

USDA-FHA
Form FHA 427-1 ID
(Rev. 8-30-73)

Position 5

135556

REAL ESTATE MORTGAGE FOR IDAHO
(FARM OWNERSHIP)

KNOW ALL MEN BY THESE PRESENTS, Dated August 5, 1974

WHEREAS, the undersigned DAVID TERRY WESTERBERG and

WENDY K. WESTERBERG, his wife,

residing in Franklin County, State of Idaho, whose post office

address is Route 2, Preston, Idaho 83263,
herein called "Borrower," are (is) justly 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
certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the
word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may
require), said note being executed by Borrower, being payable to the order of the Government in installments as specified
therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower,
and being further 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 5, 1974	\$4,000.00	5%	August 5, 2014

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 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

Shaw Co.

Aug 5 1974 3:05 p.m.

MICHAEL D. KUNT, RECORDER

By L. A. Hall Deputy
FRANKLIN COUNTY, IDAHO
4.00 fee

RECORDED
INDEXED

6
66

FHA 427-1 ID (Rev. 8-30-73)

Township 14 South, Range 40 East of the Boise Meridian
Section 35: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

Together with all water and water rights, ditches and ditch rights, used thereon or appurtenant thereto, including, but not limited to 6-13/25 shares of the capital stock of the Preston-Riverdale-Mink Creek Canal Company; also decreed rights to the waters of Station Creek having a priority of May 1884, as follows: 0.62 c.f.s. from April 20 to July 20; 0.40 c.f.s. from July 25 to September 20; 0.31 c.f.s. from September 1 to September 30.

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals and power and transmission lines.

Subject to the \$6,200.00 Mortgage dated March 26, 1963, executed by Russell D. Westerberg, also known as Russell Westerberg, and Elaine D. Westerberg, also known as Elaine Westerberg, husband and wife, to The United States of America, acting through the Farmers Home Administration; recorded March 26, 1963, in Book 64 of Mortgages, page 215, under Instrument No. 111891, records of Franklin County, State of Idaho.

Subject to the \$3,200.00 Mortgage dated October 29, 1970, executed by Elaine D. Westerberg to Utah Mortgage Loan Corporation; recorded November 30, 1970, under Microfilm Instrument No. 127047, records of Franklin County, State of Idaho.

Subject to the \$352.00 Mortgage dated October 29, 1970, executed by Elaine D. Westerberg, a widow, to Utah Mortgage Loan Corporation; recorded February 10, 1971, under Microfilm Instrument No. 127404, records of Franklin County, State of Idaho.

Subordination by the Government dated January 25, 1971, to subordinate Real Estate Mortgage dated March 26, 1963, recorded in Book 64 of Mortgages, page 215, under Instrument No. 111891; Subordination recorded February 10, 1971, under Microfilm Instrument No. 127403, records of Franklin County, State of Idaho.

DTW
JMK

(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 him 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 his 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, delivered to, and retained by the Government.

WARRANTY DEED

For Value Received ELAINE D. WESTERBERG

the grantor, does hereby grant, bargain, sell and convey unto
DAVID T. WESTERBERG, a single man
Route 2, Preston, Idaho

the grantee, the following described premises, in Franklin County Idaho, to wit:

Township 14 South, Range 40 East of the Boise Meridian
Section 35: The Northeast Quarter and the North Half of the
Southeast Quarter.

Claims to waters of Station Creek, a tributary of Bear River and situated in
Mink Creek Precinct, Franklin County, as decreed originally to Lars E. Olson,
above the Berquist Farm, during the months of April 20 to September 30; as
recorded under Instrument No. 3699, in Book C of Miscellaneous, page 571,
January 18, 1906, records of Oneida County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee that she is the owner in fee simple of said premises; that they are free
from all incumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: March 18, 1974

March 18, 1974

Elaine D. Westerberg

STATE OF IDAHO, COUNTY OF FRANKLIN
On this 18th day of March, 1974,
before me, a notary public in and for said State, personally
appeared

ELAINE D. WESTERBERG

Known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that she executed the same.

James D. West
Notary Public
Residing at Preston, Idaho
Comm. Expires January 6, 1977

STATE OF IDAHO, COUNTY OF Franklin
I hereby certify that this instrument was filed for record at
the request of Star Company
at 0 minutes past 3 o'clock P. M.,
this 6th day of August,
1974, in my office, and duly recorded in Book
of Deeds at page

Michael D. Kung
Ex-Officio Recorder

By Marilyn Swainston Deputy

Fees \$ 1.00
Mail to:

RECORDED
INDEXED

INSTRUMENT NO 135555

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Boise, Idaho 83702, and in the case of Borrower to him at his post office address stated above.

(23) 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.

(24) 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.

(25) 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) the day and year first above-written.

David Terry Westerberg
David Terry Westerberg
Wendy K. Westerberg
Wendy K. Westerberg

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF FRANKLIN

} ss:

On this 5th day of August, in the year of 1974, before me, the undersigned,

a Notary Public in and for said State, personally appeared DAVID TERRY WESTERBERG and

WENDY K. WESTERBERG, his 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.



