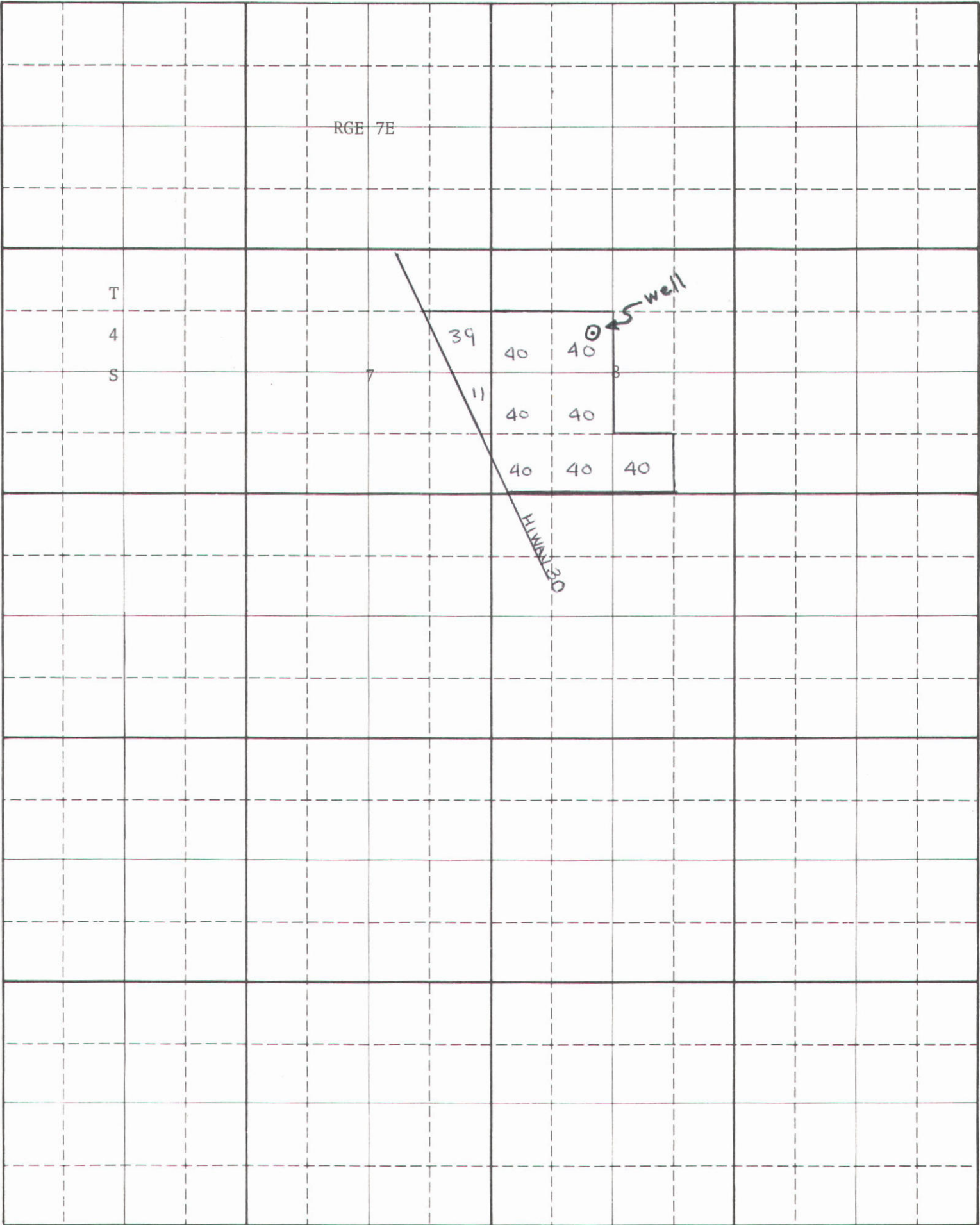


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

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

James D. Hawkey
(Applicant)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUN 26 1991

Department of Water Resources
Western Regional Office

A. GENERAL INFORMATION

Permit No. 61-7316

1. Owner: Vernial D Hawkes Phone No. 587-5088

Current Address: Rt 1 Box 766 Mtn Home, Id

2. Accompanied by: Vernial D Hawkes EXAM. DATE: 6/21/91

Address: Rt 1 Box 766 Mtn Home Id Phone No. 587 5088

Relationship to Permit Holder: Owner

3. Source: Groundwater tributary to N/A

B. OVERLAP REVIEW

1. Other water rights with same place of use: Mtn Home Irrig. Dist. Water

☐ Copies Attached

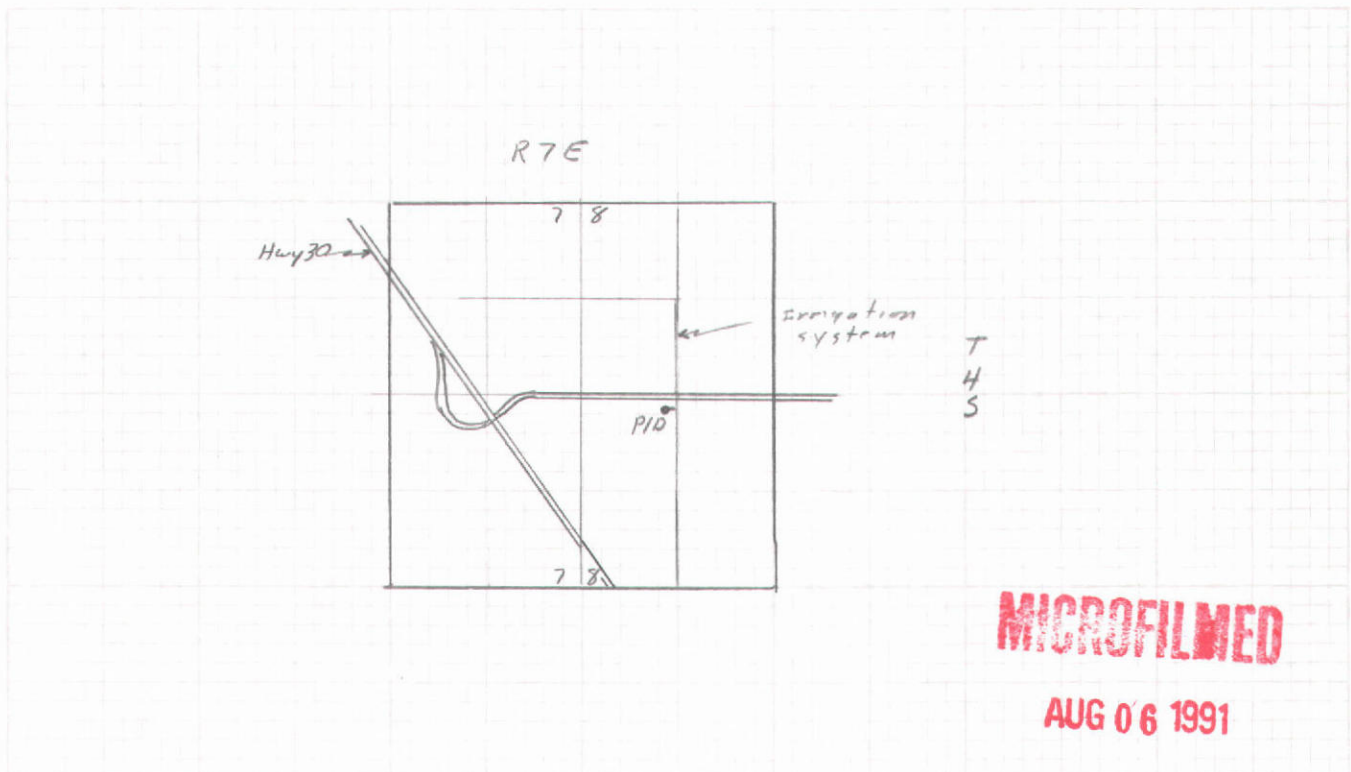
2. Other water rights with same point of diversion: None

☐ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



MICROFILMED

AUG 06 1991

Scale: 1" = _____.

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Photo of Diversion and System Attached

(required for all but single household domestic groundwater, and stockwater.

☒ Aerial Photo Attached
(required for irrigation of 10 acres or more).

T286
401

1 VHEL
20.2

2 VHEL
14.8

3 VHEL
20.0

4 VHEL
21.2

5 VHEL
560

5 VHEL
10.2

6 VHEL
12.9

7 VHEL
23.7

6 5

7 8

8 VHEL
26.2

9 VHEL
38.8

1 VHEL
54.7

2 VHEL
28.3

3 VHEL
41.7

4 VHEL
25.5

5 VHEL
37.1

2 VHEL
21.2

6 VHEL
14.6

P/D

5 VHEL
10.6

7 VHEL
22.2

8 VHEL
15.8

9 VHEL
39.4

6 VHEL
24.5

7 VHEL
36.0

7 8

10 39.2 VHEL

11 38.7 VHEL

RECEIVED
AUG 06 1991

530 000 FEET

115° 37' 30"

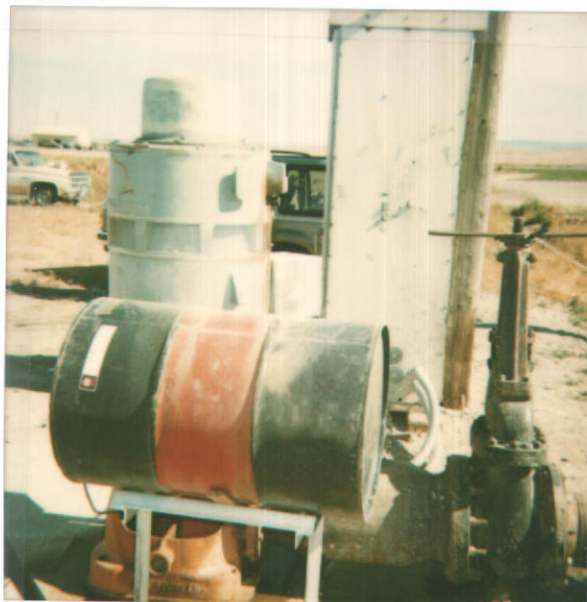
R 6 E R 7 E

61-7316

43° 07'

530 000 FEET





61-7316

FILED
AUG 06 1991

JUN 20 1989

AUG 23 1989

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that VERNIAL D. HAWKES, Route 1, Box 766 Mountain Home, ID has on March 14, 1977 submitted Application No. 61-7316 for a permit to appropriate 6.60 cubic feet per second of water from a ground-water source by means of well, motor, pump & pipes within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 8 T4S-R7E B.M., Elmore County to be used from Mar 15 to Nov 15 for irrigation of 330 acres within the S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 8; SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 7 T4S-R7E 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, 92 South Cole Road, Boise, Idaho 83705 on or before April 11, 1977.

R. KEITH HIGGINSON
Director

Published in the Mountain Home News, Mountain Home, ID March 24, 31, 1977.

OK
4-11-77
[Signature]

RECEIVED

Department of Water Resources
Water Rights Division

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, Lloyd S. Waters do solemnly swear that I am the foreman, or publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation, published once a week at MOUNTAIN HOME, IDAHO, that the notice attached hereto and which is a part of the proof of publication thereof, was published in said newspaper for

2..... consecutive weeks, the first publication having been made on the 24.... day of March....., 1977, and the last publication having been made on the 31..... day of March.... 1977...; every Thursday issue of the paper

during the period and time of publication and that the notice was published in the newspaper proper and not in a supplement thereof.

And I further swear that the said MOUNTAIN HOME NEWS has been continuously and uninterruptedly published in said Elmore County during a period of 78 consecutive weeks prior to the first publication of the attached notice.

Lloyd S. Waters

Subscribed and sworn to me this 31..... day of March....., 1977

[Signature]
Notary Public

MICROFILMED

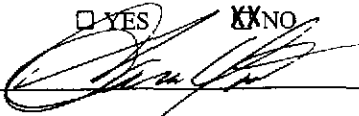
RECEIVED

AUG 20 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).. 61-7316
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
MAGIC VALLEY BANK
PO BOX 489
TWIN FALLS, ID 83303-0489
- 4 Name of Water Right Owner/Claimant(s) RANDLE DURHAM
- 5 Expiration Date of Notification Period 4-18-17
- 6 Is this a Renewal of Request for Notification? ☐ YES ☒ NO
- 7 Signature(s) (and title if applicable) 
VICE PRESIDENT/LOAN OFFICE

For Office Use Only

Received by J. M. [Signature] Date 8-20-02 Fee \$25.00
 Received by [Signature] Date 8-20-02 Receipt No C064084
 Processed by [Signature] AJ Date _____ WR _____ Date _____

MAGIC VALLEY BANK

AUG 20 2002

RECORDATION REQUESTED BY:

Magic Valley Bank
Downtown
222 Shoshone St E
PO Box 489
Twin Falls, ID 83303

Instrument # 336054
Elmore County, Idaho
04.05pm Apr. 19, 2002
For. GUARANTY TITLE INC
No. of Pages. 10 Fee. \$30.00
GAIL L. BEST, Recorder
Deputy. TR

WHEN RECORDED MAIL TO:

Magic Valley Bank
Downtown
222 Shoshone St E
PO Box 489
Twin Falls, ID 83303

SEND TAX NOTICES TO:

RANDLE A. DURHAM
3420 NORTH 2300 EAST
FILER, ID 83325

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated April 18, 2002, is made and executed between **RANDLE A. DURHAM, SINGLE MAN, WHOSE ADDRESS IS 3420 NORTH 2300 EAST, FILER, ID 83328, (referred to below as "Grantor")** and **Magic Valley Bank, whose address is 222 Shoshone St E, PO Box 489, Twin Falls, ID 83303 (referred to below as "Lender")**.

