them in writing. Sellers agree to forthwith instruct the Federal Land Bank of Berkeley to provide the Escrow Holder with a receipt for payments made as hereinabove provided. Upon receipt of the unpaid balance due to the Federal Land Bank of Berkeley and at such time as Sellers' obligation to the Federal Land Bank of Berkeley is paid in full, all payments made by the Buyers on this Contract thereafter shall be remitted to Sellers jointly during their lifetime, and upon the death of either Seller, then to the survivor or to the order of Sellers or the survivor of them in writing.

4. Possession of the premises herein described was delivered to Buyers on May 1, 1967, such possession to continue unless terminated as set forth in this Agreement.

5. It is understood and agreed that if the Sellers accept payment from the Buyers on this Contract less than according to the terms herein mentioned, then, by so doing, it will in no way alter the terms of the Contract as to the forfeiture hereinafter stipulated or as to any other remedies of the Sellers.

6. Buyers shall have the right to sell or dispose of the personal property described in paragraph 1 of this Agreement, provided that such items as are sold are replaced by an item of equal or greater value for which the purchase price is paid in full. Prior to the time that any item of personal property described in paragraph 1 is sold, Buyers agree to notify Sellers of the sale or disposition and to provide Sellers with evidence of payment for the item purchased to replace such item sold; and the title to the item purchased by the Buyers shall vest in Sellers as security for the performance of this Agreement until the purchase price herein provided has been paid in full.

7. Buyers agree to operate the dairy set-up in a husbandma like way and to comply in all respects with all requirements now in force or hereafter to be promulgated by any governmental or industrial agency in order to maintain said premises and dairy set-up in a condition equal to or better than its present condition.

XV
4
ments on said premises are paid through December 31, 1966. Sellers agree to pay real property taxes to May 1, 1967, and Buyers agree to pay real property taxes against the property from and after May 1, 1967; and, in addition thereto, Buyers agree to pay all assessments of every kind and nature which are or which may be assessed or levied from and after May 1, 1967, and to hold Sellers harmless from any loss, demand, or claim arising from Buyers' refusal, failure, or neglect so to do.

9. Buyers agree, during the life of this Contract and until the purchase price herein has been paid in full, to keep the buildings and improvements on the property described in paragraph 1 of this Agreement insured in a company acceptable to the Sellers for an amount not less than the following limitations:

\$14,000.00 on dwelling; \$3,800.00 on dairy barn; \$3,000.00 on stock shed; \$1,000.00 on stock shed; \$1,000.00 on calf shed; \$2,000.00 on cinder-block garage; \$5,000.00 on machine shed.

Such insurance shall be written in the name of the Sellers as their interest may appear, and a copy of the insurance policy, together with a receipt showing payment of the premium, shall be delivered to the Escrow Holder herein named.

10. In the event Buyers shall default in the payment of any general or special taxes or assessments or in payment of any water stock assessments or taxes or any insurance premiums as herein provided, the Sellers may, at their option, pay said taxes and/or assessments and/or insurance premiums; and if Sellers elect so to do, then the Buyers agree to repay the Sellers upon demand all such sums so advanced and paid by them, together with interest thereon from the date of payment of said sums at the rate of three-fourths of one percent ($\frac{3}{4}$ of 1%) per month until paid. In the event Buyers fail to repay said sums so advanced within the notice period provided in paragraph 17 of this Agreement, such failure may, at the option of the Sellers, be construed as a breach of this Agreement and shall make available to Sellers the remedies against Buyers provided in paragraph 17 of this Agreement.

11. It is understood that there are presently outstanding certain gas and mineral leases on the gas and mineral rights of the property described in paragraph 1 of this Agreement. Sellers reserve a one-half interest in all gas and mineral rights on said premises and a one-half interest in all outstanding gas and/or mineral leases on said premises as of the date hereof.

12. In the event there are any liens or encumbrances against the said premises other than those herein provided for or referred to or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Sellers, then the Buyers, at their option, may pay and discharge the same and receive credit on the amount then remaining due hereunder, and thereafter the payments herein provided to be made may, at the option of the Buyers, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

13. Buyers agree that they will not commit or suffer to be committed any waste, spoilage, or destruction in or upon said premises and that they will maintain said premises in good condition.

1414
F. 7
shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, or assigns.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

L. E. Schvaneveldt
L. E. Schvaneveldt

L. Bunt Haggan
Witness

Mrs Naomi T. Schvaneveldt
Naomi T. Schvaneveldt

SELLERS

El Ray Balls
El Ray Balls

L. Bunt Haggan
Witness

Janice S. Balls
Janice S. Balls

BUYERS

The undersigned, LEWISTON STATE BANK, LEWISTON, UTAH, hereby acknowledges receipt of the following described papers:

Original of this Agreement
Warranty Deed
Bill of Sale
Insurance Policies

Said Bank agrees to hold said papers as Escrow Holder, but in doing so assumes no liability except only for the reasonable diligence of said Bank in the retention and care of the papers above described.

It is further agreed that in case said Bank shall see fit to notify any debtor that his payments are due or past due on his contract, that said acts are only done for the convenience of the debtor and creditor, and that said Bank has no obligation to give said notice nor shall the giving of said notice by said Bank create or evidence any liability on the part of said Bank whatsoever.

In the event Buyers default under the terms of this Agreement and such default shall continue for the period herein provided, then, in that event, Sellers may demand from the Escrow Holder and the Escrow Holder shall forthwith deliver to Sellers the documents deposited herewith.

WARRANTY DEED

THIS INDENTURE, made this 8th day of May in the year of our Lord one thousand nine hundred and Sixty-seven between J. MYRON FONNESBECK and LONETA H. FONNESBECK, husband and wife of Preston, County of Franklin, State of Idaho the parties of the first part, and NORMAN D. FONNESBECK and DONNA MAE FONNESBECK, husband and wife of Weston, County of Franklin, State of Idaho the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$1.00 and other good and valuable considerations lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

That Northeast quarter, the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 8, Township 16 South, Range 38 East, Boise Meridian.

Commencing at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 8, Township 16 South, Range 38 East, Boise Meridian, running thence South 80 rods; thence East 20 rods; thence North 80 rods; thence West 20 rods to place of beginning.

Commencing at the Southwest corner of the Northeast quarter of Section 8, Township 16 South, Range 38 East, Boise Meridian, running thence North 68 rods; thence Southeast 148 rods to a point 28 rods West of the Southeast corner of said quarter section; thence West 132 rods to place of beginning.

Beginning at the Southeast corner of the NW 1/4 of Section 8, Township 16 South, Range 38 East, Boise Meridian, running thence North 745 feet, thence Northwest along Weston Canyon Road 165 feet, more or less, thence South 412 feet, thence East 125 feet to the place of beginning.

SW 1/4 SW 1/4 Section 9, Township 16 South, Range 38 East, Boise Meridian. East 10 rods of the SE 1/4 SE 1/4 Section 8, Township 16 South, Range 38 East, Boise Meridian.

Beginning 30 rods East from NW corner S 1/2 SW 1/4 Section 13, Township 16 South, Range 38 East, Boise Meridian, thence North 25 rods; thence East 32 rods, thence South 37 rods, thence Northwesterly to point 10 rods South place of beginning; thence North 10 rods to place of beginning.

Beginning at point which is arrived at by running 61 rods East from SW corner SW 1/4 Section 13, Township 16 South, Range 38 East, Boise Meridian, thence Northwesterly along county road 59 rods to POINT OF BEGINNING; thence East 39 rods; thence Northeast 30 rods to North line of S 1/2 SW 1/4 said Section 13; thence West 297 feet, more or less, to point 62 rods East of NW corner S 1/2 SW 1/4 said Section 13, thence South 12 rods; thence Westerly to point 10 rods S of N line of S 1/2 SW 1/4 said Section 13, and due North of place of beginning, thence South to place of beginning.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said part of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part of the second part, and to heirs and assigns forever. And the said part of the first part, and heirs, the said premises in the quiet and peaceable possession of the said part of the second part heirs and assigns, against the said part of the first part, and heirs, and against all and every person and persons whosoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part of the first part has hereunto set hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

x Myron Fannesbeck (SEAL)

x Loneta H. Fannesbeck (SEAL)

STATE OF IDAHO,

County of Franklin - ss.

On this 26th day of May in the year 1967, before me James P. Tasso a Notary Public in and for said State, personally appeared J. Myron Fannesbeck and Loneta H. Fannesbeck known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Seal

James P. Tasso

Notary Public, Residing at Preston, Idaho

Comm. expires January 6, 1969

STATE OF IDAHO,

County of Franklin - ss.

Recorded at the request of Star Company at 10:10 A.M., June 14th, 1967.

Fee: \$2.30

C. L. Swenson: Ex-Officio Recorder

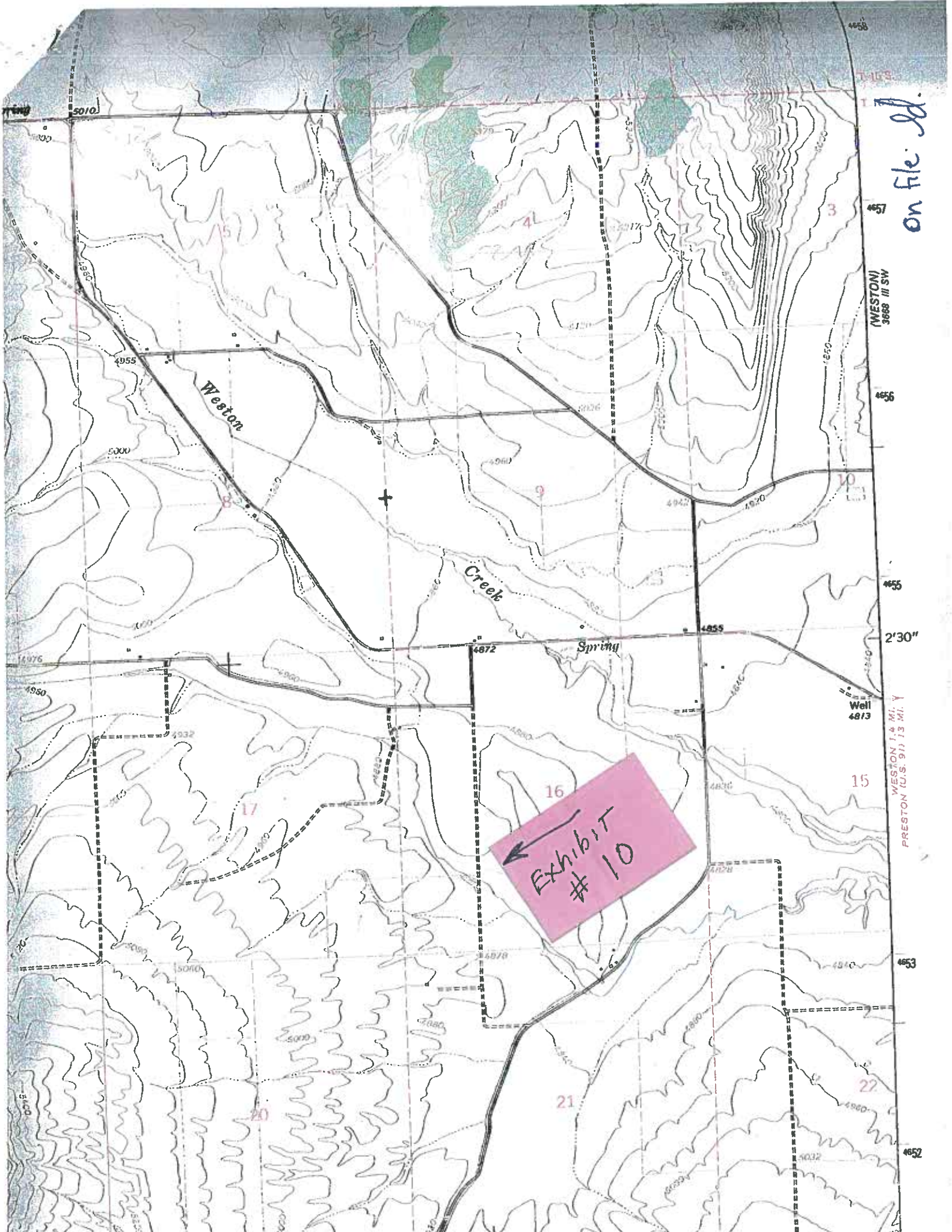
-- Compared -- By Marilene Swenson Deputy

MAY 8, 1967
Exhibit 9

"1958"

INSTR # 101948

Mike -> Norm



on file. Jd.

(WESTON)
3668 III SW

WESTON 1.4 MI.
PRESTON U.S. 911 13 MI. Y

Exhibit
10

FOR SALE & RENT



CONSERVATION PLAN MAP

Prepared by UNITED STATES DEPARTMENT of AGRICULTURE * SOIL CONSERVATION SERVICE
cooperating with

Franklin

S. C. DISTRICT

OWNER Norman O. Fannesbeck

S. Weston

FARM NO.

