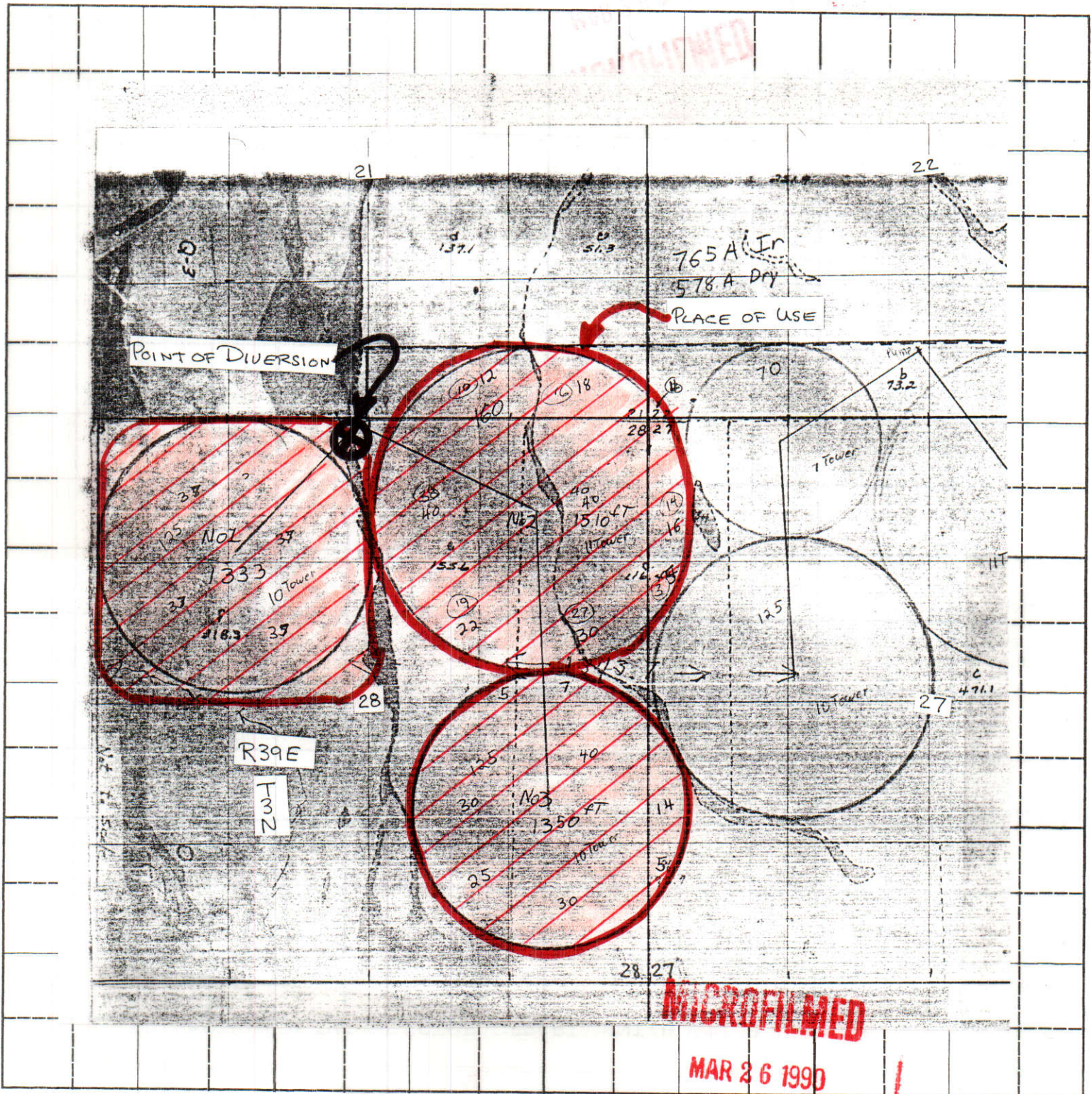


13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



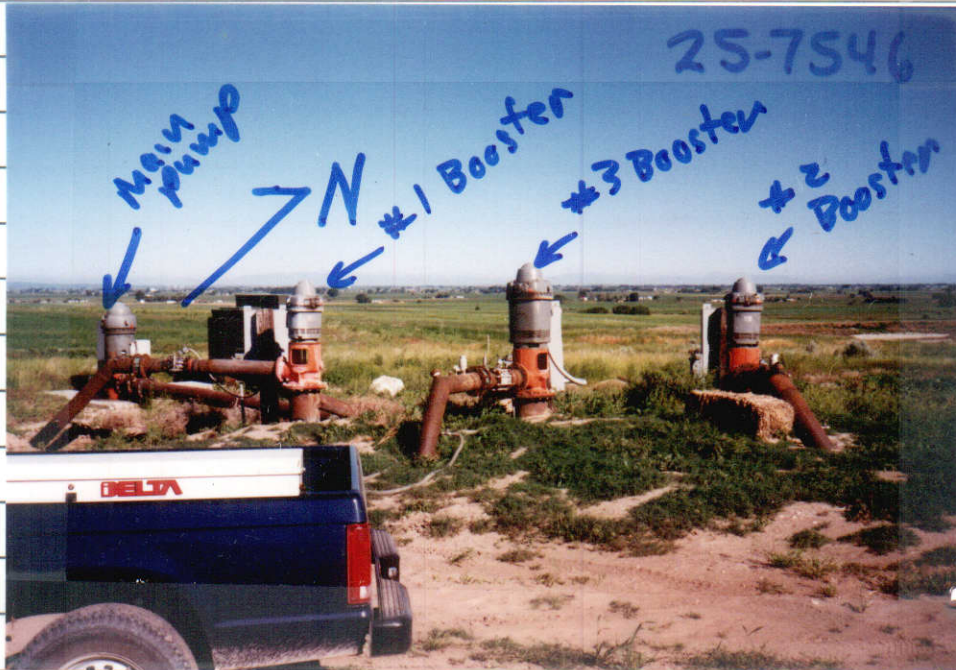
Scale: 2 inches equal 1 mile.

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

Jerry L Parker
(Applicant)

