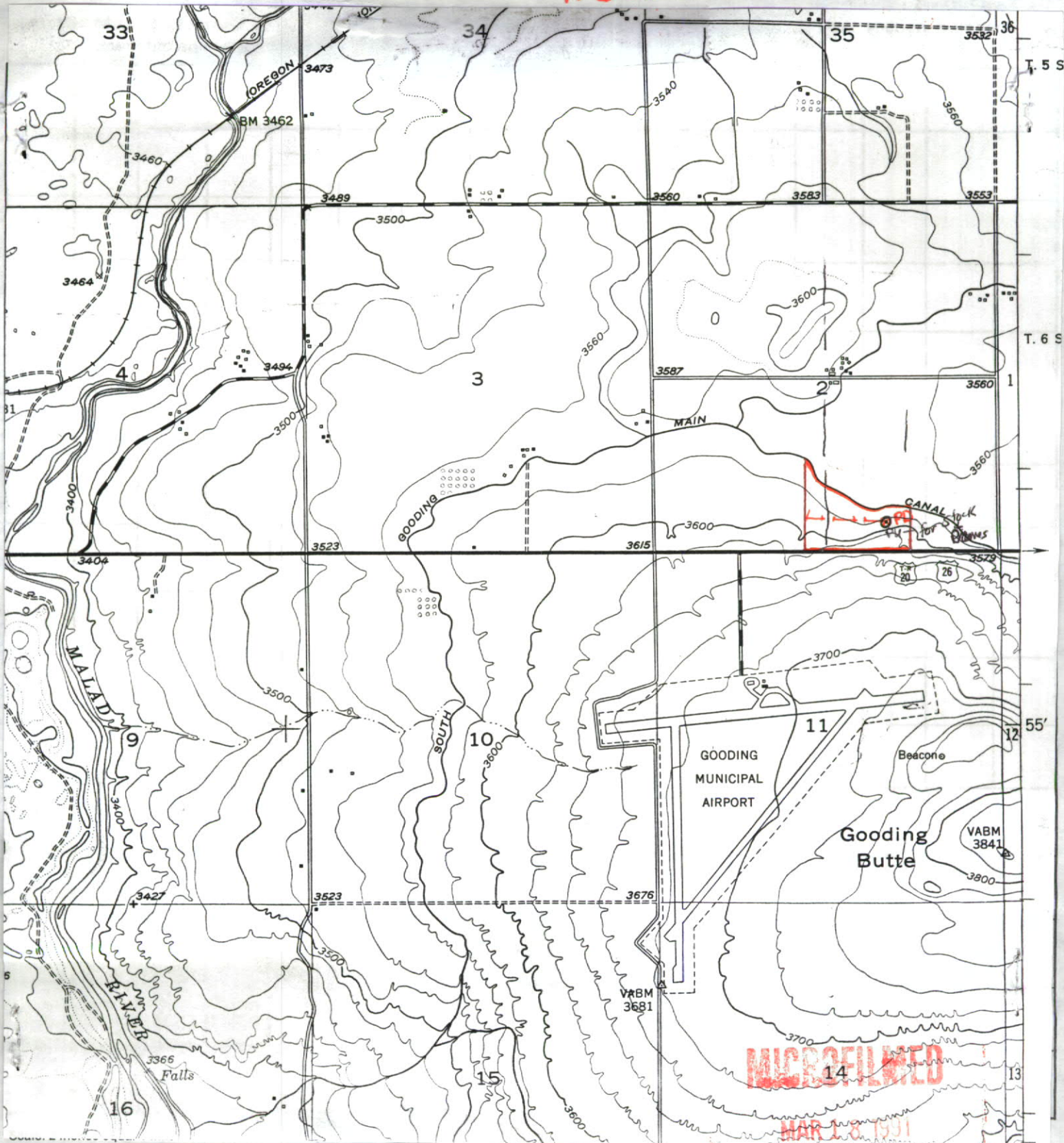


T. 6 S. R. 14 E.



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.

Charles Luther
(Applicant)

AFFIDAVIT of PUBLICATION

State of Idaho,)
) SS.
County of Gooding)

Patty Spance, being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 14th day of Jan. 19 91, and the date of the last publication was on the 23rd day of Jan., 19 91.

Patty Spance

Subscribed and sworn to before me this 23rd day of Jan., 19 91.
(SEAL)

Vincent Jandig
NOTARY PUBLIC

GOODING COUNTY LEADER
Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice _____
Number of Insertions 2X

Lines tabular at _____ 6¢/Pica

Lines straight at 16.88 5¢/Pica
337.5
Subsequent lines at 13.50 4¢/Pica
TOTAL COST 30.38

COPY OF NOTICE (Paste Here)

Note: Appl. for Trust Wat. Rt.
TITLE OF NOTICE
Luther
37-08338
PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

J. D. WR - Boise
BILL TO

NOTICE OF APPLICATION FOR TRUST WATER RIGHT 37-08338

LUTHER, CHARLES
1817 S. 1750 E.
GOODING, ID 833300000
Source: GROUNDWATER
Diversion Pt.: SESW Sec 2 T 08S R 14E
Use: IRRIGATION (.600 CFS)
STOCKWATER (.140 CFS)
DOMESTIC (.040 CFS)
Total Diversion: (.600 CFS)
Date Filed: 4/18/1988
In: T06S R14E S02 SESW SWSE
30.0 ACRES TOTAL

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before FEBRUARY 4, 1991.

-s- R. Keith Higginson
Director
G3485

Pub: 1-16, 23

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1984)

7-8 pt. per line straight.....5¢/Pica
7-8 pt. per line tabular.....6¢/Pica
7-8 pt. per line successive
insertions.....4¢/Pica

No 871 MAR 18 1991

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MOOREHEAD
JAN 9 3 2003

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NOT REFILED
14 JUL 2003

COPY

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PERMIT 37-08338 INIT

T. R. S. Q/Q

P/D

SCALE ASLS Aerial Map

PHOTO ID.

1412

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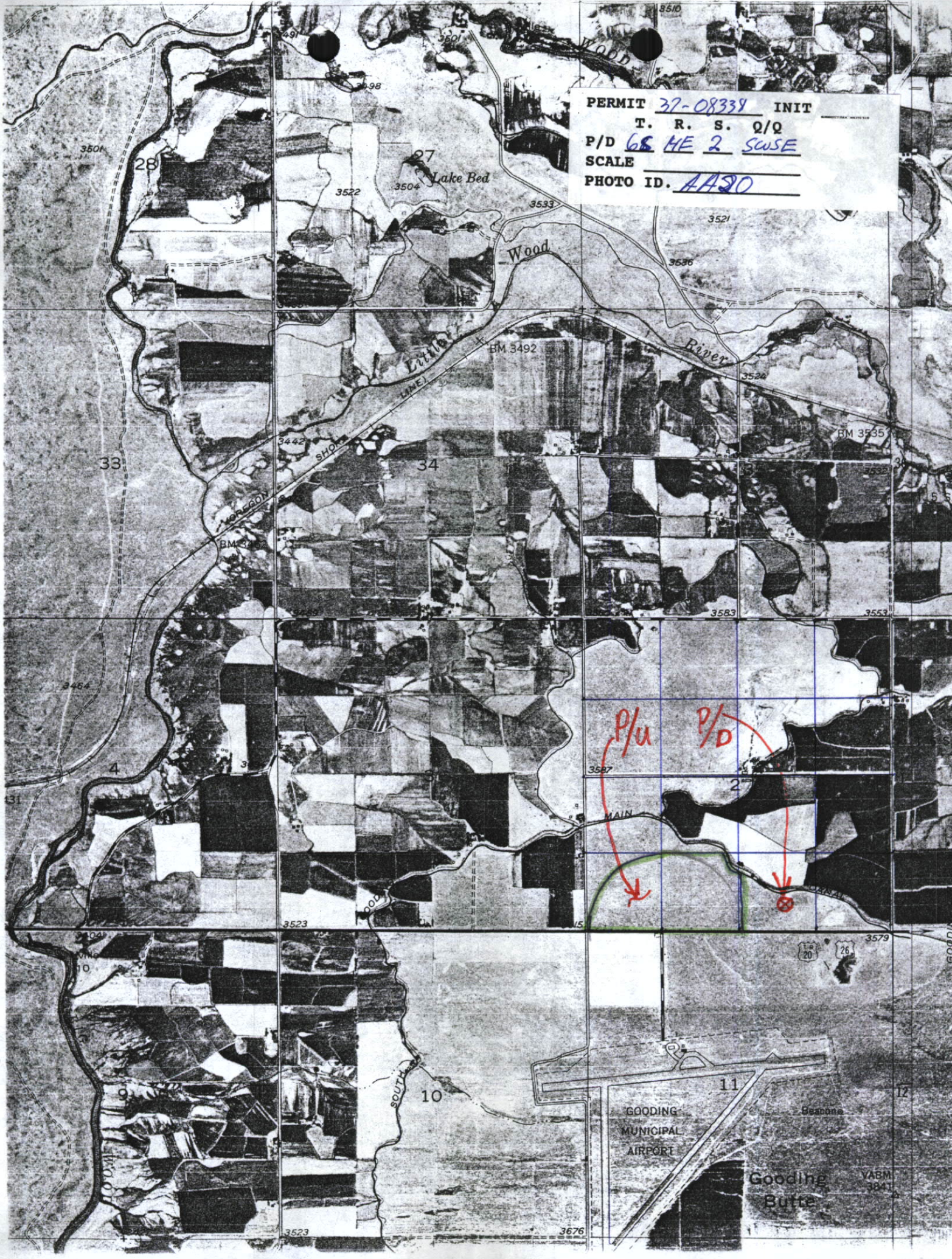
6" Plastic

6" Aluminum

MICROFILM

JAN 07 1963

PERMIT 37-08339 INIT
T. R. S. Q/Q
P/D 68 HE 2 SWSE
SCALE _____
PHOTO ID. AA20



37-08338

#1

P/D

Pump site
Looking East



UNRECORDED

JAN 07 1938

37-08338



#2
System Pump



#3
Polysonic
installed
on line
going to pivot.

