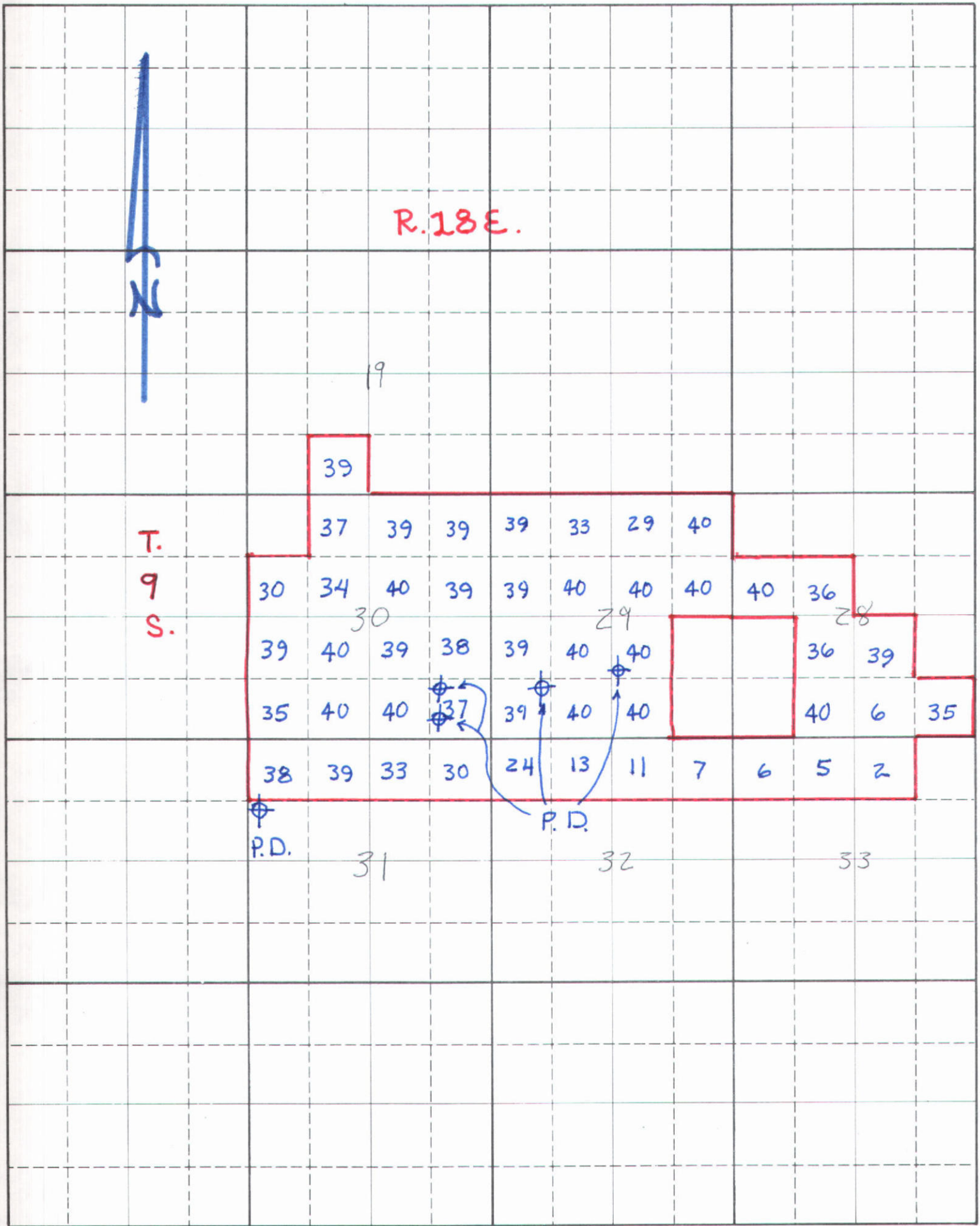


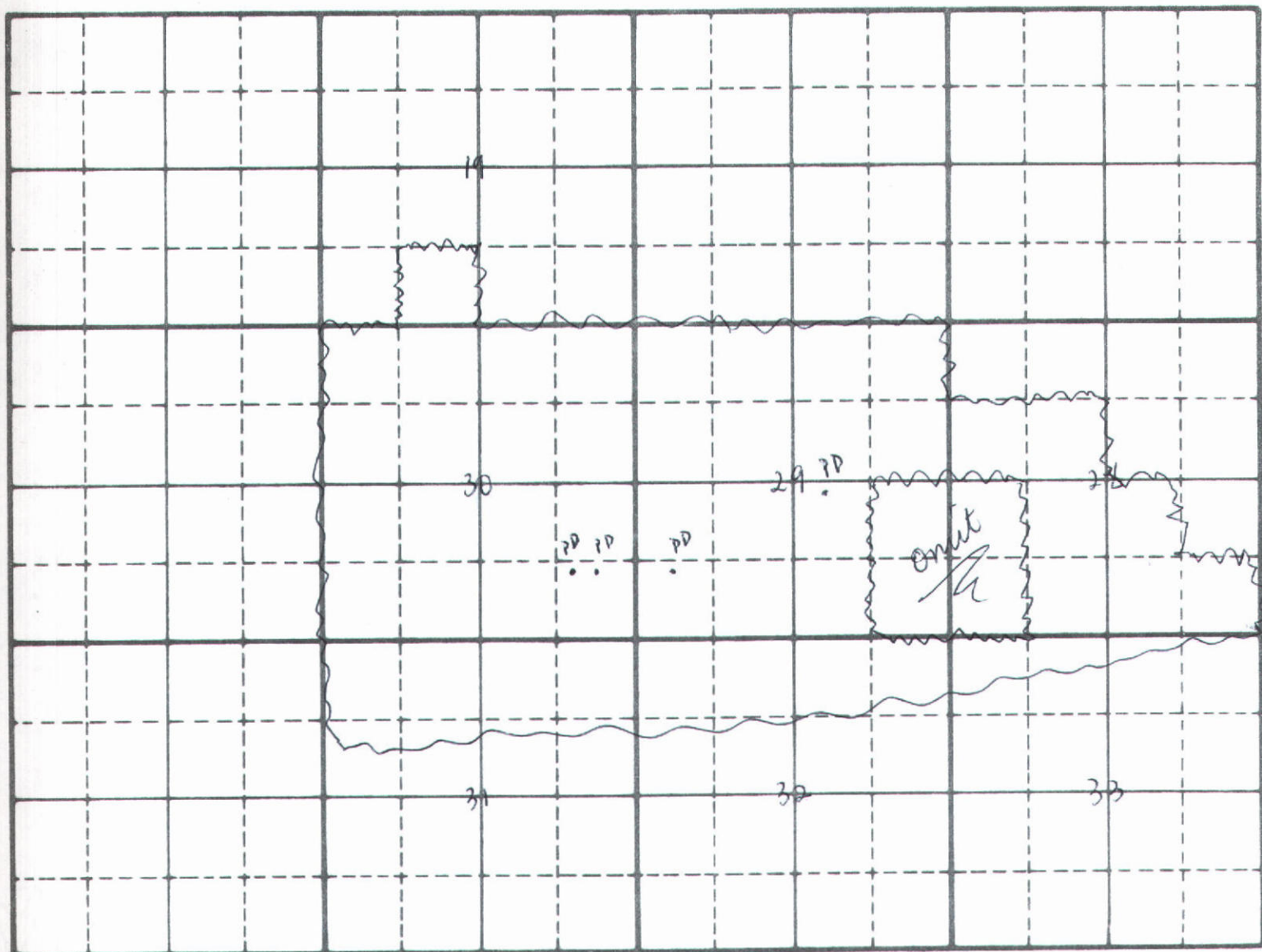
- b. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



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

PROFILMED

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holders own risk.

Signed at Burley, Idaho, this 12th day of September, 19 73.

Riviera Farms Inc (Paul Spauldus)
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration,

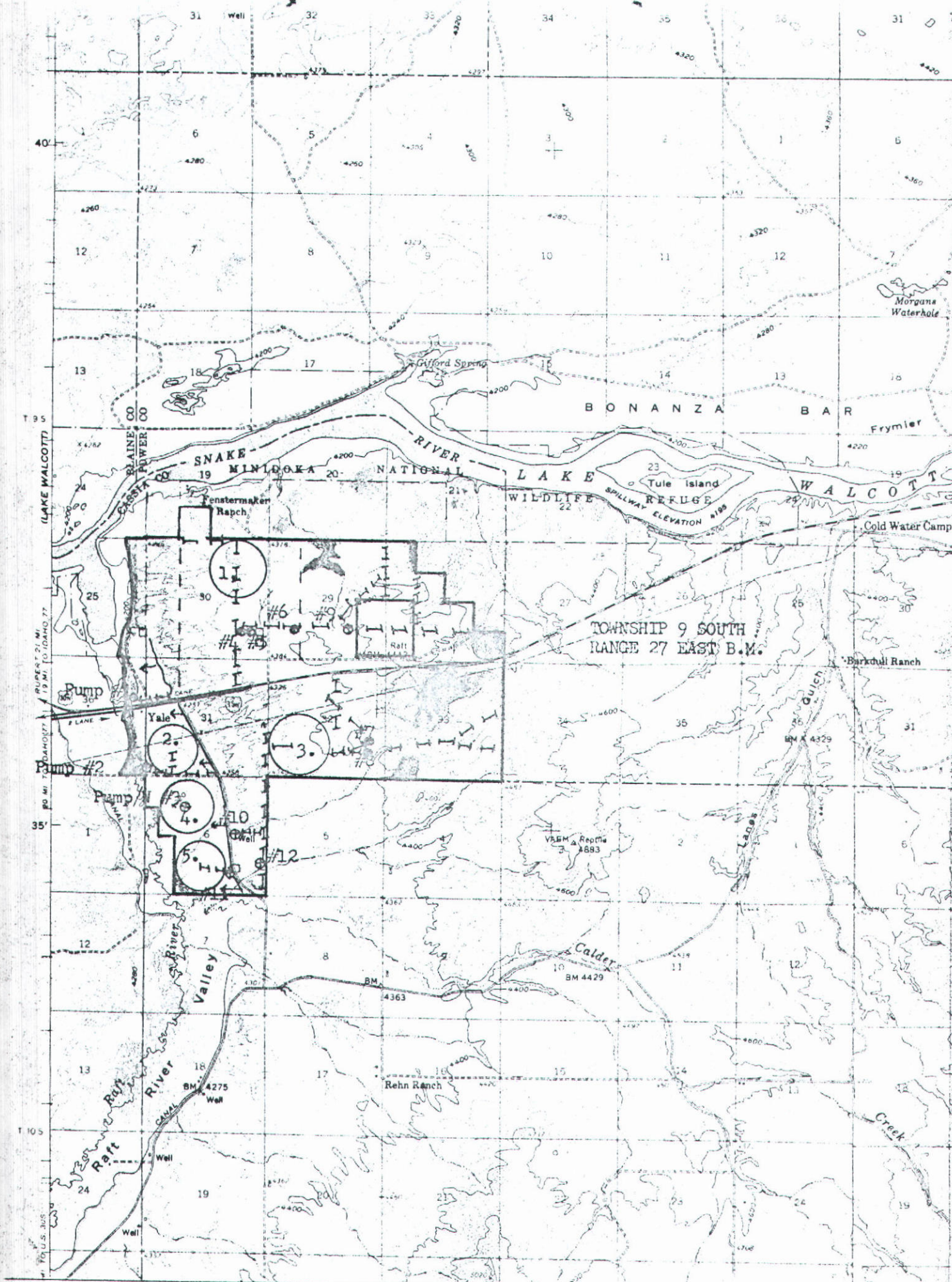
hereby approve the above application for amendment for Permit No. 47-7143. Since this amendment requests an enlargement of the original permit, the approval constitutes a new permit and, therefore, the priority is advanced to September 17, 1973.

The maximum rate of diversion shall not exceed 6.0 cfs or 1400 acre feet per year.

Witness my hand this 22 day of September, 19 73.

R. Keith Higginson
Director

7504 84



Applicant Riviera Farms Inc.	Acreage 4117 Acres	Appraiser's Initials LL
State Idaho	County Cassia	Date 1 May 1973
		Scale 1" Per Mile

- Yellow** - Cult. Land - **Crested Wheat**

Green - Woods and Timber

Blue - Native Map

Brown - Permanent Pasture - **Dry Farmland**

Orange - Groves, Orchards & Vineyards

□ - Buildings

Other - Designate other features: i.e. ages of trees & vines by blocks, soil bank land, machine leveled land, waste land, wind machines, power lines, telephone lines, etc.

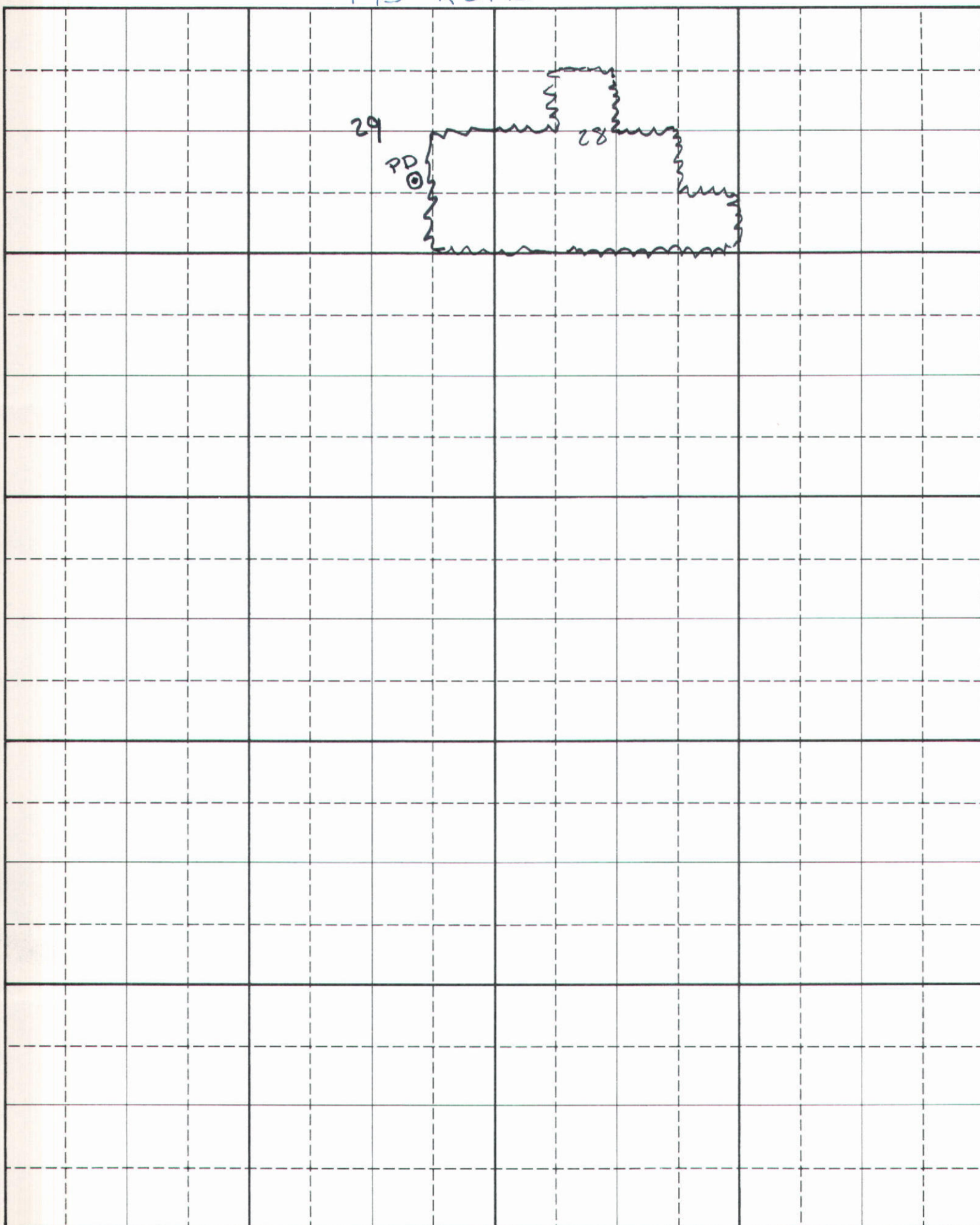
LEGEND

 - Rivers, Streams, etc. (Blue)
 - Roads (Red)
 - - - Barbed Fences
 - - - Woven Fences
 - W/P Well and Windmill
 - W/P Well and Pump
 - Drainage Pumps
 - - - Drainage Ditches
 - ⊗ Irrigation Wells
 - Concrete Irrigation Canals
 - - - Dirt Irrigation Ditches
 - - - Underground Irrigation Pipe
 - Railroad
 - Levee
 - Alum. Pipeline

FARM PLAT CONNECTICUT GENERAL LIFE INSURANCE COMPANY

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

T9S R27E



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.