James A. [Signature]
Notary Public, residing at Preston, Idaho

My commission expires: January 6, 1977

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant David Terry Westerberg Phone 852-1663Post office address Route #2, Preston, ID 83263**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:

- a. Decree to Alfred Westerberg #482 p. 107 (Name)
in case of Utah Power & Light (plaintiff) vs Last Chance Canal Co. (defendants)
dated 7/14/1920 in United States District Court of Idaho county of Eastern Division
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water Resources
- c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____

3. Source of water Station Creek & springs tributary to Bear River4. Date of priority May 1, 1884

5. Water is used for the following purposes:

amount .62 cfs for irrigation purposes from 4/20 to 7/25
amount .41 cfs for irrigation purposes from 7/25 to 9/1
amount .31 cfs for irrigation purposes from 9/1 to 9/30
(month/day - both dates inclusive)

6. Total amount of water under right: a. .62 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is * $\frac{1}{4}$ of * $\frac{1}{4}$ of Section 36
Township 14S Range 40E, B.M., in Franklin County
Additional points of diversion, if any _____

8. Lands 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	40E	36																	31

Quarter-quarter legal description
not given in decree.

Total number of acres to be irrigated 31

9. Describe any other water rights used for the same purposes as described above none

1.	Amount of water:	a.	<u> </u> cubic feet per second &/or	b.	<u> </u> acre feet per annum
2.	Point of diversion	%	<u> </u>	%	<u> </u>
	Range	_____, B.M., _____			
	Additional points	_____ County _____ Township _____			

- [illegible]

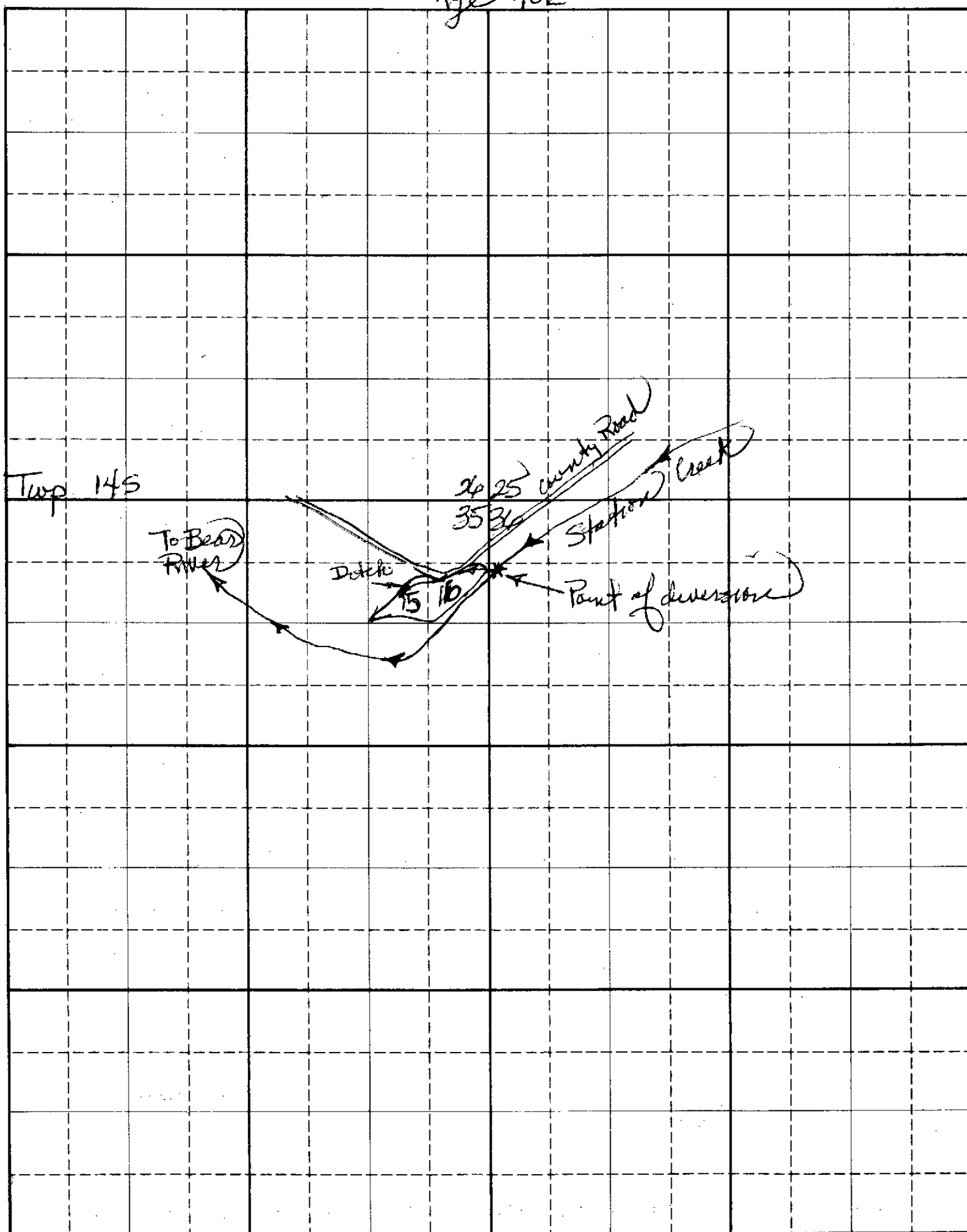
1. Change in point of diversion				
a. Amount of water to be diverted	b. Point(s) of diversion	Range	Additional points	
.62	SW 1/4 NW 1/4	40E, B.M., Franklin		
c.f.s. &/or	% Section	County		
acre feet	36 Township 14S			

- | TWP. | RANGE | SEC. | NE¼ | | | | NW¼ | | | | SW¼ | | | | SE¼ | | | | TOTALS |
|------|-------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| | | | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | |
| 14S | 40E | 35 | | | 15 | 16 | | | | | | | | | | | | | 31 |

31	Total number of acres to be irrigated
----	---------------------------------------

3. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.