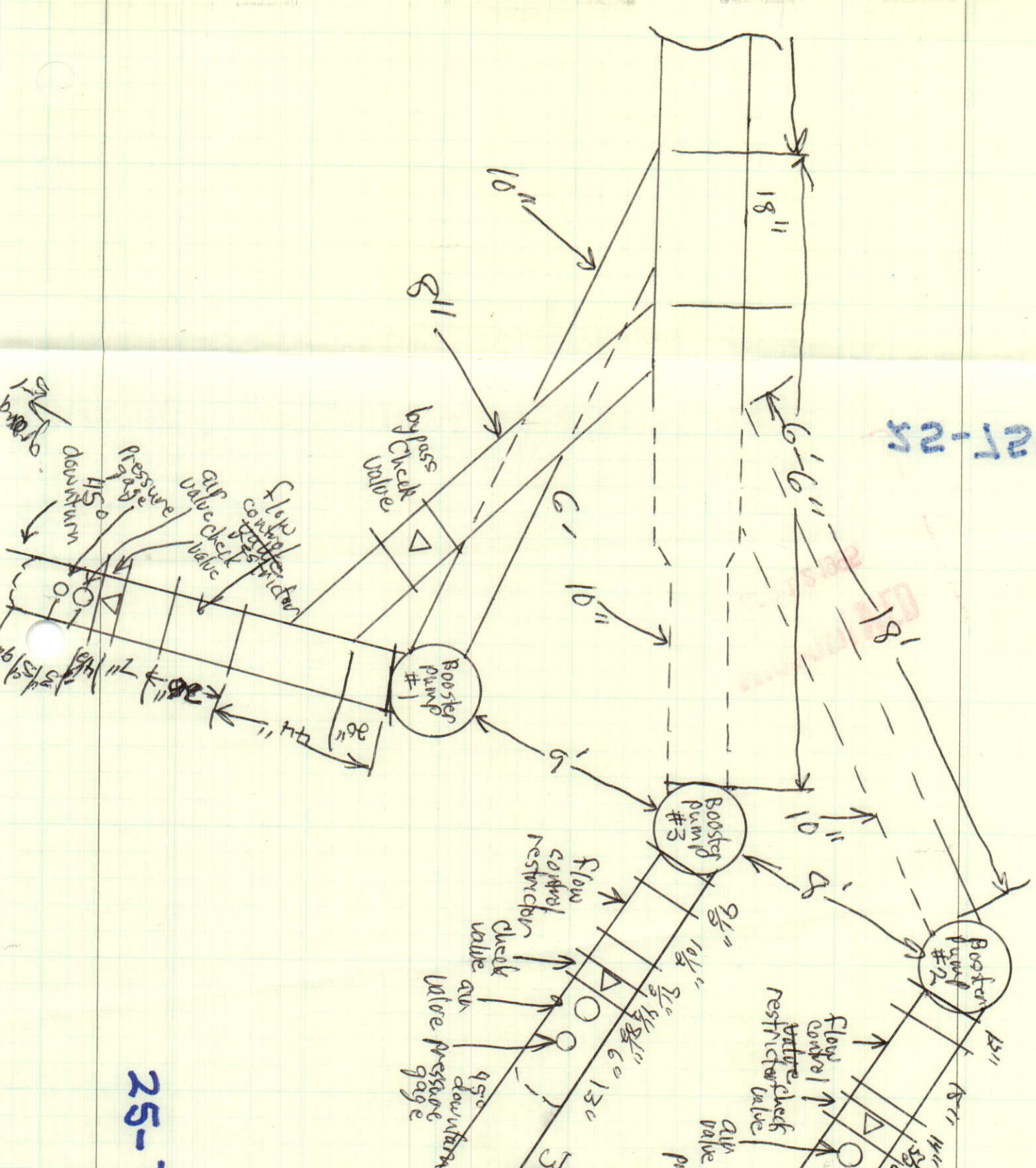
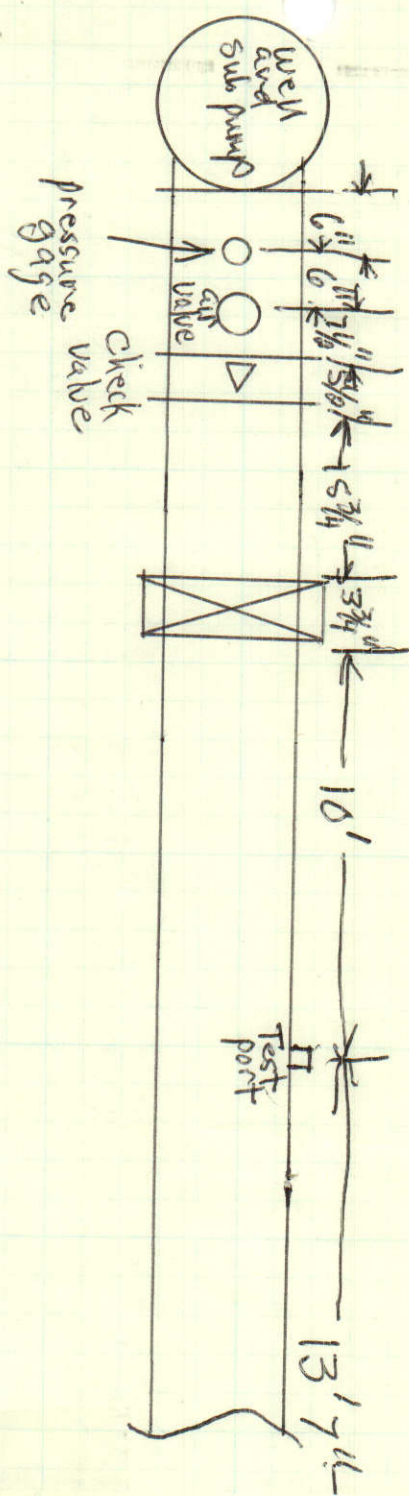
E. NARRATIVE/REMARKS/COMMENTS

