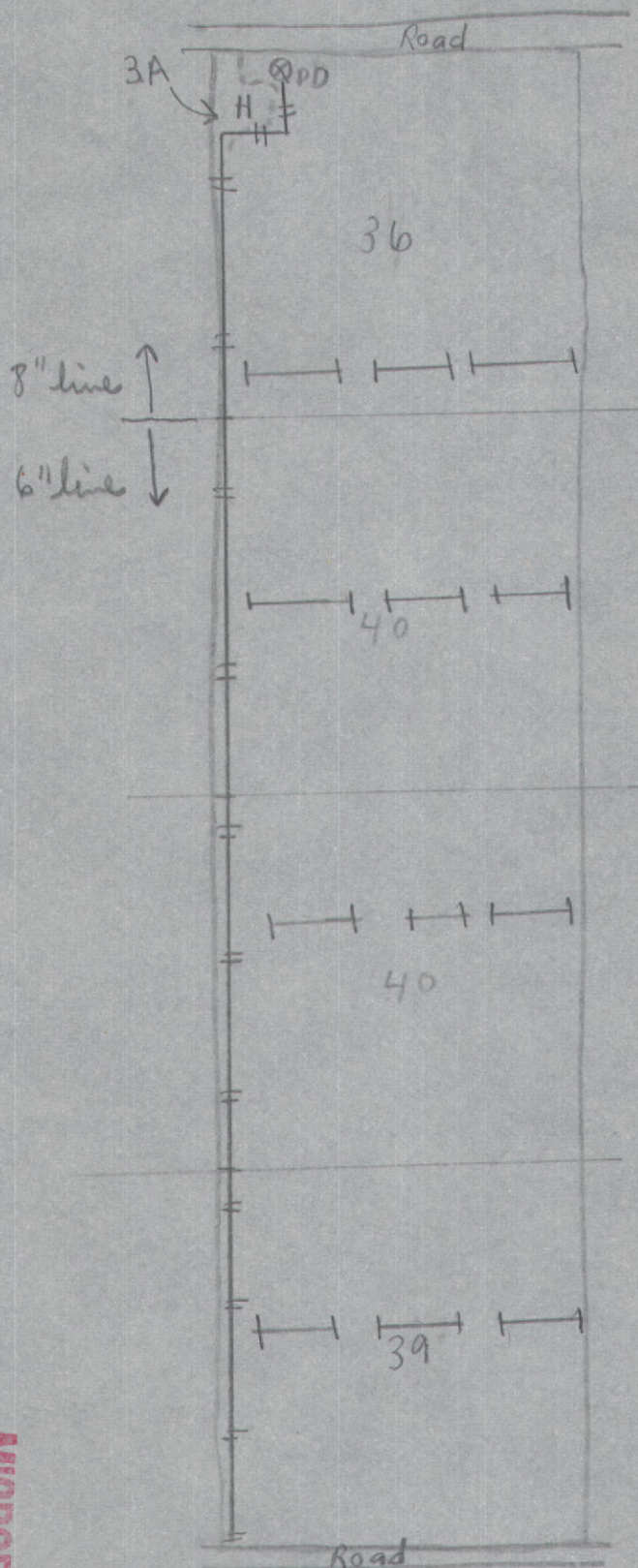


T 145, R 32 E

Pett

Scale: 8" = 1 mi



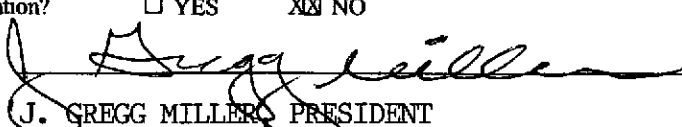
RECEIVED

DEC 12 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

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

1. Water Right No(s): 17-7038
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
CACHE VALLEY BANK
ATTN: J. GREGG MILLER
101 NORTH MAIN
LOGAN UT 84321
4. Name of Water Right Owner/Claimant(s) R. JAMES PETT
5. Expiration Date of Notification Period MAY 15, 2012
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
J. GREGG MILLER, PRESIDENT

For Office Use Only

Received by <u>JL</u>	Date <u>12-5-02</u>	Fee <u>\$25</u>
Received by <u>JL</u>	Date <u>12-5-02</u>	Receipt No. <u>EC28360</u>
Processed by _____	AJ Date _____	WR _____ Date _____

MICROFILMED

DEC 11 2003

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(6), **Idaho Code**. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

MICROFILMED

FEB 11 2003

RECEIVED
DEC 12 2002
Department of Water Resources
RECEIVED
DEC 05 2002
Department of Water Resources
Eastern Region