Rge 40E



SCALE: 2 inches equal 1 mile. Draw plan in ink.

4. Remarks This Application for Transfer is being submitted in order to correct an

error in the decree. This decreed right has always been used on the lands it is

now legally being transferred to.

I hereby assert that no one will be injured by such change and the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

(Signature of applicant)

Subscribed and sworn to before me this 2 day of February, 1980.

(Notary public)

My commission expires Lifetime

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 11-0856

and said application is hereby approved, subject to the following limitations and conditions:

(1) A measuring device of a type approved by this Department shall be permanently

installed and maintained as part of the diverting works. (2) Use of water under this

right is subject to control by the watermaster of State Water District # 11, Bear River.

Witness my hand this 15th day of

April

, 19 80.

NORMAN C. YOUNG

Administrator, Resources Admin. Div.

FOR DEPARTMENT USE ONLY

Received by

Date

3/5/80

Prelim. check by

ARR

Fee

35.00

Received by

CU

Date

3/5/80 #15572

Published in

Preston Citizen

Pub. dates

2/14 & 2/21/80

Watermaster recommendation requested on

2/12/80

rec'd.

3/31/80

Recommended for

approval

denial

Hearing held by

Date

Copies of protest forwarded by

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Franklin } ss.

J. Walter Ross

being duly sworn,

deposes and says:

That he is the Co-Publisher of THE PRESTON CITIZEN, a weekly newspaper published at Preston, in the County of Franklin and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Preston; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for 2 consecutive weeks in the regular and entire issue of said paper during the period of time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

Feb 14, 1980, and ending

with the issue of Feb 21, 1980.

Fee \$ 12.96

Subscribed and sworn to before me this 29th day of Feb, 1982.

James D. Allen

Notary Public, Residing at Preston, Idaho

My Commission Expires June 7, 1982

NOTICE OF PROPOSED CHANGE OF WATER RIGHT NO. 11-0856

Notice is hereby given that David Terry Westerberg, Preston, Idaho, has applied to the Department of Water Resources for a change in the point of diversion and place of use of the waters of Station Creek and springs. The right sought to be changed is evidenced by decree to Alfred Westerberg in Case of Utah Power and Light vs. Last Chance Canal Company, dated July 14, 1920 in U.S. District Court of Idaho, Eastern Division and is recorded as follows:

AMOUNT: 62 cfs PRIORITY: May 1, 1884

DECREED POINT OF DIVERSION: Within Sec. 36, Twp. 14S, Rge. 40E, B.M., Franklin County

The water is used to irrigate 31 acres within Sec. 36, Twp. 14S, Rge. 40E, B.M.

TO BE CHANGED AS FOLLOWS:

The water will be diverted within the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 36, Twp. 14S, Rge. 40E, B.M. and will be used to irrigate 31 acres within the S $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 35, Twp. 14S, Rge. 40E, B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before March 31, 1980.

C. STEPHEN ALLRED
Director

Legal No. 1058 - 36L - Pub. Feb. 14 and 21, 1980.

RECEIVED

MAR 5 1980

Department of Water Resources
Eastern District Office

135556

REAL ESTATE MORTGAGE FOR IDAHO
(FARM OWNERSHIP)

KNOW ALL MEN BY THESE PRESENTS, Dated August 5, 1974

WHEREAS, the undersigned DAVID TERRY WESTERBERG and

HENRY K. WESTERBERG, his wife,

residing in Franklin County, State of Idaho, whose post office

address is Franklin, Idaho 83263

do hereby certify that we are the owners of the United States of America, acting through the Farmers Home Administration, which is a part of the Department of Agriculture, herein called the "Government," as evidenced by one or more notes called "notes" (if more than one note is described below, the notes shall be described as follows: (1) the notes shall be described as to such notes singly or all notes collectively, as the context may require, and (2) the notes shall be described as to the order of the Government in installments as specified in the notes, and (3) the notes shall be described as to the date of the Government upon any default by Borrower,

Annual Rate of Interest 5% Due Date of Final Installment August 5, 2014

and we hereby certify that we are the owners of the United States of America, acting through the Farmers Home Administration, which is a part of the Department of Agriculture, herein called the "Government," as evidenced by one or more notes called "notes" (if more than one note is described below, the notes shall be described as follows: (1) the notes shall be described as to such notes singly or all notes collectively, as the context may require, and (2) the notes shall be described as to the order of the Government in installments as specified in the notes, and (3) the notes shall be described as to the date of the Government upon any default by Borrower,

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Franklin

Recorded at the request of

Star Co.

AUG 5 1974 J. C. M.

MICHAEL J. KING, RECORDER

By *[Signature]* FRANKLIN COUNTY, IDAHO
9.00 fee

RECORDED G
INDEXED CG

FHA 427-1 ID (Rev. 8-30-73)

Township 14 South, Range 40 East of the Boise Meridian
Section 35: NE $\frac{1}{4}$, NW $\frac{1}{4}$.