DATE 3-69

OPERATOR

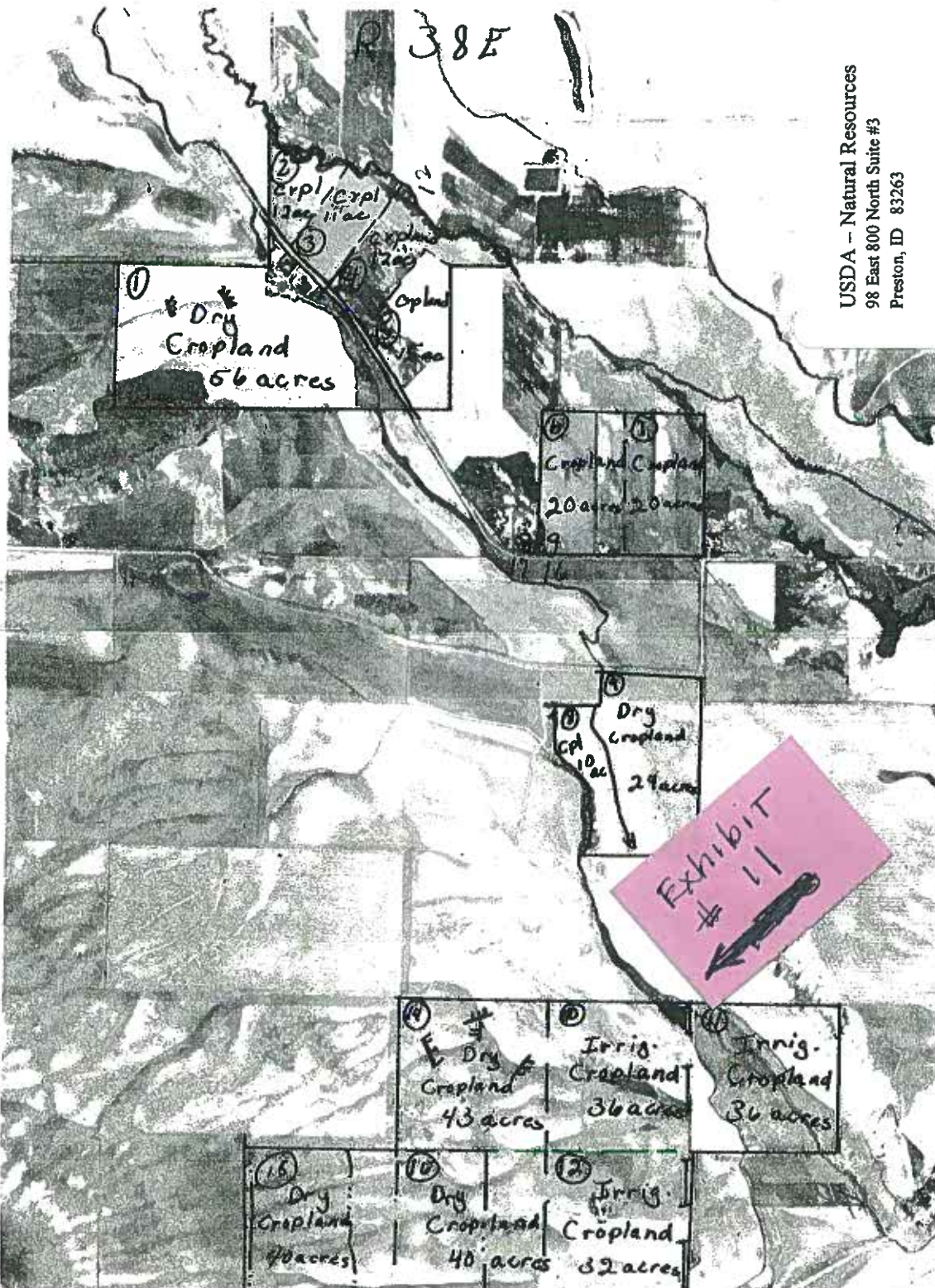
SCALE 4 1/2 MI ACRES 756

Franklin

Idaho

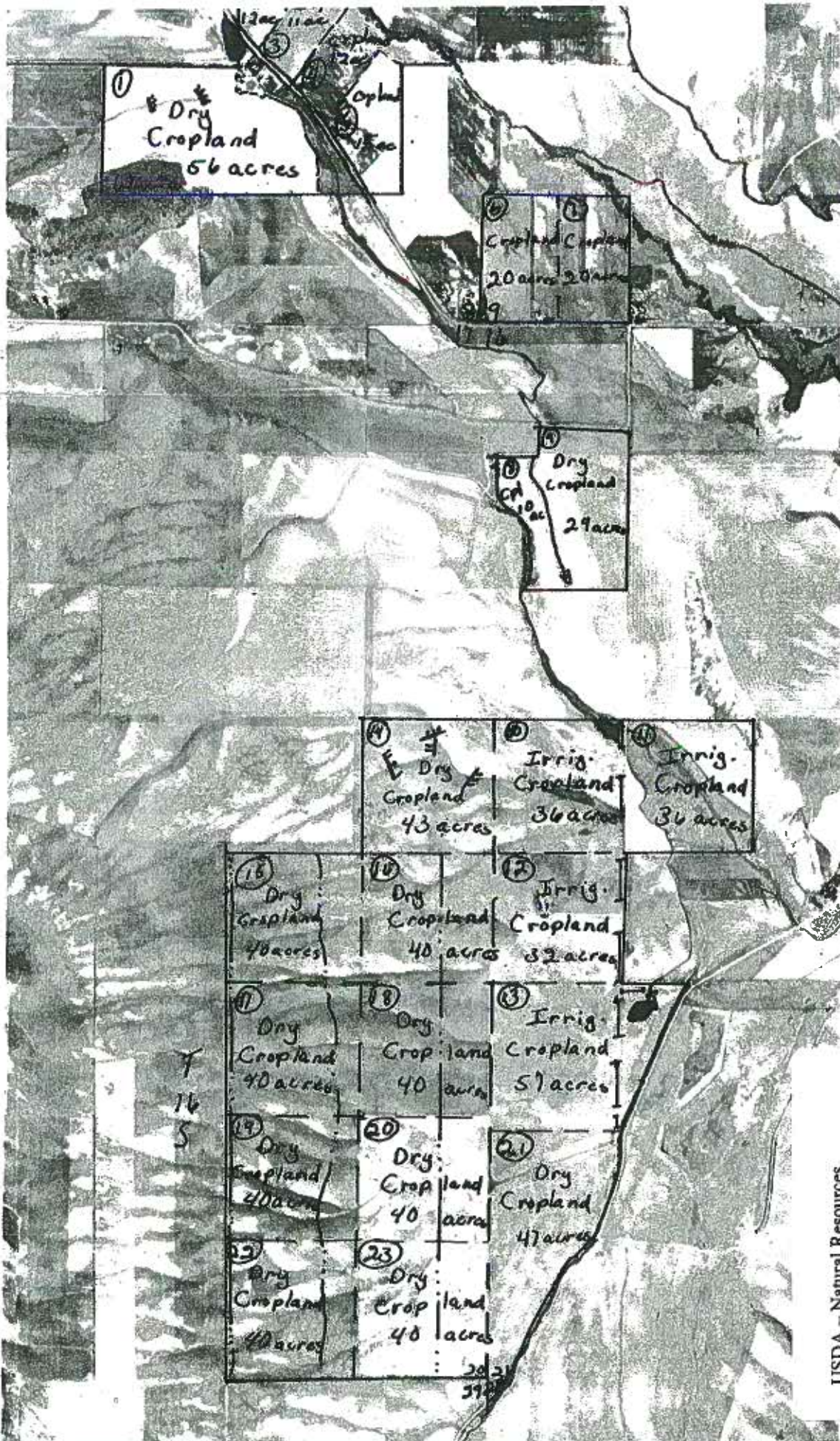
STATE

PHOTO NO. DHW-IR-782,189



USDA - Natural Resources
98 East 800 North Suite #3
Preston, ID 83263

on file



USDA - Natural Resources
 98 East 800 North Suite #3
 Preston, ID 83263

on file 2d

240996 1-8

My name is J. Myron Fannesbeck and I wish to attest to the following series of events concerning the ownership of two groundwater wells located in Weston, Idaho.

Well #1 is located in the NE ¼ of the NE ¼ of Sec 36 T15S R37E

Well #2 is located in the NW ¼ of the NE ¼ of Sec 8 T16S R38E

In 1960, well #1 was drilled and cased by Gardner Drilling at the request of the Weston Creek Irrigation Company and who later declined to further develop it. Lewis Bingham, Lee Schvaneveldt, and Norman & Myron Fannesbeck, joined together by agreement to develop this well.

By the end of 1960, the undeveloped well #1, itself, was owned as follows:

- 1/3 Lewis Bingham
- 1/3 Lee Schvaneveldt
- 1/3 Norman and Myron Fannesbeck

Exhibit
12

Starting in 1961, improvements to the well #1 were installed and financed by Lee Schvaneveldt and Norman & Myron Fannesbeck. The first improvements include the installation of a 12' by 12' cement foundation and base to install a stationary diesel engine and vertical shaft driven turbine pump, horizontal gear head, 8 inch discharge to a 10 inch check valve and then enough 10 inch steel pipe to carry the water directly west to the main channel of Weston Creek which is also the main canal of the Weston Creek Irrigation Company (which runs through the Bingham property), a cement spill and weir box into the canal, and a diesel engine to drive the pump. We also had to put in some new weirs and dividers in the Georgeson ditch to separate our new water from water normally going further down the ditch to other users. We operated with a diesel engine for the first 2 and possibly 3 years until we could get 3-phase power to the well site and then we converted over to a 75 hp electric motor.

Also in 1961, Lee, Norm and I, joined together to find and develop another well site on our own property. We had drilled several test holes and the only one that proved satisfactory for irrigation was located on Lee's property north of the Weston Creek. Charlie Gardner gave us his best advice as to where to drill our last hole, but he had some commitments elsewhere, and Lee had another driller come in and do this one so we could stay on schedule.

By the end of 1961, the ownership in the improvements (pump, engine, fixtures to deliver water, etc.) to pump water from the well #1:

- ½ Lee Schvaneveldt
- ½ Norman and Myron Fannesbeck

Ownership in the well (potential water right and casing) itself:

- 1/3 Lewis Bingham
- 1/3 Lee Schvaneveldt
- 1/3 Norman and Myron Fannesbeck

Recorded at the request of

Jay Fannesbeck

____ a.m. MAR 26 2008 p.m. 2:37

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

Starting in 1962, plans were in the works for Utah Power and Light to bring 3-phase power "up the creek" from the substation in Weston to operate several wells being developed in the Weston Canyon area. Our well #1 was operating with a diesel engine, the same situation for Herbert Williams. Jack King had a well cased not far from our well #1 and we had well #2 cased on Lee's farm and were installing a pump and motor. Lee was also in the process of installing a 40 hp electric pump on his farm in section 10 and 11 to sprinkle irrigate this piece. All these irrigation systems were in preparation to go on line as soon as 3-phase power could be connected. We were all anxious to have power as soon as possible, yet I am not certain whether UP&L got the lines in that fall or by the following spring or summer. We had to put up some considerable front money to get the new line in and then sign into an agreement to guarantee to pay a minimum amount each year for the next 5 to 10 years.

At the end of 1962, the ownership in well #1 remained the same.

The ownership in Well #2 was as follows:

1/2	Lee and Jerry Schvaneveldt
1/2	Norman and Myron Fannesbeck

In 1963 Lew died and we learned that he had sold his farm and interest in well #1 to his sons, Sterling and Vereen. Norm, Lee, and I continued to pump well #1 with diesel and whether we had everything operating with well #2, I am not sure. **The water from well #1 was discharged into the Weston Creek canal and commingled with our shares of Weston Creek water.** The water was later divided into the Georgeson ditch or the Anker ditch at the main divider located in Section 5. The water was measured and rotated between ditches by the watermaster to accompany our water turns with Weston Creek. This gave us a double stream to irrigate with. We ran water all the way out to my farm on the east side of Stink Creek located in Section 21 and Lee was running water all the way to his farm located in section 10. We had other irrigated lands between these points. We were flood irrigators at this time and it took as big a stream as possible to do us the best good. When we got well #2 operating, Lee purchased some aluminum mainline, handlines, and sprinkle irrigated. We ran the water from this well down a ditch that went south from the well. We had problems getting the water past Weston Creek and it made more sense for us to use all the water out of well #1 and Lee use all the water out of well #2.

1964 was a big year for changes.

Jerry Schvaneveldt chose to leave the farm to pursue his ambition with horses and Lee was looking at selling out. Lee was making it known that he was going to sell both of his farms and dairy. Norm, Lee, and I, were having discussions on how we would handle this partnership we had established with these two wells. Norm and I had just purchased another tract of land from the Georgesons in section 9. This gave us another piece to irrigate that was closer to the source of water.

The best solution would have been for Norm and I to buy Lee's farm, but with the additional water, Lee's property suddenly got a little too pricey. It was difficult enough to pay for the land we had just purchased and the improvements on these wells. So, as bad as we would have liked to purchase Lee's farm, it was not feasible for Norm and I at this time. I can't remember what Lee did this year but Norm continued to irrigate our land out to the homestead by flooding (and may have been sprinkling by now) and continued to flood irrigate the ground on the Georgeson place. By late in the summer or by fall, Lee had found a buyer for his farm. His name was Cooley from Newton and he and his boys were now running the farm.

By the time the 1964 irrigation season arrived, I am sure we finally had 3-phase power "up the creek". We replaced our diesel pump with a 75 hp electric motor at well #1, and had a 100 hp electric motor and pump operating at well #2. Norm installed the diesel engine onto a trailer and connected it to a centrifugal pump with a suction hose and screen to make it portable. We were running the water from the well #1 into the Weston Creek system and it was divided later downstream into the Georgeson ditch together with our water turn from Weston Creek. Norm built a reservoir where the Black Canyon Creek entered our property at the homestead, and one further upstream. This gave him a way to store water and then pump it into a portable aluminum mainline and sprinkler pipe which he had now purchased. This worked well for sprinkle irrigating his land in section 16 and 21. We continued to flood irrigate our land in section 8 and 9.

We tried many combinations to establish the most efficient use of the water we had available. Lee, his family, or the Cooleys were doing the same. We could not get water from well #2 into the Georgeson ditch and so we irrigated our land in section 8 and 9 with this source. This was not easy. Flash floods coming down Weston Creek would destroy our flume over the creek. Norm and I, and the Mickelsens, had the same problem out south and spent a lot of time and money to bury a pipeline under Stink Creek with other improvements to use our water out south. We were thinking we would have to do the same kind of project under Weston Creek if we were to continue using the water out of well #2. This was considered for the next year. Until we solved this problem, we concluded that it worked at the time for Norm and I to use our share of water out of well #1 and Lee or Cooleys would continue to use the water from well #2.

1965.

Binghams decided they were going to use the well this year.

Lee (or our new partner, Mr. LeRoy Cooley) took responsibility for perfecting the water right for well #2 since it was on his property. Sterling and Vereen took responsibility for perfecting the water right for well #1 for the same reason.

I was busy with my job in Preston working at the ASCS office and Norm was extremely busy trying to take care of our farming operation which had grown quite large. To be quite honest, this was a new experience working through a water right application, and I was not always informed of all the details on what needed to be done or what was actually being done. Sterling and Vereen were getting help from sources in town (Preston), and I assumed Lee (or LeRoy) was doing the same. On occasions I was

informed and kept up to date on what was being done, and when I was needed, I did what I could or was necessary to help things move along.

1966.

This was an important year for finishing the work to get our water rights established. I know that I was informed that everything was taken care of. Bingham chose to use the well again this year, especially when they thought the water inspector from the State might be showing up. Norm and I, and our new partner, felt if they were going to use the well, this created an obligation for them to pay for their 1/3 share of the improvements to well #1 as agreed upon. **Norm and I approached Sterling and Vereen, and I thought or assumed they had agreed to act on this, but we never got anything from them. To the best of my knowledge, neither did Lee or the Cooleys.**

Lee was having problems with the sale of his farm, (something to do with the Cooleys getting their own financing to cash him out or payments, or whatever), and he approached Norm and I about trading interests in the two wells. Supposedly, that would help, or was necessary at the time. Lee was a true wheeler dealer and he had a problem he was trying to solve. He needed us to trade our 1/2 interest in well #2 for his 1/2 interest in well #1. This was not beneficial to us, and it was a hard and really a bad decision for us to go with this proposal. Well #2 was closer to our farm and had better potential for use. Our goal was to have a source of water that was on our farm or closer than well #1, and it made no sense for us to bargain away our use of this well, but, Lee was quite motivated to solve his problem and came at us with an incentive; that by trading, the established water rights that went with well #1 and appurtenant to his farm would be ours, and, he would be assuming the rights established by well #2. It was getting difficult to know exactly who we were going to be partners with at this point, and we chose to be accommodating to Lee and make the trade, which gave him or the Cooleys the full ownership in well #2 and Norm and I owned everything but a 1/3 interest in the well itself at well #1.

LeRoy Cooley and his boys seemed like good and capable people, and I just assumed Lee had turned everything over to them to finish up the water right on well #2. I had talked to them and they seemed to be on top of it. LeRoy said he had been talking with the people in Boise and I felt assured that he was getting the job done.

By fall, our water right on well #1 was completed and we were notified that we would be issued a license. Sometime later, either Norm or I was notified that our permit and application for a water right on well #2 was cancelled. Our agreement to trade interests in the two wells was firm at this point and well #2 was no longer our concern. At this moment in time, Norm and I had bargained, traded, and acquired, a major interest in well #1 and the right to irrigate 347 acres of ground with it. This was now our concern and we went to work to utilize our investment.

240996 5-8

1967.

Another year for big changes. The sale to Cooleys had failed and Lee was working out some other agreements with his kids to help them purchase the farm. In the spring, Lee ended up selling his farm and dairy in Weston (sections 10 and 11) to his son-in-law, ElRay Balls, and daughter, Janice, and included with it; all of his water stock in Weston Creek and a 1/4 interest in well #2.

Lee retained a 3/4 interest in the well, for the farm where well #2 is located (section 8), and, this was to be the source of water that went with this particular farm.

I was realizing that I could not farm at the scale Norm and I had reached and also manage my Government job. The two of us decided this year to divide the farm operation. Norm would continue to farm all of the land west of town and lease my share. I had just purchased a piece of irrigated land from Marcell Pitcher and was planning on running this place with another piece we had southeast of town.