MICROFILMED

JAN 10 7 1988

37-8338

#4
P/u
(Pivot)



MICROFILMED
JAN 07 1988

RECEIVED

FEB 19 2002

RECEIVED
FEB 12 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Southern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
37-8338		-			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s)

Charles Luther
1817 S 1750 E, Gooding, ID 83330

4. New Owner/Claimant(s)

Frank Astorguia

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

~~1800 S 1725~~ 1725 E 1800 S

City, State and ZIP Code

Gooding, ID 83330

New Telephone Number

() 934-8178

5. Date you acquired the property

12-12-2001

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FEB 25 2002

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

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

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

7. Signature of New Owner(s) or Claimant(s) Frank Astorgua
(include title if applicable) _____

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

For Office Use Only			
Received by <u>g.f. Stanton</u>	Date <u>2-7-02</u>	Fee <u>\$25.</u>	
Received by <u>gs</u>	Date <u>2-7-02</u>	Receipt No. <u>5024587</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

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FEB 25 2002

WARRANTY DEED

#GG-03160

For Value Received

Nancy Ballard, Personal Representative of the Estate of Charles M. Luther, Deceased, pursuant to Letters Testamentary, Dated March 13, 2001, Case Number SP-01-00041, Gooding County Fifth Judicial District, recorded as Instrument Number 189746, Gooding County Records

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

FRANK ASTORQUIA, a single man
Address: 1725 East 1800 South, Gooding, ID 83330

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

TOWNSHIP 6 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: SW $\frac{1}{4}$ SE $\frac{1}{4}$, lying South of the Canal

S $\frac{1}{2}$ SW $\frac{1}{4}$; EXCEPTING therefrom that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the canal.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2001, which are not yet due or payable.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

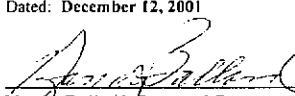
Easement contained in Right of Way Deed by and between C. A. Luther and Ora E. Luther, his wife and The State of Idaho dated September 25, 1937, recorded December 11, 1937 in Book 28 of Deeds at Page 610 as Instrument Number 69235, Gooding County records, affecting the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 6 South, Range 14, East of the Boise Meridian.

Easement contained in Right of Way Deed by and between Ralph Hafer and Mina Hafer, his wife and The State of Idaho dated October 25, 1937 recorded December 11, 1937 in Book 28 of Deeds at Page 613 as Instrument Number 69237, Gooding County records, affecting the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 6 South, Range 14, East of the Boise Meridian.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 38 shares of Capital Stock in Big Wood Canal Company and right in an irrigation Well described as License No. 37-8338, which has a diversion capacity of .62 CFS.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 12, 2001


Nancy Ballard, Personal Representative of the Estate
of Charles M. Luther, deceased

Instrument # 193260

GOODING, GOODING, IDAHO
2001-12-18 02:43:20 No. of Pages: 2
Recorded for : LAND TITLE
HELEN EDWARDS Fee: 6.00
Ex-Officio Recorder Deputy *D. Edwards*
Index to: DEED, WARRANTY

MICROFILMED
FEB 25 2002

IDAHO

COUNTY OF Gooding

ss.)

On this 17th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Ballard, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Charles M. Luther, and acknowledged to me that she executed the same as such Personal Representative.

Becacy Shubert

Notary Public

Residing at: Wendell ID

My Commission expires: 02-23-05

Notary Public
State of Idaho

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FEB 25 2002

STATE OF IDAHO
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.

RECEIVED
JAN 17 2002
Department of Water Resources
Southern Region

RECEIVED
JAN 18 2002

1. Water Right No(s): 37-8338
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest

MAGIC VALLEY BANK
PO BOX 489
TWIN FALLS, ID 83303-0489
4. Name of Water Right Owner/Claimant(s) FRANK ASTORQUIA
5. Expiration Date of Notification Period 12-31-16
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) *John Astorquia - Vice Pres*

For Office Use Only

Received by *[Signature]* Date 1/17/02 Fee 25.00
 Received by *[Signature]* Date 1/17/02 Receipt No. 5024543
 Processed by *[Signature]* AJ Date _____ WR _____ Date _____

MICROFILMED
JAN 24 2002

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

FRANK ASTORQUIA
1725 EAST 1800 SOUTH
GOODING, ID 83330

Instrument # 193261

GOODING, GOODING, IDAHO

2001-12-18 02:45:25 No. of Pages: 8

Recorded for : LAND TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Index to: MORTGAGE

Fee: 24.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated December 17, 2001, is made and executed between FRANK ASTORQUIA, A SINGLE MAN, whose address is 1725 EAST 1800 SOUTH, GOODING, ID 83330 (referred to below as "Grantor") and Magic Valley Bank, whose address is 222 Shoshone St E, PO Box 489, Twin Falls, ID 83303 (referred to below as "Lender").

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

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as NNA, GOODING, ID 83330.

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

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

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

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

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

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

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

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

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JAN 24 2002

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Mortgage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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of Idaho.

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

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

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

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

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

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

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

Borrower. The word "Borrower" means FRANK ASTORQUIA, and all other persons and entities signing the Note in whatever capacity.

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

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

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

Grantor. The word "Grantor" means FRANK ASTORQUIA.

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

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

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

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

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

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

Note. The word "Note" means the promissory note dated December 17, 2001, in the original principal amount of \$108,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is December 31, 2016.

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

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

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

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments.

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SCHEDULE A

Order Number: GG-03160

TOWNSHIP 6 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING
COUNTY, IDAHO

Section 2: SW $\frac{1}{4}$ SE $\frac{1}{4}$, lying South of the Canal

S $\frac{1}{2}$ SW $\frac{1}{4}$; EXCEPTING therefrom that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of
the canal.

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JAN 24 2002

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-08338

Priority: May 19, 1994

Maximum Diversion Rate: 0.60 CFS
Maximum Diversion Volume: 120.0 AF

This is to certify, that CHARLES LUTHER
1817 S 1750 E
GOODING ID 83330

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated April 18, 1988; and
has submitted Proof of Beneficial Use on May 19, 1994. An examination indicates
that the works have a diversion capacity of 0.620 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	0.60 CFS	120.0 AF

LOCATION OF POINT(S) OF DIVERSION: SWSE , Sec. 2, Township 06S, Range 14E
GOODING County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
06S	14E	2	SWSW 33	SESW 37	SWSE 2	72

Total number of acres irrigated: 72

CONDITIONS OF APPROVAL AND 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 is limited to the amount that can actually be beneficially 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 shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
7. This right when combined with all other rights shall provide more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

JAN 07 1998

State of Idaho
Department of Water Resources

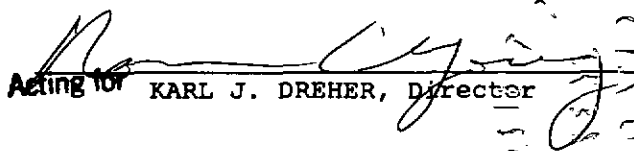
WATER RIGHT LICENSE

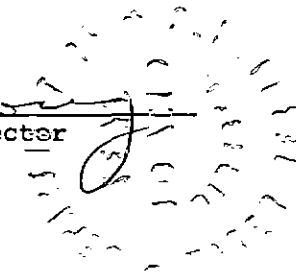
WATER RIGHT NO. 37-08338

CONDITIONS OF APPROVAL AND REMARKS

8. This right is limited to the irrigation of 30 acres within the place of use described above in a single irrigation season.
9. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right.

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 9TH day of DECEMBER, 1977.


Acting for KARL J. DREHER, Director



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RECEIVED

DEC 08 1997

State of Idaho
Department of Water Resources

Department of Water Resources

APPLICATION FOR AMENDMENT

(For Licensing Purposes)

WATER RIGHT NO. 37-08338

Date of Priority: May 19, 1994

Maximum Diversion Rate: 0.60 CFS

Maximum Diversion Volume: 120.0 AF

Comes now
1817 S 1750 E
GOODING ID 83330

CHARLES LUTHER

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. 37-08338, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	0.60 CFS	120.0 AF

LOCATION OF POINT(S) OF DIVERSION: SWSE , Sec. 2, Township 06S, Range 14E
GOODING County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
06S	14E	2	SWSW 33	SESW 37	SWSE 2	72

Total number of acres irrigated: 72

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

Signed at Gooding, Idaho, this 5th day of December, 1997.

Charles Luther
(Signature)

JAN 07 1998

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 37-08338

FOR DEPARTMENT USE ONLY

Preliminary check by SUL Fee = 5000 Received by LB # 100813 Date 12/8/97

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, Karl J. Dreher, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 37-08338 with the following;

CONDITIONS OF APPROVAL AND 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 is limited to the amount that can actually be beneficially 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 shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
7. This right when combined with all other rights shall provide no more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
8. This right is limited to the irrigation of 30 acres within the place of use described above in a single irrigation season.
9. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right.

Witness my hand this 9TH day of DECEMBER, 1997.

MICRONIZED
Acting for KARL J. DREHER Director
JAN 6 7 1998

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 37-08338)
IN THE NAME OF CHARLES LUTHER) ORDER OF
REINSTATEMENT

This matter having come before the Idaho Department of Water Resources (Department), the Department makes the following FINDINGS OF FACT, CONCLUSIONS OF LAW and ORDER:

FINDINGS OF FACT

1. On March 5, 1991, the Department issued Permit No. 37-08338 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, 1994.

2. On December 31, 1993, the Department sent a proof due notice to the permit holder by certified mail.

3. On March 7, 1994, the Department sent a lapse notice to the permit holder.

4. On March 18, 1994, the permit holder filed an extension of time request which was subsequently denied.

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. On May 19, 1994, the permit holder submitted an acceptable proof of beneficial use.

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 within the authorized development period.

RECEIVED

JUL 25 1994

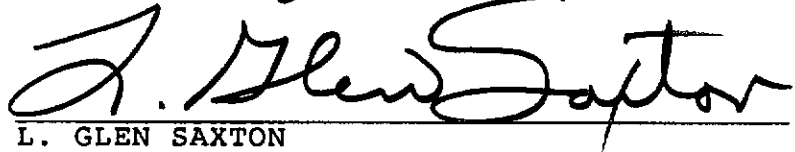
2. The permit holder has shown sufficient cause why the proof of beneficial use was not submitted in a timely manner.

3. The department should reinstate the permit with the date of priority advanced to the date proof of beneficial use and supporting information was received by the Department.

ORDER

IT IS HEREBY ORDERED that Permit No. 96-08591 is REINSTATED and the priority is advanced to May 19, 1994.

Dated this 6th day of June, 1994.



L. GLEN SAXTON
Chief, Water Allocation Bureau

RECEIVED
JUL 2 5 1994

RECEIVED

RECEIVED

MAY 23 1994

OFFICE USE ONLY

Amt. of Fee \$ 100

Date 5-19-94

Receipt No. 5016921

Receipt by MTS

MAY 19 1994

STATE OF IDAHO

Department of Water Resources

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

Southern Region Office

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form 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, when necessary, or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 37-08338 Telephone No. 934-5153

2. Name(s) of Permit Holder(s): Charles Luther

3. Mailing Address: 1817 S 1750 E ; Gooding, ID 83330

4. Source of Water: Groundwater

If GROUNDWATER, Well Driller's Name: Eaton Date Drilled: _____

OPTIONAL:

Pump horsepower: 25 Pressure (psi): _____ Dynamic pumping level (ft.): _____

5. Extent of Use (as authorized by the permit):

Domestic 1 (No. of households) Stockwater 200-400 (No. and type of stock)

Irrigation 30 (No. of acres) Other _____

6. Total rate and/or volume for which proof is submitted .60 cfs OR _____ 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: \$ 100 (See License Fee Schedule on back of Instruction Sheet)

9. Person to contact to accompany the Department representative during field examination of the water system.

Same as Above
Name _____ Telephone No. _____

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.