Together with all water and water rights, appurtenant thereto, including, but not limited to, the capital stock of the Preston-Riverdale-Mink Creek Canal Company, also having rights in the waters of Station Creek having a priority of May 1881, as follows: from April 20 to July 20; 0.40 c.f.s. from July 21 to September 30; 0.30 c.f.s. from September 31 to September 30.

Subject to exceptions and reservations.

Subject to existing easements for power and transmission lines.

Subject to the \$4,200.00 Mortgage of Russell Westberg, husband and wife, to the Home Administration, Federal Reserve Bank of Minneapolis, Instrument No. 12221.

Subject to the \$1,000.00 Mortgage of Westberg to Scandinavian Loan and Savings Association, Instrument No. 12704.

Subject to the \$332.00 Mortgage of a widow, to Utah Mortgage Loan Company, Instrument No. 12704.

Subject to the \$1,000.00 Mortgage of Westberg to Scandinavian Loan and Savings Association, Instrument No. 12704.

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WARRANTY DEED

For Value Received ELAINE D. WESTERBERG

the grantor, does hereby grant, bargain, sell and convey unto
DAVID T. WESTERBERG, a single man
Route 2, Preston, Idaho

the grantee, the following described premises, in Franklin County Idaho, to wit:

Township 14 South, Range 40 East of the Boise Meridian
Section 35: The Northeast Quarter and the North Half of the
Southeast Quarter.

Claims to waters of Station Creek, a tributary of Bear River and situated in
Mink Creek Precinct, Franklin County, as decreed originally to Lars E. Olson,
above the Barquist Farm, during the months of April 20 to September 30; as
recorded under Instrument No. 1402, in Book C of Miscellaneous, page 571,
January 19, 1908, recorded at Coeur d'Alene, Idaho.

the grantor does hereby warrant, with this deed, unto the said grantee,
that the said premises are free from all lawful claims whatsoever; and the said grantee
does hereby covenant to and with the grantor in the event of said premises; that they are free
from all lawful claims whatsoever.

Witness my hand and seal of office on this day of March, 1974.

March 18, 1974

Elaine D. Westerberg

STATE OF IDAHO, COUNTY OF FRANKLIN
day of March, 1974.

I, the undersigned, a Notary Public in and for said State, personally

ELAINE D. WESTERBERG

whose name is
known to me, and acknowledged to
me as the grantor.

Notary Public
Preston, Idaho
Comm. Expires January 6, 1977

STATE OF IDAHO, COUNTY OF Franklin

I hereby certify that this instrument was filed for record at
the request of Star Company

at 0 minutes past 3 o'clock p.m.
this 6th day of August
1974, in my office, and duly recorded in Book
of Deeds at page

Michael L. Kump
Ex-Officio Recorder

By Marilyn Swainston Deputy

Fees \$ 1.00
Mail to:

RECORDED
INDEXED

INSTRUMENT NO 135555

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Boise, Idaho 83702, and in the case of Borrower to him at his post office address stated above.

(23) 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.

(24) 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.

(25) 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) the day and year first above-written.

David Terry Westerberg
David Terry Westerberg
Wendy K. Westerberg
Wendy K. Westerberg

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF

FRANKLIN

} ss:

On this 5th day of August, 1974, before me, the undersigned,

a Notary Public in and for said State, personally appeared DAVID TERRY WESTERBERG and

WENDY K. WESTERBERG, his 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.



James A. Tapp
Notary Public, residing at Preston, Idaho

My commission expires: January 6, 1977

Transfer of Water Right.

This Certifies That I, Lars E. Olson have this day bargained, sold and do hereby Transfer to Alfred E. Westerberg all the Water arising in Station Creek, a tributary of Bear River, and situated in the Mink Creek Precinct in Oneida County, State of Idaho, above the Berquist Farm, which said farm is partly on said tributary, for the sum of Fifty dollars, to me in hand paid by the said Alfred E. Westerberg, the receipt of which is hereby acknowledged.