State of Idaho

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-22-2002 and the parties and their addresses are as follows:

MORTGAGOR: MOUNT VIEW LLC FKA MOUNT VIEW CORPORATION
457 WEST HYW 38
MALAD, ID 83252
519-52-2361, 543-42-2154

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: CACHE VALLEY BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH
101 NORTH MAIN STREET
LOGAN, UT 84321
87-0310100

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender the following described property:

TOWNSHIP 14 SOUTH, RANGE 33 EAST, BOISE MERIDIAN:
SECTION 20: SE1/4SE1/4
SECTION 21: S1/2SW1/4; SW1/4SE1/4
SECTION 28: N1/2NW1/4; NW1/4NE1/4
SECTION 29: NE1/4NE1/4; E1/2SWE1/4, W1/2SE1/4 (T-1198) EXCEPTING THAT PORTION DEEDED FOR HIGHWAY PURPOSES.
SECTION 32: W1/2E1/2 (T-1198) EXCEPTING THAT PORTION DEEDED FOR HIGHWAY PURPOSES.

WATER RIGHT NOS. 17-7070 AND 17-7038

The property is located in ONEIDA at
(County)
(Address) (City) Idaho (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,834,745.93. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to the following:
- A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): NOTE DATED 7-22-2002

(e.g., borrower's name, note amount, interest rate, maturity date)

MICROFILMED

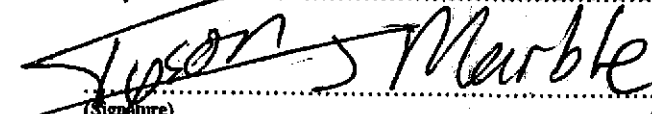
be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
28. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights to homestead exemption, appraisal or the marshalling of liens and assets relating to the Property.
29. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:
- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
 - ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.
30. **OTHER TERMS.** If checked, the following are applicable to this Mortgage:
- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
 - ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated

Entity Name: MOUNT VIEW LLC FKA MOUNT VIEW CORPORATION Entity Name:


.....
(Signature) (Date) (Signature) (Date)

TYSON MARBLE, MEMBER

(Signature) (Date) (Signature) (Date)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

ACKNOWLEDGMENT:

STATE OF, COUNTY OF } ss.

On this day of, before me, a Notary Public, personally appeared

(Individual)

known or identified to me (or proved to me on the oath of),
to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they
executed the same.

My commission expires:

(Seal)

.....
(Notary Public)

STATE OF UTAH....., COUNTY OF CACHE..... } ss.

On this 22ND..... day of JULY, 2002....., before me, a Notary Public, personally appeared

TYSON MARBLE

(Business

or Entity

Acknowledgment)

known or identified to me (or proved to me on the oath of),
to be the MEMBER.....

MICROFILMED

JUL 23 2003

My commission expires: 7/23/03

(Seal)

.....
LORIAN SHAFFER

.....
Notary Public

.....
My Commission Expires

.....
JUL 23 2003

.....
(Notary Public)

RECEIVED
DEC 12 2002
Department of Water Resources
RECEIVED
DEC 05 2002
Department of Water Resources
Eastern Region

State of Idaho _____ Space Above This Line For Recording Data _____

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-22-2002 and the parties and their addresses are as follows:

MORTGAGOR: BERT R. MARBLE AND KAREN MARBLE
457 WEST HWY 38
MALAD, ID 83252
519-52-2361, 543-42-2154

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: CACHE VALLEY BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH
101 NORTH MAIN STREET
LOGAN, UT 84321
87-0310100

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender the following described property:

SEE EXHIBIT A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

WATER RIGHT NOS. 17-7082, 17-7077, 29-2474, 17-7070, 17-7038

The property is located in ONEIDA at _____
(County) _____
_____, Idaho _____
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,834,745.93. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): NOTE DATED 07-22-2002

MICROFILMED
(e.g., borrower's name, note amount, interest rate, maturity date) FEB 11 2003

be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
28. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights to homestead exemption, appraisalment or the marshalling of liens and assets relating to the Property.
29. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:
- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
 - ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.
30. **OTHER TERMS.** If checked, the following are applicable to this Mortgage:
- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
 - ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

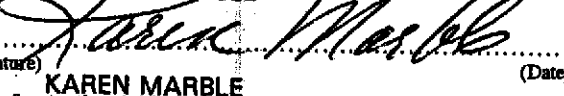
☐ Actual authority was granted to the parties signing below by resolution signed and dated

Entity Name:

Entity Name:


(Signature) (Date)
BERT R. MARBLE

(Signature) (Date)

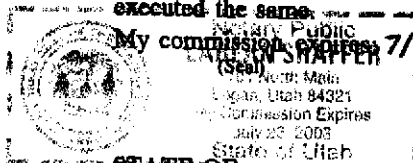

(Signature) (Date)
KAREN MARBLE

(Signature) (Date)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

ACKNOWLEDGMENT:

STATE OF UTAH..... COUNTY OF CACHE..... } ss.
On this 22ND..... day of JULY, 2002....., before me, a Notary Public, personally appeared
BERT R. MARBLE; KAREN MARBLE.....
(Individual) known or identified to me (or proved to me on the oath of),
to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they
executed the same.