5-19-94
Date

Charles M. Luther
Signature (and title, if on behalf of a company or organization)

JUL 25 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
\$15 FEE Received by du
Date 3/18/94
Receipt # C029836

REQUEST FOR EXTENSION OF TIME

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

RECEIVED

MAR 18 1994

Water Resources

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

Permit No. 37-08338

Name(s) of Permit Holder: Charles Luther

Post Office Address: 1817 S. 1750 E., Gooding, ID 83330

Telephone No. 934-5153

Date Proof is Due: 3-1-1994

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

Well has been drilled & pump installed. -1980

Costing \$ 6,000,

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

Pump has not worked properly, possibly due to cinders in well. Pump was repaired & intake screened, but still has problems.

Permit holder(s) request an extension to March 1, 1999. x Charles Luther
(1 yr. minimum) (Signature)*

FEE: \$15.00

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

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be DENIED for failure to diligently pursue project construction and requirements of the permit.

JUL 25 1994

Signed this 4TH day of APRIL, 19 94.

R. Keith Higginson
R. KEITH HIGGINSON, Director

State of Idaho
Department of Water Resources
Permit To Appropriate Water

NO. 37-08338

Proposed Priority: April 18, 1988 Maximum Diversion Rate: 0.60 CFS
This is to certify, that **CHARLES LUTHER**
1817 S. 1750 E.
GOODING, ID 833300000
has applied for a permit to appropriate water from: **GROUNDWATER**
and a permit is **APPROVED** for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	04/01 to 11/01	0.60 CFS
STOCKWATER	01/01 to 12/31	0.14 CFS
DOMESTIC	01/01 to 12/31	0.04 CFS
Totals		0.60 CFS

LOCATION OF POINT(S) OF DIVERSION: SESWSE Sec. 2, Township 06S, Range 14E
GOODING County

<u>PLACE OF USE:</u>	<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
IRRIGATION	06S	14E	2	SESW 6	SWSE 24		30
Total number of acres irrigated:							30

PLACE OF USE: STOCKWATER
TWN RGE SEC
06S 14E 2 SWSE

PLACE OF USE: DOMESTIC
TWN RGE SEC
06S 14E 2 SWSE

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before March 1, 1994.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

RECORDED

MAR 18 1991

State of Idaho
Department of Water Resources**Permit To Appropriate Water**

NO. 37-08338

CONDITIONS/REMARKS:

5. Any license issued by IDWR pursuant to the permit or portion thereof for the use of trust water is subject to a term review of 20 years after the date of this approval to determine availability of water for the use and to re-evaluate the public interest at the end of the term.
6. Diversion and use of water under this permit is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
7. The Director retains jurisdiction of the permit and/or subsequent license issued to change, add or remove any requirement as determined to be appropriate.
8. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.
9. Stockwater use is for 600 range cattle.
10. Domestic use is for 1 home.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this

5th day of March, 1991.

for 
R. Keith Higginson, Director

MICROFILMED

MAR 18 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Charles Luther Phone 934-5153
Post office address ~~Rt. #2;~~ 1817 S, 1750 E Gooding, ID 83330
2. Source of water supply Groundwater which is a tributary of _____
3. Location of point of diversion is SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____
Sec. 2 Township 6S Range 14E B.M. Gooding County; additional
points of diversion if any: _____
4. Water will be used for the following purposes:
- Amount .60 cfs for Irrigation purposes from 04/01 to 11/01 (both dates inclusive)
(cfs or acre-feet per annum)
- Amount .14 for Stockwater purposes from 01/01 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
- Amount .04 for Domestic purposes from 01/01 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) .60 cfs and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
- a. Description of ditches, flumes, pumps, headgates, etc. 6" x 225' well with a 10 hp submersible pump with pipeline to sprinkler system and stock troughs.
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.
- c. Proposed well diameter is 6 inches; proposed depth of well is 225 feet.
- d. Is ground water with a temperature of greater than 90°F being sought? No
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).

MICROFILMED

MAR 18 1991

8. Description of proposed uses (if irrigation only, go to item 9):
- a. Hydropower; show total feet of head and proposed capacity in KW. _____
 - b. Stockwatering; list number and kind of livestock. 600 Range
 - c. Municipal; show name of municipality. _____
 - d. Domestic; show number of households. 1
 - e. Other; describe fully. _____

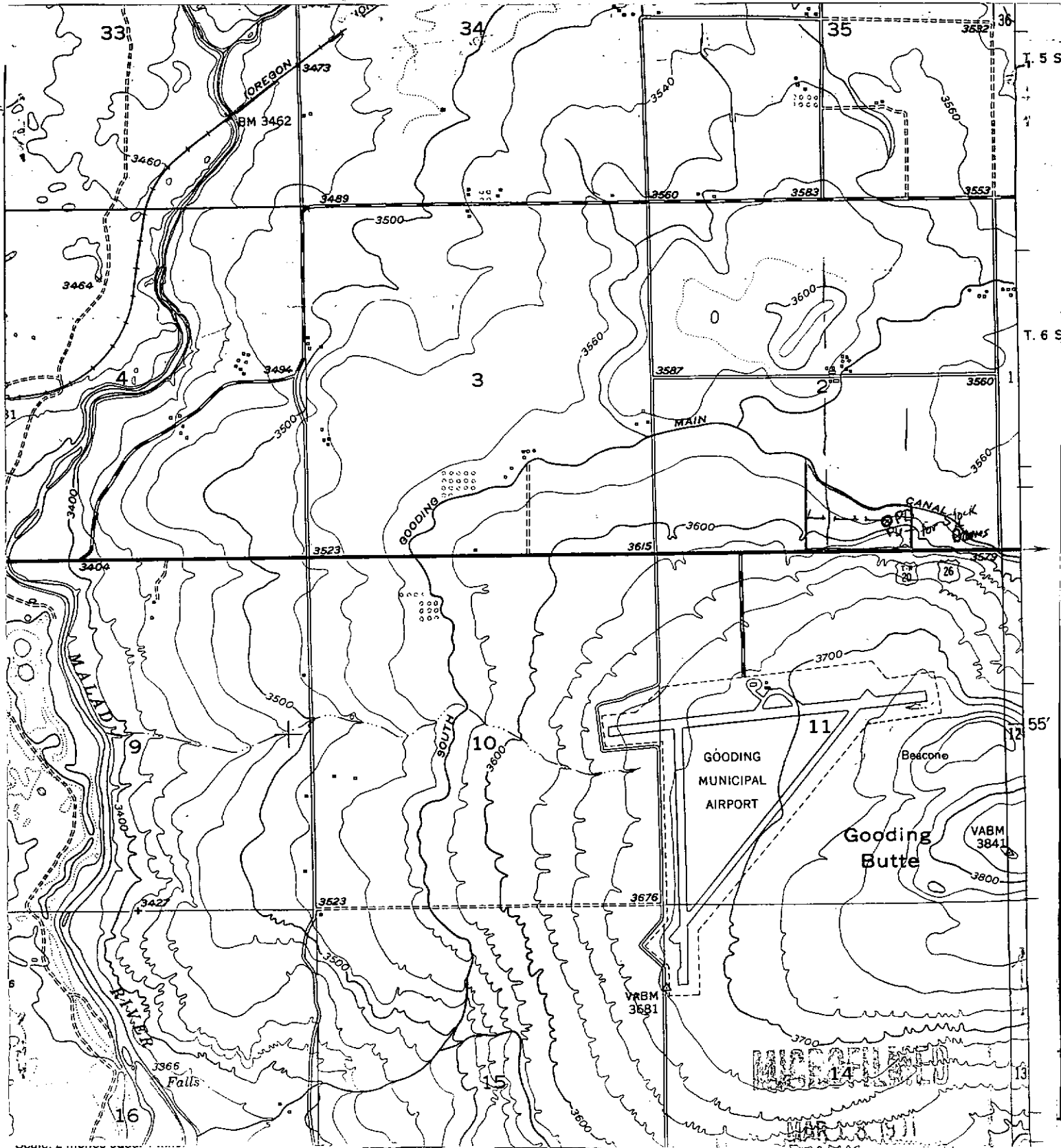
9. Description of place of use:
- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - b. If water is used for other purposes, place a symbol of the use (example: *D* for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6S	14E	2											6				24		30
																	D		
																	S		

Total number of acres to be irrigated 30

10. Describe any other water rights used for the same purposes as described above. None
11. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or place of use? Applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____
12. Remarks: _____

T. 6 S. R. 14 E.



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.

Charles Luther
(Applicant)

Received by TB Date 4/18/88 Time 1:40 Preliminary check by AF
Fee \$ 45⁰⁰/100 Receipted by M. Baldwin 5000095 Date 4/18/88
Publication prepared by _____ Date _____ Published in _____
Publication approved TJZ Date 1-29-91

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.
- c. 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. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.
- e. Other:

AFFIDAVIT of PUBLICATION

State of Idaho.)
) SS.
 County of Gooding)

Patty Spance, being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 16th day of Jan. 19 91, and the date of the last publication was on the 23rd day of Jan. 19 91.

Patty Spance
 Subscribed and sworn to before me this 23rd day of Jan. 19 91
 (SEAL)

Vivian Jandig
 NOTARY PUBLIC

GOODING COUNTY LEADER
 Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice _____

Number of Insertions 2X

 Lines tabular at _____ 6¢/Pica
337.5 Lines straight at 16.88 5¢/Pica
 _____ Subsequent lines at 13.50 4¢/Pica
 TOTAL COST 30.38

COPY OF NOTICE (Paste Here)

Not. Appl. for Trust Water Rt.
 TITLE OF NOTICE

Luther
37-08338

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

J. W. R. - Boise
 BILL TO

NOTICE OF APPLICATION FOR TRUST WATER RIGHT 37-08338

LUTHER, CHARLES
 1817 S. 1750 E.
 GOODING, ID 833300000
 Source: GROUNDWATER
 Diversion Pt.: SESWSE Sec 2 T 08S R 14E
 Use: IRRIGATION (.600 CFS)
 STOCKWATER (.140 CFS)
 DOMESTIC (.040 CFS)
 Total Diversion: (.600 CFS)
 Date Filed: 4/18/1988
 In: T06S R14E S02 SESW SWSE
 30.0 ACRES TOTAL

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before FEBRUARY 4, 1991.

-s- R. Keith Higginson
 Director
 G3485

Pub: 1-16, 23

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1984)

7-8 pt. per line straight.....5¢/Pica
 7-8 pt. per line tabular.....6¢/Pica
 7-8 pt. per line successive
 insertions.....4¢/Pica

No 87 MAR 18 1991

3485



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

December 3, 2003

FRANK ASTORQUIA
1725 E 1800 S
GOODING ID 83330

RE: Change of Ownership for Water Right 37-8338

Dear Mr. Astorquia:

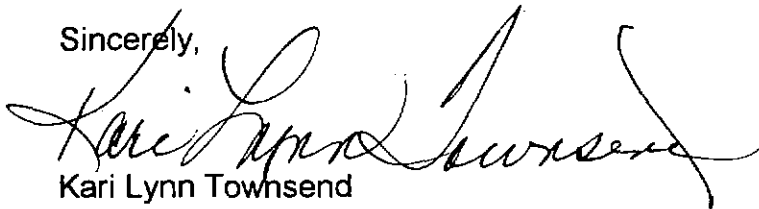
This letter is to advise you that we received two (2) requests for ownership change on the water right referenced above. In addition, we received two (2) filing fees of **\$25.00** each.