Gordon F. Hedigg Pres.
(Applicant)

43 7052

RECEIVED

JUL 10 1973

Department of Water Administration
South Idaho District Office

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia,)
) ss.
STATE OF IDAHO)

Ruth Chambers, being first

duly sworn, deposes and says that she is the

Bookkeeper of the South Idaho Press, a daily newspaper published at Burley, Idaho, in the county aforesaid and that the paper is of general circulation therein. Deponent further states that the printed notice attached hereto was duly published according to law in the regular editions of

The South Idaho Press for 2 consecutive weeks, commencing with the issue

dated July 10 1973, and ending

with the issue dated July 17 1973.

Ruth Chambers

Subscribed and sworn to before me

this 18th day of July

1973.

Edith Raustadt Notary Public

Cost of Publication 11.90

Notary Fee

Total Cost

My commission expires October 23, 1975

73-218

**NOTICE OF APPLICATION FOR
WATER PERMIT**

Notice is hereby given that Riviera Farms Inc. Box 789, Burley, ID has on July 2, 1973 submitted Application No. 45-7143 for a permit to appropriate 6.0 cubic feet per second of water from groundwater by means of a well and pump within the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, T. 9S, R. 27E; B.M., Cassia County to be used from Mar. 15 to Nov. 15 for irrigation of 400 acres within the E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 28; T. 9S, R. 27E, 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 Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301 on or before July 27, 1973.

R. KEITH HIGGINSON

Director

Published in the South Idaho Press on July 10 and July 17, 1973.

43 7052

NAME OF APPLICANT.....

Form No. 0

2567-1583A @ 6.0
2568-1544A @ 6.0 = 14.37
2579-1544 @ 2.37

7052-1513 @ 5.37 = 19.74

19

20

21

39

37

39

39

39

33

29

40

30

34

40

39

39

40

40

40

40

36

30

29

28

39

40

39

31

39

40

40

36

39

35

40

40

37

39

40

40

40

6

35

38

39

33

30

24

13

11

7

6

5

2

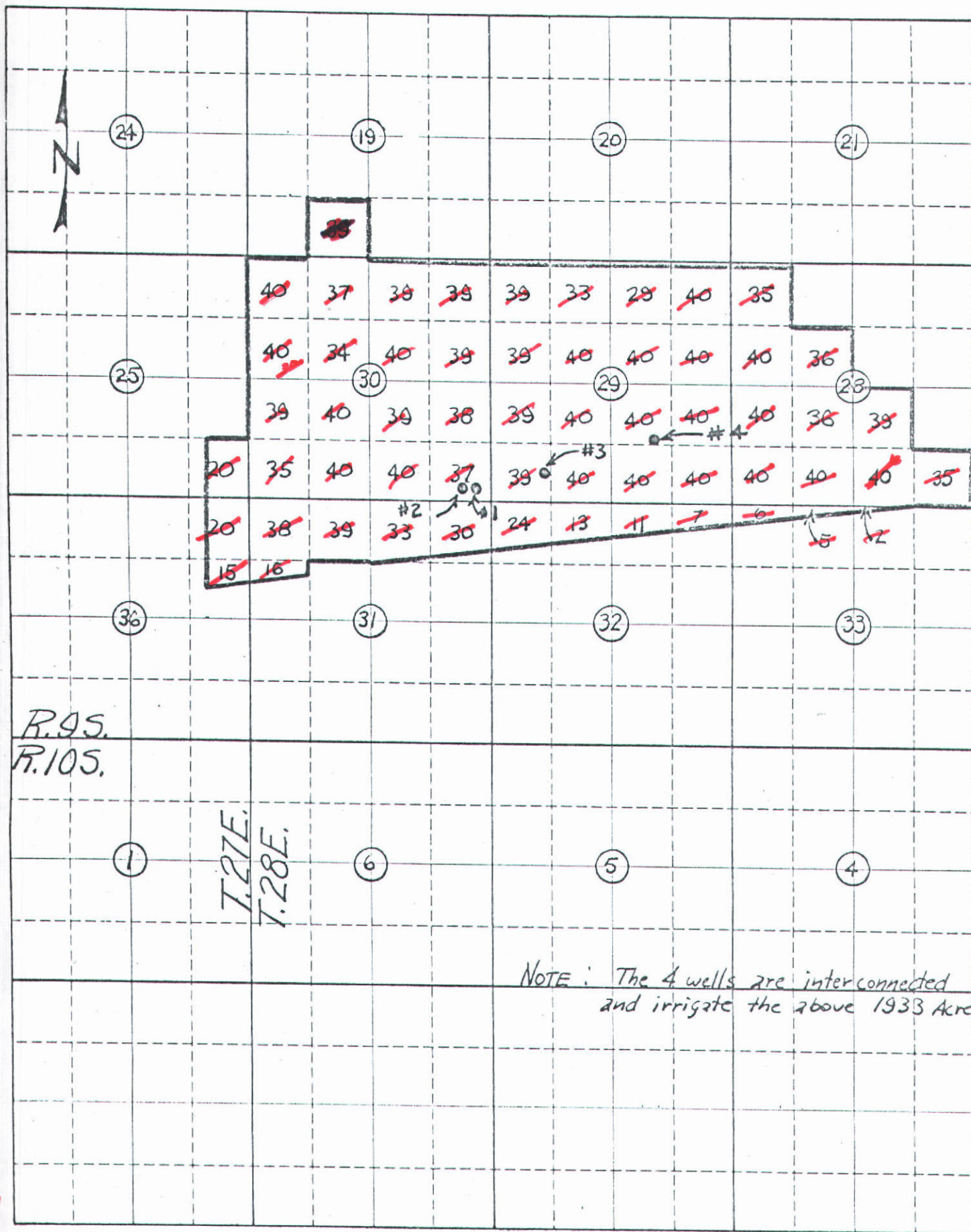
31

32

33

NOTED

SCALE: 2 Inches Equal 1 Mile. Draw Plan In Ink.



Scale: 2 inches equal 1 mile

MICROFILMED

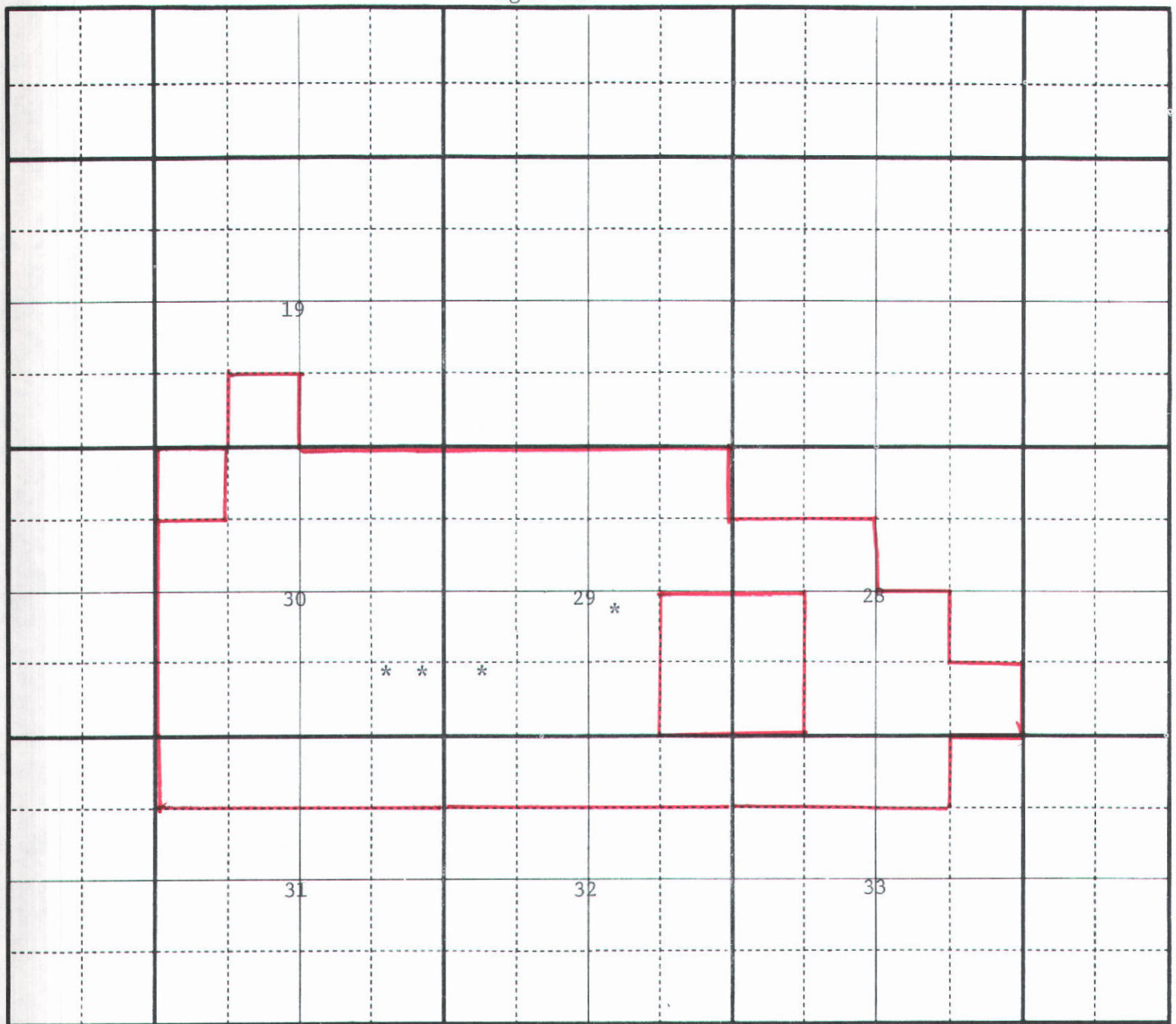


Diagram of System



(24)

(19)

(20)

(21)

39

40 37 39 39 39 33 29 40 35

(25)

40 34 40 39 39 40 40 40 40 36

(30)

(29)

(28)

39 40 39 38 39 40 40 40 40 36 39

20 35 40 40 37 39 40 40 40 40 40 40 35

20 38 39 33 30 24 13 11 7 6 5 2

15 16

(36)

(31)

(32)

(33)

R.95.
R.105.

(1)

T.27E.
T.28E.

(6)

(5)

(4)

NOTE : The 4 wells are interconnected
and irrigate the above 1933 Acres

TRANSFER NO.	NAME	AMOUNT C.F.S.	BALANCE C.F.S.	RIGHT NO.
2147	Riviera Farms, Inc.	5.37	0	43-7052

T

R

A

7

8

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Riviera Farms, Inc. Phone _____
Post office address Bx 789, Burley, Ida 83318

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree to _____ (Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)

b. License No. 43-7052 issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources

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

Thru purchase of property

3. Source of water groundwater tributary to _____

4. Date of priority 7-2-1973

5. Water is used for the following purposes:

amount 5.37 cfs for Irrigation purposes from April 1 to Oct. 31
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day - both dates inclusive)

6. Total amount of water under right: a. 5.37 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 29
Township 9S Range 28E, B.M., in Cassia County
Additional points of diversion, if any NWSE, Sec 29; SESE, (2 points) Sec 30
T9S - R28E.

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9S	28E	19												39					39
		28							40	36	36			40		39	6	35	232
		29	40	29	40	40	33	39	39	40	40	39	39	40		40	40		538
		30	39	39	40	39	37		30	34	40	39	35	40	38	39	40	37	566
		31	30	33			39	38											140
		32	7	11			13	24											55
		33		2			5	6											13

Total number of acres to be irrigated 1583

AMERICAN FILM

B. DESCRIPTION OF PORTION OF RIGHT FOR WHICH THE CHANGE IS REQUESTED (If the entire right is requested changed, omit part B)

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, Section _____ Township _____
Range _____, B.M., _____ County
Additional points _____
3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion
- a. Amount of water to be diverted 5.37 c.f.s. &/or _____ acre feet
- b. Point(s) of diversion SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29 Township 9S
Range 28E, B.M., Cassia County
Additional points NW SE, Sec. 29; (2pts) SESE, Sec. 30;
SW NW Sec. 31 T9S-R28E
- c. Description of diverting works well motor & sprinklers
System.
- d. Describe the reasons for applying for a change in the point(s) of diversion _____

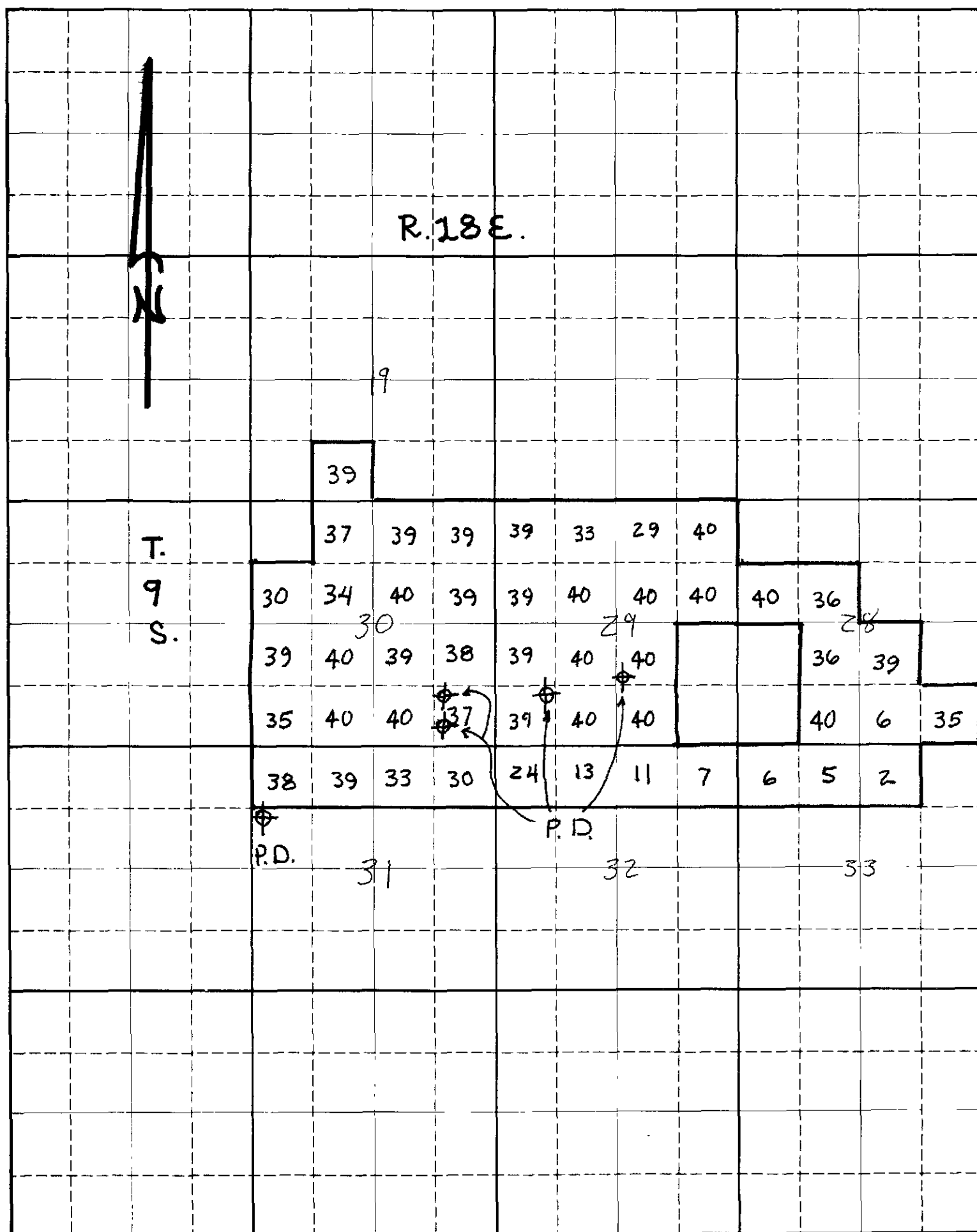
2. Change in place of use Same As Before.

- a. Describe the lands or place of use to which the right will be transferred:

TWP	RANGE	SEC	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

Total number of acres to be irrigated _____

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



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

REFUSED

3. Remarks _____

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

Glenn Farnsworth
Paul Spaulmer Bros.
(Signature of applicant)

Subscribed and sworn to before me this 5th day of July, 19 77

Richard Nichols
(Notary public)

My commission expires 7-15-77

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 43-7052, and said application is hereby APPROVED.