The obligation and opportunity came for Bingham to come into their full 1/3 ownership of well #1 (1/3 in well itself and 1/3 share of improvements), and, they chose instead to dodge, ignore, refuse, decline, or whatever, and did not pay anything toward honoring our agreement. Norm and I had invested a lot of money in this venture, we needed them to pay their fair share of the expenses, we needed the money for our own operations, and we would have been greatly appreciative if they would have paid it, but we were not going to fight over it

The logical conclusion, and one that we could see we would be living with, was simple; that if they chose not to pay or buy in on the share offered to them by agreement at this time, then the improvements would belong to Norm and I. A fair and reasonable conclusion, and one that was predictably going to be the outcome. Their reasoning became that they were not using the well enough or even planning on using it enough to owe us anything, but if things changed, they assured us that they would make it right.

To this day, from all of my discussions with Norm and anyone else, to the best of my knowledge, they, being Sterling, Vereen, or any of their successors, have not paid or offered anything toward honoring this part of our original agreement. All of the capital and expenses to add the improvements to pump water from well #1 have been paid for by Norm, Lee, or myself.

Therefore, at the end of 1967, the ownership in well #1 was as follows:

- 1/3 of the well itself (water and casing) still belonged to Sterling and Vereen Bingham, with the right to irrigate 59 acres from water right 13-2209.
- 2/3 of the well itself (water and casing), with the right to irrigate 347 acres of land from water right 13-2209.
and
- 2/2 of the improvements (pump, motor, piping and electrical service) belonged to Norman and Myron Fonnesbeck.

The ownership in well #2 and improvements were as follows:

- $\frac{3}{4}$ Lee Schvaneveldt
- $\frac{1}{4}$ ElRay and Janice Balls.

1968.

From this time and forward on, my involvement with well water "up the creek" became minimal, and in approximately '79 or '80, I approached Norm about buying my share. He had just installed a new pumping station, buried mainline, and sprinkling equipment on the Georgeson farm to convert from flooding. We were both quite involved with a proposed piping project for Weston Creek Irrigation Company that would convert everyone over to gravity pressure.

Norm had quit leasing my share of the farm out on Stink Creek and was focusing more attention on his irrigated land. I wasn't involved with the water anymore and assumed Norm should have the control. He declined my offer.

I approached Glade Schvaneveldt who was now leasing my land and the Mickelsen farm which is directly adjacent. He had other land that he was irrigating and felt this would be a great benefit to him and we worked out an agreement for him to own my share of the well and water rights.

Glade had made improvements to his irrigating system on the Mickelsen place and was now sprinkle irrigating instead of flooding. He had purchased a diesel pump and portable mainline and was pumping directly out of the Black Canyon creek. He had also installed a new pumping station and mainline on his property in the NW1/4 of Sec. 16 and was able to pump directly out of Weston Creek. Having the well water to supplement creek water was viewed as a huge benefit to him.

In '82, my nephew, Jay, purchased the Mickelsen farm. This brought some changes to Glade's plans, and he moved his share of using the water elsewhere.

I thought I had arrived at a point in my life where I was neither involved or concerned anymore with water problems in Weston. I believe that we have been using water within our right to use it, and, to the best of our understanding at the time. Now that we are learning more correctly how water is administered, and with what has changed over the years, it is apparent that records need to be brought up to date and some things may be required to be done differently than in the past.

This is what I know and know to be true, and I hope it can help with whatever needs to be done.

240996 7-8

To the best of my knowledge, judgment, and understanding of what I have done, seen, and heard, and been party to, I would declare that the ownership of well #1, as of today, would be as follows:

Norman Fannesbeck estate	1/3 of the well and 1/2 of the improvements,
Glade Schvaneveldt	1/3 of the well and 1/2 of the improvements,
Sterling & Vereen Bingham	1/3 interest in the well itself.

and,

To the best of my knowledge, judgment, and understanding of what I have seen and heard, and been party to, I would declare that the ownership of well #2, as of today, would be as follows:

Sid Schvaneveldt	3/4 of well and improvements
ElRay Balls	1/4 of well and improvements

J. Myron Fannesbeck
J. Myron Fannesbeck
~~November 10, 2003~~
APRIL 6, 2006

State of: UTAH, County of: WASHINGTON

On 4/6, 2006, J. Myron Fannesbeck
personally appeared before me, Schuyler F. Best (4954943-0200)

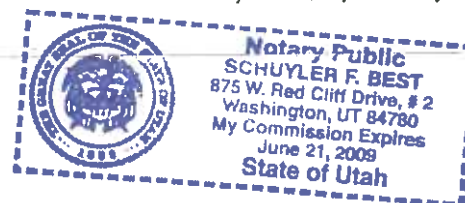
_____ who is personally known to me

X whose identity I proved on the basis of DL - UTM

_____, a credible witness

to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

Schuyler F. Best
Notary Public, My commission expires 6/21/2009



BILL OF SALE

For value received and other consideration, I, **D. Glade Schvaneveldt**, a lifelong resident of Weston, Idaho, do hereby grant, bargain, sell, and convey unto, **Jay Norman Fannesbeck**, also a resident of Weston, Idaho, my 1/3 interest in a particular groundwater well located at the NE corner of the NE 1/4 NE 1/4 Section 36, T15S, R37E, in Franklin County, together with any and all of my share, of the pumping equipment, facilities, and water rights established by, appurtenant to, or associated with the use of this particular well, as evidenced by instrument no. 228119 and 116366, Franklin County Records.

To further clarify this sale, my share or interest in this well succeeds the share or interest owned by Lee Schvaneveldt, as recognized in the originating documents, and acquired by me via Myron Fannesbeck via Norman and Myron's acquisition of Lee's share in a previous agreement. My share of the water right appurtenant to land that was owned by Lee is that located in sections 10 and 11, as evidenced in License No. 132209.

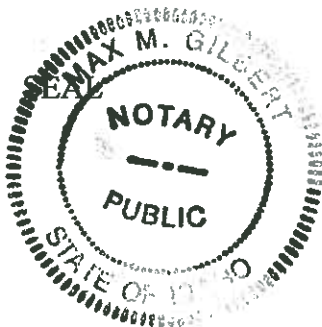
Dated this 7 day of ^{February}~~January~~, in the year 2005.

D. Glade Schvaneveldt
D. Glade Schvaneveldt

STATE OF IDAHO)
 : SS
COUNTY OF FRANKLIN)

ON this 7 day of ^{FEBRUARY}~~January~~, 2005, before me MAX M GILBERT, a Notary Public in and for said state, personally appeared Glade Schvaneveldt, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Max M Gilbert
Notary Public for Idaho, 3-6-06
Residing at Preston, Idaho.

228119

1-10

Exhibit
13

AGREEMENT

This agreement made before the Department of Water Resources of the State of Idaho on the 10th day of November, 2003, by and between Jay Norman Fannesbeck, Trustee for the Fannesbeck Family Trust, Sidney Lee and Charlotte Olsen Schvaneveldt, husband and wife, and ElRay and Janice Balls, husband and wife,

And the above mentioned parties being the heirs, assigns, beneficiary, successor, and or Grantees of property irrigated by two separate groundwater wells developed by their fathers, Norman D. Fannesbeck and Leland E. Schvaneveldt, who shared in the ownership, development, and improvements to the wells in the years 1960 thru 1966 as evidenced by:

See attached

Whereas the intention of this agreement is to document, record, honor, and defend a verbal agreement executed by our fathers in which they traded to each other their respective share in each well.

As a result of the trade, it was the intention of the respective parties, that Lee Schvaneveldt would own 100% of the well located in the NW1/4 NE1/4 Section 8 T16S R38E in Franklin County, together with any and all water rights established by or associated with the use of this particular well,

And, Norman and Myron Fannesbeck would acquire Lee's share of the well located at the NE corner of the NE1/4 of the NE1/4 Section 36, T15S, R37E in Franklin County, together with any and all water rights established by, appurtenant to the land, or associated with the ownership and use of this particular well,

Further, as a result of the trade and agreement by our Fathers, the use of the well water and water right, as evidenced in License No. 13 2209 and appurtenant to the land owned by said Schvaneveldt in section 8, 10, and 11, T16S R38E in Franklin County, Idaho, has been transferred to other lands owned by the Fannesbecks, and to D. Glade Schvaneveldt, a nephew, and the present use needs to be updated and documented with the State of Idaho.

Therefore, each party also agrees to provide, defend, and uphold any conveyance, transfers, or any other documentation necessary as per enforcement of this agreement.

Recorded at the request of

JAY N. Fannesbeck

____ a.m. NOV 16 2004 p.m. 3:45

V. ELLIOT LARSEN, RECORDER
By Ruth K. Rawling Deputy
FRANKLIN COUNTY, IDAHO

228119 2-10

IN WITNESS WHEREOF, we hereby set our hands and seals this 16 day of November, in the year 2004.

Jay Norman Fannesbeck
Jay Norman Fannesbeck, Successor Trustee

Sidney Lee Schvaneveldt
Sidney Lee Schvaneveldt

Charlotte Olson Schvaneveldt
Charlotte Olson Schvaneveldt

ElRay Balls
ElRay Balls

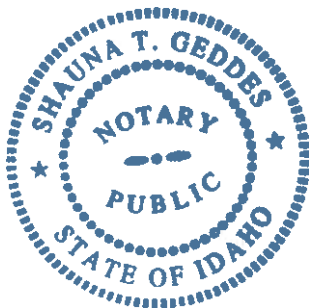
Janice Schvaneveldt Balls
Janice Schvaneveldt Balls

STATE OF IDAHO)
 : SS
COUNTY OF FRANKLIN)

ON this 16 day of November, 2004, before me, Shauna Geddes, a Notary Public in and for said state, personally appeared Jay Fannesbeck, Sid and Charlotte Schvaneveldt, ElRay and Janice Balls, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

SEAL



Shauna T. Geddes
Notary Public for Idaho, 11-08-06
Residing at Preston, Idaho.

AFFIDAVIT

My name is J. Myron Fannesbeck and I am presently 82 years old. I reside at Weston, Idaho and St. George, Utah. I have a current Driver's License and my wife still feels safe to let me do the driving. I am in pretty good health for my age and still of sound mind.

Therefore, I give you my most solemn testimony that the documents contained in this agreement this day for evidence, are the actual or a true copy of the original instrument, and that I am the true and literal person party to these documents.

I further attest to the fact that I was also an actual party in and personal witness to the verbal agreement that transpired between Norm and Lee, and that this event took place at approximately the same time that Norm and I were working out the conditions for dividing the farm that we were in partnership, which would have been sometime in 1967 or 68, and that this agreement accurately reflects the intentions at that time.

Signed

J. Myron Fannesbeck
J. Myron Fannesbeck

STATE OF IDAHO)

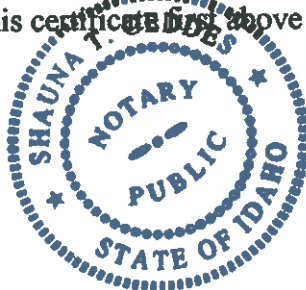
: SS

COUNTY OF FRANKLIN)

ON this 16th day of November, 2004, before me, Shauna Geddes, a Notary Public in and for said state, personally appeared Myron Fannesbeck, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

SEAL



Shauna T. Geddes 11-08-06
Notary Public for Idaho,
Residing at PRESTON, Idaho.

Idaho Department of Water Resources



To whom it may concern:

A few years ago, my husband and I traded some property with the Fonnesbecks that apparently has part of their water rights attached to it. My husband has since passed away and I am the current owner and surviving trustee of our family trust.

In the trade, we aquired the SW1/4 NW1/4 Sec 16 T16S R38E in Franklin County.

One of the benefits of this trade was that it became possible to eliminate an irrigation canal that ran through our property which carried water to the Fonnesbecks land. The intention was, and is, that the Fonnesbecks would irrigate the land aquired from us, the land we aquired is no longer irrigated, and both the Fonnesbecks and Buttars have filled in the open canal that ran through our respective property.

Therefore, Jay Norman Fonnesbeck **has my permission** to transfer to their land any water rights established by the Fonnesbecks that would be appurtenant to this particular piece of land.

Georgia L. Buttars
Georgia L. Buttars

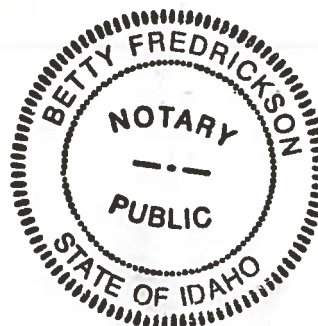
Dated: 4-11-05

Witnessed by:

Reynette Buttars

Steve Buttars

Betty Fredrickson
Notary
04-08-08



202408

9:25 a.m. MAY 22 1998 p.m.

V. ELLIOTT LARSEN, RECORDER
 By Camillo Larsen Deputy
 FRANKLIN COUNTY, IDAHO

QUIT CLAIM DEED

For Value received NORMAN J. FONNESBECK and JAY NORMAN
 FONNESBECK, as Trustees of the NORMAN J. and DONNA J. FONNESBECK
 FAMILY LIVING TRUST, Grantor(s),

do(es) hereby convey, release, remise and forever quit claim unto E. KEITH
 BUTTARS and GEORGIA L. BUTTARS, Trustees of the BUTTARS FAMILY
 TRUST U/A/D November 14, 1994, Grantee(s),

the following described premises, to-wit:

Township 16 South, Range 38 East of the Boise Meridian, Franklin
 County, Idaho.

Section 16: The Southwest quarter of the Northwest quarter.

together with their appurtenances.

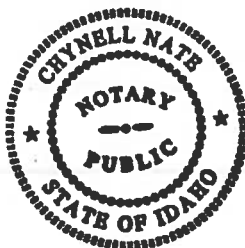
Dated: 5/22/98

X Norman Fonnesbeck

X Jay Norman Fonnesbeck

State of Idaho
 County of Franklin

On this 22 day of May, 1998, before me, a Notary Public in and for said State,
 personally appeared Norman Fonnesbeck and Jay Norman Fonnesbeck,
 known or identified to me (or proved to me on oath of _____), to be the person(s) whose
 name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.
 In witness whereof I have set my hand and affixed my official seal the day and year in this certificate first
 above written.



Chynell Nate
 Notary Public State of Idaho
 Residing at: Preston, Idaho
 Commission Expires: 5-13-2004

Recorded at the request of

Keith Buttars

202407

9:20 am MAY 22 1998 pm

V. ELLIOTT LARSEN, RECORDER
By Camille Deputy
FRANKLIN COUNTY, IDAHO

QUIT CLAIM DEED

For Value received E. KEITH BUTTARS and GEORGIA L. BUTTARS,
Trustees of the BUTTARS FAMILY TRUST U/A/D November 14, 1994,
Grantor(s),

do(es) hereby convey, release, remise and forever quit claim unto NORMAN D.
FONNESBECK and JAY NORMAN FONNESBECK, as Trustees of the NORMAN
D. and DONNA G. FONNESBECK FAMILY LIVING TRUST, Grantee(s),

the following described premises, to-wit:

Township 16 South, Range 38 East of the Boise Meridian, Franklin
County, Idaho.

Section 16 and 17: Commencing at the Northeast corner of the
NW~~1~~NW~~4~~ of Section 16, and running thence South 1150 feet, more or
less, to the North right of way line of Black Canyon Road; thence
Westerly along Black Canyon Road to the West line of the NE~~1~~NE~~4~~
of Section 17; thence North 950 feet, more or less, to the North
line of Section 17; thence East along said North line to the
POINT OF BEGINNING.

EXCEPT right of way for Weston Canyon and Black Canyon Roads.

together with their appurtenances.