By copy of this letter to our Fiscal Section we are requesting a refund of the excess payment that was processed on IDWR receipt # **S024496** be sent to: **LAND TITLE & ESCROW, INC. PO BOX 473, GOODING, ID 83330**. The reference information at Land Title is **GG-03160**.

We are returning the paperwork submitted by Land Title for the ownership change to them.

If you have any questions regarding this matter, please call me at 208-327-7941.

Sincerely,



Kari Lynn Townsend
Secretary

KLT:k

cc: IDWR Fiscal Section, Debbie Allen
Land Title & Escrow, Inc. Becky Shubert

MICROFILMED
JAN 09 2003

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

RECEIVED
DEC 20 2001
Department of Water Resources
Southern Region

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

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
37-8338					

RECEIVED
DEC 21 2001
DEPARTMENT OF WATER RESOURCES

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) Charles Luther, 1817 S 1750 E, Gooding, ID 83330
4. New Owner/Claimant(s) Frank Astorquia 1725 E 1800 S, Gooding, ID 83330
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 1725 E 1800 S
- City, State and ZIP Code GOODING ID 83330
- New Telephone Number ()
5. Date you acquired the property 12/17/01

MICROFILMED

JAN 09 2003

COPY

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

Frank Astorquia

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

For Office Use Only

Received by <u>[Signature]</u>	Date <u>12/21/01</u>	Fee <u>25.00</u>
Received by <u>[Signature]</u>	Date <u>12/21/01</u>	Receipt No. <u>5024496</u>
Processed by <u>[Signature]</u>	AJ Date _____	WR _____ Date _____

WARRANTY DEED

#GG-03160

For Value Received

Nancy Ballard, Personal Representative of the Estate of Charles M. Luther, Deceased, pursuant to Letters Testamentary, Dated March 13, 2001, Case Number SP-01-00041, Gooding County Fifth Judicial District, recorded as Instrument Number 189746, Gooding County Records

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

FRANK ASTORQUIA, a single man
Address: 1725 East 1800 South, Gooding, ID 83330

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

TOWNSHIP 6 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: SW $\frac{1}{4}$ SE $\frac{1}{4}$, lying South of the Canal

S $\frac{1}{2}$ SW $\frac{1}{4}$; EXCEPTING therefrom that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the canal.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2001, which are not yet due or payable.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

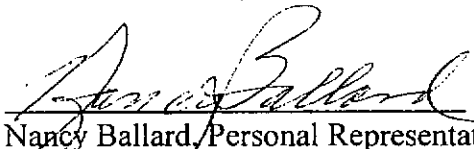
Easement contained in Right of Way Deed by and between C. A. Luther and Ora E. Luther, his wife and The State of Idaho dated September 25, 1937, recorded December 11, 1937 in Book 28 of Deeds at Page 610 as Instrument Number 69235, Gooding County records, affecting the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 6 South, Range 14, East of the Boise Meridian.

Easement contained in Right of Way Deed by and between Ralph Hafer and Mina Hafer, his wife and The State of Idaho dated October 25, 1937 recorded December 11, 1937 in Book 28 of Deeds at Page 613 as Instrument Number 69237, Gooding County records, affecting the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 6 South, Range 14, East of the Boise Meridian.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 38 shares of Capital Stock in Big Wood Canal Company and right in an irrigation Well described as License No. 37-8338, which has a diversion capacity of .62 CFS.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 12, 2001


Nancy Ballard, Personal Representative of the Estate
of Charles M. Luther, deceased

Instrument # 193260

GOODING, GOODING, IDAHO
2001-12-18 02:43:20 No. of Pages: 2
Recorded for: LAND TITLE
HELEN EDWARDS Fee 6.00
Ex-Officio Recorder Deputy *D. H. Hines*
Index to: DEED, WARRANTY

MICROFILMED
JAN 09 2003

COPY

STATE OF IDAHO)

) ss.

COUNTY OF Gooding)

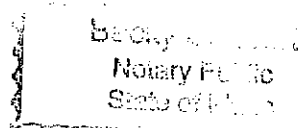
On this 17th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Ballard, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Charles M. Luther, and acknowledged to me that she executed the same as such Personal Representative.

Becley Shuckart

Notary Public

Residing at: Wendell ID

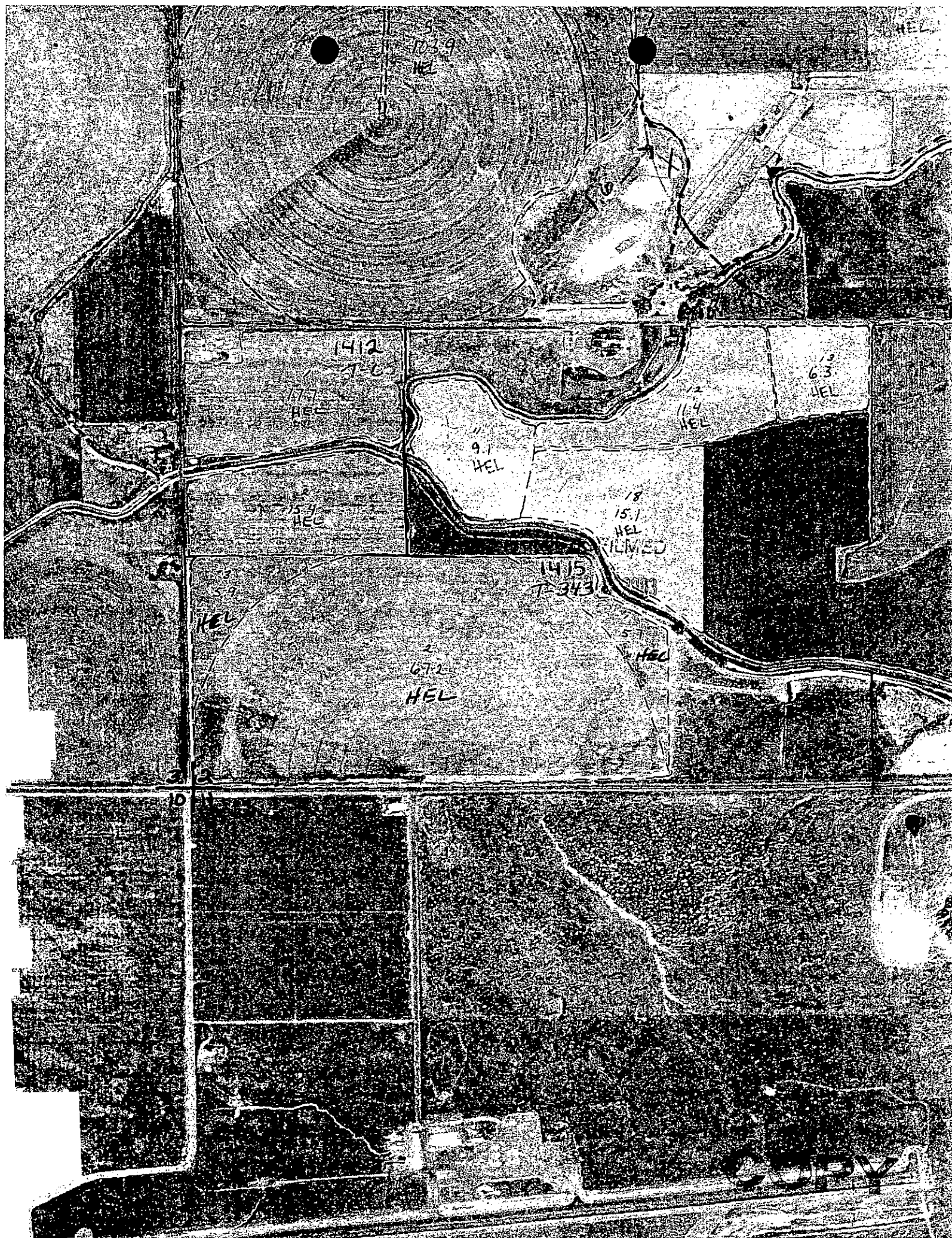
My Commission expires: 02-23-05

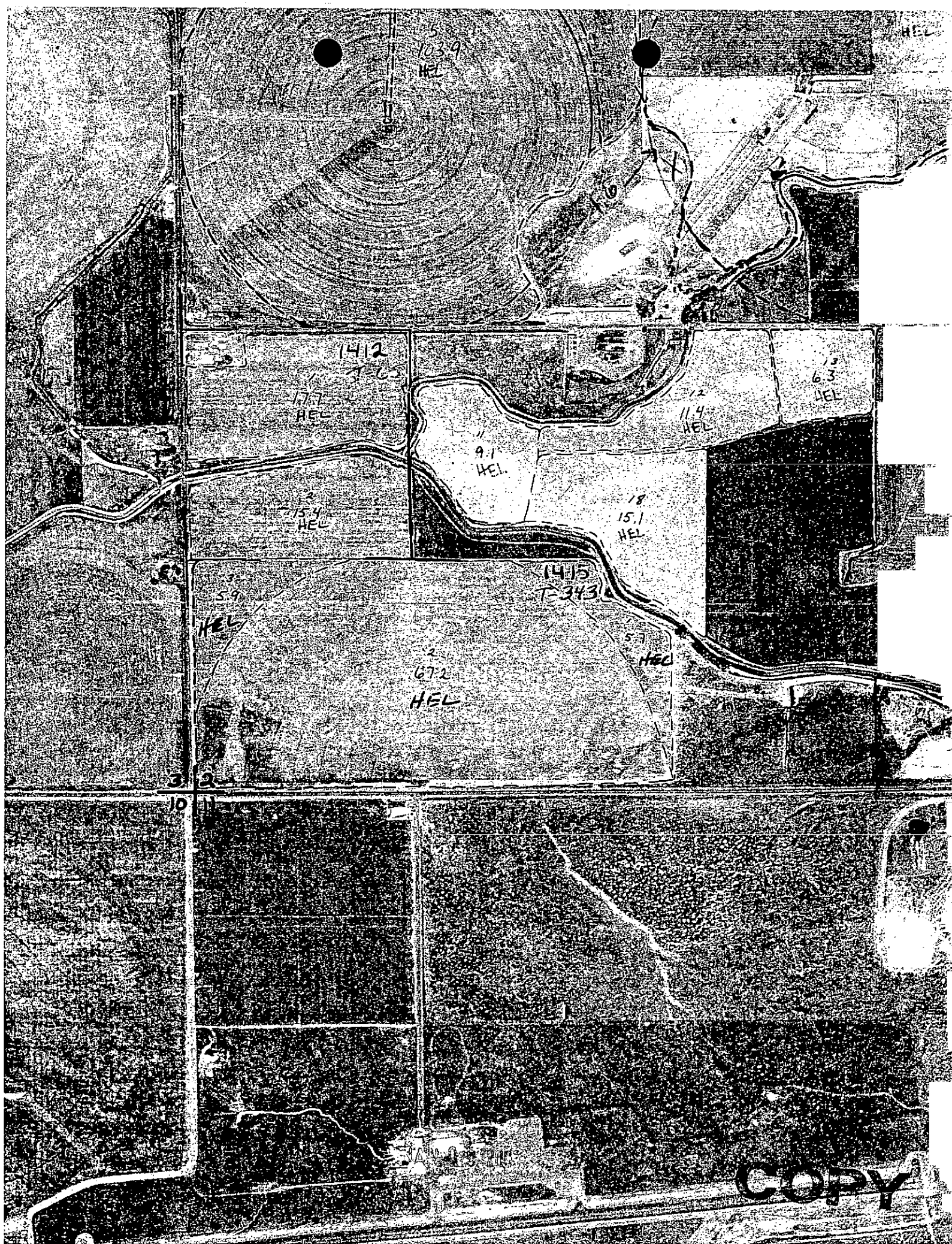


COPY

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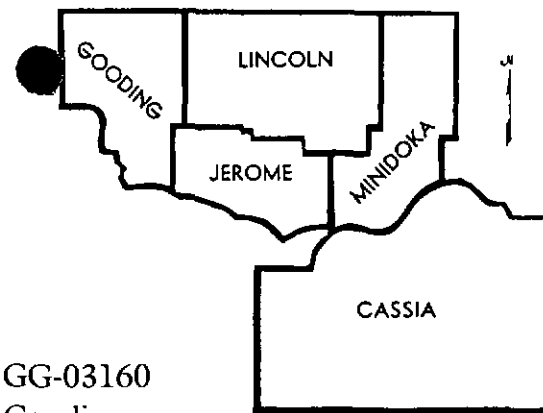
NOV 9 2003





Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: GG-03160
OFFICE: Gooding

December 19, 2001

Idaho Department of Water Resources
1341 Fillmore Street, Ste 200
Twin Falls, ID 83301

Re: Frank Astorquia

Dear Sir/Madam:

Enclosed please find the transfer paperwork, a check for \$25.00 to cover the fees, a copy of the recorded deed and plat map for the water transfer.

Should you have any questions concerning this matter, please don't hesitate to contact me.

Very truly yours,
LAND TITLE AND ESCROW, INC.

A handwritten signature in black ink, appearing to read "Becky Shubert".

Becky Shubert
Escrow Officer

RECEIVED
DEC 20 2001
Department of Water Resources
Southern Region

BOX 177, BURLEY, IDAHO 83318
PHONE 678-3524 - FAX 678-4435

BOX 348, JEROME, IDAHO 83338
PHONE 324-3357 - FAX 324-8961

BOX 473, GOODING, IDAHO 83330
PHONE 834-8477 - FAX 834-5890

BOX 111, RUPERT, IDAHO 83350
PHONE 436-0606 - FAX 436-1169

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JAN 09 2003



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

February 13, 2002

FRANK ASTORQUIA
1725 E 1800 S
GOODING ID 83330

RE: Change of Ownership for Water Right 37-8338

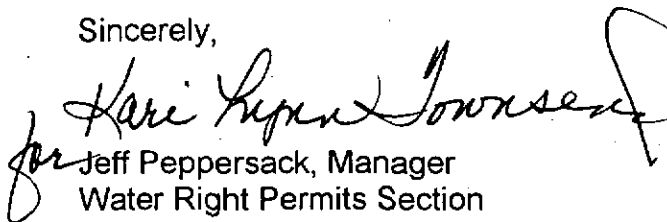
Dear Water Right Holder(s):

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

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

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

Sincerely,


for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: MAGIC VALLEY BANK

MICROFILMED
FEB 25 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

January 23, 2002

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

RE: Notice of Security Interest in Water Right 37-8338

Dear Interested Parties:

The department acknowledges receipt of correspondence adding the Notice of Security Interest in the above referenced water right to you. The department has modified its records to reflect this information and has enclosed a computer-generated report for your records.

Please note that our records reflect the current owner of this water right as Charles Luther. By copy of this letter we are sending a Notice of Change in Water Right Ownership form to Mr. Frank Astorquia. Mr. Astorquia should complete this form and return it to our office with the required documentation and filing fee.

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

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

Sincerely,


for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: Frank Astorquia
1725 E 1800 S
Gooding, ID 83330

MICROFILMED
JAN 24 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098

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

December 10, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

CHARLES LUTHER
1817 S 1750 E
GOODING ID 83330

RE: WATER RIGHT NO. 37-08338

Dear Water Right Holder(s):

The Department of Water Resources (the Department) has issued the enclosed license confirming that a water right has been established in accordance with the permit referenced above. The license is a preliminary order issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department unless a party petitions for reconsideration or files an exception and/or brief as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the Department within fourteen (14) days of the service date of this order. The Department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3), Idaho Code.

EXCEPTIONS AND BRIEFS

Within twenty-one (21) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding. Otherwise, this preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

RECORDED
JAN 07 1998

MICROFILMED

ORAL ARGUMENT

If the Department grants a petition to review the preliminary order, the Department shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Department in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Department may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The Department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

For your records I have also enclosed a copy of your Application for Amendment of Permit, which was approved.

If you have any questions, please call me at 208-327-7946.

Sincerely,



Shelley W. Keen
Water Rights Supervisor

SK:klt

Enclosure

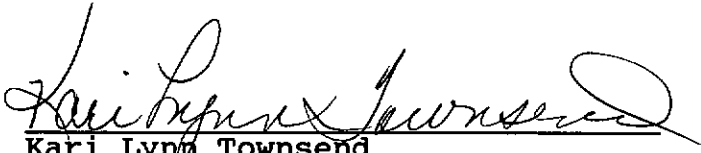
RECORDED
JAN 07 1968

CERTIFICATE OF MAILING

I hereby certify that on the 10th day of December, 1997, I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved License) to the person(s) listed below:

Water Right No. 37-08338

CHARLES LUTHER
1817 S 1750 E
GOODING ID 83330


Kari Lynn Townsend
Secretary

MICROFILMED

JAN 07 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098

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

November 28, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

CHARLES LUTHER
1817 S 1750 E
GOODING ID 83330

RE: WATER RIGHT NO. 37-08338

Dear Permit Holder(s):

The above referenced water right is in the process of being licensed. However, before a license can be issued, your permit must be amended to depict your water right as it has actually been developed.

The enclosed Application for Amendment contains information that will be included on the license when it is issued. The amendment reflects a change in the location of the place(s) of use description. Please review carefully and if you concur, sign the amendment and return it with the \$50 filing fee within 14 days.

The last page of the Application for Amendment form contains a list of Conditions of Approval and Remarks proposed for the license when it is issued. These conditions of approval and remarks may be modified upon further administrative review.

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

Sincerely,

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

Shelley W. Keen
Water Rights Supervisor

SK:klt

Enclosure

RECEIVED
JAN 07 1998

~~MICROFILMED~~
~~JAN 07 1998~~

JAN 07 1998

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

See ASCS Aerial Map									

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
Well	Unknown	25	GF823226	Unknown	GF225S250-10
System Pump	G.E.	30	HWJ824266	Wcl-Line	T84085

*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: The polysonic was used to determine the flow from the well and also to determine the discharge of the system pump.

E. NARRATIVE/REMARKS/COMMENTS

See Narrative Attachment

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

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JAN 07 1998

F. FLOW CALCULATIONS

Additional Computation Sheets Attached

Measured Method:

$$\text{Well: } Q = \frac{280 + 274 + 274 + 274 + 278 + 278}{6} = 279 \text{ gpm} = .62 \text{ cfs}$$

$$\text{System Pump: } Q = \frac{594 + 589 + 593 + 594 + 594}{5} = 593 \text{ gpm} = 1.32 \text{ cfs}$$

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 30(4.0) = 120 \text{ afa}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .6(215)1.9835 = 264.4 \text{ afa}$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 120 \text{ afa}$$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	4-1	10-31	.6 cfs	120 afa
Totals:			.6 cfs	120 afa

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

Create PPU.

I. AUTHENTICATION

Field Examiner's Name Alan Hanster Date 8-8-94

Reviewer _____ Date _____

SEAL

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS

FILE: 37-08338
DATE: 2-21-95
BY: MTS

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (\text{H.P.}) \times (\text{EFF.})}{\text{TDH}}$

Q = CFS
H.P. = Total Brake Horsepower of pumping plant (including booster)
EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)
TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]
LIFT = depth to water in FEET from land surface to pumping water level
PSI = pumping pressure measured in psi near pump (if open discharge assume zero [0])

$$Q = \frac{(8.8) (\dots 25 \dots) (0.70)}{[(\dots 250' \dots) + (\dots 0 \dots \times 2.31)]} = \underline{62}$$

LIFT FROM:	PSI FROM:	NOTES ON PUMP:
measurement ()	measurement ()	Motor Make, Serial or ID
owner (✓)	owner ()	
area estimate (✓)	estimate (✓)	Pump Make, Serial or ID, rating
well logs ()	owner gage ()	
Booster (Y) (N)		

REMARKS

ANNUAL VOLUME ANALYSIS

POTENTIAL Acre Feet/Acre/Annum = $\frac{(\text{DAYS IN SEASON}) \times (1.98) \times (Q)}{(\text{RECOMMENDED ACRES IRRIGATED})}$

(season)	(days)	
3/15 - 11/15	246	
4/1 - 11/1	215	
4/15 - 10/15	184	
3/1 - 12/1	276	

$$\text{POTENTIAL} = \frac{(\dots 214 \dots) \times (1.98) \times (\dots 62 \dots)}{(\dots 30 \dots)}$$

$$\text{POTENTIAL} = \underline{8.75}$$

REQUIRED Acre Feet/Acre/Annum = 4
(AF/Ann/Ac irrigation requirement from chart for area)
NOTE that this is NOT Consumptive use

IF POTENTIAL IS GREATER THAN REQUIRED THEN NO MEASUREMENT NECESSARY ()
IF POTENTIAL IS LESS THAN REQUIRED THEN MEASUREMENT IS NECESSARY ()

REPROFILMED
JAN 07 1998

37-08338

Narrative Attachment

No overlapping water rights were found for the point of diversion. 40 canal shares are co-mingled with the well water to obtain enough water to irrigate the field.

Water is pumped from the well with a 25 Hp submersible pump and then discharged into a pond via a 4" aluminum pipe where it is combined with the canal water. The co-mingled water is pumped from the pond with a 30 Hp pump. 6" aluminum surface mainline with risers run west towards the field which has a pivot on it. At the edge of the field, the 6" aluminum pipe hooks up to a buried 6" plastic line that runs up to the pivot point. The Northeast corner is irrigated using handlines that are connected to the 6" surface mainline.

No stock are currently being watered under this permit and no domestic use was present at the time of the exam. The examiner is recommending that the domestic and stock water components of the permit be removed. This permit for ground water is essentially used to supplement the canal shares since this land is on the end of the canal system.

MICROFILMED
JAN 07 1978

13.7
HEL

PERMIT 37-08338 INIT

T. R. S. Q/Q

P/D

SCALE

PHOTO ID.