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

SEE ATTACHED LONG LEGAL

The Real Property or its address is commonly known as 3535 EAST 36 SOUTH, MOUNTAIN HOME, ID.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property, and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that. (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any

such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage, (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage, (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be

made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

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

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

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

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

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

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within ten (10) days, or (b) if the cure requires more than ten (10) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

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

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender

may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

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

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

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

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

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

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Idaho. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Twin Falls County, State of Idaho.

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

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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

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

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

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

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means RANDLE A DURHAM, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means RANDLE A DURHAM.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Magic Valley Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated April 18, 2002, in the original principal amount of \$300,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is April 18, 2017.

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

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

GRANTOR:

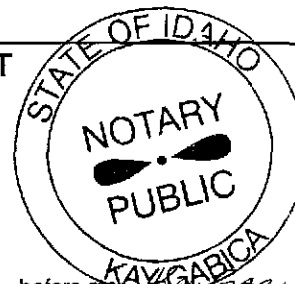
x *Randle A. Durham*
RANDLE A. DURHAM, individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

COUNTY OF Twin Falls

)
) SS
)



On this 18th day of April, in the year 20 02, before me KAY GABICA, a notary public in and for the State of Idaho, personally appeared **RANDLE A. DURHAM**, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Residing at Twin Falls Idaho

Kay Gabica
Notary Public for Idaho

My commission expires 4-4-07

LEGAL DESCRIPTION

TRACT I:

The South Half of the Northwest Quarter, the Southwest Quarter of the Southeast Quarter and all of the Southwest Quarter of Section Eight; that part of the East Half of the Southeast Quarter and that part of the South Half of the Northeast Quarter, all in Section Seven, lying North and East of the Oregon Short Line Railroad Company right of way, all in Township Four South, Range Seven East, Boise Meridian, SAVING AND EXCEPTING and EXCLUDING the following described portions of said property, to wit:

(a) A tract of land in the Southwest Quarter of the Northwest Quarter of Section Eight, Township Four South, Range Seven East, Boise Meridian, bounded as follows

Beginning at the north quarter corner of Section Eight, Township Four South, Range Seven East, Boise Meridian, and running thence
South 0°10'21" West a distance of 2574.76 feet to a brass right-of-way marker on the north right-of-way line of the Elmore County Road; thence
North 89°34'22" West along the northerly right-of-way line of the Elmore County Road a distance of 1379.60 feet to an iron pin, the true point of beginning
North 9°14'22" East 514 feet to an iron pin; thence
North 58°35'38" West 42.4 feet to an iron pin; thence
North 1°25'38" West 162.6 feet to an iron pin; thence
South 89°34'12" West 674.6 feet to an iron pin; thence
South 3°24'12" East 266.3 feet to an iron pin; thence
South 16°44'12" East 315.3 feet to an iron pin; thence
South 12°07'08" West 117.65 feet to an iron post on the northerly right-of-way line of the Elmore County Road a distance of 550 4 feet to an iron pin, the true point of beginning;

(b) That portion thereof taken by Eminent Domain proceedings by the State of Idaho, designated as Project No. F-FG-3022 (19) Highway Survey as shown on the plans thereof in the office of the Department of Highways of the State of Idaho, including Parcel No. 8; and Parcel No. 8A and Parcel No. 8-E-2, being a permanent easement for a ditch, and including the temporary easements described in said Eminent Domain proceedings.

(c) A parcel of land located in the SW1/4NE1/4 Section 7, Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:
Commencing at the Intersection of the Easterly Right-of-Way of a County Road and the North boundary of the SW1/4NE1/4 Sec 7, T4S, R7E, and running thence
East along said North Boundary a distance of 359 feet to a point; running thence
South 512 feet to a point of the East Right-of-Way of a County Road; running thence
Northwesterly along said Right-of-Way Boundary a distance of 625.3 feet to the REAL POINT OF BEGINNING.

(See Attached)

Wit
J. C. ...

LEGAL DESCRIPTION

(d) Commencing at the Northeast corner of Section 7, Township 4 South, Range 7 East, Boise Meridian, thence
South 0°06'28" West along the East line of said Section 7, a distance of 2632.86 feet to a point in a line parallel with and 25.0 feet Southeasterly from the centerline and bears South 14°26'24" East from Station 16+97.05 of the Bonecher Road and Bennett Road Connector Survey as shown on the plans of U.S. Highway No.'s 20, 26, and 30, Project No. F-FG-3022(19) Highway Survey and being the REAL POINT OF BEGINNING; thence
South 75°33'36" West along said parallel line 538.50 feet to a point opposite Station 22+35.55 of said Bonecher Road and Bennett Road Connector Survey; thence
South 75°33'36" West leaving said last parallel line 18.0 feet, more or less, to a point in the Southerly right of way line of existing Bennett Road; thence Westerly along said existing Southerly right of way line and the Southerly right of way line extended 704.0 feet, more or less, to a point of intersection with said Southerly right of way line extended and the Northeasterly right of way line of the Oregon Short Line Railroad, thence
South 30°52'06" East along said Northeasterly Railroad right of way line 426.0 feet, more or less, to a point in a line parallel with and 100.0 feet Northwesterly from the centerline and bears
North 30°52'06" West from Station 75+32.32 of said U.S. Highway No.'s 20, 26 and 30, Project No. F-FG-3022(19) Highway Survey; thence
North 59°07'54" East along said parallel line 190.55 feet to a point opposite Station 77+22.87 of said Highway Survey; thence
North 64°08'07" East 306.27 feet to a point that bears
North 27°07'06" West 80.0 feet from Station 80+22.87 of said Highway Survey; thence
North 68°13'25" East - 183.16 feet to a point in a line parallel with and 70.0 feet Northwesterly from the centerline and bears
North 22°41'24" West from Station 82+00 of said Highway Survey; thence Northeasterly along said parallel line being a 2361.83 foot radius curve right 360 feet more or less, to a point in a line parallel with and 25.0 feet Westerly from the centerline of said Bonecher Road and Bennett Road Connector Survey, which point bears
North 8°18'54" West 70.0 feet from Station 87+75 00 of said U.S. Highway No.'s 20, 26 and 30, Project No. F-FG-3022(19) Highway Survey; thence
North 100 feet more or less, to the POINT OF BEGINNING.

(e) Commencing at the West Quarter corner of Section 8, thence
North 75°33'36" East 72.73 feet; thence
Southeasterly along a 75.0 foot radius curve 126.55 feet, thence
South approximately 77° west 232.50 feet more or less, thence
North 100 feet more or less to the POINT OF BEGINNING

Together with all water rights, ditch rights and deep well permit #61-7316 Appurtenant to said property and granting to the buyers and right to use and maintain. Hereditaments and appurtenances thereunto belonging or in any wise appertaining, subject to existing highway or road rights of way and any patent reservations.

(See Attached)

LEGAL DESCRIPTION

TRACT II:

All that portion of the Southwest Quarter of the Southwest Quarter of Section 5 and of the North Half of the Northwest Quarter in Section 8, lying South and East of the Mountain Home Irrigation District Canal which runs through said property, all in Township 4 South, Range 7 East, Boise Meridian.

To more definitely described the present location of the Mountain Home Irrigation District Canal, it now crosses the West boundary line of the Southwest Quarter of the Southwest Quarter of Section 5 at a point approximately 235 feet South of the Northwest Corner of said tract and it crosses the East boundary line of said Southwest Quarter of the Southwest Quarter of Section 5 at a point approximately 670 feet South of the Northeast Corner of said tract. Said canal crosses the North boundary line of the North Half of the Northwest Quarter of said Section 8 at a point approximately 290 feet East of the Northwest Corner of the Northeast Quarter of the Northwest Quarter and crosses the East boundary line of the Northeast Quarter of the Northwest Quarter of said Section 8 at a point approximately 760 feet South of the Northeast Corner of said tract.

WITNESSES

NOTARY PUBLIC

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
APR 24 2002
WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
61-07316					

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) ROBERT F. BENNETT & DIANA M. BENNETT
4. New Owner/Claimant(s) RANDLE DURHAM
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 3400 NORTH 2300 EAST
- City, State and ZIP Code FILER, IDAHO 83328
- New Telephone Number ()
5. Date you acquired the property 04-19-02

MICROFILMED
APR 24 2002

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

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

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

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

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

For Office Use Only

Received by *DJ* Date 4-24-02 Fee \$25-
 Received by *DJ* Date 4-24-02 Receipt No. W029073
 Processed by _____ AJ Date _____ WR _____ Date _____

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APR 27 2002

WARRANTY DEED

FOR VALUE RECEIVED

Robert F. Bennett and Diana M. Bennett, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Randle Durham, a single man

GRANTEE(S), whose current address is: 3400 North 2300 East Filer, Idaho 83328
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

Dated: April 19, 2002

Robert F. Bennett

Robert F. Bennett

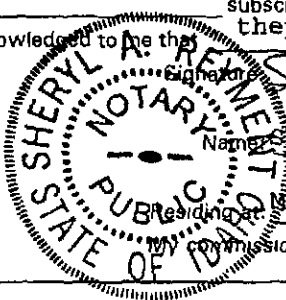
Diana M. Bennett

Diana M. Bennett

STATE OF Idaho, County of Elmore, ss.

On this 19th day of April
in the year of 2002, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Robert F. Bennett, Diana M. Bennett

known or identified to me to be the person ^s whose name
are subscribed to the within instrument, and
they acknowledged to me that they executed the same.



Name: Sheryl A. Reymont
(type or print)

Residing at: Mountain Home

My commission expires: 12/27/05

MICROFILMED
05-02-2002

LEGAL DESCRIPTION

TRACT I:

The South Half of the Northwest Quarter, the Southwest Quarter of the Southeast Quarter and all of the Southwest Quarter of ~~Section Eight~~; that part of the East Half of the Southeast Quarter and that part of the South Half of the Northeast Quarter, all in ~~Section Seven~~, lying North and East of the Oregon Short Line Railroad Company right of way, all in Township Four South, Range Seven East, Boise Meridian, SAVING AND EXCEPTING and EXCLUDING the following described portions of said property, to wit:

(a) A tract of land in the Southwest Quarter of the Northwest Quarter of Section Eight, Township Four South, Range Seven East, Boise Meridian, bounded as follows:

Beginning at the north quarter corner of Section Eight, Township Four South, Range Seven East, Boise Meridian, and running thence South $0^{\circ}10'21''$ West a distance of 2574.76 feet to a brass right-of-way marker on the north right-of-way line of the Elmore County Road; thence North $89^{\circ}34'22''$ West along the northerly right-of-way line of the Elmore County Road a distance of 1379.60 feet to an iron pin, the true point of beginning
North $9^{\circ}14'22''$ East 514 feet to an iron pin; thence North $58^{\circ}35'38''$ West 42.4 feet to an iron pin; thence North $1^{\circ}25'38''$ West 162.6 feet to an iron pin; thence South $89^{\circ}34'12''$ West 674.6 feet to an iron pin; thence South $3^{\circ}24'12''$ East 266.3 feet to an iron pin; thence South $16^{\circ}44'12''$ East 315.3 feet to an iron pin; thence South $12^{\circ}07'08''$ West 117.65 feet to an iron post on the northerly right-of-way line of the Elmore County Road a distance of 550.4 feet to an iron pin, the true point of beginning;

(b) That portion thereof taken by Eminent Domain proceedings by the State of Idaho, designated as Project No. F-FG-3022 (19) Highway Survey as shown on the plans thereof in the office of the Department of Highways of the State of Idaho, including Parcel No. 8; and Parcel No. 8A and Parcel No. 8-E-2, being a permanent easement for a ditch, and including the temporary easements described in said Eminent Domain proceedings.

(c) A parcel of land located in the SW1/4NE1/4 Section 7, Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:
Commencing at the Intersection of the Easterly Right-of-Way of a County Road and the North boundary of the SW1/4NE1/4 Sec. 7, T4S, R7E, and running thence East along said North Boundary a distance of 359 feet to a point; running thence

South 512 feet to a point of the East Right-of-Way of a County Road; running thence Northwesterly along said Right-of-Way Boundary a distance of 625.3 feet to the REAL POINT OF BEGINNING.