Dated: 5-22-98

X E. Keith Buttars X Georgia L. Buttars

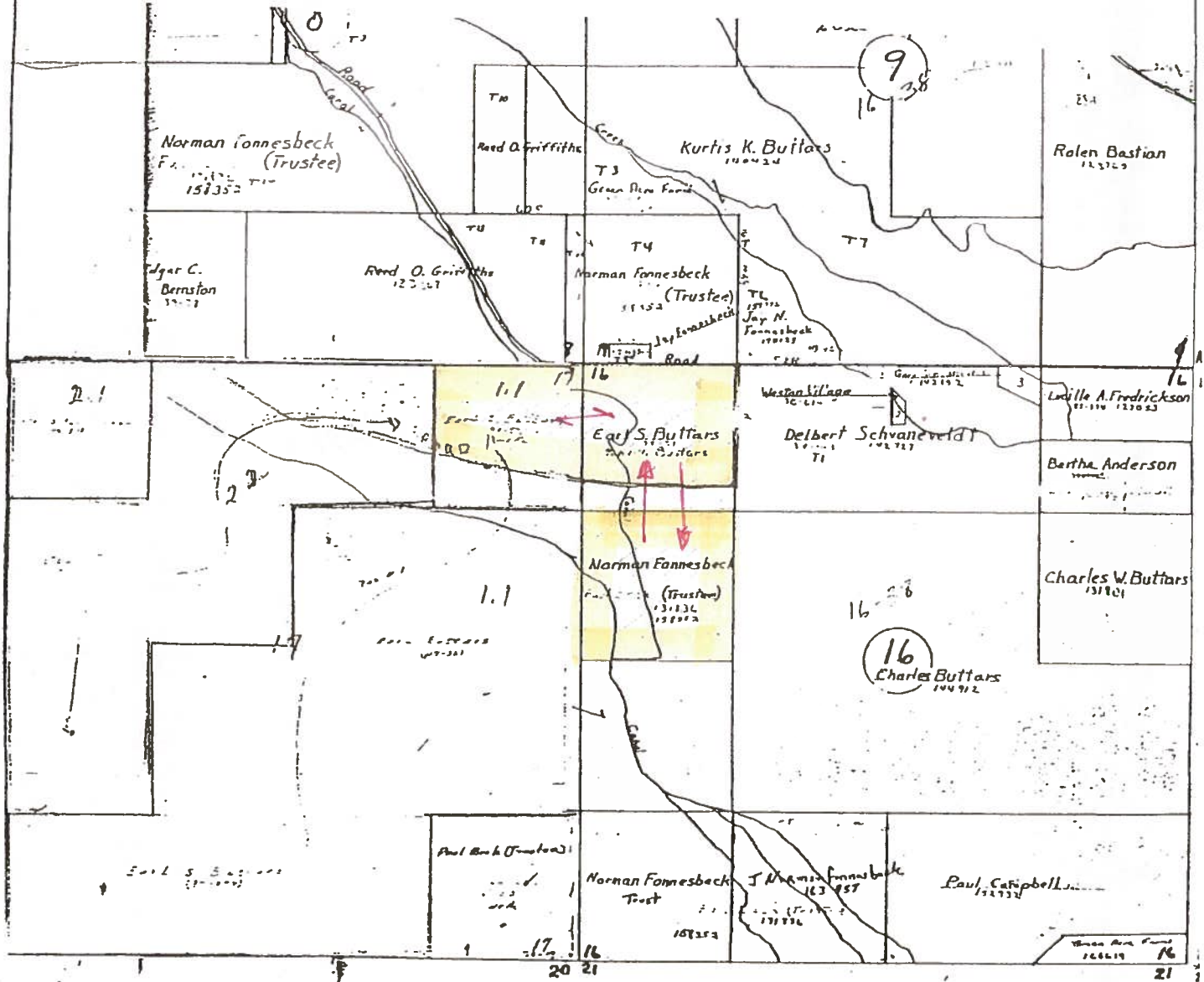
State of Idaho
County of Franklin

On this 22 day of May, 1998, before me, a Notary Public in and for said State,
personally appeared E. Keith Buttars and Georgia L. Buttars
known or identified to me (or proved to me on oath of _____, to be the person(s) whose
name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.
In witness whereof I have set my hand and affixed my official seal the day and year in this certificate first
above written.

NOTARY PUBLIC

Chynell Tate

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify the commitment or policy to which it is attached. First American Title Company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.



Dist.

-201-3303

APPLICATION AND PERMIT TO USE RIGHT OF WAY



APPROACHES AND OTHER

SEE: S & P MANUAL 2-615

TRAFFIC MANUAL 12-450

PROJECT NO. NO PLANS AVAILABLE ROUTE NO. 36

2.25 MILES N. of Weston

SEQ. NO.	<u>205510</u>
M.P. TO M.P.	<u>119.122 - 120.4</u>
PERMIT NO.	<u>05-99-22</u>
REC. NO.	
FEE	<u>\$ 20.00</u>

STATION TO STATION DISTANCE FROM NEAREST TOWN OR JUNCTION

SIGHT DISTANCE 1000 + Ft., POSTED SPEED 65

TYPE ACCESS CONTROL Std. Appr. BOARD MINUTE ENTRY DATE _____

APPROACH

QUANTITY N/A WIDTH N/A EST. VOLUME N/A
(VEHICLE COUNT)

TYPE-RESIDENCE, BUSINESS, FIELD ETC.

TYPE OF BUSINESS

OTHER

EXPLAIN: Bore under Hwy 36 for the purpose of installing irrigation line from north side to south side.

ATTACH SKETCH OF PROPOSED WORK AND TRAFFIC CONTROL PLANS

SPECIAL PROVISIONS:

- 1- Highway Crossing shall be bored in conformance with attached specifications. No pavement cuts allowed.
- 2- Waterline shall be placed in a sleeve under the roadway portion. Minimum depth shall be 30 inches below ditch level in borrow pit.
- 3- All attached standards and specifications shall be adhered to.
- 4- Attached traffic control plan shall be used when working on state right of way.
- 5- Contact Maintenance Foreman Dan Williams (766-2900) for permission to begin and for final inspection.

I CERTIFY THAT I AM THE OWNER OR AUTHORIZED REPRESENTATIVE OF THE PROPOSED PROPERTY TO BE SERVED AND AGREE TO DO THE WORK REQUESTED HEREON IN ACCORDANCE WITH THE GENERAL REQUIREMENTS PRINTED ON THE REVERSE SIDE. THE SPECIAL PROVISIONS AND THE PLANS MADE A PART OF THIS PERMIT.

ADDRESS OF PERMITTEE

PHONE: 208-747-3295

JAY FONNESBECK

JAY N. FONNESBECK

APPLICANT-PLEASE TYPE OR PRINT

6022 W Hwy 36

WESTON ID 83286

CITY

STATE

ZIP

SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

DATE

LOCAL GOVERNMENT APPROVAL WHEN REQUIRED

DATE: _____ TITLE: _____ SIGNATURE: _____

SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS SHOWN ON THIS FORM OR ATTACHMENTS, PERMISSION IS HEREBY GRANTED TO THE ABOVE NAMED APPLICANT TO PERFORM THE WORK DESCRIBED ABOVE

STATE HIGHWAY ADMINISTRATOR

DATE: 8/5/98 BY: Ed Pala / BSA

DISTRICT ENGINEER

Dir LINE Ref. # 291722 181-881 181881 4/29

Completed 8/28/07

Idaho Department of Water Resources
And/or

To Whom it may concern,

I recently purchased a parcel of land located in the SE ¼ of Section 8, T16S, R38E having a Weston, Idaho address.

It is an irrigated piece of farmland consisting of approximately 50 acres.

The water supply that came with the purchase of this farm is 61 shares of water stock provided by the Weston Creek Irrigation Company.

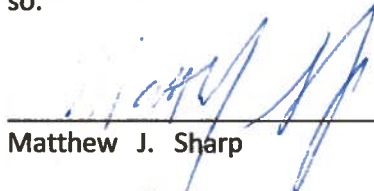
The system that conveys the water to this land consists of a buried pipeline that is shared and co-owned with an adjacent farm owned and operated by Jay Norman Fannesbeck and previously by his father.

The Fannesbecks have approximately 125 shares of water stock of their own, rent another 16 shares, and have a source of groundwater from a well or wells from other locations.

At times these sources are comingled as they come into the farm system which we share, and is then distributed as needed, where needed, over the extent of this system, which includes my farm.

Though I may benefit from time to time, *I make no claim to any of the ground water sources that may come by means of the Fannesbecks*, and my use of groundwater is only as they comingle it in the system.

Any use of this additional water that would appear (or, in any wise be construed to appear, by improvements made or agreements made involving these improvements) as appurtenant to the parcel of land which I now own, *may also be ceased, terminated, removed, transferred from, and in general, no longer provided*, by the Fannesbecks, and they would have my full understanding and permission to do so.


Matthew J. Sharp

Dated this 31 day of December, 2010.

152831

FLB Loan No. 183590-0

J O I N T U S E A G R E E M E N T

AN AGREEMENT, entered into this 29th day of April, 1980, by and between Norman D. Fonnesbeck and Donna Mae Fonnesbeck, husband and wife, and Reed O. Griffith and Faye D. Griffiths, husband and wife, all of whom own real estate in Franklin County, Idaho.

In consideration of each party's contribution to the construction of a main line and pumping station located on and used to pressure sprinkler irrigate real estate as described specifically below:

Township 16 South, Range 38 East of the Boise Meridian, Franklin County.

Section 8: Commencing at the Southwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, thence running West 20 rods, thence North 80 rods, thence East 120 rods, thence North 80 rods, thence East 30 rods, thence South 80 rods, thence East 20 rods, thence South 80 rods, thence West 150 rods to the place of beginning.

ALSO, Beginning at the East Quarter corner of Section 8, thence running West 30 rods, thence South 80 rods, thence East 30 rods, thence North 80 rods to the point of beginning.

Township 16 South, Range 38 East of the Boise Meridian, Franklin County.

Section 8: NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

ALSO, commencing at the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and running thence South 80 rods, thence East 20 rods, thence North 80 rods, thence West 20 rods to the place of beginning.

ALSO, Commencing at the Southwest corner of the NE $\frac{1}{4}$ of Section 8, and running thence North 68 rods, thence Southeast 148 rods to a point 28 rods West of the Southeast corner of the said Quarter Section, thence West 132 rods to the place of beginning.

ALSO, the East 10 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 9: SW $\frac{1}{4}$ SW $\frac{1}{4}$

which main line is jointly owned by the parties to this Agreement, the parties do agree that the ownership and also the responsibilities for maintenance and operation of the main line and the pumping station and system, consisting of one (1) 40 horsepower pump and related equipment, will be shared on the following proportionate basis:

Reed O. Griffith: 35% interest in property
Norman D. Fonnesbeck: 65% interest in property

This proportionate ownership is intended to reflect the number of acres each party will irrigate from this main line. Any change from this proportionate ownership and use including that of water appurtenant to the real estate above, must be approved by the parties hereto. Each party agrees to abide by the design of this system and utilize it in the manner it is presently installed without physically moving the lines.

Recorded at the request of

Michael D. Kunz

10:10 a.m. APR 30 1980 p.m.

MICHAEL D. KUNZ, RECORDER

By *Faye D. Griffiths* Deputy
FRANKLIN COUNTY, IDAHO

Should any physical damage to the main line occur as a result of the negligence of either party hereto, or the agent of one of the parties, the entire cost shall be borne by the liable party. However, if neither of the parties hereto are liable, the costs shall be prorated as already set forth to the extent that liability cannot be clearly established and costs recovered.

This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

Dated the day and year above first written.

Norman D. Fannesbeck
Norman D. Fannesbeck

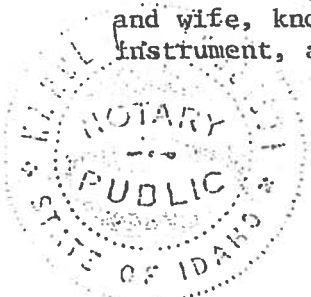
Reed O. Griffiths
Reed O. Griffiths

Donna Mae Fannesbeck
Donna Mae Fannesbeck

Faye D. Griffiths
Faye D. Griffiths

STATE OF IDAHO)
 :
County of Franklin)

On this 29th day of April, 1980, before me, a notary public in and for said State, personally appeared Reed O. Griffiths and Faye D. Griffiths, 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.

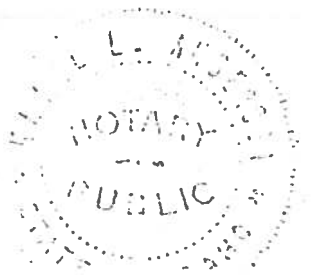


Karl L. Anderson
Notary Public

Residing at Preston, Idaho
Comm. Expires Lifetime

STATE OF IDAHO)
 :
County of Franklin)

On this 30th day of April, 1980, before me, a notary public in and for said State, personally appeared Norman D. Fannesbeck and Donna Mae Fannesbeck, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledge to me that they executed the same.



Karl L. Anderson
Notary Public

Residing at Preston, Idaho
Comm. Expires Lifetime

END ditch @
Norm's pond

#55.6
HEL/NW

49.5
HEL

5
7.5
NHEL

10.1
NHEL

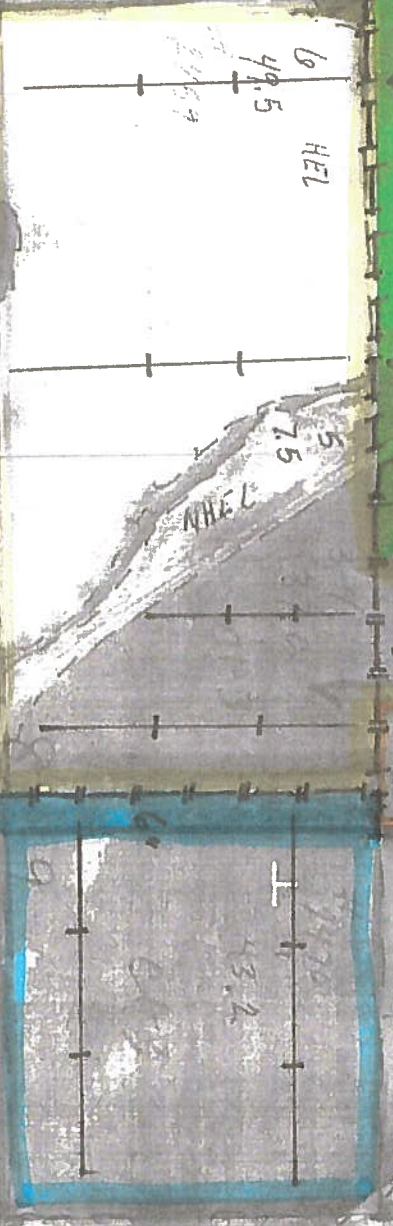
#12.1
#2469 C1.3

#2468 2-3
107.8 HEL/NW

17.2
HEL/NW

45.6
NHEL

#2467
2-3
118.0
NHEL



UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

BILL OF SALE "B"
(Sale by Private Party)

Exhibit
9

In consideration of ONE DOLLAR AND VARIOUS CONSIDERATION ----- dollars
(\$ 1.00), receipt of which is hereby acknowledged, the undersigned Seller (whether one or
more) hereby grants, bargains, sells, and delivers unto SIDNEY SCHVANEVELDT
of WESTON IDAHO, county of FRANKLIN
State of IDAHO, the following-described property:

1 John Deer Tractor 1966
1 John Deer Harvester 1966
1/2 Interest in International Swather 1968
1/2 Interest in International Bayler 1968
3/4 mile Lateral Sprinkler of Pipe
1-4 Bottom Oliver Plow
3/4 Interest in Well on Property
20 Head Milk Cows
1 set John Deer Offsets
1 John Deer Furrow Drill
1 Grahaw Holme Chisel Plow
1/2 Interest in International 20 Hoe Drill

TO HAVE AND TO HOLD unto the said Buyer, his heirs, successors, and assigns forever.

