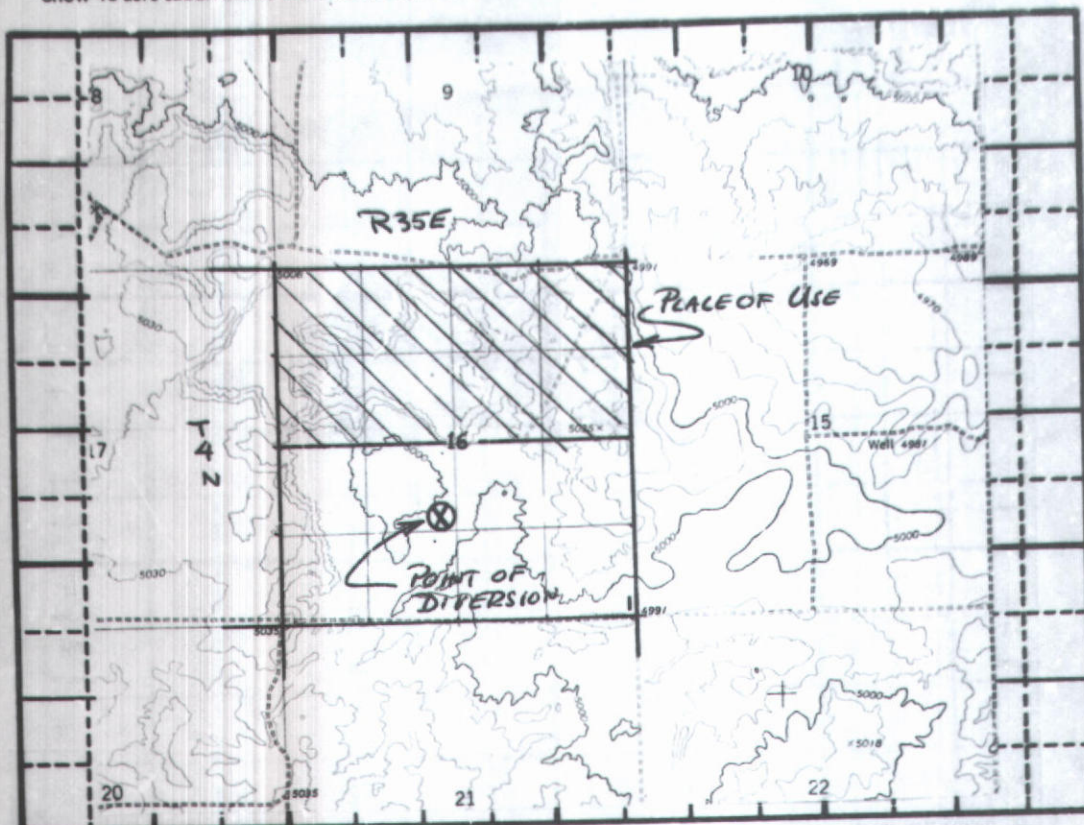


Complete the following map by showing land and point of diversion as proposed by this amendment.
Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 1 inch equals 4 miles
1:240000

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

Signed at Pocatello, Idaho, this 25th day of June, 19 85.
x Kerry C. Gallup
(Signature)

FOR DEPARTMENT USE ONLY

Asst. Dir. HWS
Preliminary check by _____ Fee = \$20.00
Publication prepared by AD Date 12/18/85
Publication dates Dec 24 + 31, 1985
Received by at Date 6-28-85 # 33394
Published in Jefferson Star

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, L. GLEN SAYTON, of the Department of Water Resources hereby
Approve the above referenced Amendment provided the conditions as set forth on
page 4 of Permit No. 35-7940 are met.

Witness my hand this 20th day of January, 19 86.
L. Glen Saylor
for Director

THE JEFFERSON STAR
RIGBY, IDAHO

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO { ss
County of Jefferson

I, Terry Weatherston

being first duly sworn, depose and say, that I am the printer of THE JEFFERSON STAR, a weekly newspaper printed and published weekly at Rigby, Jefferson County, Idaho; and I do solemnly swear that the

Notice Of Amended Application
a copy of which notice appears attached hereto, was published in the regular and entire issue of said newspaper, and not in any supplement issue thereof for 2 consecutive issues, the first publication having been made on Dec. 21, 1985 and the last publication having been made on Dec. 31, 1985.

Further, that said newspaper is one of general circulation in said county; that it is a legal newspaper, conforming to legal specifications under the Idaho Statutes; that it has at least two hundred bona fide subscribers living within the county of publication; and that it has been continuously and uninterrupted published in said county during a period of seventy-eight consecutive weeks prior to the first publication of the said notice.

Terry Weatherston

Subscribed to and sworn to before me
this Jan. 1, 1986

Doree Garner
Notary Public.
(SEAL)

My commission expires April 20, 1986

RECEIVED

JAN 8 1986

Department of Water Resources
Eastern District Office

NOTICE OF AMENDED APPLICATION FOR WATER PERMIT NO. 35-7940

Notice is hereby given that Application for Permit No. 35-7940 in the name of Investors Credit Inc., Pocatello, Idaho was filed for the diversion of 6.24 cfs of water from a ground-water source with the point of diversion within the SW1/4NE1/4 Sec 16 T4N R 36E B.M., Jefferson County; 20 cfs is used for stockwatering; .08 for domestic purposes for two families; and .08 is used for commercial purposes from January 1 to December 31; 5.30 cfs is used from April 1 to November 30 for irrigation purposes, within the NW1/4 Sec 16 T4N R 36E.

The applicant now proposes to amend Application 35-7940 amending the point of diversion to within the NE1/4SW1/4 Sec 16 T4N R 36E B.M., Jefferson County.

Any protest to the proposed amending of the application must be filed with the Idaho Department of Water Resources, 160 Shoup Ave., Suite 15, Idaho Falls, Idaho on or before January 10, 1986.

A. KENNETH DUNN
Director

Filed Dec. 24 and 31, 1985

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

16

Place of use for livestock is 1/4 sec. 16, T. 1N, R. 1E, S. 1E

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.

Investors Credit Inc.

BY: Kerry C. Gallup
(Applicant)

Proposed Priority

1/8/81

Received by EMC Date 1-8-1981 Time 12:30

Preliminary check by W.J. Fee \$ 165.

Received by kw Date 1/8/81 # 16151

Publication prepared by kw Date 1/15/81

Published in The Rigby Star

Publication dates 1/21 & 1/28/81

Publication approved kw Date 2/18/81

Protests filed by: me

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by W.C. RA

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. 35-7940, 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 March 1, 19 86.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other:

An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

The issuance of this permit in no way grants any right-of-way or easement across the land of another.

Witness my hand this 12th day of March, 1981.

J. Glen Saylor
Chief, Operations Bureau

**NOTICE OF APPLICATION
FOR WATER RIGHT**

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

35-79-0
Investors Credit Inc., 690
Yellowstone Suite G,
Pocatello, Id 83201
Source: Groundwater
Date Filed: 01/08/1981
Amount: 6.24 CFS
Diversion Point: SWNE Sec
16 T 04N R 35E, Jefferson Co.
Use: Irrigation (5.90 CFS)
from 04/01 to 11/30;
Stockwater (0.20 CFS) from
01/01 to 12/31; Commercial
(0.08 CFS) from 01/01 to 12/31;
Domestic (0.06 CFS) from
01/01 to 12/31
Place of Use: NENE NWNE
SWNE SENE NENW NWNW
SWNW SENW Sec 16 T 04N R
35E for 295 acres
Diversion Means: Well,
pump, pipeline & sprinkler
system.

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 150 Shoup Ave., Idaho Falls, Idaho 83401 on or before February 9, 1981.
C. Stephen Allred
Director

Published January 22 and 29,
1981

Affidavit of Publication

THE RIGBY STAR

RECEIVED
FEB 12 1981

Idaho Department of Water Resources
Pocatello District Office

STATE OF IDAHO,

County of Jefferson

ss

I, Marie B. Nye, do solemnly swear that I am the Publisher of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes Annotated Section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that at the times herein mentioned said publication as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for 2 consecutive issues thereof; first publication having been made on the

Twenty-Second day of January, 19 81

and the last publication on the

Twenty-Ninth day of January, 19 81

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each printed from type matter of at least seventeen and three-fourths inches depth; and that there are at least two hundred bonafide subscribers in Jefferson County.

Marie B. Nye
Publisher

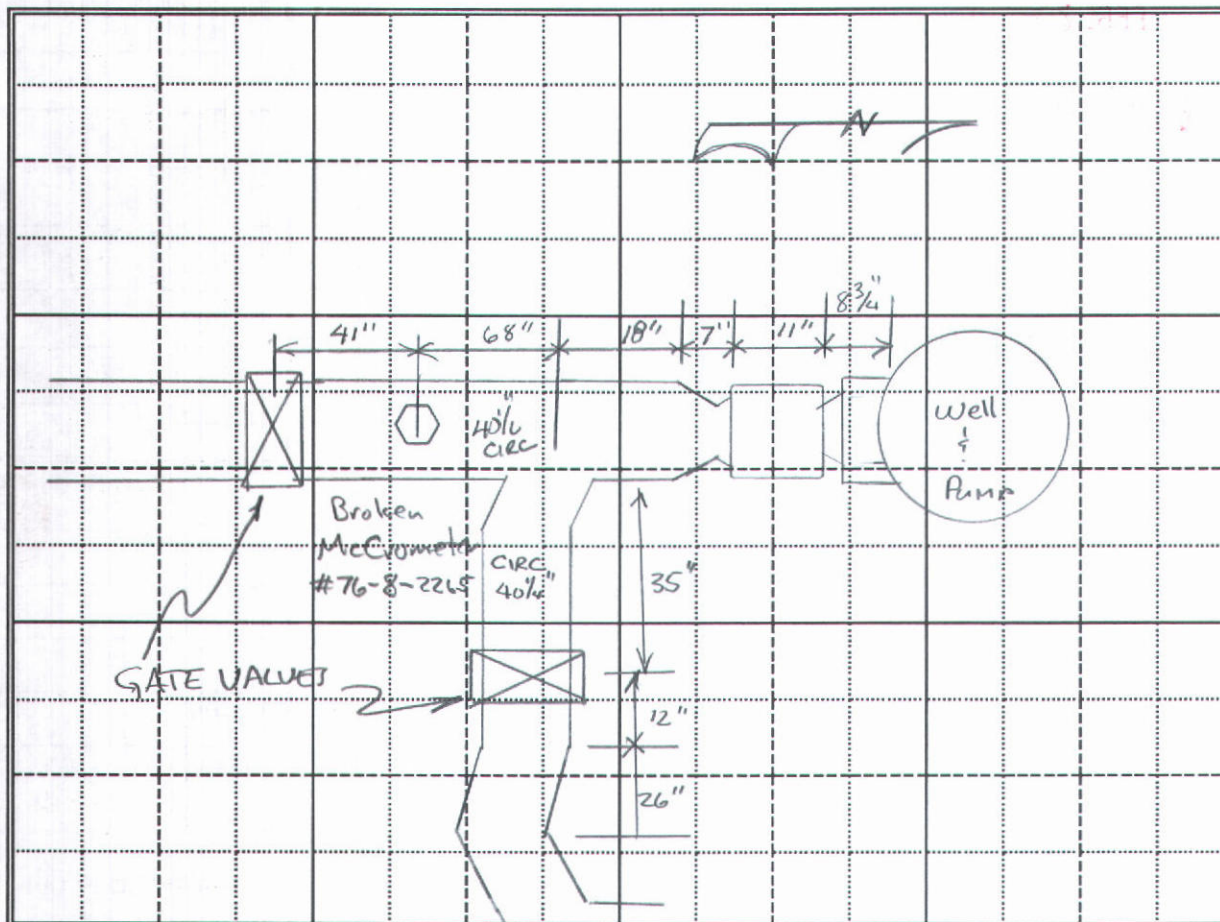
Subscribed in my presence and sworn to before me this Twenty-Ninth day of January, 19 81.
(SEAL)

Earl W. Flapin
Notary Public for the State of Idaho
Residence and P. O. Address, Rigby, Idaho.

My commission expires Life, 19

Publication Fee: \$ 18.04

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____

Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

Aerial Photo Attached (required for irrigation of 10+ acres)

Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	G.E.	600	BCJ 222018	JOHNSTON	12"

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: NOT ABLE TO MEASURE STATIC H2O LEVEL

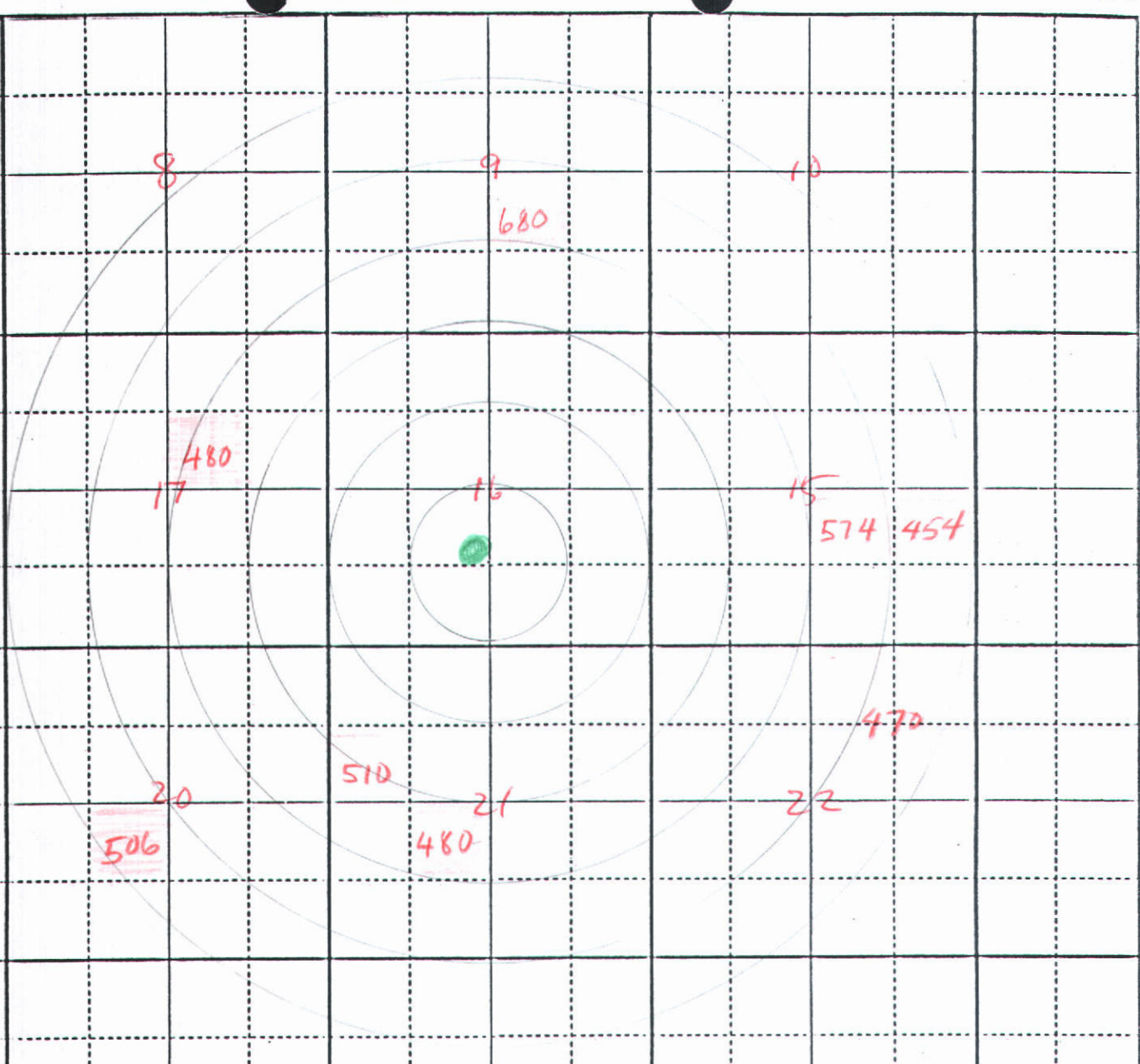
35-7940

NAME OF APPLICANT.....