.....
(Notary Public)

STATE OF COUNTY OF } ss.
On this day of , before me, a Notary Public, personally appeared
.....
(Business or Entity known or identified to me (or proved to me on the oath of),
Acknowledgment) to be the

My commission expires:
(Seal)

MICROFILMED
FEB 11 2003

(Notary Public)

EXHIBIT A

PARCEL 1:

Township 12 South, Range 33 East, Boise Meridian:

Section 1: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

Section 12: E $\frac{1}{2}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Township 14 South, Range 33 East, Boise Meridian:

Section 9: W $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 10: SW $\frac{1}{4}$ SW $\frac{1}{4}$, (T-186 and T-491) EXCEPT: Commence at a point 40.5 rods East of the Southwest corner of said Section 10; thence running East 12 rods; thence North 14 rods; thence West 12 rods; thence South 14 rods to the point of beginning.

Section 16: W $\frac{1}{4}$

Section 17: E $\frac{1}{4}$

Section 21: N $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 2:

Township 15 South, Range 34 East, Boise Meridian:

Section 23: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{4}$ SE $\frac{1}{4}$

Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

Section 25: W $\frac{1}{4}$

Section 26: E $\frac{1}{2}$; ALSO, Commencing at a point 10 rods North of the Southwest corner and running North 150 rods; thence East 80 rods; thence South 160 rods; thence West 72 rods; thence North 10 rods; thence West 8 rods to the point of beginning.

PARCEL 3:

Township 14 South, Range 37 East, Boise Meridian

Section 25: S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{4}$ SW $\frac{1}{4}$

Section 34: E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{4}$ (T-1178) EXCEPTING that portion deeded for highway purposes.

PARCEL 4:

Township 14 South, Range 33 East, Boise Meridian:

Section 20: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 21: S $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 28: N $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{4}$ SWE $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$ (T-1198) EXCEPTING that portion deeded for highway purposes.

Section 32: W $\frac{1}{4}$ E $\frac{1}{4}$ (T-1198) EXCEPTING that portion deeded for highway pruposes.

Property Address: Bareground, Idaho

WATER RIGHT NOS. 17-7082, 17-7077, 29-2474, 17-7070, 17-7038

ALL SPRINKLER IRRIGATION EQUIPMENT, MAIN LINE, PUMPS, TANKS, AND RELATED EQUIPMENT WITH ALL REPLACEMENTS THEREOF.

RECEIVED

DEC 12 2002

Department of Water Resources

RECEIVED
DEC 05 2002
Department of Water Resources
Eastern Region

State of Idaho

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-22-2002..... and the parties and their addresses are as follows:

MORTGAGOR: BERT R. MARBLE AND KAREN MARBLE.....
457 WEST HWY. 38.....
MALAD, ID. 83252.....
519-52-2361, 543-42-2154.....

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: CACHE VALLEY BANK.....
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH.....
101 NORTH MAIN STREET.....
LOGAN, UT. 84321.....
87-0310100.....

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender the following described property:

TOWNSHIP 14 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO
SECTION 35: NW1/4, NE1/4, SW1/4, SE1/4
SUBJECT TO EXISTING EASEMENTS AND ROADWAYS.

The property is located in FRANKLIN at
(County)
..... Idaho
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,834,745.93..... This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:

A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): NOTE DATED 07-22-2002.....

(e.g., borrower's name, note amount, interest rate, maturity date)

be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

28. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights to homestead exemption, appraisalment or the marshalling of liens and assets relating to the Property.

29. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

30. **OTHER TERMS.** If checked, the following are applicable to this Mortgage:

☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

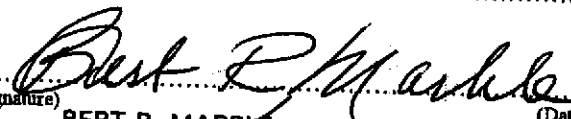
☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

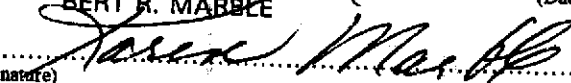
☐ Actual authority was granted to the parties signing below by resolution signed and dated

Entity Name:

Entity Name:


(Signature) BERT R. MARBLE (Date)

(Signature) (Date)


(Signature) KAREN MARBLE (Date)

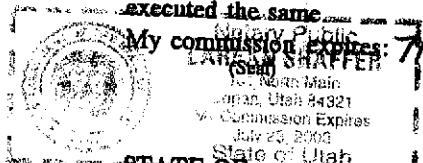
(Signature) (Date)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

ACKNOWLEDGMENT:

STATE OF UTAH COUNTY OF CACHE } ss.
On this 22ND day of JULY, 2002 before me, a Notary Public, personally appeared
BERT R. MARBLE; KAREN MARBLE
(Individual) known or identified to me (or proved to me on the oath of),
to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they
executed the same

My commission expires: 7/23/03




(Notary Public)

STATE OF COUNTY OF } ss.
On this day of before me, a Notary Public, personally appeared
(Business or Entity Acknowledgment) known or identified to me (or proved to me on the oath of),
to be the

My commission expires:
(Seal)

MICROFILMED

(Notary Public)

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 17-7038 Priority November 18, 1974 Amount 2.50 cfs

THIS IS TO CERTIFY, that R. James Pett
of Malad, Idaho, has complied with the terms and conditions of Permit
No. 17-7038 issued pursuant to Application for Permit dated November 18, 1974,
and has submitted proof to the Department of Water Resources on September 5, 1975,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 2.50 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>April 1</u> to <u>November 1</u>	at <u>2.50</u> cfs and	<u>542.5</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 2.50 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
542.5 acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 32, Twp. 14S,
Rge. 33E, B. M. in the County of Oneida

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
14S	33E	32		36	40											40	39		155

Total number of acres irrigated 155

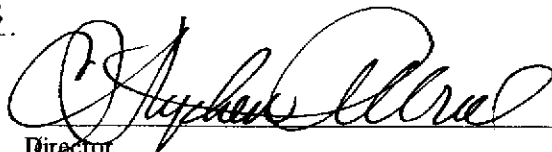
A measuring device of a type approved by this Department shall be maintained as
part of the diverting works.

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 1 day of

May, 19 78.


Director

Identification No. 17 7038

Application No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT**

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant R. James Pett Phone: 698-2022
post office address Holbrook Rt., Malad, Idaho 83252

2. Source of water supply ground water which is a tributary of ---

3. a. Location of point of diversion is NW SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 32 Township 14S
Range 33E B.M. Oneida County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____

4. Water will be used for the following purposes:

Amount 3.2 for Irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 3.2 cubic feet per second and/or
b. _____ acre feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. well and pump

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)

c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.

b. Estimated construction cost is \$ 50,000.00

8. Description of proposed uses:

a. If water is **not** for irrigation:

- (1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
- (2) Amount of power to be generated: _____ hp under _____ feet of head.
- (3) List number of each kind of livestock to be watered _____

- (4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____
- (5) If water is to be used for other purposes describe: _____

MICROFILMED

[illegible]

10. Remarks -

applicant to make this filing -

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the

b. Who owns the land to be irrigated or place of use

9. a. Who owns the property at the point of diversion

c. Describe any other water rights used for the same purposes as described above. None

Total number of acres to be irrigated-

09/ ~~2008~~

[illegible]

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

Received Priority 11-18-1974

Received by MB Date 11-18-74 Time 11:02 AM
Preliminary check by MB Fee \$ 55.00

Received by MB Date 11-18-74 # 13159

Publication prepared by MB Date 11-19-74

Published in *Idaho Engineering*

Publication dates *Nov. 28 & Dec. 5, 1974*

Publication approved MB Date 11-6-74

Priority reduced to Reason

Protests filed by:

Copies of protests forwarded by:

Hearing held by Date

Recommended for approval denial by *MB*

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of

Idaho No. 17-7038, and said application is hereby APPROVED.

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

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or

before January 1, 19 80.

c. Other: A measuring device of a type approved by this Department shall be

permanently installed and maintained as part of the diverting works.

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

Witness my hand this 2 day of January 19 75

Director

R James Pott

Application No. 17-7038

- (1) Log 11/18/74

(2) (1) (1)

NA.

- (3) 4 6

NA.

- (4)

(5) " "

(6)

(7) 2,0 -1

(8) 11 4

Declining, Stable, Increasing

(comment) No obs well in vicinity. Bulletin #27

- (9)

Other rights on the same place of use *None*

- (10)

Comments: ~~21~~ ¹ The nearest well 1/2 mile SE.