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

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

Witness my hand this 11 day of October, 19 77

A. Kenneth Dunn
Deputy Director

FOR DEPARTMENT USE ONLY

Received by A.S. Date 7-12-77
Prelim. check by JA Fee \$30.00
Receipted by sm Date 7/18/77
Published in South Idaho Press
Pub. dates 8/9 + 8/16/77
Watermaster recommendation requested on _____
rec'd. _____

Protest filed by _____

Copies of protest forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial
by Michael L. Stuebbs

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 43-7052 Priority July 2, 1973 Amount 5.37 cfs

THIS IS TO CERTIFY, that Connecticut General Life Insurance Company
of Dallas, Texas, has complied with the terms and conditions of Permit
No. 43-7052 issued pursuant to Application for Permit dated July 2, 1973,
and has submitted proof to the Department of Water Resources on August 18, 1975,
that he has applied water to a beneficial use, an examination by the Department indicates that the works have a
capacity for the diversion of 19.74 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u> from <u>April 1</u> to <u>Oct. 31</u> at <u>5.37</u> cfs and <u>2,265 acre feet or</u> <u>* 4.0 af per acre</u>			
_____ from _____ to _____ at _____ cfs and _____			
_____ from _____ to _____ at _____ cfs and _____			

(both dates inclusive)

Subject, however, to the condition that no more than 5.37 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
2,265 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29;
SE $\frac{1}{4}$ SE $\frac{1}{4}$ (2 points), Sec. 30; Twp. 9 S, Rge. 28 E, BM in the County of Cassia

Description and location of place of use

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9 S	28 E	19												39					39
		28							40	36	36			40		39	6	35	232
		29	40	29	40	40	33	39	39	40	40	39	39	40		40	40		538
		30	39	39	40	39	37		30	34	40	39	35	40	38	39	40	37	566
		31	30	33			39	38											140
		32					13	24											55
		33	7	11			5	6											13

Total number of acres irrigated 1583

* Subject to the condition that the maximum volume per year shall not exceed 4.0
acre feet per acre when combined with Licenses No. 43-2567, 43-2568 and
43-2579.

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

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 22 day of

January, 19 77

Director

MICROFILMED

MORTGAGE

THIS INDENTURE, Made this _____ day of _____, 1976, between RIVIERA FARMS, INC., an Idaho corporation, whose address is P.O. Box 789, Burley, Idaho (Cassia County 83318, hereinafter called the "Mortgagor," and CONNECTICUT GENERAL LIFE INSURANCE COMPANY of Bloomfield, a corporation organized under the laws of the State of Connecticut, and having its principal office and post office address at 900 Cottage Grove Road, Bloomfield, Connecticut, hereinafter called the "Mortgagee".

WITNESSETH THAT:

The Mortgagor, for and in consideration of the sum of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00) in lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, assigned, transferred and set over and by these presents does grant, bargain, sell, convey, assign, transfer and set over unto the said Mortgagee, its successors and assigns, forever, the following described property, to wit:

Real Property

All that certain real property situated in the County of Cassia, State of Idaho, to wit:

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 27 EAST OF THE BOISE
MERIDIAN, CASSIA COUNTY, IDAHO

Section 25: A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows, to-wit:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 25;
Thence West 791.4 feet;
Thence North 9°35' West 360 feet;
Thence North 10°26' East 561.3 feet;
Thence North 7°25' East 276.7 feet;
Thence North 36°49' West 184 feet to a point in the North line of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 25;
Thence East 824.23 feet to the East line of said Section 25;
Thence South 1320 feet to the Point of Beginning.

Section 36: That part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 36, more particularly described as follows:

Beginning at a point 1,200 feet North of the East Quarter Corner of said Section 36;
Thence North 32° West 1,000 feet;
Thence North 22°06' West 170 feet;
Thence North 25°15' West 450 feet to the North line of said Section 36;
Thence East along the said North line 791.4 feet to the Northeast corner of said Section 36;

MICROFILMED

Thence South along said East line 1,440 feet,
more or less, to the Point of Beginning.

TOWNSHIP 9 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

- Section 19: SE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 28: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and that portion
of the S $\frac{1}{2}$ SE $\frac{1}{4}$ lying North of U. S. Highway
No. 30 N.
- Section 29: W $\frac{1}{2}$, NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 30: All.
- Section 31: All that part of said Section lying North of
Interstate 15-W and U. S. Highway No. 30N
and all of that part of said Section lying
East of the Yale Road extending South from
Interstate 15-W, EXCEPTING THEREFROM the
following described parcels:

Beginning at the Southwest corner of the SE $\frac{1}{4}$
of said Section 31;
Thence South 89°58' East for 600.65 feet
along the Section line to a point, said
point also lying North 89°58' West for 2,047.21
feet from the Southeast corner of said
Section 31;
Thence North 30°01'48" West for 75.55 feet to
the True Point of Beginning, said point
marked with a steel pin;
Thence North 30°01'00" West for 270.00 feet to
a point marked by a steel pin;
Thence North 59°59'00" East for 280.00 feet
to a point marked by a steel pin;
Thence South 30°01'00" East for 270.00 feet to
a point marked by a steel pin;
Thence South 59°59'00" West for 280.00 feet
to the True Point of Beginning.

ALSO EXCEPTING THEREFROM the following described
parcel lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section
31, to-wit:

Beginning at a point for the Northeast corner
of said tract of land, which point bears
North 59°41' West a distance of 3,601.7 feet
from the Southeast corner of said Section 31;
Thence South 30°19' East, a distance of 52.2
feet to the Southeast corner of said tract;
Thence South 59°41' West, a distance of 20.0
feet to the Southwest corner of said tract;
Thence North 30°19' West, a distance of 58.3
feet to the Northwest corner of said tract;
Thence North 76°26' East, a distance of 21.0 feet to
the Northeast corner of said tract and the
point of beginning.

ALSO EXCEPTING THEREFROM the following described parcel lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31, to-wit:

Beginning at the Southwest corner of the tract for Raft River Electric Inc., as shown on Plat No. 1640-74 dated November 7, 1974. Said corner marked by an iron rod which bears North 83°24'20" East for 566.6 feet from the South quarter corner of said Section 31, evidenced by an iron rod set by Kenneth Hess, L.S.;

Thence North 30°01'00" West along the West boundary of said tract 72.0 feet to the True Point of Beginning;

Thence South 59°59'00" West for 47.7 feet to the center of traveled way for the Cassia County Road known as Yale Cutoff Road;

Thence along the said center of travel way North 28°59'00" West for 68.0 feet;

Thence North 29°53'00" West for 130.0 feet to a point that lies at the intersection of said center of traveled way and the extension of the North boundary of said tract;

Thence North 59°59'00" East for 46.3 feet along said extension of the North boundary to the Northwest corner of said tract;

Thence South 30°01'00" East for 198.0 feet to the True Point of Beginning.

Section 32: All that portion of said Section lying North of U. S. Highway No. 30N.

Section 33: All that portion of said Section lying North of U.S. Highway No. 30N.

TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 6: All that port of the E $\frac{1}{2}$ of said Section lying East of the Yale Road.

EXCEPTING FROM the above described parcel all right-of-ways for Public roads.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING FROM the above described parcel all right-of-way for Public roads.

Together with all and singular the buildings, structures, fences, pipes, pipelines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in said property, and any and all water and water rights (including but not limited to those water rights appurtenant to said lands, or any of them, covered or evidenced by Water Licenses Nos. 43-2579 (G-32084), 43-2494 (G-28693), 43-2567 (G-31332) and 43-2568 (G-31333) and Water Permits Nos. 43-7044 (Part), 43-7046, 43-7047 and 43-7052 and part of 11.3 cfs of Decreed Water Rights (Transferred Right No. 957) from the backwaters of Raft River, a tributary of the Snake River, otherwise referred to as being from Lake Wolcott, the reservoir behind Minidoka Dam on the Snake River), ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

Personal Property

All those certain goods and chattels now located on the real property above described or on adjoining or adjacent lands or used in connection with the irrigation of the above-described lands, and being in the possession of the Mortgagor in the County of Cassia, State of Idaho, to wit:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
One	300 h.p. U.S. Electric motor with Layne and Bowler pump (Well #1)	HC1029096 D23765
One	300 h.p. General Electric motor with Layne and Bowler pump (Well #2)	1332195 D05824
One	150 h.p. General Electric motor with Layne and Bowler pump (Well #3)	1319046 D04939
One	300 h.p. U.S. Electric motor with Layne and Bowler pump (Well #4)	FJJ613134 80711
One	200 h.p. U.S. Electric motor with Layne and Bowler pump (Well #5)	DJJ418112 20005
One	75 h.p. U.S. Electric motor with Layne and Bowler pump (Well #6)	AAJ127160 C38402
One	60 h.p. electric motor with Layne and Bowler pump (Well #7)	
One	20 h.p. General Electric motor with Wintroath pump (Sump #8)	TVJ602301 10202
5,900 ft.	14-inch buried wrapped steel main-line	
9,240 ft.	12-inch buried wrapped steel main-line	

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
24,160 ft.	10-inch buried wrapped steel mainline	
4,917 ft.	8-inch buried wrapped steel mainline	
3,013 ft.	6-inch buried wrapped steel mainline	
1,000 ft.	10-inch aluminum mainline	
4,000 ft.	8-inch aluminum mainline	
600 ft.	6-inch aluminum mainline	
78,000 ft.	3-inch & 4-inch aluminum sprinkler pipe (60 1,300 ft. lateral lines)	
One	Lockwood circular irrigator	1031
One	Lockwood circular irrigator	2397
Three	Leased Clifford Hill circles	

Together with any and all allied equipment, by way of example, but not limited to: Electrical panels, control boxes, wiring, pipes, valves, elbows, couplers, flanges, reducers, plugs, risers and sprinklers and together also with any and all other irrigating equipment which may hereafter be acquired or used by Mortgagor in connection with or as a part of such irrigation facilities or equipment, including all such items that may be acquired hereafter as replacements or substitutes for any of the items of property hereinabove described or referred to.

Together with all potato storage equipment and facilities (including additions and replacements) located or to be located on, or used or to be used in connection with the real property hereinbefore described and referred to as PARCEL NO. 1, including by way of example but not by way of limitation the following: Ventilation tubes, humidifying equipment, electrical panels, pumps, motors, compressors, valves, couplings, gauges, fans and fan housings, and all allied equipment.

TO HAVE AND TO HOLD said real and personal property and all of the same, unto the Mortgagee, its successors and assigns.

This Mortgage is given to secure the payment of that certain Promissory Note bearing even date herewith in the principal sum of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) made, executed and delivered by Mortgagor, as Maker, to the Mortgagee, as Payee, by which said Note said Mortgagor promises and agrees to pay to the Mortgagee, or its order, the principal of said Note in the said sum of \$800,000.00, lawful money of the United States, with interest on the unpaid balance thereof, from date until paid, at the rate specified in said Note, in annual installments of principal, plus interest, the last of which installments shall be due and payable on June 1, 1996 all as provided in said Note (subject to acceleration of maturing as provided therein and herein) together with any costs and disbursements and attorneys fees as may become due and payable thereunder.

NOW, THEREFORE, if the Mortgagor shall pay all and every sum of money specified in said Note, and shall in all other respects fully carry out and comply with the covenants set forth and enumerated herein and in said Note and in any Security Agreement given by the Mortgagor in connection herewith, this conveyance shall be void. But if the Mortgagor shall fail to pay any of said sums of money as specified, or any insurance premiums as hereinafter set forth, or any taxes, assessments or other charges of any nature whatsoever, due or to become due upon the property hereby conveyed or upon the water rights hereby mortgaged, or in any other respect shall fail to comply with any of the covenants and agreements herein or in said Note or Security Agreement set forth, then, as often as such failure of payment or breach of covenant shall occur, or in the event of the actual or impending bankruptcy or of the insolvency of the Mortgagor, or any of the persons included in the term "Mortgagor," the Mortgagee may at any time thereafter declare the whole of the principal sum or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest accrued thereon paid by the Mortgagee under any agreement contained in this Mortgage or in said Security Agreement, to be at once due and payable, and the Mortgagee may at any time after such failure of payment or breach of covenant, as aforesaid, proceed to foreclose this Mortgage and to compel payment to be made of the full amount due and payable.

The Mortgagor has covenanted, agreed and represented, and does hereby covenant, agree and represent to and with the Mortgagee, as follows:

1. That Mortgagor has a valid and unencumbered title in fee simple to all of the real property above described as Parcel No. 1 and all improvements thereon and is the lawful owner and in possession of said described personal property, and that it has the right to convey or mortgage all of said property, real and personal; that Mortgagor will not suffer or permit said property to become subject to any lien or encumbrance that shall have precedence over this Mortgage; that Mortgagor will render such further assurance of said title as may be requested by the Mortgagee; that Mortgagor does warrant and will defend said title unto the Mortgagee against claims and demands of all persons whomsoever; and that Mortgagor will pay all of said sums of money

specified in said Note, promptly as they become due, and all taxes, assessments and other charges that may be levied or assessed on said property and all taxes that may be levied or assessed upon this Mortgage or upon any Security Agreement given by the Mortgagor in connection herewith or to the holder of said Note on account thereof, when and as the same shall become due and payable.

2. To keep all buildings and improvements now erected or which may hereafter be erected on said premises and all personal property hereinabove described and subject hereto, including personal property hereafter acquired and used by Mortgagor in connection with and as a part of the irrigation system and facilities, continuously insured against loss or damage by fire and tornado or windstorm, and such other insurance protection as may from time to time in its sole discretion be required by Mortgagee. All such insurance shall be by an insurance company or companies and in terms, amounts and form acceptable to Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, pursuant to a mortgage clause attached which shall be satisfactory to Mortgagee. Forthwith upon the issuance of such policies, Mortgagor shall deliver the same, and all renewals thereof, to Mortgagee; also Mortgagor shall deliver to Mortgagee receipts for premiums paid thereon at least ten days prior to the expiration of any existing policy. In the event of foreclosure of this Mortgage, or other transfer of title to the property covered hereby in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force concerning this property shall pass to the purchaser or Mortgagee.

3. That in case any of said buildings or improvements or any of the personal property subject hereto are destroyed or damaged by fire, explosion, windstorm, hail, or by any other casualty against which insurance shall have been required by the Mortgagee, then the Mortgagee shall have the right to apply the insurance proceeds in payment of the debt secured hereby, either in whole or in part, and whether then due or not, or to require the buildings, improvements or personal property to be repaired or replaced, either partly or entirely, by the use of said proceeds, the unpaid portion of the loan to remain in force. Any such proceeds held by Mortgagee for repairs or replacements shall be so held without payment or allowance of interest.

4. To keep the buildings upon said lands continuously occupied and used, and not permit the same to become vacant during the continuance of this Mortgage; to keep said premises and improvements thereon in good condition and repair and not to commit or suffer any waste thereof; and not to remove any building without the consent of the Mortgagee. Mortgagee shall have the right to inspect the mortgaged property at such reasonable times and intervals as Mortgagee may desire.

5. In the event suit is instituted to foreclose this Mortgage, the Mortgagee may recover therein as attorneys fees such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by law or by court rule, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.

6. In the event Mortgagee becomes a party plain-

tiff or defendant in any suit or legal proceeding in relation to the property described or referred to or the lien or security interest created in or by this Mortgage or any Security Agreement given by Mortgagor in connection herewith, Mortgagor agrees to pay on demand all attorneys fees paid or incurred by Mortgagee in connection with such suit or proceedings, including any expenses paid or incurred in procuring or continuing abstracts of title, title reports or title policies and searching the records for the purpose of such litigation, and all such sums paid shall bear interest at the highest rate for which it is lawful to contract (in any event not to exceed 12- $\frac{1}{4}$ % per annum) and shall constitute a lien upon the mortgaged premises and property and be secured hereby and in default of immediate repayment thereof by Mortgagor after demand, the whole indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable forthwith without notice.

7. Mortgagee may release for such consideration, or none, as it may require, any portion of the above-described premises or property without in anywise impairing or affecting the liens and priorities herein provided for the mortgage compared to any subordinate lienholder, as to the remainder of the security.

8. In the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all of the property hereby mortgaged, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates, covenants and agrees that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

9. As additional and collateral security for the payment of the Note hereinabove described and of all sums to become due under this Mortgage, Mortgagor does hereby assign to Mortgagee all rents, revenues, royalties, rights and benefits accruing to Mortgagor under all present and future oil, gas and mining leases and under all present and future grazing, agricultural and other leases on said premises, or any part thereof, with the right to receive the same and apply them to said Note or other indebtedness secured hereby, after default in the conditions hereof, anything herein to the contrary notwithstanding. Mortgagee is further authorized, at its option, to execute and deliver to the holders of any such oil, gas and mining leases, and any such grazing, agricultural and other leases upon said premises, binding receipts for any payments made under the terms of any such leases, and to demand, sue for and recover any such payments when due. Mortgagor shall perform every obligation of the lessor and shall enforce every obligation of the lessee in every lease that is assigned to the Mortgagee and shall not modify, alter, waive or cancel any such lease or any part thereof, nor anticipate for more than one month any rents that may be collectible under such lease or that may have been assigned to Mortgagee and shall not assign any such lease or any such rents. This assignment shall terminate and become null and void upon release of this Mortgage. The Mortgagee shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits, and shall not be responsible for failure to exercise the

rights hereby granted. Failure of the Mortgagee to exercise such rights after the happening of a default shall not be construed as a waiver of such rights in the event of a subsequent default.

10. The Mortgagor hereby further agrees, upon request by the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness hereby secured, any and all leases of the mortgaged property, or any part thereof, hereafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to any such assignment.