(See Attached)

RECORDED
1982

LEGAL DESCRIPTION

(d) Commencing at the Northeast corner of Section 7, Township 4 South, Range 7 East, Boise Meridian, thence South $0^{\circ}06'28''$ West along the East line of said Section 7, a distance of 2632.86 feet to a point in a line parallel with and 25.0 feet Southeasterly from the centerline and bears South $14^{\circ}26'24''$ East from Station 16+97.05 of the Bonecher Road and Bennett Road Connector Survey as shown on the plans of U.S. Highway No.'s 20, 26, and 30, Project No. F-FG-3022(19) Highway Survey and being the REAL POINT OF BEGINNING; thence South $75^{\circ}33'36''$ West along said parallel line 538.50 feet to a point opposite Station 22+35.55 of said Bonecher Road and Bennett Road Connector Survey; thence South $75^{\circ}33'36''$ West leaving said last parallel line 18.0 feet, more or less, to a point in the Southerly right of way line of existing Bennett Road; thence Westerly along said existing Southerly right of way line and the Southerly right of way line extended 704.0 feet, more or less, to a point of intersection with said Southerly right of way line extended and the Northeasterly right of way line of the Oregon Short Line Railroad; thence South $30^{\circ}52'06''$ East along said Northeasterly Railroad right of way line 426.0 feet, more or less, to a point in a line parallel with and 100.0 feet Northwesterly from the centerline and bears North $30^{\circ}52'06''$ West from Station 75+32.32 of said U.S. Highway No.'s 20, 26 and 30, Project No. F-FG-3022(19) Highway Survey; thence North $59^{\circ}07'54''$ East along said parallel line 190.55 feet to a point opposite Station 77+22.87 of said Highway Survey; thence North $64^{\circ}08'07''$ East 306.27 feet to a point that bears North $27^{\circ}07'06''$ West 80.0 feet from Station 80+22.87 of said Highway Survey; thence North $68^{\circ}13'25''$ East - 183.16 feet to a point in a line parallel with and 70.0 feet Northwesterly from the centerline and bears North $22^{\circ}41'24''$ West from Station 82+00 of said Highway Survey; thence Northeasterly along said parallel line being a 2361.83 foot radius curve right 360 feet more or less, to a point in a line parallel with and 25.0 feet Westerly from the centerline of said Bonecher Road and Bennett Road Connector Survey, which point bears North $8^{\circ}18'54''$ West 70.0 feet from Station 87+75.00 of said U.S. Highway No.'s 20, 26 and 30, Project No. F-FG-3022(19) Highway Survey; thence North 100 feet more or less, to the POINT OF BEGINNING.

(See Attached)

LEGAL DESCRIPTION

(e) Commencing at the West Quarter corner of Section 8, thence North $75^{\circ}33'36''$ East 72.73 feet; thence Southeasterly along a 75.0 foot radius curve 126.55 feet, thence South approximately 77° west 232.50 feet more or less, thence North 100 feet more or less to the POINT OF BEGINNING.

Together with all water rights, ditch rights and deep well permit #61-7316 Appurtenant to said property and granting to the buyers and right to use and maintain. Hereditaments and appurtenances thereunto belonging or in any wise appertaining, subject to existing highway or road rights of way and any patent reservations.

TRACT II:

All that portion of the Southwest Quarter of the Southwest Quarter of Section 5 and of the North Half of the Northwest Quarter in Section 8, lying South and East of the Mountain Home Irrigation District Canal which runs through said property, all in Township 4 South, Range 7 East, Boise Meridian.

To more definitely described the present location of the Mountain Home Irrigation District Canal, it now crosses the West boundary line of the Southwest Quarter of the Southwest Quarter of Section 5 at a point approximately 235 feet South of the Northwest Corner of said tract and it crosses the East boundary line of said Southwest Quarter of the Southwest Quarter of Section 5 at a point approximately 670 feet South of the Northeast Corner of said tract. Said canal crosses the North boundary line of the North Half of the Northwest Quarter of said Section 8 at a point approximately 290 feet East of the Northwest Corner of the Northeast Quarter of the Northwest Quarter and crosses the East boundary line of the Northeast Quarter of the Northwest Quarter of said Section 8 at a point approximately 760 feet South of the Northeast Corner of said tract.

MICROFILM

1971

W A R R A N T Y D E E D

THIS INDENTURE, made this 3rd day of March, 1998, between the EMIL DELLAMORE ESTATE AND TRUST, acting by and through Ron Hiddleston, Personal Representative and Trustee, and YVONNE DELLAMORE, wife of the said Emil Dellamore, deceased, of Mountain Home, Idaho, the party of the first part, and ROBERT F. BENNETT and DIANA M. BENNETT, husband and wife, of 3535 East 36th South, Mountain Home, Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, and other good and valuable consideration 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 of the following described real estate, situated in the County of Elmore, State of Idaho, to-wit:

See attached Exhibit A.

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 the said

ENCLOSURE

property, as well in law as in equity, of the 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, 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 party of the first part have hereunto set their hands and seals the day and year first above written.

Emil Dellamore Estate and Trust

by Ron Hiddleston
Ron Hiddleston, Personal Representative and Trustee of the Emil Dellamore Estate

Yvonne Dellamore
Yvonne Dellamore

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 31st day of March, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Ron Hiddleston, , known to me to be the person whose name is subscribed to the foregoing instrument as the personal representative and trustee of the estate of Emil Dellamore, deceased, and acknowledged to me that he executed the same as such personal representative.

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


Notary Public for Idaho
Residing at Mountain Home, ID

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 31st day of March, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared YVONNE DELLAMORE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.

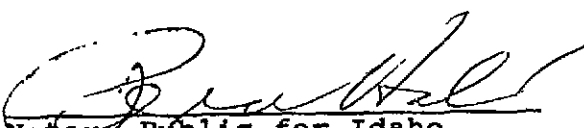

Notary Public for Idaho,
Residing at Mountain Home, ID

EXHIBIT A

All that portion of the Southwest Quarter of the Southwest Quarter of Section 5 and of the North Half of the Northwest Quarter in Section 8, lying South and East of the Mountain Home Irrigation District Canal which runs through said property, all in Township 4 South, Range 7 East, Boise Meridian.

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EXHIBIT A

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COPY

W A R R A N T Y D E E D

THIS INDENTURE, made this 13th day of January, 1995, between JOHN A. WISSEL and KATHLEEN M. WISSEL, husband and wife, of 1330 Juniper Street, Mountain Home, Idaho 83647, the parties of the first part, and ROBERT F. BENNETT and DIANA M. BENNETT, husband and wife, of 960 North 13th East, Mountain Home, Idaho, the parties of the second part.

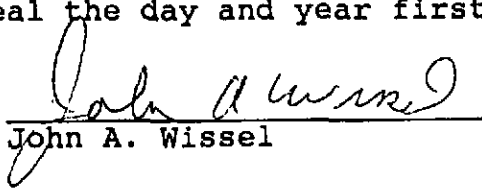
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, and other good and valuable consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged have 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 of the following described real estate, situated in the County of Elmore, State of Idaho, to-wit:

REAL PROPERTY, more particularly
described upon the exhibit attached
hereto, marked "Exhibit A" and by this
reference made a part of this agreement.

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 the said property, as well in law as in equity, of the 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, 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 hand and seal the day and year first above written.


John A. Wissel

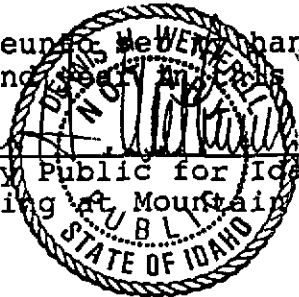
Kathleen M. Wissel
Kathleen M. Wissel

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 13th day of January, 1995, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN A. WISSEL and KATHLEEN M. WISSEL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public for Idaho,
Residing at Mountain Home.



Micro...
1995

EXHIBIT "A"

LEGAL DESCRIPTION

The South Half of the Northwest Quarter, the Southwest Quarter of the Southeast Quarter and all of the Southwest Quarter of Section Eight; that part of the East Half of the Southeast Quarter and that part of the South Half of the Northeast Quarter, all in Section Seven, lying North and East of the Oregon Short Line Railroad Company right of way, all in Township Four South, Range Seven East, Boise Meridian, SAVING AND EXCEPTING and EXCLUDING the following described portions of said property, to wit:

(a) A tract of land in the Southwest Quarter of the Northwest Quarter of Section Eight, Township Four South, Range Seven East, Boise Meridian, bounded as follows:

Beginning at the north quarter corner of Section Eight, Township Four South, Range Seven East, Boise Meridian, and running thence
South 0°10'21" West a distance of 2574.76 feet to a brass right-of-way marker on the north right-of-way line of the Elmore County Road; thence
North 89°34'22" West along the northerly right-of-way line of the Elmore County Road a distance of 1379.60 feet to an iron pin, the true point of beginning
North 9°14'22" East 514 feet to an iron pin; thence
North 58°35'38" West 42.4 feet to an iron pin; thence
North 1°25'38" West 162.6 feet to an iron pin; thence
South 89°34'12" West 674.6 feet to an iron pin; thence
South 3°24'12" East 266.3 feet to an iron pin; thence
South 16°44'12" East 315.3 feet to an iron pin; thence
South 12°07'08" West 117.65 feet to an iron post on the northerly right-of-way line of the Elmore County Road a distance of 550.4 feet to an iron pin, the true point of beginning;

(b) That portion thereof taken by Eminent Domain proceedings by the State of Idaho, designated as Project No. P-FG-3022 (19) Highway Survey as shown on the plans thereof in the office of the Department of Highways of the State of Idaho, including Parcel No. 8; and Parcel No. 8A and Parcel No. 8-E-2, being a permanent easement for a ditch, and including the temporary easements described in said Eminent Domain proceedings.

(c) A parcel of land located in the SW1/4NE1/4 Section 7, Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:
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East along said North Boundary a distance of 359 feet to a point; running thence
South 512 feet to a point of the East Right-of-Way of a County Road; running thence
Northwesterly along said Right-of-Way Boundary a distance of 625.3 feet to the REAL POINT OF BEGINNING.

(See Attached)

LEGAL DESCRIPTION

(d) Commencing at the Northeast corner of Section 7, Township 4 South, Range 7 East, Boise Meridian, thence
South 0°06'28" West along the East line of said Section 7, a distance of 2632.86 feet to a point in a line parallel with and 25.0 feet Southeasterly from the centerline and bears South 14°26'24" East from Station 16+97.05 of the Bonecher Road and Bennett Road Connector Survey as shown on the plans of U.S. Highway No.'s 20, 26, and 30, Project No. F-FG-3022(19) Highway Survey and being the REAL POINT OF BEGINNING; thence
South 75°33'36" West along said parallel line 538.50 feet to a point opposite Station 22+35.55 of said Bonecher Road and Bennett Road Connector Survey; thence
South 75°33'36" West leaving said last parallel line 18.0 feet, more or less, to a point in the Southerly right of way line of existing Bennett Road; thence Westerly along said existing Southerly right of way line and the Southerly right of way line extended 704.0 feet, more or less, to a point of intersection with said Southerly right of way line extended and the Northeasterly right of way line of the Oregon Short Line Railroad; thence
South 30°52'06" East along said Northeasterly Railroad right of way line 426.0 feet, more or less, to a point in a line parallel with and 100.0 feet Northwesterly from the centerline and bears
North 30°52'06" West from Station 75+32.32 of said U.S. Highway No.'s 20, 26 and 30, Project No. F-FG-3022(19) Highway Survey; thence
North 59°07'54" East along said parallel line 190.55 feet to a point opposite Station 77+22.87 of said Highway Survey; thence
North 64°08'07" East 306.27 feet to a point that bears
North 27°07'06" West 80.0 feet from Station 80+22.87 of said Highway Survey; thence
North 68°13'25" East - 183.16 feet to a point in a line parallel with and 70.0 feet Northwesterly from the centerline and bears
North 22°41'24" West from Station 82+00 of said Highway Survey; thence Northeasterly along said parallel line being a 2361.83 foot radius curve right 360 ft. more or less, to a point in a line parallel with and 25.0 feet Westerly from the centerline of said Bonecher Road and Bennett Road Connector Survey, which point bears
North 8°18'54" West 70.0 feet from Station 87+75.00 of said U.S. Highway No.'s 20, 26 and 30, Project No. F-FG-3022(19) Highway Survey; thence
North 100 feet more or less, to the POINT OF BEGINNING.

(e) Commencing at the West Quarter corner of Section 8, thence
North 75°33'36" East 72.73 feet; thence
Southeasterly along a 75.0 foot radius curve 126.55 feet, thence
South approximately 77° west 232.50 feet more or less, thence
North 100 feet more or less to the POINT OF BEGINNING.

Together with all water rights, ditch rights and deep well permit #61-7316 Appurtenant to said property and granting to the buyers and right to use and maintain. Hereditaments and appurtenances thereunto belonging or in anywise appertaining, subject to existing highway or road rights of way and any patent reservations.

100-11-2032

COPY

WARRANTY DEED

For Value Received

VERNAL D. HAWKES AND DORIS ARLENE HAWKES, husband and wife

The grantor s do hereby grant, bargain, sell and convey unto

JOHN A. WISSEL AND KATHLEEN M. WISSEL, Husband and wife

the grantee s whose current address is

the following described premises, in

ELMORE

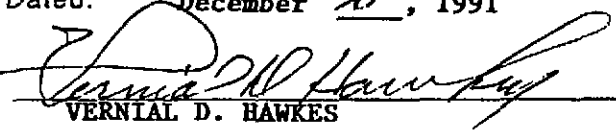
County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s ,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantees , that the y are the owner s in fee simple of said premises; that they are free
from all incumbrances Except those of record.