Form No. 0

R3SE

T
4
N



STATIC WATER LEVELS
FROM WELLS IN AREA

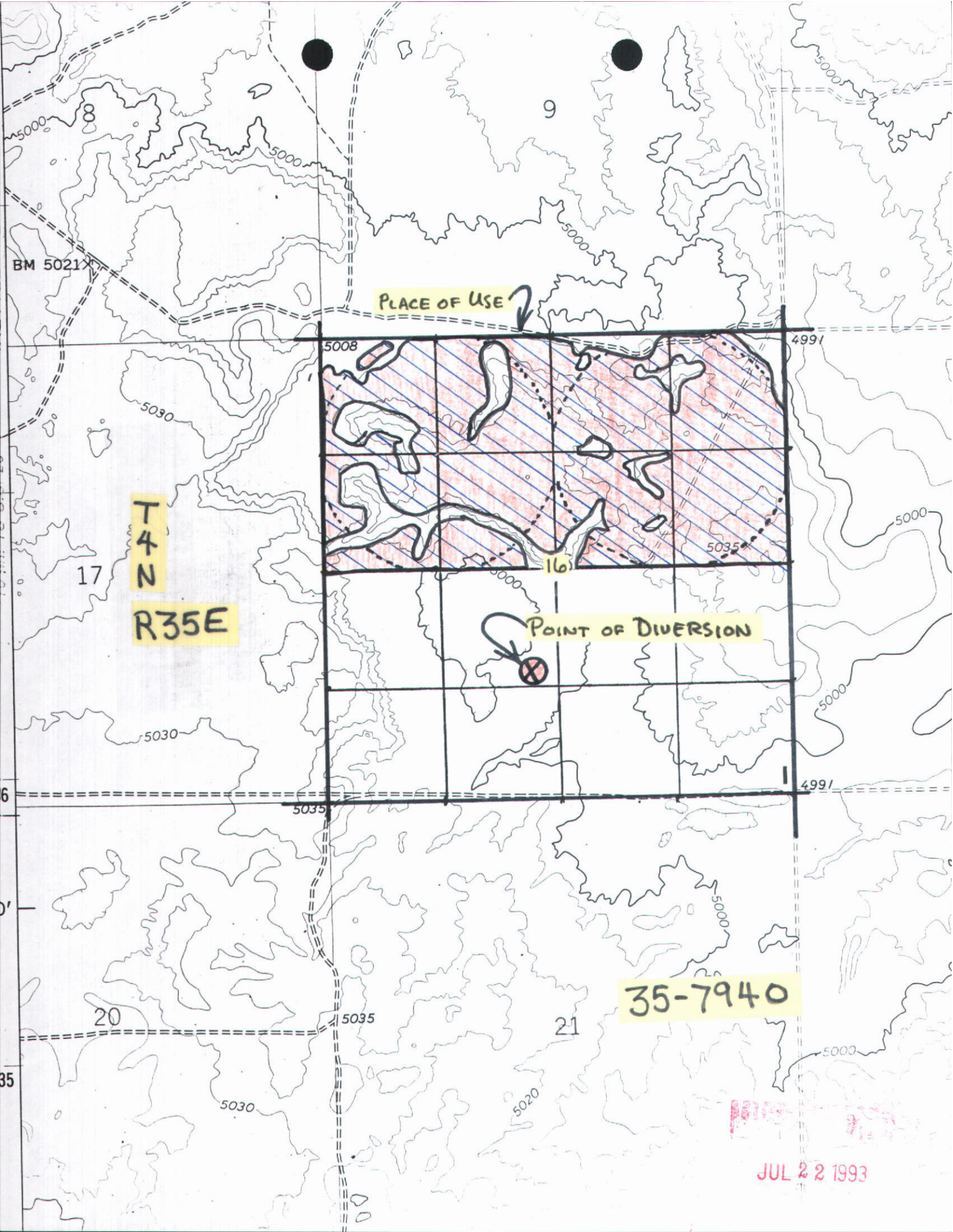
35-7940

RECORDED

JUL 22 1993

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

35-7940



PLACE OF USE

T
4
N

R35E

POINT OF DIVERSION

35-7940

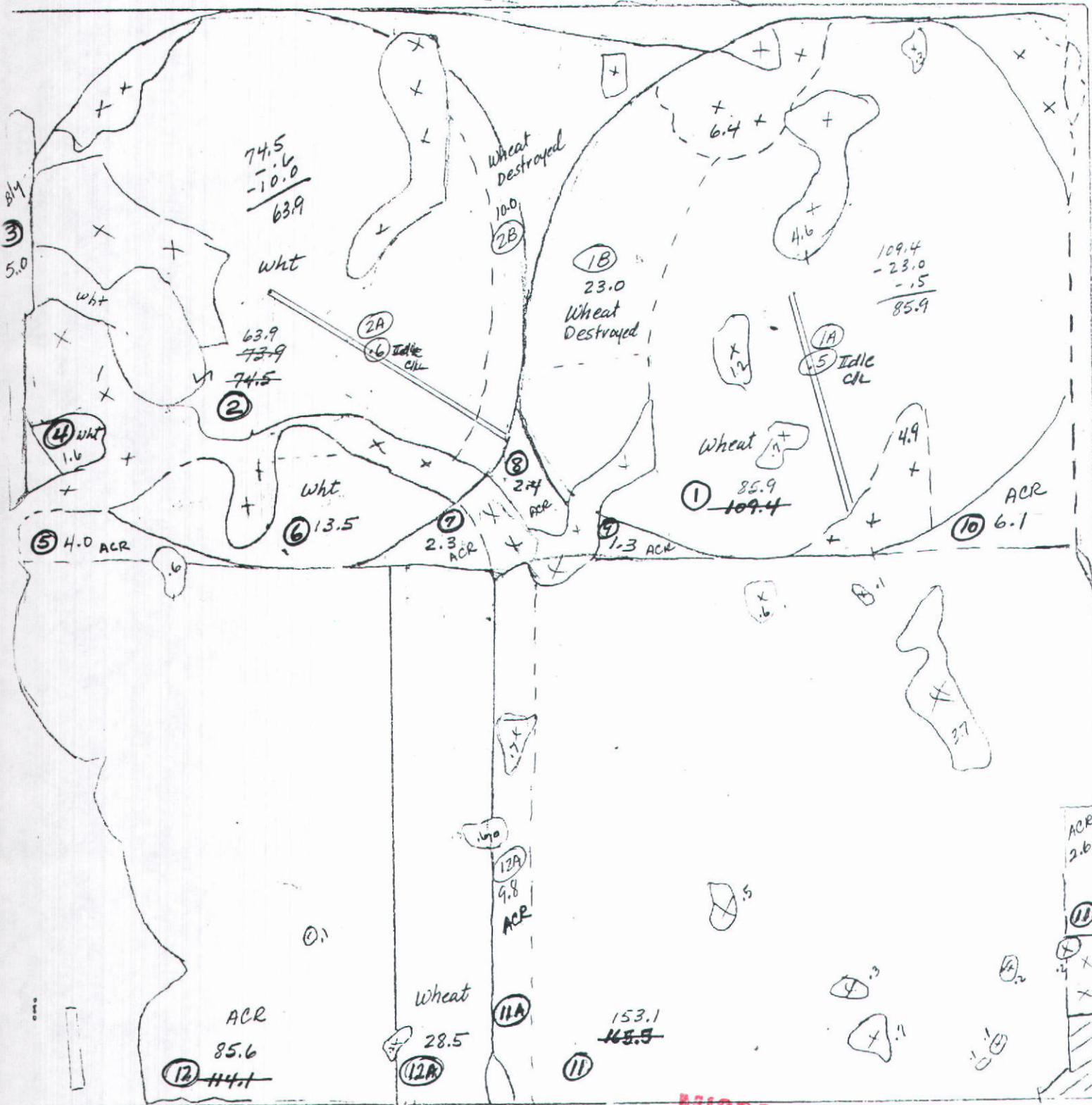
JUL 22 1993



RECEIVED

JUL 22 1984

35-7940



COPY

MICROFILMED

MAY 20 1993

Handwritten notes at top right.

8
9
17
16

18605
1847

Paul Street

19520
1765

Walt

235

John

281

John

1847

Walt
Paul Street

MICROFILMED

MAY 26 1993

COPY

DEFAULT. Lessee shall be in default if any of the following events shall occur: (a) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (b) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (c) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (d) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (e) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (f) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (g) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (h) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (i) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (j) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (k) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (l) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (m) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (n) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (o) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (p) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (q) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (r) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (s) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (t) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (u) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (v) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (w) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (x) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (y) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified; (z) Lessee shall fail to pay when due any payment of rental or other sum due hereunder at or before the time specified.

REMEDIES OF LESSOR. In the event of a default by Lessee, (subject to any applicable grace provisions), Lessor may, without any further notice, exercise one or more of the following remedies in its sole discretion shall elect: (a) declare all unpaid rentals and all other Obligations of Lessee under this Lease to be immediately due and payable; (b) terminate this Lease as to the Equipment; (c) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for such removal or other proceeding by the Lessee and remove the same; (d) cause Lessee to promptly return the Equipment to Lessor and in the condition set forth above; (e) use, hold, sell, lease or otherwise dispose of the Equipment or any items thereof on the premises of Lessee or any other location without affecting the Obligations of Lessee hereunder; (f) sell or lease the Equipment, or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, give notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (g) proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; (h) exercise any and all rights accruing to Lessor under any applicable law upon a default by a Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages, and not as a penalty, a sum equal to the aggregate of the following: (a) all unpaid rentals and other sums which are due and payable for any item of Equipment up to the date of redelivery to or repossession by Lessor; (b) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including reasonable attorneys' fees and legal expenses; (c) all unpaid rentals due and to become due under this Lease for any item of Equipment which Lessee fails to return to Lessor as provided above or converts or destroys, or which Lessor is unable to repossess; and (d) an amount equal to the difference between (i) all unpaid rentals for any item of Equipment returned to or repossessed by Lessor from the date hereof to the end of the respective rental period and (ii) the present fair market rental value of each such item or item of Equipment for such unexpired rental period (the "Unexpired Rental Value"), provided, however, that the Unexpired Rental Value of each item of Equipment shall be deemed to be an amount equal to the proceeds of any sale thereof by Lessor, or lease thereof by Lessor, for a period substantially similar to the unexpired rental period thereof. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto. Lessor shall not be obligated to sell, lease or otherwise dispose of any item of repossessed Equipment hereunder if it would impair the sale, lease or other disposition of similar equipment in the ordinary course of Lessor's business or which was previously repossessed by Lessor from any party.

None of the remedies under this Lease are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor in law or equity. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided, and the bringing of an action or the entry of judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of Equipment. LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY LESSOR IN THE EVENT OF A DEFAULT HEREUNDER BY LESSEE. Further, upon the occurrence of any event of default, and at any time thereafter, Lessee shall, if Lessor requests, assemble the Equipment and make it available to Lessor at a place or places to be designated by Lessor, which is reasonable and convenient to Lessor and Lessee.

22. COSTS, EXPENSES AND ATTORNEYS' FEES. If at any time or times hereafter Lessor employs counsel to intervene, file a petition, answer, motion or other pleadings in any suit proceeding relating to this Lease, or the Equipment, or to represent Lessor in any pending or threatened litigation with respect to the affairs of Lessee, or to enforce any rights of Lessor hereunder the payment of Lessee's Obligations, then, in any of such events, all of the reasonable attorneys' fees arising from such services, and any expenses relating thereto, will be an additional Obligation owing hereunder by Lessee to Lessor, payable on demand.

23. NON-WAIVER. Lessor's failure at any time to require strict performance by Lessee of any provision hereof shall not waive or diminish Lessor's rights thereafter to demand strict performance thereof or of any other provision. None of the provisions of this Lease shall be held to have been waived by any act or knowledge of Lessor, but only by a written instrument executed by Lessee and delivered to Lessee. Waiver of any default shall not be a waiver of any other or subsequent default.

24. COMMUNICATIONS. All notices required or permitted hereunder shall be in writing and shall be deemed duly given if delivered personally or mailed, by registered or certified mail, to the respective addresses of the parties set forth above or any other address designated by notice served in accordance herewith.

25. FINANCIAL AND OTHER INFORMATION. As soon as practicable after the end of each fiscal year, and in any event within sixty (60) days thereafter, Lessee shall furnish Lessor with a copy of Lessee's balance sheet as of the end of such year and with statements of income and of surplus for such year. Such financial information shall be audited and certified by reputable independent certified public accountants if Lessee has used the services of the same in the preceding year or if Lessor so requests in writing. In addition to the foregoing, Lessee shall furnish such other financial and other information about the condition and affairs of Lessee and about the Equipment as Lessor may from time to time reasonably request. Upon Lessor's request, and without limitation of the generality of the foregoing sentence, Lessee shall provide Lessor with evidence that Lessee has paid all taxes and other charges described in or has otherwise complied with paragraph 12 above.

26. CHOICE OF LAW; SERVICE OF PROCESS. This Lease shall be deemed to have been made at Columbus, Nebraska, regardless of the order in which the signature of the parties shall be affixed hereto, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Nebraska, and part of the consideration for the Lessor's executing this Lease, Lessee consents to the jurisdiction of any local, state, or federal court located within the State of Nebraska, and waives personal service of any and all process upon the Lessee herein, and consents that all such service of process may be made by certified or registered mail, return receipt requested, directed to the Lessee at the address hereinabove stated, and service so made shall be deemed to be completed three (3) days after the same shall have been posted aforesaid. Lessee waives any objection to venue of any action instituted hereunder and consents to the granting of such legal or equitable relief as is deemed appropriate by the court. Lessee does hereby irrevocably appoint any vice president of Lessor, located at Columbus, Nebraska, 68601, or any successor to the managerial position with Lessor presently held by a vice president, as Lessee's agent for the purpose of accepting the service of any process within the State of Nebraska, and said agent agrees to promptly forward by certified mail, any process served upon him to Lessee at Lessee's address hereinabove set forth.

27. OPTIONS OF LESSEE AT END OF TERM. Upon the expiration of the initial term of this Lease, Lessee may elect to purchase the Equipment upon 60 days prior notice to Lessor being agreed that the purchase price of the Equipment shall be the fair market value thereof as installed as of the date of Lessee's notice exercising such option, said value to be determined by negotiation between the parties hereto. If, however, the parties do not agree as to the fair market value within ten (10) days following the commencement of such negotiations, then the fair market value shall be determined by an independent, qualified appraiser jointly selected by Lessee and Lessor. In the event that the parties shall be unable to jointly agree upon the selection of such appraiser within twenty (20) days following the commencement of such negotiations, then Lessor and Lessee shall each select its own independent, qualified appraiser and the fair market value for purposes of this paragraph shall be the average of the fair market values fixed by each such appraiser.

Unless the Lessee elects to purchase the Equipment at the expiration of the initial term hereof by giving notice thereof to Lessor at least sixty (60) days prior to the expiration of said initial term of this Lease shall be deemed to have been automatically renewed for one renewal term upon the expiration of the initial term hereof, such renewal term to be for a period of sixty months (60), provided, however, that: (i) Lessee may elect not to have the term hereof so renewed by notice to Lessor not less than sixty (60) days prior to the expiration of the initial term hereof; (ii) subject to Lessor's rights in the event of a default hereunder, Lessee may terminate such renewal term on any anniversary thereof by furnishing a 60-day prior notice to Lessor. In the event that this Lease is renewed, Lessor shall refund the unused portion of any security deposit upon the expiration of the initial term of this Lease.

The rental to be paid by Lessee during the renewal term shall be equal to the fair rental value of the Equipment, which fair rental value shall be determined by Lessor based upon the fair market value of the Equipment, as determined in the manner provided above with respect to the purchase option. Rental shall be paid annually in advance on the first day of each year during the renewal term.

28. DISCLAIMER OF WARRANTIES. THE LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE WORKMANSHIP IN THE EQUIPMENT, THE COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, PATENT INFRINGEMENT, OR LATENT DEFECTS. LESSOR HEREBY ASSIGNS TO LESSEE, WITHOUT RECOURSE, ALL WARRANTIES AND REPRESENTATIONS MADE OR ASSIGNED TO LESSOR BY THE VENDOR. IN NO EVENT SHALL LESSOR BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR DELAY IN THE PERFORMANCE OF ANY WARRANTY ASSIGNED HEREUNDER OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY THE USE OF THE EQUIPMENT OR FROM ANY OTHER CAUSE. NO ONE HAS AUTHORITY TO ASSUME (ON BEHALF OF LESSOR OR ANY OTHER OBLIGATION IN CONNECTION WITH THE EQUIPMENT WITHOUT WRITTEN AUTHORIZATION OF LESSOR.

29. MISCELLANEOUS. If any provision of this Lease or the application thereof is hereafter held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and to the extent the provisions of this Lease are declared severable. Titles to paragraphs shall not be considered in the interpretation of this Lease. This Lease and the Schedules set forth the entire understanding between the parties and may not be modified except in a writing signed by both parties. Any renewal term with respect to any Schedule, whether specified in such Schedule or hereafter agreed in writing by the parties, shall, except as otherwise specified or agreed to in writing, be upon and subject to all of the terms of this Lease. If there is more than one Lessee, the Lessee's Obligations hereunder are joint and several. Whenever in this Lease there is a reference to Lessor, such reference shall be deemed to include any authorized agent of Lessor. If there is more than one Lessee, the term "Lessee" shall collectively include all such Lessees. THIS LEASE IS SUBMITTED TO LESSOR FOR ITS ACCEPTANCE OR REJECTION AND WILL NOT BECOME EFFECTIVE UNLESS ACCEPTED BY LESSOR IN WRITING AT ITS OFFICE IN COLUMBUS, NEBRASKA. Several copies or counterparts of this Lease may be signed by the parties hereto, but only the original Lessee's copy shall be deemed the chattel paper or document for purposes of assignment or transfer or determining applicable laws. LESSEE WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS LEASE, ANY SCHEDULE HERETO, OR ANY INSTRUMENTS OR DOCUMENTS DELIVERED PURSUANT TO THIS LEASE, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF. For purposes of determining the amount of Lessee's Obligations, the receipt of any check or any other item of payment on account thereof will not be considered a payment on account thereof until such check or other item of payment is honored when presented for payment. Lessee irrevocably waives the right to direct application of any and all payments at any time or times hereafter which may be received by Lessor by or for the benefit of Lessee, and Lessee irrevocably agrees that Lessor will have the continuing exclusive right to apply and reapply any and all such payments received by Lessor at any time or times hereafter in such manner as Lessor may deem advisable, notwithstanding any entry by Lessor on any of its books and records.

BY EXECUTION HEREOF, THE PERSON EXECUTING THIS AGREEMENT AS OR ON BEHALF OF THE LESSEE HEREBY CERTIFIES THAT HE HAS READ AND AGREES TO ALL OF THE TERMS ON BOTH SIDES OF THIS AGREEMENT, AND THAT HE IS DULY AUTHORIZED TO EXECUTE THIS LEASE ON BEHALF OF LESSEE.

ATTEST: ☒ H. L. Clark, Jr.
(Ass.) Secretary

☒ Thomas W. Clark
(Corporate Seal)

WITNESS ☒ Marsha Blalock

Accepted by Lessor at Columbus, Nebraska LINDSAY CREDIT CORPORATION (Lessor)

(Corporation)
Investors Credit, Inc. (Less)

By ☒ Kerry C. Dally
(Vice) President

☒ Mark Clark (Individual) (Less)

MINNEAPOLIS
MAY 20 1993

(Less)

(Less)

(Partnership)



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS
Governor

A. KENNETH DUHN
Director

35-7940
INVESTORS CREDIT INC.
P.O. BOX 4972
MCCARTHER, IL 63201

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

June 19, 1987

Dear Permit Holder:

LAPSE NOTICE
License Examination Fee

You are hereby notified that under the provisions of Section 42-217 and 42-218a, Idaho Code, the above referenced permit will lapse and be of no further force nor effect on August 19, 1987, for failure of the permit holder to submit either the license examination fee or an acceptable field examination report prepared by or under the supervision of a certified water right examiner.

Provisions of § 42-217, Idaho Code, and the Beneficial Use Examination Rules and Regulations provide that failure of the permit holder to submit either the fee or an acceptable field examination report within one (1) year and sixty (60) days after notification by the director that the submittal is due is cause for the director to reject the proof of beneficial use and lapse the permit. The Department notified you of the required submittal on June 19, 1986.

The lapsed permit can be reinstated upon a showing of reasonable cause for late submittal of proof of beneficial use, if you submit to the Department on or before October 19, 1987, either the license examination fee or an acceptable field examination report prepared by or under the supervision of a certified water right examiner.

Enclosed is a fee information sheet that must be completed and submitted to the Department to keep the permit in good standing. If you have questions, please contact any office of the Department.

Sincerely,

L. Glen Saxton
L. GLEN SAXTON, Chief
Operations Bureau

Enclosure

Form No. 211a
11/78

State of Idaho
Department of Water Resources

AMENDMENT ANALYSIS SHEET

INITIAL REVIEW BY: KEITH C WILSON

Right Number 35-7940 Applicant Investors Credit Inc.
Purpose of Amendment: ☒ Change point of diversion. ☐ Add diversion point(s).
☐ Increase amount. ☐ Change place of use. ☐ Other _____

CHECK:

- ☒ Description of amended point(s) of diversion.
☒ Amount, nature and period of use. If increased, delay date of priority.
☒ Description of amended places of use. If expanded, delay date of priority.
☒ Ownership of point of diversion and place of use. JULY 2, 1985 0938 hrs
☒ Map. Ownership: N 1/2 Investors Credit Inc
☒ Signature (must be permit holder). T4N R36E S 1/2 Alpine Investment
☒ Fee. SEC 16
☒ Existing water rights from the same source, amended place of use.
☒ Right number(s) _____
☒ Yes ☐ No Should amendment be advertised?
☒ Yes ☒ No Should date of priority be delayed? If yes, to what date? _____

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
☒ Amendment published correctly.
☐ Protests processed.
☒ Approve.
☐ Deny.

Conditions See above state in report

By Keith Wilson

Date Jan 13, 1986

STATE OFFICE PROCESSING:

- ☐ Amendment correct and complete. By Juni
☐ Approved copy sent to applicant and to Region. By _____

Date 1-20-86
RECEIVED

JAN 15 1986

Department of Water Resources

745-667

35-7940

Department of Water Resources

JUN 18 2002

**THIS
RIGHT HAS BEEN
DECREED IN THE
SRBA**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4179
WATER RIGHT NO(S). ~~35-07562A/35-07940~~
31-07602/31-07603

This is to certify that: **BALL FARMS LIMITED PARTNERSHIP**
CIRCLE B FARMS
C/O CARL BALL
2612 E 2300 N
HAMER ID 83425

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

Right No. 35-07562A :

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	2.51 CFS	476.0 AF
Priority: 12/12/1975			

LOCATION OF POINT(S) OF DIVERSION:

NWSW , Sec. 14, Township 07N, Range 36E
JEFFERSON County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
07N 36E 14	NESW 34	NWSW 34	SWSW 34	
	SESW 34			136

Total number of acres irrigated: 136

SOURCE
GROUNDWATER

Right No. 35-07940 :

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	2.72 CFS	476.0 AF
Priority: 04/01/1993			

LOCATION OF POINT(S) OF DIVERSION:

SESE , Sec. 20, Township 08N, Range 36E
JEFFERSON County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
08N 36E 20	NESE 34	NWSE 34	SWSE 34	
	SESE 34			136

Total number of acres irrigated: 136

SOURCE
GROUNDWATER

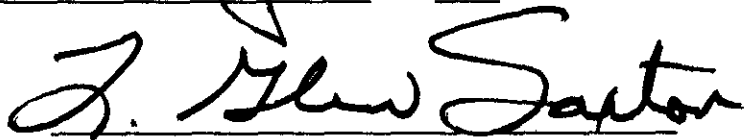
APR 08 1994

TRANSFER NO. 4179
WATER RIGHT NO(S). 35-07562A/35-07940

CONDITIONS/REMARKS:

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.
3. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.