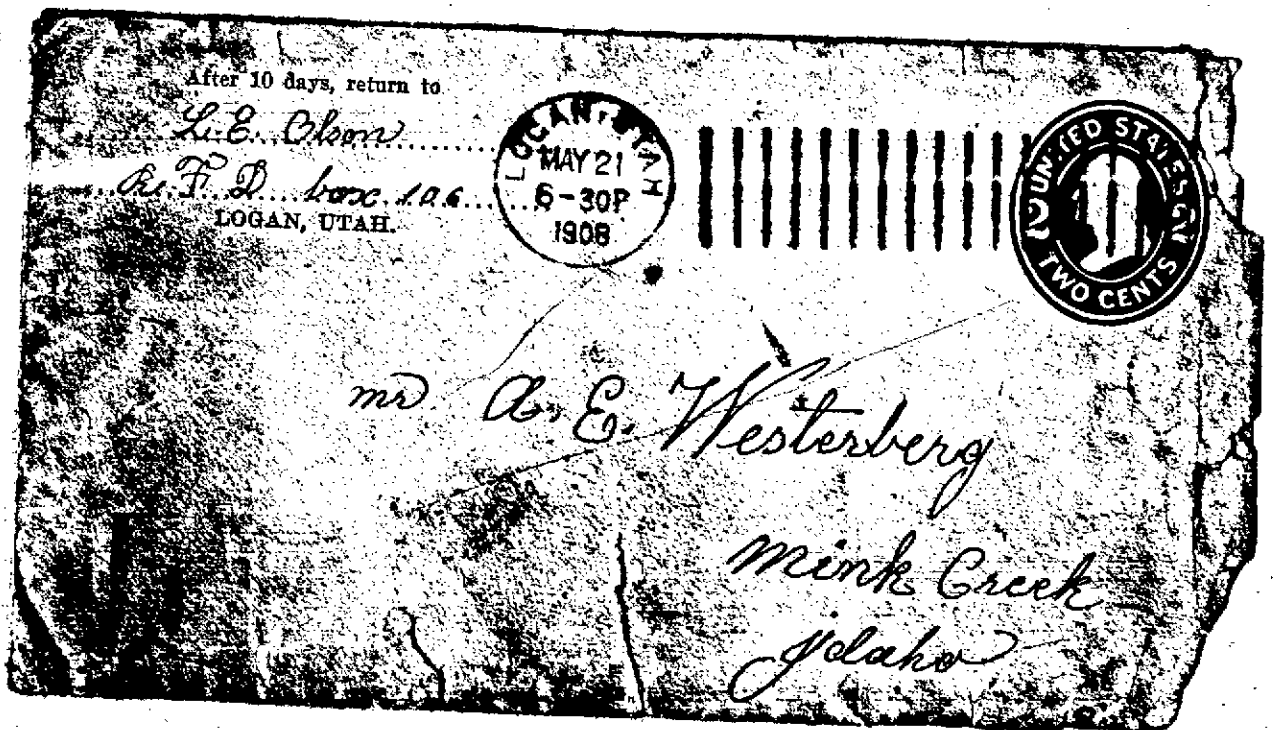
In witness whereof I have hereunto set my hand this 12th. day of May

A.D. 1908.

Signed in the presence of

Lars E. Olson

J. J. Stewart



REAL ESTATE MORTGAGE FOR IDAHO
(INSURED INDIVIDUAL FO, LH OR SW LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated March 26, 1963

WHEREAS, the undersigned Russell D. Westerberg, a/k/a Russell Westerberg
and Elaine D. Westerberg, also known as Elaine Westerberg, his wife,
residing in Franklin County, State of Idaho, whose post office

address is Route #2, Preston, Idaho,
herein called "Borrower," are (is) justly 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 a

certain promissory note, herein called "the note," dated March 26, 1963, for the principal sum of

Six Thousand Two Hundred and no/100 ----- Dollars (\$6,200.00), with interest at

the rate of five percent (5%) per annum, executed by Borrower and payable to the order

of the Government in installments as specified therein, the final installment being due on March 26, 2003,
which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by
Borrower; and

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the
purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pur-
suant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and
each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to
the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to prin-
cipal and interest; and

WHEREAS, at all times when payment of the note is insured by the Government, the Government by agree-
ment with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the in-
terest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and
remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and
will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to
the Government; and

WHEREAS, 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 lender, 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 endorsement by reason
of any default by Borrower;

NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by the Govern-
ment, 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,
(b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein
to indemnify and save harmless the Government against loss under its insurance endorsement 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 agree-
ment 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)

Franklin

Section 35: Township 14 South, Range 40 East, Boise Meridian
NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Together with all water and water rights, ditches and ditch rights, used thereon or appurtenant thereto, including, but not limited to 6-13/25 shares of the capital stock of the Preston-Riverdale Mink Creek Canal Company; also decreed rights to the waters of Station Creek, having a priority of May 1884, as follows: 0.62 c.f.s. from April 20 to July 20; 0.40 c.f.s. from July 25 to September 20; 0.31 c.f.s. from September 1 to September 30.

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals and power and transmission lines.

Subject to the \$6,500.00 and \$940.00 mortgages executed by the borrower in favor of the Utah Mortgage Loan Corporation and recorded respectively on December 22, 1960, in Book 62 of Mortgages at page 529 and on January 9, 1961, in Book 62 of Mortgages at page 541, records of 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, all water, water rights, and water stock pertaining thereto, used thereon or reasonably necessary to the use thereof, whether now owned or hereafter acquired by Borrower, 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 himself, his 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 lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by the Government to the holder of the note as provided in the note and insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

(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 him 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 note rate until paid to the Government.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the note and shall be secured here-by. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order.

(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, delivered to, and retained by the Government.

J. N. Larsen at 11:45 A.M. on February 4, 1950.

C. L. Larson; Ex-Officio Recorder

Fee \$4.75

---Compared---

By *Bernice B. Brinkley* Deputy

Inst. No. 84481

REAL ESTATE MORTGAGE

Revised 11-1-50
Off 1-5-50

THIS INDENTURE, made on the 2nd day of February, 1950, by and between Russell Westerberg also known as Russell D. Westerberg and Elaine Westerberg, husband and wife, of Franklin County, State of Idaho, hereinafter called the mortgagors and UTAH MORTGAGE LOAN CORPORATION, a corporation of Logan City, Cache County, Utah, hereinafter called the mortgagee, WITNESSETH:

Said Mortgagors, for and in consideration of the sum of Twenty-five Hundred and no/100 Dollars, (\$2500.00) lawful money of the United States and to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said mortgagee, its successors or assigns, that certain real property situate in the County of Franklin and State of Idaho, described as follows:

The northeast quarter and the North half of the Southwest quarter of Section 35, Township 14 South, Range 40 East of the Boise Meridian.

