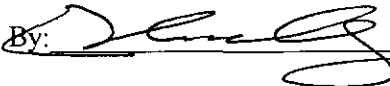


No Color
Documents
In File

37-11062

RECEIVED
OCT 2 2003
RECEIVED
OCT 01 2003STATE OF IDAHO Department of Water Resources
DEPARTMENT OF WATER RESOURCES
Department of Water Resources
Southern Region**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 37-11062 and 37-11063
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
INTERMOUNTAIN FEDERAL LAND BANK ASSOCIATION, FLCA
P.O. Box 2088
Elko, NV 89803
4. Name of Water Right Owner/Claimant(s)
BENJAMIN R. JOHNSON and STANLEY LEHMANN
5. Expiration Date of Notification Period November 1, 2023
6. Is this a Renewal of Request for Notification? NO ☒ ☐
7. Signature(s) (and title if applicable) INTERMOUNTAIN FEDERAL LAND BANK ASSOCIATION, FLCA
By: , V.P. and Branch Manager

For Office Use OnlyReceived by P. SKINNER
Receipted by P. SKINNER
Processed by _____ AJDate 10/1/2003
Date 10/1/2003
Date _____Fee \$50.00Receipt No. 5026153

WR _____

Date _____

MICROFILMED

NOV 20 2003

MICROFILMED

INSTRUCTIONS

This form has been prepared to assist persons having a security interest in a water right to request notification from the Department of Water Resources (IDWR) regarding any change in ownership of the water right or of any proposed or final action to amend, transfer or otherwise modify the water right as provided in Section 42-248(6), Idaho Code. The filing of a request for notification is a voluntary action by the holder of the security interest and is not required by law.

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.

3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.

4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.

5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.

6. At **Item 6**, please indicate if this is a renewal of a prior notice.

7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.

9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

INTERMOUNTAIN FLCA
PO BOX 2088
ELKO, NV 89803

Instrument # 202774

GOODING, GOODING, IDAHO

2003-09-19

02:13:50

No. of Pages: 10

Recorded for : LAND TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Fees: 30.00

Penny Watson

Space Above This Line For Recorder's Use

Loan No: 3730468

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this August 28, 2003 between BENJAMIN R. JOHNSON, an unmarried man, whose address is 1455 S. 1750 E, Gooding, Idaho 83330, and STANLEY LEHMANN, an unmarried man, whose address is 1743 e. 300 s., Wendell, Idaho 83355, hereinafter called "Mortgagor", and INTERMOUNTAIN FARM CREDIT ASSOCIATION, FLCA hereinafter called "Mortgagee", a corporation, organized and existing under the laws of the United States of America, with its office at 978 Commercial Street, P.O. Box 2088, Elko, NV 89803.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Gooding, State of Idaho, described in Exhibit "A", attached hereto and hereby made a part of this document by reference.:

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

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph 16 hereof. The following described Note(s), all Membership Agreements, Loan Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents.

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

DATE OF NOTE
August 28, 2003

MATURITY DATE
November 1, 2023

AMOUNT OF NOTE
\$237,000.00

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

Mortgagor and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as previously disclosed in writing to Mortgagee, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.
2. That this mortgage also constitutes a Security Agreement granting Mortgagee a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
4. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee. Failure to maintain the required insurance coverage constitutes an event of default.
5. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
6. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as previously disclosed in writing to Mortgagee.
7. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written consent of Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
9. That, except as disclosed in writing to Mortgagee, neither Mortgagor nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
10. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagor's obligations hereunder; and any failure of Mortgagor to perform any such obligation shall constitute an event of default.
11. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagor has received no notice that the Grazing Rights have or are to be terminated, canceled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
12. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagor regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
13. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagor shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagor, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagor becomes subject to the excess land limitation; if Mortgagor fails to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagor shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer

feasible, and Mortgagor purchases other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagor shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.

14. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
15. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagor and are not assignable by Mortgagor; Mortgagee relied upon the credit of Mortgagor, the interest of Mortgagor in the Property and the financial market conditions then existing when making this loan; if Mortgagor sells, transfers or conveys or contracts to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagor defaults in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagor shall be in default hereunder.
16. That prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagee.
17. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
18. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. If any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located.
19. That Mortgagor will provide current financial statements as requested by Mortgagee at least annually and at any time when the loan is delinquent or otherwise in default.
20. That if Mortgagee determines at any time to sell, transfer or assign the Note, this Security Instrument and any other Loan Documents, and any or all servicing rights with respect thereto, or to grant participations therein ("Participations") or issue, in a public offering or private placement, mortgage pass-through certificates or other securities evidencing a beneficial interest in the loan ("Securities"), Mortgagee may forward to each purchaser, transferee, assignee, servicer, participant, investor, or their respective successors in such Participations and/or Securities (collectively, the "Investor"), any rating agency rating such Securities and each prospective Investor, all documents and information which Mortgagee now has or may hereafter acquire relating to the indebtedness and to the Mortgagor, any Guarantor, any Indemnitors and the Mortgaged Property, which shall have been furnished by Mortgagor, any Guarantor or any Indemnitors, as Mortgagee determines necessary or desirable.