Dated this 6th day of January, 1994.


Chief, Water Alloc. Bureau

APR 08 1994

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 35-07940

Priority: April 1, 1993

Maximum Diversion Rate: 5.02 CFS
Maximum Diversion Volume: 1004.0 AF

This is to certify, that ARROW HEAD CATTLE CO
C/O LYNN POWELL
PO BOX 308
RIGBY ID 83422

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated January 8, 1981; and has submitted Proof of Beneficial Use on April 1, 1993. An examination indicates that the works have a diversion capacity of 5.840 cfs of water from a **GROUNDWATER** source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	5.02 CFS	1004.0 AF

LOCATION OF POINT(S) OF DIVERSION: NESW , Sec. 16, Township 04N, Range 35E
JEFFERSON County

PLACE OF USE: IRRIGATION
TWN RGE SEC

	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N 35E 16	NENE 31	NWNE 33	SWNE 33	
	SENE 39	NENW 34	NWNW 24	
	SWNW 24	SENW 33		251

Total number of acres irrigated: 251

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right limited to the amount that can actually be beneficially use used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.
6. The issuance of this right in no way grants any right-of-way or easement across the land of another.

MICROFILMED

JUL 22 1993

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 35-07940

CONDITIONS/REMARKS:

7. The total combined rate of diversion under this right and Right 35-07562A shall not exceed 5.84 cfs.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code, Witness the seal and signature of the Director, affixed at Boise, this 13TH day of JULY, 1993.

Acting for R. Keith Higginson, Director

MICROFILMED
JUL 22 1993

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	CFS
Original App.	35-07940	Investors Credit Inc	6.24
Deed of Sale	35-07940	Lynn Powell Arrow Head Cattle Co.	6.24

RECEIVED
MAY 20 1993

RECEIVED

For Office Use Only
Amt. of Fee \$ 325.00
Date 4-1-93
Receipt No. 2027113
Received by CA

APR - 1 1993
STATE OF IDAHO

Department of Water Resources

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

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

1 Permit No. 35-7940 Telephone No. (208) 745-7745

2 Name(s) of Permit Holder(s) ARROW HEAD CATTLE CO

3 Post Office Address P.O. Box 308 Rigby, ID 83422

4 Source of Water GROUND WATER

a If ground water, well driller's name _____ Date drilled: _____

b Pump horsepower 4.0 Pressure (psi) 70# Dynamic pumping level (ft): _____

5 Extent of Use:

Domestic _____ (No. of households) Irrigation 593 (No. of acres)

Stockwater _____ (No. and type of stock) Other _____

6 Total rate and/or volume for which proof is submitted 5.9 cfs _____ acre/feet

7 Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? ☒ Yes ☐ No Installed? ☐ Yes ☒ No

OR

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

8 Fee Enclosed. \$ 325.00 (See License Examination Fee Schedule)

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

LYNN POWELL
Name

(208) 745-7745
Telephone No.

P.O. Box 308 Rigby, IDAHO 83422
Address

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

3/22/93
Date

Lynn Powell for Arrow Head Cattle Co (Partner)
Signature (and title if on behalf of a company or organization)

RECEIVED
MAY 20 1993

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 35-07940	)	
	)	
IN THE NAME OF ARROW HEAD CATTLE CO	)	ORDER OF
	)	REINSTATEMENT

This matter having come before the Idaho Department of Water Resources (Department), the Department finds as follows:

FINDINGS OF FACT

1. On March 12, 1981, the Director of the Department of Water Resources issued Permit No. 35-07940 with a condition of approval that proof of construction of works and application of water to beneficial use be submitted on or before March 1, 1986.

2. On June 19, 1986, the Department sent an examination fee notice to the permit holder.

3. On June 19, 1987, the Department sent a lapse notice for the license examination fee to the permit holder.

4. On April 1, 1993, the permit holder submitted Proof of Beneficial Use and a license examination fee to the Department.

5. Section 42-218a.2., Idaho Code, authorizes the Department to reinstate a lapsed permit, with the priority date advanced to the date that proof of beneficial use was received, upon submittal of evidence clearly establishing the extent of beneficial use prior to the proof due date and a showing of reasonable cause why the proof was submitted late.

6. The permit holder has submitted evidence to confirm that water has been put to beneficial use prior to the proof due date. Evidence includes ASCS crop reports for 1981 and 1986. Evidence also includes electric bills for the pump on the well dated June and July of 1985.

7. The permit holder states, in correspondence to the Department, that the previous owners were unaware of the steps that needed to be taken in order to prove beneficial use on this permit. Furthermore, the previous permit holder was experiencing health problems at the time proof was originally due. When the current owner purchased the property, he then began trying to reinstate the permit.

MICROFILMED

MAY 20 1993

CONCLUSIONS OF LAW

1. The permit holder has submitted proof of beneficial use along with supporting evidence which establishes that water was in fact beneficially used as identified on the permit.

2. The permit holder has shown sufficient cause why the proof of beneficial use was not submitted in a timely manner.

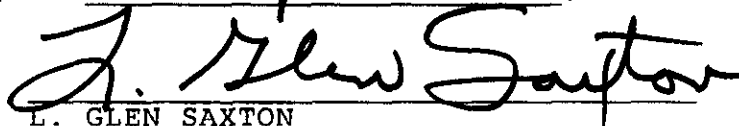
3. The permit can be reinstated with the date of priority advanced to the date proof of beneficial use was received by the Department.

ORDER

IT IS HEREBY ORDERED that Permit No. 35-07940 is REINSTATED.

IT IS FURTHER ORDERED that the date of priority of this permit is advanced to April 1, 1993.

Dated this 22nd day of April, 1993.


L. GLEN SAXTON
Chief, Water Allocation Bureau

MICROFILMED

MAY 20 1993

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 35-7940 IN THE
NAME OF INVESTORS CREDIT INC.

ORDER OF REINSTATEMENT

WHEREAS, the Department has issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted on or before March 1, 1986; and,

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

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

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

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting proof of beneficial use on March 28, 1986;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 35-7940 be REINSTATED and the priority advanced to February 4, 1981.

Dated this 17th day of June, 1986.


C. Glen Saylor
Chief, Operations Bureau

STATE OF IDAHO

APPLICATION FOR AMENDMENT OF A PERMIT

To change the point of diversion and/or the place of use.

APPROVED
8449
232-8444

Comes now Investors Credit Inc.

Phone 232-8444

of (address) P.O. Box 4972, Pocatello, ID 83201, and represents to the
Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho
No. 35-7940, and requests that the permit and permit map be changed as follows:

1. Point of diversion NE 1/4 SW 1/4, Section 16, Township 4N, Range 35E, B.M.,
County of Jefferson Other points of diversion: _____

2. Period and nature of use (irrigation, domestic, stockwatering, industrial, etc.) NO CHANGE

Amount 5.9 cfs for Irrigation purposes from 4-1 to 11-30 (both dates inclusive)
(cfs or acre feet per annum)
Amount 0.2 cfs for Stockwater purposes from 1-1 to 12-31 (both dates inclusive)
(cfs or acre feet per annum)
Amount 0.06 cfs for Domestic purposes from 1-1 to 12-31 (both dates inclusive)
(cfs or acre feet per annum)
Amount 0.08 cfs for Commercial purposes from 1-1 to 12-31 (both dates inclusive)
(cfs or acre feet per annum)

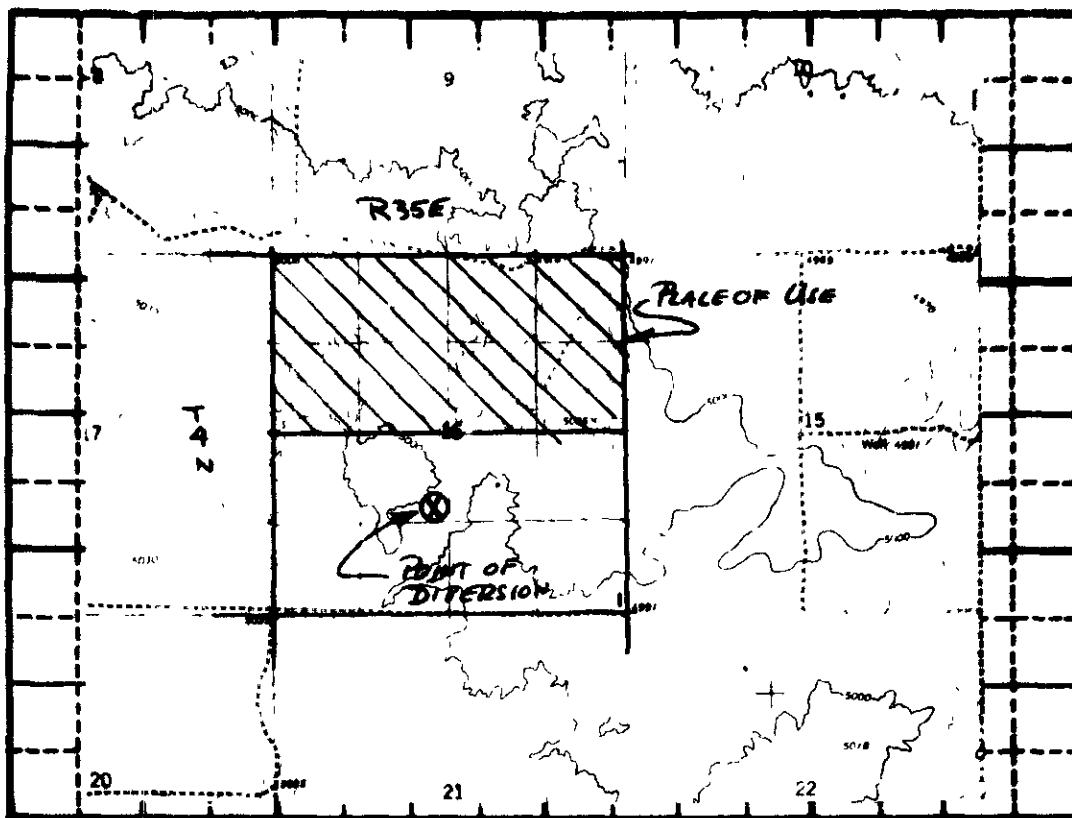
3. Place of use or land to be irrigated NO CHANGE

TWP	RGE	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	
4N	35E	16	40	38	37	40	40	35	30	35									295

Total number of acre to be irrigated = 295

4. a. Who owns the property at the point of diversion? Applicant
b. Who owns the land to be irrigated or the 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: _____

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: 1 inch = 400 feet
(1:16000)

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

Signed at Pacatello, Idaho, this 25th day of June, 1985.

Kerry C. Gallup
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by 10/24 Fee = \$20.00 Received by at Date 6-28-85 #33394
Publication prepared by RD Date 12/18/85 Published in Jefferson Star
Publication dates Dec 24 + 31, 1985

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, L. GLEN SAYTON, of the Department of Water Resources hereby

Approve the above referenced Amendment provided the conditions as set forth on
page 4 of Permit No. 35-7940 are met.

Witness my hand this 20th day of January, 1986

L. Glen Sayton
for Director

THE JEFFERSON STAR
RIBBY, IDAHO

AFFIDAVIT OF
PUBLICATION

STATE OF IDAHO
County of Jefferson

I, Timothy Washington
being first duly sworn, depose and say, that I am
the owner of THE JEFFERSON STAR, a weekly
newspaper printed and published weekly at
Ribby, Jefferson County, Idaho; and I do
solemnly swear that the

Notice Of Amended Application
a copy of which notice appears attached hereto,
was published in the regular and entire issue
of said newspaper, and not in any

supplement issue thereof for 2
consecutive issues, the first publication having

been made on Dec. 24, 1905
and the last publication having been made

on Dec. 31, 1905
Further, that said newspaper is one of general
circulation in said county; that it is a legal
newspaper, conforming to legal specifications
under the Idaho Statutes; that it has at least two
hundred bona fide subscribers living within the
county of publication; and that it has been
continuously and contemporaneously published in said
county during a period of seventy-eight consecutive
weeks prior to the first publication of the
notice.

Timothy Washington

Subscribed to and sworn to before me
on Jan. 1, 1906

James H. Harnett
Notary Public

My commission expires April 20, 1906

RECEIVED

JAN 8 1906

Department of Labor & Commerce
Eastern District Office

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

To appropriate the public waters of the State of Idaho

1 Name of applicant Investors Credit Inc. Phone 232-8449
Post office address: 690 Yellowstone Suite G, Pocatello, ID 83201
2 Source of water supply Ground water which is a tributary of _____
3. Location of point of diversion is SW % of NE % of Section 16 Township 4 North
Range 35 B.M. Jefferson County, additional points of diversion if any _____

4. Water will be used for the following purposes

Amount 5.90 for irrigation purposes from April 1 to Nov. 30 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.20 for stock water purposes from Jan 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.06 for domestic purposes from Jan 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum) farmstead and
Amount 0.08 for processing purposes from Jan 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum) commercial*

5 Total quantity to be appropriated

a. 6.24 cubic feet per second and/or b. _____ acre-feet per annum.

6 Proposed diverting works

a Description of ditches, flumes, pumps, headgates, etc. Deep well, turbin pump, electric motor, mainline, and sprinklers

b Height of storage dam _____ feet, active reservoir capacity _____ acre feet, total reservoir capacity _____ acre-feet, materials used in storage dam _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c Proposed well diameter is 22 inches, proposed depth of well is 500 feet

7 Time required for the completion of the works and application of the water to the proposed beneficial

use is 5 years (minimum 1 year - maximum 5 years)

8 Description of proposed uses

a If water is not for irrigation North 1/2
(1) Give the place of use of water xxx % of Section 16 Township 4 North
Range 35 E. B.M.

(2) Amount of power to be generated _____ horsepower under _____ feet of head

(3) List number of each kind of livestock to be watered 500 to 1000 head of cattle
or sheep also possibility of pigs

(4) Name of municipality to be served _____ or number of families to be
supplied with domestic water 2

(5) If water is to be used for other purposes describe for domestic purposes
as well as livestock water on an annual basis

* Commercial includes use of water for processing of crops and other farmstead uses.

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

[illegible]

Total number of acres to be irrigated 295

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

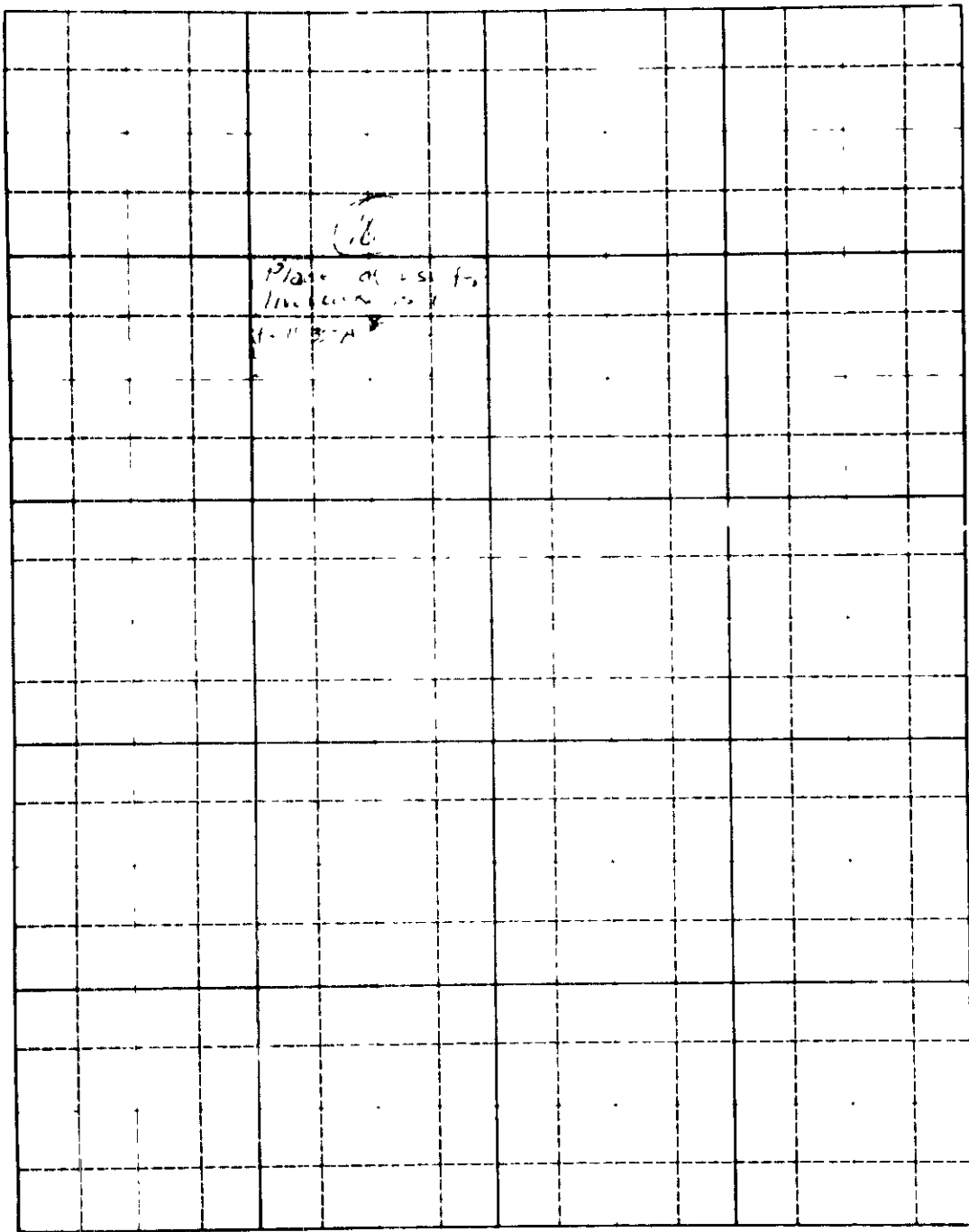
9 a Who owns the property at the point of diversion State of Idaho - Investor's Credit
Inc. Purchasers under contract

b Who owns the land to be irrigated or place of use See a above

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

10. Remarks

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



Scale 2 inches equal 1 mile

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

Investors Credit Inc.

BY: *Kerry C. Gallup*
(Applicant)

Proposed Priority 1/8/81

Received by WJC Date 1-8-1981 Time 12:30

Preliminary check by WJC Fee \$ 165

Received by KW Date 1/8/81 # 16151

Publication prepared by KW Date 1/15/81

Published in The Rigby Star

Publication dates 1/21 & 1/28/81

Publication approved KW Date 2/18/81

Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by WJC RA

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. 35-7940, 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 March 1, 19 86.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other:

An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

The issuance of this permit in no way grants any right-of-way or easement across the land of another.

Witness my hand this 12th day of March, 1981.

J. Glen Saylor
Chief, Operations Bureau

**NOTICE OF APPLICATION
FOR WATER RIGHT**

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

SE-75-2
Investors Credit Inc., 680
Yellowstone Suite G,
Pocatello, ID 83201
Source: Groundwater
Date Filed: 01/22/1981
Amount: 0.24 CFS
Diversion Point: Snake Rec
16 T 64N R 20E, Jefferson Co.
Use: Irrigation (0.20 CFS)
from 04/01 to 11/30;
Stockwater (0.04 CFS) from
01/01 to 12/31; Commercial
(0.00 CFS) from 01/01 to 12/31;
Domestic (0.00 CFS) from
01/01 to 12/31

Place of Use: NEARBY
SNAKE RIVER NEARBY
SNAKE RIVER Box 16 T 64N R
20E for 200 acres

Diversion Means: Well,
pump, pipeline & sprinkler
system.