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

Dated: December 30, 1991


VERNAL D. HAWKES

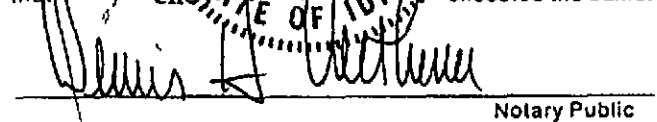

DORIS ARLENE HAWKES

STATE OF IDAHO, COUNTY OF ELMORE

On this 30th day of DECEMBER, 19 91,
before me, a notary public, and for the said State, personally
appeared

VERNAL D. HAWKES
AND
DORIS ARLENE HAWKES

known or identified to me to be the person s whose name s
subscribed to the within instrument, and acknowledged to me
that the y executed the same.


Notary Public

Residing at MOUNTAIN HOME, Idaho
Comm. Expires 5-15-92

STATE OF IDAHO, COUNTY OF

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

at _____ minutes past _____ o'clock M.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Book
of Deeds at Page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

LEGAL DESCRIPTION

(a) A tract of land in the Southwest Quarter of the Northwest Quarter of Section Eight, Township Four South, Range Seven East, Boise Meridian, bounded as follows:

(b) That portion thereof taken by Eminent Domain proceedings by the State of Idaho, designated as Project No. F-FG-3022 (19) Highway Survey as shown on the plans thereof in the office of the Department of Highways of the State of Idaho, including Parcel No. 8; and Parcel No. 8A and Parcel No. 8-E-2, being a permanent easement for a ditch, and including the temporary easements described in said Eminent Domain proceedings.

(See Attached)

11 1972

LEGAL DESCRIPTION

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North $59^{\circ}07'54''$ East along said parallel line 190.55 feet to a point opposite Station 77+22.87 of said Highway Survey; thence

North $64^{\circ}08'07''$ East 306.27 feet to a point that bears

North $27^{\circ}07'06''$ West 80.0 feet from Station 80+22.87 of said Highway Survey; thence

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South approximately 77° west 232.50 feet more or less, thence

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State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 61-07316

Priority: May 9, 1977

Maximum Diversion Rate:

4.22 CFS

This is to certify, that VERNIAL D HAWKES
3316 CANDLEWOOD DR

LAKE HAVASU AZ 86406 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated March 14, 1977; and
has submitted Proof of Beneficial Use on June 26, 1991. An examination indicates
that the works have a diversion capacity of 4.220 cfs of water from a GROUNDWATER
source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	4.22 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSW , Sec. 8, Township 04S, Range 07E
ELMORE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04S	07E	7	SWNE 5	SENE 36	NESE 22	
			SESE 4			67
		8	NENW 24	NWNW 39	SWNW 26	
			SENW 37	NESW 40	NWSW 23	
			SWSW 35	SESW 39		263

Total number of acres irrigated: 330

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
5. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. The Director retains jurisdiction of the right issued to change, add or remove any requirement as determined to be appropriate.

AUG 09 1995

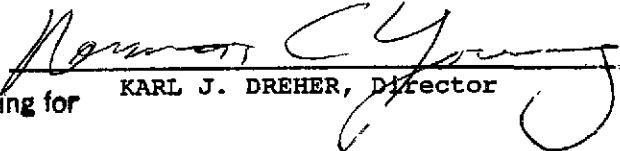
State of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 61-07316

CONDITIONS/REMARKS:

7. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right.
8. This right to divert groundwater shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use without the approval of the Department.
9. This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 1320 af for the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 31st
day of July, 1995.


Acting for KARL J. DREHER, Director

AUG 09 1995

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 61-07316

Date of Priority: May 9, 1977 **Maximum Diversion Rate:** 4.22 CFS
Comes now VERNIAL D HAWKES
3316 CANDLEWOOD DR
LAKE HAVASU AZ 86406 and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 61-07316, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	4.22 CFS	

LOCATION OF POINT(S) OF DIVERSION: NWSW , Sec. 8, Township 04S, Range 07E
ELMORE County

PLACE OF USE: IRRIGATION

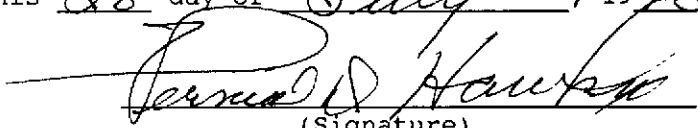
<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04S	07E	7	SWNE 5	SENE 36	NESE 22	67
			SESE 4			
		8	NENW 24	NWNW 39	SWNW 26	
			SENW 37	NESW 40	NWSW 23	
			SWSW 35	SESW 39		263

Total number of acres irrigated: 330

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AUG 09 1995

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at Boise Idaho, this 28 day of July, 1995

(Signature)

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 61-07316

FOR DEPARTMENT USE ONLY

Preliminary check by _____ Fee = _____ Received by CCJ # CC33280 Date 7/28/95

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, Karl J. Dreher, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 61-07316 with the following;

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
5. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. The Director retains jurisdiction of the right issued to change, add or remove any requirement as determined to be appropriate.
7. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right.
8. This right to divert groundwater shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use without the approval of the Department.
9. This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 1320 af for the lands above.

Witness my hand this 31st day of July, 1995.

Acting for Norman Elgung
KARL J. DREHER, Director

AUG

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 61-07316	)	
	)	ORDER OF
IN THE NAME OF VERNIAL D HAWKES	)	REINSTATEMENT
		)

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (Proof of Beneficial Use) be submitted on or before May 1, 1991; and,

WHEREAS, the Department notified the permit holder by certified mail that proof was due and instructed the permit holder of the steps to be taken to submit the proof of beneficial use; and,

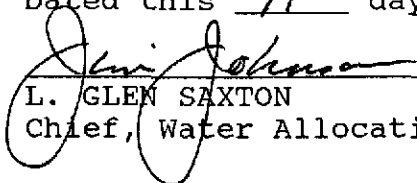
WHEREAS, the Department notified the permit holder that the permit had lapsed for failure to submit the proof of beneficial use; and,

WHEREAS, Section 42-218a of the Idaho Code provides that a permit may be reinstated upon a showing of reasonable cause within sixty days of the date of the notice of lapsing; and,

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting proof of beneficial use on June 26, 1991;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 61-07316 be REINSTATED with an advance in priority to May 9, 1977.

Dated this 11 day of July 11, 1995.

for 

L. GLEN SAXTON
Chief, Water Allocation Bureau

103301035

RECEIVED
JUN 26 1991

Department of Water Resources
Western Regional Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

For Office Use Only
Fee Received _____
Date _____
Receipt # _____
Receipt by _____
Reviewed by _____
Sent to region _____

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

Permit No. 61-7316

Name(s) of Permit Holder: Vernia D. Hawkes

Post Office Address: Rt 1, Box 766 Mtn Home ID

Telephone No. 587-5088

Source of Water: Ground water

Extent of Use:

Domestic _____ (number of households) Stockwater _____ (number and type of stock)

Irrigation 330 (acres) Other/Remark _____

Total rate and/or volume for which proof is submitted 4.22 cfs 1485 acre-feet

Show the date water was first diverted and beneficially used under this permit: 6/91

Measuring Device: Required? ☒ Yes ☐ No
Installed? ☐ Yes ☒ No
Fee enclosed \$ _____
(See License Examination Fee Schedule)

Flow Measurement Port: Required? ☐ Yes ☒ No
Installed? ☐ Yes ☒ No

Person to contact to accompany the Department representative during the field examination:

(Name)

(Telephone Number)

(Address)

The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

6/24/91
Date

Vernia D. Hawkes
Signature of Permit Holder (and title, if appropriate)

AUG 06 1991

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT	)	
NO. 61-7316 'IN THE NAME	)	
OF VERNIAL D. HAWKES '	)	CONTINUATION ORDER

This matter having come before the Idaho Department of Water Resources (IDWR) as a requirement of Section 42-203D, Idaho Code, the Department Finds, Concludes and Orders as follows:

FINDINGS OF FACT

1. Section 42-203D, Idaho Code, directs IDWR to review all permits issued prior to July 1, 1985, located within the Swan Falls Trust Water Area, to determine if water was beneficially used prior to said date.

2. If water was not beneficially used until after July 1, 1985, Section 42-203D further directs IDWR to review the permit under the provisions of Section 42-203C, Idaho Code.

3. Section 42-203C requires IDWR to determine whether diversion of water under a permit issued prior to July 1, 1985, causes a significant reduction of trust water available for power production and, if there is a significant reduction, to determine whether the reduction is in the public interest.

4. Permit No. 61-7316 (permit) was issued to Vernial D. Hawkes (permit holder) authorizing the diversion of 6.60 cfs of groundwater for irrigation of 330 acres.

5. IDWR records show that 280 acres authorized to be irrigated under Permit No. 61-7316, are irrigated with other rights perfected prior to July 1, 1985.

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AUG 23 1989

6. Water diverted and used on or after July 1, 1985 for the irrigation of land under the terms of this permit is trust water.

7. The development and use of groundwater authorized under this permit does not cause a significant reduction of trust water.

CONCLUSIONS OF LAW

1. The water authorized for diversion under Permit No. 61-7316 is trust water.

2. The use of water under the permit satisfies the provisions of Sections 42-203C and 42-203D, Idaho Code.

3. An order continuing the permit shall be issued.

ORDER

IT IS HEREBY ORDERED that Permit No. 61-7316 is valid and may CONTINUE as provided in Section 42-203D, Idaho Code, subject to the following additional conditions and limitations:

1. Proof of construction of works and application of water to beneficial use shall be submitted to IDWR on or before May 1, 1991.

2. The use of trust water authorized by this right is subject to review 20 years after the date of this order to determine availability of trust water and to reevaluate the public interest.

3. The construction of diversion works must be commenced within one (1) year of the date of this order and shall proceed diligently and uninterruptedly to completion unless temporarily interrupted by circumstances over which the permit holder has no control.

4. Diversion and use of trust water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.

5. The Director retains jurisdiction of this right to change, add or remove any requirement as determined to be appropriate.

6. All conditions of approval contained on the permit are incorporated into and made a part of this order

Dated this 31st day of July, 1989.

L. Glen Saxton

L. GLEN SAXTON, Chief
Water Allocation Bureau

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AUG 23 1989

*649
511*

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit proof
of beneficial use for a water right permit

For Office Use Only
\$15 FEE Received by JS
Date 4-30-1987
Permit # 44735
RECEIVED
30X
APR 28 1987

The Idaho Department of Water Resources will consider this form as a request that the permit holder request an additional period of time in which to complete development of a water right under the provisions of Section 42-204, Idaho Code.

Permit No. 61-7316

Name(s) of Permit Holder: Vernal D. Hawkes

Post Office Address: Rt. 1 Box 766, Mountain Home, ID 83647

Telephone No. 587-5088

Date Proof is Due: May 1, 1987

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

280 acres is presently being irrigated with water from the Mountain Home Irrigation
District. This well was proposed as a supplemental irrigation source.

Costing \$

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

I am a defendant in the Swan Falls litigation. Several years ago, I tried to sell the
property, but the new owner failed to meet his obligations and I acquired it again. From
the time of the sales contract to actual repossession, the length of time was about two
years.

Permit holder(s) request an extension to May 1, 19 92.
(1 yr. minimum)

(Signature)*

FEE: \$15.00

*IF OTHER THAN PERMIT HOLDER,
POWER OF ATTORNEY MUST BE SUPPLIED.

RECEIVED

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to May 1, 1991.

Signed this 31st day of July, 19 89.

J. Glen Saxton
Chief, Water Allocations Bureau

For Office Use Only	
Fee Received	15.00
Date	3-11-82
Receipt #	22622

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit
proof of beneficial use on a water right permit

VERNAL D. HAWKES of MOUNTAIN HOME
(Name) (Address)

State of IDAHO, deposes and says

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of
the State of Idaho No 61-7316

That under the terms and conditions of said permit, work thereunder was required to be completed on or before
May 1, 19 82

That he has heretofore performed the following work described under said permit: DONE
(This must be filled out! If no work has been completed put none)

Costing \$ _____

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:

IDAHO Power moratorium

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations
under said permit to May 1, 19 87
(1 yr minimum, 5 yrs maximum)

NOTE
AS OF JULY 1, 1980,
THERE IS A \$15.00
CHARGE FOR REQUESTS
FOR EXTENSION OF
TIME

Vernel D. Hawkes
(Signature)*

*IF OTHER THAN HOLDER, Power of Attorney must be supplied

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within
which to submit the statement of beneficial use is extended to May 1, 1987.

Signed this 12th day of March, 19 82

L. Glen Sayton
Chief, Operations Bureau

RECEIVED
MARCH 12 1982

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF CHANGING THE MEASURING
DEVICE REQUIREMENT FOR PERMIT NO. 61-7316

ORDER

WHEREAS, the above numbered permit was approved with the condition that a measuring device of a type approved by the Department be permanently installed and maintained as part of the diverting works; and,

WHEREAS, on July 1, 1978, the Department adopted a new water measurement condition which states: "An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department"; and,

WHEREAS, the former condition required the permit holder to purchase and install a measuring device or hire a professional engineer to certify the rate of diversion; and,

WHEREAS, the measuring device condition effective July 1, 1978, requires less capital expenditure by the permit holder; and,

WHEREAS, to be equitable to holders of permits issued prior to July 1, 1978, the new condition should be retroactive;

NOW THEREFORE, it is hereby ordered that the condition of approval of this permit related to water measurement is hereby changed as follows:

"The permit holder shall either install a measuring device or provide a certified measurement by a professional engineer or install an access port or other device as specified by the Department".