11. That if Mortgagor shall fail to keep the buildings insured and to deliver the policies to Mortgagee, or if insurance premiums, taxes, assessments, rentals, grazing fees, or other charges on leases, permits or allotments mortgaged or assigned to Mortgagee, or other charges, are not paid by Mortgagor all as herein provided, Mortgagee may at its option and without waiver of any rights arising out of any breach of any of the covenants, procure such insurance and pay such insurance premiums, taxes, assessments, and other charges and also may redeem said premises from tax sale without obligation to inquire into the validity of such taxes, assessments, charges and tax sales, the receipts of the proper officers being conclusive evidence of the validity and amount thereof. All amounts so paid by Mortgagee and all costs, expenses and attorneys fees mentioned in said Note shall forthwith be due Mortgagee with interest thereon from the date of such payments at the highest rate for which it is now lawful to contract (in any event not to exceed 12- $\frac{1}{4}$ % per annum); and such amount shall be added to and be deemed a part of the debt secured by this instrument.

12. That Mortgagor on written demand will assign and transfer to Mortgagee any and all monies, payments, and proceeds and benefits due or to become due the Mortgagor from or in connection with any governmental agriculture or conservation program to support crop prices or to increase or reduce acreage planted or to be planted to any crop or to improve or conserve the land in reference to any of the lands covered by this Mortgage during the life of the Mortgage and Mortgagee is hereby authorized and empowered, at Mortgagee's option and discretion, to apply for, receive, collect and sue for the same or any part thereof, and to execute and deliver such proofs, receipts, acquittances and other instruments, and to do and perform all acts and things which may be necessary or proper for such purposes or in connection therewith, either in the Mortgagor's name or the Mortgagee's name with the same force and effect as if performed by Mortgagor; and in the event Mortgagor fails and refuses to make such assignment or transfer to Mortgagee promptly upon such demand, or in the event Mortgagor is without the State, or avoids service of such demand on him, or if for any other reason service of such demand cannot be made on Mortgagor, then Mortgagee may serve such demands, together with a copy of this Mortgage, on the person, firm, corporation or governmental agency from whom such monies, payments, proceeds or benefits are due or to become due, and the provisions hereof, together with such demand, shall be considered and constituted an assignment and transfer thereof to Mortgagee as of the date so served.

13. The Mortgagor hereby further mortgages,

assigns and transfers to the Mortgagee all of its right, title and interest in and under all leases, permits and allotments now or hereafter acquired or used in connection with the real property above described together with all renewals thereof and together with all buildings, structures, fences, windmills, pumps, pumping equipment, pipes, pipelines, wells, tanks, dams, reservoirs and other improvements of every nature and description, now or hereafter located on the lands covered by said leases, permits or allotments, or any part thereof, and all water and water rights located thereon or appurtenant thereto. The Mortgagor covenants that it is the lawful owner and holder of said leases, permits and allotments and that the same are free from encumbrance and have not been assigned; that it will procure renewals thereof upon or prior to the expiration date thereof and execute any instrument deemed by the Mortgagee necessary to effect an assignment or waiver of such renewals to the Mortgagee; that it will pay all rents and other charges and perform all acts and things necessary to preserve and keep in good standing all of said leases and permits and any renewals thereof; that it will take no action which would adversely affect any of its rights or preference status thereunder and that in the event of the foreclosure of this Mortgage, it will waive all claims for preference in any such rights upon demand from the purchaser of the mortgaged property at foreclosure sale or any successor to such purchaser; that the lands covered by said leases, permits and allotments and renewals thereof shall at all times be operated in conjunction with the lands hereby mortgaged and that neither shall be transferred to any other person separately from the other.

14. If at any time the Mortgagor shall be unable to qualify under Federal or State regulations to continue the use of any grazing permits, licenses or leases on said property existing at the time the loan was made, causing such grazing permits, licenses or leases to be canceled or reduced, the Mortgagee at its option may require payment of its loan in whole or in part.

15. The Mortgagor further covenants and agrees that in the event title in fee simple to any of the lands covered by the aforesaid leases, permits or allotments shall hereafter be acquired by the Mortgagor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extent as though such lands had originally been included herein as part of the fee owned lands hereby mortgaged, and, further, that all of the terms, covenants, conditions, and stipulations of this Mortgage applicable to the fee owned lands hereby mortgaged shall extend and be applicable to any such lands hereafter so acquired.

16. That Mortgagee shall be subrogated for further security to the lien, though released of record, of any and all encumbrances now or hereafter existing against said premises, paid out of the proceeds of this loan or otherwise paid or advanced by Mortgagee.

17. That nothing herein contained shall be construed or shall so operate as to require Mortgagor to pay interest at a rate greater than the highest rate for which it is now lawful to contract (in any event not to exceed 12- $\frac{1}{2}$ % per annum); that if any clauses or provisions herein contained operate, or would prospectively operate to invali-

date this Mortgage, then, such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this instrument shall remain operative and in full force and effect.

18. In the event any part of the property herein described is condemned or taken by any governmental entity, any award made therein to any person or persons shall be paid to Mortgagee and Mortgagee shall have the option of applying such award or any part of it to any obligations secured hereby and releasing any balance not so applied to the person or persons to whom such award was made.

19. In the event of any default on the part of Mortgagor to perfect any existing or future water right or permit (including but not limited to said Water Permits Nos. 43-7044(Part), 43-7046, 43-7047 and 43-7052) appurtenant to or to become appurtenant to the aforescribed real property, or any part thereof, into a complete appropriation, or, if in the opinion of Mortgagee, Mortgagor is not proceeding with due diligence in perfecting said water rights or permit into a complete appropriation, then and in that event, the entire debt secured hereby shall at the election of said Mortgagee and without notice, become immediately due and payable and this Mortgage may be foreclosed, or Mortgagee shall have the right, at its option, to proceed to perfect any such water right or permit into a complete appropriation, or both.

20. Mortgagor further covenants and agrees to pay Mortgagee, immediately and without demand, all sums which it shall pay or expend pursuant to the provisions of the preceding paragraph, including costs of any title evidence and reasonable attorneys fees, together with interest thereon from date of expenditure until paid at the highest rate for which it is now lawful to contract (in any event not to exceed 12- $\frac{1}{2}$ % per annum), and if not so paid by Mortgagor, all such sums shall be added to the debt and secured hereby.

21. Mortgagor warrants that it is not in violation of any Federal Reclamation law or of any rules or regulations imposed by the Bureau of Reclamation or other governmental authority or by any Irrigation District, and further warrants that the ownership by Mortgagor of the premises described above is in compliance with all applicable laws, rules and regulations governing ownership of land lying within any Irrigation District. Mortgagor agrees that if any land included in this Mortgage which is now or hereafter designated as "irrigable" by any Irrigation District is later denied Reclamation project irrigation water, then Mortgagee may, at its option, require the Note secured by this Mortgage to be prepaid in whole or in part. To any such prepayment thus required to be made there shall be added, and Mortgagor agrees to pay to Mortgagee, a prepayment fee of not more than five per cent (5%) of the amount of the required prepayment. Mortgagor covenants and agrees to use the property herein mortgaged in compliance with all applicable State, Federal and local statutes, ordinances, rules and regulations expressly including but not limited to all Federal Reclamation laws and the rules and regulations of such Irrigation District.

22. Mortgagor understands and agrees that certain items of irrigation equipment hereinbefore described or referred to as "personal property" actually and as a matter

of law are fixtures and are deemed a part of the land covered by this Mortgage, and that said designation as "personal property" is for convenience only and shall be disregarded in the case of any fixtures described or referred to following such designation. Except for the purpose of making replacements of the personal property subject to this Mortgage and which Mortgagor now has or hereafter acquires and uses in connection with and as a part of the irrigation system and facilities hereinabove described, the Mortgagor will not sell or dispose of any of said personal property, nor attempt to do so, nor part with possession of any of the same, nor remove the mortgaged personal property or any of the same, nor permit it to be removed, from the mortgaged premises, or from the adjoining or adjacent lands where said personal property may be located, while this Mortgage shall remain in force and effect, without the written consent of the Mortgagee. Except insofar as prevented therefrom by fire, strikes, riots, acts of God, or other unavoidable casualties, all the mortgaged personal property shall at all times while this Mortgage remains in force and effect be kept and maintained by the Mortgagor, at Mortgagor's own cost and expense, in first-class order, condition and repair, and the Mortgagor will from time to time make all replacements of such personal property which may reasonably be necessary for the irrigation and cultivation of the mortgaged premises and Mortgagor will neither commit nor suffer any damages or waste on or to the mortgaged premises and said personal property nor do or permit to be done anything that may lessen or impair the value of the mortgaged property, real or personal, or the lien or security thereof.

23. Mortgagor covenants and agrees that each and every term, condition and covenant of any and all leases or other instruments or agreements (oral or written) between the Mortgagors, or any of them, relating to or affecting in any way the property hereinbefore described or referred to, or any part thereof, shall be and are hereby made subject and subordinate to all of the terms, conditions and covenants of this Mortgage and of the Promissory Note and Security Agreement mentioned herein.

24. Mortgagor hereby assigns and transfers unto Mortgagee, for further security hereunder, any and all instruments evidencing Mortgagor's easements, rights of way, licenses or other rights, privileges or interests appurtenant to or used or enjoyed in connection with the installation, utilization or maintenance of its irrigation facilities used or to be used in the irrigation of the real property hereinbefore described and referred to, or for access thereto. Such assignments to become null and void upon the payment and satisfaction of the indebtedness secured or to be secured by this Mortgage. Provided, however, that anything herein contained to the contrary notwithstanding, Mortgagor covenants and agrees fully and timely to perform each and every term, provision and condition of any and all such instruments hereinbefore referred to (whether or not specifically described herein), required to be performed by Mortgagor. Mortgagee shall have and is hereby granted the right, at its option, at any time to perform on behalf of the Mortgagor any or all of the terms, provisions and conditions in said instruments, or any of them, required to be performed by the Mortgagor and to pay or expend any and all sums as the Mortgagee, in its sole and exclusive judgment and discretion, shall deem necessary to prevent the termi-

nation of said instruments, or any of them, or the abandonment or loss of any of the Mortgagor's right or privileges therein or thereby provided, and the Mortgagor hereby agrees immediately to repay to the Mortgagee, without notice or demand, any sums so paid or expended with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all such sums paid or expended by the Mortgagee with interest shall become a part of the indebtedness secured hereby and in default of immediate repayment thereof by the Mortgagor, the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

25. Mortgagor covenants and agrees that in the event of the sale or other disposition of the property hereinbefore described or referred to herein Mortgagee shall have the right, at its option, to require that the principal amount of the indebtedness secured hereby be reduced to seventy-five percent (75%) of the principal amount disbursed, exclusive of any required payments on principal for release of security, insurance losses or condemnation awards. In the event of the exercise of such option by Mortgagee and in the event Mortgagor, or its successors or assigns, shall fail or neglect promptly to make such payments as are necessary to so reduce said principal, Mortgagee shall have the right at its option, immediately and without further notice, to declare the entire indebtedness secured or to be secured by this Mortgage to be immediately due and payable and to foreclose or to exercise any other rights or remedies which Mortgagee shall have in the premises. Failure of the holder hereof to exercise this option shall not be deemed a waiver of this option as to any subsequent sale or other disposition of the property.

26. Words used herein shall include the singular or plural, and feminine, masculine or neuter, as the context may require, and if this instrument is executed by two or more persons or parties the obligations and liabilities hereunder of such Mortgagors shall be JOINT AND SEVERAL. The rights and obligations herein shall inure to and be binding upon the successors, heirs, executors, administrators and assigns of the respective parties.

27. This Mortgage shall be governed by and construed according to the laws of the State of Idaho.

IN WITNESS WHEREOF, Mortgagor has duly executed this instrument, as of the day and year first above written, pursuant to a resolution duly adopted by its Board of Directors.

RIVIERA FARMS, INC.

ATTEST:

By _____ President

Secretary

STATE OF IDAHO)
) ss.
County of)

On this ____ day of _____, 1976, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the President of RIVIERA FARMS, INC., the corporation that executed the foregoing instrument, or the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation 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 _____, Idaho

or expend any and all sums as the Mortgagee, in its sole and exclusive judgment and discretion, shall deem necessary to prevent the termination of said instruments, or any of them, or the abandonment or loss of any of the Mortgagor's right or privileges therein or thereby provided, and the Mortgagor hereby agrees immediately to repay to the Mortgagee, without notice or demand, any sums so paid or expended with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all such sums paid or expended by the Mortgagee with interest shall become a part of the indebtedness secured hereby and in default of immediate repayment thereof by the Mortgagor, the whole indebtedness secured hereby shall at the option of the Mortgagee become due and payable forthwith without notice.

25. Mortgagor covenants and agrees that in the event of the sale or other disposition of the property hereinbefore described or referred to herein Mortgagee shall have the right, at its option, to require that the principal amount of the indebtedness secured hereby be reduced to seventy-five percent (75%) of the principal amount disbursed, exclusive of any required payments on principal for release of security, insurance losses or condemnation awards. In the event of the exercise of such option by Mortgagee and in the event Mortgagor, or its successors or assigns, shall fail or neglect promptly to make such payments as are necessary to so reduce said principal, Mortgagee shall have the right at its option, immediately and without further notice, to declare the entire indebtedness secured or to be secured by this Mortgage to be immediately due and payable and to foreclose or to exercise any other rights or remedies which Mortgagee shall have in the premises. Failure of the holder hereof to exercise this option shall not be deemed a waiver of this option as to any subsequent sale or other disposition of the property.

26. Words used herein shall include the singular or plural, and feminine, masculine or neuter, as the context may require, and if this instrument is executed by two or more persons or parties the obligations and liabilities hereunder of such Mortgagors shall be JOINT AND SEVERAL. The rights and obligations herein shall inure to and be binding upon the successors, heirs, executors, administrators and assigns of the respective parties.

27. This Mortgage shall be governed by and construed according to the laws of the State of Idaho.

IN WITNESS WHEREOF, Mortgagor has duly executed this instrument, as of the day and year first above written, pursuant to a resolution duly adopted by its Board of Directors.

RIVIERA FARMS, INC.

By

President

ATTEST:

Allyn W. Krumm
Secretary

13-MORTGAGE

STATE OF IDAHO)
) ss.
County of Cassia)

On this 19 day of November, 1976, before me, a
Notary Public in and for said State, personally appeared
PAUL SPANBAUER, known to me to be the President
of RIVIERA FARMS, INC., the corporation that executed the
foregoing instrument, or the person who executed said in-
strument on behalf of said corporation, and acknowledged to
me that such corporation 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.

[Signature]
Notary Public for Idaho
Residing at Burley, Idaho

State of Idaho
County of Cassia

SS

94516

I hereby certify that the within instrument was

made at the request of

LAND TITLE AND ESCROW, INC.

on 11-19 19 76

at 4:49 P. M. and

recorded on Film 163

94516

by Frank B. Keen Recorder

Debra A. Smith Deputy

LAND TITLE AND ESCROW, INC.

14.11

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia,)
STATE OF IDAHO) ss

Dennis Engle, being first

duly sworn, deposes and says that he is the
Book Keeper of the South Idaho
Press, a daily newspaper published at Bur-
ley, Idaho, in the county aforesaid and that
the paper is of general circulation therein.
Deponent further states that the printed no-
tice attached hereto was duly published
according to law in the regular editions of

The South Idaho Press for two times
consecutive weeks, commencing with the issue

dated Aug 9 1977, and ending

with the issue dated Aug 16 1977

Dennis Engle

Subscribed and sworn to before me

this 18th day of Aug

1977

Norma M. Peterson Notary Public

Cost of Publication

Notary Fee

Total Cost \$15.05

77-353

NOTICE OF PROPOSED CHANGE OF WATER RIGHT NO. 2147

NOTICE IS HEREBY GIVEN that Riviera
Farms, Inc., Burley, Idaho, has applied
to the Department of Water Resources
for a change of the point of diversion of
the waters of a groundwater source.
The right sought to be changed is
evidenced by License No. 43-7052 and
is recorded as follows: Amount- 5 37cfs
Priority 7/2/73 Point of diversion-
SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, (2
points), SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 30, Twp 9S,
Rge 28E, B M, Cassia County

The water is used for the irrigation of
1583 acres within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec.
19, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$,
SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28, NE $\frac{1}{4}$, NW $\frac{1}{4}$,
SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$,
NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$,
Sec. 30, N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 31,
N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 32,
NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 33, Twp
9S, Rge 28E, B M

TO BE CHANGED AS FOLLOWS.
Amount 5 37cfs (same as above) Point
of diversion SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$,
Sec. 29, (2 points), SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec.
30, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 31, Twp 9S,
Rge 28E, B M Place of Use Same as
above

Any protest against approval of the
above proposed change of water right
must be filed with the Idaho Depart-
ment of Water Resources, 1041 Blue
Lakes Blvd N, Twin Falls, Idaho, on or
before August 26, 1977

C Stephen Allred
Director

Published in the South Idaho Press
August 9 & 16, 1977

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 43-7052 Priority July 2, 1973 Amount 5.37 cfs

THIS IS TO CERTIFY, that Connecticut General Life Insurance Company
of Dallas, Texas, has complied with the terms and conditions of Permit
No. 43-7052 issued pursuant to Application for Permit dated July 2, 1973,
and has submitted proof to the Department of Water Resources on August 18, 1975,
that he has applied water to a beneficial use, an examination by the Department indicates that the works have a
capacity for the diversion of 19.74 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 1</u> to <u>Oct. 31</u>	at <u>5.37</u> cfs and	<u>2,265 acre feet or</u> <u>* 4.0 af per acre</u>
_____	from _____ to _____	at _____ cfs and	_____
_____	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 5.37 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
2,265 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29;
SE $\frac{1}{4}$ SE $\frac{1}{4}$ (2 points), Sec. 30; Twp. 9 S, Rge. 28 E, BM in the County of Cassia

Description and location of place of use:

Twp.	Range	Sec	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9 S	28 E	19												39					39
		28							40	36	36			40		39	6	35	232
		29	40	29	40	40	33	39	39	40	40	39	39	40		40	40		538
		30	39	39	40	39	37		30	34	40	39	35	40	38	39	40	37	566
		31	30	33			39	38											140
		32					13	24											55
		33	7	11			5	6											13

Total number of acres irrigated 1583

* Subject to the condition that the maximum volume per year shall not exceed 4.0
acre feet per acre when combined with Licenses No. 43-2567, 43-2568 and
43-2579.