ASLS Aerial Map

1412

T-65

17.7

HEL

11

HEL

12

HEL

13

HEL

14

HEL

15.2

HEL

18

HEL

16

HEL

1415

T-3431

2

HEL

3

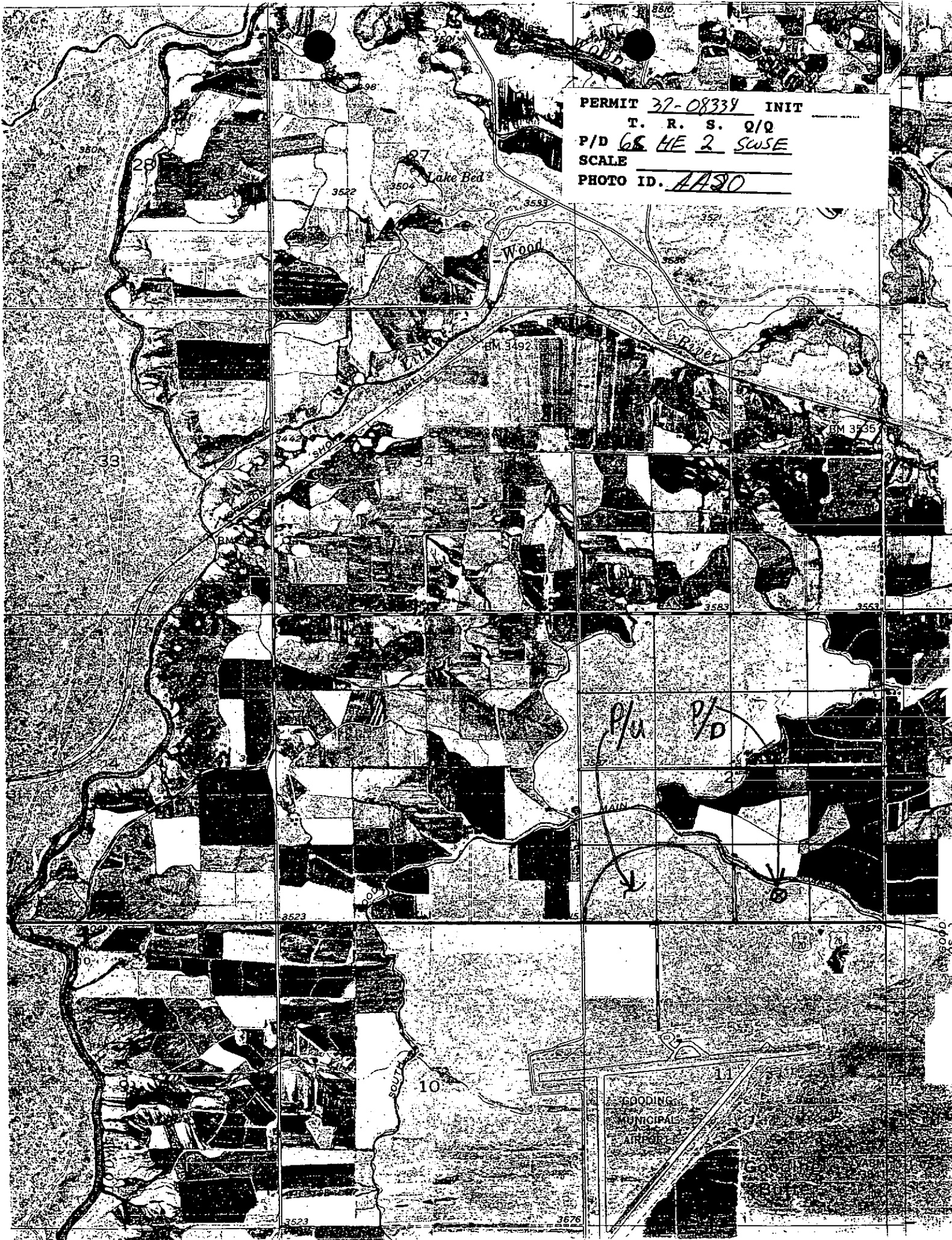
HEL

6" Plastic

6" Aluminum

JAN 07 1960

PERMIT 37-08339 INIT
T. R. S. Q/Q
P/D 68 HE 2 SUSE
SCALE
PHOTO ID. AA30



GOODING
MUNICIPAL
ATHLETIC

37-8338

MODE SELECT
INPUT

OUTER DIAMETER
3.9787 IN

PIPE MATERIAL
? AL,DI

WALL THICKNESS
0.0470 IN

INNER LINING
? NO LING.

KIND OF FLUID
? WATER

SENSOR MOUNTING
? U

TYPE OF SENSOR
? SMALL

DATA CHANGE
? NO

SPACING
2.209 IN U

ZERO MODE
CLEAR

ZERO MODE
AUT ZERO

ZERO MODE
ZERO OPR

08-01 14:5600 *R
+003.00 % AI2

MODE SELECT
T0 CHECK

0146.9 MMSEC
101.25 % T0

0146.9 MMSEC
101.24 % T0

08-01 14:5700 *R
+ 2.795E 2GPM

08-01 14:5800 *R
+ 2.792E 2GPM

08-01 14:5800 *R
+ 2.789E 2GPM

08-01 14:5900 *R
+ 2.793E 2GPM

08-01 14:5900 *R
+ 2.778E 2GPM

08-01 14:5900 *R
+ 2.778E 2GPM

Well Pump

MODE SELECT
INPUT

OUTER DIAMETER
6.0476 IN

PIPE MATERIAL
? AL,DI

WALL THICKNESS
0.0540 IN

INNER LINING
? NO LING.

KIND OF FLUID
? WATER

SENSOR MOUNTING
? U

TYPE OF SENSOR
? SMALL

DATA CHANGE
? NO

SPACING
3.997 IN U

MODE SELECT
INPUT

OUTER DIAMETER
6.0476 IN

PIPE MATERIAL
? AL,DI

WALL THICKNESS
0.0540 IN

INNER LINING
? NO LING.