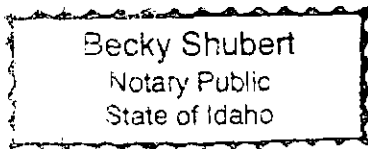
21. That Mortgagor shall, at the request of Mortgagee, execute such other documents or instruments in connection with this mortgage as Mortgagee may reasonably deem necessary.
22. That Mortgagor and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.

Benjamin R. Johnson
Benjamin R. Johnson

Stanley Lehmann
Stanley Lehmann

STATE OF IDAHO)
) ss.
COUNTY OF Gooding)

On this 15th day of September, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin R. Johnson and Stanley Lehmann, known or identified to me to be persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Becky Shubert
Notary Public
Residing at: Wendell ID
My Commission expires: 02-23-06

MICEL

EXHIBIT "A"

PARCEL NO. 1

TOWNSHIP 5 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: S $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Commencing at the East quarter corner of said Section 13 and being THE TRUE POINT OF BEGINNING;

Thence South 89°37'02" West along the South boundary of the NE $\frac{1}{4}$ of Section 13 for a distance of 765.00 feet;

Thence North parallel with the East boundary of the NE $\frac{1}{4}$ for a distance of 355.00 feet;

Thence North 89°37'02" East parallel with the South boundary of the NE $\frac{1}{4}$ for a distance of 765.00 feet to a point on the East boundary of the NE $\frac{1}{4}$;

Thence South along the East boundary of the NE $\frac{1}{4}$ for a distance of 355.00 feet to the East quarter corner of Section 13 and THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Northeast corner of said Section 13;

Thence South 00°00'00" West along the East boundary of Section 13 for a distance of 1322.02 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of Section 13 and THE TRUE POINT OF BEGINNING;

Thence continuing South 00°00'00" West along the East boundary of the Southeast quarter of the Northeast quarter for a distance of 272.34 feet;

Thence South 86°50'36" West for a distance of 1588.36 feet;

Thence North 00°32'02" West for a distance of 350.06 feet to a point on the North boundary of the South one-half of the Northeast quarter;

Thence North 89°38'54" East along the North boundary of the South one-half of the Northeast quarter for a distance of 1,589.24 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2

TOWNSHIP 5 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Loan No. 3730468

MICROFILMED

NOV 20 2003

B J A. L.

TOGETHER WITH all of the Trustor's right for any and/or all water and water rights, well and well rights, ditch and ditch rights appurtenant to the described property, including but not limited to the following water right numbers on file with, and issued by the Idaho Department of Water Resources for the right to use surface and underground water for stockwater and domestic use, as evidenced by:

Stockwater Rights:

- 1) Evidence of Decree #37-11062 for 0.13 CFS, priority date 01/01/1920, for stockwater and domestic use from a well.
- 2) Evidence of Decree #37-11063 for 0.13 CFS, priority date 05/01/1984, for stockwater from a well.

ALSO TOGETHER WITH the Trustor's right, title and interest in and to 40 shares of capital stock of Big Wood Canal Company, evidenced by Certificate No. 11650.

ALSO TOGETHER WITH the Trustor's right, title and interest in and to 66.1 shares of capital stock of Big Wood Canal Company, evidenced by Certificate No. 11651.

ALSO TOGETHER WITH all existing and future water rights, for irrigation, stockwatering, domestic or any other use, or drainage of all or any part of said lands, including vested water rights, permitted water rights, decreed water rights and certificated water rights arising under the laws of the State of Nevada, together with all certificates of appropriation, applications, proofs, permits and maps relating to such water and water rights which are appurtenant to the described real property, or any part thereof, or used or enjoyed in connection therewith or with any federal domain, grazing land appurtenant or attached thereto.

ALSO TOGETHER WITH

- 1) Three 10 hp electric motors and centrifugal pumps.
- 2) Approximately 2,600' of buried PVC mainline.
- 3) Four wheel lines of varying lengths.
- 4) Approximately one quarter mile length hand line.