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

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 22 day of
January, 19 77.

Director

State of Idaho
Department of Water Administration

ASSIGNMENT OF PERMIT

~~XX~~ RIVIERA FARMS, INC. does, hereby assign to CONNECTICUT GENERAL
~~XX~~ LIFE INSURANCE COMPANY, 910 Stemmons Tower North, Dallas, TX 75207,
Address

CHECK ONE

- ☒ All my right, title, and interest, in and to Permit No. 43-7052
to appropriate the public waters of the State of Idaho.
- ☐ The following described portion of my right, title, and interest in and
to Permit No. _____ to appropriate the public waters of the State
of Idaho. (Describe that portion of the permit being assigned by list-
ing the acreage within each 40-acre subdivision, the point of diversion
and the amount of water in cubic feet per second for direct diversion,
or acre feet for storage.)

This assignment is for collateral security in connection
with Loan No. 7604500 secured by Mortgage from assignor to
assignee covering the subject lands, and all other lands.
Assignor agrees to do all things necessary for issuance of a
water license.

Made this 25 day of October, 19 76.

RIVIERA FARMS, INC.

Paul Spaulding
Permit Holder President

ATTEST:

Ralph W. Hammond Jr.
~~Spouse of Permit Holder~~

State of Idaho)
County of Cassia) ss.

On this 25 day of October, 19 76, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged
to me that ~~he (she)~~ (they) executed the same.

Burley Isakson
Notary Public residing at
Burley Idaho

My commission expires: 7-15-77

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO :

IN THE MATTER OF EXTENDING THE PROOF DUE)
DATE FOR PERMIT NO.'S 43-7049 & 43-7052)
in the name of RIVIERA FARMS INC.)
_____)

ORDER

WHEREAS, on July 2, 1973, Riviera Farms Inc., applied to the Department of Water Resources (formerly the Department of Water Administration) for permits to appropriate (Permit No. 43-7049) 6 cubic feet per second of groundwater within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 33, Twp. 9S, Rge. 27E, B.M., and (Permit No. 43-7052) 6 cubic feet per second of groundwater within the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, Twp. 9S, Rge. 27E, B.M., Cassia County, to be used for irrigation purposes; and,

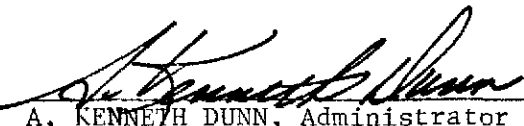
WHEREAS, on August 2, 1973, the Department approved said applications and issued Permit No.'s 43-7049 and 43-7052 with the condition that proof of construction of works and application of water to beneficial use be submitted to the Department on or before September 1, 1974; and,

WHEREAS, on September 3, 1974, the permit holder submitted a request for extension of time for said permits; and,

WHEREAS, it appears that under the circumstances the permit holder has been proceeding with reasonable diligence and has given good cause for delay;

IT IS, THEREFORE, HEREBY ORDERED that the time within which to submit proof of beneficial use of water under Permit No.'s 43-7049 and 43-7052 be extended to September 1 1975.

Dated this 4th day of September, 1974.


A. KENNETH DUNN, Administrator
Operations Division

BDF:JG

MICROFILMED

APPLICATION FOR AMENDMENT

Permit No. ~~45-7143~~

P.O. Box 789 Burley, Idaho 83318, and represents to the Director of
the Idaho Department of Water Administration:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 45-7143, and requests that the permit and permit map be changed as follows:

Rge. 18 E, B. M., County of Cassia. Other points of diversion:

Two points in SE¹/₄ SE¹/₄ Sec³⁰ and 1 point NW¹/₄ SE¹/₄ Sec. 29, all points
T. 9S Rq 28E.

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 6.0 for Irrigation purposes from April 1 to Oct. 31 (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre feet per annum)

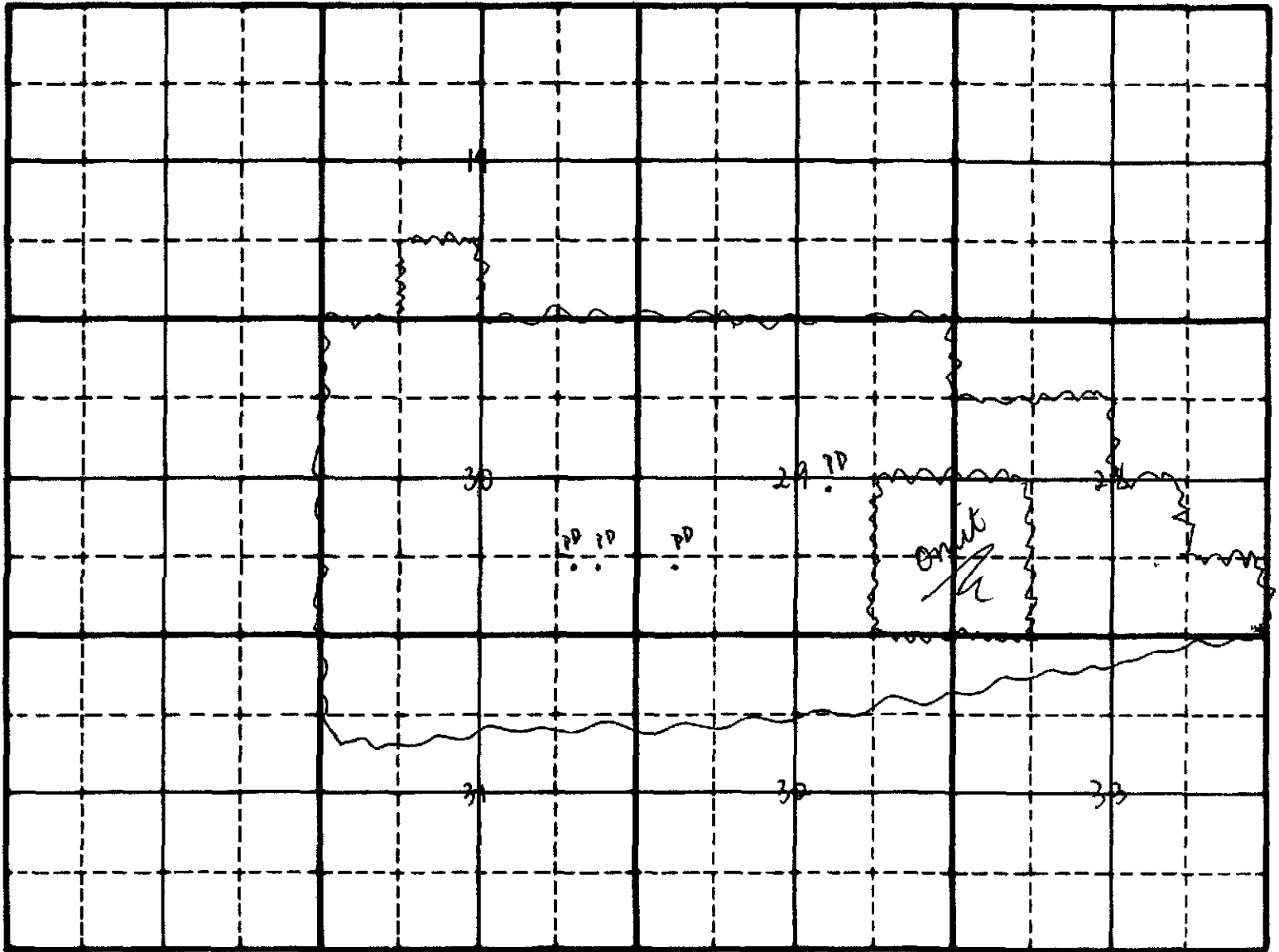
3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated 1583

43 7052

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, townships, ranges and ditches.



Scale 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holders own risk.

Signed at Burley, Idaho, this 12th day of September, 19 73.

Riviera Farms Inc. (Paul Spaulter)
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration, hereby approve the above application for amendment for Permit No. 47-7143. Since this amendment requests an enlargement of the original permit, the approval constitutes a new permit and, therefore, the priority is advanced to September 17, 1973.
The maximum rate of diversion shall not exceed 6.0 cfs or 1400 acre feet per year.

Witness my hand this 22 day of September, 19 73.

R. Keith Higginson
Director

2504 87

7500

Identification No. 45-7143Application No. 45-7143

ASSIGNED TO:
Connecticut General Life
Insurance Company
11/26/76

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

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

1. Name of applicant Riviera Farm, Inc.
post office address Box 789, Burley, ID 83318
2. Source of water supply Groundwater which is a tributary of _____
3. a. Location of point of diversion is NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 29 Township 9S
Range 27E B.M. Cassia 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 c.f.s. for Irrigation purpose from Mar. 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. _____ cubic feet per second and/or
b. _____ acre feet per annum
6. Proposed diverting works
a. Description of ditches, flumes, pumps, headgates, etc Well and pump

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet, total reservoir
capacity _____ acre feet, materials used in storage dam _____
Period of year during which storage will occur _____ to _____ inclusive
(Mo Day) (Mo Day)
c. Proposed well diameter is 20 inches, proposed depth of well is 550 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 1 years
b. Estimated construction cost is \$ 20,000.00
8. Description of proposed uses
a. If water is **not** for irrigation
(1) Give the place of use of water _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated. _____ hp under _____ feet of head
(3) List number of each kind of livestock to be watered _____

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

LICENSE ISSUED FOR 5 SEC. FT.

43 7052

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	
9S	27E	29													40			40	80
		28							40	40	40	40	40			40	40	40	320

Total number of acres to be irrigated 400

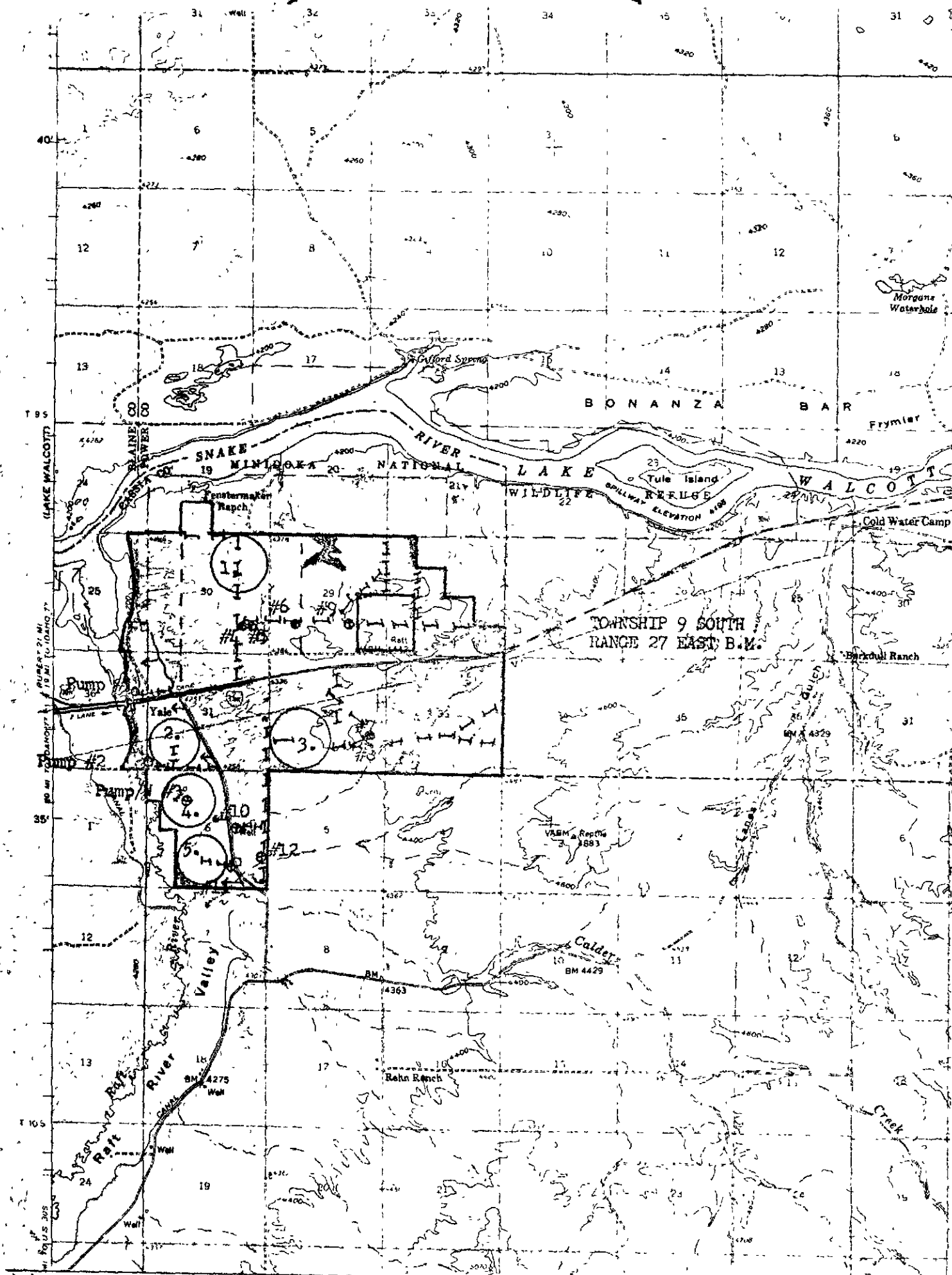
c. Describe any other water rights used for the same purposes as described above.

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



Applicant Riviera Farms Inc.	Acreage 4117 Acres	Appraiser's Initials LL
State Idaho	County Cassia	Date 1 May 1973
		Scale 1" Per Mile

LEGEND

Yellow - Cult. Land & Rice Pasture
Green - Woods and Timber
Blue - Native Map
Brown - Permanent Pasture
Orange - Groves, Orchards & Vineyards
Black - Buildings

Other - Designate other features. i.e. ages of trees & vines by blocks, soil bank land, machine leveled land, waste land, wind machines, power lines, telephone lines, etc.