KIND OF FLUID
? WATER

SENSOR MOUNTING
? U

TYPE OF SENSOR
? SMALL

DATA CHANGE
? NO

SPACING
3.997 IN U

Main System Pump

ZERO MODE
CLEAR

ZERO MODE
AUT ZERO

ZERO MODE
ZERO OPR

08-01 15:1600 *R
+003.00 % AI2

MODE SELECT
T0 CHECK

0221.1 MMSEC
099.62 % T0

0221.1 MMSEC
099.62 % T0

08-01 15:1700 *R
+594.123E 0GPM

08-01 15:1800 *R
+589.103E 0GPM

08-01 15:1900 *R
+592.802E 0GPM

08-01 15:2000 *R
+594.387E 0GPM

08-01 15:2100 *R
+593.594E 0GPM

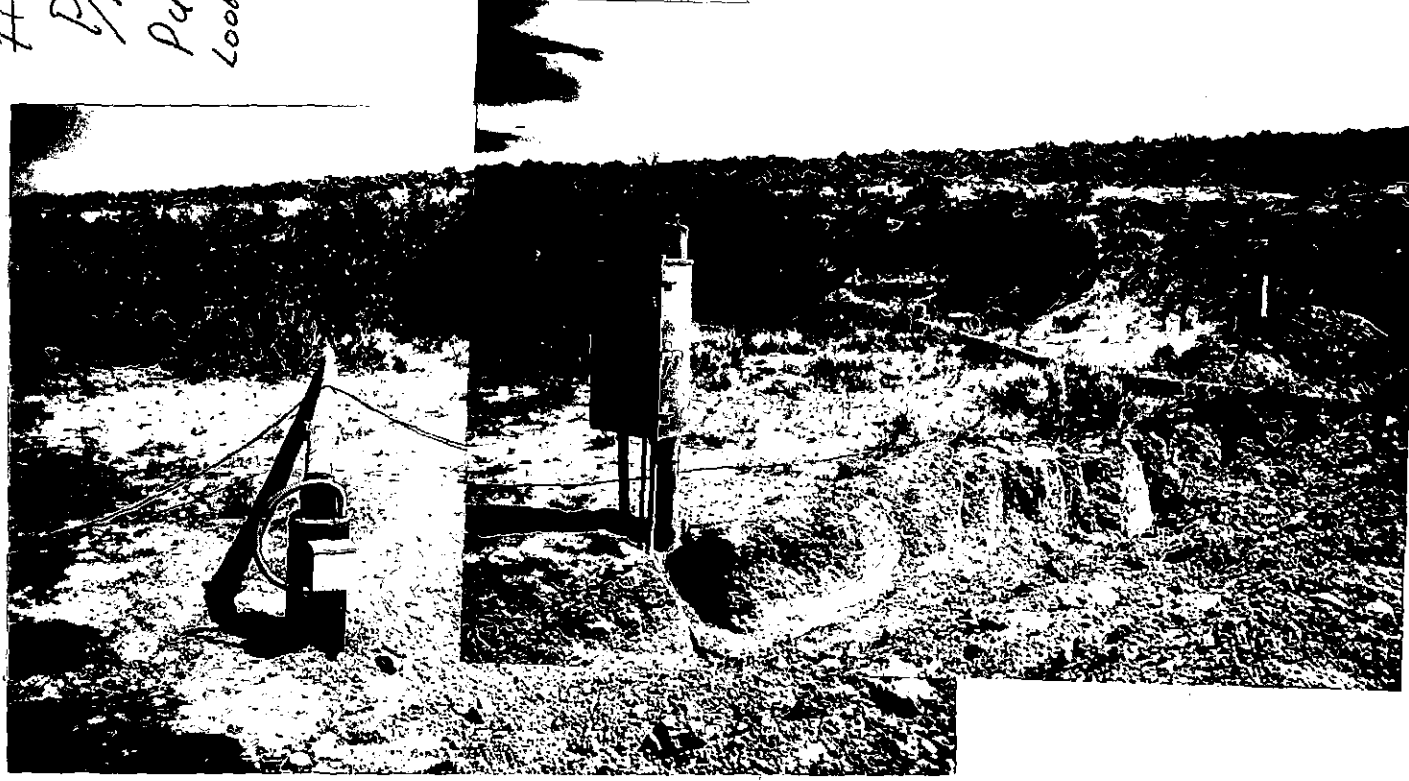
Main System Pump

ENCLOSURE

JAN 07 1968

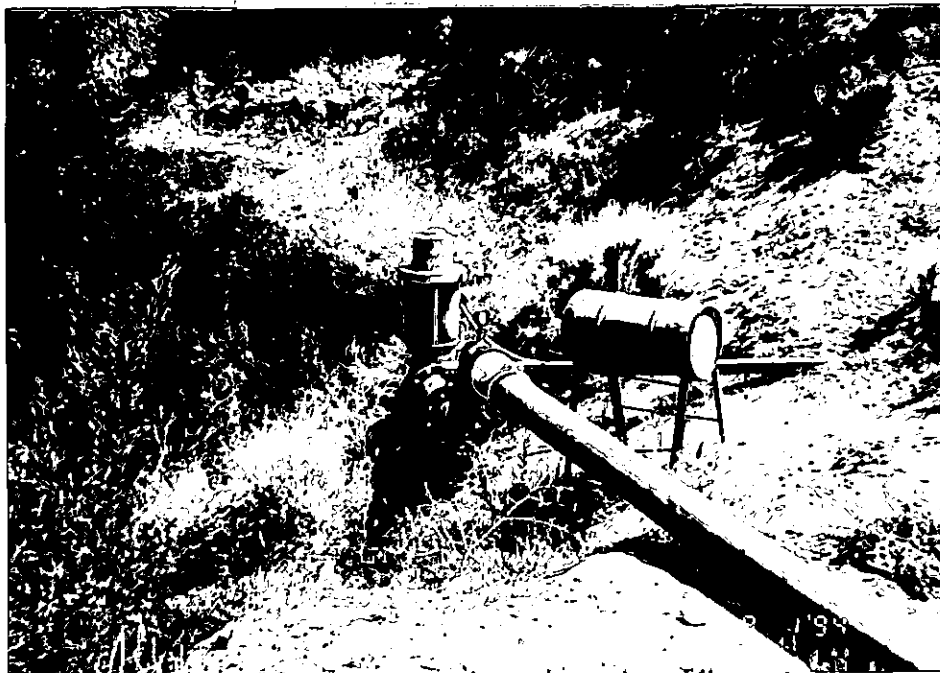
37-08338

#1
P/D
Pump site
Looking East

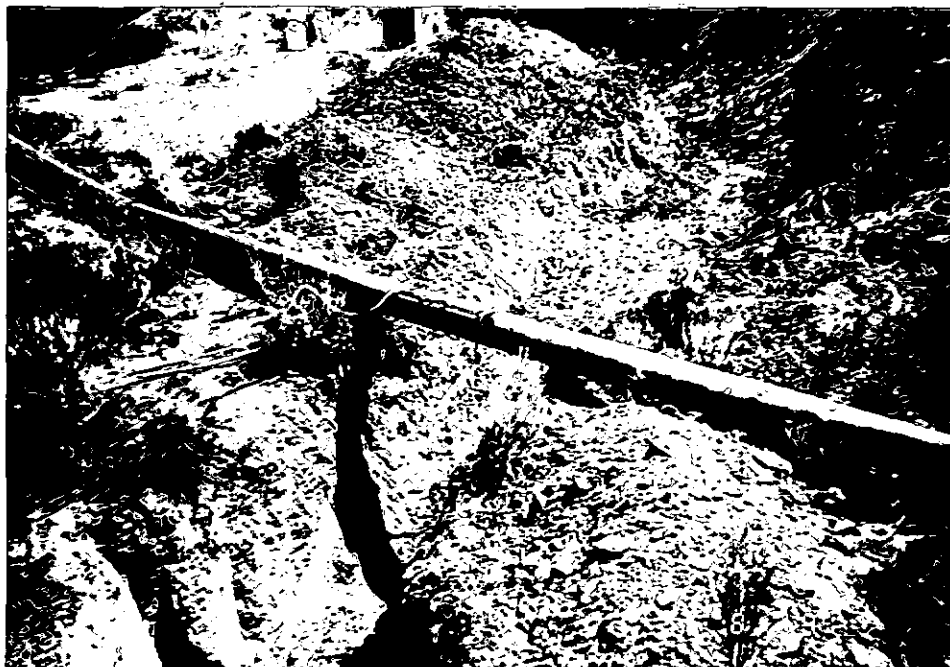


RECEIVED

JAN 07 1953



#2
System Pump



#3
Polysonic
installed
on line
going to pivot.

MICROFILMED

JAN 67 1963

37-8338

#4
P/u
(Pivot)



140 07 1533

140 07 1533

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

Use Typewriter
or
Ball Point Pen

1. DRILLING PERMIT NO. 57-94-S-0050-000
Other IDWR No. 37-08338

2. OWNER:

Name Charles Luther
Address 1917 S 1750 E
City Gooding State Id Zip 83330

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N		T. <u>6</u>		North ☐	or	South ☒
W		E. <u>14</u>		East ☒	or	West ☐
S		Sec. <u>2</u>		1/4 <u>SW</u>	1/4 <u>SE</u>	1/4
		Gov't Lot		County <u>Gooding</u>		

Address of Well Site _____

(Give at least Direction + Distance to Road or Landmark)

Lot No. _____ Block No. _____ Subd. Name _____

4. PROPOSED USE:

- ☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK

☒ New Well ☐ Modify or Repair ☒ Replacement ☐ Abandonment

6. DRILL METHOD

☐ Mud Rotary ☒ Air Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK		AMOUNT		METHOD
Material	From	To	Sacks or Pounds	
<u>Dentonite</u>	<u>0</u>	<u>19</u>	<u>500 lbs</u>	

Was drive shoe seal tested? Y ☐ N ☒ How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Casting	Liner	Steel	Plastic	Welded	Threaded
<u>8</u>	<u>1</u>	<u>159</u>	<u>25</u>			☒	☐	☐	☐
						☐	☐	☐	☐
						☐	☐	☐	☐
						☐	☐	☐	☐

Final location of shoes 159

Top Packer or Headpipe _____ Bottom Tailpipe _____

9. PERFORATIONS/SCREENS

☐ Perforations Method _____
☐ Screens Type _____ Material _____

From	To	Slot Size	Number	Diameter	Tele/Pipe Size	Casting	Liner
						☐	☐
						☐	☐
						☐	☐
						☐	☐

10. WELL TESTS:

☐ Pump ☐ Bailer ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Depth	Time

Temperature of water 80 Was a water analysis done? Yes ☐ No ☒

By whom? _____

Water Quality (odor, etc.) _____

Bottom Hole Temperature _____

11. STATIC WATER LEVEL:

330 ft. below surface Depth artesian flow found _____
Artesian pressure _____ lb. Describe access port Well Seal
Describe Controlling Devices: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	GPM	SWL
<u>12</u>	<u>0</u>	<u>44</u>	<u>Top Soil</u>		
	<u>44</u>	<u>47</u>	<u>Cl. Layer</u>		
	<u>47</u>	<u>88</u>	<u>Cinders No Returns Loose</u>		
	<u>88</u>	<u>89</u>	<u>Hard</u>		
	<u>89</u>	<u>103</u>	<u>Cinders</u>		
	<u>103</u>	<u>109</u>	<u>Hard</u>		
	<u>109</u>	<u>111</u>	<u>Cinders Loose</u>		
	<u>111</u>	<u>119</u>	<u>Hard</u>		
	<u>119</u>	<u>124</u>	<u>Cinders</u>		
	<u>124</u>	<u>147</u>	<u>Hard</u>		
	<u>147</u>	<u>158</u>	<u>Cinders Loose</u>		
	<u>158</u>	<u>200</u>	<u>Hard</u>		
	<u>200</u>	<u>207</u>	<u>Broken</u>		
	<u>207</u>	<u>254</u>	<u>Hard</u>		
	<u>254</u>	<u>259</u>	<u>Soft + broken</u>		X
	<u>259</u>	<u>264</u>	<u>Broken</u>		X
	<u>264</u>	<u>266</u>	<u>Hard</u>		
	<u>266</u>	<u>274</u>	<u>Cinders</u>		X
	<u>274</u>	<u>280</u>	<u>Hard</u>		

RECEIVED

JUN 09 1994

Department of Water Resources
Southern Region Office

Date: Started 5-10-94 Completed 5-14-94

13. DRILLER'S CERTIFICATION

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

Firm Name Eaton Drilling Firm No. 26

Firm Official [Signature] Date 5-18-94

and
Supervisor or Operator [Signature] Date 5-18-94

(Sign once if Firm Official & Operator)

JAN 07 1995

FORWARD WHITE COPY TO WATER RESOURCES

ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE

Permit No. 37-08338

Reviewed by [Signature]

Date 6-3-94

GENERAL CONSIDERATIONS

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

TYPES OF USE

Dom, stock, Irr

Correct Uses? yes

SOURCE OF WATER

 Surface water source
✓ Ground water source

no 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?
100.00 Amount Submitted
yes Correct?

MEASURING DEVICE

no Required?
 Installed?
✓ Waiver requested?

PRIORITY CALCULATION

Date proof received
Date proof due -
No. of days late =
Priority Date +
New Priority Date

7 after 60 days

DEFICIENCIES OR ACTION ITEMS

Reinstate + advance priority to May 19, 1994.
Proof acceptable

DATA ENTRY

New Address

Proof Made 5-19-94

April 4, 1994

Charles Luther
1817 S 1750 E
Gooding, ID 83330

RE: Permit No. 37-08338

Dear Permit Holder:

Enclosed is a copy of the denied request for extension of time which you submitted to the department in connection with the above referenced permit. Section 42-204, Idaho Code, states that the department can only grant extension requests based on due diligence if the permit holder can show he proceeded diligently in completing development. The department has determined that you did not proceed diligently with development.

Your best option at this point would be to file proof of beneficial use for the portion of the water right that has been developed. I have enclosed the necessary form for your convenience. Please be advised that the permit lapsed on March 2, 1994 and is of no further force nor effect. The department will hold the permit for sixty (60) days from the date of this letter. If an acceptable proof of beneficial use is not received within the 60 days, the file will be destroyed.

If you have any questions or if the department can be of any further assistance, please feel free to contact us or any of the regional offices.

Sincerely,

L. GLEN SAXTON
Chief, Water Allocation Bureau

Enc: Proof Form
Extension of Time

C: IDWR - Regional Office

MAILED
JUL 25 1994

WELL DRILLER'S REPORT

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

[illegible]

WARNING

CANCELLED OR LAPSED

This permit has been officially CANCELLED or LAPSED.

Ninety days following the date of official action this file will be DESTROYED.

March 7, 1994

CHARLES LUTHER
1817 S. 1750 E.
GOODING ID 833300000

LAPSE NOTICE

RE: PERMIT NO. 37-08338

Dear Permit Holder:

You are hereby notified that under the provisions of Section 42-218A, Idaho Code, the above referenced permit has lapsed and is of no further force nor effect. The department provided the proper forms to you in our proof due notice dated December 31, 1993. No further construction or additional development is authorized under this permit unless it is reinstated.

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

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

L. GLEN SAXTON
Chief, Water Allocation Bureau

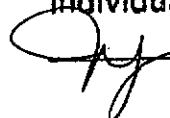
Enclosures

RECEIVED

JUL 25 1994

CERTIFICATION OF MAILING

I hereby certify that on 3-7-94
a copy/an original of this document was
deposited in the United States mail,
postage prepaid addressed to the
individual(s) named above.



December 31, 1993

CHARLES LUTHER
1817 S. 1750 E.
GOODING ID 833300000

PROOF DUE NOTICE

RE: PERMIT NO. 37-08338

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, 1994. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

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

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

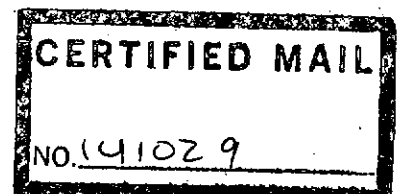
SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

RECEIVED

JUL 25 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

March 11, 1991

CHARLES LUTHER
1817 S. 1750 E.
GOODING, ID 833300000

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 37-08338

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed. You will receive a "Proof Due Notice" from this Department approximately 60 days prior to the completion date requiring you to file either a Proof of Beneficial Use form stating that the project has been completed or file a Request for an Extension of Time in which to file the proof statement.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

You should be aware that you are located within a drainage basin where surface water diversions are regulated by a watermaster. It is possible that diversion of groundwater under your permit may cause a reduction of surface water flow. Siting your well as far as possible from surface water channels and casing your well so that groundwater tributary to surface water flows are not diverted will reduce the potential for the watermaster to regulate your water use.