- (11) MB 12-6-74

Affidavit of Publication received (date) Dec. 6, 1974

- (12) MB 12-16-74

Final date for protests December 16, 1974
Protests received: yes no x

- (13) DC 12/16/74

All requested information received from agencies or applicant: yes no

- (14) 11 11

Action recommended:

141 Approve _____ Deny

11/18/70 Proposed Priority

Reason for Reduction _____

✓ Measuring device required

See attached sheet for other conditions of approval

No special conditions for approval

(15) District *F*

By DC

approval
Department of Water Resources
Date: 12/16/79

Copy

RECEIVED

DEC 6 1974

Department of Water Resources
Eastern District Office

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that R. James Pett, Holbrook Rt., Malad, Idaho, has on 11-18-74 submitted Application No. 17-7038 for a permit to appropriate 3.2 cubic feet per second of water from a ground-water source by means of well and pump within the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 32, T. 14S, R. 33E, B.M., Oneida County; to be used from Apr. 1 to Nov. 1 for the irrigation of 160 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 32, T. 14S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before December 16, 1974.

R. KEITH HIGGINSON
Director

Published in the Idaho Enterprise, Malad City Idaho on November 28 and December 5, 1974.

AFFIDAVIT OF PUBLICATION

State of Idaho
County of Oneida, ss.

Norma Beck being first duly sworn on her oath, states: That she is clerk of the Idaho Enterprise, a newspaper of general circulation in Oneida County, Idaho published weekly at Malad, in said county, that said newspaper has been published in said county uninterruptedly and continuously for over seventy-eight consecutive weeks, prior to the first publication of the annexed notice or advertisement:

That said Idaho Enterprise was at all of the times of publication of said notice a newspaper of general circulation made up of at least four pages of at least five columns each, printed from type matter or stereotyped forms of at least seventeen and three fourths inches depth, and said newspaper during all of the times of publication aforesaid had more than 200 bonafide subscribers thereto living within the county of Oneida in which said newspaper was published at regular intervals not less frequently than once a week.

That the annexed notice was published per clipping attached in the regular and entire edition of said newspaper and not in any supplement thereof for 2 successive weekly issues thereof the date of the first publication being the 28 day of Nov, 1974 the date of the last publication being the 5 day of Dec, 1974

Norma Beck

Subscribed and sworn to before me this 5 day of December, 1974.

H. D. Daylon
Notary Public, residing at Malad, Idaho

My Commission expires the 10 day of Oct, 1974.

Costs:

31 lines at 23c per line first insertion \$ 7.13

..... lines tabulated at 34 $\frac{1}{2}$ c per line \$

15c per line each subsequent insertion \$ 4.65

TOTAL \$ 11.78

(Rates for legal notices are fixed by Idaho law)

RECORDED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 12, 2002

CACHE VALLEY BANK
ATTN J GREGG MILLER
101 NORTH MAIN
LOGAN UT 84321

RE: Notice of Security Interest for Water Rights 17-7038, 17-7070, 17-7077, 17-7082

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence regarding the Notice of Security Interest for the above referenced water rights to you. The department has modified its records to add the security interest information and has enclosed computer-generated reports 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:klt

Enclosures

MICROFILMED

FEB 11 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 384-2215

May 3, 1978

Re: Permit No. 17-7038

R. James Pett
Holbrook Route
Malad, ID 83252

Dear Mr. Pett:

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG/kw
Enclosure

MICROFILMED

January 26, 1978

Re: Permit No. 17-7038

R. James Pett
Holbrook Rt.
Malad, ID 83252

Dear Mr. Pett:

A representative of this Department made an examination of the works covered by your Permit No. 17-7038 on August 25, 1976, and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 2.50 cfs Source: groundwater

The maximum quantity diverted shall not exceed 542.5 acre feet per
year.

Point of diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 32, Twp. 14S, Rge. 33E, B. M.

Beneficial use: Irrigation of 155 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$, and the
W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 32, Twp. 14S, Rge. 33E, B. M.

Priority date established: November 18, 1974

If you do not concur with these findings please contact us within 10 days, otherwise a
water license will be issued as set forth above.