Dated this 1st day of June 1981.

Glen Saxton

GLEN SAXTON
Chief, Operations Bureau

MICROFILMED

Identification No _____

Application No 61-7316

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 Vernal D. Hawkes Phone 587-5088
post office address Route 1, Box 766, Mountain Home, ID 83647

2 Source of water supply Groundwater which is a tributary of _____

3 a Location of point of diversion is SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 8 Township 4S
Range 7E B M Elmore 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 6.60 for Irrigation purpose from March 15 to Nov. 15 (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 6.60 cubic feet per second and/or

b _____ acre feet per annum

6 Proposed diverting works:

a Description of ditches, flumes, pumps, headgates, etc well, electric motor, to pump and pipes

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 20 inches, proposed depth of well is 600 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 \$ 25000

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

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

TWP	RANGE	SEC	NE ¹ / ₄				NW ¹ / ₄				SW ¹ / ₄				SE ¹ / ₄				TOTALS
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	
4S	7E	8							40	40	40	40	40	40			40		280
		7				39									11				50

Total number of acres to be irrigated 330

c. Describe any other water rights used for the same purposes as described above _____

Mountain Home Irrigation District-Surface Water

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

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

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10 Remarks _____

The map is drawn on a grid with solid lines every 10 units and dashed lines every 2 units. The following features are present:

- Text Labels:**
 - "RGE 7E" is located at approximately (350, 100).
 - "T 4 S" is located at approximately (110, 240).
 - "HWM 30" is written along a diagonal line from (400, 200) to (580, 480).
 - "well" is written near a circled dot at (600, 260).
- Geometric Features:**
 - A horizontal line segment from (370, 300) to (380, 300).
 - A vertical line segment from (620, 300) to (620, 350).
 - A rectangular boundary from (500, 250) to (680, 400).
- Numerical Data:**
 - Along the "HWM 30" line: 39 (at x=460), 11 (at x=485), 40 (at x=515), 40 (at x=540).
 - Inside the rectangle: 40 (at x=520, y=270), 40 (at x=590, y=270), 40 (at x=520, y=330), 40 (at x=590, y=330), 40 (at x=520, y=380), 40 (at x=590, y=380), 40 (at x=650, y=380).
 - Other numbers: 8 (at x=620, y=300).

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

Terrence D. Hawkey
(Applicant)

Proposed Priority 3/14/77

Received by J Date 3/14/77 Time 3:45

Preliminary check by SG Fee \$ 85.00

Receipted by J Date 3/14/77 # 6842

Publication prepared by J Date 3-18-77

Published in Idaho Home News

Publication dates March 24-31

Publication approved J Date 3-18-77

Priority reduced to J Reason _____

Protests filed by _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by SG

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 61-7316, 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 May 1,, 19 82.

c Other A measuring device of a type approved by the Director shall be permanently installed and maintained as part of the diverting works.

The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

Witness my hand this 6 day of May, 19 77.

A. H. Hunsaker
Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

RECEIVED

AUG 21 2002

Department of Water Resources

[] Water Right Number(s): 61-07316

[] Name(s): RANDLE DURHAM

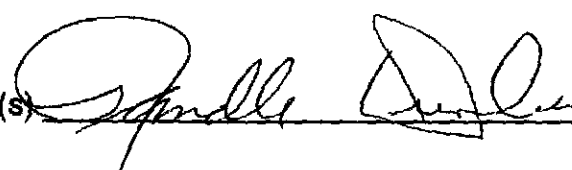
[] Old Mailing Address: 3400 N 2300 E

FILER ID 83328

[] New Mailing Address: 3535 E 36TH S

MOUNTAIN HOME ID 83647-5704

Telephone Number: (208) 587-5700

[] Signature(s) of Owner(s): 

(Include your title if on behalf of company or organization)

Date: 8/19/02

Database updated - 8.24.02 - Kari Lynn 2002

WR 61-7316

Mail Recd - Kari-Lynne
8.26.02

MICROFILMED
11/1/02

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

3420

RECEIVED

AUG 26 2002

Department of Water Resources



DURHAM 633282001 1602 08 08/24/02
RETURN TO SENDER
DURHAM
3535 E 36TH S
MOUNTAIN HOME ID 83647-5704
RETURN TO SENDER

ENCLOSURE





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

August 21, 2002

RANDLE DURHAM
3400 N 2300 E
FILER ID 83328

RE: Change of Ownership for Water Right 61-7316

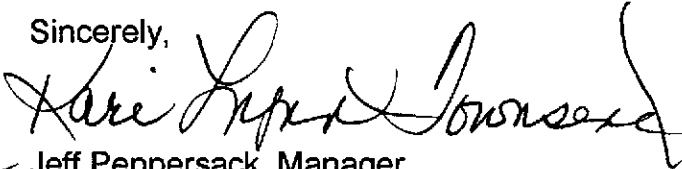
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing the above referenced water right to add the Magic Valley Bank as a Security Interest holder. The department has modified its records to reflect the change and has enclosed a computer-generated report for your records.

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

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

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: MAGIC VALLEY BANK
PO BOX 489
TWIN FALLS ID 83303-0489

MICROFILMED



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

August 8, 2002

RANDLE DURHAM
3400 N 2300 E
FILER ID 83328

RE: Change of Ownership for Water Right 61-7316

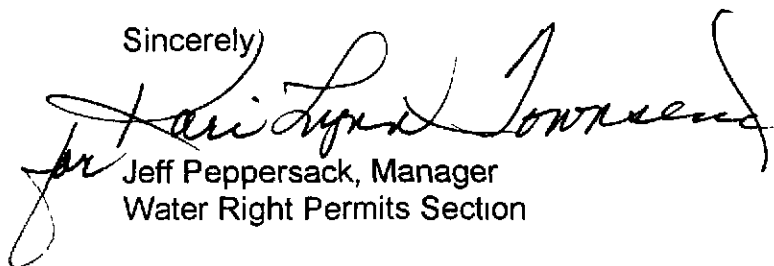
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$25.00 filing fee.

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

MICROFILM

10-1-02



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

August 1, 1995

VERNIAL D HAWKES
3316 CANDLEWOOD DR
LAKE HAVASU AZ 86406

RE: WATER RIGHT NO. 61-07316

Dear Water Right Holder(s):

Enclosed is a copy of the Water Right License issued on the above referenced permit along with a copy of your approved Application for Amendment.

Should you have any questions regarding these documents, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Shelley W. Keen".

Shelley W. Keen
Water Rights Supervisor

SK:rl

Enclosure

AUG 09 1995



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 13, 1995

VERNIAL D HAWKES
3316 CANDLEWOOD DR
LAKE HAVASU AZ 86406

RE: WATER RIGHT NO. 61-07316

Dear Water Right Holder:

The above referenced water right is in the process of being licensed. However, before a license can be issued, your permit must first be REINSTATED (Order enclosed), and then AMENDED to correspond with the findings of the department's field examiner.

The enclosed Application for Amendment contains information that will be included on the license when it is issued. The amendment reflects a change in the location of the point(s) of diversion and the place(s) of use description. Please review carefully and if you concur, sign the amendment and return with the \$50.00 filing fee within 14 days.

The last page of the Application for Amendment form contains a list of CONDITIONS/REMARKS proposed for the license when it is issued. These conditions/remarks may be modified upon further administrative review.

If you do not concur, or if you have any questions about this information, please contact me as soon as possible. My telephone number is (208) 327-7946.

Sincerely,

Shelley Walter Keen
Water Rights Supervisor

SWK:rl

Enclosure

AUG 09 1995

WR0749NP
No. L61-07316

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 07/11/95
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	VERNAL D HAWKES 3316 CANDLEWOOD DR LAKE HAVASU AZ 86406 (602) 680-1529	05/09/1977	IRRIGATION	04-01 10-31	4.220 CFS	
TOTAL DIVERSION:					4.220 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion Capacity: 4.220 CFS

Point(s) of Diversion: T04S R07E S08 NWSW ELMORE County

Place of use Legal Description for: IRRIGATION

NE												NW				SW				SE								
T	R	S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	: SUM			
04S	07E	7	:					05		36	:								:	22				04	:	67.0		
04S	07E	8	:								:	24		39		26		37	:	40		23		35		39	:	263.0
TOTAL ACRES																								330.0				

Pou County: ELMORE

Other Rights: MTN. HOME IRR. DIST. WTR.

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

61-00038 61-00195 61-00218 61-04082 61-07121 61-07316 L61-07121 T61-07121

Conditions of Approval:

- R55 - This right is for the use of trust water and is subject to review
- 20 years after the issuance of the permit to determine
- availability of water and to re-evaluate the public interest.
- R56 - Diversion and use of water under this right is subject to an
- annual use fee if rules are subsequently promulgated which
- provide for the submittal of the fee.
- R57 - The Director retains jurisdiction of the right issued to
- change, add or remove any requirement as determined to be
- appropriate.

Remarks:

The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right.
This right to divert groundwater shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use without the approval of the Department.
This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 1320 af for the lands above.

WR0749NP
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IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 07/11/95
PAGE: 2

=====
Dates: App. Received: 03/14/1977 Priority Date: 05/09/1977 (Priority Date Advanced.)
Proof Due Date: 05/01/1991 Proof Made Date: 06/26/1991 (Proof Received Late.)
Exam Made Date: 06/21/1991 Exam Sent to S.O.: 06/26/1991
Licensed Date:

Misc: Water District Number: Field Exam Fee: N (Not Required)

Audit: 07/11/95 BCHAPMAN

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '**' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM		
		NE		NW		SW		SE		NE		NW		SW		SE				
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac			
L6107316	T04S R07E S 7	GROUNDWATER																		
	:				05		36	:								22		04	:	67
6100038	RATTLESNAK :	I	I					:											:	
6100218	RATTLESNAK :							:									I	I	:	
A6100263	CANYON CRE :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6100264	CANYON CRE :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6100266	CANYON CRE :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
6100268	CANYON CRE :					I	01-I	02-I	:		03-I	04-I							:	
6102090	GROUNDWATE :								:	20	20								:	40
6104082	GROUNDWATE :			02					:										:	2
6107077	GROUNDWATE :	40	28						:										:	68
6107121	GROUNDWATE :								:					10	20	30	30		:	90
A6107121	GROUNDWATE :								:					05	30	25	30		:	90
L6107121	GROUNDWATE :								:					05	30	25	30		:	90
T6107121	GROUNDWATE :								:					10	20	30	30		:	90
6107272	GROUNDWATE :								:			08							:	8
A6107272	GROUNDWATE :								:			08							:	8
R6107272	GROUNDWATE :								:			04-08							:	8
6107316	GROUNDWATE :				39				:							11			:	50
A6110048	GROUNDWATE :			04					:										:	4
A6110217	GROUNDWATE :								:			01							:	1
R6110217	GROUNDWATE :								:			04-0							:	
A6110417	CANYON CRE :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6110419	CANYON CRE :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6110421	CANYON CRE :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6110491	GROUNDWATE :								:			05							:	5
A6110597	GROUNDWATE :								:				02						:	2
A6302188	CAT CREEK :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6302214	CASTLE ROC :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6319893	LITTLE CAM :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
A6320139	LITTLE CAM :	40	25	03	37		40	40	:	40	37	10	15	18					:	305
L6107316	T04S R07E S 8	GROUNDWATER																		
	:						24	39	26	37	40	23	35	39						263
6100038	RATTLESNAK :					I	I													
6100195	RATTLESNAK :									I		1	I							
A6100263	CANYON CRE :							40	20	35	40	37	40							212
A6100264	CANYON CRE :							40	20	35	40	37	40							212
A6100266	CANYON CRE :							40	20	35	40	37	40							212
6107316	GROUNDWATE :							40	40	40	40	40	40			40				280
A6110417	CANYON CRE :							40	20	35	40	37	40							212
A6110419	CANYON CRE :							40	20	35	40	37	40							212
A6110421	CANYON CRE :							40	20	35	40	37	40							212
A6302188	CAT CREEK :							40	20	35	40	37	40							212
A6302214	CASTLE ROC :							40	20	35	40	37	40							212
A6319893	LITTLE CAM :							40	20	35	40	37	40							212
A6320139	LITTLE CAM :							40	20	35	40	37	40							212

CALCULATION OF NEW PRIORITY DATE

PERMIT NO. 61-07316

BY: Frederic Chapman

DATE: 7-11-95

	DATE	DAY NUMBER FROM TABLE
Date proof due	<u>MAY 1, 1991</u>	<u>121</u>
Date proof received	<u>JUNE 26, 1991</u>	<u>177</u>
Number of days late	<u>177 + 121</u>	= <u>56</u>
Priority date	<u>MAR 14, 1977</u>	= <u>73 + 56</u>
New priority date go into next year?		<u>NO</u>
	Total days =	<u>- 365 = day #</u>
New Priority Date	<u>MAY 9, 1977</u>	<u>129</u>

AUG 09 1995

LICENSE REVIEW CHECKLIST



PERMIT NO. 61-07316 DATE 7-11-95

NAME Change OK ✓ DATA BASE SHOWS SOMEONE updated HAWKES ADDRESS
 Or Address Change? No assignment received