Loan No. 3730468

BT
A.L.

MISSILE

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

In Re SRBA)
PARTIAL DECREE PURSUANT TO
Case No. 39576) I.R.C.P. 54(b) FOR
Water Right 37-11062

2001 MAY -7 AM 11:12
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: BENJAMIN R JOHNSON
STANLEY LEHMANN
1743 E 3000 S
WENDELL, ID 83355

SOURCE: GROUNDWATER

QUANTITY: 0.13 CFS

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

PRIORITY DATE: 01/01/1920

POINT OF DIVERSION: T05S R14E S13 NENESW Within Gooding County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.13 CFS

PLACE OF USE:	Stockwater		Within Gooding County
	T05S R14E S13	NESW	
	Domestic		Within Gooding County
	T05S R14E S13	NESW	

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

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

RULE 54(b) CERTIFICATE

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

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication



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

October 24, 2003

BENJAMIN R JOHNSON
STANLEY LEHMANN
1743 E 3000 S
WENDELL ID 83355

RE: Change of Ownership for Water Rights 37-11062 and 37-11063

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence adding a Security Interest to the ownership of the above referenced water rights to Intermountain Federal Land Bank Assn., FLCA.. The department has modified its records to reflect the changes in ownership and has enclosed 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: INTERMOUNTAIN FEDERAL LAND BANK ASSN FLCA
PO BOX 2088
ELKO NV 89803

MICROFILMED

NOV 2 8 2003

RECEIVED**JUN 21 2001**

**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
JUN 18 2001
Department of Water Resources
Southern Region

Department of Water Resources

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
<u>37-11059</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

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)

Marty K Sharp and Mary L. Ritz
581 Diamond Basin rd, Cody W.Y. 8241

4. New Owner/Claimant(s)

Aaron and/or Kathy Sanders

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 264

City, State and ZIP Code

Gooding ID. 83330

New Telephone Number

(208) 934-9435

5. Date you acquired the property

AUGUST 17 / 2000

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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) _____
(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 _____	Date <u>6/20/01</u>	Fee <u>25.00</u>	
Received by _____	Date <u>6/20/01</u>	Receipt No. <u>5024065</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

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1143072

WARRANTY DEED

For Value Received MARTY K. SHARP and MARY L. RITZ, Husband and Wife, the grantors, do hereby grant, bargain, sell and convey unto

Aaron J. Sanders and Kathyeryne Sanders, Husband and Wife

the grantees, whose current address is

1326-A US HWY 26, Gooding, ID 83330

the following described premises, to wit:

LEGAL DESCRIPTION REFERENCED AS EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that they will warrant and defend the same from all claims whatsoever.

Dated: 7-19-00

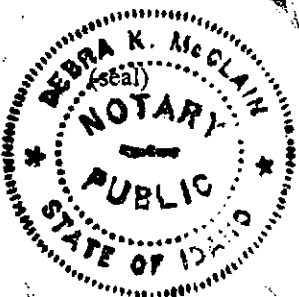
Mary L. Ritz Marty K. Sharp
MARY L. RITZ

Marty K. Sharp
MARTY K. SHARP

STATE OF Idaho)
COUNTY OF Gooding) ss.

On this 19th day of July, in the year 2000, before me, a Notary Public in and for said State, personally appeared ~~MARY L. RITZ and~~ MARTY K. SHARP known or identified to me to be the person(s) whose names(s) are subscribed to the within Instrument, and acknowledged to me that he / she / they executed the same.

Debra K. McClain
Notary Public in and for the State of Idaho
residing at Gooding
My appointment expires: 10-02-2002



Instrument # 187099

GOODING GOODING, IDAHO

2000-08-18 02:41:51 No. of Pages: 3

Recorded for : GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 9.00

Donny Archibald

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State of Idaho)
) ss.
County of Gooding)

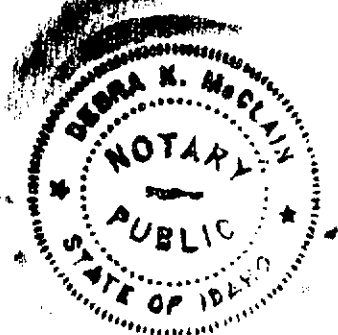
On this 17th day of July, 2000, before me, a Notary Public, personally appeared MARTY K. SHARP, known or identified to me to be the person whose name is subscribed to the within instrument as the Attorney In Fact of MARY L. RITZ, and Acknowledged to me that he subscribed the name of MARY L. RITZ thereto as Principal, and his own name as attorney in fact.