If issued, the permit(s) will
be subject to all prior water
rights. Protests against the
granting of any permit must
be filed with the Director of
the Idaho Department of
Water Resources, 100 Group
Ave., Idaho Falls, Idaho 83401
on or before February 5, 1981.

G. Stephen Alfred
Director

Published January 22 and 29,
1981

Affidavit of Publication

THE RIGBY STAR

STATE OF IDAHO

County of Jefferson

I, Marie B. Nye, do solemnly swear that I am the
Publisher of THE RIGBY STAR, a weekly
newspaper as defined by Idaho Codes Annotated Section 58-106 as
amended, and that said newspaper is a weekly newspaper, printed and
published at Rigby, Jefferson County, Idaho, having a general circulation in
said county, and that said newspaper has been printed and published as a
weekly newspaper, in said county for more than 78 consecutive weeks prior
to the first publication of the attached notice

And affiant further says that at the times herein mentioned said
publication as per clipping attached, was published in said newspaper in the
regular and entire issue thereof, and not in any supplement issue thereof,
for 2 consecutive issues thereof, first publication having been made on the

Twenty-second day of January, 19 81

and the last publication on the

Twenty-ninth day of January, 19 81

And affiant further says that at the times herein mentioned said
newspaper was made up of at least four pages of at least five columns each
printed from type matter of at least seventeen and three-fourths inches
depth and that there are at least two hundred bonafide subscribers in
Jefferson County

Marie B. Nye
Publisher

Subscribed in my presence and sworn to before me this Twenty Ninth
day of January, 19 81
[SEAL]

[Signature]
Notary Public for the State of Idaho
Residence and P. O. Address, Rigby, Idaho

My commission expires Life, 19

Publication Fee \$ 18.00

**THIS
RIGHT HAS BEEN
DECREED IN THE
SRBA**

MEMORANDUM

TO: FILES 35-07562A & ~~35-07940~~

FROM: PAM SKAGGS/^{cb}STATE OFFICE

SUBJECT: BASIN CHANGE

DATE: January 13, 1994

=====

Transfer No. 4179 changed the place of use of the above referenced rights requiring renumbering to Basin 31. Right No. 35-07562A was changed to Right No. 31-07602. ~~Right No. 35-07940 was changed to Right No. 31-07603.~~

4179
1/13/94

MEMORANDUM

TO: FILE 35-07940

FROM: PAM SKAGGS 28

RE: TRANSFER # 4179

DATE: 01-05-94

=====

Original Transfer Application, Form and correspondence regarding the above referenced Transfer is located within file # 35-07562A.

APR 08 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

02-Aug-1993

SUSAN K DRIVER ATTORNEY
OFFICE OF THE REGIONAL SOLICITOR
DEPT OF THE INTERIOR
500 N E MULTNOMAH ST STE 607
PORTLAND OR 97232

RE: Application for Transfer No. 4179
Ball Farms Limited Partnership or Circle B Farms

Dear Ms. Driver:

This letter acknowledges receipt of the protest filed by you against the above referenced application for transfer. The following are the principle items considered by the Department at a conference and/or hearing in either approving or denying an application for transfer:

1. Are other water rights injured by the transfer?
2. Does the change constitute enlargement in the use of the original right?
3. Is the change consistent with the conservation of water resources within the state of Idaho?
4. Does the change conflict with the local public interest?

The protestant must be prepared to present proof of the allegations involving one or more of the items. You will be notified at a later date as to the time and place set for conference and/or hearing.

RECEIVED

APR 08 1994

In addition, Rule 302 of the Department's Rules of Procedure requires a protestant to send a copy of the protest to the applicant in question. The address is as follows:

CARL BALL
BALL FARMS LIMITED PARTNERSHIP
CIRCLE B FARMS
2612 E 2300 N
HAMER ID 83425

If we may be of further assistance, please contact us.

Respectfully submitted,

Harold W. Jones
HAROLD W. JONES
Water Rights Supervisor

HWJ/rb

cc: IDWR - State Office

APR 08 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 14, 1993

ARROW HEAD CATTLE CO
C/O LYNN POWELL
PO BOX 308
RIGBY ID 83422

RE: WATER RIGHT NO. 35-07940

Dear Water Right Holder(s):

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Johnson', written over the printed name and title.

JIM JOHNSON
Water Rights Supervisor

JJ:dc

Enclosure

MICROFILMED

JUL 22 1993

WR0749NP
No. L35-07940

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT
(REGIONAL)

DATE: 07/02/93
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ARROW HEAD CATTLE CO C/O LYNN POWELL PO BOX 308 RIGBY ID 83422 (208) 745-7745	04/01/1993	IRRIGATION	04-01 10-31	5.02 CFS	1004.0 AFA
TOTAL DIVERSION:					5.02 CFS	1004.0 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion Capacity: 5.84 CFS

Point(s) of Diversion: T04N R35E S16 NE SW

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
04N	35E	16	:	31		33		33		39	:	34		24		24		33	:		
																				:	251.0
																				:	251.0

TOTAL ACRES 251.0

Pou County: JEFFERSON

Other Water Rights with Same Point(s) of Diversion and Source:
35-04264 35-07562A 35-07940

Other Water Rights Listing Overlapping Place(s) of use:
35-04264 35-07216B 35-07940

Conditions of Approval:

- R31 - This right when combined with all other rights shall provide no
- more than .02 cfs per acre nor more than 4.0 afa per acre for the
- lands above.
- 004 - The issuance of this right in no way grants any right-of-way
- or easement across the land of another.

Remarks: The total combined rate of diversion under this right and
Right 35-07562A shall not exceed 5.84 cfs.

Dates: App. Received: 01/08/1981 Priority Date: 04/01/1993 (Priority Date Advanced.)
Proof Due Date: 03/01/1986 Proof Made Date: 04/01/1993 (Proof Received Late.)
Exam Made Date: 05/04/1993 Exam Sent to S.O.: 06/22/1993
Licensed Date:

Misc: Water District Number: Field Exam Fee: R (Received)

Audit: 07/02/93 CHAPMAN

WR0750NP
(00-138)

IDAHO DEPARTMENT OF WATER RESOURCES
PLACE OF USE 1/4 1/4 COMPARISON REPORT
(REGIONAL)

DATE: 07/02/93
PAGE: 1

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

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
L3507940	T04N R35E S16 GROUNDWATER																	
		:	31	33	33	39	:	34	24	24	33	:						: 251
~~3504264~~	~~GROUNDWATE~~	:	40	38	37	40	:	40	35	30	35	:						: 295
~~3507216B~~	~~GROUNDWATE~~	:	02			02	:					:						: 4
A3507562	GROUNDWATE	:					:					:	40	31	32	39	:	: 298
R3507562	GROUNDWATE	:					:					:	40	31	32	39	:	: 298
3507562A	GROUNDWATE	:					:					:						: 156
~~3507940~~	~~GROUNDWATE~~	:	40	38	37	40	:	40	35	30	35	:						: 295
	C51Q-X 40	:	43	38	37	41	:	42	36	38	37	:	39	38	34	39	:	: 620

LICENSE REVIEW CHECKLIST

Permit # 35-7940

Date 7-1-93

Brenda Chapman

NAME	Yes ☐	No ☒	Or Address Change?
PRIORITY DATE	☐	☒	Advance? <u>Done</u> Memo to Advance <u>TO 4-1-93</u>
	☐	☒	Order to Reinstate Needed?
SOURCE	☐	☒	Changes? Clarification of Originally Intended source
	☐	☒	Notice of Intent to Void - Source change.
P/D	☐	☒	Amendment Needed?
	☒	☐	Is Overlap Analysis a Consideration?
P/U	☐	☒	Amendment Needed?
	☐	☒	Is Overlap Analysis a Consideration?
TOTAL CFS	☒	☐	Incorrect Fee for rate recommended?
	☒	☐	Disagree/Measurement <u>NONE DONE</u>
	☐	☒	Pumping Theoretical $(8.8) \times (.70) \times (600)$ $(495 + [2.31 \times 60]) = 5.84 \text{ CFS}$
	☐	☒	System Capacity <u>5.84</u>
	☒	☐	Allowable Amount: <u>251 acres x .02 = 5.02 CFS</u>
TOTAL VOLUME			Rate/ac <u>4.0</u> AFA Irr. Season <u>C</u>
			<u>4-1 to 10-31</u> Standard Irr. Season
			<u>STANDARD</u> Season Recommended
	☐	☒	Disagree with Examiner's Calculations?
	☐	☒	<u>251 x 4.0 = 1004 AF</u>
	☐	☒	Flow limit: <u>5.02 x 214 x 1.9835 = 2130 > 1004</u>
USES	☐	☒	Change(s) in Nature of Use?
	☐	☒	Amendment Needed?
REMARKS	☐	☒	Multiple P/Ds in 1/4 1/4?
	☐	☒	Non-Irr. Uses
	<u>WB1</u>	☐	Special Overlap Condition
	☐	☐	Other
CONDITIONS	☐	☒	Measuring Devices
	☐	☒	W/Master Control
	<u>R31</u>	☐	Irrigation Overlap
	☐	☒	Water Quality
			Dates/Misc
			Water Dist
			App Rec'd
			Exam Made

COMMENTS: ① REDUCE ACRES ② REDUCE RATE
③ ELIMINATE STOCKWATER, DOMESTIC, + COMMERCIAL USES.

RECOMMENDED	CFS	VOL	LICENSE
Irrigation	<u>5.02</u>	<u>1004</u>	☒
Domestic	<u> </u>	<u> </u>	
Stockwater	<u> </u>	<u> </u>	
COMBINED DIVERSION	<u> </u>	<u>1628</u>	
COMBINED CONSUMPTIVE	<u> </u>	<u>1021</u>	
			AMEND <u> </u>

RECEIVED

JUN 23 1993

Department of Water Resources

22 JUNE 1993

TO: JIM JOHNSON - WATER ALLOCATIONS

FROM: KEITH C. WILSON - EASTERN REGION

SUBJECT: LICENSING OF 35-07940

I WOULD APPRECIATE IT IF YOU WOULD LICENSE PERMIT 35-07940 ASAP.

THE LAND IS CURRENTLY IN CRP PROGRAM AND THE OWNER IS PLANNING TO SELL THE WATER RIGHT. I HAVE ALREADY BEEN WORKING ON A TRANSFER WITH THE OWNER OF THE WATER RIGHT AND THE OWNER ON THE PROPOSED NEW PLACE OF USE.



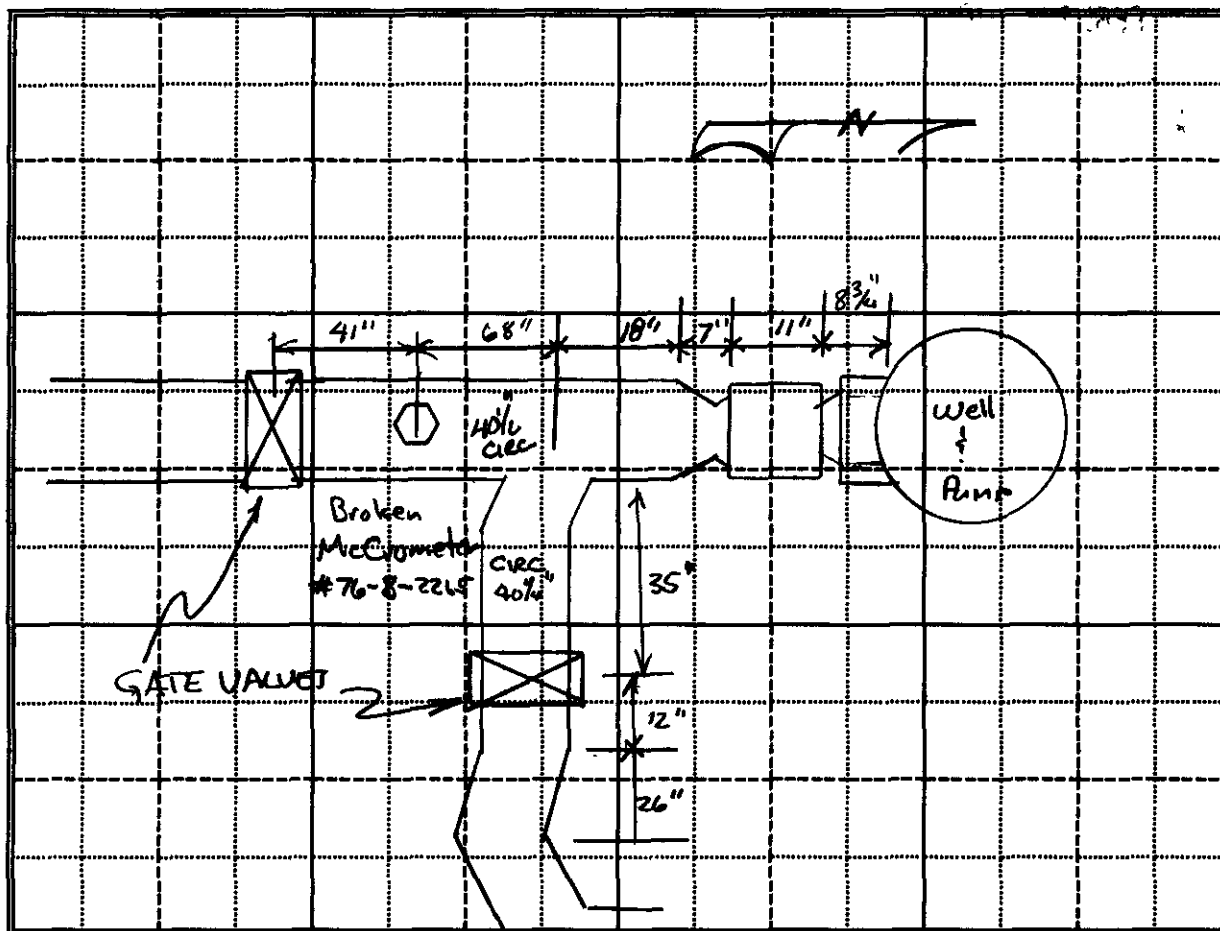
KEITH C. WILSON
SENIOR RESOURCE AGENT

RECORDED

JUL 22 1993

[illegible]

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____

____ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required)

____ Aerial Photo Attached (required for irrigation of 10+ acres)

____ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	G.E.	600	BCJ 222018	JOHNSTON	12"

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: NOT ABLE TO MEASURE STATIC H2O LEVEL

FROM: KEITH C. WILSON

16 JUNE 1993

TO: EXAM FILE 35-07940

RE: ANALYSIS/ASSUMPTIONS/RECOMMENDATION/CONDITIONS

A. ANALYSIS:

1. SYSTEM PRIOR TO APPROVED TRANSFER #4105 (35-07562):

A. TOTAL CAPACITY = 5.84 CFS TOTAL ACRES = 549 AC

RATE/ACRE = $5.84 \text{ CFS} / 549 \text{ AC} = 0.010637 \text{ CFS/AC}$

B. PLACE OF USE PERMIT 35-07940 = 251 AC (N1/2 SEC 16, T04N, R35E)

FLOW RATE = $(251 \text{ AC}) (0.010637 \text{ CFS/AC}) = \underline{2.67 \text{ CFS}}$

2. SYSTEM AFTER APPROVED TRANSFER #4105 (35-07562):

A. SYSTEM RATE (Q) REMAINING = (TOTAL Q) - (TRANS.#4105 Q)

= $5.84 \text{ CFS} - 2.28 \text{ CFS} = 3.56 \text{ CFS}$

B. REMAINING UNLICENSED SYSTEM FLOW RATE =
(REMAINING Q) - (Q 35-07562A)

= $(3.56 \text{ CFS}) - (2.51 \text{ CFS}) = 1.05 \text{ CFS}$

B. ASSUMPTIONS:

1. THE PLACE OF USE AS LICENSED IN 35-07562 WAS CONSIDERED TO BE CORRECT. THE EXAMINATION DID NOT ACCOUNT FOR ANY CHANGES IN THE IRRIGATION PRACTICES THAT MAY HAVE HAD A EFFECT IN THE ACTUAL PLACE OF USE.

2. WATER LICENSE 35-07562 IN CONJUNCTION WITH 35-07940 WAS CONSIDERED TO COVER THE ENTIRE PLACE OF USE EQUALLY @ $5.84 \text{ CFS} / 549 \text{ AC} = 0.010637 \text{ CFS/AC}$

THIS WAS DONE BECAUSE TRANSFER 4105 FOR 35-07562B (RENUMBERED 31-07569) WAS APPROVED ON 4 MAY 1993, THE SAME DAY AS THE EXAMINATION. IT WAS ALSO EASIER TO REVIEW THE OVERLAPPING WATER RIGHTS FROM THE SAME POINT OF DIVERSION.

C. RECOMMENDATIONS: LICENSE 35-07940 @ 0.010637 CFS/AC FOR 251 AC = 2.67 CFS

D. CONDITION: LICENSE 35-07940 R17 (35-07562A) (3.56 CFS)


KEITH C. WILSON
SENIOR RESOURCE AGENT

Jim
I did not
use this theory
for rate.
Incorporated
the overlap
condition to
not exceed
capacity instead.

JUL 22 1993

E. NARRATIVE/REMARKS/COMMENTS

Well pump mainline to two center pivots and laterals with sprinklers
No stockwater, Domestic or Commercial Use

Condition w/ R₁₇ (35-7562A) (3.56 cfs)

Recommend licensing only N $\frac{1}{2}$ Sec 16, T4N, R35E

Have conditions of permit approval been met? ☒ yes ☐ no

NOTED

JUL 22 1993

F. FLOW CALCULATIONS

Additional Computation Sheets Attached

Measured Method: *Theoretical* $hp = 600$ hp $eff = 70\%$ $Lift = 495$ ft $PSI = 60$

$$Q = \frac{hp(8.814)eff}{Lift + (PSI \times 2.308)} = \frac{600(8.814)(.7)}{495 + (60 \times 2.308)} = 5.84 cfs$$

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{LR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 25 ac (4 af) = 1004 afa$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 2.67(214)1.9835 = 1133.3$$

$$V = \text{Smaller of } V_{LR} \text{ and } V_{D.R.} = 1004 afa$$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS $R_{17} (35-7562A) (3.56 cfs)$

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
<u>Irrigation</u>	<u>4/1</u>	<u>10/31</u>	<u>2.67 cfs</u>	<u>1004 afa</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals:			<u>2.67</u>	<u>1004 afa</u>

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

I. AUTHENTICATIONField Examiner's Name KEITH C. WILSON Date 6/15/1993Reviewer [Signature] Date 6-17-93

APPROVED

JUL 22 1993

SEAL

FROM: KEITH C. WILSON

8 JUNE 1993

TO: FILE 35-07940

RE: FIELD EXAM 35-07940

1. SEVERAL ATTEMPTS WERE MADE TO MEASURE THE STATIC WATER LEVEL BUT THE WELL PROBE KEPT LOOSING WIRE.

2. DETERMINED THE STATIC WATER LEVEL BY USING THE WELL LOGS FOR TWO DIFFERENT WELLS LOCATED CLOSEST TO THIS WELL. THE STATIC WATER WAS ESTIMATED TO BE 495 FT $[(480 \text{ FT} + 510 \text{ FT})/2 = 495 \text{ FT}]$.