PRIORITY DATE ✓ — Advance? — Advanced to: 5-9-1977
Certified Examiner Order to reinstate needed? HAVE TO DO
 Incorrect fee for rate recommended? NA

SOURCE — ✓ Changes or just clarification of originally intended source? —
 Notice of Intent to Void necessary? —

POINT OF DIV ✓ — Amendment needed? CHANGE TO NWSW of SEC B
— ✓ Overlaps? —

PLACE OF USE ✓ — Amendment needed? —
— ✓ Overlaps? (Surface water)

DIV RATE — ✓ Permit/fee limits: 6.60 / PROOF filed on 4.22
 Meas Q = 4.22 Theo Q = — Recommend: 4.22

ANNUAL VOLUME ✓ — Volume Limit: — NEW Season: 4.0 (4-1 to 10 31)
 Calculations: 330 X 4 = 1320 of

Flow limit: — cfs x — x 1.9835 = —
 Combined volumes exceed capacity/allowable —

USES — ✓ Change in Nature of Use or additional uses? —
 Amendment necessary? —

ADDITIONAL INFO Supplemental Groundwater YES PPU Scenario —
 Irr/Dom Combination — Shared G/W System —

NEW REMARKS — Multiple p/d(s) in 1/4 1/4? —
YES Other WB3 WB8 WB7

NEW CONDITIONS — Watermaster control - District —
BOX (Measuring/Locking Devices - REMOVED BY ORDER)
— Irrigation Overlap
YES Other R55 R56 R57
— Water Quality — Heat/Cool/Fish verified —

COMMENTS: Supplemental GW
—
— F/MEND P/D + P/W

RECOMMENDATION	CFS	VOLUME	SRBA Claim Filed	<u>NO</u>
<u>Irrigation</u>	<u>4.22</u>	<u>1320</u>	Adjustment Memo Needed	<u>YES</u>
<u>—</u>	<u>—</u>	<u>(10' remarks)</u>	LICENSE <u>Special</u>	<u>—</u>
<u>—</u>	<u>—</u>	<u>—</u>	1ST AMEND LETTER	<u>P37 + P38</u>
<u>—</u>	<u>—</u>	<u>—</u>	2ND AMEND LETTER	<u>P47</u>

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUN 26 1991

Department of Water Resources
Western Regional Office

A. GENERAL INFORMATION

Permit No 61-7316

1. Owner Vernial D Hawkes Phone No 587-5088

Current Address: Rt 1 Box 766 Mtn Home, Id

2 Accompanied by: Vernial D Hawkes EXAM. DATE: 6/21/91

Address Rt 1 Box 766 Mtn Home Id Phone No. 587 5088

Relationship to Permit Holder Owner

3 Source Groundwater tributary to NIA

B. OVERLAP REVIEW

1. Other water rights with same place of use: Mtn Home Irrig. Dist. Water

☐ Copies Attached

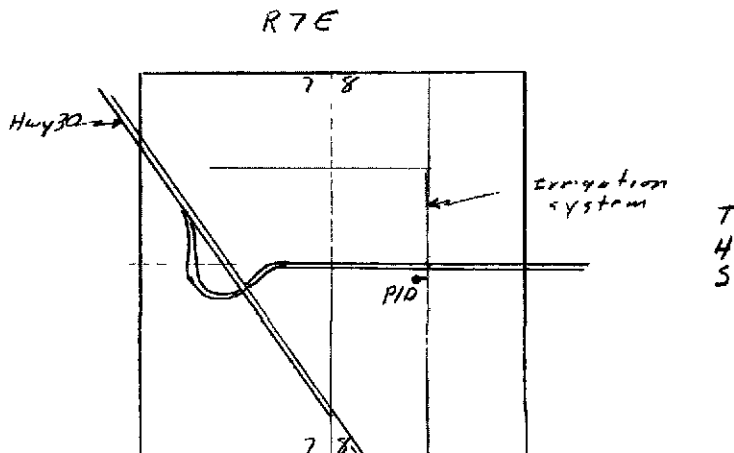
2. Other water rights with same point of diversion None

☐ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1 **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable ☐ Alternative diagram attached



MICROFILMED

AUG 06 1991

Scale: 1" = _____.

2 ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Photo of Diversion and System Attached

(required for all but single household domestic groundwater, and stockwater)

☒ Aerial Photo Attached

(required for irrigation of 10 acres or more).

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Drilled well, vertical turbine pump. Well drilled by Hiddleston Well Drilling Co. - Mt. Home. Pump operating upon arrival into mainline serving sprinkler irrigation system. Crops include sugar beets & here sprinklers were operating.

☐ See Remarks on page 4 for continuation

- 4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
1	GE	350	5K6317XC168A	Layne Bowler	10"

*Code to correspond with No. on map and aerial photo

- 5 Point(s) of Diversion:**

[illegible]

- 6 Place(s) of Use:**

Indicate Method of Determination

[illegible]

Do not use this space

06 1991

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Air/Water Metermaster	Direct	Collins	—	—	36"	6/90

2. Measurements:

4.22 cfs - measurement sheet attached

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1 Measured Method:

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure _____ psi x 2.31 = _____ ft (1), Dynamic pumping level _____ ft (2)

Total Head (1) + (2) = _____ (3) , Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP (6) x 1.34 = _____ (7)

Panel Input KW _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1 Volume Calculations for Irrigation:

$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 4.5 \times 330 = 1485$

$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$

$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} =$

2. Volume Calculations for Other Uses:

RECORDED

AUG 06 1991

[illegible]

1. Recommended Amounts

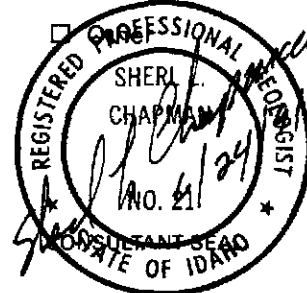
Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	3/15	11/15	4.22	1485

Totals: _____

☒ Change P.D. as reflected above ☐ Add P.D. as reflected above

☒ Change P.U. as reflected above ☐ Add P.U. as reflected above

Field Examiner's Name Sheryl L. Chapman
Signature Sheryl L. Chapman
Certification Date 4/4/91
Field Report Preparation Date 6/24/91



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

* SEE adjustment memo. B

REFILMED

AUG 06 1991

MEMORANDUM

TO: File 61-07316 / Vernial Hawkes
FROM: Brenda Chapman
DATE: July 11, 1995
RE: Recommendation Adjustment(s)

=====

The final licensing recommendations for the above referenced water right are based on the information below:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use	Rate of Div	Annual Vol
Irrigation	4-01 to 10-31	4.22	Listed in Remarks [1320 af]

The irrigation season dates and annual diversion volume are the current standards.

COLLINS TUBE MEASUREMENT

DATE: 6/1/91

OWNER: Veria D Hawks 61-7316

CIRCUMFERENCE: _____ OUTSIDE R: .42

PIPE THICKNESS: _____ INSIDE R: .40

FACTOR	Mr (IR Factor)	Mp	Velocity
0.949	.38	.96	8.42
0.837	.33	.91	8.46
0.707	.28	.86	8.50
0.547	.22	.80	8.52
0.316	.13	.71	8.34
0.316	.13	.71	8.15
0.547	.22	.80	8.18
0.707	.28	.86	8.43
0.837	.33	.91	8.46
0.949	.38	.96	8.45

$\bar{V} = 8.39$

$M_p = P + M_r - O.R.$ where P is chosen reference point
on collins tube

$Q = \bar{V} \pi (IR)^2 = 4.22 cfs - 1893 gpm$

Pumping level _____ Pump Type Layne Boulder

Time Operating 24 hrs RPM _____

Pressure at discharge 41 psi Rated Flow _____

Pump motor type _____ GPM _____

Serial No. _____ Head _____

Horsepower 350 Access Port _____

RPM 1775 Yes X

Meter Constants No _____

K = _____ Location SW side

Kh = _____

Revolutions _____

Time (seconds) _____

Voltage _____

Amperage _____

L1 _____ L2 _____ L3 _____

AUG 06 1991

T286
401

1 NHEL
20.2

2 NHEL
14.8

3 NHEL
30.0

5

8

8 NHEL
11.2

1 NHEL
54.7

2 NHEL
28.3

3 NHEL
41.7

4 NHEL
25.5

5 NHEL
37.1

P/D

9 NHEL
39.6

7 NHEL
36.0

7

10 NHEL
34.2

11 NHEL
34.2

17

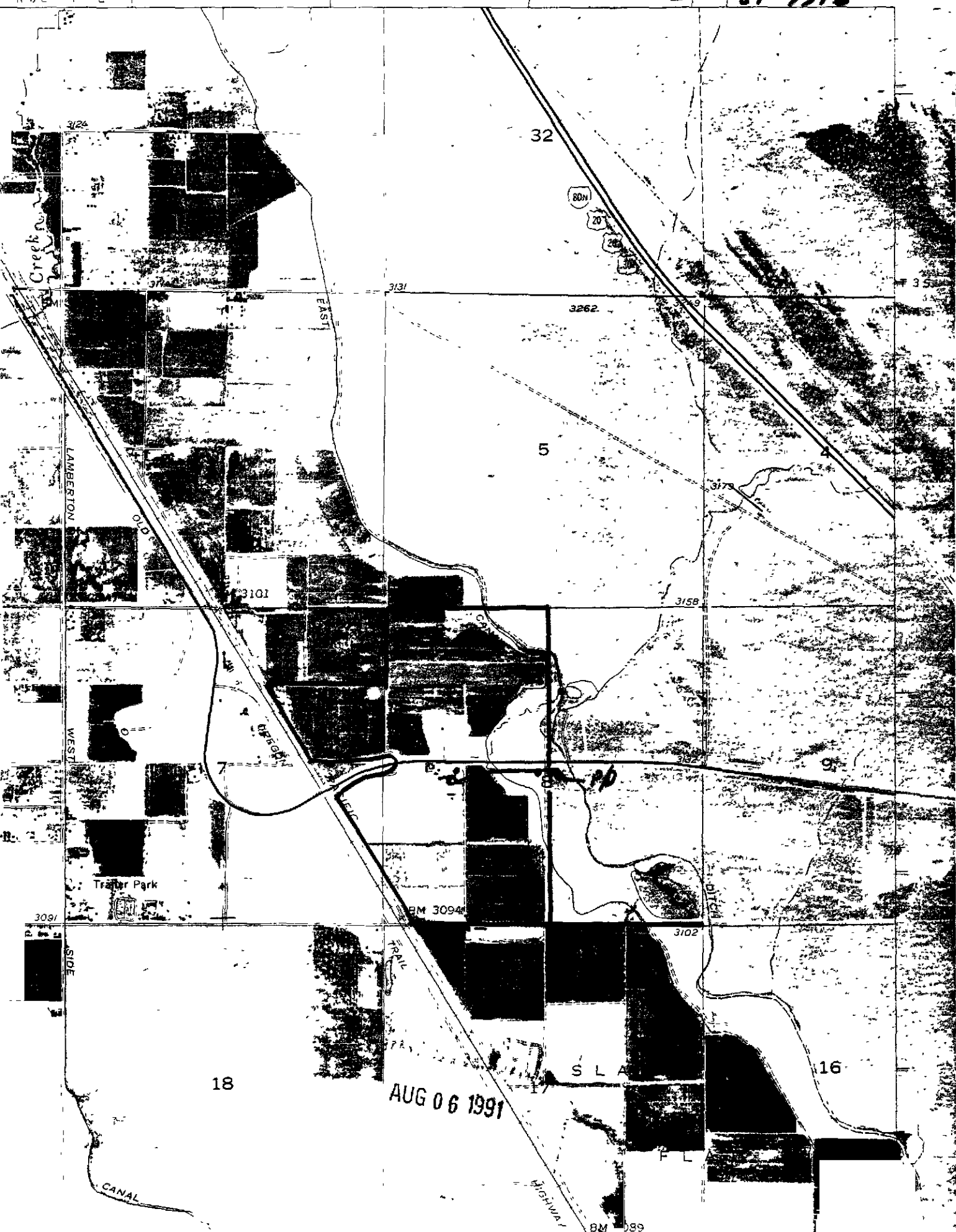
RECEIVED
401 16 1991

R 6 E P 7 E

61-7316

43°07'

530 000
FEET



AUG 06 1991

S L A

16

18

BM 3099

CANAL

Highway

F L

TRAIL

BM 3094

Trailer Park

WEST SIDE

EAST

Creek



61-7316

RECEIVED
AUG 06 1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

February 7, 1995

ROBERT & DIANNA BENNETT
960 N 13TH E
MOUNTAIN HOME ID 83642

RE: Permit No. 61-07316

Dear Mr. & Mrs. Bennett:

I recently received a 'New Property Owner Notice of Change of Water Right Ownership' form on the above referenced permit.

In Idaho, a permit is considered personal property and can only be assigned by the owner of record. Our records identify Vernial D. Hawkes as owner of the permit. The assignment submitted was not signed by Mr. Hawkes and, therefore, is not acceptable.

As of July 1, 1994, the assignment of a permit must be accompanied by a \$25.00 filing fee. Assignments of permits are not acceptable without filing fees.

I am returning the 'New Property Owner Notice of Change of Water Right Ownership' form to you. I have enclosed a partially completed assignment of permit form which Vernial D. Hawkes may sign. Please resubmit the assignment with the filing fee to my attention at the above address.