And the Seller hereby covenants with the Buyer that he is lawful owner of the said property; that
he has good right to sell the same as aforesaid; that he will warrant and defend the same against lawful
claims and demands of all persons; and that the said property is free from all encumbrances except:

IN WITNESS WHEREOF, the Seller has signed and sealed these presents the 20th day of

February, 1980

Sidney Schvaneveldt [SEAL]

Thomas J. Schvaneveldt [SEAL]

STATE OF Idaho)
COUNTY OF Franklin) ss

On this 20th day of February, in the year 1980, before me, the undersigned, a Notary Public, personally appeared P.E. Schwanewaldt and Naomi J. Schwanewaldt, husband and wife. known to me to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF I have hereunto set my official signature and affixed my Notarial seal the day and year first above written.

My term expires:

Lifetime

Gloria Crowther
Notary Public

Residing at: Preston, Idaho

Recorded at the request of

Overida Title Co.

11:30 a.m. FEB 21 1980 — p.m.

MICHAEL D. KUNZ, RECORDER

By Tina Fryar Deputy
FRANKLIN COUNTY, IDAHO

152294

Position 5

USDA-FmHA
Form FmHA 427-1 ID
(Rev. 8-29-78)

ECONOMIC EMERGENCY
REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by SIDNEY SCHVANEVELDT and
CHARLOTTE O. SCHVANEVELDT, husband and wife
residing in FRANKLIN County, Idaho, whose post office address is
WESTON, Idaho, 83286
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
FEBRUARY 20, 1980	33,500.00	10%	FEBRUARY 20, 2020

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant, agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of FRANKLIN

(See attached schedule)

Exhibit
10

Recorded at the request of
Oneida Title Co.

11-40 FEB 21 1980

MICHAEL D. KUNZ, RECORDER
By [Signature]
FRANKLIN COUNTY, IDAHO

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Boise, Idaho 83702, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records which normally will be the same as the post office address shown above.

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(27) See attached schedule

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 20th day of

FEBRUARY, 1980.

Sidney L. Schvaneveldt
SIDNEY SCHVANEVELDT aka SIDNEY L.
Charlotte O. Schvaneveldt
SCHVANEVELDT
CHARLOTTE O. SCHVANEVELDT

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF FRANKLIN

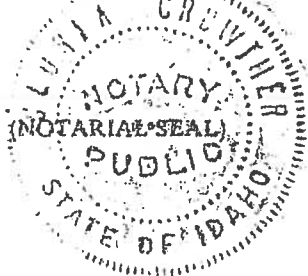
ss:

On this 20th day of FEBRUARY, in the year of 1980, before me, the undersigned,

a Notary Public in and for said State, personally appeared SIDNEY SCHVANEVELDT and
CHARLOTTE O. SCHVANEVELDT, husband and wife

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same as their free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.



Gloria Crowther
Notary Public, residing at Ereton, Idaho

My commission expires Lifetime

Township 16 South, Range 38 East of the Boise Meridian

Section 4: W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 5: SE $\frac{1}{4}$, ALSO BEGINNING at the Southeast corner of the SW $\frac{1}{4}$ of Section 5, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet; more or less, to a point on Weston Ditch; thence Southeasterly following said ditch to a point 660 feet, more or less, North of the place of beginning; thence South 660 feet, more or less to the place of beginning.

Section 8: NE $\frac{1}{4}$ EXCEPT that portion lying South of West n C

Section 9: W $\frac{1}{2}$ NW $\frac{1}{4}$.

SECURITY TO ALSO INCLUDE BUT NOT LIMITED TO: THREE FOURTHS (3/4) interest in well, license #155.

SUBJECT to POLE LINE EASEMENT dated August 30, 1943, executed by L. E. SCHVANEVELDT and wife, LYLA SCHVANEVELDT to UTAH POWER AND LIGHT COMPANY, dated February 11, 1944, in Book 10 of Miscellaneous, page 410, under Instrument No. 69763, records of Franklin County, State of Idaho.

SUBJECT to OIL AND GAS LEASE executed by L. E. SCHVANEVELDT and LILA SCHVANEVELDT, husband and wife, to J. E. PACE and recorded June 10, 1955, in Book 12 of Miscellaneous, page 325, records of Franklin County, State of Idaho. AND ASSIGNED by J. E. PACE 7/8 interest to EDWARD J. HACK and E. B. SMITH 1/8 interest to KENNETH L. GRIMES dated May 5, 1955, recorded August 9, 1956 in 16 of Miscellaneous, page 159, AND ASSIGNED by J. E. PACE to FRANK LANGSTROTH, dated October 30, 1956, recorded November 3, 1956, in Book 16 of Miscellaneous, page 210. AND ASSIGNED by FRANK LANGSTROTH to W. J. FORTIER recorded November 19, 1956, in Book 16 of Miscellaneous, page 235, AND ASSIGNED by J. E. PACE to MARSHALL V. PERRY and LOUISE C. PERRY, husband and wife, recorded December 26, 1956, in Book 16 of Miscellaneous, page 295. AND ASSIGNED by J. E. PACE to ANGELO J. MORANDO and ROSALIND S. MORANDO, husband and wife, recorded January 4, 1957, in Book 16 of Miscellaneous, page 301. AND ASSIGNED by J. E. PACE to R. A. MCCORKINDALE and K. B. MACPHFC, recorded January 4, 1957, in Book 16 of Miscellaneous, page 302, ALSO DECLARATION OR POOLING by L. E. SCHVANEVELDT to J. E. PACE, F. R. POWERS and KARMIS OIL AND GAS CORPORATION and JOHN O. MABERRY, and UTAH IDAHO EXPLORATION CO. a corporation of Logan Utah as lessees, recorded February 8, 1957, in Book 16 of Miscellaneous, page 339.

SUBJECT to OIL AND GAS LEASE executed by VERL SCHVANEVELDT and wife SYLVIA SCHVANEVELDT, to J. E. PACE and recorded October 22, 1955, in Book 12 of Miscellaneous, page 519, records of Franklin County, State of Idaho.

SUBJECT to POLE LINE EASEMENT dated May 7, 1962, executed by LEE SCHVANEVELDT and NAOMI T. SCHVANEVELDT, to UTAH POWER AND LIGHT COMPANY, as recorded August 6, 1962, in Book 18 of Miscellaneous, page 179, under Instrument No. 110552, records of Franklin County, State of Idaho.

SUBJECT to EASEMENT dated December 22, 1966, executed by L. E. SCHVANEVELDT and his wife NAOMI T. SCHVANEVELDT, to Franklin County, Idaho, as recorded April 11, 1967, in Book 19 of Miscellaneous, page 422, under Instrument No. 120519, records of Franklin County, State of Idaho.

J. L. L.
RECORDED
FRANKLIN County # 152294

SUBJECT to REAL ESTATE AGREEMENT, dated January 10, 1971, executed by L. E. SCHVANEVELDT and NAOMI T. SCHVANEVELDT, husband and wife as sellers, to SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSON SCHVANEVELDT, husband and wife as buyers, to secure the payment of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and interest, recorded December 19, 1977, under Microfilm Instrument No. 144780, records of Franklin County, State of Idaho. AND AGREEMENT WITH PRIOR LIENHOLDER dated December 19, 1977, executed by L. E. SCHVANEVELDT and NAOMI SCHVANEVELDT, husband and wife, to THE UNITED STATES OF AMERICA, acting through the FARMERS HOME ADMINISTRATION, recorded December 19, 1977, under Microfilm Instrument No. 144781, records of Franklin County, State of Idaho. ALSO NEW AGREEMENT WITH PRIOR LIENHOLDER dated February 20, 1980, executed by L.E. SCHVANEVELDT and NAOMI T. SCHVANEVELDT, husband and wife. to THE UNITED STATES OF AMERICA, acting through THE FARMERS HOME ADMINISTRATION, recorded February 21, 1980, under Microfilm Instrument No. 152293, records of Franklin County, State of Idaho.

OIL AND GAS LEASE executed by SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSEN SCHVANEVELDT, husband and wife, to PLACID OIL COMPANY, recorded February 27, 1978 under Microfilm Instrument No. 145468, records of Franklin County, State of Idaho. RATIFICATION OF OIL AND GAS LEASE executed by SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSEN SCHVANEVELDT, husband and wife, to PLACID OIL COMPANY, recorded March 16, 1978, under Microfilm Instrument No. 115627, records of Franklin County, State of Idaho.

FINANCING STATEMENT executed by SIDNEY L. SCHVANEVELDT and CHARLOTTE SCHVANEVELDT, husband and wife, to THE UNITED STATES OF AMERICA, acting through THE FARMERS HOME ADMINISTRATION, dated July 14, 1978, recorded July 14, 1978, under Microfilm Instrument No. 146972, records of Franklin County, State of Idaho.

FINANCING STATEMENT executed by SIDNEY L. SCHVANEVELDT to FIRST BANK AND TRUST OF IDAHO, dated December 29, 1978, with FARMERS HOME ADMINISTRATION SUBORDINATION, recorded December 29, 1978, under Microfilm Instrument No. 148455, records of Franklin County, State of Idaho.

- (27) This mortgage further secures the following outstanding notes from the Borrower to the Government:

<u>Date of Instrument</u>	<u>Principal Amount</u>
December 19, 1977	\$ 38,200.00

which are secured by mortgage to the Government recorded as Microfilm Instrument No. 144785, records of Franklin County, State of Idaho, which said mortgage shall continue in full force and effect.

*at L.L.
C.C.*

159728 1-7

ERAN
11

REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by _____

SIDNEY L. SCHVANEVELDT and CHARLOTTE O. SCHVANEVELDT,

residing in FRANKLIN County, Idaho, whose post office address is

WESTON

Idaho 83286

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government."

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
7/19/82	\$15,300.00	13.25%	7/19/2002

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of _____:

Recorded at the request of
Erinda Little Co.

JUL 19 1982 4:30 p.m.

MICHAEL D. KUNTZ, RECORDER

By Erinda Little Co. Deputy
FRANKLIN COUNTY, IDAHO

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.

Township 16 South, Range 38 East of the Boise Meridian
Section 4: W $\frac{1}{2}$ SW $\frac{1}{2}$

Section 5: SE $\frac{1}{4}$, ALSO BEGINNING at the Southeast corner of the SW $\frac{1}{4}$ of Section 5, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet, more or less to a point on Weston Ditch, thence Southeasterly following said ditch to a point 660 feet, more or less, North of the place of beginning; thence South 660 feet, more or less, to the place of beginning.

Section 8: NE $\frac{1}{4}$ EXCEPT that portion lying South of Weston Creek.
Section 9: W $\frac{1}{2}$ NW $\frac{1}{4}$.

ALSO a $\frac{3}{4}$ interest in a water well, license #155. All irrigation equipment of every kind and character and additions thereto and replacements now or hereafter owned by the borrowers and used in the irrigation of the above premises.

ALSO SUBJECT TO:

(a) General Taxes for the year 1982, which are a lien.

(b) Local improvement and special assessments, if any, levied by the cities and incorporated villages for which we made no search.

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S.L.S.
EX.

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FURTHER SUBJECT TO:

This Real Estate Mortgage further secures the following outstanding notes from the Borrower to the Government which are secured by Real Estate Mortgages to the Government recorded as follows, which said Real Estate Mortgages shall continue in full force and effect.

<u>DATE OF INSTRUMENT</u>	<u>PRINCIPAL AMOUNT</u>	<u>SECURITY</u>
December 19, 1977	\$38,200.00	Real Estate Mortgage
February 20, 1980	\$33,500.00	Real Estate Mortgage

<u>INSTRUMENT #</u>	<u>RECORDS OF</u>
144785	Franklin County, Idaho
152294	Franklin County, Idaho

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Boise, Idaho 83702, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 19th day of

July, 19 82.

Sidney L. Schvaneveldt
Charlotte O. Schvaneveldt

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF FRANKLIN

Sidney L. Schvaneveldt
 ss: }

On this 19th day of July, in the year of 1982, before me, the undersigned,

a Notary Public in and for said State, personally appeared SIDNEY L. SCHVANEVELDT and

CHARLOTTE O. SCHVANEVELDT, husband and wife

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged

to me that they executed the same as their free act and deed for the uses, purposes, and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

J. W. Crowther
 J. W. CROWTHER

Notary Public, residing at MALAD

My commission expires 12/15/85

SOIL & WATER
REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by _____

SIDNEY L. SCHVANEVELDT and wife CHARLOTTE SCHVANEVELDT

residing in FRANKLIN County, Idaho, whose post office address is

662 West 2200 South, Weston, Idaho 83286,

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government."

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 20, 1987	\$10,000.00	9.2500	August 20, 2007

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased after 3 years as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that at all times when the note is held by the Government, or in the event the Government should assign the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the Government shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract with the Government.

And this instrument also secures the recapture of any interest which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without interest, to secure the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of Franklin :

Recorded at the request of

Sid Schvaneveldt

— a.m. AUG 20 1987 : 50 p.m.

CORRIE L. KELLER, RECORDER

By Walter Phillips Deputy
FRANKLIN COUNTY, IDAHO

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

Waship 16 South, Range 13 East of the Boise Meridian
Section 4: W $\frac{1}{2}$ SW $\frac{1}{4}$

176175 3-7

Section 5: SE $\frac{1}{4}$, ALSO BEGINNING at the Southeast corner of the SW $\frac{1}{4}$ of Section 5, running thence West 495 feet; thence North 660 feet; thence West 330 feet; thence North 765 feet, more or less to a point on Weston Ditch, thence Southeasterly following said ditch to a point 660 feet, more or less, North of the place of beginning; thence South 660 feet, more or less, to the place of beginning.

Section 8: NE $\frac{1}{4}$ EXCEPT that portion lying South of Weston Creek.

Section 9: W $\frac{1}{2}$ NW $\frac{1}{4}$.

SO a $\frac{3}{4}$ interest in a water well, license #155. All irrigation equipment of every kind and character and additions thereto and placements now or hereafter owned by the borrowers and used in the irrigation of the above premises.

SO SUBJECT TO:

c) General Taxes for the year 1982, which are a lien.

d) Local improvement and special assessments, if any, levied by the cities and incorporated villages for which we make no search.

e) POLE LINE EASEMENT dated August 30, 1943, executed by L. E. SCHVANEVELDT and wife, LYLA SCHVANEVELDT to UTAH POWER AND LIGHT CO., dated February 11, 1944, in Book 10 of Misc., page 410, under Instrument No. 69763, records of Franklin County, Idaho.

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<u>DATE OF INSTRUMENT</u>	<u>PRINCIPAL AMOUNT</u>	<u>SECURITY</u>	<u>INSTRUMENT NUMBER</u>
December 19, 1977	38,200.00	Real Estate Mortgage	#144785
February 20, 1980	33,500.00	" " "	#152294
July 19, 1982	15,300.00	" " "	#159728

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Boise, Idaho 83702, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

176175 7-7

(23) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 20th day of

August, 19 87.