RECEIVED
MAR 18 1991

This permit authorizes the appropriation of trust water. Trust water is defined as that portion of a particular hydropower water right which exceeds certain minimum stream flows established by state action, and is held in trust by the State of Idaho for the use and benefit of the people within the state. Conditions pertaining to a term review, annual use fee and jurisdiction of the permit are trust water conditions.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:blm

Enclosures

MICROFILMED

MAR 18 1961

APPLICATION FOR PERMIT REVIEW

Application #: 37-8338
Date: 2-27-91

Reviewer: Pam Skaggs *ES*

- ✓ Existing:
 - ✓ No - 26A-P17
 - Complete in 1 year - P16
 - Yes
 - Proof not submitted - P16
 - Proof submitted - N/A
- ✓ Groundwater:
 - GT. 0.7 cfs - 01G-P03, 01C-P03(existing well)
 - ✓ LT. 0.7 cfs - N/A
- ✓ Drilling Permit:
 - Approved w/permit - P99
 - Not included - 046-P23 (All GW, even existing wells)
- ✓ Location:
 - Water Districts - WD No. 37
 - Surface water - 005, 005-01H-P01(LT.7 w/pump)
005-01J-P08(GT.7)
 - ✓ Groundwater - P05
 - Irrigation Districts - 023
 - Canal Co. Areas - 023
 - Drainage Districts - 024
 - Boise Front (63) - 058 (Groundwater)
 - ✓ Swan Falls Flag - 7 (1 or Blank)
 - ✓ Trust - 051-052-053-P74 (Cons.), 041(DCMI, w/Irr
or Irr & Dom)
 - Non Trust - 048-049
- River Basins:
 - (Surface Water) Water District Control Condition &....
 - Boise (63) - 11D-P72
 - Payette (65) - 047-P04, 059-P71
 - Snake (01, 02 & 03) - 11A-P04(01), 061-P07(02/03 No W.D.Cond.)
- Use:
 - Fish Propagation - 002-P06, 06A, 007, 09E-P10, 010, 042, 044
 - Power - Use Power Review
 - Mining - 06A, 006, 010, 09E-P10 & 054(req.)
 - Storage - 18A-for multiple measuring devices(In WD),
18B-P09(Size)
 - Rec. & Aesthetic - 027(Non-Consumptive)
 - Domestic - 021(restricted areas)
- Ownership:
 - Non land owner - 004
- Protested:
 - Agreement - 020
- Minimum Stream Flow:
 - Overlapping uses - 029-P20
- ✓ Beneficial Use Due Date: - 03-01-1994
- Other Conditions Recommended _____

MICROFILMED

MAR 18 1991

3-4-91

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
State Office
1301 North Orchard St.

Statehouse Mail
Boise, Idaho 83720
(208) 327-7900

JANUARY 8, 1991

Gooding County Leader
442 Main Box 56
Gooding, ID 83330

Dear Legal Dept.:

Enclosed you will find legal notices which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

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

Please send the affidavit of publication and publication billing to this office before FEBRUARY 4, 1991.

Yours truly,

BRENDA L. MILLER
Clerical Specialist

Encl.

RECEIVED
MAR 18 1991

MAR 18 1991

NOTICE OF APPLICATION FOR TRUST WATER RIGHT

37-08338

LUTHER, CHARLES
1817 S. 1750 E.
GOODING, ID 833300000

Source: GROUNDWATER

Diversion Pt: SESWSE Sec 2 T.06S R. 14E

Use: IRRIGATION (.600 CFS)
STOCKWATER (.140 CFS)
DOMESTIC (.040 CFS)
Total Diversion: (.600 CFS)

Date Filed: 4/18/ 1988

In: T06S R14E S02 SESW SWSE
30.0 ACRES TOTAL

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before FEBRUARY 4, 1991.

Published 1/¹⁴/₉/1991 & 1/²³/₁₆/1991

R. Keith Higginson, Director

Contacted paper to have correction done

BLM
APPROVED

MAR 18 1991

Charles M. Luther
1817S-1750E
Gooding, Idaho
83330

14-8-11

RECEIVED

BUSINESS REPLY MAIL

FIRST CLASS

PERMIT NO. 1148

BOISE, ID

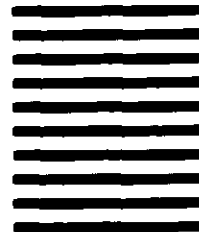
POSTAGE WILL BE PAID BY ADDRESSEE

IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE ID 83702

Attn.: Groundwater Protection Section



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Urgent
Added

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRUST WATER INFORMATION QUESTIONNAIRE

Application No. 37-8338

INSTRUCTIONS: IF YOU ARE NOT INTERESTED IN HAVING THE APPLICATION PROCESSED, PLEASE COMPLETE AND RETURN THE ENCLOSED WITHDRAWAL FORM.

IF YOU WISH TO HAVE THE APPLICATION PROCESSED, PLEASE ANSWER THE FOLLOWING QUESTIONS AS THOROUGHLY AS POSSIBLE. FAILURE TO RETURN EITHER THE WITHDRAWAL FORM OR QUESTIONNAIRE IS CAUSE FOR THE DEPARTMENT TO VOID THE APPLICATION.

1a. Are you the current owner of the land or place of use described under this application? Yes ☒ No ☐
b. If you are not the propoerty owner, please descibe the arrangement enabling you to develop the proposed project.

2a. Has the source of water listed on this application been used to irrigate any of the land described under this same application prior to October 1, 1984? Yes ☐ No ☒
b. If yes, please describe the extent of development and number of acres irrigated. (Note: Uses developed after October, 1984 are considered trust water diversions and may be subject to certain conditions. You may be asked to verify uses established prior to October, 1984.)

3. If you answered NO to ques #2a, please state the number of acres you have irrigated with this source after October 1, 1984. none

4. If you have not irrigated lands under this application, please state the number of acres you plan to complete. 30 Acres

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

Use the reverse side of this form if you wish to add any comments. You may mark changes on the enclosed application to designate any proposed amendments. (Note: Proposed changes which result in an expansion of use will not be considered by the department.)

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

Applicant Charles Luther

Date 1-3-91

MICROFILMED

MAR 18 1991

WR-NUMBER	NAME	STG	SOURCE	T	R	S	NE				NW				SW				SE				SUM		
							NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
3708338																									
0100006	AMERICAN FALLS RESERVO	D	SNAKE RIVER	06S	14E	2				:				:				:							
3707475	EGERSDORF	L	GROUNDWATER	06S	14E	2				:				:	35			:					35		
3708338	LUTHER	A	GROUNDWATER	06S	14E	2				:				:			6	:			24		30		
	1986 MAPPING DATA ---	-	COUNTY 47 QUAD AA 20	06S	14E	2			39	40	:			40	39	:	36	40	9	:	39	37	22	32	373

Review of 1976 orthophoto and 1986 mapping data overlay @ ZSWR
 shows acreage under 37-8338 as non-irrigated, Land Eng'd (24.22 acres)
 in SW SE is all north of canal.

TJL
 1-8-91

Count all 30 acres as trust Acre.

MAR 18 1991

RECEIVED



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

GOVERNOR

December 10, 1990

R. KEITH HIGGINSON

DIRECTOR

RE: APPLICATION FOR PERMIT NO. 37-8338

Dear APPLICANT:

Due to the Swan Falls litigation, Department approval of the enclosed application may have been delayed. The Department is presently reviewing your application and may authorize the proposed development.

The purpose of this letter is to determine: (1) if you are still interested in developing the project, and (2) the extent of development, if any, that has already occurred under the application. Enclosed are two forms requesting information which will help the Department expedite the processing of the application.

1. If you have abandoned or have no interest in continuing with your plans for development of the project, please complete the enclosed withdrawal form and return it to the Department. If you request a withdrawal of the application and the application was not previously advertised, the department will refund your original filing fee.

2. If you wish to continue with your proposed development plans, or have completed all or a portion of the proposed development before October 1, 1984, then you must complete and return the enclosed questionnaire. You may use the questionnaire and enclosed application to make any comments &/or amendments concerning the application. Your completion of the questionnaire will expedite processing and help the department determine if the water diverted under the application is public water or trust water. Approved trust water applications may be subject to additional conditions.

Failure to return either of the above forms within thirty (30) days of the date of this letter is cause for the Department to void the application.

Please be further advised that if any undeveloped portion of your proposed project is greater than 200 acres, the department will issue a notice requesting additional information as required by Water Appropriation Rule 4,5. (copy enclosed). In particular, rules 4,5,3. through 4,5,3,5. apply to your project if it is more than 200 acres. If necessary, the rule 4,5 information notice will be sent to you after you return the questionnaire.

MAR 18

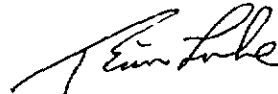
Page 2

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

Idaho Department of Water Resources
Statehouse Mail
Boise, Idaho 83720-9000
Attn: Tim Luke

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

Sincerely,



TIM LUKE
Sr. Water Resource Agent

Enclosures

MICROFILMED

MAR 18 1991

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: [Signature]

APPLICATION NUMBER: 37-8338

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☒ Map.
☒ Signature.
☒ Fee.
- | | | |
|---|--|--------------------------|
| ☐ Yes | ☒ No | Field check required. |
| ☐ Yes | ☒ No | Critical groundwater are |
| ☐ Yes | ☒ No | Request dam safety info |
| ☒ Yes | ☐ No* | In form to receipt. |

Field check by: _____

Date: _____

Comments: _____

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department.
☐ Idaho Fish and Game Department.
☐ Idaho Department of Lands.
☐ U.S. Bureau of Land Management.
☐ U.S. Forest Service.
☐ Other

Copies sent by: _____ Date: _____

PROCESSING:

- ☒ Yes ☐ No Platted by: _____ Map No. _____
☐ Yes ☒ No Other rights on same place of use. _____
-
- ☒ Yes ☐ No* In form for advertising.
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: _____
- ☐ 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? _____
- _____ Date of priority recommended.
- Special conditions of approval or cover letter.

By: _____ Date: _____

STATE OFFICE REVIEW:

- ☐
- See attached sheet for more information.

By: _____ Date: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

May 9, 1988

Charles Luther
1817 S, 1750 E
Gooding, ID 83330

Re: Application for permit No. 37-8338

Dear Mr. Luther:

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned identification No. 37-8338. Please refer to this number in all further correspondence.

Because your application proposes to appropriate water which has been identified as "trust water" in the Swan Falls agreement, it will be processed under rules and regulations for water appropriation that have been adopted as required by law.

Under the rules, applications will be processed at a rate which allows development of 20,000 acres per year. The oldest applications will be processed first, provided that applicants are willing and able to proceed.

For this reason, it is not possible to estimate at this time when action will be taken on your application.

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

Very truly yours,

Loren O. Holmes, P.E.
Southern Region Manager

LH:MB

MICROFILMED

MAR 18 1991