Conveying with the above described land any and all water rights and irrigating ditches belonging or in anywise appertaining thereto and especially including that decreed right in Station Creek with a priority of May 1, 1884.

TOGETHER with any and all water, water rights, irrigating ditches, aqueducts, canals and appropriations, franchises and privileges owned by said mortgagors or either of them, or belonging to, or with, leading to, connected with, or usually had and enjoyed in connection

Inst. No. 77122

WARRANTY DEED

THIS INDENTURE, made this 9th day of June in the year of our Lord one thousand nine hundred and forty-two between Alfred E. Westerberg and his wife, Esther O. Westerberg of Glenco, County of Franklin, State of Idaho the parties of the first part, and Russell D. Westerberg and his wife Elaine D. Westerberg, Joint tenants by entirety with full rights vested in the survivor and not as tenants in common, of Glenco 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 Six Thousand and no/100 dollars 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 to their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

The Northeast Quarter and the North-half of the Southeast Quarter of Section 35, Township 14 South, Range 40 East Boise Meridian.

(\$6.60 U. S. I. R. Stamps affixed and duly cancelled.)

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 parties of the first part.

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Alfred E. Westerberg (Seal)

Esther O. Westerberg (Seal)

STATE OF IDAHO

County of Franklin--ss

On this 9th day of June in the year 1942, before me J.N. Larsen a Notary Public in and for said State, personally appeared Alfred Westerberg and his wife Esther O. Westerberg known to me to be the persons whose names have 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)

J.N. Larsen
Notary Public, Residing
at Preston, Idaho

STATE OF IDAHO

COUNTY OF FRANKLIN--ss

I hereby certify that this instrument was filed for record at request of Russell D. Westerberg, at 11:50 O'clock A. M., this 10 day of December 1946.

Fees \$1.20

C. L. Swenson, Ex-Officio, Recorder.

Inst. No. 65379

Compared
00000000
REAL ESTATE MORTGAGE

Assigned 2-26-4
Released 16-78

THIS INDENTURE made on the 6th day of May, 1942, by and between Alfred E. Westerberg and wife Esther O. Westerberg of Franklin County, State of Idaho, hereinafter called the mortgagors and UTAH MORTGAGE LOAN CORPORATION, a corporation of Logan City, Cache County, Utah, hereinafter called the mortgagee, WITNESSETH:

Said mortgagors, for and in consideration of the sum of Twelve hundred and no/100 DOLLARS, (\$1200.00) lawful money of the United States, and to them in hand paid, the receipt

whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said mortgagee, its successors or assigns, that certain real property situate in the County of Franklin and State of Idaho, described as follows:

The Northeast quarter and the North half of the Southeast quarter of Section 35, Township 14 South, Range 40 East of the Boise Meridian.

Conveying with the above described land any and all water rights and irrigating ditches belonging or in anywise appertaining thereto and especially including that decreed right in Station Creek with a priority of May 1, 1884.

TOGETHER, with any and all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises and privileges owned by said mortgagors or either of them, or belonging to, or with, leading to, connected with, or usually had and enjoyed in connection with said property or any part thereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, TO HAVE AND TO HOLD unto the said mortgagee, its successors or assigns, forever.

The condition of this conveyance is such that:

WHEREAS, the said mortgagee has loaned to the said mortgagors the full sum of Twelve hundred and no/100 DOLLARS, (\$1200.00) in lawful money of the United States of America, which, together with interest thereon, and all further sums secured by this mortgage, are to be repaid in like lawful money according to the covenants hereinafter contained and the tenor and effect of a certain promissory note given therefor, of which the following is a substantial copy. to-wit:

April 16, 1980

David Terry Westerberg
Route # 2
Preston, Idaho 83263

Dear Mr. Westerberg,

RE: Transfer of Water Right No. 11-0856

Enclosed is a copy of your approved Application for Transfer of the above referenced water right (Transfer No. 2394). Be sure to note the conditions of approval as listed on the fourth page.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:mr

Enclosure

MICROFILMED

DATE OF PRIORITY.	AMOUNT IN SECOND FEET	POINT OF DIVERSION AND PLACE OF USE
481. <i>Elmer Larsen and Janeus Keller:</i> 1882—May 1	0.3 c.f.s.	For the irrigation of 5 and 10 acres respectively in Section 8, Township 14 South, Range 41 East.

STATION CREEK AND SPRINGS.

11 0856 482. <i>Alfred Westerberg:</i> 1884—May 1: Apr. 20 to July 25 July 25 to Sept. 1 Sept. 1 to Sept. 30	0.62 c.f.s. 0.41 c.f.s. 0.31 c.f.s.	To be diverted from said creek and springs through a ditch diverting therefrom in Section 36, Township 14 South, Range 40 East, for the irrigation of 31 acres in said Section 36.
11 0857 483. <i>D. P. Evans:</i> 1882—May 1	0.4 c.f.s.	To be diverted from said creek and springs in Section 36, Township 14 South, Range 40 East, for the irrigation of 20 acres in the Southeast quarter of said Section 21.
484. <i>Gustave Olsen:</i> 1898—May 1	0.06 c.f.s.	To be diverted from said springs in Section 35, Township 14 South, Range 40 East, for the irrigation of 33 acres in the Northeast quarter of said Section 36.

BEAR CREEK SPRINGS.