FARM PLAT **CONNECTICUT GENERAL LIFE INSURANCE COMPANY**

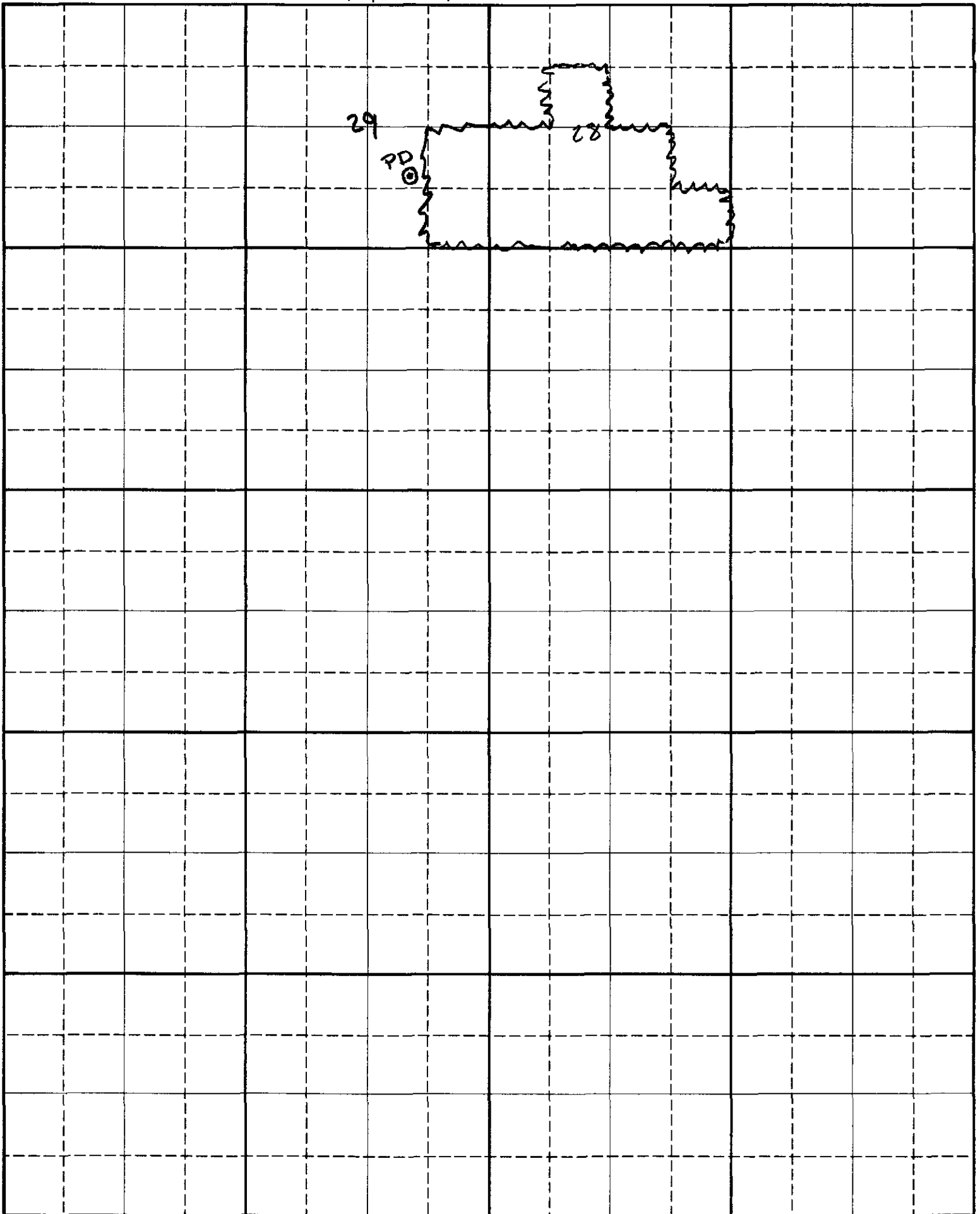
→ Rivers, Streams, etc (Blue)
— Roads (Red)
- - - - - Barbed (Red)
- - - - - Woven Fences
W/P Well and Windmill
W/P Well and Pump
D Drainage Pumps
D Drainage Ditches

• Irrigation Wells
— Concrete Irrigation Canals
- - - - - Ditch Irrigation Ditches
- - - - - Underground Irrigation Pipe
- - - - - Railroad
- - - - - Levee
- - - - - Alumn. Pipeline

43 7052

11 Map of proposed project. show clearly the proposed point of diversion, place of use, section number, township and range number. TAS R77E

T95 R27E



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.

Galena T. Rodriguez Pres.
(Applicant)

43 7052

Proposed Priority 7-02-1973

Received by jmm Date 7-2-73 Time 3:40 p
Preliminary check by mbs Fee \$ 75.00
Receipted by jmm Date 7-3-73 # 109.34
Publication prepared by jmm Date 7-5-73
Published in South Idaho Press
Publication dates 7-10 & 7-17-73
Publication approved jmm Date 7-19-73
Priority ~~reduced to~~ 7-02-73 Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by lu

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 45-7143, 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 September 1, 1974.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

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

Witness my hand this 2nd day of August 1973.

R. Keith Higgins
Director

DEPARTMENT OF WATER ADMINISTRATION
- STAFF ANALYSIS -

Item	Initial	Date	
(1)	<u>mls</u>	<u>7-3-73</u>	Application No. <u>45-7143</u> Name <u>Ruiera Farms Inc.</u>
(2)	<u>mls</u>	<u>7-3-73</u>	Check: ☒ Point of Diversion ☒ Quantity of Water and Period of Use ☒ Description of Diverting Works ☒ Time required for C/W and application of water to B/U ☒ Place of Use or Acres Irrigated ☒ Map ☒ Signature ☒ Fee
(3)			Send copies to: ☐ Idaho State Health Department ☐ Idaho Fish and Game Department ☐ Bureau of Land Management
(4)			☐ Request Special Use Permit from U.S.F.S. ☐ Request Easement from B.L.M. ☐ Request Information from Applicant
(5)	<u>mls</u>	<u>7-3-73</u>	In form for advertising
(6)	<u>mm</u>	<u>7-19-73</u>	Affidavit of Publication received
(7)			Final date for protests <u>July 27, 1973</u> Protests received: yes ☒ no ☐
(8)			Date and Place of hearing Decision reached at hearing
(9)			Located within Water District No.
(10)	<u>mls</u>	<u>7-27-73</u>	Critical groundwater area: yes ☐ no ☒
(11)	<u>mls</u>	<u>7-27-73</u>	Groundwater levels: ☐ Decline (comment) ☒ Stable (comment) ☐ Increasing (comment)
(12)			All requested information received from agencies or applicant yes ☐ no ☐
(13)			Comments:
(14)	<u>mls</u>	<u>7-27-73</u>	Action recommended: <u>43 7052</u> ☒ Approve Priority ☐ Deny Reason for Reduction See attached sheet for conditions of approval
(15)	<u>mls</u>	<u>7-27-73</u>	No conditions for approval District <u>Southern</u> By <u>Michael Stuck</u> Date <u>7-27-73</u> Title <u>Res. Tech. II</u>

Manning
device

RECEIVED

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia,)
STATE OF IDAHO) ss

Ruth Chambers being first
duly sworn, deposes and says that he is the

Bookkeeper of the South Idaho
Press, a daily newspaper published at Bur-
ley, Idaho, in the county aforesaid and that
the paper is of general circulation therein.
Deponent further states that the printed no-
tice attached hereto was duly published
according to law in the regular editions of

The South Idaho Press for 2
consecutive weeks, commencing with the issue
dated ... July 10 ... 1973, and ending
with the issue dated ... July 17 ... 1973.

Ruth Chambers

Subscribed and sworn to before me
this ... 18th ... day of ... July ...
1973.

Edith Rustett Notary Public

Cost of Publication ... 11.90

Notary Fee

Total Cost

My commission expires October 23, 1975

73-218

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that
Riviera Farms Inc Box 789,
Burley, ID has on July 2, 1973
submitted Application No. 45-
7143 for a permit to ap-
propriate 6.0 cubic feet per
second of water from ground-
water by means of a well and
pump within the NW $\frac{1}{4}$ SE $\frac{1}{4}$,
Sec 29, T 9S, R. 27E, B.M.,
Cassia County to be used from
Mar. 15 to Nov. 15 for
irrigation of 400 acres within
the E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec 29,
SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$,
S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec 28, T 9S, R.
27E, 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 Depart-
ment of Water Administration,
1041 Blue Lakes Boulevard
North, Twin Falls, Idaho, 83301
on or before July 27, 1973.

R KEITH HIGGINSON
Director

Published in the South Idaho
Press on July 10 and July
17, 1973

43 7052

● ●

THIS

RIGHT HAS BEEN

DECREED IN THE

SRBA

A DUAL OFFICE MOVE HAS CHANGED OUR MAILING ADDRESS

PLEASE CHANGE ADDRESS FOR ANYTHING YOU HAVE FOR
CONNECTICUT GENERAL LIFE INSURANCE COMPANY

TO:

% CIGNA CORPORATION

SOUTH BUILDING ----- S-305

900 COTTAGE GROVE ROAD

BLOOMFIELD, CONNECTICUT 06002

MAILED

43-7052

DEPARTMENT OF WATER RESOURCES
BUREAU OF WATER RESOURCES
BUREAU OF WATER RESOURCES
BUREAU OF WATER RESOURCES



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address
Statehouse
Boise, Idaho 83720
(208) 384-2215

October 19, 1977

Re: Transfer No.'s 2143
2144
2145
2146
2147

Riviera Farms, Inc.
Box 789
Burley, ID 83318

Gentlemen:

Enclosed are your copies of the approved Applications for Transfer of Water Right
No.'s 43-2579, 43-7046, 43-7047, 43-2568 and 43-7052.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF/kaw
Enclosures

DEPARTMENT OF WATER RESOURCES

TRANSFER ANALYSIS SHEET

1. Source Ground Water Name Riviera Farms, Inc.

2. Right Being Transferred Right No. _____

a. ☐ Decree Transfer No. Basin 43 No. 2147

☒ License

☐ Use

b. ☒ Priority

c. ☒ Location - Original P. D.

d. ☒ " - Original P. U.

e. ☒ " - New P.D.

f. ☒ " - New P.U.

g. ☒ Amount

☒ All

☐ Part

3. ☒ Proof of Ownership of Right

Comment see attached mortgage contract

4. ☒ Expansion of Right

Comment No

5. ☒ Map

6. ☒ Signature

7. ☒ Fee

8. Watermaster's Comments NA

9. Comments Change in P.D. only

10. Initial Review by [Signature] Date 9-20-77

11. Recommended Action

☒ Approve

☐ Deny

☐ Conditions

By Michael L. Steele Date 9-2-77

cc: Sent to Boise 7/22/77

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. 2147

Notice is hereby given that Riviera Farms, Inc., Burley, Idaho, has applied to the Department of Water Resources for a change of the point of diversion of the waters of a groundwater source. The right sought to be changed is evidenced by License No. 43-7052 and is recorded as follows:

Amount: 5.37cfs

Priority: 7/2/73

Point of diversion: SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29; (2 points), SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 30,
Twp. 9S, Rge. 28E., B.M., Cassia County.

The water is used for the irrigation of 1583 acres within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 19; S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28; NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 30; N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 31; N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 32; NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 33, Twp. 9S, Rge. 28E., B.M.

TO BE CHANGED AS FOLLOWS

Amount: 5.37cfs (same as above)

Point of diversion: SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29; (2 points), SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 30; SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 31, Twp. 9S, Rge. 28E., B.M.

Place of Use: Same as above

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. N., Twin Falls, Idaho, on or before August 26, 1977.

C. Stephen Allred
Director

Published in the South Idaho Press 8/9 and 8/16/77.

77-353

**NOTICE OF PROPOSED CHANGE
OF WATER RIGHT
NO. 2147**

NOTICE IS HEREBY GIVEN that Riviera Farms, Inc., Burley, Idaho, has applied to the Department of Water Resources for a change of the point of diversion of the water of a groundwater source. The right sought to be changed is evidenced by License No. 43-7052 and is recorded as follows: Amount: 5 37cfs Priority 7/2/73 Point of diversion SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 29, (2 points), SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 30, Twp. 9S, Rge. 28E., B M., Cassia County

The water is used for the irrigation of 1583 acres within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec 19, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 28, NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec 29, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec 30, N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec 31, N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec 32, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec 33, Twp 9S, Rge. 28E., B M.

TO BE CHANGED AS FOLLOWS:
Amount 5 37cfs (same as above) Point of diversion: SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 29, (2 points), SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 30, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec 31, Twp 9S, Rge 28E., B m Place of Use Same as above

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd N, Twin Falls, Idaho on or before August 26, 1977

C. Stephen Alfred
Director

Published in the South Idaho Press
August 9 & 16, 1977

July 29, 1977

South Idaho Press
Box 190
Burley, ID 83318

Re: Transfer of Water Right No. 2147 - Riviera Farms, Inc.

No. 2146 -	"	"	"
No. 2145 -	"	"	"
No. 2144 -	"	"	"
No. 2143 -	"	"	"
No. 2142 -	"	"	"

Gentlemen:

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

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

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Michael L. Steele
Southern Region Supervisor

MLS:sm

Enclosures

Bill submitted: _____



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

January 24, 1977

Re: Permit Nos. 43-7046
43-7047 (Loan No. 7604500)
43-7052

Connecticut General Life Insurance Company
910 Stemmons Tower North
Dallas, TX 75207

Gentlemen:

Enclosed herewith are copies of the water right licenses issued on the above referenced permits.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:mef

Enc.

cc: Riviera Farms, Inc.
Hawley, Troxell, Ennis & Hawley



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

December 30, 1976

Re: Permits No. 43-7046, 43-7047 & 43-7052
(Loan No. 7604500)

Connecticut General Life Insurance Company
910 Stemmons Tower North
Dallas, Texas 75207

Gentlemen:

A representative of this Department has made an examination of the wells covered by the above referenced permits and found the system producing 19.74 cfs.

There are four wells located in the $SW\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, Sec. 29; $SE\frac{1}{4}SE\frac{1}{4}$ (2 points), Sec. 30; Twp. 9 S, Rge. 28 E, B.M. irrigating 1933 acres and the Department is prepared to issue licenses under said permits as follows:

Permit 43-7052

Amount of water that can be recognized as beneficially used under Idaho law: 5.37 cfs

The maximum quantity diverted shall not exceed 2,265 acre feet, or *4.0 acre feet per acre, per year.

Beneficial use: Irrigation of 1583 acres within the $SE\frac{1}{4}SW\frac{1}{4}$, Sec. 19; $S\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 28; $N\frac{1}{2}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Sec. 29; $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$, Sec. 30; $N\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, Sec. 31; $N\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, Sec. 32; $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, Sec. 33; all in Twp. 9 S, Rge. 28 E, B.M.

Priority date established: July 2, 1973

* Subject to the condition that the maximum volume per year shall not exceed 4.0 acre feet per acre when combined with Licenses No. 43-2567, 43-2568 and 43-2579.

Connecticut General Life Ins. Co.

Re: 43-7046, 7047, 7052

December 30, 1976

Permit 43-7046

Amount of water that can be recognized as beneficially used under Idaho law: * 3.80 cfs

The maximum quantity diverted shall not exceed 760 acre feet, or 4.0 acre feet per acre, per year.

Beneficial use: Irrigation of 190 acres within the NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 28; W $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 30; SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 31; Twp. 9 S, Rge. 28 E, B.M. and SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 25; E $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 36; Twp. 9 S, Rge. 27 E, B.M.

Priority date established: September 17, 1973

* Subject to the condition that the maximum rate of diversion shall not exceed 19.74 cfs when combined with Licenses No. 43-2567, 43-2568, 43-2579, 43-7047 and 43-7052.

Permit 43-7047

Amount of water that can be recognized as beneficially used under Idaho law: * 3.20 cfs

The maximum quantity diverted shall not exceed 640 acre feet, or 4.0 acre feet per acre, per year.

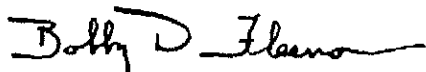
Beneficial use: Irrigation of 160 acres within the W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 28 and E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; Twp. 9 S, Rge. 28 E, B.M.

Priority date established: September 17, 1973

* Subject to the condition that the maximum rate of diversion shall not exceed 19.74 cfs when combined with Licenses No. 43-2567, 43-2568, 43-2579, 43-7046 and 43-7052.

If you do not concur with these findings please contact us within 20 days, otherwise water licenses will be issued as set forth in this letter.

Sincerely,



BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR

cc: Riviera Farms, Inc.

P.O. Box 789, Burley, ID 83318

Hawley, Troxell, Ennis & Hawley

P.O. Box 1617, Boise, ID 83701

NAME OF APPLICANT

Form No. 0

2567-1583A @ 6.0
2568-1544A @ 6.0 = 14.37
2579-1544 @ 2.37

7052-1583 @ 5.37 = 19.74

19

20

21

39

37

39

39

39

33

29

40

30

34

40

39

39

40

40

40

40

36

30

29

28

39

40

39

31

39

40

40

36

39

35

40

40

37

39

40

40

40

6

35

38

39

33

30

24

13

11

7

6

5

2

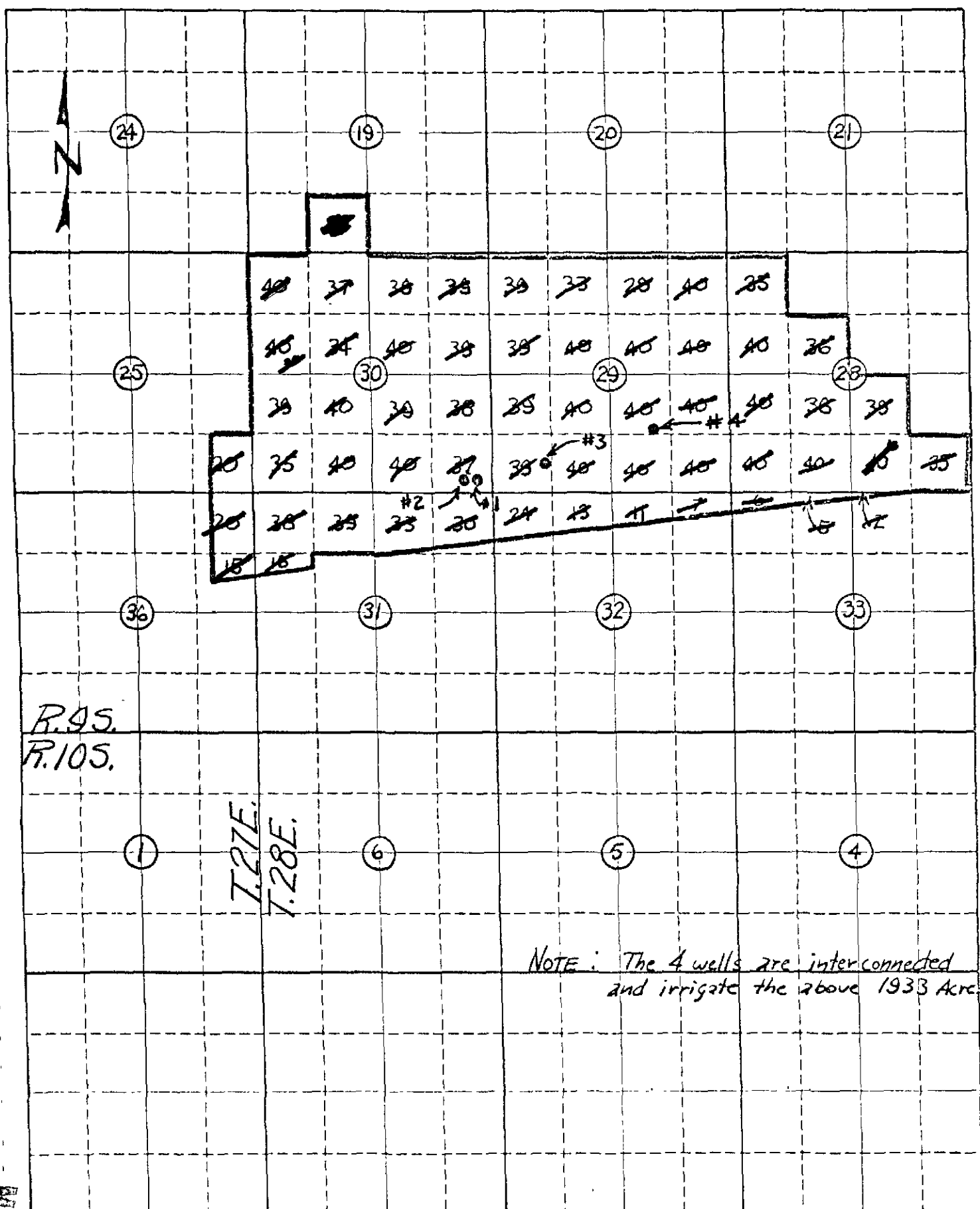
31

32

33

RECEIVED

SCALE: 2 Inches Equal 1 Mile. Draw Plan In Ink.