Notary Public for Idaho

Residing at: Coeur d'Alene

Commission Expires: 10-3-2002



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EXHIBIT A

Township 6 South, Range 14 East of the Boise Meridian, Gooding County, Idaho.

Section 5: A parcel of land located in a portion of the South one-half of the Southwest Quarter, more particularly described as follows:

COMMENCING at the South Quarter corner of Section 5;
Thence North 0°05'37" East along the East boundary of the South one-half of the Southwest Quarter for a distance of 264.04 feet and the State Highway Northerly right of way line;
Thence South 89°56' West along the Northerly State Highway right of way line for a distance of 816.35 feet to the TRUE POINT OF BEGINNING;
Thence continuing South 89°56' West along said Highway right of way for a distance of 552.63 feet;
Thence North 4°51' West for a distance of 538.52 feet;
Thence North 89°53'56" East for a distance of 552.60 feet;
Thence South 4°51' East for a distance of 538.85 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO an easement for ingress and egress described as follows:

BEGINNING at the South Quarter corner of Section 5;
Thence North 0°05'37" East along the North-South Quarter line, 264.04 feet and the State Highway Northerly right of way line;
Thence South 89°56' West 816.35 feet to the TRUE POINT OF BEGINNING;
Thence North 4°51' West 40.00 feet;
Thence South 89°56' West 200.00 feet, more or less, to a point 20.00 feet West and North of the Station 443+93 of Idaho State Highway 20-26;
Thence South 40.00 feet to the Northerly boundary of said State Highway;
Thence North 89°56' East 205.00 feet, more or less, to the TRUE POINT OF BEGINNING.

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

In Re SRBA)
Case No. 39576)
_____)

2001 MAY 11 11:48
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
DISTRICT COURT-SRBA
Water Right 37-11059
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: MARTY K SHARP
MARY L RITZ
PO BOX 223
GOODING, ID 83330

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 06/05/1968

POINT OF DIVERSION: T06S R14E S05 SESESW Within Gooding County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOUSE	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.04 CFS

PLACE OF USE:	Stockwater		Within Gooding County
	T06S R14E S05	SESW	
	Domestic		Within Gooding County
	T06S R14E S05	SESW	

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

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MAR 11 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

January 21, 2003

AARON SANDERS
KATHY SANDERS
PO BOX 264
GOODING ID 83330-0264

RE: Change of Ownership for Water Right 37-11059

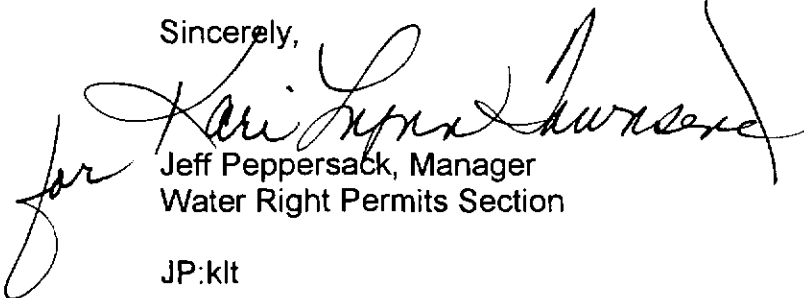
Dear Water Right Holder(s):

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,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

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MAR 11 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

October 2, 2001

AARON SANDERS
KATHY SANDERS
PO BOX 264
GOODING ID 83330

RE: Change in Ownership of Decreed Water Right 37-11059

Dear Mr. & Mrs. Sanders:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information

is required before we can process the change. The information required is indicated below:

- ✓ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question
- ✓ Legal Description of Property

The Deed of Trust that you sent is an unsigned document and does not include a legal description of the property. Because of that it does not meet the requirements of the Department. Please send a copy of the Warranty Deed signed by the sellers and include a legal description of the property. I have enclosed a copy of the decreed water right with the legal description highlighted for your convenience.

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

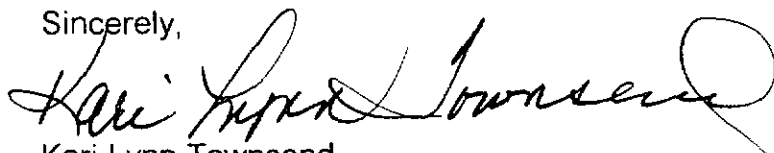
Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

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

Sincerely,

A handwritten signature in cursive script, reading "Kari Lynn Townsend". The signature is fluid and elegant, with a large loop at the end of the last name.

Kari Lynn Townsend
Secretary

KLT:k

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