Sidney L. Schvaneveldt
Sidney L. Schvaneveldt

Charlotte Schvaneveldt
Charlotte Schvaneveldt

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Franklin) ss:

On this 20th day of August, in the year of 1987, before me, the undersigned,

a Notary Public in and for said State, personally appeared _____

Sidney L. Schvaneveldt and Charlotte Schvaneveldt

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged

to me that they executed the same as their free act and deed for the uses, purposes, and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

Connie Westover

Notary Public, residing at Preston, Idaho

My commission expires 7/25/92

RECEIVED

AUG 13 2004

RECEIVED

AUG 05 2004

Form 42-246/42-1409(6) July, 2000

DEPARTMENT OF
WATER RESOURCES
STATE OF IDAHO

Department of Water Resources
Eastern Region

RECEIVED

JUL 30 2004

Department of Water Resources
Eastern Region

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
13-4120					

EIRAN
#14

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

- The appropriate **FILING FEE**. See instructions for fee amounts. \$25 - buyer
- A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- Name and Address of Former Owner/Claimant(s)
SIDNEY LEE SCHVANEVELDT
6762 WEST 2200 SOUTH WESTON, ID 83286
- New Owner/Claimant(s)
CLINTON K. ASTON
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
192 EAST DEPOT STREET, P.O. BOX 35
WESTON, ID 83286
New Mailing Address
City, State and ZIP Code
New Telephone Number
(435) 753-1117
- Date you acquired the property
JULY 28, 2004

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

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

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

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

Charles Adams

Ernest Adams

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

For Office Use Only

Received by QC Date 8-5-04 Fee \$05
 Received by QC Date 8-5-04 Receipt No. 5030111
 Processed by AJ Date _____ WR _____ Date _____

226989 1-2
WARRANTY DEED

For Value Received **Sidney Lee Schvaneveldt and Charlotte Olsen^{CS} Schvaneveldt**, husband and wife

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

Clinton K. Aston and Estelita Aston, husband and wife

whose address is: **192 East Depot Street, Weston, ID 83286**

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

See Attached

Recorded at the request of
First Am. Title

9:45 a.m. JUL 29 2004 p.m.

V. ELLIOTT LARSEN, RECORDER
By Ruth K. Rawlings Deputy
FRANKLIN COUNTY, IDAHO

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

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

Dated: 7-28-04

Sidney Lee Schvaneveldt
Sidney Lee Schvaneveldt

Charlotte Olsen Schvaneveldt
Charlotte Olsen Schvaneveldt

STATE OF Idaho

ss.

COUNTY OF FRANKLIN

On this, before me Karen Rawlings, personally appeared Sidney Lee Schvaneveldt and Charlotte Olsen Schvaneveldt, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Karen Rawlings
Notary Public of Idaho
Residing at: Preston, Idaho
Commission Expires: 12/18/09

KAREN RAWLINGS
NOTARY PUBLIC
STATE OF IDAHO

A parcel of land located in the Northeast quarter of Section 8, Township 16 South, Range 38 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows: Commencing at the North quarter corner of said Section 8, from which the Northeast corner of Section 8 bears South 89° 48' 08" East; Thence South 00° 07' 56" East 319.00 feet along the west boundary of the Northeast quarter of Section 8 to a 5/8" rebar and cap labeled "ALLEN LAND SURVEYING, PLS 9163" at a fence corner, the Point of Beginning. Thence South 89° 58' 21" East 326.07 feet to a 5/8" rebar and cap (PLS 9163) at the southwest corner of the parcel of land described in instrument number 212745, as recorded in the official records of Franklin County; Thence North 89° 58' 08" East 603.99 feet along the south boundary of said parcel to a 5/8" rebar and cap (PLS 9161) at the southeast corner thereof; Thence North 89° 13' 22" East 287.27 feet to a 5/8" rebar and cap at the southwesterly right of way line of the county road; Thence along said right of way line the following four (4) courses:

Thence South 66° 29' 53" East 31.92 feet to the beginning of a 340.00 foot radius curve concave to the Southwest;

Thence Southeasterly along said curve through a central angle of 41° 11' 59" a distance of 244.48 feet to the point of tangency (chord= South 45° 53' 54" East 239.25 feet);

Thence South 25° 17' 54" East 112.70 feet to a 5/8" rebar and cap;

Thence South 24° 09' 43" East 341.44 feet to a 5/8" rebar and cap (LS 4735);

Thence South 00° 47' 01" West 1396.71 feet to the centerline of Weston Creek; Thence North 62° 58' 26" West 1778.72 feet along the centerline of Weston Creek to the west boundary of the Northeast quarter of Section 8; Thence North 00° 07' 56" West 1176.92 feet along said west boundary to the Point of Beginning.

Together with a 33.00 foot wide ingress/egress easement described as follows: Beginning at the North quarter corner of said Section 8, from which the Northeast corner of Section 8 bears South 89° 48' 08" East; Thence South 00° 07' 56" East 319.00 feet along the west boundary of the Northeast quarter of Section 8 to a 5/8" rebar and cap labeled "ALLEN LAND SURVEYING, PLS 9163" at a fence corner; Thence South 89° 58' 21" East 33.00 feet; Thence North 00° 07' 56" West 318.91 feet to the north boundary of the Northeast quarter of Section 8; Thence North 89° 48' 08" West 33.00 feet along said north boundary to the Point of Beginning.

ALSO,

A parcel of land located in Sections 8 and 9, Township 16 South, Range 38 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West Quarter corner of said Section 9 which is a 5/8" rebar with cap labeled "A.A. HUDSON, PLS 4735" set on an East-West fence line, said corner being North 00°04'52" East 2684.55 feet (North 2640.00 feet by record) from the Southwest corner of said Section 9; thence North 89°24'36" West 465.44 feet along said fence line to a 5/8" rebar with cap set at the top of bank on Weston Creek; thence along said Creek bank through the following courses:

North 50°29'25" West 189.67 feet to a 5/8" rebar with cap;

North 54°12'03" West 80.46 feet to a point to a 5/8" rebar with cap;

North 63°01'12" West 428.57 feet to a point to a 5/8" rebar with cap; thence North 00°50'00" East 1388.71 feet to a 5/8" rebar with cap set on the Southerly right of way line of a county road; thence South 24°32'43" East 229.00 feet to the beginning of a 294.07 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of 57°32'28" a distance of 295.33 feet to the point of tangency (Chord = South 53°18'57" East 283.08 feet); thence South 82°05'11" East 196.20 feet to the beginning of a 711.58 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 04°37'59" a distance of 57.54 feet to the point of tangency (Chord = South 79°46'12" East 57.53 feet); thence South 77°27'12" East 208.09 feet to the beginning of a 930.64 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of 13°55'36" a distance of 226.21 feet to the point of tangency (Chord = South 84°25'00" East 225.65 feet); thence North 88°37'12" East 1349.21 feet to a 5/8" rebar with cap set on a fence line; thence South 00°05'27" East 1319.74 feet along said fence line to a 5/8" rebar with cap set at a fence corner; thence North 89°24'36" West 1313.03 feet; thence North 89° 24' 36" West 465.44 feet along said fence line to the TRUE POINT OF BEGINNING.

[illegible]

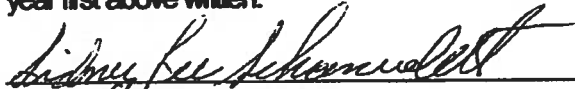
BILL OF SALE

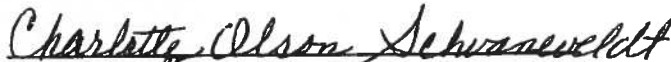
KNOW ALL MEN BY THESE PRESENTS, that on this 28th of July, 2004, Sidney Lee Schwaneveldt and Charlotte Olsen Schwaneveldt, of Weston, County of Franklin, State of ID the party of the first part, for and in valuable consideration, to it in hand paid by Clinton K. Aston and Estelita Aston, the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following property:

See Attached Exhibit A

To Have and to Hold, the same unto the said party of the second part, its heirs and assigns forever; and the said party of the first part hereby covenants that it is the lawful owner of said property, have good right, full power and lawful authority to convey the same, and that it will defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand the day and year first above written.


Sidney Lee Schwaneveldt


Charlotte Olsen Schwaneveldt

BILL OF SALE FROM SIDNEY SCHVANEVELDT TO CLINTON ASTON

GENERAL ELECTRIC 100 HP MOTOR WITH PUMP; MODEL #: 5K6276XC19A

2 (TWO) HARVEST KING 4 INCH TO 5 INCH WHEEL LINES

2 (TWO) 4 INCH TO 5 INCH WHEEL LINES - MAKE UNKNOWN

ALL HAND LINES USED ON THE PARCEL

10 INCH TO 6 INCH STEEL PORTABLE AND BURIED MAIN LINE

ALL SALVAGABLE PARTS OF WHEEL AND HAND LINES

4 (FOUR) BRIGGS AND STRATTON MOTORS ON THE WHEEL LINES
THREE - 8 HP AND ONE - 7 HP

IDAHO WATER RIGHT NUMBER 13-4120 FOR 2.8 CFS

GOULDS PUMP; A9856261; MODEL #: HSJ20N

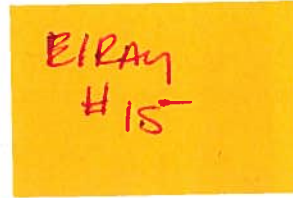
GOULDS 2 HP MOTOR; MODEL #: K48N2DB11A2; SERIAL #: 8K97

WELL STORAGE TANKS, MOTORS, PUMPS

STA-RITE 1.5 HP MOTOR; MODEL #: C4BL2ECLS

ALL PUMPS, MOTORS, CONNECTORS, VALVE OPENERS, HOSES

Idaho Department of Water Resources
and/or

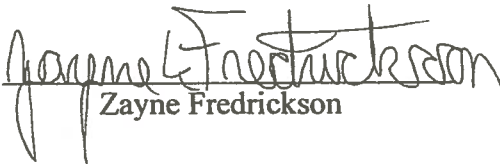


To whom it may concern,

We are the owners of the NW1/4 NW1/4 Sec. 9 T16S R38E in Franklin County and are aware that 40 acres of Claimed Water Right 13 4120 are appurtenant to this piece of land.

It is our desire that this portion of this particular water right be transferred to property owned by ElRay and Janice Balls, as it does represent a part of the proportional amount in which they are entitled, as they do own a 25% interest in the well that is the point of diversion for this water right.

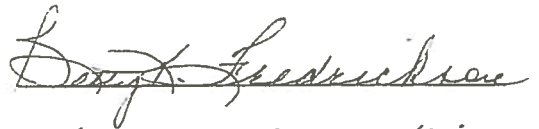
We therefore grant and convey to ElRay and Janice or their assigns our permission to transfer the claimed water right that is appurtenant to this piece of land to their own land or that of their assigns.

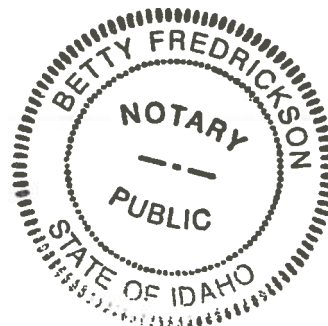

Zayne Fredrickson


Terri Fredrickson

Dated this 11 April, 2005.

Witnessed or notarized by:


commission expires
04-08-08



219188 1-4

When recorded mail to:

ZAYNE K. FREDRICKSON
8725 WEST BLACK CANYON ROAD
WESTON ID 83286

Recorded at the request of

Tenni Fredrickson

11:30 a.m. OCT 30 2002 p.m.

V. ELLIOTT LARSEN, RECORDER
By Camille Deputy
FRANKLIN COUNTY, IDAHO

QUIT CLAIM DEED

JEFFRIE G. BECKSTEAD and KAYE F. BECKSTEAD, HUSBAND AND WIFE grantor of WESTON, COUNTY OF FRANKLIN, STATE OF IDAHO hereby Quit Claims to ZAYNE K. FREDRICKSON and TERRI B. FREDRICKSON, HUSBAND AND WIFE grantee of WESTON, ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in FRANKLIN County, State of Idaho.

See Attached Exhibit "A"

WITNESS, the hands of said grantors, October 30th, 2002.

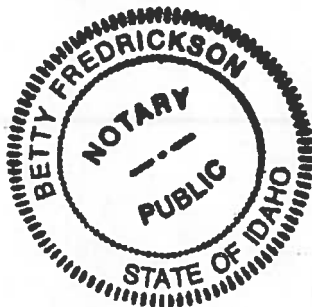
Jeffrie G. Beckstead
JEFFRIE G. BECKSTEAD
Kaye F. Beckstead
KAYE F. BECKSTEAD

State of IDAHO }
County of FRANKLIN } ss:

On October 30th, 2002, personally appeared before me JEFFRIE G. BECKSTEAD and KAYE F. BECKSTEAD who duly acknowledged to me that THEY executed the same.

Betty Fredrickson
Notary Public

Residing: Weston, Idaho
Expire: 04-08-08



219188 2-4

"EXHIBIT A"

TOWNSHIP 16 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY IDAHO
SECTION 8: COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, AND RUNNING THENCE
SOUTH 160 RODS, THENCE EAST TO A POINT 125 FEET WEST OF THE SOUTHEAST CORNER OF THE
NORTHWEST QUARTER OF SECTION 8, THENCE NORTH 412 FEET, MORE OR LESS, TO THE WEST LINE
OF THE COUNTY ROAD, THENCE NORTH 34°42'10" WEST 425 FEET, MORE OR LESS, ALONG SAID
COUNTY ROAD, THENCE SOUTH 55°17'50" WEST 350 FEET, THENCE NORTH 34°42'10" WEST 500 FEET,
THENCE NORTH 55°17'50" EAST 73 FEET TO THE WEST SIDE OF A DITCH, THENCE NORTHWESTERLY
FOLLOWING THE WEST AND NORTH SIDE OF SAID DITCH THE FOLLOWING 12 COURSES: NORTH 38°20'
WEST 116 FEET; NORTH 15°53' WEST 256.10 FEET; THENCE NORTH 75°15' WEST 98 FEET; NORTH 40°30'
WEST 160 FEET; NORTH 59°15' WEST 110 FEET; NORTH 67°55' WEST 182.75 FEET; NORTH 10°30' WEST 225
FEET; NORTH 31°30' WEST 100 FEET; NORTH 52°17' WEST 72.73 FEET; NORTH 12°00' EAST 125.5 FEET;
NORTH 33°00' EAST 227 FEET; AND NORTH 26°00' EAST 58 FEET, MORE OR LESS, TO THE COUNTY
ROAD; THENCE NORTH 34°42'10" WEST 345 FEET, MORE OR LESS, ALONG THE COUNTY ROAD TO THE
SECTION LINE; THENCE WEST 1000 FEET TO THE PLACE OF BEGINNING.
EXCEPTING THEREFROM: COMMENCING AT A POINT 44 RODS EAST OF THE NORTHWEST CORNER OF
SECTION 8, THENCE SOUTH 18 RODS, THENCE EAST 23 RODS, THENCE NORTH 18 RODS, THENCE WEST
23 RODS TO THE POINT OF BEGINNING.

