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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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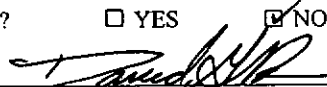
JUN 13 2002

Department of Water Resources

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 73-0013, 73-0014, 73-0024A, 73-00128, 73-00133, 73-00137, 73-00138,
~~Water Right~~
~~Adjudication Claim~~ No(s): 73-00142, 73-00143, 73-00161, 73-00162, 73-00164, 73-02057,
73-02166, 73-10078, 73-10079, 73-00163
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A FEE of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
Western Ag Credit, FLCA
% David Brown, Assistant Vice President
P.O. Box 95850, 406 W. South Jordan Pkwy. Suite 500
South Jordan, Utah 84095-0850
4. Name of Water Right Owner/Claimant(s) Whitworth Ranches, Inc., an Idaho Corporation
5. Expiration Date of Notification Period January 1, 2032
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) 
Assistant Vice President

For Office Use Only

Received by <u>JC</u>	Date <u>5-31-02</u>	Fee <u>\$425-</u>
Received by <u>JC</u>	Date <u>5-31-02</u>	Receipt No. <u>E027806</u>
Processed by <u>AJ</u>	Date _____	WR _____ Date _____

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MAY 31 2002

Department of Water Resources
Eastern Region

Recording Requested by:

WHEN RECORDED MAIL TO:

WESTERN AgCREDIT, FLCA
BOX 95850
SOUTH JORDAN UT 84095-0850

ORIGINAL IN
GENERAL JAIL
COPY

This instrument as filed for record at the request
of Alliance Title
at 2:10 o'clock Pm 6-1 2001
and duly filmed and indexed in the records of Lemhi
County Teri J. Morton
Ex-Officio Recorder
By Jana Eagle Deputy
Fee 27.00

Return to Alliance Title

Loan No. 0674901501 and 0674901502

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 29th day of May, 2001 between WHITWORTH RANCHES, INC., an Idaho Corporation hereinafter called "Mortgagor", and WESTERN AgCREDIT, FLCA hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business in South Jordan, Utah.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Lemhi, State of Idaho:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

Dated	Maturity	Face Amount	Dated	Maturity	Face Amount
5/29/2001	1/1/2032	\$1,350,000.00			

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

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Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental-cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature,

and in any order or sequence permitted by applicable law. All remedies are cumulative and not exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. (a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.
9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

The foregoing specifically described water and/or water rights are not to be construed to limit or diminish the lien of this real estate mortgage upon "water assets", as more fully described and defined in the "Water Rider to Mortgage" attached hereto and made a part hereof.

Signature(s):

WHITWORTH RANCHES, INC., an Idaho Corporation

By: Erma Lu Z. Whitworth
Erma Lu Z. Whitworth, President

By: Judd A. Whitworth
Judd A. Whitworth, Vice President

By: Jack M. Whitworth
Jack M. Whitworth, Secretary

SEE ATTACHED FOR NOTARY ACKNOWLEDGMENT

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WATER RIDER TO MORTGAGE

247253

This Water Rider to Mortgage ("Rider") is made May 29, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned ("Borrower") to secure Borrower's promissory note(s) to Western AgCredit, FLCA.

A. The "Property" described in the attached Mortgage includes all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the following, which shall collectively be called "Water Assets":

1. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

2. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

3. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

4. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

5. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

6. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

7. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

8. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

B. To the extent that any Water Asset constitutes personal property, this Mortgage shall also be deemed to be a security agreement creating a security interest in all of such personal property and granting to Beneficiary all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law.

247253

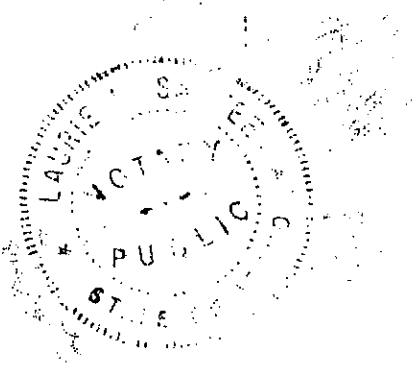
NOTARY ACKNOWLEDGMENT:

STATE OF Idaho)
COUNTY OF Lemhi)
SS.

On this 15th day of June, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared EMA LU Z. WHITWORTH; JUDD A. WHITWORTH; and JACK M. WHITWORTH [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) who executed the within instrument as PRESIDENT; VICE PRESIDENT; and SECRETARY or on behalf of the corporation therein named and acknowledged to me that the corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

Laurie M. Santee
Notary Public in and for said County and State
Residing at Salmon, Idaho
Comm. Exp: 6-19-2001



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LEGAL DESCRIPTION
EXHIBIT 'A'

247253

ALL THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN LEMHI COUNTY,
STATE OF IDAHO, TO-WIT:

TOWNSHIP 15 NORTH, RANGE 21 EAST, B.M., LEMHI COUNTY, IDAHO.