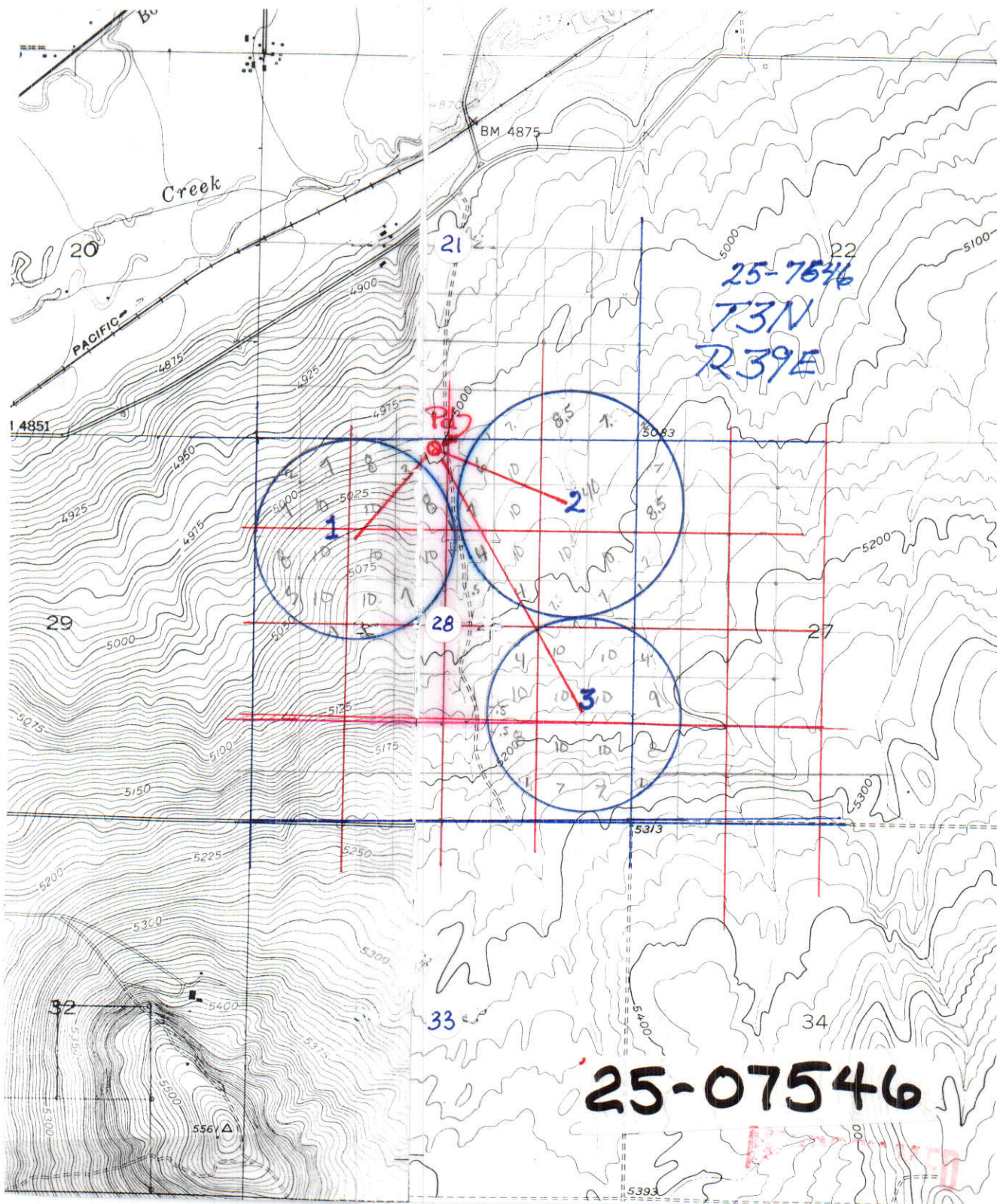
1. 3 pivots, #1 1335 feet; #2 1553 feet, #3 1299 pivot
2. field Exam was completed by Alan W. Paris
3. P.U. needs to be amended to reflect irrigation in the NE 1/4 SW 1/4 & NW 1/4 SW 1/4 section 28.