485. <i>Nevada A. Larson and Martin Christensen:</i> 1888—May 1: Apr. 20 to July 25 July 25 to Sept. 1 Sept. 1 to Sept. 30	0.5 c.f.s. 0.33 c.f.s. 0.25 c.f.s.	To be diverted from said springs in Section 24, Township 14 South, Range 40 East, B.M. For the irrigation of 25 acres (two-thirds thereof to said Nevada A. Larson and one-third thereof to said Martin Christensen), in the Northwest quarter of the Northeast quarter, the South half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 23, said Township and Range.
486. <i>Steffen C. Christensen and Andrew Jepson:</i> 1887—May 1	0.28 c.f.s.	To be diverted from said Bear Creek Springs in Section 24, Township 14 South, Range 40 East, for the irrigation of 14 acres (7 acres to each defendant) in the said Section 24.

SPRING IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 14 SOUTH, RANGE 40 EAST.

487. <i>Charles Berquist and Edward Berquist:</i> 1890—May 1	0.04 c.f.s.	To be diverted at the said spring for the irrigation of 2 acres in Section 26, Township 14 South, Range 40 East.
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

#11-0856.

INITIAL REVIEW BY: Ernst

1. Right number _____ Applicant Westerberg
2. Type of right: ☒ Decree ☐ License ☐ Claim
3. Purpose of transfer: ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Other CLEARIFY P.D. & P.U. of right.
4. Check:
 - a. ☒ Source ☒ Priority ☒ Amount ☒ Purpose ☒ Period of use
 - b. ☒ Description of original point of diversion. by section only.
 - c. ☒ Description of original place of use. by section only.
5. Amount of land &/or water transferred:
 - a. ☒ All of right.
 - b. ☐ Part of right (NOTE! Part B should be filled in only if part of the right is owned by the applicant).
 - c. ☒ Check description of point(s) of diversion.
 - d. ☒ Check description of place of use.
 - e. ☒ Check map (shows p.d. and p.u. after transfer).
 - f. ☒ Check for correct signature, notarization, and fee.
 - g. ☒ Check proof of ownership of right &/or land from which water is transferred.
 - h. ☒ Check for expansion in use of right. Comments provided through Warranty Deed None. -
 - i. ☐ Check for existing water rights from same source, on land water is being transferred to.
Right number(s) None plotted
 - j. ☒ Is use within a Watermaster District? ☒ Yes ☐ No
If yes, what district? #11 Bear River

FINAL PROCESSING REVIEW BY: Ernst

1. Watermaster recommendation requested on 2/12/80 Received on _____
2. Is transfer published correctly? ☒ Yes ☐ No
3. Protest received? ☐ Yes ☒ No

RECOMMENDED ACTION

1. ☒ Approve
2. ☐ Deny
3. Conditions* Codes 01, 05 (11 BEAR RIVER)

4. By Ernst Carlson Date 4/4/1980

Jim 4/8/80 SEE ABOVE FOR CONDITIONS
* All uses within Watermaster Districts require special conditions.

MICROFILMED

RECEIVED

MAR 31 1980

Department of Water Resources
Eastern District Office

Identification No. 11-0856

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

RECOMMENDATION OF WATERMASTER

I, RUSSELL D. STOKER, watermaster of District # 11 - Bear River
of Water District No. 11, County of Caribou, State of Idaho,
whose address is 279 E 3 N, Soda Springs, Idaho 83276,
have read the attached copy of the application for transfer of water right for
_____, and to the best of my knowledge believe the
(name)
application to be true.

A. I hereby endorse Application for Transfer and recommend that the State
Reclamation Engineer approve the Transfer subject to the following conditions:

None

OR

B. I do not endorse approval of this Application for Transfer as requested
for the following reasons: _____

Dated at Soda Springs, Idaho, this 28th day of March, 19 80.

Russell D. Stoker
(Signature)

MICROFILMED

March 24, 1980

Russell D. Stoker
Watermaster, Water District No. 11
379 E. 3rd North
Soda Springs, ID 83276

Dear Mr. Stoker:

Enclosed is a watermaster recommendation form for your use in commenting on Application for Transfer for Water Right No. 11-0856. We are sorry if we have caused you any inconvenience.

Sincerely,

KAY WALKER
Secretary

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

March 19, 1980

RE: Transfer of Water Right No. 11-0856

RECEIVED

MAR 24 1980

Department of Water Resources
Eastern District Office

Russell D. Stoker
Watermaster, Water District No. 11
379 E. 3rd North
Soda Springs, ID 83276

Dear Mr. Stoker:

On February 12, 1980, the Department forwarded to you a copy of Application for Transfer No. 11-0856 in the name of David Terry Westerberg along with a watermaster recommendation form. Although the initial processing of this application has been completed, pursuant to Section 42-222, Idaho Code, it can not be forwarded to the State Office for final action without the watermaster recommendations.

To overt additional delays, please complete your recommendations concerning this application and send them to this office as soon as possible.

We will be glad to send you another copy of this application for your review, upon request.

Respectively submitted,

Ernest Carlson

ERNEST CARLSEN
Sr. Resource Analyst

EC:kw

Dear Mr. Carlson:
With reference to the above water right. We have
not received a copy of the watermaster's recommendation
form. This is the second time this has happened.
We will be very happy to cooperate with you on
this matter when we receive the proper form.
R.D. Stoker
Watermaster, District # 11 Bear River
by [signature]

March 19, 1980

RE: Transfer of Water Right No. 11-0856

Russell D. Stoker
Watermaster, Water District No. 11
379 E. 3rd North
Soda Springs, ID 83276

Dear Mr. Stoker:

On February 12, 1980, the Department forwarded to you a copy of Application for Transfer No. 11-0856 in the name of David Terry Westerberg along with a watermaster recommendation form. Although the initial processing of this application has been completed, pursuant to Section 42-222, Idaho Code, it can not be forwarded to the State Office for final action without the watermaster recommendations.