Sincerely,

ROBBY D. FLEENOR
Chief, Operations Bureau

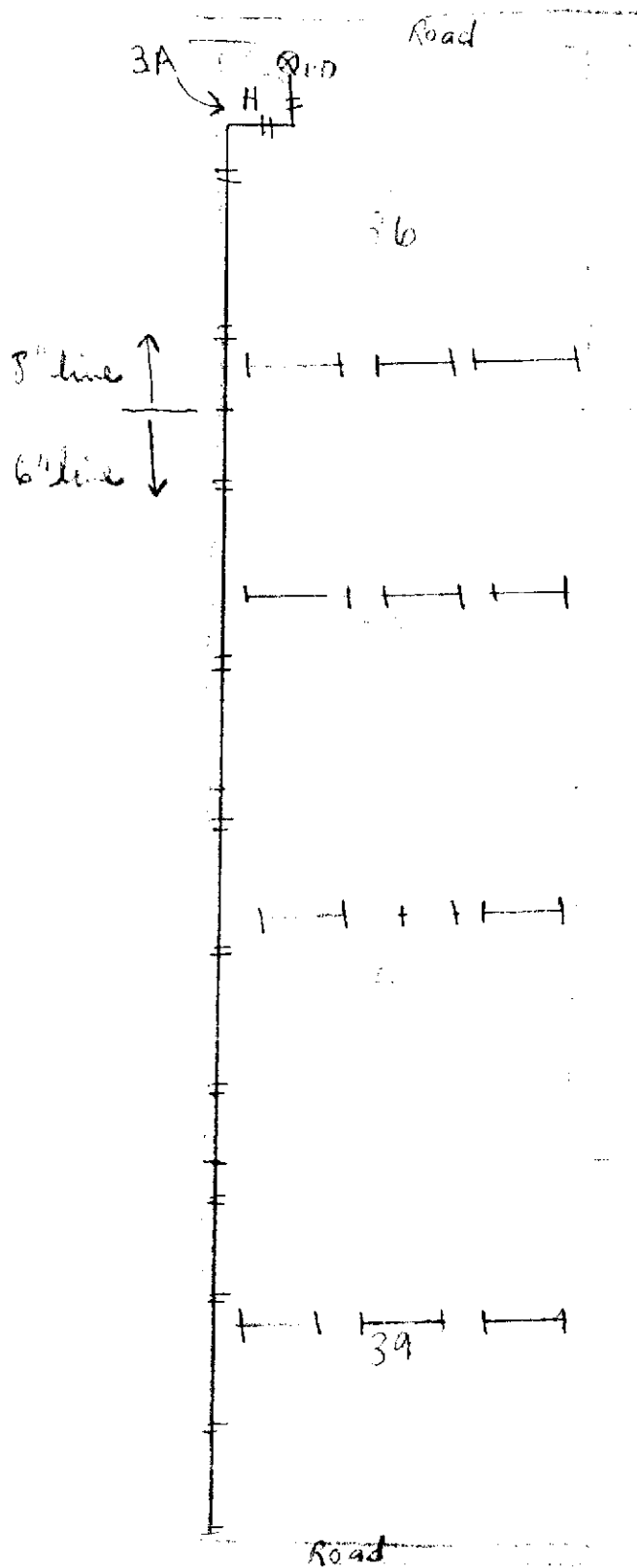
PDF/cah

RECEIVED
JAN 27 1978
FBI - MALAD

T 145, R 32 E

P 4
Scale: 8" = 1 mi.

34/33
32/33



34/33
32/33

RECEIVED

DEPARTMENT OF WATER ADMINISTRATION

FIELD REPORT

SEP 15 1975

Department of Water Resources
Name of permit holder R. James Pett
Eastern District Office
Post office address Holbrook Rt., Malad, ID 83252 Phone 698-2022
Person to contact _____ Phone _____

2. Source of water supply: Groundwater ☒ Surface water ☐ _____
(name spring, stream, etc.)
Tributary to _____

3. Water will be used for the following purposes:

Amount 3.20 c.f.s. for Irrigation
_____ AF/Annum (nature of use)

Period of Use: from Apr. 1 to Nov. 1
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
_____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
_____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

Permit No. 17-7038
Examination for b/u

4. Total amount to be appropriated:

Max Rate of Diversion 3.20 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 14S N/S, Range 33E E/W, B.M., Section 32, Subdivision NW $\frac{1}{4}$ NE $\frac{1}{4}$, Oneida
County
Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, _____
County
Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, _____
County

Other Points of Diversions: _____

Description of diverting works: 150 hp pump, 16" casing from 250' to 373', 12" casing from 373' to 430'

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
14S	33E	32		40	40											40	40		160