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

RECORDED
APR 12 1995



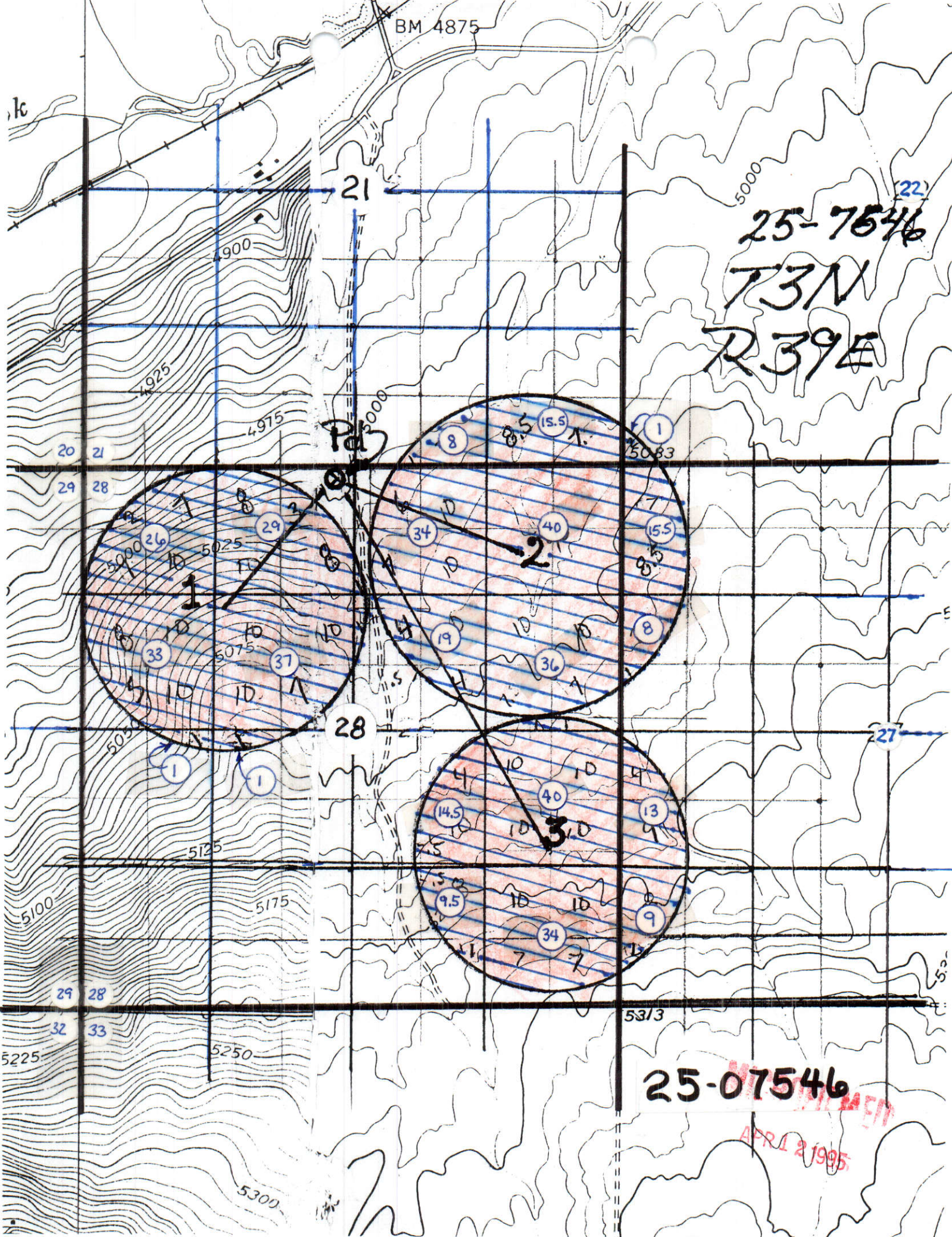


25-07546

APR 12 1995

BM 4875

25-7546
T3N
R39E



25-07546

APR 2 1995

2.4.7
CRP

①
60.9 CRP

20/21
29/28

HEL HEL

Point of
Divergence

2171
72349

21/22
28/29

②
1025.4



4-1
low

R39E

T3N

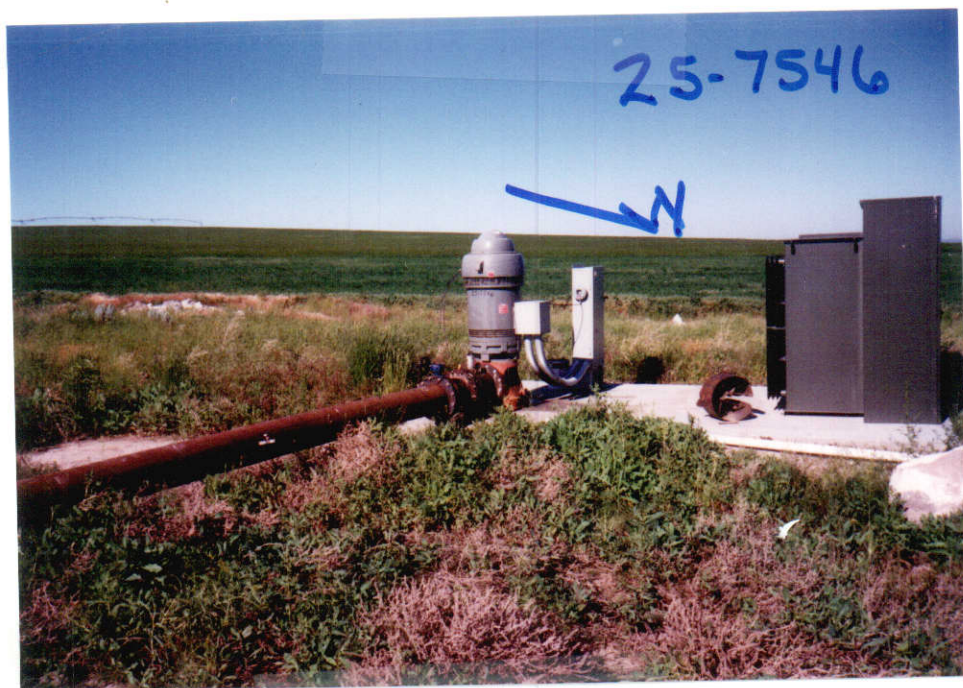
25-7546



1299 St
1299 pinot

29/28
32/33

28/29
33/34

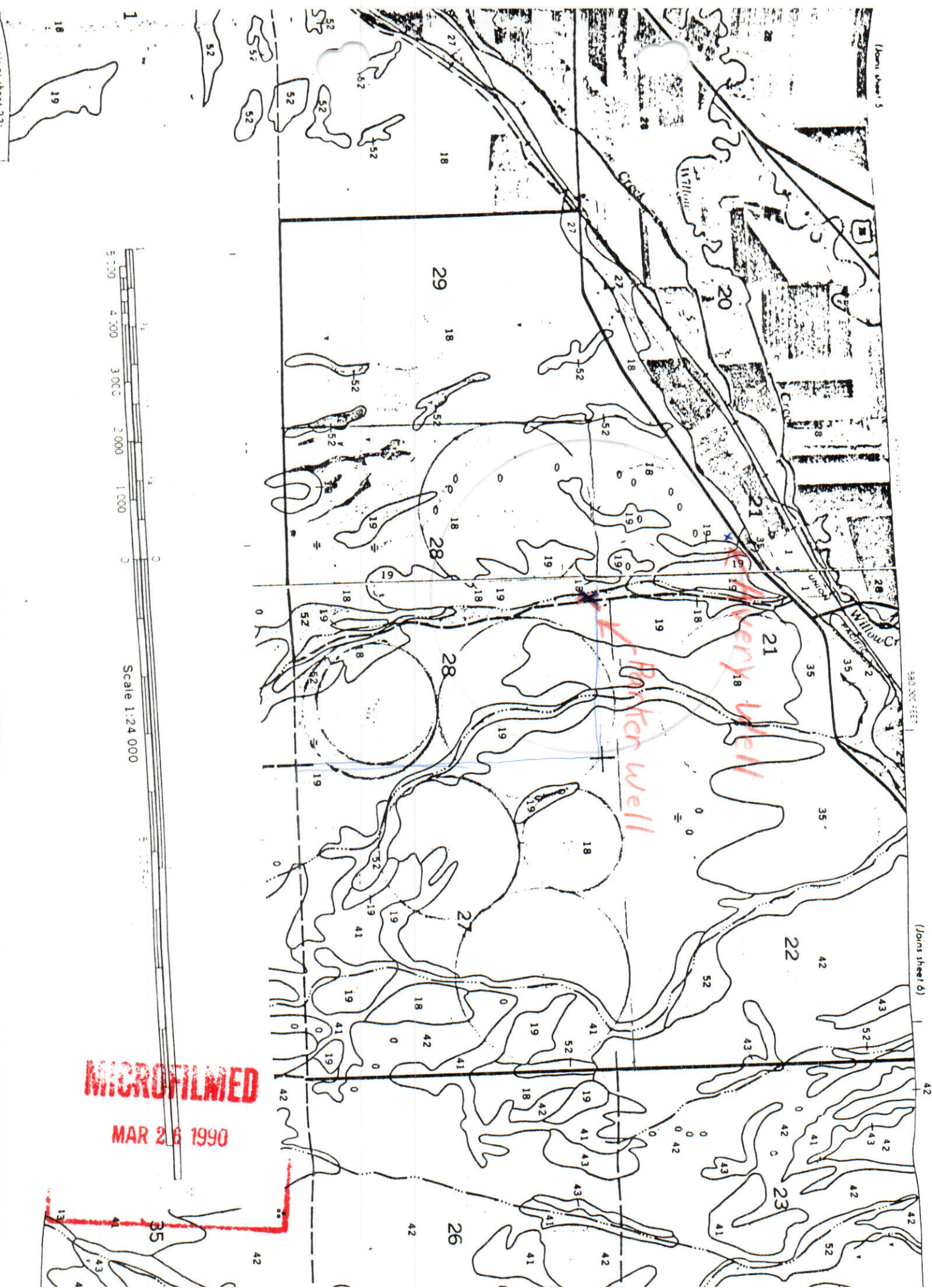


RECEIVED

APR 12 1995

25-7546

EXHIBIT A



MICROFILMED

MAR 26 1990

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 25-07546

Priority: November 2, 1989

Maximum Diversion Rate:

6.62 CFS

Maximum Diversion Volume:

1696.0 AF

This is to certify, that JERRY L PARKER

PO BOX 358

RIRIE ID 83443

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated November 2, 1989; and has submitted Proof of Beneficial Use on August 29, 1990. An examination indicates that the works have a diversion capacity of 6.620 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	6.62 CFS	1696.0 AF

LOCATION OF POINT(S) OF DIVERSION:

NENW , Sec. 28, Township 03N, Range 39E
BONNEVILLE 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>
03N	39E	21	SWSE 8	SESE 15.5		23.5
		22	SWSW 1			1
		27	NWNW 15.5	SWNW 8	NWSW 13	
			SWSW 9			45.5
		28	NENE 40	NWNE 34	SWNE 19	
			SENE 36	NENW 29	NWNW 26	
			SWNW 33	SESW 37	NESW 1	
			NWSW 1	NESE 40	NWSE 14.5	
			SWSE 9.5	SESE 34		354

Total number of acres irrigated: 424

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right 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 must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

APR 12 1995

State of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 25-07546

CONDITIONS/REMARKS:

5. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
6. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
7. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.

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 4TH
day of April, 1995.

Acting:


R. Keith Higginson, Director

APR 12 1995

RECEIVED
Form 217
8/89

For Office Use Only
Amt. of Fee \$ 300.00
Date 29 Aug 1990
Receipt No. E015183
Received by KCW

AUG 29 1990

STATE OF IDAHO

Department of Water Resources
Eastern District Office

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

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

Permit No. 25-7546 Telephone No. 538-7242

Name(s) of Permit Holder(s): Jerry L. Parker

Post Office Address: P.O. Box 358 Idaho 83443

Source of Water: Groundwater

If ground water, well driller's name: Lamar Barrus Date drilled: 1 May 1990

Extent of Use:
Domestic _____ (No. of households) Irrigation 491 (No. of acres)
Stockwater _____ (No. and type of stock) Other _____

Total rate and/or volume for which proof is submitted 9.0 cfs _____ acre/feet

Show date water was first diverted and beneficially used under this permit: May 20, 1990

One of the following may be a condition of approval of your permit:

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

OR

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

Fee Enclosed: \$ 300.00 (See License Examination Fee Schedule)

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

Name Same as Above Telephone No. _____

Address _____

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.