3. PERMIT HOLDER/OPERATOR INDICATED THAT THEY HAD TROUBLE IN MAINTAINING 40 PSI AT THE SPRINKLERS.

4. ASSUME:

A. ALL MAINLINE IS 12 INCH SCHEDULE 40 PIPE

B. MAXIMUM LENGTH OF MAINLINE TO CARRY WATER 5280 FT.

C. $Q = 5.45 \text{ CFS} = 2446 \text{ GPM}$, @ 80 PSI, 495 FT, 70% EFF, 600 HP
ASSUME 2200 GPM

D. PIPE FRICTION: TABLE 1, P.47, "HYDRAULIC HANDBOOK" COLT INDUSTRIES
FRICTION LOSS/100' PIPE 12" @ 2200 GPM = 0.936 FT HEAD LOSS/100' PIPE

$5280 \text{ FT}/100' = 52.8 \text{ (.936)} = 49.4' \text{ (2.308)} = 21 \text{ PSI}$

E. NO PRESSURE CAUSED BY CHANGES IN ELEVATION FROM WELL @ 5000 FT TO HIGHEST POINT OF 5035 FT. (I.E. $35 \text{ FT}/2.308 = 15 \text{ PSI}$)

F. MAINLINE PRESSURE AT THE SPRINKLERS = 40 PSI

G. PRESSURE AT THE PUMP = 40 PSI + 21 PSI = 61 PSI USE 60 PSI

H. STATIC WATER LEVEL 495 FT = DYNAMIC PUMPING DEPTH.

I. PUMP EFFICIENCY OF 70%.

5. FLOW RATE = $Q \text{ cfs @ } 600 \text{ hp}$

$$Q = \frac{(\text{hp})(8.814)(\text{eff})}{\text{lift} + (\text{psi} \times 2.308)} = \frac{(600)(8.814)(.70)}{495 \text{ ft} + (60 \times 2.308)}$$

$Q = 5.84 \text{ cfs}$

MICROFILMED

JUL 22 1993

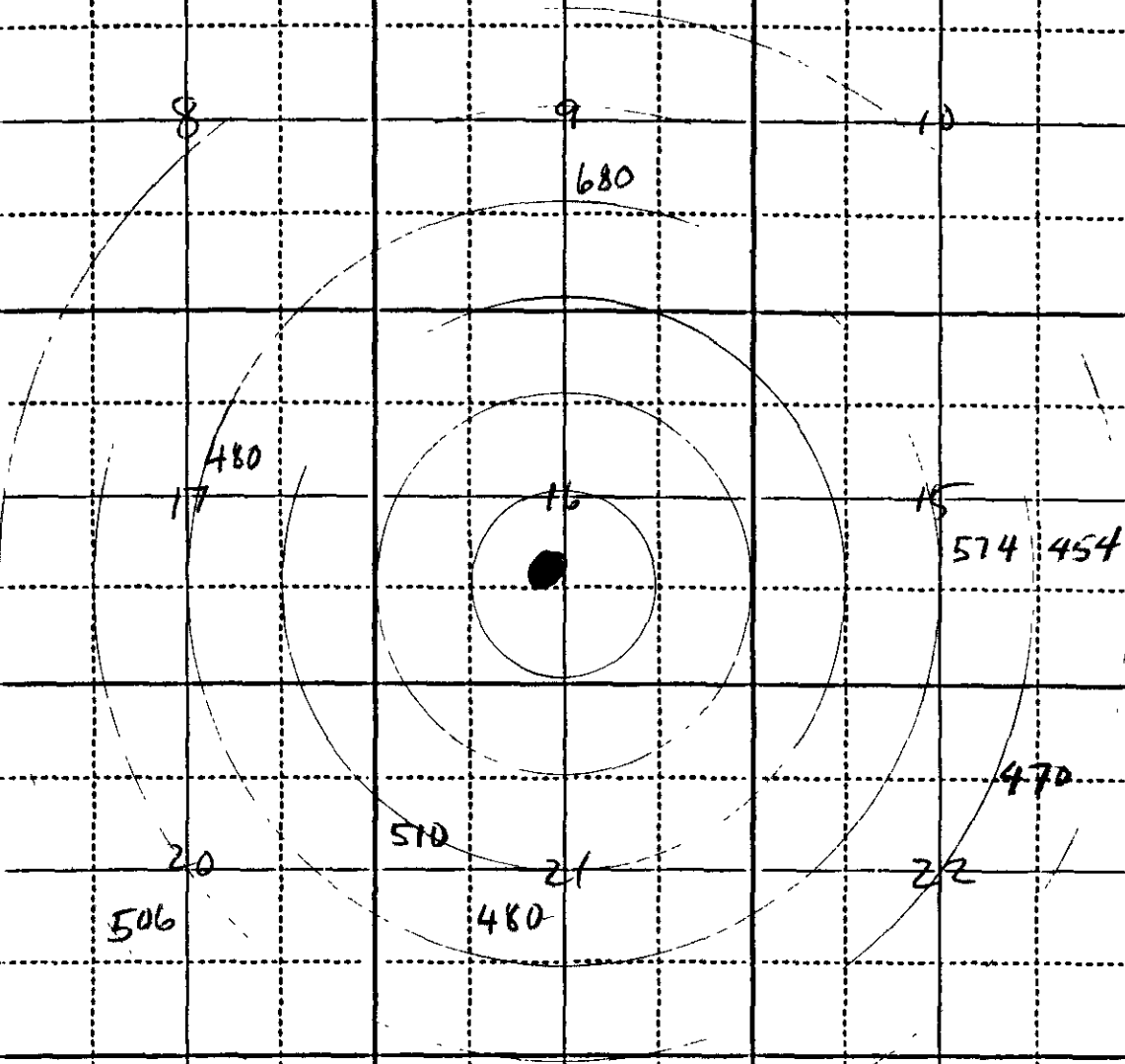
35-7940

NAME OF APPLICANT.....

Form No. 0

R3SE

T
4
N



SOME WATER LEVELS
FROM AREA OF AREA

35-7940

RECEIVED

JUL 22 1993

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

35-7940

BM 5021X

PLACE OF USE ?

T
4
N
R3SE

POINT OF DIVERSION

35-7940

JUL 22 1993

9/10
16/15

24

34

38

38

31

24

33

31

39

PLACE OF USE

31

40

40

T
4
N
R35E

POINT OF DIVERSION

32

39

39

38

HEL

13

114.1

HEL

12

16.5

HEL

13

15.5

35-7940

35-7940

35-7940

35-7940

JUL 28 1964

April 23, 1993

ARROW HEAD CATTLE CO
C/O LYNN POWELL
PO BOX 308
RIGBY ID 83422

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 35-07940

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. Enclosed is an order advancing the priority of the permit since the proof was received after the proof due date. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the EASTERN Regional Office in Idaho Falls at (208)525-7161.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

c: IDWR - Region

Enclosure

MICROFILMED
MAY 20 1993

**ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE**

Permit No. 35-07940

Reviewed by RDg

Date 4/19/93

GENERAL CONSIDERATIONS

yes Name same as permit?
yes Address same as permit?
no Proof timely received?
If not, complete calculation below.

TYPES OF USE

unigate-593
Correct Uses? yes

SOURCE OF WATER

Surface water source
✓ Ground water source

proven
40
7/1/87
NA Drilling permit required?
/ Copy in the file? Drilling Permit No. _____
/ Amount paid for permit _____ Correct?
/ Well log in the file?

LICENSE EXAMINATION FEE

yes Required?
325 Amount Submitted
yes Correct?

MEASURING DEVICE

NA Required?
/ Installed?
/ Waiver requested?

PRIORITY CALCULATION

Date proof received Beyond 60 day
Date proof due Simple reinstatement
No. of days late advance = priority to
Priority Date the date + proof is
New Priority Date received

DEFICIENCIES OR ACTION ITEMS

proof acceptable

DATA ENTRY

New Address _____

Proof Made 4/1/93

TO: KAREN L. GUSTAFSON

FROM LYNN POWELL

RE: ARROW HEAD CATTLE CO.

KAREN,

HERE IS A COPY OF ARROW HEAD CATTLE CO.
SALES AGREEMENT WITH MARK CLARK. ON PAGE
FIVE (5) IT MENTIONS THAT THE WATER RIGHTS
GO WITH THE GROUND. THANK FOR YOUR HELP.

LYNN POWELL

NOT RECORDED

MAY 20 1993

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 1992, by and between Mark B. Clark Trust, whose address is 575 Marlu, City of Pocatello, County of Bannock, State of Idaho, hereinafter called "Seller" and Boyd Foster and Lynn V. Powell, both married men dealing with their sole and separate property under the firm name and style of Arrowhead Cattle Co., a partnership, whose address is P.O. Box 308, City of Rigby, County of Jefferson, State of Idaho, 83442, hereinafter called "Purchasers".

RECITALS

Seller agrees to sell to Purchasers and Purchasers agree to purchase of Seller, the following described real estate situate in Jefferson County, State of Idaho, as follows, to-wit:

Section Sixteen (16), Township Four (4) North, Range Thirty-five (35) E.B.M., Jefferson County, State of Idaho, excepting therefrom a plot in the Southeast corner including the potato cellar in the sum of three (3) acres; and excepting therefrom a plot in the Southwest corner including the potato cellar and four (4) grain bins in the sum of eight (8) acres free from all encumbrances on the following terms and conditions:

Section I Price: Terms of Payments

The purchase price is Three Hundred Forty Thousand Dollars (\$340,000.00) with Purchasers paying a down payment of Twenty-one Thousand Six Hundred and twenty-four Dollars and fifty-three cents (\$21,624.53) the receipt of which is hereby acknowledged. A

MICROFILMED

MAY 20 1993

payment of Twenty Three Thousand Three Hundred Seventy-five Dollars and forty-seven cents (\$23,375.47) together with interest from October 1, 1992, to date of payment in the sum of Three Hundred Thirty-one Dollars and seven cents (\$331.07) for a total of Twenty-three Thousand Seven Hundred Six Dollars and fifty-four cents (\$23,706.54) to be paid on or before October 26, 1992. Purchasers shall pay the balance of the purchase price as follows:

Forty Seven Thousand Five Hundred Dollars (\$47,500.00) to be paid on or before July 1, 1993;

Forty Seven Thousand Five Hundred Dollars (\$47,500.00) to be paid on or before September 1, 1993;

One Hundred Fifty Thousand Dollars (\$150,000.00) to be paid in ten (10) annual installments of Twenty Two Thousand Three Hundred Fifty Four Dollars and fifty cents (\$22,354.50) with the first payment to be paid on or before November 1, 1993, and on or before the 1st day of November each year thereafter until paid in full. All deferred payments on this contract to bear interest at 8% per annum.

Fifty Thousand Dollars (\$50,000.00) credit allowed to Purchasers by the Seller for the land, potato cellars, and grain bins which the Seller agrees to keep.

Section II Transfer of Possession

Purchasers are now in possession pursuant to a lease

RECORDED

MAY 20 1993

arrangement and may continue said possession.

Section III
Condition of Property and Title

The property and title thereto have been examined by Purchasers, and no agreements or representations pertaining thereto, or to this transaction have been made except obligations where payments are to be made to federal land bank on two mortgages; to Dean Crofts and his wife and the State of Idaho on contracts which the Seller agrees to pay on or before the payments under this contract have been paid in full.

Section IV
Taxes and Assessments; Prohibition of
Waste or Illegal Use

Seller shall pay 7/12 of all taxes and assessments levied against the aforementioned property in the year 1992, and prior years; Purchasers agree to pay 5/12 of all taxes and assessments levied against said property for the year 1992 and all future years.

Purchasers shall pay before delinquency all taxes and assessments assumed by them and any which, as between Seller and Purchasers hereinafter become a lien on the premises; shall not permit waste; and shall not use the premises for any illegal purpose. If Purchasers fail to pay before delinquency any such taxes or assessments, Seller may pay them and the amounts so paid shall be deemed to be part of the purchase price and be payable forthwith with interest at the rate of 12% per annum until paid, without prejudice to any other right of Seller by reason of such failure.

ED
MAY 20 1993

Section V
Risk of Taking for Public Use

Purchasers assume all risk of the property for a public use. Any such taking shall not constitute a failure of consideration, but all sums received by Seller by reason of the taking, less any sums which Seller may be required to expend in procuring such sums, shall be applied as a payment on account of the purchase price.

Section VI
Deed

Sellers shall, on full compliance by Purchasers with their promises herein, execute and deliver to Purchasers a Warranty Deed to the property, excepting any part of which may have been condemned, free of encumbrances, except any that may accrue hereafter through any person other than the Seller. Purchasers shall not, without first obtaining permission of the Sellers in writing, encumber said property or assign this contract.

Section VII
Title Insurance

Seller shall furnish a commitment report upon execution of this contract and a standard form Purchaser's policy will be issued by the American Land Title Co., Rigby, Idaho, when Purchasers have paid One Hundred Forty Thousand Dollars (\$140,000.00) on the principal which is to be paid on or before September 1, 1993. Such policy shall insure the title to the property in the face amount of Two Hundred Ninety Thousand Dollars (\$290,000.00) free from encumbrances except any of which are above mentioned or are assumed by Purchaser.

MICROFILMED

MAY 20 1993

**Section VIII
Water and Water Rights, Lease Agreement and Equipment**

Seller represents it holds water right license number 35-7562 (South half section); and claims a water right number 35-4264 (North half section) together with .20 CFS for stock water purposes from January 1, to December 31; .06 for domestic purposes, January 1, to December 31; and .08 farmstead and processing purposes from January 1, to December 31, as well as for commercial purposes.

Seller will give copies of all of the applications, claims to water right or licenses to Purchaser on request. Which is with a deep well, turban pump, electric motor, main line, two (2) pivot sprinklers, ten (10) wheel lines, and four (4) hand lines.

Seller further represents that the Zimmatic sprinkler pivots are being purchased through a lease contract with Lindsay Credit Corporation which has been assigned to Crosland Credit and there is one payment due in 1992 which the Seller agrees to assume and pay in accordance with the terms and conditions thereof.

Purchasers have used the water system on the premises during the crop year of 1992.

Purchasers are to assume all risk on the following described equipment from date hereof, to-wit:

10 wheel lines

1 - 10 tower Zimmatic Circle

1 - 7 tower Zimmatic Circle

4 hand lines

1 - 600 horsepower motor, pump, column and pannel

1 - generator

MICROFILMED
MAY 20 1993

4 - wheel lines

all buried main lines

Section IX
Time is of the Essence;
Termination and Forfeiture

Time is of the essence hereof. In the event Purchasers fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, Seller may elect to declare all of Purchasers rights hereunder terminated. On the termination of Purchasers rights, all payments made hereunder, and all improvements placed on the premises shall be forfeited to Seller as liquidated damages and Seller shall have the right to re-enter and take possession of the property. If Seller, after such forfeiture, commences an action to procure an adjudication of the termination of Purchasers' rights hereunder, or for any other reason, Purchasers agree to pay the expense of searching of title for the purpose of such proceedings, together with all costs and reasonable attorney's fees. Purchasers have thirty (30) days from the date of notice of forfeiture to remedy any and all defaults.

Section X
Notice

Notice of forfeiture or any other notice hereunder may be given by mailing such notice by first class mail, addressed to Purchasers, at the address given at the beginning of this contract, or such other address in the United States as they may later designate by a written notice to Seller. Notices to Seller may be similarly given to it at its stated or any future substituted address.

MAY 20 1993

IN WITNESS WHEREOF, the parties have executed this Agreement
this ____ day of October, 1992.

SELLER
MARK B. CLARK TRUST

PURCHASERS

BY: Camille Clark
Camille Clark
Trustee

Boyd Foster
Boyd Foster

Lynn Powell
Lynn Powell

STATE OF IDAHO
:ss
County of Bannock

On this 16 day of October, before me personally appeared
Camille Clark, known or identified to me to be the person whose
name is subscribed to the within instrument as trustee of the Mark
B. Clark Trust and acknowledged to me that she executed the same as
such trustee.

M. R. Ralston
Notary Public for Idaho
Residing at Pocatello, Idaho

(Seal)

My Commission Expires: 6-8-93

REAL ESTATE AGREEMENT - Page 7

RECORDED

MAY 20 1993

IN WITNESS WHEREOF, the parties have executed this Agreement
this ____ day of October, 1992.

SELLER
MARK B. CLARK TRUST

PURCHASERS

BY: Camille Clark
Camille Clark
Trustee

Boyd Foster
Boyd Foster

Lynn Powell
Lynn Powell

STATE OF IDAHO
:ss
County of Bannock

On this 16 day of October, before me personally appeared
Camille Clark, known or identified to me to be the person whose
name is subscribed to the within instrument as trustee of the Mark
B. Clark Trust and acknowledged to me that she executed the same as

MAY 20 1993

STATE OF IDAHO

COUNTY OF BANNOCK

On this 20 day of October 1992, before me a notary public, personally appeared Boyd Foster and Lynn V. Powell, both married men dealing with their sole and separate property and operating under the firm name and style of Arrowhead Cattle Co., a general partnership, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Stephen W Clark
Notary Public for Idaho
Residing at Pocatello, Idaho

(Seal)

My Commission Expires;

Dec 1st, 1994

MICROFILMED
MAY 20 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 13, 1993

Lynn Powell
Arrow Head Cattle Co
167 N 2nd W
Rigby, ID 83422

Re: Permit 35-07940

Dear Mr Powell:

The Department is in receipt of the proof of beneficial use, appropriate fee and additional information needed to reinstate the permit. However, before the Department can take further action on the reinstatement, additional steps need to be taken.

Since a water permit is personal property, it does not automatically transfer when the property is sold. Therefore, in order for this permit it be placed in your name, we need to have a copy of the deed of sale. The deed of sale must SPECIFICALLY address the issue of all water rights appurtenant to the land. If the deed of sale does not address the water rights, then the current permit holder, Investors Credit Inc., will need to assign the permit to you. I have enclosed an assignment form for your convenience should you need one.

I also want to inform you that the previous permit holder was fully aware that the permit had lapsed. In correspondence to the Department dated July 20, 1987, Mr. Clark acknowledges receipt of the lapse notice and informed the Department that "... we do not want to pursue the rights under that permit to obtain a license." However, this will not affect any future reinstatement.

I will hold this file for an additional 30 days to allow you time to forward a copy of the deed of sale or the completed assignment form. As soon as this information is received and the permit has been placed in your name, I will continue with the analysis of the information already submitted to see if a reinstatement of the permit is possible.

MICROFILMED

MAY 20 1993

In the mean time, If you have any questions, or if I can be of any further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Karen L. Gustafson".

Karen L. Gustafson
Secretary/Records Manager

Enclosure

MICROFILMED
MAY 20 1993

RECEIVED

APR - 1 1993

Department of Water Resources

March 29, 1993

Lynn Powell
Arrow Head Cattle Co.
167 N. 2nd W.
Rigby, Idaho 83442

Jim Johnson
Department of Water Resources
1301 N. Orchard
Statehouse Mail
Boise, Idaho 83720

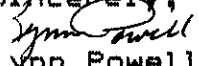
Dear Jim:

In October 1992 Arrow Head Cattle Co. purchased from Investors Credit Corp. 640 acres of farm ground located in Section 16 Township 4N Range 35E in Jefferson County. I made an appointment with Greg Taylor who works for Water Resources in Idaho Falls to get Arrow Head Cattle Co.'s name on all the necessary water papers. Greg helped me with the ownership transfer but said that there was a problem with the water permit on the North half of this property. Greg told me that the permit had lapsed because no application for beneficial use was provided to Water Resources and no fees paid.

After this meeting with Greg, I called the previous owner of this property to explain to me why beneficial use was not proved. The previous owner was unaware of the permit lapsing and told me he thought all the paper work was done on this permit. My opinion is that he was not totally aware of what really needed to be done to get this application approved. Also, during this time it is my understanding that the previous owner had health problems that required open heart surgery.

Whatever the reason, the fact is this permit has lapsed and I would request that you reconsider reinstating it. I have enclosed two proofs of beneficial use and the necessary fees.

Thank you for your consideration in this matter.

Sincerely,

Lynn Powell,
Arrow Head Cattle Co.