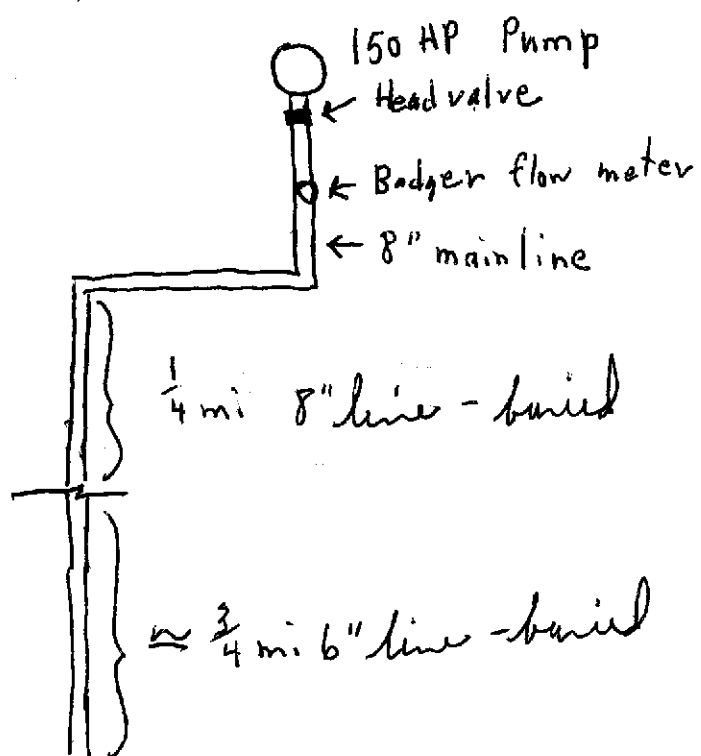
TOTAL ACREAGE

160

T
14
5

7

N



DATE OF EXAM 7/15/76

ACREAGE
Found 155
Recommended 155

Irrigation Requirement 3.5 Ac Ft/Ac

USE

Irrigation Q = 2.50 c.f.s. V = 542.5 AF/Ann. from Apr 1 to Nov 1
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no X

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

Exchange? yes _____ no X

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

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

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

Total Q measured 1121 gpm = 2.50 cfs Method of measurement In line flow meter

Total Q recommended 2.50 cfs Meter No. MD644661 Type Badger Condition Good

Total V recommended 542.5 AF/ann

Flow reading: 2000 gal/107 sec

Recommended Amendments: None

$$\left(\frac{2000 \text{ gal}}{107 \text{ sec}} \right) \left(\frac{60 \text{ sec}}{1 \text{ min}} \right) = 1121 \text{ gpm}$$

P.D. _____
Place of Use _____
Other _____
None _____

MEASUREMENT CALCULATION: GE 150 HP
~~Pump motor - 5 HP ELT 514182 Pump - Johnston model 5852~~
~~8" mainline down west side of field 1 mi length 4 wheel lines~~
$$V = (155 \text{ Ac})(3.5 \text{ AF/ac}) = 542.5 \text{ AF/ann}$$

$$Q = \frac{(150)(8.814)(.80)}{270 + 60(2.308)} = 2.59 \text{ cfs.}$$

SYSTEM DESCRIPTION:
Pump - Motor - GE 150 HP - 5N ELT 1482; Pump - Johnston model 5852.
8" mainline down west side of field, 1 mi length. 4 - 32 nozzle wheel lines (532" nozzles)

REMARKS:

System shown by R. James Pett.
Static level - 60 ft, well 400 ft deep - 210 ft draw down

Examiner's Signature William B. Graham Date 8/25/76

Checked by Ernest M. Carlson Date 10/21/76

Approved by _____ Date _____

September 10, 1975

Re: Permit No. 17-7038

R. James Pett
Holbrook Route
Malad, Idaho 83252

Dear Mr. Pett:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell during which part of the irrigation season this examination will be made, however, our examiner will try to contact you at the time he makes the exam so that you may show him the system.

If you have any questions concerning the field exam, please contact our District Office in Idaho Falls.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

RECEIVED

SEP 5 1975

Department of Water Resources
Eastern District Office

Identification No. _____

Permit No. 17-7038

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder R. James Pett
b) Post Office Address Holbrook Route, Malad, Idaho 83252
2. Permit Number 17-7038
3. Date of Priority that you are prepared to establish 11-18-1974
4. a) Source from which water was appropriated well
b) Location of the point of diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 32
Township 14 S, Range 33 E Boise Meridian, Other points of diversion: _____
5. a) The amount of water and use to which the water has been applied:
Amount 3.2 for Irrigation purposes from April 1 to Nov. 1 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated 3.2 cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Test Pump - Gem State Irrigation Inc.
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use:
none
b) Describe the agreement or understanding by which you take water from the works: none
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 150 H. P. with Turbine Pump, the well has 16"
casing from 250 feet to 373 feet 12" casing from 373 feet to 430 Feet.
b) Describe the type and size of measuring device which you have installed at your point of diversion: Badger 10"
c) Give well driller's name and address and the date the well was completed: Intermountain Drilling firm No. 106 1975
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: none

Exam typed 9-10-75 by jr

MICROFILMED

msb

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
14S	33E	32		40	40											40	40		160

Total number of acres irrigated 160

10. Remarks: _____

The above information is a true statement of the extent to which the above numbered permit has been developed.