To avert additional delays, please complete your recommendations concerning this application and send them to this office as soon as possible.

We will be glad to send you another copy of this application for your review, upon request.

Respectively submitted,

ERNEST CARLSEN
Sr. Resource Analyst

EC:kw
E

MICROFILMED

February 12, 1980

RE: Application for Transfer of Water Right No. 11-0856

Russell D. Stoker
Watermaster, Water District No. 11
379 E. 3rd North
Soda Springs, ID 83276

Dear Mr. Stoker:

Please find enclosed a copy of the above referenced application and a watermaster recommendation form. Please review the application and complete the form, returning it to this office on or before March 3, 1980.

Thank you for your cooperation in this matter.

Very truly yours,

ERNEST CARLSEN
Sr. Resource Analyst

EC:kw
Enclosure

11-0856-11

February 11, 1980

David Terry Westerberg
Route #2
Preston, ID 83263

Dear Mr. Westerberg:

Attached herewith is Departmental Receipt No. 15572 in the amount of \$35.00
for Application for Transfer of Water Right No. 11-0856.

Sincerely,

KAY WALKER
Secretary

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

FEBRUARY 7, 1980

The Preston Citizen
P. O. Box 472
Preston, Idaho 83263

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. 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. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before MARCH 3, 1980.

Yours truly,

RONALD D. CARLSON
Supervisor
Eastern Region

Encl.

MICROFILMED

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. 11-0856

Notice is hereby given that David Terry Westerberg, Preston, Idaho, has applied to the Department of Water Resources for a change in the point of diversion and place of use of the waters of Station Creek and springs. The right sought to be changed is evidenced by decree to Alfred Westerberg in Case of Utah Power and Light vs. Last Chance Canal Company, dated July 14, 1920 in U. S. District Court of Idaho, Eastern Division and is recorded as follows:

AMOUNT: .62 cfs

PRIORITY: May 1, 1884

DECREED POINT OF DIVERSION: Within Sec. 36, Twp. 14S, Rge. 40E, B.M., Franklin County

The water is used to irrigate 31 acres within Sec. 36, Twp. 14S, Rge. 40E, B.M.

TO BE CHANGED AS FOLLOWS:

The water will be diverted within the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 36, Twp. 14S, Rge. 40E, B.M. and will be used to irrigate 31 acres within the S $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 35, Twp. 14S, Rge. 40E, B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before March 3, 1980.

C. STEPHEN ALLRED

Director

Published in the Preston Citizen on 2/14 and 2/21/80.

MICROFILMED

RECEIVED

FEB 5 1980

Department of Water Resources
Eastern District Office

February 2, 1980

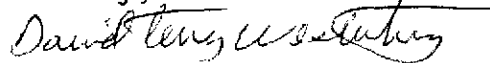
Dear Mr. Kozłowski:

In response to your letter, I am enclosing the following:

1. A warranty deed with water right, which conveys property and water from Elaine D. Westerberg to me. Please note that the water originally decreed to Lars E. Olson was later purchased by Alfred E. Westerberg. (See enclosed receipt)
2. A copy of real a real estate mortgage from Farmers Home Administration, which gives a description of land and water. This mortgage was assumed by me from Elaine D. Westerberg in 1974.
3. A copy of the warranty deed conveying land to Russell and Elaine Westerberg from Alfred E. Westerberg. Water right is not specifically mentioned in this deed, so I am enclosing several mortgage copies. These mortgages, taken out by Alfred, Russel and Elaine, do list my water right. I was told by the land title company, which holds the papers on both of these transactions, that the water goes with the land unless it is listed otherwise. Also note that Russell Westerberg was deceased at the time I purchased the property from Elaine D. Westerberg.

I hope that the deeds and mortgages enclosed, will prove that I own the property and water right. Please inform me if I need to supply further information. Enclosed is a check for \$35.00.

Sincerely,



Terry Westerberg

TW/wkw

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

January 23, 1980

David Terry Westerberg
Route #2
Preston, ID 83263

Dear Sir:

I recently received your application for transfer. Before we can begin processing it you will need to submit the following:

1. A copy of the water deed or warranty deed conveying the decreed water right from Alfred Westerberg to Elaine D. Westerberg.
2. A copy of the water deed or warranty deed conveying the decreed water right from Elaine D. Westerberg to yourself. Please note that the deed you have sent us conveys water originally decreed to Lars Olson, and not the water you are attempting to transfer which was originally decreed to Alfred Westerberg.

I have had your application for transfer typed and I am returning it to you together with your Check No. 92-273/380 for \$30.00. Please be advised that the statutory filing fee for your transfer is \$35.00.

Place your notarized signature on the back page of the new application and return it to this office together with the statutory filing fee of \$35.00 and copies of the documents I have requested. I will then begin processing your application immediately. If you have any questions please phone me.

Sincerely,

ANTHONY R. KOZLOWSKI
Sr. Resource Agent

ARK:kw
Enclosures

17-DEC 1980