SECTION 12: S1/2SE1/4

SECTION 13: NE1/4, W1/2SE1/4, NE1/4SE1/4

SECTION 24: S1/2SE1/4

SECTION 25: N1/2NE1/4. EXCEPTING THEREFROM:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4NE1/4, RUNNING
THENCE WESTERLY 150 FEET, THENCE NORTHERLY 200 FEET, THENCE
EASTERLY 150 FEET TO A POINT 200 FEET NORTH AND THE PLACE OF
BEGINNING, THENCE SOUTH ON THE SECTION LINE 200 FEET, MORE OR LESS,
TO THE PLACE OF BEGINNING.

TOWNSHIP 15 NORTH, RANGE 22 EAST, B.M., LEMHI COUNTY, IDAHO;

SECTION 7: LOT 4

SECTION 18: LOTS 1, 2 AND 3, NE1/4NW1/4, SE1/4NW1/4

SECTION 19: LOTS 1, 2 AND 3

TOWNSHIP 14 NORTH, RANGE 23 EAST, B.M., LEMHI COUNTY, IDAHO;

SECTION 34: SE1/4SE1/4

SECTION 35: SW1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4

TOWNSHIP 13 NORTH, RANGE 23 EAST, B.M., LEMHI COUNTY, IDAHO;

SECTION 2: LOTS 1, 2, 4 AND 5, S1/2NW1/4, W1/2SE1/4, SE1/4SE1/4

SECTION 11: NE1/4NE1/4, SE1/4NE1/4

SECTION 12: LOT 2, NW1/4SW1/4, SE1/4SW1/4, SW1/4SW1/4, LESS ALL THAT
PART OF THE S1/2SW1/4 WHICH LIES SOUTH OF BIG CREEK.

Idaho Department of Water Resources Water Rights:

<u>Claim #</u>	<u>Source</u>	<u>Flow</u>	<u>Uses</u>	<u># Acres</u>	<u>Status</u>
73-00013	Big Creek	3 cfs	Irrigation	611	Decreed
73-0014	Big Creek	2.4 cfs	Irrigation	611	Decreed
73-00024A	Big Creek	3.4 cfs	Irrigation	611	Decreed
73-00128	Morgan Creek	1.6 cfs	Irrigation	699	Decreed
73-00133	Morgan Creek	3.2 cfs	Irrigation	699	Decreed
73-00137	Morgan Creek	3.2 cfs	Irrigation	699	Decreed
73-00138	Morgan Creek	1.6 cfs	Irrigation	699	Decreed
73-00142	Tater Creek	1.2 cfs	Irrigation	421	Decreed
73-00143	Tater Creek	2 cfs	Irrigation	421	Decreed
73-00161	Big Creek	4.8 cfs	Irrigation	611	Decreed
73-00162	Big Creek	3.2 cfs	Irrigation	611	Decreed
73-00163	Big Creek	4.8 cfs	Irrigation	611	Decreed
73-00164	Burnt Creek	3.2 cfs	Irrigation	160	Decreed
73-02057	Big Creek	3.4 cfs	Irrigation	170	License
73-02166	Groundwater	1 cfs	Irrigation	100	License
73-10078	Spring	1 cfs	Irrigation	27	Beneficial Use
73-10079	Spring	.15 cfs	Stock/Domestic		Beneficial Use

OCT 04 2002

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 73-10079

NAME AND ADDRESS: WHITWORTH RANCHES INC
PO BOX 156
MAY, ID 83253

SOURCE: SPRING TRIBUTARY: SINKS
QUANTITY: 0.15 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 11/20/1885

POINT OF DIVERSION: T13N R23E S01 SESWSW Within Lemhi County
SWNWSE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Stockwater	01-01 TO 12-31	0.13 CFS
	Domestic 1 HOME	01-01 TO 12-31	0.02 CFS

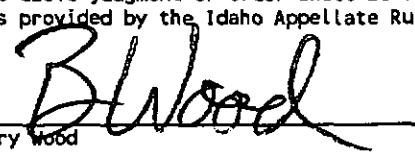
PLACE OF USE:	Stockwater	Within Lemhi County
	T13N R23E S02 SWSE	SESE
	Domestic	Within Lemhi County
	T13N R23E S02 SWSE	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

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OCT 04 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 13, 2002

WESTERN AG CREDIT FLCA
PO BOX 95850
SOUTH JORDAN UT 84095-0850

RE: Security Interest for Water Right 73-10079

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence adding security interest of the above referenced water right in your name. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Our records also indicate a lien holder in the name of Utah Production Credit Assn. Please advise if this is still current information.

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

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

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: Whitworth Ranches Inc.
PO Box 156
May, ID 83253-0156

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OCT 04 2002