 (Date) R. James Pitt
(Signature)

State of Idaho)
) ss.
 County of Oneida)

On this 12th day of AUG, 1975, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Stephen A. Mack
 Notary Public residing at 745 1/2 Preston
Idaho

My commission expires 9-18-75

January 6, 1975

Re: Permit No. 1707038

Mr. R. James Pett
Holbrook Route
Malad, Idaho 83252

Dear Mr. Pett:

Enclosed is a copy of your approved Application for Permit No. 17-7038 . We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

Enclosures

XXXXXXXXXXXXXXXXXXXXX RESOURCES

November 22, 1974

RE: Application for Permit No. 17-7038 Pett

Idaho Enterprise
P.O. Box 205
Malad City, ID 83252

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

Bill submitted 12-6-74 by MB

RDC:MB

Enc: Legal Notice (1)

MAILED

**NOTICE OF APPLICATION
FOR WATER PERMIT**

MB Notice is hereby given that R. James Pett, Holbrook Rt., Malad, Idaho, has on 11-18-74 submitted Application No. 417-7038 for a permit to appropriate 3.2 cubic feet per second of water from a ground-water source by means of well and pump within the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 32, T. 14S, R. 33E, B.M., Oneida County; to be used from Apr. 1 to Nov. 1 for the irrigation of 160 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 32, T. 14S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before December 16, 1974.

R. KEITH HIGGINSON
Director

Published in the Idaho Enterprise, Malad City Idaho on November 28 and December 5, 1974.

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that R. James Pett

Holbrook Rt., Malad, Idaho

has on 11-18-74 submitted Application No. 17-7038

for a permit to appropriate 3.2 cubic feet per second ~~surface water~~

of water from a ground-water source

by means of well and pump

within the N¹/₂NE¹/₄, Sec. 32, T. 14S, R. 33E, B.M., Oneida County;

to be used from Apr. 1 to Nov. 1

for the irrigation of 160 acres

within the W¹/₂NE¹/₄, W¹/₂SE¹/₄, Sec. 32, T. 14S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before December 16, 1974.

R. KEITH HIGGINSON

Director

Published in the Idaho Enterprise, Malad City, Idaho

on November 28 and December 5, 1974

MICROFILMED

OW-L
MB-L
MB-H

November 18, 1974

RE: Application for Permit No. 17-7038

Mr. R. James Pett
Holbrook Route
Malad City, ID 83252

Dear Mr. Pett:

Attached herewith is departmental receipt No. 13159 in the amount of \$55.00 for the above referenced application.

Very truly yours,

LOY H. JOHNSON
Water Resource Supervisor

LHJ:MB

Attachment

XXXXXXXXXXXXXXXXXXXXX RESOURCES

October 11, 1974

Mr. R. James Pett
Holbrook Route
Malad City, Idaho 83252

Dear Mr. Pett:

Please find enclosed your application for permit which was received in this office on October 11, 1974. We cannot accept this application because it was incomplete and no filing fee was submitted. An acceptable application must have the following items completed:

Item 3 completed showing the 40-acre subdivision within which the well will be located and the appropriate section, township, and range.

Item 4 must show the amount of water to be appropriated in cubic feet per second, and the period of the year during which this water will be used. Since Idaho statutes limit the amount to a maximum of one inch per acre without justification the maximum amount for 145 acres would be 2.9 c.f.s.

A brief description of the diverting works is necessary in Item 6a, and the proposed well diameter and well depth should be shown in Item 6c.

The number of acres to be irrigated within each 40-acre subdivision should be shown on the plat in Item 8b.

The map in Item 11 must be completed showing the section, township, range, and 40-acre tracts that you wish to irrigate, also the location of your proposed well.

We have included a new application form on which we have taken the liberty of retyping the items that we felt we had adequate information to complete. If we may be of any service in completing this application, please do not hesitate to contact us.

Upon receipt of the completed application and the appropriate filing fee, which you may determine from the enclosed instructions, we will be happy to process your application.

Very truly yours,

RECORDED

RONALD D. CARLSON
Acting District Engineer
RDC:cb
Enclosures