MICROFILMED

MAY 20 1993

ASCS-578
(02-02-84)

REPORT OF ACREAGE

USDA-ASCS

NOTE: Section 374 of the Agricultural Adjustment Act of 1938, as amended, authorizes collection of the following information for the purpose of determining eligibility for assistance. Furnishing this data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the Act.

Form Approved - OMB No. 0560-0004

1986 CROP REPORT

FARM NO. NAME AND ADDRESS
520 Calico Inc.
PO Box 4972
Pocatello, Idaho 83205FARM-
LAND
CROP-
LAND

640 499.7

OPERATOR
A 330

KEY

OTHER INTERESTED PRODUCERS
NAME AND ADDRESS
AOTHER FARMS
B

CROP

ASSIGNMENT

JOB

D

OF

1

OWNER
520 Investors Credit Inc.
575 Marlow
Pocatello, Idaho 83205PROGRAM YEAR
1986

KEY

OTHER

OTHER FARMS

CROP

ASSIGNMENT

JOB

D

OF

1

SECTION I - FARM FIELD REPORT (Note: Grey Shaded Areas For County Office Use Only) (Section I Continued on Reverse)

TRA. NO. FIELD NO. CROP OR LAND USE WHT BRLY OATS CORN ACR CU ONPC KEY SH- ARE DISPOSITION GROSS ACRES DEDUCTIONS IDENT /MEAS. ACRES NET ACRES DATE

1 2 3 4 5 6 7 8 9 10 11 12

134 1 Wheat-grain 85.9 1.5 23.0

1A Idle c/l 1.5

1B Blount + wheat destroyed 63.9 23.0

2 Wheat-grain 1.6

2A Idle c/l 10.0

2B Blount and wheat destroyed 5.0

3 Barley-grain 1.6

4 Wheat-grain 4.0

5 ACR-Fallow

13. TOTAL OPERATOR REPORT 344.5 5.0 2000 114.8 34.1

14. TOTAL DETERMINED ACREAGE 346.5

A. OPERATOR'S SIGNATURE DATE B. OPERATOR'S SIGNATURE DATE

C. OPERATOR'S SIGNATURE DATE

SECTION II - OPERATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. I understand that an inaccurate acreage report could result in a payment reduction or loss of program benefits and/or reduction in future allotments and quotas when applicable.

C. OPERATOR'S SIGNATURE DATE

COPY

MICROFILMED
MAY 20 1993



UNRECORDED

MAY 20 1993

REPORT OF AGREEMENT

USDA-APCS	NOTE
	determ

NOTE: Sect. 1374a, 7 U.S.C., authorizes collection of the following data. The user must determine eligibility for assistance. Furnishing this data is voluntary; however, without it assistance will not be provided.

05

FARM NO.	NAME AND ADDRESS	FARM- LAND	CROP LAND
520	Gary Steed		
A	RR 3 Box 10J		
0P	Rigby, Idaho	83442	

OPERATOR	017 059
OWNER	078 0144
PROGRAM YEAR	1981
OTHER	

KEY	OTHER INTERESTED PRODUCERS NAME AND ADDRESS
3	
4	Crop Repa
5	1987
6	
7	

~~Crop Report~~
1987

MICROFILMED
MAY 20 1993

SECTION I - FARM FIELD REPORT (NOTE: Grey Shaded Area to be Filled in by Reporter ONLY.)

TRACT NO.	LD	CROP OR LAND USE	CROP OR LAND USE SUMMARY				KEY	SHARE	DISPOSITION	METHOD	GROSS ACRES	DEDUCTIONS		NET ACRES	INITIAL & DATE
			1	2	3	4						5	6		
165	A	cult - Grass	42.3					1 ac	9-16-81	0	237.3			237.3	WD
	B	cult - Grass	42.3					2 3/4 ac	Harvested	0	42.3			42.3	WD
		No other programs							9/16/81						
		Grass planted							Harvested						
		See other sheets							9/16/81						
		Planted - 0 - 7/29/81							Harvested						
TOTAL OPERATOR REPORT			279.6												
TOTAL REPORTER'S REPORT			279.6												

COPY

SECTION II - OPERATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the acreages of crops and land uses listed herein are true and correct. Further, my signature constitutes authority for ASCS personnel to enter my farm for making any program determinations.

~~OPERATOR'S SIGNATURE~~

DAFE

OPERATOR'S SIGNATURE

DATE _____

COPY

Handwritten notes at top right

17
9

1605
(1847)

Paul Street

23
Jim

(1067)

MICROFILMED

MAY 28 1993

COPY

16
15
1446

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Jefferson County ASC Committee
P.O. Box 216
Rigby, Idaho 83442

Date: 8-21-81

Gary Steed
RR 3 Box 10J
Rigby, Idaho 83442

Dear Mr. Steed:

A farm reconstitution has been approved for Farm No. A 520.

LAND DESCRIPTION:

Farmland	<u>320.0</u>
Cropland	<u>279.6</u>
Normal Crop Acreage (NCA)	<u>277.0</u>

This reconstitution will be effective for the year of 1981 and includes cropland, farmland, and normal crop acres (NCA) for all of the land in this farm.

This land will remain constituted as above until such time as an interested owner, or operator, makes a written request for a change.

A request for reconsideration of this action may be made within 15 days from the date of this notice.

If you have any questions regarding this reconstitution, please feel free to contact this office.

Sincerely,

JEFFERSON COUNTY ASC COMMITTEE

Kaye Chapman

Kaye Chapman, Acting for Chairman

1/80

REMARKS:

Copy
COPY

MICROFILMED

MAY 20 1983



IF YOU HAVE QUESTIONS ABOUT
THIS BILL, CALL

TO REPORT SERVICE TROUBLE
OR OUTAGE, CALL

ZENITH 932

ZENITH 932

ACCOUNT NUMBER				SERVICE ADDRESS				
6585-02400.004				600 HP PUMP				
ROBERTS				ID 83444				
RATE SCHEDULE	FROM	TO	DAYS	METER READINGS		KILOWATT-HOURS USED	4928.13	
10C	6-11	7-12	31	PREVIOUS	PRESENT			
				32683	34718	244200		
MULTIPLIER 120.0000				462 KW POWER				3.8500

Add exactly \$1, \$2, \$5 or \$10 to your payment and it will go directly to the Red Cross to help needy people with energy emergencies.

PREVIOUS BALANCE	1629.99	CURRENT BILL	4928.13
PAYMENTS RECEIVED	THANK YOU	BALANCE- JUL 22	.00
		ACCOUNT BALANCE	4928.13

THANK YOU

We appreciate and thank you for paying your electric service bill on time. Your prompt payments help the company hold down the costs of providing reliable service.

EQUAL PAYMENT PLAN

MONTHLY PAYMENT

AMOUNT
NOW DUE

4928.13

ENERGY USAGE COMPARISON						
MONTHLY BILLING	DAYS	KWH USED		ELECTRIC SERVICE CHARGE		
		TOTAL	PER DAY	TOTAL	PER DAY	COST/KWH
THIS YEAR	31	244200	7877	4928.13		¢
LAST YEAR						

CURRENT BILL
PAST DUE
AFTER

8-07-85

CUSTOMER PORTION — PLEASE RETAIN
FOR ADDITIONAL INFORMATION PLEASE SEE REVERSE SIDE

MICROFILMED

MAY 20 1993



IF YOU HAVE QUESTIONS ABOUT
THIS BILL CALL:

TO REPORT SERVICE TROUBLE
OR OUTAGE CALL

ZENITH 932

ZENITH 932

ACCOUNT NUMBER				SERVICE ADDRESS			
5585-02400.004.8				600 HP PUMP			
ROBERTS				ID 83444			
RATE SCHEDULE	FROM	TO	DAYS	METER READINGS		KILOWATT-HOURS USED	1629.99
				PREVIOUS	PRESENT		
10C	5-25	6-11	17	32152	32683	63720	
MULTIPLIER 120.0000				3.8400			
461 KW POWER							

By adding exactly \$1, \$2, \$5 or \$10 to your payment for the Red Cross SHARE program you can help needy people with energy emergencies.

PREVIOUS BALANCE	00	CURRENT BILL	1629.99
PAYMENTS RECEIVED	.00	BALANCE- JUN 20	.00
		ACCOUNT BALANCE	1629.99

THANK YOU

We appreciate and thank you for paying your electric service bill on time. Your prompt payments help the company hold down the costs of providing reliable service.

EQUAL PAYMENT PLAN

MONTHLY PAYMENT

AMOUNT
NOW DUE

1629.99

ENERGY USAGE COMPARISON						
MONTHLY BILLING	DAYS	KWH USED		ELECTRIC SERVICE CHARGE		
		TOTAL	PER DAY	TOTAL	PER DAY	COST/KWH
THIS YEAR	17	63720	3748	1629.99		
LAST YEAR						

CURRENT BILL
PAST DUE
AFTER

7-08-85

CUSTOMER PORTION — PLEASE RETAIN
FOR ADDITIONAL INFORMATION PLEASE SEE REVERSE SIDE

MICROFILMED

MAY 20 1993

LINDSAY

CREDIT CORPORATION

BOX 1159 COLUMBUS, NEBRASKA 68601 PHONE 564-1251 AREA CODE 402

SCHEDULE A
TO AND PART OF EQUIPMENT LEASE NO. 2979-0 DATED _____
19____ BETWEEN LINDSAY CREDIT CORPORATION ("LESSOR")
AND Investors Credit, Inc. and Mark Clark ("LESSEE")

EQUIPMENT

- 1 - Zimmatic Center Pivot Irrigation System Model 307 (7 Towers)
S/N L16763 complete
- 1 - Zimmatic Center Pivot Irrigation System Model 410 (10 Towers)
S/N L09680 complete
- 4940' 8" PVC Pipe
- 1980' 10" PVC Pipe

ORIGINAL LOCATION: N $\frac{1}{2}$ Section 16 Township 4 North Range 35 East Jefferson Co,

INITIAL TERM OF LEASE: 7 Years

COMMENCEMENT DATE (IF ASCERTAINED): Immediately

TOTAL RENTAL: \$ 70,383.60

PERIODIC RENTAL: \$ 10,054.80 PER year (RENTAL PERIOD)

NO. OF RENTAL PAYMENTS 7

ADVANCE RENTAL: \$ N/A COVERING _____

SECURITY DEPOSIT: \$ 5,000.00**

ESTIMATED TOTAL COST OF EQUIPMENT: \$ Repossession of Lease #2105-1 & #578-0

ACTUAL TOTAL COST OF EQUIPMENT: \$ _____

ADDITIONAL PROVISIONS: **Half of Security Deposit in the amount of \$2,500.00 due with signed documents. Balance of \$2,500.00 due 4/1/86. Annual rent payments in the amount of \$10,054.80 each due October 1st, beginning with October 1, 1986 and annually thereafter.

(Corporation)

Investors Credit, Inc.

By [Signature] (Lessee)

ATTEST:

[Signature]
(Asst.) Secretary

(Corporate Seal)

(Partnership)

(Lessor)

By General Partner (Lessee)

Mark Clark (Individual)
[Signature] (Lessee)

(Lessee)

(Lessee)

(Lessee)

LC-10R
10/82

RECEIVED
MAY 20 1993

DSAY

CREDIT CORPORATION

ADDENDUM
(Replaces Section 27)

27. **OPTIONS OF LESSEE AT END OF TERM.** Upon the expiration of the initial term of this Lease, Lessee may elect to purchase the Equipment upon 60 days prior notice to Lessor, it being agreed that the purchase price of the Equipment shall be \$5,000.00 plus any applicable taxes.

Unless the Lessee elects to purchase the Equipment at the expiration of the initial term hereof by giving notice thereof to Lessor at least sixty (60) days prior to the expiration of said initial term, the term of this Lease shall be deemed to have been automatically renewed for one renewal term upon the expiration of the initial term hereof, such renewal term to be for a period of sixty (60) months, provided, however, that (i) Lessee may elect not to have the term hereof so renewed by notice to Lessor not less than sixty (60) days prior to the expiration of the initial term hereof; (ii) subject to Lessor's rights in the event of a default hereunder, Lessee may terminate such renewal term on any anniversary thereof by furnishing a 60-day prior notice to Lessor; and (iii) in the event the Lessee hereunder is one or more natural persons, the provisions of this paragraph providing for automatic renewal of this Lease shall be inapplicable. In the event that this lease is renewed, Lessor shall refund the unused portion of any security deposit upon the expiration of the initial term of this lease.

The rental to be paid by Lessee during the renewal term shall be equal to the fair rental value of the Equipment which fair rental value shall be determined by Lessor based upon the fair market value of the Equipment, as determined in the manner provided above with respect to the purchase option. Rental shall be paid annually in advance on the first day of each year during the renewal term.

(Corporation)

Investors Credit, Inc.

By (x) Keaney C. Haller (Lessee)

(Partnership)

By _____
General Partner

ATTEST:

(x) H. L. Clark, Editor
(Asst.) Secretary

(Corporate Seal)

LESSON:

By: [Signature]

Date: _____

(Individual)

Mark Clark
(X) Blower (lessee)

x (Lessee)

x (Lessee)

x (Lessee)

ATTEST:

D. L. Clark Asst. Sec.
(Asst.) Secretary
(Corporate Seal)

Mark Clark (Individual)
(X) Mark Clark (Lessor)

X **(L8381)**

_____ (Lesson)

X _____ (Lessee)

LC-10A
10/82

MICROFILMED
MAY 20 1993

EQUIPMENT LEASE

Sept. 17, 1985

is executed between LINDSAY

ITC CORPORATION

a Delaware corporation having its principal place of business in

Nebraska, ("Lessor") and

Investors Credit, Inc. a corporation and

Mark Clark

corporation), [a partnership]

Pocatello, ID

("Lessee")

individual (s), having its [principal place of business] [residence] at

Subject to the terms hereof, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment and other property ("Equipment") described on Schedule 1 and additional Schedules executed from time to time hereafter by Lessor and Lessee. As used herein, the term "Equipment" shall also include any and all additions, accessories, replacements, substitutions, alterations and improvements thereon.

The term of the Lease for all items of Equipment included in any Schedule shall commence on the date the first of such items is delivered to Lessee, or such other date as may be specified in any Schedule ("Commencement Date"), and, subject to the terms hereof, shall continue for the period of (120) months from said Schedule.

3.1. With respect to each Schedule, Lessee shall pay to Lessor total rental equal to the periodic rental payments specified on said Schedule multiplied by the number of rental payments specified on said Schedule. Any advance rental payments specified on said Schedule shall be due upon execution of such Schedule by Lessee. Subject to payment by Lessee of the total amount applicable to the first payment, the first payment of rental with respect to each Schedule shall be due on the Commencement Date or such other date as may be specified on the date of the first payment of rental hereunder. Subsequent payments of rental shall be due for each rental period ("Rental Period") covered by such payment on the same day of the month as the Commencement Date, or such other date as may be specified in such Schedule. Lessee shall not be entitled to any interest on or discount for any advance rental. All rentals shall be paid to the office of Lessor or to such other office as Lessor may designate by notice to Lessee. All such rentals shall be paid without notice or demand and without abatement, deduction or set-off for any reason whatsoever. If any "Lessee's Obligations" due hereunder are not paid within ten (10) days of the due date thereof, Lessee shall pay to Lessor, on demand, as liquidated damages, the aggregate amount of such "Lessee's Obligations", multiplied by a fraction, the numerator of which is the number of days, during which such "Lessee's Obligations" have remained unpaid and the denominator of which is 360, multiplied by the lesser of (i) 16% percent or (ii) the maximum per annum rate allowed by applicable law with respect to business transactions involving entities of the same type as Lessee. The terms, "Lessee's Obligations" or "Obligations" whenever used in this Lease means all amounts, indebtedness, claims and obligations of any and every kind and nature now or hereafter owing, arising, due and payable from Lessee to Lessor under this Lease (and all Schedules) however evidenced, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise.

4. **ERRORS IN ESTIMATED COST OR DESCRIPTION OF EQUIPMENT; CORRECTIONS BY LESSOR.** The amount of each rental payment and any advance rental security deposit set forth on each Schedule is based upon the estimated total cost of the Equipment to Lessor initially set forth on said Schedule, and each of the foregoing shall be adjusted proportionately if the actual cost of the Equipment differs from said estimate. The Equipment actually placed in use may also vary from the Equipment described in each Schedule, and the to thereof may vary. Lessee hereby authorizes Lessor to correct the figures set forth on each Schedule when the actual cost is known, and to insert on such Schedule any serial number or other specific description of the Equipment or to correct the description or location of the Equipment to correctly describe the Equipment actually placed in use and its correct location. As used herein, the term "actual cost" means the total cost to Lessor of purchasing, delivering and, without limitation, taxes, insurance and transportation charges. In addition to, and not in limitation of the foregoing, Lessor hereby authorizes Lessor to correct or insert any figures, dates and/or descriptions or locations contained in any Schedule attached hereto in order to more accurately reflect the transaction to be by the parties hereto.

5. **SECURITY DEPOSIT.** The security deposit, if any, specified on each Schedule shall secure the full payment and performance of Lessee's Obligations hereunder, including without limitation, the rental payments described in paragraph 3 above. Such deposit shall not excuse the performance of any such Obligations or prevent a default. Lessor may, in its sole discretion, apply all or part of such security deposit toward discharge of any overdue Obligation of Lessee. If, upon the expiration of the term specified in any Schedule, Lessee shall have fully complied with all of its obligations hereunder, any unused portion of the security deposit under such Schedule will be refunded to Lessee. Lessor shall have no duty to keep such deposit identifiable or uncommingled. Lessee shall have no duty to pay interest on such deposit.

6. **ORDERING OF EQUIPMENT; ACCEPTANCE.** Lessee hereby assigns to Lessor all of Lessee's right, title and interest, but none of its obligations, under any purchase agreement contract for the purchase of the Equipment listed on such Schedule from such supplier or suppliers as may be selected by Lessee (said supplier or suppliers being hereinafter individually collectively referred to as "Vendor"). Upon the acceptance by Lessor of any Schedule, Lessor will, if requested by Lessee, and if Lessee is not then in default hereunder, order the Equipment on such Schedule from such Vendor. Lessor should not in any event be liable for specific performance of this lease or for any damages, direct, consequential, or otherwise, if for any reason, the Vendor delays or fails to deliver any Equipment to Lessee. Lessee shall inspect each item of Equipment within seventy-two (72) hours after the receipt thereof. Unless Lessee within said period of time, in writing, notifies Lessor and Vendor specifying any defect in or other proper objection to such Equipment it shall be conclusively presumed between Lessor and Lessee that Lessee has inspected such Equipment, that such Equipment is in full compliance with the Lease, that such Equipment is in good condition, repair, installed, and operational, and that Lessee has accepted the Equipment as of the date of delivery thereof to Lessee.

7. **INSTALLATION, MAINTENANCE & REPAIR.** Lessor will pay all charges of the Vendor for the delivery and installation of the equipment but all such delivery and installation shall be the sole responsibility of the Vendor. Lessee will at its own expense maintain the Equipment in good and efficient working order and repair and in accordance with the standards of the Vendor manufacturers of the Equipment and will make and be responsible for any and all replacements, repairs or substitutions of parts of the Equipment required to keep it in such good and working order. All replacements, substitutions and repairs shall become the property of the Lessor, as shall all additions and accessories if not removable without impairing the value of the equipment. Without the prior written consent of the Lessor, Lessee shall not alter or improve the Equipment. Lessee will bear all costs incurred in connection with the use and operation of the Equipment, including, but not limited to, labor, material, energy or supplies.