NOTE: The 4 wells are interconnected and irrigate the above 1933 Acres

DEPARTMENT OF WATER ADMINISTRATION

FIELD REPORT

RECEIVED

1 Name of permit holder Riviera Farms, Inc.
 Post office address Box 789, Burley, ID Phone AUG 08 1975
 Person to contact Paul Spanbauer Department of Water Resources
 Phone County District Office

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

3. Water will be used for the following purposes.

Amount 6.00 c.f.s. for Irrigation
 _____ AF/Annum (nature of use)

Period of Use: from April 1 to Oct. 31
 (mo.-day) inclusive (mo -day)

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

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

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

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

Other uses _____

Permit No. 43-7052
 Examination for b/u

4. Total amount to be appropriated

Max Rate of Diversion 6.00 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 9S N/S, Range 28E E/W, B.M., Section 29, Subdivision SW 1/4 SW 1/4, Cassia

Township 9S N/S, Range 28E E/W, B.M., Section 30, Subdivision SE 1/4 SE 1/4, Cassia

Township 9S N/S, Range 28E E/W, B.M., Section 29, Subdivision NW 1/4 SE 1/4, Cassia

Other Points of Diversions. _____

Description of diverting works. 400 h.p. pump, 300 h.p. pump, 200 h.p. pump with mainlines, etc.

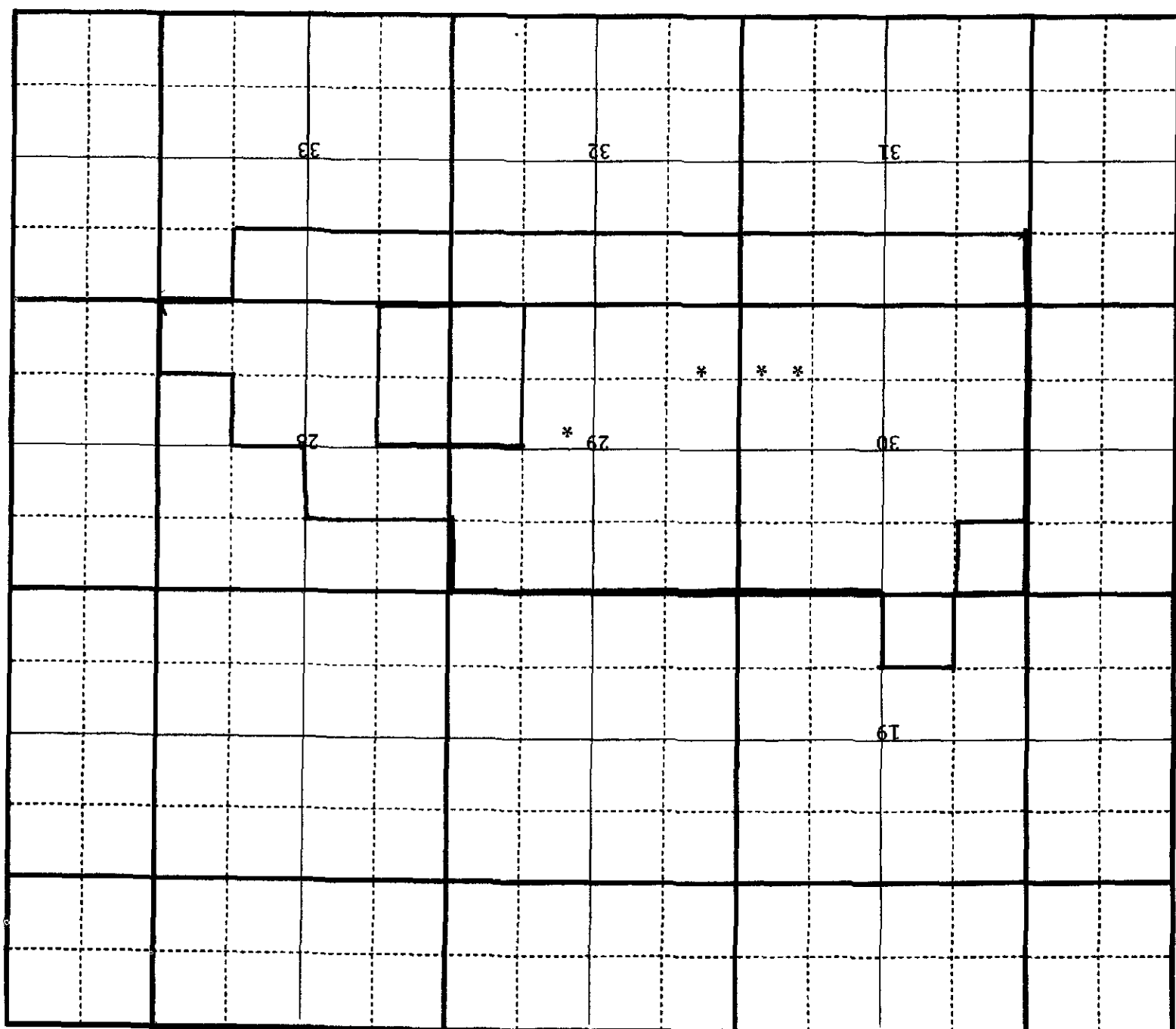
Measuring device required yes ☒ no ☐

6. Lands to be irrigated or place of use

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	
9S	28E	19												39					39
		28							40	36	36			40		39	6	35	232
		29	40	29	40	40	33	39	39	40	40	39	39	40		40	40		538
		30	39	39	40	39	37		30	34	40	39	35	40	38	39	40	37	566
		31	30	33			39	38											140
		32	7	11			13	24											55
		33		2			5	6											13

TOTAL ACREAGE 1,583

Diagram of System



DESCRIPTION OF WELLS COMMON TO PERMITS 43-7046, 43-7052, 43-7047

WELL NO.	MOTOR TYPE	MOTOR SERIAL	MOTOR H.P.	PUMP TYPE	PUMP SERIAL	METER TYPE	METER SERIAL	READING
1	Holloshaft	1332195	300	VertiLine	D05824	McCrometer	75-12-185	0.009 A.F./60 sec.
2	Holloshaft	HC10290096	300	VertiLine	D23765	McCrometer	75-14-102	0.008 A.F./60 sec.
3	Holloshaft	175 EHT	150	VertiLine	D04939	McCrometer	75-10-102	0.0025 A.F./60 sec.
4	G. E.	FJJ613134	300	VertiLine	80711	Badger	M0644722	1000 Gal./24 sec.

C A L C U L A T I O N S

1	.009 A.F./60 sec.	$\frac{(0.009 \text{ A.F.}) (325900 \text{ gal./A.F.}) (60 \text{ sec./min.})}{(60 \text{ sec.}) (448.8 \text{ gpm/cfs})}$	=	6.54 cfs
2	.008 A.F./60 sec.	$\frac{(0.008 \text{ A.F.}) (325900 \text{ gal./A.F.}) (60 \text{ sec./min.})}{(60 \text{ sec.}) (448.8 \text{ gpm/cfs})}$	=	5.81 cfs
3	.0025 A.F./60 sec.	$\frac{(0.0025 \text{ A.F.}) (325900 \text{ gal./A.F.}) (60 \text{ sec./min.})}{(60 \text{ sec.}) (448.8 \text{ gpm/cfs})}$	=	1.82 cfs
4	1000/24 sec.	$\frac{(1000 \text{ gal.}) (60 \text{ sec./min.})}{(24 \text{ sec.}) (448.8 \text{ gpm/cfs})}$	=	5.57 cfs

Publication dates _____

Publication approved _____ Date _____

Priority reduced to _____ Reason _____

Protests filed by _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by _____

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 _____, and said application is hereby _____.

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

a SUBJECT TO ALL PRIOR WATER RIGHTS

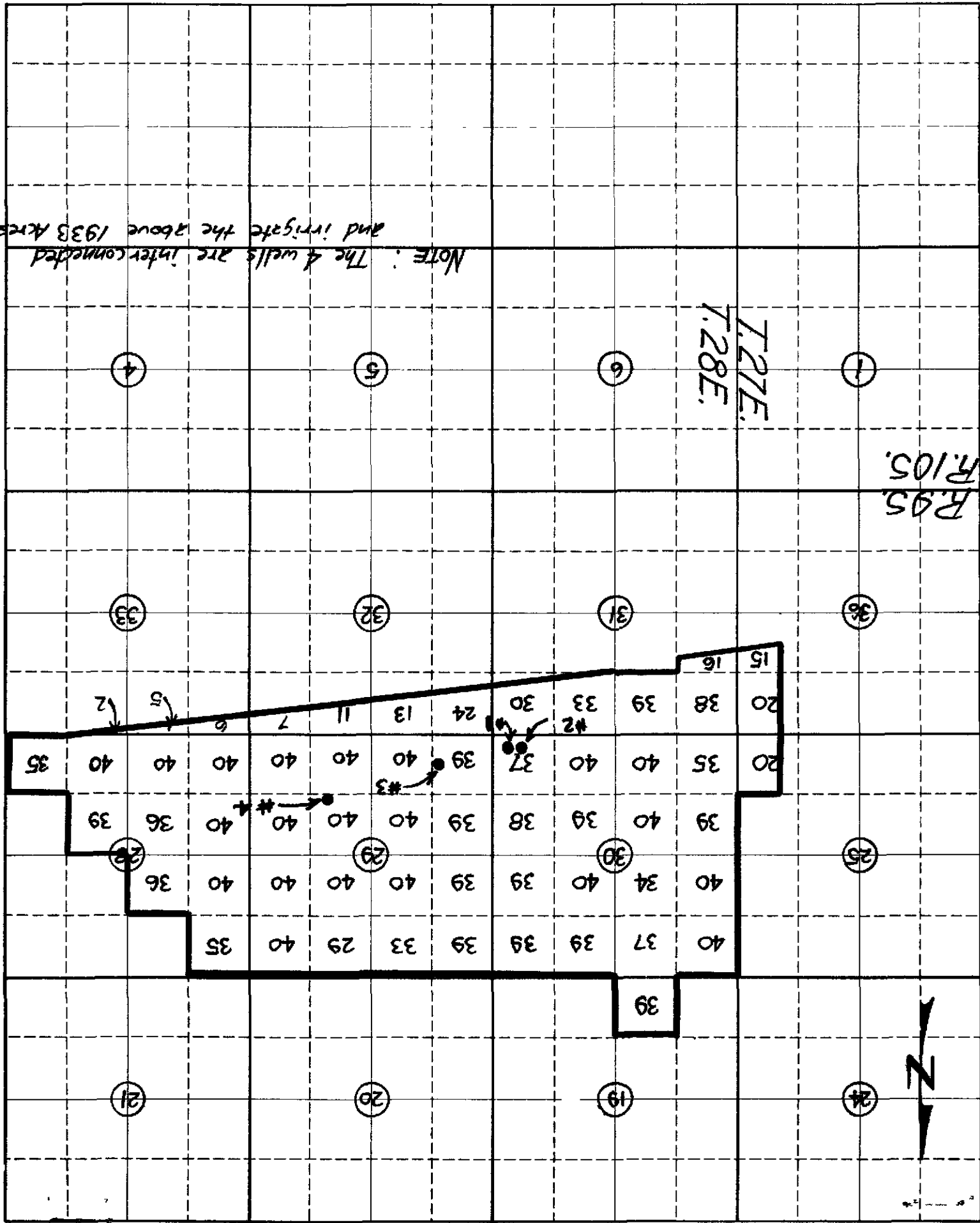
b Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19____.

c Other _____

2 Denial of said application is for the following reasons _____

Witness my hand this _____ day of _____ 19____.

Director



DATE OF EXAM 9-1-76

ACREAGE
Found 1933
Recommended 1583

Irrigation Requirement 4.0 Ac Ft/Ac

USE
Irrigation Q = 6.0 c.f.s. V = 2530.4 AF/Ann. from Apr. 1 to Oct. 31
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no _____

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

Exchange? yes _____ no _____

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

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

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

Total Q measured 19.74 cfs. Method of measurement (See Attached Sheet)
Total Q recommended 6.00 cfs Meter No. _____ Type _____ Condition _____
Total V recommended 2530.4 A.F./Ann.

Recommended Amendments:

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

MEASUREMENT CALCULATION

Q Measured = 19.74 cfs ; (See Attached Sheet)
Q Allowed = 6.00 cfs ; (Amount Applied For)
Volume = (6.00 cfs) (213 days/Ann.) (1.98 A.F./cfs/day) = 2530.4 A.F./Ann.

SYSTEM DESCRIPTION

Four wells with pumps are connected to a common mainline network which is connected to pivot and handline sprinklers which irrigate the total 1933 acres.

REMARKS

Paul Spanbauer was present during exam.
Gary Funderburg & Allen Merritt completed exam.
Other rights are appurtenant to the same land as covered under this exam.

Examiner's Signature Allen Merritt Date 9-8-76
Checked by Reid Jewell Date 9-16-76
Approved by Michael L. Steele Date 9-22-76

November 29, 1976

Re: Permit No. 43-7044 (part) 43-7047
 43-7045 43-7049
 43-7046 43-7052

Application for Permit No. 43-7069

Mr. Richard F. Goodson
Hawley, Troxell, Ennis & Hawley
P.O. Box 1617
Boise, Idaho 83701

Dear Mr. Goodson:

This office acknowledges receipt of the assignments whereby Riviera Farms, Inc. has conveyed the above referenced permits and application to Connecticut General Life Insurance Company.

The assignments have been recorded and copies returned herewith for your files.

Please be advised that proof of beneficial use has been submitted under each of the permits. Connecticut General will be advised of the findings of our examiner prior to issuance of the licenses.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

Enclosures (7)

cc: Connecticut General Life Insurance Co.
910 Stemmons Tower North
Dallas, TX 75207
(Re: Loans 7604500 & 7604600)

HAWLEY TROXELL ENNIS & HAWLEY

ATTORNEYS AND COUNSELORS

ONE CAPITAL CENTER

POST OFFICE BOX 1617

BOISE, IDAHO 83701

AREA CODE 208
TELEPHONE 344 7683

ROBERT I TROXELL
JESS B HAWLEY
PAUL B ENNIS
JOHN T HAWLEY
THOMAS A MILLER
M NEAL NEWHOUSE
ROBERT J ENNIS
CRAIG L MEADOWS
ROBERT L BILOW
JOSEPH D MCCOLLUM JR
WAYNE B SLAUGHTER JR
JESS B HAWLEY III
GARY D BABBITT
P CRAIG STORTI
RICHARD F GOODSON

November 24, 1976

RECEIVED

NOV 26 1976

Department of Water Resources

State of Idaho
Department of Water Resources
Statehouse
Boise, Idaho 83720

Re: Assignment of Water Permit Nos. 43-7044, 43-7045,
43-7046, 43-7047, 43-7049, 43-7052 and 43-7069

Dear Sirs;

Enclosed herewith please find the following:

1. Original and one duplicate original of Assignment of Permit (Partial) #43-7044. *EXAM COMPLETED*
2. Original and one duplicate original of Assignment of Permit #43-7045. *proof made*
3. Original and one duplicate original of Assignment of Permit #43-7046. *proof made*
4. Original and one duplicate original of Assignment of Permit #43-7047. *EXAM COMPLETED*
5. Original and one duplicate original of Assignment of Permit #43-7049. *proof made*
6. Original and one duplicate original of Assignment of Permit #43-7052. *EXAM COMPLETED*
7. Original and one duplicate original of Assignment of Permit #43-7069. *PENDING APPLICATION*

Please file the enclosed original Assignments and return the duplicate originals to our office showing the stamped filing information on said duplicate originals.