If you have any questions, please feel free to contact me directly at (208) 327-7944.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Zimmerman".

Cindy Zimmerman
Water Resource Agent

Enclosures

July 16, 1991

VERNIAL D. HAWKES
RT 1 BOX 766
MOUNTAIN HOME ID 83647

Dear Mr. Hawkes:

Re: Permit No. 61-7316

This office acknowledges receipt of the proof of beneficial use form submitted for this permit.

A field exam has been conducted and received by Sherl L. Chapman. The department will review his report and notify you of his recommendations for licensing.

If you have any questions, please contact this office.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

c: W. Region

MAILED
AUG 06 1991

May 3, 1991

VERNIAL D. HAWKES
RT. 1 BOX 766
MOUNTAIN HOME, ID 83647

LAPSE NOTICE

RE: PERMIT NO. 61-07316

Dear Permit Holder:

You are hereby notified that under the provisions of Section 42-218A, Idaho Code, the above referenced permit has lapsed and is of no further force nor effect. The department provided the proper forms to you in our proof due notice dated February 28, 1991. No further construction or additional development is authorized under this permit unless it is reinstated.

The permit can only be reinstated if you submit an acceptable proof of beneficial use or an acceptable request for extension of time to the department within sixty (60) days of the mailing of this lapse notice. An acceptable proof of beneficial use submittal must include the examination fee or a completed field examination report. A request for extension of time must be accompanied by a fifteen dollar (\$15) fee.

Enclosed again for your use are a proof of beneficial use form and a request for extension of time form. Please note that only one extension of time can be granted unless the project has not been completed because of lack of a necessary approval by a government agency or by litigation which may bring title to the water in question.

L. GLEN SAXTON
Chief, Water Allocation Bureau

LGS:rf

Enclosures

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AUG 06 1991

CERTIFICATION OF MAILING

I hereby certify that on 5-8-91
a copy/an original of this document was
deposited in the United States mail,
postage prepaid addressed to the
individual(s) named above.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

USE TYPEWRITER OR
BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER

Name Vernal D. Hawkes
Address Rt. 1, Box 766, Mtn. Home, ID 83647
Owner's Permit No. Drilling 61-91-Z-011 Water Right 61-7316

7. WATER LEVEL

Static water level 320 feet below land surface.
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by. ☐ Valve ☐ Cap ☐ Plug
Temperature _____ °F. Quality _____
Describe artesian or temperature zones below

2. NATURE OF WORK

- ☒ New well ☐ Deepened ☐ Replacement
☐ Well diameter increase
☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)

8 WELL TEST DATA

☐ Pump ☐ Bailer ☐ Air ☐ Other _____

Discharge G.P.M.	Pumping Level	Hours Pumped

3. PROPOSED USE

- ☐ Domestic ☒ Irrigation ☐ Test ☐ Municipal
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type)

9. LITHOLOGIC LOG

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
20	0	4	Gray lava		
"	4	10	Brown lava		
20-14	10	20	Gray lava		
14	20	43	Brown lava		
"	43	49	Brown cinders		
"	49	50	Brown lava & cinders		
"	50	56	Brown cinders		
"	56	61	Brown cinders & water talc	X	
"	61	78	Gray lava		
"	78	80	Brown & Black cinders		
"	80	85	Brown clay		
"	85	87	Brown cinders		
"	87	95	Gray lava		
"	95	115	Gray lava & brown cinders		
"	115	120	Gray lava		
"	120	124	Black cinders		
"	124	125	Gray lava		
"	125	127	Black cinders		
"	127	138	Gray lava		
"	138	235	Lost circulation		
"	235	236	Caving black cinders		
"	236	243	Gray lava		
"	243	247	Black cinders		
"	247	261	Gray lava (hard)		
"	261	270	No return (soft)		
"	270	387	Lost circulation		
"	387	438	Brown & Black cinders	X	
"	438	455	Gray lava & cinders		
"	455	460	Brown lava		
"	460	470	Brown cinders	X	
"	470	490	Gray lava & cinders	X	
"	490	505	Gray lava		
14	505	515	Gray lava & cinders	X	

4. METHOD DRILLED

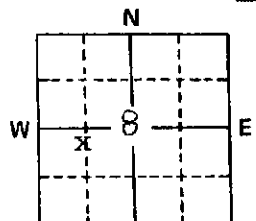
- ☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary
☐ Cable ☐ Dug ☐ Other _____

5. WELL CONSTRUCTION

Casing schedule. ☒ Steel ☐ Concrete ☐ Other _____
Thickness Diameter From To
.250 inches 14 inches + 1.5 feet 18.5 feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
Was casing drive shoe used? ☐ Yes ☒ No
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☐ Yes ☒ No
How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun
Size of perforation _____ inches by _____ inches
Number From To
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? ☐ Yes ☒ No
Manufacturer's name _____
Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth 18.5 Material used in seal. ☐ Cement grout
☒ Bentonite ☐ Puddling clay ☐ _____
Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing
☒ Overbore to seal depth
Method of joining casing: ☐ Threaded ☐ Welded ☐ Solvent
Weld
☐ Cemented between _____
Describe access port _____

6. LOCATION OF WELL

Sketch map location must agree with written location.



County Elmore

NW ¼ SW ¼ Sec 8 T 4 S ☒ R. 7 W ☐

Subdivision Name Department of Water Resources

Lot No. _____ Block No. _____

DRILLERS CERTIFICATION

I/We certify that all minimum well construction standards were
complied with at the time the rig was removed.

Firm Name Hiddleston & Son, Inc Firm No. 35

Address Mtn. Home, ID Date 4/23/91

Signed by (Firm Official) [Signature]

and
(Operator) [Signature]

7/90

Drilling Permit No. 61-91-2-011Water Right Permit No. 61-7316

Injection Permit No. _____

State of Idaho
Department of Water Resources

APPLICATION FOR DRILLING PERMIT

1. Applicant (please print) Vernia D. Hawkes2. Mailing Address RT 1 Box 766. Mtn. Home, ID. 83647Telephone 587 5088☒ Well Owner ☐ Well Operator ☐ Other, specify _____3. Proposed well location NW 1/4 SW 1/4, or Gov't Lot No. _____Sec. 8, Twp. 4S, Rge. 7E, County Elmore

Street Address of Well Site _____

Lot, block and subdivision _____

4. Proposed use of well:

*Note: The W/U on this drilling permit differs from the water right.
An amendment to the water right will be made later.*

- ☐
- Domestic: The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

- ☒
- Non-Domestic: Any beneficial use not included within the definition of domestic.

☐ Injection

- ☐
- Monitoring - A well bore schematic and map is required for each well.
-
- No. of proposed wells: _____

5. Well construction information:

A. ☒ New well ☐ Deepen ☐ Replace - See Condition 9B. Proposed Surface Diameter 14" Proposed Maximum Depth 600'

C. Anticipated bottom hole temperature:

- ☒
- 85°F or less (Cold water well)
-
- ☐
- 85°F to 212°F (Low temp. geothermal well)
-
- ☐
- 212° or more (Geothermal well)

6. Construction Start Date 4 April 19917. Anticipated Well Driller Hiddleston Drilling

NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's signature Theresa HawkesDate 4 April 1991Title Owner

(Owner, Firm Representative, Other)

MICROFILMED
AUG 06 1991

ACTION OF THE DEPARTMENT OF WATER RESOURCES

This Permit is Approved Date 4/4/91

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. READ CAREFULLY!

GENERAL CONDITIONS:

1. The well must be constructed in compliance with the applicable statutes, specific conditions of approval shown on the water right permit, injection well permit, transfer or amendment and the rules and regulations of the Department for water appropriation, injection wells and well construction standards.
2. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
3. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
4. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
5. Approval of this drilling permit does not authorize trespass on the land of another party.
6. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
7. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
8. If a bottom hole temperature of 85° or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
9. If this permit is for a replacement well, the well being replaced must be abandoned in accordance with Department Rules and Regulations.

SPECIFIC CONDITIONS:

Stump 1 RENE GP Manager
Signature of Authorized Department Representative Title

Receipt No. 000012 Received by lt Fee 200⁰⁰ Date 4-4-91 **RECEIVED**

AUG 06 1991

EXTENSION OF DRILLING PERMIT

Extension approved by _____ Approval Date _____

This extension is good for 60 days beyond the above extension approval date.

138150
February 28, 1991

VERNIAL D. HAWKES
RT. 1 BOX 766
MOUNTAIN HOME, ID 83647

PROOF DUE NOTICE
RE: PERMIT NO. 61-07316

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before May 1, 1991. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

Rita Fleck
Secretary/Records Manager

Enclosures

RECEIVED

AUG 06 1991

July 31, 1989

RE: Permit No. 61-7316

Vernal D. Hawkes
Rt. 1, Box 766
Mtn. Home, ID 83647

Dear Mr. Hawkes:

Enclosed is an order that authorizes you to continue development under permit to appropriate water no. 61-7316. Please note in condition #1., page two of the order that you must develop your system and beneficially use the water prior to May 1, 1991. Failure to beneficially use the water before May 1, 1991 could result in a loss of your water right permit.

Also enclosed is a copy of the approved Extension of Time request. Please note the conditions of approval contained in your permit and the continuation order. You must comply with the conditions to fully complete beneficial use.

Sincerely,

TIM LUKE
Sr. Water Resource Agent

TL:hm

Enclosures

RECEIVED

AUG 23 1989



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

May 31
~~June 26~~, 1989

Mountain Home News
P.O. Drawer 0
Mtn. Home, ID 83647

Dear Legal Department:

Enclosed you will find legal notices which we wish to have published on June 8 and June 15, 1989 (once a week for two consecutive weekly issues) in your newspaper. If your paper is published weekly, the notices must appear in the issue that is distributed during the weeks of June 5 and June 12. If you cannot publish the notices 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 billing to the office below before June 23, 1989.

Idaho Department of Water Resources
1301 North Orchard St.
Statehouse Mail
Boise, ID 83720

Sincerely,

HEIDI M. MIKEL
Secretary

MICROFILMED

AUG 23 1989

NOTICE OF EXISTING
WATER RIGHT PERMIT

PERMIT NO. 34-7239
Presently Recorded as Follows:

Name: VERNIAL D. HAWKES
Address: RT. 1 BOX 766
MTN. HOME ID 83647
Source: GROUNDWATER
Diversion Pt.: SENW SEC. 8 T4S R7E
ELMORE COUNTY
Use: IRRIGATION (6.60 CFS)
Priority: 3/14/1977
Place of Use: SENW, S1/2NW, SW1/4,
SWSE SEC. 8;
SENE, NESE SEC. 7 T4S R7E
Total Acres: 330

Of the 330 acres described, this permit proposed supplemental supply to 280 acres and full supply to 50 new acres. This permit was not developed by July 1, 1985, and is being reprocessed in compliance with Section 42-203D, Idaho Code. Protests against the continuance of the permit must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, ID 83720 on or before June 26, 1989. A protest must overcome the presumption of Water Appropriation Rule 5,2,1.

R. Keith Higginson, Director

MICROFILMED

AUG 23 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRUST WATER INFORMATION QUESTIONNAIRE

RECEIVED
MAY 03 1989

Department of Water Resources

PERMIT NO. 61-7316

IF YOU ARE NOT INTERESTED IN HAVING YOUR PERMIT PROCESSED,
PLEASE COMPLETE AND RETURN THE ENCLOSED RELINQUISHMENT FORM.

INSTRUCTIONS: Please answer the following questions as
thoroughly as possible and submit the \$20.00 readvertisement
fee if applicable.

1. Did irrigation occur on the lands identified under your
permit prior to July 1, 1985? Yes _____ No X

If yes, you are requested to submit clear evidence that shows the
number and location of acres irrigated.

Aerial photographs taken prior to July 1, 1985, located in area
ASCS offices, are best forms of evidence. Photos submitted to the
the Department must be accompanied by a signed statement from an
ASCS representative which verifies the photo date and that the
lands were irrigated prior to July 1, 1985. If ASCS does not have
photos for the land and/or time in question, you must have the ASCS
provide the Department with a statement that photos are not avail-
able and then proceed to submit other forms of suitable evidence.

2. Please state the number of acres you have irrigated under this
permit since July 1, 1985. None

3. If you have not irrigated lands under this permit, please
state the number of acres you plan to complete. 330 Total Owned.

NOTE: You must submit the \$20.00 readvertisement fee if any or
all of the lands were not irrigated before July 1, 1985.

4. If the permit is a supplemental filing please identify other
water rights which are used on the same land.

Mountain Home Irrigation District surface
water.

Use the reverse side of this form if you wish to add any comments.

I hereby assert that the responses provided above are true to the
best of my knowledge. I understand that any willful misrepresentations
may result in voiding of the application.

Permit Holder

Ernie D. Harvey

Date 2 May 1989

RECEIVED

AUG 23 1989

MEMORANDUM

TO: FILE/PERMIT NO. 61-7316

FROM: TIM LUKE

RE: SWAN FALLS PROCESSING/ACCOUNTING OF TRUST ACRES

DATE: 5-25-89

=====

Review of the file shows that a request for extension of time was filed in April of 1987. On that request, the permit holder stated that 280 of the 330 acres described under the permit are irrigated with water from the Mt. Home Irrigation District and that the groundwater source was proposed as a supplemental source.