8. **TITLE AND TAX ELECTION.** All equipment shall remain personal property notwithstanding the manner in which it may be attached to realty, and the title thereto shall remain exclusively and Lessor and Lessee have elected to treat Lessor as owner of the equipment and accordingly Lessor is entitled to any investment tax credits and/or depreciation deductions on the Equipment. Lessee shall keep the Equipment free from all liens and encumbrances, and Lessee shall use the Equipment in a careful and proper manner and in compliance with all regulations. Lessee shall execute any further instruments and assurances reasonably requested from time to time by Lessor to protect its interest, and shall otherwise cooperate to defend Lessor and to maintain the status of the Equipment as personal property, including, without limitation, the execution of financing statements and the furnishing of waivers with respect to right of Equipment from any owners or existing or future mortgage or other lien holders of the real estate on which the Equipment is or will be located. Lessor may file or record any such financing statements, waivers or other instruments in order to protect its interest. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix and maintain the same in prominent place on each item of Equipment.

9. **LESSEE'S WARRANTIES.** Lessee warrants to Lessor: (a) if Lessee is a corporation or partnership, Lessee is and shall at all times hereafter be duly organized and existing in good standing under the laws of the state indicated above and has duly authorized the execution and performance of this Lease; (b) this Lease constitutes and will constitute the valid and binding obligation of Lessee in accordance with its terms; (c) the execution and performance of this Lease by Lessee will not violate any law or regulation or, if Lessee is a corporation, Lessee's corporate bylaws, nor will it constitute a default under any agreement to which Lessee is now or hereafter a party; (d) all financial statements and information relating to Lessee which have been or may be submitted by Lessee accurately and fairly and will accurately and fairly present the financial condition of Lessee as of the date thereof and have been and will be prepared in accordance with generally accepted accounting principles consistently applied; (e) there has been no material adverse change in the financial condition of Lessee since the submission of any such financial information to Lessor; and (f) **THE EQUIPMENT LEASED HEREUNDER WILL BE USED SOLELY FOR BUSINESS OR AGRICULTURAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** Lessee agrees to deliver to Lessor at any time or times hereafter such documents, including, without limitation, certified resolutions and legal opinions, as Lessor may reasonably request to show Lessee's compliance with the foregoing.

10. **LOSS OR DAMAGE.** All risk of loss, damage, theft or destruction to each item of Equipment shall be borne by the Lessee. No such loss, damage, theft or destruction of the equipment whole or in part, shall impair the obligations of Lessee hereunder, all of which shall continue in full force and effect; and Lessee, at Lessor's option, shall either (a) place the affected Equipment in repair, condition and working order or (b) replace the same with like Equipment in good repair, condition and working order or (c) pay the Lessor an amount equal to all unpaid rental due under this Lease with respect to the affected Equipment, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, damage or destruction. After compliance with the foregoing to Lessor's satisfaction, and provided Lessee is not in default under this Lease, Lessee shall be subrogated to Lessor's rights with respect to insurance policies or claims for reimbursement by others with respect to such loss, damage, theft or destruction.

11. **INSURANCE.** Lessee will, at its own expense, insure the Equipment at all times against all hazards requested by Lessor including but not limited to, fire, theft and extended coverage insurance, and such policies shall be payable to Lessor as its interest may appear. Such policies of insurance shall be reasonably satisfactory to Lessor as to form, amount and nature and shall provide for at least ten (10) days written notice of cancellation to Lessor. Lessee shall furnish certificates, policies or endorsements to Lessor's proof of such insurance. Lessor may act as Lessee in making, adjusting or settling any claims under any insurance policies insuring the Equipment. Lessee assigns to Lessor all of its right, title and interest to any insurance policies insuring the Equipment, including all rights to receive the proceeds of insurance not in excess of the unpaid Obligations of Lessee under this Lease, and directs any money to pay all such proceeds to Lessor and authorizes Lessor to endorse Lessee's name on any draft for such proceeds.

Lessee will, at its expense, carry public liability insurance with respect to the Equipment and the use thereof, in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall also name Lessor as an insured thereunder. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. The proceeds of any fire, theft and extended coverage insurance with respect to the Equipment shall be payable solely to Lessor and shall be applied by Lessor toward the payment of Lessee's Obligations hereunder, and any balance of the proceeds shall be the property of Lessee, provided that at Lessor's option such proceeds shall be applied to repair or replacement of the affected Equipment.

12. **TAXES AND OTHER GOVERNMENTAL CHARGES.** Lessee shall promptly pay or reimburse Lessor for all present and future taxes and other governmental charges without limitation, personal property taxes, any amounts in lieu of such taxes and charges and any penalties and interest on any of the foregoing, imposed, levied or based upon or in connection with the purchase, ownership, leasing, possession or use of the Equipment, or based upon measured by rentals or receipts with respect to this Lease. Lessee shall not, however, be obligated to pay taxes on or measured by Lessor's net income. Lessee further agrees to comply with all state and local laws requiring the filing of ad valorem tax returns with respect to the Equipment. If subjecting the Equipment to forfeiture or sale, Lessee may at its expense contest in good faith, by appropriate proceedings, the validity or amount of any of the taxes or other governmental charges described above, provided that prior written notice of any such contest shall be given to Lessor together with security satisfactory to Lessor for the payment of the amount being contested.

13. **NOTICES; INSPECTION.** Lessee shall give Lessor immediate notice of any attachment, judicial process, lien, encumbrance or claim affecting the Equipment, any loss or damage to the Equipment or material accident or casualty arising out of the use, operation or condition of the Equipment, and any change in the residency or principal place of business of Lessee. For the purpose of inspection, at all reasonable business hours, enter from time to time upon any premises where the Equipment is located. No Equipment shall be removed from the real estate in Schedule A without the prior written consent of Lessor.

14. **QUIET ENJOYMENT.** As long as Lessee fully performs all of its Obligations hereunder, Lessor will not interfere with Lessee's quiet enjoyment of the Equipment.

15. **SURRENDER.** Upon the expiration or earlier termination of this Lease with respect to any Equipment, Lessee shall within three (3) days after such expiration or earlier termination of the Lease return such Equipment to Lessor at a location Lessor may designate in writing to Lessee. Lessor will use its best efforts to designate a location within a fifty (50) mile radius of the location of the Equipment. If Lessor does not designate such a location, then Lessee shall return the Equipment to Lessor's place of business. The Equipment shall be substantially the same as when received by a Lessee, ordinary wear and tear excepted. Lessee shall surrender the Equipment to Lessor or Lessor's agent. In the event Lessor or its agent must enter upon Lessee's premises to effect such surrender, Lessee hereby authorizes such entry and further agrees that Lessor shall not be liable for any cost or charge therefore or for any damages to Lessee's property or personal, therefrom.

16. **ASSIGNMENT.** Lessee hereby consents to any assignment by Lessor and any assignment of this Lease, the Equipment, rents, or insurance proceeds hereunder with or without Lessee's agreement that it shall not assert against any assignee of Lessor, and that the rights of such assignee to the rents and other amounts payable by Lessee hereunder shall not be subject to set-off, counter-claim, recoupment, abatement or defense of any kind or nature whether by reason of any damage to or loss or destruction of the Equipment, or any part thereof or by defect in or failure of title of Lessee or interruption from whatsoever cause in the use, operation or possession of the Equipment or any part thereof, or by reason of any indebtedness of Lessee to Lessor or to any other person, firm or corporation or to any governmental authority, or for any cause whatsoever. Being the intent of Lessee shall be absolutely and unconditionally obligated to pay all such sums to such assignee. In the event of any such assignment, Lessee agrees if directed by Lessor or by any assignee of Lessor shall have all the rights, powers, privileges and remedies of Lessor hereunder (whether or not the applicable provisions of the Lease contain express references to assignees) but none of the Lessor's obligations; provided, however, no such assignment shall in any way relieve Lessor of any obligation hereunder. Lessee shall not enter into any agreement with respect to the Equipment or any part thereof or make or permit any assignment of this Lease or Lessee's interest hereunder without prior written consent of Lessor. This Lease, in whole or in part, shall be binding on the successors and assigns of Lessor and shall be binding on the successors and personal representatives of Lessee.

17. **INDEMNITY.** Lessee assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless Lessor, its agents, employees, officers, directors, successors and assigns against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses, of whatsoever kind and nature, imposed or asserted against Lessor, its agents, employees, officers, directors, successors and assigns, in any way relating to or arising out of the ownership, possession, use, selection, delivery, operation, maintenance, return or condition of the Equipment or any failure on the part of Lessee to perform or comply with any of the terms of this Lease. The assumptions, obligations and liabilities contained in this paragraph will continue in full force and effect notwithstanding the expiration or other termination of this Lease.

18. **LESSOR'S RIGHT TO TERMINATE.** Without limiting the rights of Lessor in the event of a default by Lessee as described in paragraph 21 below, Lessor shall at any time or from time to time have the right to terminate this Lease with respect to such Equipment if (a) there shall be an adverse change in Lessee's financial condition or credit standing, as determined by Lessor, (b) if such Equipment is not for any reason delivered to Lessee within 60 days after the estimated delivery date thereto specified in any Schedule attached hereto, or (c) if such Equipment is not for any reason delivered to Lessee within 60 days after the estimated delivery date thereto specified in any Schedule attached hereto, provided that Lessor is not then in default, upon any termination by Lessor pursuant to this paragraph Lessor will refund to Lessee any security deposit and any advance rental payments made by Lessee.

19. **ENTIRE AGREEMENT.** This Lease, together with all Schedules, constitutes the entire agreement between Lessor and Lessee, and shall supersede all other agreements, understandings or negotiations between Lessor and Lessee.

MAY 20 1985

I certify that file No. 55-7940 has been
reviewed and is ready to be MICROFILMED
and DESTROYED.

R. A. Fleck
Signature

3-8-1988
Date

Law Firm of

MARK B. CLARK
THOMAS W. CLARK

CLARK & CLARK

P.O. BOX 492
600 S. CENTER
POCATELLO, IDAHO 83240-0492
TELEPHONE (208) 233-0046

RECEIVED
JUL 29 1987

July 20, 1987

Department of Water Resources

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

Attn: Jim Johnson, Water Rights Supervisor

Re: Permit Number 35-7940

Dear Mr. Johnson:

This will acknowledge receiving the lapse letter on the above-captioned permit.

After our lengthy conversation this date, we believe that we do not want to pursue the rights under that permit to obtain a license.. The reason therefore is that we believe that we are covered under claim 35-4264 and that all of our rights on the north half of the section have been transferred by amendment to the rights under water license number 35-7562 and has a priority date of December 12, 1975.

We intend to defend that right and claim rather than pursue the later rights under 35-7940.

If you have any questions regarding this matter, please do not hesitate to advise, but you advised me that our position is the best for our rights and our position in this matter.

Best regards.

Very truly yours,

Mark B. Clark

Mark B. Clark
MBC:mb
8041A

INTER-DEPARTMENT MEMO—1

DATE 7-20-87

FROM Jim

TO FILE

SUBJECT MR. Clark called in reference to the lapse
notice sent 6-17-87.

HE STATED THAT HE NEVER REC'D THE
FIRST EXAMINATION FEE NOTICE OF 6-18-86. HE will
be sending us correspondence requesting a waiver
of the priority advancement.

Note, claim 35-4664 was filed in connection
with this right.

SIGNATURE



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

CECL D. ANDRUS
Governor

A. KENNETH DUNN
Director

35-7940
INVESTORS (FEE) INC.
P.O. Box 4572
BOCA RATON, FL 33421

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

June 19, 1987

Dear Permit Holder:

LAPSE NOTICE
License Examination Fee

You are hereby notified that under the provisions of Section 42-217 and 42-218a, Idaho Code, the above referenced permit will lapse and be of no further force nor effect on August 19, 1987, for failure of the permit holder to submit either the license examination fee or an acceptable field examination report prepared by or under the supervision of a certified water right examiner.

Provisions of § 42-217, Idaho Code, and the Beneficial Use Examination Rules and Regulations provide that failure of the permit holder to submit either the fee or an acceptable field examination report within one (1) year and sixty (60) days after notification by the director that the submittal is due is cause for the director to reject the proof of beneficial use and lapse the permit. The Department notified you of the required submittal on June 19, 1986.

The lapsed permit can be reinstated upon a showing of reasonable cause for late submittal of proof of beneficial use, if you submit to the Department on or before October 19, 1987, either the license examination fee or an acceptable field examination report prepared by or under the supervision of a certified water right examiner.

Enclosed is a fee information sheet that must be completed and submitted to the Department to keep the permit in good standing. If you have questions, please contact any office of the Department.

Sincerely,

Glen Saxton
GLEN SAXTON, Chief
Operations Bureau

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

JOHN V. EVANS
Director

A. KENNETH DUNN
Deputy Director

Investors Credit Inc.
P.O. Box 4972
Pocatello, ID 83205

35-7940

June 19, 1986

138810
CERTIFIED MAIL

EXAMINATION FEE NOTICE

Dear Permit Holder:

Department records show that proof of beneficial use has been submitted the permit reinstated by the enclosed order, but that a field examination has not yet been conducted to determine the extent of beneficial use of the water for licensing purposes.

House Bill 671 (effective April 4, 1986) enacted by the 1986 Idaho Legislature requires the payment of a fee before this department can conduct the field examination needed to issue a license confirming use of water under the permit. This letter is notification that the license examination fee is due within sixty (60) days of the date of this letter. The examination fee information sheet (enclosed) must be returned with the fee.

As an alternative to submitting the fee, the department will accept a field examination report completed by a certified water right examiner from the private sector. If you choose to have the examination done by a certified water right examiner, you need not submit the license examination fee to the department, but you must within sixty (60) days of the date of this letter return to the department, the examination fee information sheet showing appropriate information together with a statement from the certified examiner to verify that you have retained a certified examiner to conduct the field examination. If you choose this alternative, a completed field examination report must be submitted within one year of the date of this letter. You cannot later change your decision to use this alternative and submit the fee needed for the department to conduct the field examination, but you may change to another certified examiner.

Certified water right examiners are licensed engineers or geologists certified by the department to conduct water right examinations. The procedure for certifying examiners results from the recently enacted HB 671 and is being developed at this time. A listing of certified water

right examiners will be available from this department when examiners have been certified.

If your permitted use, in fact, has already been examined by the department and you have not asked to have the examination repeated, the fee requirement is not applicable to your permit. If you believe this is the case, please contact the department.

The license examination fee is to be based on the amount of water you indicate you have developed, as listed in item 6 on the examination fee information sheet. The amount of water on which the examination fee is based can be less than the permitted amount, if less water has been diverted and beneficially used. The licensed amount of water, however, will not exceed the amount you claim on the examination fee information sheet. The enclosed license examination fee schedule shows a listing of applicable fees.

FAILURE TO SUBMIT WITHIN THE SIXTY (60) DAY PERIOD, THE FEE OR THE STATEMENT THAT A CERTIFIED EXAMINER HAS BEEN RETAINED TO MAKE THE FIELD EXAMINATION, WILL BE CAUSE TO ADVANCE THE PRIORITY OF THE PERMIT ONE DAY FOR EACH DAY THAT THE FEE SUBMITTAL IS LATE.

FAILURE TO SUBMIT THE FEE OR THE COMPLETED FIELD EXAMINATION REPORT WITHIN A YEAR WILL BE CAUSE TO CONSIDER THE PROOF OF BENEFICIAL USE TO BE INCOMPLETE AND TO LAPSE THE PERMIT.

The attached examination fee information sheet and the fee may be submitted to the following department offices.

Northern Region
Idaho Dept. of Water Resources
4055 Government Way
Coeur d'Alene, ID 83814
Phone: 765-4639

Eastern Region
Idaho Dept. of Water Resources
150 Shoup Ave., Suite 15
Idaho Falls, ID 83401
Phone: 525-7161

Southern Region
Idaho Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301
Phone: 734-3578

Western Region
Idaho Dept. of Water Resources
450 W. State St., (Third Floor)
Boise, ID 83720
Phone: 334-2190

Sincerely,


L. GLEN SAXTON
Chief, Operations Bureau

Enclosures

Form 217
12-54

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
PROOF OF BENEFICIAL USE

RECEIVED
MAR 28 1986

Department of Water Resources

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed development under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below.

Permit No. 35-7946

Name(s) of Permit Holder Territon Creek, Inc.

Post Office Address P.O. Box 126, Territon, Idaho

Zip 53215 Telephone No. 232-8144

Source of Water Ground Water

Extent of Use

Domestic 2 (number of households)

Stockwater 257 head cattle (number and type of stock)

Irrigation 326 (acres)

Other Remarks _____

Indicate the date water was first diverted and beneficially used under this permit: Spring 1985

Measuring Device: Required? ☐ Yes ☐ No
Installed? ☐ Yes ☐ No

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

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

G. L. Harris (Name)

P.O. Box 126, Territon, Idaho (Address)

663-4544 (Telephone Number)

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

Jan 15, 1986
Date

G. L. Harris, President
Signature of Permit Holder (and Title, if appropriate)

1-1-86
FD

INVESTORS CREDIT, INC.

INVESTMENTS

P.O. BOX 4972

POCATELLO, IDAHO 83401

TELEPHONE 285-8444
AREA CODE 208

March 27, 1986

RECEIVED
MAR 28 1986

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

Department of Water Resources

Attn: Glen Saxton, Chief
Operations' Bureau

Re: Permit Number 35-7940

Dear Mr. Saxton:

We enclose herewith copy of our Proof of Beneficial Use
which apparently was submitted to you on or about January
15th of this year.

We were waiting to get approval through the Idaho Falls
office for our change of diversion and that has been
permitted and therefore, we feel that we are in a position
to submit your form 217.

If we can be of further service to you, please advise.

Very truly yours,

Mark B. Clark
MBC:mb
4338A
Enclosure

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
MARCH 13, 1986

INVESTORS CREDIT INC.
P.O. BOX 4972
POCATELLO, ID 83201

LAPSE NOTICE

RE: PERMIT NO. 35-7940

DEAR PERMIT HOLDER:

YOU ARE HEREBY NOTIFIED THAT UNDER THE PROVISIONS OF SECTION 42-218A, IDAHO CODE, THE ABOVE REFERENCED WATER PERMIT HAS LAPSED. THIS OFFICE DID NOT RECEIVE EITHER AN ACCEPTABLE PROOF OF BENEFICIAL USE SHOWING THAT YOU HAVE COMPLETED THE PROJECT BY THE DATE REQUIRED ON YOUR PERMIT OR AN ACCEPTABLE REQUEST FOR AN EXTENSION OF TIME. YOU WERE PROVIDED THE PROPER FORMS IN OUR PROOF OF NOTICE TO YOU DATED DECEMBER 31, 1985.

YOUR PERMIT CANNOT BE REINSTATED UNLESS YOU SUBMIT PROOF OF BENEFICIAL USE OR SUBMIT AN EXTENSION OF TIME REQUEST SHOWING REASONABLE CAUSE FOR DELAY. EITHER THE COMPLETED PROOF OF BENEFICIAL USE FORM OR THE EXTENSION REQUEST FORM MUST BE RECEIVED BY THIS OFFICE WITHIN SIXTY DAYS OF THE DATE OF MAILING OF THIS LAPSE NOTICE OR THE PERMIT WILL NO LONGER BE OF ANY FORCE OR EFFECT.

A PROOF OF BENEFICIAL USE FORM AND A REQUEST FOR EXTENSION OF TIME FORM ARE AGAIN ENCLOSED FOR YOUR USE. PLEASE NOTE THAT A FEE OF \$15.00 MUST ACCOMPANY AN EXTENSION OF TIME REQUEST AND THAT ONLY ONE EXTENSION OF TIME CAN BE GRANTED UNLESS THE PROJECT HAS NOT BEEN COMPLETED BECAUSE OF LACK OF A NECESSARY APPROVAL BY A GOVERNMENTAL AGENCY OR BY LITIGATION WHICH MIGHT BRING TITLE TO THE WATER IN QUESTION.

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

ENCLOSURES

LGSRF

CERTIFICATION OF MAILING

by that on 3-19-1986
a copy of this document was
sent by the United States mail,
and addressed to the
addressee above.