ALSO: A PARCEL OF LAND LOCATED IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 16 SOUTH, RANGE 38 EAST,
BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 9 WHICH IS A 5/8" REBAR WITH CAP
LABELLED "A.A. HUDSON, PLS 4735" SET ON AN EAST-WEST FENCE LINE, SAID CORNER BEING NORTH
00°04'52" EAST 2684.55 FEET (NORTH 2640.00 FEET BY RECORD) FROM THE SOUTHWEST CORNER OF
SAID SECTION 9;
THENCE NORTH 00°04' 52" EAST 1340.60 FEET ALONG THE WEST LINE OF SAID SECTION 9; THENCE
EAST 244.84 FEET TO A 5/8" REBAR WITH CAP LABELLED "A.A. HUDSON, PLS 4735" SET ON THE
INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF A COUNTRY ROAD AND THE EASTERLY
TOP OF BANK OF A SMALL STREAM, THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID TOP OF BANK THROUGH THE FOLLOWING COURSES;
NORTH 12°53'48" EAST 31.29 FEET TO A 5/8" REBAR WITH CAP;
NORTH 05°37'28" WEST 403.84 FEET TO A 5/8" REBAR WITH CAP;
NORTH 00°33'27" WEST 108.40 FEET TO A 5/8" REBAR WITH CAP;
NORTH 20°44'44" WEST 404.47 FEET TO A 5/8" REBAR WITH CAP;
NORTH 46°30'48" WEST 82.37 FEET TO A 5/8" REBAR WITH CAP;
NORTH 23°53'21" WEST 205.60 FEET TO A 5/8" REBAR WITH CAP;
NORTH 26°58'46" WEST 357.09 FEET TO A 5/8" REBAR WITH CAP;
NORTH 39°19'40" WEST 199.84 FEET TO A 5/8" REBAR WITH CAP;
NORTH 10°03'14" WEST 297.48 FEET TO A 5/8" REBAR WITH CAP;
NORTH 15°49'57" EAST 116.01 FEET TO A 5/8" REBAR WITH CAP;
NORTH 12°05'01" WEST 497.33 FEET TO A 5/8" REBAR WITH CAP;
NORTH 15°22'19" WEST 425.55 FEET TO A 5/8" REBAR WITH CAP;
NORTH 17°50'16" WEST 318.88 FEET TO A 5/8" REBAR WITH CAP;
NORTH 03°25'17" EAST 256.12 FEET TO A 5/8" REBAR WITH CAP;
NORTH 14°13'12" WEST 449.28 FEET TO A 5/8" REBAR WITH CAP SET ON THE LATITUDINAL CENTER
LINE OF SAID SECTION 5, SAID LINE BEING THE SOUTH LINE OF THAT PARCEL OF LAND NOW OWNED
BY EVAN KOLLER AS RECORDED UNDER INSTRUMENT NUMBER 178918 IN THE OFFICIAL RECORDS OF
FRANKLIN COUNTY;
THENCE SOUTH 89°39'48" EAST 470.79 FEET ALONG SAID CENTER LINE TO A 5/8" REBAR WITH CAP SET
AT THE INTERSECTION OF SAID CENTER LINE AND THE WESTERLY RIGHT OF WAY LINE OF A
COUNTY ROAD, SAID POINT ALSO BEING ON A 711.99 FOOT RADIUS NONTANGENT CURVE CONCAVE
TO THE NORTHEAST WHOSE CENTER BEARS NORTH 69°37'20" EAST;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°43'06" A
DISTANCE OF 220.18 FEET TO THE POINT OF TANGENCY (CHORD = SOUTH 29°14'13" EAST 219.30 FEET);

DESCRIPTION INCLUDES THE NW 1/4 NW 1/4 Sec. 9

21918834

THENCE ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES; SOUTH 38°05'46" EAST 2275.96 FEET TO THE BEGINNING OF AN 80.52 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°41'01" A DISTANCE OF 68.42 FEET TO THE POINT OF TANGENCY (CHORD = SOUTH 13°45'15" EAST 66.38 FEET);

THENCE SOUTH 10° 35'15" WEST 77.35 FEET TO A POINT TO THE BEGINNING OF A 163.66 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°18'03" A DISTANCE OF 72.27 FEET TO THE POINT OF TANGENCY (CHORD = SOUTH 02°03'46" EAST 71.68 FEET) THENCE SOUTH 14°42'48" EAST 200.73 FEET TO THE BEGINNING OF A 446.19 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°26'57" A DISTANCE OF 143.67 FEET (CHORD = SOUTH 23°56'15" EAST 143.05 FEET) TO A 5/8" REBAR WITH CAP SET ON A FENCE LINE; THENCE SOUTH 00°17'40" EAST 1384.51 FEET ALONG SAID FENCE LINE AND THE EXTENSION THEREOF TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTRY ROAD; THENCE SOUTH 88°37'12" WEST 1064.16 FEET TO THE TRUE POINT OF BEGINNING.

ALSO: A PARCEL OF LAND LOCATED IN SECTIONS 4 AND 5, TOWNSHIP 16 SOUTH, RANGE 38 EAST, BOISE MERIDIAN FRANKLIN COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 4 WHICH IS A 5/8" REBAR WITH CAP LABELLED "A.A. HUSON, PLS 4735" SET ON AN EAST-WEST FENCE LINE, SAID CORNER BEING NORTH 00°22'13" EAST 2615.05 FEET (NORTH 2640.00 FEET BY RECORD) FROM THE NORTHWEST CORNER OF THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 16 SOUTH, RANGE 38 EAST, WHICH IS NORTH 00°04'52" EAST 2653.28 FEET (NORTH 2640.00 FEET BY RECORD) FROM THE WEST QUARTER CORNER OF SAID SECTION 9; THENCE SOUTH 89°29'25" EAST 1254.88 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER;

THENCE SOUTH 01°01'10" EAST 1194.53 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE SOUTH 00°17'40" EAST 1163.17 FEET ALONG SAID FENCE LINE AND THE EXTENSION THEREOF TO A 5/8" REBAR WITH CAP SET AT THE INTERSECTION OF SAID FENCE LINE AND SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES;

NORTH 14°42'48" WEST 197.75 FEET TO THE BEGINNING OF A 103.66 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°18'03" A DISTANCE OF 45.77 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 02°03'47" WEST 45.40 FEET); THENCE NORTH 10°35'15" EAST 77.35 FEET TO THE BEGINNING OF A 140.52 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°41'01" A DISTANCE OF 119.40 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 13°45'16" WEST 115.84 FEET); THENCE NORTH 38°05'46" WEST 2275.96 FEET TO THE BEGINNING OF A 651.99 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°42'38" A DISTANCE OF 178.78 FEET (CHORD = NORTH 30°14'27" WEST 178.22 FEET) TO A 5/8" REBAR WITH CAP SET ON THE LATITUDINAL CENTER LINE OF SAID SECTION 5, SAID LINE BEING ON THE SOUTH LINE OF THAT PARCEL OF LAND NOW OWNED BY EVAN KOLLER AS RECORDED UNDER INSTRUMENT NUMBER 178918 IN THE OFFICIAL RECORDS OF FRANKLIN COUNTY;

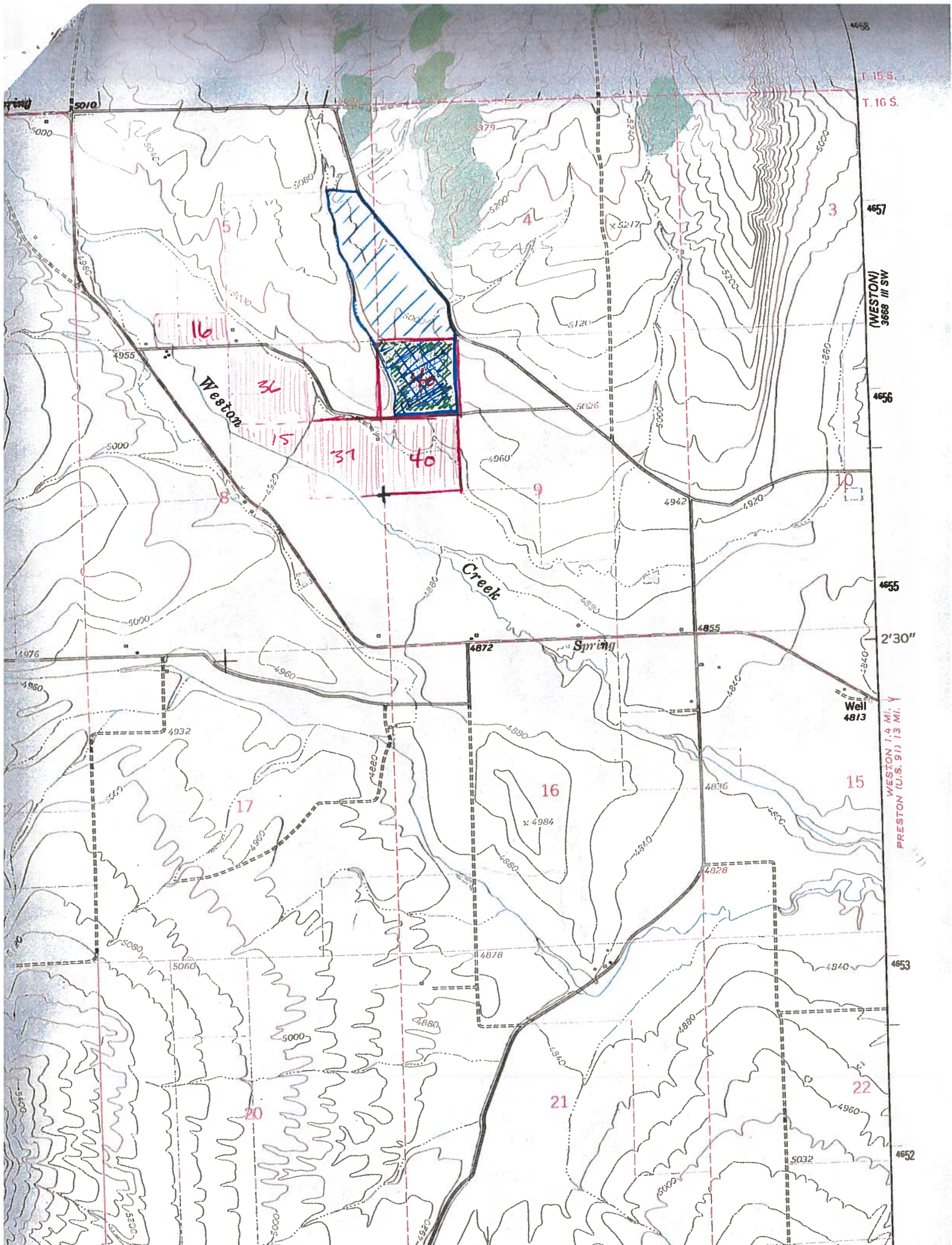
THENCE SOUTH 89°39'48" EAST 277.12 FEET ALONG SAID PROPERTY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING: A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND PREVIOUSLY DESCRIBED AT INSTRUMENT NO. 161586 IN THE OFFICE OF THE FRANKLIN COUNTY CLERK AND RECORDER AND LYING ENTIRELY WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 38 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8, BEING A 5/8 INCH REBAR WITH ALUMINUM CAP BEARING THE PLS NO. 7381; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 424.42 FEET; THENCE NORTH A DISTANCE OF 273.26 FEET; THENCE NORTH 55°02'25" EAST A DISTANCE OF 440.30 FEET; THENCE SOUTH 34°57'35" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF IDAHO HIGHWAY NO. 36, A PUBLIC ROAD, A DISTANCE OF 113.74 FEET;

219188 4-4

THENCE SOUTH 00°12'47" WEST A DISTANCE OF 432.34 FEET TO THE POINT OF BEGINNING; AND BEING
SUBJECT TO A 15 FOOT ACCESS EASEMENT PARALLEL AND ADJACENT TO SAID SOUTH LINE OF THE
NORTHWEST QUARTER OF SECTION 8 FOR AN EXISTING FARM ROAD.



WARRANTY DEED

For Value Received ^{e.s.} SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSON SCHVANEVELDT,
husband and wife

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

JEFFRIE G. BECKSTEAD and KAYE F. BECKSTEAD, husband and wife

whose address is: 258 WEST 1 NORTH WESTON, ID. 83286

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

SEE ATTACHED "EXHIBIT A"

Recorded at the request of
Preston Land Title

11:30 a.m. NOV 6 1996 p.m.

V. ELLIOTT LARSEN, RECORDER
By Ruth K. Rawlings Deputy
FRANKLIN COUNTY, IDAHO

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

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

Dated: NOVEMBER 6, 1996

Sidney Lee Schvaneveldt
SIDNEY LEE SCHVANEVELDT

Charlotte Olson Schvaneveldt
CHARLOTTE OLSEN SCHVANEVELDT

STATE OF IDAHO)

: ss

COUNTY OF FRANKLIN)

On This 6TH day of NOVEMBER, in the year 1996, before me, a Notary Public in and for said State, personally appeared SIDNEY LEE SCHVANEVELDT and CHARLOTTE OLSEN SCHVANEVELDT, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.



Diane Kay Notary Public of Idaho
Residing at Swan Lake, Id.
Commission Expires: 5/25/2000

"EXHIBIT A"

PARCEL 2

A parcel of land located in Sections 4, 5, 8 and 9, Township 16 South, Range 38 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West Quarter corner of said Section 9 which is a 5/8" rebar with cap labelled "A. A. HUDSON, PLS 4735" set on an East-West fence line, said corner being North 00° 04' 52" East 2684.55 feet (North 2640.00 feet by record) from the Southwest corner of said Section 9;

Thence North 00° 04' 52" East 1340.60 feet along the West line of said Section 9; Thence East 244.84 feet to a 5/8" rebar with cap labelled "A. A. HUDSON, PLS 4735" set on the intersection of the Northerly right of way line of a country road and the easterly top of bank of a small stream, the True Point of Beginning;

Thence along said top of bank through the following courses;

North 12° 53' 48" East 31.29 feet to a 5/8" rebar with cap;
 North 05° 37' 28" West 403.84 feet to a 5/8" rebar with cap;
 North 00° 33' 27" West 108.40 feet to a 5/8" rebar with cap;
 North 20° 44' 44" West 404.47 feet to a 5/8" rebar with cap;
 North 46° 30' 48" West 82.37 feet to a 5/8" rebar with cap;
 North 23° 53' 21" West 205.60 feet to a 5/8" rebar with cap;
 North 26° 58' 46" West 357.09 feet to a 5/8" rebar with cap;
 North 39° 19' 40" West 199.84 feet to a 5/8" rebar with cap;
 North 10° 03' 14" West 297.48 feet to a 5/8" rebar with cap;
 North 15° 49' 57" East 116.01 feet to a 5/8" rebar with cap;
 North 12° 05' 01" West 497.33 feet to a 5/8" rebar with cap;
 North 15° 22' 19" West 425.55 feet to a 5/8" rebar with cap;
 North 17° 50' 16" West 318.88 feet to a 5/8" rebar with cap;
 North 03° 25' 17" East 256.12 feet to a 5/8" rebar with cap;
 North 14° 13' 12" West 449.28 feet to a 5/8" rebar with cap set on the latitudinal center line of said Section 5, said line being the South line of that parcel of land now owned by Evan Koller as recorded under Instrument Number 178918 in the official records of Franklin County;
 Thence South 89° 39' 48" East 470.79 feet along said center line to a 5/8" rebar with cap set at the intersection of said center line and the Westerly right of way line of a county road, said point also being on a 711.99 foot radius nontangent curve concave to the Northeast whose center bears North 69° 37' 20" East;
 Thence Southeasterly along said curve through a central angle of 17° 43' 06" a distance of 220.18 feet to the point of tangency (Chord = South 29° 14' 13" East 219.30 feet);
 Thence along said right of way line through the following courses;
 South 38° 05' 46" East 2275.96 feet to the beginning of an 80.52 foot radius curve concave to the Southwest;
 Thence Southeasterly along said curve through a central angle of 48° 41' 01" a distance of 68.42 feet to the point of tangency (Chord = South 13° 45' 15" East 66.38 feet);

continued

includes NW 1/4 NW 1/4 Sec. 9

Thence South $10^{\circ} 35' 15''$ West 77.35 feet to a point to the beginning of a 163.66 foot radius curve concave to the Northeast;
 Thence Southeasterly along said curve through a central angle of $25^{\circ} 18' 03''$ a distance of 72.27 feet to the point of tangency (Chord = South $02^{\circ} 03' 46''$ East 71.68 feet);
 Thence South $14^{\circ} 42' 48''$ East 200.73 feet to the beginning of a 446.19 foot radius curve concave to the Northeast;
 Thence Southeasterly along said curve through a central angle of $18^{\circ} 26' 57''$ a distance of 143.67 feet (Chord = South $23^{\circ} 56' 15''$ East 143.05 feet) to a 5/8" rebar with cap set on a fence line;
 Thence South $00^{\circ} 17' 40''$ East 1384.51 feet along said fence line and the extension thereof to a 5/8" rebar with cap set on the Northerly right of way line of a country road;
 Thence South $88^{\circ} 37' 12''$ West 1064.16 feet to the True Point of Beginning.