Review of the department's 7.5 min 1974 orthophoto quad for this area confirms that approximately 280 acres were irrigated at that time.

The permittee's response to the attached trust water questionnaire indicates that the groundwater source has not yet been developed.

It is recommended that the department advertise this permit as a trust water filing with the source providing supplemental water to 280 acres and a new supply of water for 50 new acres.

RECEIVED

AUG 23 1989



State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - [REDACTED]

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

April 6, 1989

RE: PERMIT NO. 61-7316

Dear PERMIT HOLDER:

Due to the Swan Falls litigation, development proposed by the enclosed permit may have been delayed. The Department is presently reviewing the permit and may authorize completion of development proposed under the permit.

The purpose of this letter is to determine: (1) the extent of development under the permit, and (2) your continued interest in developing or completing development under the permit.

Enclosed are two forms which will help the Department expedite the reprocessing of the permit.

Please complete and return the enclosed questionnaire if you wish to continue with your plans of development or have completed all or a portion of your development before July 1, 1985.

Please complete the enclosed relinquishment form and return it to the Department if you have abandoned or have no interest in continuing with your plans for development of the project.

If the entire project was not completed prior to July 1, 1985, and you still wish to proceed with your plans of development, then you must submit a \$20.00 re-advertisement fee to the Department as required by Water Appropriation Rule 4,2,3. and Section 42-221F, Idaho Code.

Failure to return the questionnaire and pay any required re-advertisement fee within thirty (30) days of the date of this letter is cause for the Department to cancel the permit.

If the incomplete portion of your project is for irrigation of more than 200 acres, the Department will issue a notice requesting additional information as required by Water Appropriation Rule 4.5. (copy enclosed).

RECORDED

AUG 23 1989

Page 2

If you have questions concerning the content of this letter or about completing the forms, please contact Tim Luke at the address below or by calling directly at 327-7864. The enclosed forms and all other relative information must be returned within thirty (30) days to:

Idaho Department of Water Resources
Statehouse Mail
Boise, Idaho 83720
Attn: Tim Luke - Water Allocation/Trust Water

Please note that a copy of your permit is enclosed. The permit number is shown on the enclosed questionnaire.

Sincerely,

TIM LUKE
Sr. Water Resource Agent

Enclosures

~~CONFIDENTIAL~~

AUG 13 1985

May 26, 1987

Vernial D. Hawkes
Rt. 1 Box 766
Mountain Home, ID 83647

Dear Mr. Hawkes:

Re: Permit No. 61-7316

The department has reviewed the request for extension of time submitted in connection with the above referenced permit. The department will hold the request without action until the permit is reprocessed in compliance with the provisions of Sec. 42-203D, Idaho Code. Upon completion of reprocessing, an appropriate development period will be granted if the permit is to be continued.

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

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

cc: Region

MAILED

AUG 23 1989

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL
FEBRUARY 28, 1987

HAWKES, VERNIAL D.
RT. 1 BOX 766
MOUNTAIN HOME, ID 83647

138789

PROOF DUE NOTICE

RE: PERMIT NO. 61-7316

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF THE ABOVE REFERENCED WATER PERMIT WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE MAY 1, 1987. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST.) ENCLOSED IS A FORM WHICH WHEN ACCOMPANIED BY THE LICENSE EXAMINATION FEE OR A COMPLETED FIELD EXAMINATION REPORT PREPARED BY A CERTIFIED WATER RIGHT EXAMINER MAY BE USED TO SUBMIT THE REQUIRED PROOF.

IF YOU HAVE NOT FULLY COMPLETED YOUR PROJECT, AND YOU OR A PREVIOUS OWNER OF THIS PERMIT HAVE NOT RECEIVED A PRIOR EXTENSION OF TIME, YOU MAY REQUEST AN EXTENSION OF TIME IF THE DELAY IS FOR REASONABLE CAUSE AS PROVIDED IN SECTION 42-204, IDAHO CODE. IF YOU HAVE BEEN PREVENTED FROM PROCEEDING BY A GOVERNMENTAL AGENCY OR BY LITIGATION WHICH MIGHT BRING TITLE TO THE WATER IN QUESTION, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. AN EXTENSION OF TIME REQUEST FORM IS ENCLOSED FOR YOUR CONVENIENCE.

EITHER AN ACCEPTABLE PROOF OF BENEFICIAL USE SUBMITTAL OR AN ACCEPTABLE REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE NOR EFFECT.

SINCERELY,

HITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

RECEIVED

AUG 23 1989



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

ACCORDING TO OUR RECORDS, YOU ARE THE HOLDER OF A WATER PERMIT ON WHICH PROOF OF BENEFICIAL USE OF WATER WAS NOT SUBMITTED BEFORE JULY 1, 1985, WHICH INDICATES YOUR PROJECT IS NOT COMPLETE. THEREFORE, YOU NEED TO BE AWARE OF CHANGES IN IDAHO LAW, EFFECTIVE JULY 1, 1985, WHICH IMPACT ALL WATER PERMITS ISSUED BY THIS DEPARTMENT.

SPECIFICALLY, PURSUANT TO SECTION 42-203D, IDAHO CODE, THE DEPARTMENT MUST REVIEW ALL PERMITS FOR WHICH DEVELOPMENT OF WATER USE WAS NO COMPLETED ON OR BEFORE JULY 1, 1985, TO DETERMINE IF THEY MEET THE NEW REQUIREMENTS OF CHAPTER 2, TITLE 42, IDAHO CODE. RULES AND REGULATIONS GOVERNING THE RE-EVALUATION OF PERMITS ARE NOT YET FINALIZED. HOWEVER, IF YOU COMPLETED THE DEVELOPMENT UNDER YOUR PERMIT BEFORE JULY 1, 1985, YOU SHOULD SUBMIT A PROOF OF BENEFICIAL USE STATEMENT, STATING THAT THE PROJECT WAS COMPLETED BEFORE JULY 1, 1985 SO THAT YOUR PERMIT WILL NOT BE SUBJECT TO THE REVIEW REQUIREMENTS OF SECTION 42-203D, WHICH READS AS FOLLOWS:

42-203D. REVIEW OF PERMITS - OPPORTUNITY FOR HEARING. - (1)THE DEPARTMENT SHALL REVIEW ALL PERMITS ISSUED PRIOR TO THE EFFECTIVE DATE [JULY 1, 1985] OF THIS SECTION, EXCEPT TO THE EXTENT A PERMIT HAS BEEN PUT TO BENEFICIAL USE PRIOR TO JULY 1, 1985, TO DETERMINE WHETHER THEY COMPLY WITH THE PROVISIONS OF CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PROPOSED USE DOES NOT SATISFY THE CRITERIA OF CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL EITHER CANCEL THE PERMIT OR IMPOSE THE CONDITIONS REQUIRED TO BRING THE PERMIT INTO COMPLIANCE WITH CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PERMIT SATISFIES THE CRITERIA ESTABLISHED IN CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL ENTER AN ORDER CONTINUING THE PERMIT.

(2)THE DEPARTMENT SHALL PROVIDE AN OPPORTUNITY FOR HEARING IN ACCORDANCE WITH SECTION 42-1701A, IDAHO CODE, AND SECTIONS 67-5209 THROUGH 67-5215, IDAHO CODE, FOR EACH HOLDER OF A PERMIT THAT IS PROPOSED EITHER TO BE CANCELLED OR MADE SUBJECT TO NEW CONDITIONS.

YOU MAY OBTAIN PROOF OF BENEFICIAL USE FORMS FROM THE DEPARTMENT. IF YOU HAVE ANY QUESTIONS, PLEASE LET US KNOW.

SINCERELY,

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

MICROFILMED

AUG 23 1989

March 12, 1982

Vernial D. Hawkes
Rt. 1 Box 766
Mountain Home, ID 83647

Dear Sir

Re: Permit No. 61-7316

Enclosed is a copy of the approved request for extension of time. The time within which to submit the statement of beneficial use is extended to May 1, 1987.

Also enclosed is receipt No. 22622 in the amount of \$15.00.

Sincerely

Rita Fleck
Sr. Secretary

ccp

Enclosures

138450

February 28, 1982

Vernial D. Hawkes
Route 1, Box 766
Mountain Home, ID 83647

Dear Mr. Hawkes:

One of the conditions of approval of your water permit No. 61-7316 was that evidence of the extent of development must be submitted to this office on or before May 1, 1982. (See the last page of your permit). Enclosed is a postcard which may be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted. A request for extension of time form is enclosed for your convenience. Please note that a fee of \$15.00 must be submitted with this form.

Either the beneficial use postcard or a request for an extension of time must be received by this department on or before the above-mentioned date, otherwise, the permit will lapse and be of no further force or effect within sixty days.

Sincerely,

RITA I. FLECK
Sr. Secretary

Enclosures

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

Dear Wateruser:

The enclosed Order changes the measuring device condition of approval on your water right permit.

The changed condition is less restrictive and provides you the option to install an access port or have your system measured and certified by a professional engineer. Instructions for access port installation are also enclosed.

If you have questions regarding this matter, please contact the regional office nearest to you.

Sincerely,

DAVID R. TUTHILL JR., P. E.
Supervisor, Water Allocations Section

DRT:jg

Enclosures

NORTHERN REGION OFFICE
Route #5, Box 203, Government Way
Coeur d'Alene, Idaho 83814
Telephone 667-6484

EASTERN REGION OFFICE
150 Shoup Avenue
Idaho Falls, Idaho 83401
Telephone 525-7161

SOUTHERN REGION OFFICE
1041 Blue Lake Boulevard North
Twin Falls, Idaho 83301
Telephone 734-3578

WESTERN REGION OFFICE
92 South Cole Road
Boise, Idaho 83709
Telephone 334-2190

MICROFILMED

May 10, 1977

Re: Permit No. 61-7316

Vernial D. Hawkes
Route #1, Box 766
Mountain Home, ID 83647

Dear Mr. Hawkes:

Enclosed is a copy of your approved Application for Permit No. 61-7316. 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

Enclosure: Copy of permit

MICROFILMED

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that VERNIAL D. HAWKES,
Route 1, Box 766 Mountain Home, ID
has on March 14, 1977 submitted Application No. 61-7316
for a permit to appropriate 6.60 cubic feet per second ~~XXXXXX~~
~~XXXXXX~~ of water from a groundwater source
by means of well, motor, pump & pipes
within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 8 T4S-R7E B.M., Elmore County
to be used from Mar 15 to Nov 15
for irrigation of 330 acres
within the S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 8; SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 7 T4S-R7E B.M.

If issued, this permit will be subject to all prior water rights. Pro-
tests against the granting of the permit must be filed with the Idaho Depart-
ment of Water Resources, 92 South Cole Road, Boise, Idaho 83705 on or before
April 11, 1977.

R. KEITH HIGGINSON

Director

Published in the Mountain Home News, Mountain Home, ID
March 24, 31, 1977.

MICROFILMED



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
WESTERN REGION

Cecil D. Andrus
Governor

R. Keith Higginson
Director

92 South Cole Road
Boise, Idaho 83705
(208) 384-2190

March 18, 1977

Re: Notice of Claim to a Water Right No. 02-4024 - Edward T. Potucek
Notice of Application for Water Permit No. 61-7316 - Vernal D. Hawkes
61-7315 - David C. &/or Lois
H. Spencer
61-7314 - Gene &/or Margaree
Scantlin

Mountain Home News
P. O. Drawer 0
Mountain Home, ID 83047

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. 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. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due after allowing all just credits and that no part of the same has been paid."

(Signature of Claimant)

Please send the affidavit of publication and publication billing to this office before April 11, 1977.

Sincerely,

Bill submitted
4-11-77
y

MICROFILMED

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that VERNAL D. HAWKES, Route 1, Box 766 Mountain Home, ID has on March 14, 1977 submitted Application No. 61-7816 for a permit to appropriate 6.60 cubic feet per second of water from a ground-water source by means of well, motor, pump, & pipes within the SE 1/4 NW 1/4 Sec 5 T4S-R7E B.M., Elmore County to be used from Mar 15 to Nov 15 for irrigation of 330 acres within the S 1/4 NW 1/4, SW 1/4, SW 1/4 SE 1/4 Sec 8; SE 1/4 NE 1/4, NE 1/4 SE 1/4 Sec 7 T4S-R7E 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, 92 South Cole Road, Boise, Idaho 83705 on or before April 11, 1977.

R. KEITH HIGGINSON
Director

Published in the Mountain Home News, Mountain Home, ID March 24, 31, 1977.

OK
4-11-77
[Signature]

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, Lloyd S. Waters do solemnly swear that I am the foreman, or publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation, published once a week at MOUNTAIN HOME, IDAHO, that the notice attached hereto and which is a part of the proof of publication thereof, was published in said newspaper for

2 consecutive weeks, the first publication having been made on the 24 day of March, 1977, and the last publication having been made on the 31 day of March, 1977; every Thursday issue of the paper

during the period and time of publication and that the notice was published in the newspaper proper and not in a supplement thereof.

And I further swear that the said MOUNTAIN HOME NEWS has been continuously and, uninterruptedly published in said Elmore County during a period of 78 consecutive weeks prior to the first publication of the attached notice.

Lloyd S. Waters

Subscribed and sworn to me this 31 day of March, 1977

[Signature]
Notary Public

MICROFILMED