Rita Fleck



JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

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

January 23, 1986

RE: Permit No. 35-7940

Investors Credit Inc.
Box 4972
Pocatello, ID 83201

Gentlemen:

Enclosed is a copy of your approved Application for Amendment submitted in connection with the above referenced permit.

If you have any questions concerning this matter, please contact our office.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

Form No. 211a
11/78

State of Idaho
Department of Water Resources

AMENDMENT ANALYSIS SHEET

INITIAL REVIEW BY KEITH C. WILSON

Right Number 35-7940 Applicant Investors Credit Inc.

Purpose of Amendment ☒ Change point of diversion ☐ Add diversion point(s).

☐ Increase amount ☐ Change place of use ☐ Other _____

CHECK:

- ☒ Description of amended point(s) of diversion.
N/A ☒ Amount, nature and period of use. If increased, delay date of priority.
N/A ☒ Description of amended places of use. If expanded, delay date of priority.
OK ☒ Ownership of point of diversion and place of use. JULY 3, 1985 0938hd
OK ☒ Map. Ownership: N 1/2 Investors Credit Inc.
OK ☒ Signature (must be permit holder). 74N R216 S1/2 ALPINE INVESTMENT
OK ☒ Fee. SEC 16
N/A ☐ Existing water rights from the same source, amended place of use.
☐ Right number(s) _____
☒ Yes ☐ No Should amendment be advertised?
☐ Yes ☒ No Should date of priority be delayed? If yes, to what date? _____

FINAL REGIONAL PROCESSING REVIEW

- ☒ Affidavit of publication received.
☒ Amendment published correctly
☐ Protests processed.
☒ Approve
☐ Deny.

Conditions as per permit

By Keith C. Wilson Date Jan 10, 1986

STATE OFFICE PROCESSING.

- ☐ Amendment correct and complete By Jani Date 1-20-86
☐ Approved copy sent to applicant and to Region By _____

RECEIVED

JAN 15 1986

Department of Water Resources



John V. Evans
Governor

A. Kenneth Dunn
Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

150 Shoup — Suite 15
Idaho Falls, Idaho 83402
(208) 825-7101

September 5, 1985

RE: Application for Amendment No. 35-7940

Clark & Clark
Investors Credit Inc.
P.O. Box 4972
Pocatello, ID 83201

Dear Sir:

On June 28, 1985, we received an application for amendment of a permit No. 35-7940. During the review process a call was made, on July 8, 1985, to the Jefferson County Assessor Office to determine ownership of the land. According to the county assessor, Investors Credit Inc. owns the N1/2, Sec. 16, T. 4N, R. 35E and Alpine Investment owns the S1/2, Sec. 16, T. 4N, R. 35E. A call that same day to Mr. Clark revealed that Investors Credit Inc. was under contract to purchase the S1/2 of the section from Alpine Investments. I requested a copy of the sales contract on July 8 and again on August 12, 1985, to show authorization to change the point of diversion to lands owned by Alpine Investments. As of this date, no information has been received.

The authorization that is needed could be a notarized statement signed by an officer of Alpine Investments (giving title), stating that Alpine Investments authorizes the change of the point of diversion to their land in the S1/2, Sec. 16, T. 4N, R. 35E.

October 7

Please respond to this request by ~~September 16~~, 1985 because without authorization our office can not process the amendment. If we have not heard from you within this time period, action will be taken to refund the filing fee and void the amendment in the Department records.

Your prompt attention will be appreciated.

Very truly yours,

Keith C. Wilson
KEITH C. WILSON
Sr. Resource Agent

REMAILED 9/26/85

KCM:cm

September 5, 1985

RE: Application for Amendment No. 35-7940

Inventors Credit Inc.
P.O. Box 4972
Pocatello, ID 83201

Dear Sir:

On June 28, 1985, we received an application for amendment of a permit No. 35-7940. During the review process a call was made, on July 8, 1985, to the Jefferson County Assessor Office to determine ownership of the land. According to the county assessor, Inventors Credit Inc. owns the N1/2, Sec. 16, T. 4N, R. 35E and Alpine Investment owns the S1/2, Sec. 16, T. 4N, R. 35E. A call that same day to Mr. Clark revealed that Inventors Credit Inc. was under contract to purchase the S1/2 of the section from Alpine Investments. I requested a copy of the sales contract on July 8 and again on August 12, 1985, to show authorization to change the point of diversion to lands owned by Alpine Investments. As of this date, no information has been received.

The authorization that is needed could be a notarized statement signed by an officer of Alpine Investments (giving title), stating that Alpine Investments authorizes the change of the point of diversion to their land in the S1/2, Sec. 16, T. 4N, R. 35E.

Please respond to this request by September 16, 1985 because without authorization our office can not process the amendment. If we have not heard from you within this time period, action will be taken to refund the filing fee and void the amendment in the Department records.

Your prompt attention will be appreciated.

Very truly yours,

KEITH C. WILSON
Sr. Resource Agent

KEW:ew

REAL ESTATE AGREEMENT

This Agreement, made and entered into this 21st day of September, 1984, between Philip Dean Crofts, and Lou Jean Crofts, husband and wife, and Edward A. Bloxham and Barbara A. Bloxham, husband and wife, doing business as Alpine Realty of 355 River Parkway, City of Idaho Falls, County of Bonneville, State of Idaho, parties of the First Part, and Investors Credit, Inc., a domestic corporation, of P.O. Box 4972, City of Pocatello, County of Bannock, State of Idaho, the party of the Second Part.

WITNESSETH, that the parties of the First Part, in consideration of the covenants and agreements on the part of the said party of the Second Part, hereinafter contained, agree to sell and convey unto the said party of the Second Part, and the Second Party agrees to buy all that certain lot, piece or parcel of land, situate, lying and being in Jefferson County, State of Idaho, and bounded and particularly described as follow, to-wit:

South half Section 16, Township 4 North, Range 35, E.B.M., together with 600 horsepower turban motor, pump, 13 - 4 inch hand lines, 2 - potato cellars, 4-graineries, trailer house, and all water and water rights.

The total purchase price is the sum of Two Hundred Thirty Five Thousand Dollars (\$235,000.00) lawful money of the United States, and said party of the Second Part, inconsideration of the premises, agrees to pay to the said parties of the First Part the sum of Two Hundred and Thirty Five Thousand Dollars, as follows, to-wit:

Five Thousand Dollars (\$5000.00) to be paid upon the execution of this agreement, the receipt of which is hereby acknowledged.

One Hundred Twenty-Two Thousand Five Hundred Eighty-Eight Dollars and thirty-two cents (\$122,588.32) to be paid to Federal Land Bank on the loan thereon which is to be assumed and paid in accordance with the terms and conditions of said loan with the interest paid to April 1, 1984.

One Hundred Seven Thousand Four Hundred Eleven Dollars and sixty-eight cents (\$107,411.68) to be paid in annual installments of Eighteen Thousand Dollars (\$18,000.00) or more per annum to be paid on the first day of April, 1985, and Eighteen Thousand or more (\$18,000.00) or more on or before the first day of April, of each year thereafter until the balance has been paid in full. Out of each payment made, the interest is to be computed to date and deducted therefrom and the balance applied to the principal. All deferred payments to bear interest at the rate of 9 3/4%.

It is agreed that the buildings on said premises shall be kept fully insured against loss by fire, with loss payable to the parties of the First Part as present owner, and to party of the Second Part as purchaser under contract, as their respective interests may appear; Purchasers agree to pay the real property taxes for the years 1983 and 1984 and all subsequent years and the Sellers agree to pay any and all taxes for 1982 and prior years.

In the event of a failure to comply with the terms hereof, by the party of the Second Part, the said parties of the First Part shall be released from obligation in law or equity to convey said property, and said parties of the Second Part shall forfeit all right thereto, and all payments made on said property. And the said parties of the First Part, on receiving such payment, at the time and in the manner above mentioned, agree to execute and deliver to the party of the Second Part, or to its assigns, a good and sufficient Warranty Deed, free from all encumbrances except the obligation hereinabove set forth to the Federal Land Bank. The parties of the First Part agree to furnish title insurance showing a good and marketable title when the party of Second Part has paid Fifty Thousand Dollars (\$50,000.00) on the principal of said contract.

Time is the essence of this agreement and in case the party of the Second Part shall fail, refuse or neglect to pay said parties of the First part the money as is agreed herein to be paid or to pay taxes, assessments or insurance on the date same shall become due, and for a period of ninety (90) days thereafter, or shall fail to fulfill any of the covenants or

REAL ESTATE AGREEMENT - Page 2

agreements on the Second Party's part to be kept and performed, then and in that event, the parties of the First Part may, at their option, forfeit any and all rights of the said Second Parties in and to said property, and all money paid to the parties of the First part by the party of the Second Part under this agreement, shall be retained by the said parties of the First Part as liquidated damages for the nonperformance of this contract, and as rent for said property.

It is understood and agreed that the stipulations herein set forth are to apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of these presents have hereunto set their hands and seals the day and year first above written.

Philip Dean Crofts
Philip Dean Crofts

Lou Jean Crofts
Lou Jean Crofts

Edward A. Bloxham
Edward A. Bloxham

Barbara A. Bloxham
Barbara A. Bloxham

Investors Credit Inc.

BY: Kerry C. Gallup
Kerry C. Gallup
Its President

Attest:

John A. Blum
Assistant-Secretary

STATE OF IDAHO

: ss

COUNTY OF BONNEVILLE

On the 21st day of September, 1984, before me, a notary public in and for said State, personally appeared Philip Dean Crofts and Lou Jean Crofts, husband and wife and Edward A. Bloxham and Barbara A. Bloxham, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

REAL ESTATE AGREEMENT - Page 3

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

William J. Hays
Notary Public
Residing at Pocatello, ID
Idaho Falls

STATE OF IDAHO

:ss

COUNTY OF BANNOCK

On this 21st day of September, 1984, before me a notary
public in and for said State, personally appeared Kerry C.
Gallup and H.L. Clark, known to me to be the president and
assistant-secretary of the corporation that executed the
instrument 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.

William J. Hays
Notary Public for Idaho
Residing at Pocatello, ID

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Ave., Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

DECEMBER 18, 1985

The Risby Star
P. O. Box 37
Risby, Idaho 83442

Gentlemen

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a sales proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billings to this office before JANUARY 10, 1986.

Yours truly,

RONALD D. CARLSON
Supervisor
Eastern Region

Encl.

NOTICE OF AMENDED APPLICATION FOR WATER PERMIT

NO. 35-7940

Notice is hereby given that Application for Permit No. 35-7940 in the name of Investors Credit Inc., Pocatello, Idaho was filed for the diversion of 6.24 cfs of water from a groundwater source with the point of diversion within the SW1/4NE1/4 Sec 16 T4N R 35E B.M., Jefferson County; .20 cfs is used for stockwatering; .06 for domestic purposes for two families; and .08 is used for commercial purposes from January 1 to December 31; 5.90 cfs is used from April 1 to November 30 for irrigation purposes, within the N1/2 Sec 16 T 4N R 35E.

The applicant now proposes to amend Application 35-7940 amending the point of diversion to within the NE1/4SW1/4 Sec 16 T4N R 35E B.M., Jefferson County.

Any protest to the proposed amending of the application must be filed with the Idaho Department of Water Resources, 150 Shoup Ave., Suite 15, Idaho Falls, Idaho on or before January 10, 1985.

A. Kenneth Dunn
Director

Published in the Jefferson Star December 24, & 31, 1985

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL
DECEMBER 31, 1985

138624

INVESTORS CREDIT INC.
690 YELLOWSTONE SUITE C
POCATELLO, ID 83201

PROOF OF NOTICE

WATER PERMIT NO. 35-7940

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF THE ABOVE REFERENCED WATER PERMIT WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE MARCH 1, 1986. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST.) ENCLOSED IS A FORM WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF.

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

EITHER A COMPLETED PROOF OF BENEFICIAL USE FORM OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE OR EFFECT.

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH OLSON
Director

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

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

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

SPECIFICALLY, PURSUANT TO SECTION 42-2030, IDAHO CODE, THE DEPARTMENT MUST REVIEW ALL PERMITS FOR WHICH DEVELOPMENT OF WATER USE WAS NOT COMPLETED ON OR BEFORE JULY 1, 1985, TO DETERMINE IF THEY MEET THE NEW REQUIREMENTS OF CHAPTER 2, TITLE 42, IDAHO CODE. RULES AND REGULATIONS GOVERNING THE RE-EVALUATION OF PERMITS ARE NOT YET FINALIZED. HOWEVER, IF YOU COMPLETED THE DEVELOPMENT UNDER YOUR PERMIT BEFORE JULY 1, 1985, YOU SHOULD SUBMIT A PROOF OF BENEFICIAL USE STATEMENT, STATING THAT THE PROJECT WAS COMPLETED BEFORE JULY 1, 1985 SO THAT YOUR PERMIT WILL NOT BE SUBJECT TO THE REVIEW REQUIREMENTS OF SECTION 42-2030, WHICH READS AS FOLLOWS:

42-2030. REVIEW OF PERMITS - OPPORTUNITY FOR HEARING. - (1)THE DEPARTMENT SHALL REVIEW ALL PERMITS ISSUED PRIOR TO THE EFFECTIVE DATE [JULY 1, 1985] OF THIS SECTION, EXCEPT TO THE EXTENT A PERMIT HAS BEEN PUT TO BENEFICIAL USE PRIOR TO JULY 1, 1985, TO DETERMINE WHETHER THEY COMPLY WITH THE PROVISIONS OF CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PROPOSED USE DOES NOT SATISFY THE CRITERIA OF CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL EITHER CANCEL THE PERMIT OR IMPOSE THE CONDITIONS REQUIRED TO BRING THE PERMIT INTO COMPLIANCE WITH CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PERMIT SATISFIES THE CRITERIA ESTABLISHED IN CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL ENTER AN ORDER CONTINUING THE PERMIT. (2)THE DEPARTMENT SHALL PROVIDE AN OPPORTUNITY FOR HEARING IN ACCORDANCE WITH SECTION 42-1701A, IDAHO CODE, AND SECTIONS 67-5209 THROUGH 67-5215, IDAHO CODE, FOR EACH HOLDER OF A PERMIT THAT IS PROPOSED EITHER TO BE CANCELLED OR MADE SUBJECT TO NEW CONDITIONS.

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

SINCERELY,

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

T A E O F I D A H O
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440

INVESTORS CREDIT INC.
690 YELLOWSTONE SUITE C
POCATELLO, ID 83201

MARCH 17, 1981

RE: PERMIT NO. 35-7940

DEAR PERMIT HOLDER:

ENCLOSED IS A COPY OF YOUR APPROVED APPLICATION FOR PERMIT. WE DIRECT YOUR ATTENTION TO THE CONDITIONS OF APPROVAL ON THE FOURTH PAGE.

WE WOULD LIKE TO NOTE THE SPECIAL CONDITION REQUIRING YOU TO INSTALL A MEASURING DEVICE, OR AN ACCESS PORT TO PROVIDE FOR THE INSTALLATION OF MEASURING EQUIPMENT BY THE DEPARTMENT. ENCLOSED PLEASE FIND A LIST OF MEASURING DEVICE OPTIONS, AND SPECIFICATIONS FOR THE INSTALLATION OF THE ACCESS PORT.

WE HAVE ENCLOSED A FORM ENTITLED "MAKING PROOF OF BENEFICIAL USE". PLEASE READ THE INSTRUCTIONS CAREFULLY SINCE YOU MUST TAKE FURTHER ACTION TO DEVELOP THIS PERMIT INTO A LICENSE.

SINCERELY,

DAVID R. TUTHILL, JR., P.E.
SUPERVISOR, WATER ALLOCATION SECTION

ENCLOSURE

01/44/91

DEPT OF COMMERCE
DEPARTMENT OF WATER RESOURCES
RED WATER MIGHT FILINGS

PAGE 1

SINGLES TOTAL

RIGHT NUMBER	NAME AND ADDRESS	PHYSICAL DATE	USE PERIOD USE	USE PERIOD FROM TO	MAX AMOUNT MAX RATE	DIVIDEND PERCENT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
--------------	------------------	---------------	----------------	--------------------	---------------------	------------------	--------------------------	-----------------

34-7288 SOURCE: UNKNOWN/ALLEN INDIAN/ALYI
DATE: 04-01 03-31
PAGE 46 OTHER USE
04 CFB
0-00000
0-100000

10-1950	USA, DEPT. OF USA, DEPT. OF Rt. 4 Box 702 Buckhead South-Central INDIVIDUALS	01-05-1901 IMMIGRATION 04-01 11-01	.15 CFB	NAME 513 NAME(15) 1028 8336 513 1128 8336	APPLICATION
		INDIVIDUALS		5 ACRES	
		DOMESTIC 01-01 12-31	.04 CFB	SAME AS OTHER USE	
			.19 CFB		

[illegible][illegible]

Review for
opening or ~~condition~~
conditions -

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

35 7940

INITIAL REVIEW BY: HWS

APPLICATION NUMBER: Inv Cr Inc

CHECK:

- ☒ Source.
- ☒ Point of diversion.
- ☒ Quantity.
- ☒ Quantity of water and period of use.
- ☒ Description of diverting works.
- ☒ Data required for beneficial use of water.
- ☒ Date of use or acres irrigated.

Field check by: _____

Date: _____

Comments: _____

Signature: _____

☒ Yes ☒ No

Field check required.

☒ Yes ☒ No

Critical groundwater area.

☒ Yes ☒ No

Request dam safety information. Sent by: _____ Date: _____

☒ Yes ☒ No

In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department. Copies sent by: _____ Date: _____
- ☐ Idaho Fish and Game Department. _____
- ☐ Idaho Department of Lands. _____
- ☐ U.S. Bureau of Land Management. _____
- ☐ U.S. Forest Service. _____
- ☐ Other _____

PROCESSING:

- ☐ Yes ☒ No Platted by: _____ Map No. _____
- ☐ Yes ☒ No Other rights on same place of use. _____

- ☒ Yes ☐ No In form for advertising. Feb. 9 ✓
- ☐ Yes ☒ No Final date for protests: _____
- ☐ Yes ☒ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: Feb. 11, 1981 ✓
- ☒ Application published correctly. If not, record action taken: _____
- ☒ Fee amount, receipt date & number, recorded on application.
- ☒ Publication dates and paper, recorded on application.
- ☒ Protests, dates, withdrawal, etc., recorded on application.
- ☒ Recommendation & initial, recorded on application.
- ☐ Yes ☒ No Measuring device required.
- ☐ Yes ☒ No Access port required.
- ☐ Yes ☒ No Will water be delivered by watermaster? If yes, what district? _____
- ☒ Yes ☒ No Date of priority recommended. Feb. 8, 1981
- ☒ Special conditions of approval or cover letter _____

STATE OFFICE REVIEW:

By: Samuel Carter Date: Feb. 24, 1981

3/2/81 OK ed

See attached sheet for more information.

By: Samuel Carter Date: 3/11/81

Department of Water Resources

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 150 Shoup Ave., Idaho Falls, Idaho 83401 on or before FEBRUARY 9, 1981.

C. STEPHEN ALLRED
Director

Published 01/21 & 01/28/81.

35-7940-

INVESTORS CREDIT INC.

690 YELLOWSTONE SUITE G, POCA TELLO, ID 83201

Source GROUNDWATER

Date Filed 01/08/1981

Amount 6.24 CFS

Diversion Point SHINE Sec 16 T 04N R 35E, JEFFERSON Co.

Use IRRIGATION	(5.90 CFS)	from 04/01 to 11/30
STOCKWATER	(0.20 CFS)	from 01/01 to 12/31
COMMERCIAL	(0.08 CFS)	from 01/01 to 12/31
DOMESTIC	(0.06 CFS)	from 01/01 to 12/31

Place of Use NENE NINE SHINE SENE NENH NINH SHNH SENH Sec 16 T 04N R 35E
FOR 295 ACRES

Diversion Means WELL, PUMP, PIPELINE & SPRINKLER SYSTEM.