PARCEL 3

A parcel of land located in Sections 4 and 5, Township 16 South, Range 38 East, Boise meridian Franklin County, Idaho and further described as follows:
 Beginning at the West Quarter corner of said Section 4 which is a 5/8" rebar with cap labelled "A. A. HUDSON, PLS 4735" set on an East-West fence line, said corner being North $00^{\circ} 22' 13''$ East 2615.05 feet (North 2640.00 feet by record) from the Northwest corner of the Northwest corner of Section 9, Township 16 South Range 38 East, which is North $00^{\circ} 04' 52''$ East 2653.28 feet (North 2640.00 feet by record) from the West Quarter corner of said Section 9;
 Thence South $89^{\circ} 29' 25''$ East 1254.88 feet along said fence line to a 5/8" rebar with cap set at a fence corner;
 Thence South $01^{\circ} 01' 10''$ East 1194.53 feet along said fence line to a 5/8" rebar with cap; thence South $00^{\circ} 17' 40''$ East 1163.17 feet along said fence line and the extension thereof to a 5/8" rebar with cap set at the intersection of said fence line and said Northerly right of way line;
 Thence along said right of way line through the following courses;
 North $14^{\circ} 42' 48''$ West 197.75 feet to the beginning of a 103.66 foot radius curve concave to the Northeast;
 Thence Northwesterly along said curve through a central angle of $25^{\circ} 18' 03''$ a distance of 45.77 feet to the point of tangency (Chord = North $02^{\circ} 03' 47''$ West 45.40 feet);
 Thence North $10^{\circ} 35' 15''$ East 77.35 feet to the beginning of a 140.52 foot radius curve concave to the Southwest;
 Thence Northwesterly along said curve through a central angle of $48^{\circ} 41' 01''$ a distance of 119.40 feet to the point of tangency (Chord = North $13^{\circ} 45' 16''$ West 115.84 feet);
 Thence North $38^{\circ} 05' 46''$ West 2275.96 feet to the beginning of a 651.99 foot radius curve concave to the Northeast;
 Thence Northwesterly along said curve through a central angle of $15^{\circ} 42' 38''$ a distance of 178.78 feet (Chord = North $30^{\circ} 14' 27''$ West 178.22 feet) to a 5/8" rebar with cap set on the latitudinal center line of said Section 5, said line being on the South line of that parcel of land now owned by Evan Koller as recorded under instrument number 178918 in the official records of Franklin County;
 Thence South $89^{\circ} 39' 48''$ East 277.12 feet along said property line to the True Point of Beginning.

MEMORANDUM

TO: File 13-4120

FROM: KAY WALKER *Kay*

RE: Change in Ownership

Date: April 12, 2005

.....

Mr. Jay Fannesbeck contacted me this morning in regard to the change in ownership that had been processed on Rt. 13-4120. Mr. Fannesbeck stated the change in ownership was in error and he thought the right should be split by land ownership. He stated that the lands in Sec. 5 and the NWNW, Sec. 9 should not have been changed to the new owners. I told him I would run a metes and bounds on the deed and find out which lands should not have been included in the ownership change.

Further review of this file found that there is a "Bill of Sale" that specifically lists this right as part of the sale. I discussed this with Jeff and it is determined that the bill of sale is included in our records as part of the change in ownership and IDWR did not error in changing the entire right to the Astons. It is also noted that in January of this year, our office did request more information regarding evidence of water right ownership and legal description of property – specifically the letter requested ownership evidence for lands located in Sec. 5, SESW. The new owners submitted additional information, which I think included the bill of sale, and the ownership change was processed.

In light of this I did not run a metes and bounds on the deed and have left Mr. Fannesbeck a message on his answering machine regarding what I found in the file. The landowners need to resolve this among themselves and if that is not possible it could become a civil matter.

To contact Mr. Fannesbeck:
Jay Fannesbeck
6022 W. Hwy 36
Weston ID 83286
(208)747-3295

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

12/12/2005

WATER RIGHT NO. 13-4120

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CLINTON K ASTON PO BOX 35 WESTON, ID 83286 (435) 753-1117

Priority Date: 06/26/1962

Basis: Statutory Claim

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>Volume</u>
IRRIGATION	4/01	11/01	2.8 CFS	
Total Diversion			2.8 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNE	Sec. 08	Township 16S	Range 38E	FRANKLIN County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION FRANKLIN County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Ac
16S	38E	5		SESW	16									
		8		NENE	3		NWNE	36		SWNE	15		SENE	37
		9		NWNW	40		SWNW	40						

Total Acres: 187

Dates:

Licensed Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 24, 2005

CLINTON K ASTON
PO BOX 35
WESTON ID 83286

RE: Change of Ownership for Water Right 13-4120

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

 Jeff Peppersack, Manager
Water Right Permits Section

JP:klm
Enclosure

RECEIVED
JAN 21 2005
Department of Water Resources

January 16, 2005

Kandice McDermott
Records Analyst
Dept. Water Resources
322 East Front Street
P.O. Box 83720
Boise, Id 83720-0098

Dear Kandice:

The records you requested for transfer of ownership are enclosed, the title company took out fees and was supposed to send in documentation. If you need any more information or paperwork let me know.

Thanks
Clinton Aston
P.O. Box 35
Weston, Id 83286
(435)770-5999

226989 1-2
WARRANTY DEED

For Value Received **Sidney Lee Schvaneveldt and Charlotte Olsen^{CS} Schvaneveldt, husband and wife**

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

Clinton K. Aston and Estelita Aston, husband and wife

whose address is: **192 East Depot Street, Weston, ID 83286**

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

See Attached

Recorded at the request of
First Am. Title

9:45 a.m. JUL 29 2004 p.m.

V. ELLIOTT LARSEN, RECORDER
By Ruth K. Rawlings Deputy
FRANKLIN COUNTY, IDAHO

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

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

Dated: 7-28-04

Sidney Lee Schvaneveldt
Sidney Lee Schvaneveldt

Charlotte Olsen Schvaneveldt
Charlotte Olsen Schvaneveldt

STATE OF Idaho

ss.

COUNTY OF FRANKLIN

On this, before me Karen Rawlings, personally appeared Sidney Lee Schvaneveldt and Charlotte Olsen Schvaneveldt, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Karen Rawlings
Notary Public of Idaho
Residing at: Preston, Idaho
Commission Expires: 12/18/09

KAREN RAWLINGS
NOTARY PUBLIC
STATE OF IDAHO

A parcel of land located in the Northeast quarter of Section 8, Township 16 South, Range 38 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows: Commencing at the North quarter corner of said Section 8, from which the Northeast corner of Section 8 bears South 89° 48' 08" East; Thence South 00° 07' 56" East 319.00 feet along the west boundary of the Northeast quarter of Section 8 to a 5/8" rebar and cap labeled "ALLEN LAND SURVEYING, PLS 9163" at a fence corner, the Point of Beginning. Thence South 89° 58' 21" East 326.07 feet to a 5/8" rebar and cap (PLS 9163) at the southwest corner of the parcel of land described in instrument number 212745, as recorded in the official records of Franklin County; Thence North 89° 58' 08" East 603.99 feet along the south boundary of said parcel to a 5/8" rebar and cap (PLS 9161) at the southeast corner thereof; Thence North 89° 13' 22" East 287.27 feet to a 5/8" rebar and cap at the southwesterly right of way line of the county road; Thence along said right of way line the following four (4) courses:

Thence South 66° 29' 53" East 31.92 feet to the beginning of a 340.00 foot radius curve concave to the Southwest;

Thence Southeasterly along said curve through a central angle of 41° 11' 59" a distance of 244.48 feet to the point of tangency (chord= South 45° 53' 54" East 239.25 feet);

Thence South 25° 17' 54" East 112.70 feet to a 5/8" rebar and cap;

Thence South 24° 09' 43" East 341.44 feet to a 5/8" rebar and cap (LS 4735);

Thence South 00° 47' 01" West 1396.71 feet to the centerline of Weston Creek; Thence North 62° 58' 26" West 1778.72 feet along the centerline of Weston Creek to the west boundary of the Northeast quarter of Section 8; Thence North 00° 07' 56" West 1176.92 feet along said west boundary to the Point of Beginning.

Together with a 33.00 foot wide ingress/egress easement described as follows: Beginning at the North quarter corner of said Section 8, from which the Northeast corner of Section 8 bears South 89° 48' 08" East; Thence South 00° 07' 56" East 319.00 feet along the west boundary of the Northeast quarter of Section 8 to a 5/8" rebar and cap labeled "ALLEN LAND SURVEYING, PLS 9163" at a fence corner; Thence South 89° 58' 21" East 33.00 feet; Thence North 00° 07' 56" West 318.91 feet to the north boundary of the Northeast quarter of Section 8; Thence North 89° 48' 08" West 33.00 feet along said north boundary to the Point of Beginning.

ALSO,

A parcel of land located in Sections 8 and 9, Township 16 South, Range 38 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West Quarter corner of said Section 9 which is a 5/8" rebar with cap labeled "A.A. HUDSON, PLS 4735" set on an East-West fence line, said corner being North 00°04'52" East 2684.55 feet (North 2640.00 feet by record) from the Southwest corner of said Section 9; thence North 89°24'36" West 465.44 feet along said fence line to a 5/8" rebar with cap set at the top of bank on Weston Creek; thence along said Creek bank through the following courses:

North 50°29'25" West 189.67 feet to a 5/8" rebar with cap;

North 54°12'03" West 80.46 feet to a point to a 5/8" rebar with cap;

North 63°01'12" West 428.57 feet to a point to a 5/8" rebar with cap; thence North 00°50'00" East 1388.71 feet to a 5/8" rebar with cap set on the Southerly right of way line of a county road; thence South 24°32'43" East 229.00 feet to the beginning of a 294.07 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of 57°32'28" a distance of 295.33 feet to the point of tangency (Chord = South 53°18'57" East 283.08 feet); thence South 82°05'11" East 196.20 feet to the beginning of a 711.58 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 04°37'59" a distance of 57.54 feet to the point of tangency (Chord = South 79°46'12" East 57.53 feet); thence South 77°27'12" East 208.09 feet to the beginning of a 930.64 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of 13°55'36" a distance of 226.21 feet to the point of tangency (Chord = South 84°25'00" East 225.65 feet); thence North 88°37'12" East 1349.21 feet to a 5/8" rebar with cap set on a fence line; thence South 00°05'27" East 1319.74 feet along said fence line to a 5/8" rebar with cap set at a fence corner; thence North 89°24'36" West 1313.03 feet; thence North 89° 24' 36" West 465.44 feet along said fence line to the TRUE POINT OF BEGINNING.

[illegible]

BILL OF SALE

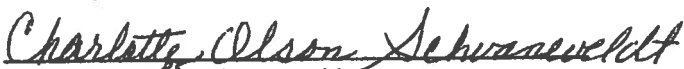
KNOW ALL MEN BY THESE PRESENTS, that on this 28th of July, 2004, Sidney Lee Schvaneveldt and Charlotte Olsen Schvaneveldt, of Weston, County of Franklin, State of ID the party of the first part, for and in valuable consideration, to it in hand paid by Clinton K. Aston and Estelita Aston, the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following property:

See Attached Exhibit A

To Have and to Hold, the same unto the said party of the second part, its heirs and assigns forever, and the said party of the first part hereby covenants that it is the lawful owner of said property, have good right, full power and lawful authority to convey the same, and that it will defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand the day and year first above written.


Sidney Lee Schvaneveldt


Charlotte Olsen Schvaneveldt

BILL OF SALE FROM SIDNEY SCHVANEVELDT TO CLINTON ASTON

GENERAL ELECTRIC 100 HP MOTOR WITH PUMP; MODEL #: 5K6276XC19A

2 (TWO) HARVEST KING 4 INCH TO 5 INCH WHEEL LINES

2 (TWO) 4 INCH TO 5 INCH WHEEL LINES - MAKE UNKNOWN

ALL HAND LINES USED ON THE PARCEL

10 INCH TO 6 INCH STEEL PORTABLE AND BURIED MAIN LINE

ALL SALVAGABLE PARTS OF WHEEL AND HAND LINES

4 (FOUR) BRIGGS AND STRATTON MOTORS ON THE WHEEL LINES
THREE - 8 HP AND ONE - 7 HP

IDAHO WATER RIGHT NUMBER 13-4120 FOR 2.8 CFS

GOULDS PUMP; A9856261; MODEL #: HSJ20N

GOULDS 2 HP MOTOR; MODEL #: K48N2DB11A2; SERIAL #: 8K97

WELL STORAGE TANKS, MOTORS, PUMPS

STA-RITE 1.5 HP MOTOR; MODEL #: C4BL2ECLS

ALL PUMPS, MOTORS, CONNECTORS, VALVE OPENERS, HOSES



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 4, 2005

CLINTON K ASTON
PO BOX 35
WESTON ID 83286

RE: Change in Ownership for Water Right No. 13-4120

Dear Mr. Aston:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

X **Evidence of Water Right Ownership:** copy of Warranty Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

X **Legal Description of Property**

The Deed provided to our office for Ownership Evidence does not indicate ownership of property located in Township 16S, Range 38E, Section 5, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$. Please provide our office with further evidence showing ownership of this property.

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information **within 30 days** we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

If you have any questions regarding this matter, please call Kari Lynn Townsend at 208-287-4952.

Sincerely,

Kandice McDermott
Records Analyst

/klm

RECEIVED

AUG 13 2004

DEPARTMENT OF
WATER RESOURCES
STATE OF IDAHO

RECEIVED

AUG 05 2004

Department of Water Resources
Eastern Region

RECEIVED

JUL 30 2004

Department of Water Resources
Eastern RegionDEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIPPlease print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
13-4120					

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

- A. The appropriate FILING FEE. See instructions for fee amounts. \$25 - buyer
- B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) SIDNEY LEE SCHVANEVELDT
6762 WEST 2200 SOUTH WESTON, ID 83286
4. New Owner/Claimant(s) CLINTON K. ASTON
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
192 EAST DEPOT STREET, P.O. BOX 35
New Mailing Address WESTON, ID 83286
City, State and ZIP Code
New Telephone Number (435) 753-1117
Date you acquired the property JULY 28, 2004

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

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

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

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

Charles Arden

Ernest Arden

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

For Office Use Only

Received by JC Date 8-5-04 Fee \$85
 Received by JC Date 8-5-04 Receipt No. 5030111
 Processed by _____ AJ Date _____ WR _____ Date _____

6/30/2005

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

1 WATER RIGHT LICENSE 13-2209
 $Q = 2.87 cfs$
PD = NE⁴ NE⁴ SEC 36 TWP 15S R37E
PU $\Rightarrow$ 408 ACRES -

FIELD EXAM DID NOT REFLECT
A WELL IN NW⁴ NE⁴ SEC 8 TWP 16S R38E

$\rightarrow$ OPTIONS

IF - YOU CAN SHOW THE SECOND
WELL WAS IN PLACE AT THE
TIME PROOF OF BENEFICIAL USE
WAS SUBMITTED (MAY 28, 1965)

AND

YOU CAN DEMONSTRATE THAT
THE LICENSE WAS ISSUED IN
ERROR I.E. OMITTING SECOND
WELL YOU -

MAY

BE ABLE TO CONVINCE THE
DIRECTOR THAT AN ERROR WAS
MADE THERE IS A POSSIBILITY
OF CORRECTING THE LICENSE

Exhibit
16

2. IF - YOU CAN PROVE THAT THE
SECOND WELL WAS DRILLED
PRIOR TO MARCH 25, 1963 -
A CLAIM CAN BE FILED FOR WELL
IN SEC 8 & THE BENEFICIAL USE
ASSOCIATED WITH THAT WELL