Please forward to the Assignee, Connecticut General Life Insurance Company, any pertinent information regarding the status of the water permits assigned to them.

State of Idaho

-2-

November 24, 1976

If you have any questions regarding this matter, please contact our office. Thank you for your assistance in this matter.

Very truly yours,

Richard F. Goodson

RICHARD F. GOODSON

RFG:fd

ENCLOSURES

cc: Tippet Land & Mortgage Company, Boise and Kennewick

RECEIVED
NOV 25 1976
FBI - BOISE



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

July 7, 1976

Re: Permit No's. 43-7043, 43-7044, 43-7045,
43-7046, 43-7047, 45-7142, 45-7143

Lonnie Leavell
Leavell Loan & Mortgage
1705 No. Cole Road
Boise, Idaho 83704

Dear Mr. Leavell:

You recently requested the present status of the above referenced permits.

The proof of beneficial use has not been submitted on Permit No. 43-7043 and is not due until November 1, 1978.

Proof of beneficial use has been made on Permit's No. 43-7044, 43-7045, 43-7046, 43-7047 and field examinations by the Department of the permits are now pending.

Permits no. 45-7142 and 45-7143 have been renumbered to 43-7049 and 43-7052 respectively. Proofs of beneficial use have also been made on these permits and the field exams are pending.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

RECEIVED



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

August 25, 1975

Re: Permit No's. 43-7044, 43-7045, 43-7046,
43-7049, 43-7052, 43-7047

Riviera Farms, Inc.
Box 789
Burley, Idaho 83318

Gentlemen:

We acknowledge receipt of the affidavits submitted as proof of beneficial use for the above referenced permits.

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

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

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

WATER RESOURCE BOARD.

John F. Straiff
Chairman

Franklin Jones
Member

George L. Yost
Vice-Chairman

M. Reed Hansen
Member

Donald R. Kramer
Secretary

Scott W. Reed
Member

Edwin C. Schlender
Member

Joseph H. Nettleton
Member

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

RECEIVED

AUG 18 1975 *OK jr*

Department of Water Resources
Southern District Office

1. a) Name of Permit Holder Riviera Farms Inc.
b) Post Office Address P.O. Box 789 Burley, Idaho 83318
2. Permit Number 43-7052 formerly no. 43-7052 45-7143
3. Date of Priority that you are prepared to establish 7-2-73
4. a) Source from which water was appropriated Deep Wells
b) Location of the point of diversion SW 1/4 SW 1/4, Section 29
Township 9S, Range 28E Boise Meridian, Other points of diversion:
2 points SE 1/4 SE 1/4 Sec 30 & 1 point NW 1/4 SE 1/4 Sec 29; all
points T 9S Rg 28E
5. a) The amount of water and use to which the water has been applied
amount 6.0 cfs for Irrigation purposes from 4-1 to 10-31 incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated _____ cfs and/or acre feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: _____
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use N/A
b) Describe the agreement or understanding by which you take water from the works: N/A
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (If from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 400 H.P. Pump, 300 H.P. Pump
200 H.P. pump with Mainlines, etc.
b) Describe the type and size of measuring device which you have installed at your point of diversion: 14" Badger Water Meter
2 1/2"
c) Give well drillers name and address and date the well was completed
Sherman Conch
340 Wanna Vista Dr. 5-19-75
Burley

Exam typed 8-25-75 *jr*

RECORDED

mtb

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use N/A

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

TWP.	RANGE	SEC.	NE1/4				NW1/4				SW1/4				SE1/4				TOTALS
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
9S	28E	19											39						39
		28						40	36	36			40		39	6	35		232
		29	40	29	40	40	33	39	39	40	40	39	39	40		40	40		538
		30	39	39	40	39	37		30	34	40	39	35	40	38	39	40	37	566
		31	30	33			39	38											140
		32	7	11			13	24											55
		33		2			5	6											13

Total number of acres irrigated 1583

10. Remarks:

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

8/15/75
(Date)

Rivera Farms Inc.
Paul Spanbauer
(Signature)

State of Idaho ss.
County of Cassia

On this 15 day of Aug, 19 75, personally appeared before me the
signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Ralph W. Rasmussen Jr.
Notary Public residing at Boise

My commission expires Nov. 16, 1976

July 3, 1975

CERTIFIED MAIL

26916

See 43-7049
for ext and

Re: Permit No. 43-7049 & 43-7052

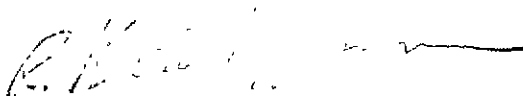
Riviera Farms, Inc.
Box 789
Burley, Idaho 83318

Gentlemen:

One of the conditions of approval of your water Permit No. ~~43-7049, 43-7052~~ (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before September 1, 1975. Enclosed is an affidavit form which must 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.

Either the beneficial use affidavit 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.



R. KEITH HIGGINSON
Director

RKH:jg
Enc: Proof affidavit (2)

MICROFILMED

Please
file

December 20, 1974

Bureau of Land Management
Vincent S. Strobel, Chief
Branch of L & M Operations
Room 398, Federal Bldg.
550 West Fort St.
Boise, ID 83724

Dear Mr. Strobel:

We have received your letters of December 17th concerning our publication of water rights Applications No.'s 63-8056, in the name of Carol M. Qualman, 63-7622 in the name of Dwight J. Moore, and 43-7052 & 45-7203 in the name of Lake Side Irrigation.

These applications are processed in the same manner as the water right applications filed in connection with a desert land entry. The application is reviewed for correctness of content, and published to allow anyone who feels that they would be injured by the appropriation an opportunity to protest. Final approval of the application, and granting of the permit, will not take place until the land is declared suitable for a homestead entry or segregated for a Carey Act project.

We have contacted all of those persons listed in your November 21st decision, and have allowed them a period of time to show that they have a possessory interest in the land, or the water right permit will be denied.

We hope this explanation of our processing procedures will alleviate some of your concern.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jg

*Please
file*

December 20, 1974

Bureau of Land Management
Vincent S. Strobel, Chief
Branch of L & M Operations
Room 398, Federal Bldg.
550 West Fort St.
Boise, ID 83724

Dear Mr. Strobel:

We have received your letters of December 17th concerning our publication of water rights Applications No.'s 63-8056, in the name of Carol M. Qualman, 63-7622 in the name of Dwight J. Moore, and 43-7052 & 45-7203 in the name of Lake Side Irrigation.

These applications are processed in the same manner as the water right applications filed in connection with a desert land entry. The application is reviewed for correctness of content, and published to allow anyone who feels that they would be injured by the appropriation an opportunity to protest. Final approval of the application, and granting of the permit, will not take place until the land is declared suitable for a homestead entry or segregated for a Carey Act project.

We have contacted all of those persons listed in your November 21st decision, and have allowed them a period of time to show that they have a possessory interest in the land, or the water right permit will be denied.

We hope this explanation of our processing procedures will alleviate some of your concern.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jg

RECEIVED
DEC 21 1974



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Idaho State Office
Room 398, Federal Building
550 W. Fort Street
P. O. Box 042
Boise, Idaho 83724

IN REPLY REFER TO

I-8829 (943)
I-8834

DEC 17 1974

Bob Fleenor
Department of Water Resources
Statehouse
Boise, Idaho 83720

Dear Mr. Fleenor:

We notice that two notices for water permit applications are being published in the Idaho Statesman in the names of Carol M. Qualman, application No. 63-8056, and Dwight J. Moore, application No. 63-7622.

Applications for homestead entry for the lands were filed by these applicants. The lands are included in Reclamation Withdrawal and are not available. On November 21, 1974 we issued a decision rejecting these applications and 16 others. A copy of our decision was sent to you.

Under the circumstances, we object to approval of these applications for water permits. The applicants have no right to or interest in the lands.

If you have any questions or need additional information, please let us know.

Sincerely yours,

Vincent S. Strobel, Chief
Branch of L&M Operations

Idaho State Office
Room 398, Federal Building
550 W. Fort Street
P. O. Box 042
Boise, Idaho 83724

DEC 17 1974

District Engineer
Idaho Department of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

Dear Sir:

The South Idaho Press is carrying a Notice of Application for Water Permit, applications No. 43-7053 and 45-7203, in the name of Lake Side Irrigation.

An application for temporary withdrawal under the Carey Act has also been filed for the lands in the name of the Lake Side Irrigation under serial number I-9075.

We ask that no action be taken by your office to approve the above applications for permit until we notify you that a Carey Act Project has been approved for the lands involved in their application for permit.

Sincerely yours,

Vincent S. Strobel

Vincent S. Strobel, Chief
Branch of L&M Operations

cc: Keith Higginson, Director
Idaho Dept. of Water Resources

*Please
file*

December 20, 1974

Bureau of Land Management
Vincent S. Strobel, Chief
Branch of L & M Operations
Room 398, Federal Bldg.
550 West Fort St.
Boise, ID 83724

Dear Mr. Strobel:

We have received your letters of December 17th concerning our publication of water rights Applications No.'s 63-8056, in the name of Carol M. Qualman, (63-7622) in the name of Dwight J. Moore, and (43-7052 & 45-7203 in the name of Lake Side Irrigation.

These applications are processed in the same manner as the water right applications filed in connection with a desert land entry. The application is reviewed for correctness of content, and published to allow anyone who feels that they would be injured by the appropriation an opportunity to protest. Final approval of the application, and granting of the permit, will not take place until the land is declared suitable for a homestead entry or segregated for a Carey Act project.

We have contacted all of those persons listed in your November 21st decision, and have allowed them a period of time to show that they have a possessory interest in the land, or the water right permit will be denied.

We hope this explanation of our processing procedures will alleviate some of your concern.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jg

RECORDED



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Idaho State Office
Room 398, Federal Building
550 W. Fort Street
P. O. Box 042
Boise, Idaho 83724

IN REPLY REFER TO

I-8829 (943)
I-8834

DEC 17 1974

Bob Fleenor
Department of Water Resources
Statehouse
Boise, Idaho 83720

Dear Mr. Fleenor:

We notice that two notices for water permit applications are being published in the Idaho Statesman in the names of Carol M. Qualman, application No. 63-8056, and Dwight J. Moore, application No. 63-7622.

Applications for homestead entry for the lands were filed by these applicants. The lands are included in Reclamation Withdrawal and are not available. On November 21, 1974 we issued a decision rejecting these applications and 16 others. A copy of our decision was sent to you.

Under the circumstances, we object to approval of these applications for water permits. The applicants have no right to or interest in the lands.

If you have any questions or need additional information, please let us know.

Sincerely yours,

Vincent S. Strobel, Chief
Branch of L&M Operations

ENCLOSURE

Idaho State Office
Room 398, Federal Building
550 W. Fort Street
P. O. Box 042
Boise, Idaho 83724

NOY

DEC 17 1974

District Engineer
Idaho Department of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

Dear Sir:

The South Idaho Press is carrying a Notice of Application for Water Permit, applications No. 43-7053 and 45-7203, in the name of Lake Side Irrigation.

An application for temporary withdrawal under the Carey Act has also been filed for the lands in the name of the Lake Side Irrigation under serial number I-9075.

We ask that no action be taken by your office to approve the above applications for permit until we notify you that a Carey Act Project has been approved for the lands involved in their application for permit.

Sincerely yours,

Vincent S. Strobel

Vincent S. Strobel, Chief
Branch of L&M Operations

cc: Keith Higginson, Director
Idaho Dept. of Water Resources



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

Statehouse
Boise, Idaho 83720
(208) 384-2215

R. Kerth Higginson
Director

September 6, 1974

Re: Permit No.'s 43-7049 & 43-7052

Riviera Farms, Inc.
Attn: Paul Spanbauer
P. O. Box 789
Burley, ID 83318

Dear Mr. Spanbauer:

Enclosed is an Order which extends the proof due date in connection with the above referenced permits.

The time within which to submit proof of beneficial use on both permits has been extended to September 1, 1975.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG
Enclosure

WATER RESOURCE BOARD

John F. Streiff
Chairman
Franklin Jones

George L. Yost
Vice-Chairman
M. Reed Hansen

Donald R. Kramer
Secretary
Scott W. Reed
M

Edwin C. Schlender
Member
Joseph H. Nettleton

1 RECEIVED

SEP 3 1974

Department of Water Resources

P.O. Box 789

Burley, Idaho 83318

August 30, 1974

Mr. R. Keith Higgison, Director
Department of Water Resources
Statehouse Annex 2
Boise, Idaho 83701

RE: Permit #437049 & #437052
(Renumbered from #45712
and #45713)

Dear Mr. Higgison:

We have been unable to accomplish all of the provisions necessary for filing proof of beneficial use. The entire project listed under the above permit numbers is completed except for the installation of a water measuring device which is in the process of getting here. We have tried repeatedly to obtain these but have been unsuccessful, but at least found a source of supply and will have these installed before too long a period elapses. Therefore, we request an extension for filing the proof of beneficial use on these two items.

Please advise as soon as possible.

Sincerely,

Paul Spanbauer by
Paul Spanbauer RWRasmussen

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse - Annex 2

Boise, Idaho 83707

(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

July 1, 1974

CERTIFIED MAIL

*#25504 filed
Cancled in 43-7049*

Re: Permit No. 43-7049 & 43-7052 (Re-numbered from 45-7142 & 45-7143)

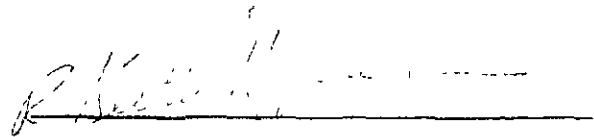
Riviera Farms, Inc.
P. O. Box 789
Burley, Idaho 83318

Gentlemen:

One of the conditions of approval of your water Permit No. 43-7049 & 43-7052 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before September 1, 1974. Enclosed is an affidavit form which must 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.

Either the beneficial use affidavit 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.


R. KEITH HIGGINSON
Director

43 7052

Enc: Proof affidavit (2)

⁴
September 28, 1973

Re: Permit No.'s 45-7142 & 45-7143

Riviera Farms, Inc.
P. O. Box 789
Burley, Idaho 83318

Gentlemen:

Enclosed you will find copies of the approved application for amendments in connection with the above referenced permits.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JC

cc: Southern District Office

43 7052

August 2, 1973

Re: Permit No. 45-7142 & 45-7143

Riviera Farms, Inc.
Box 789
Burley, ID 83318

Gentlemen:

Enclosed is a copy of your approved Application for Permit No. 45-7142 and 45-7143. 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 points of diversion has been placed upon your permits. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:cd

Enclosures

43 7052

July 6, 1973

RE. Application Nos. 45-7142 - Riviera Farms Inc.
45-7143 - Riviera Farms Inc.

South Idaho Press

Box 140
Pocatello, ID 83318

Gentlemen:

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

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

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

Very truly yours,

43 7052

Bob Haynes
District Engineer
Southern District

Bill submitted 7-19-73 by jam

BH:jam

Enc: Legal Notices (2)

73-218 OK *mm 7-9 73*
NOTICE OF APPLICATION FOR
WATER PERMIT

Notice is hereby given that Riviera Farms Inc Box 789, Burley, ID has on July 2, 1973 submitted Application No 45-7143 for a permit to appropriate 60 cubic feet per second of water from groundwater by means of a well and pump within the NW¹/₄SE¹/₄, Sec 29, T 9S, R 27E, B M ^{CASSIN D} to be used from Mar 15 to Nov 15 for irrigation of 400 acres within the E¹/₂SE¹/₄, Sec 29, SE¹/₄NW¹/₄, SW¹/₄, NW¹/₄SE¹/₄, S¹/₂SE¹/₄, Sec 28, T 9S, R 27E, 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 Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301 on or before July 27, 1973

R KEITH HIGGINSON
Director

Published in the South Idaho Press on July 10 and July 17, 1973

43 7052

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Riviera Farms Inc.

Box 789, Burley, ID

has on July 2, 1973 submitted Application No. 45-7143

for a permit to appropriate 6.0 cubic feet per second ~~XXXXX~~ ~~XXXXX~~ ~~XXXXX~~ ~~XXXXX~~
of water from groundwater

by means of a well and pump

within the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, T. 9S, R. 27E, B.M. Cassia County *by telephone 7-9-73 from*

to be used from Mar. 15 to Nov. 15

for irrigation of 400 acres

within the E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 28; T. 9S, R. 27E, 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 Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301 on or before July 27, 1973.

R. KEITH HIGGINSON

Director

Published in the South Idaho Press

on July 10 and July 17, 1973