MICROFILMED

DEC 17 1990

29 Aug 1990
Date

Jerry L. Parker
Signature (and title if on behalf of a company or organization)

APPROVED

State of Idaho
Department of Water Resources

RECEIVED

FEB 23 1995

Department of Water Resources

APPLICATION FOR AMENDMENT

(For Licensing Purposes)

WATER RIGHT NO. 25-07546

Date of Priority: November 2, 1989

Maximum Diversion Rate: 6.62 CFS
Maximum Diversion Volume: 1696.0 AF

Comes now

JERRY L PARKER

PO BOX 358

RIRIE ID 83443

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. 25-07546, 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	6.62 CFS	1696.0 AF

LOCATION OF POINT(S) OF DIVERSION:

NENW , Sec. 28, Township 03N, Range 39E
BONNEVILLE 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>
03N	39E	21	SWSE 8	SESE 15.5		23.5
		22	SWSW 1			1
		27	NWNW 15.5	SWNW 8	NWSW 13	45.5
			SWSW 9			
		28	NENE 40	NWNE 34	SWNE 19	
			SENE 36	NENW 29	NWNW 26	
			SWNW 33	SENE 37	NESW 1	
			NWSW 1	NESE 40	NWSE 14.5	
			SWSE 9.5	SESE 34		354

Total number of acres irrigated: 424

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 Ririe Id, this 21 day of February, 1995.

APR 12 1995

Jerry L Parker
(Signature)

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 25-07546

FOR DEPARTMENT USE ONLY

Preliminary check by SWK Fee = \$50.00 Received by Rita # C032249 Date 3/1/95
~~3/8/95~~

ACTION OF THE DEPARTMENT OF WATER RESOURCES

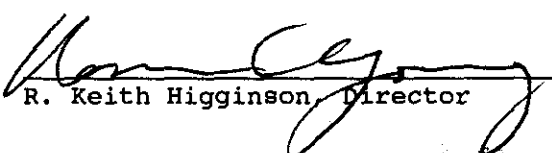
I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 25-07546 with the following;

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right 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 must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
6. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
7. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.

Witness my hand this 4TH day of April, 19 95.

Acting for


R. Keith Higginson, Director

WR 12/895

State of Idaho
Department of Water Resources
Permit To Appropriate Water

NO. 25-07546

Proposed Priority: November 2, 1989 Maximum Diversion Rate: 9.00 CFS
This is to certify, that **JERRY L. PARKER**
P.O. BOX 358
RIRIE, ID 83443
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	9.00 CFS

LOCATION OF POINT(S) OF DIVERSION: NENW Sec. 28, Township 03N, Range 39E
BONNEVILLE 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>
03N	39E	21	SWSE 12	SESE 18		30
		22	SWSW 4			4
		27	NWNW 16	SWNW 5	NWSW 14	
			SWSW 5			40
		28	NENE 40	NWNE 40	SWNE 27	
			SENE 37	NENW 37	NWNW 37	
			SWNW 37	SENE 37	NESE 40	
			NWSE 30	SWSE 25	SESE 30	417

Total number of acres irrigated: 491

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before April 1, 1992.
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. The right to the use of water acquired under this permit shall not give rise to any right or claim against the holder of a senior right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
5. The Director retains jurisdiction of the permit and any license subsequently issued to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
6. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
7. The issuance of this permit in no way grants any right-of-way or easement across the land of another.

MICROFILMED

MAR 26 1990

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

NO. 25-07546

CONDITIONS/REMARKS:

8. Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.
9. 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.

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

19th day of March, 1990.

R. Keith Higginson
for R. Keith Higginson, Director

MICROFILMED

MAR 26 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Jerry L. Parker Phone (208) 538-7242
Post office address P.O. Box 358 Ririe Idaho 83443
2. Source of water supply Groundwater which is a tributary of _____
3. Location of point of diversion is _____ 1/4 of NE 1/4 of NW 1/4, Govt. Lot _____
Sec. 28 Township 3N Range 39E B.M. Bonneville County; additional
points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 9.0 for Irrigation purposes from 4/1 to 11/1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (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) 9.0 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc. well pump mainline to
three center pivots
 - 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 20 inches; proposed depth of well is 400 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 beneficial use is
2 years (minimum 1 year).

RECORDED

MAR 26 1985

8. Description of proposed uses (if irrigation only, go to item 9):

- Hydropower; show total feet of head and proposed capacity in KW. _____
- Stockwatering; list number and kind of livestock. _____
- Municipal; show name of municipality. _____
- Domestic; show number of households. _____
- Other; describe fully. _____

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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	
3N	39E	21															12	18	30
		22											4						4
		27						16	5			14	5						40
		28	40	40	27	37	37	37	37	37					40	30	25	30	417

Total number of acres to be irrigated 491

10. Describe any other water rights used for the same purposes as described above. NONE

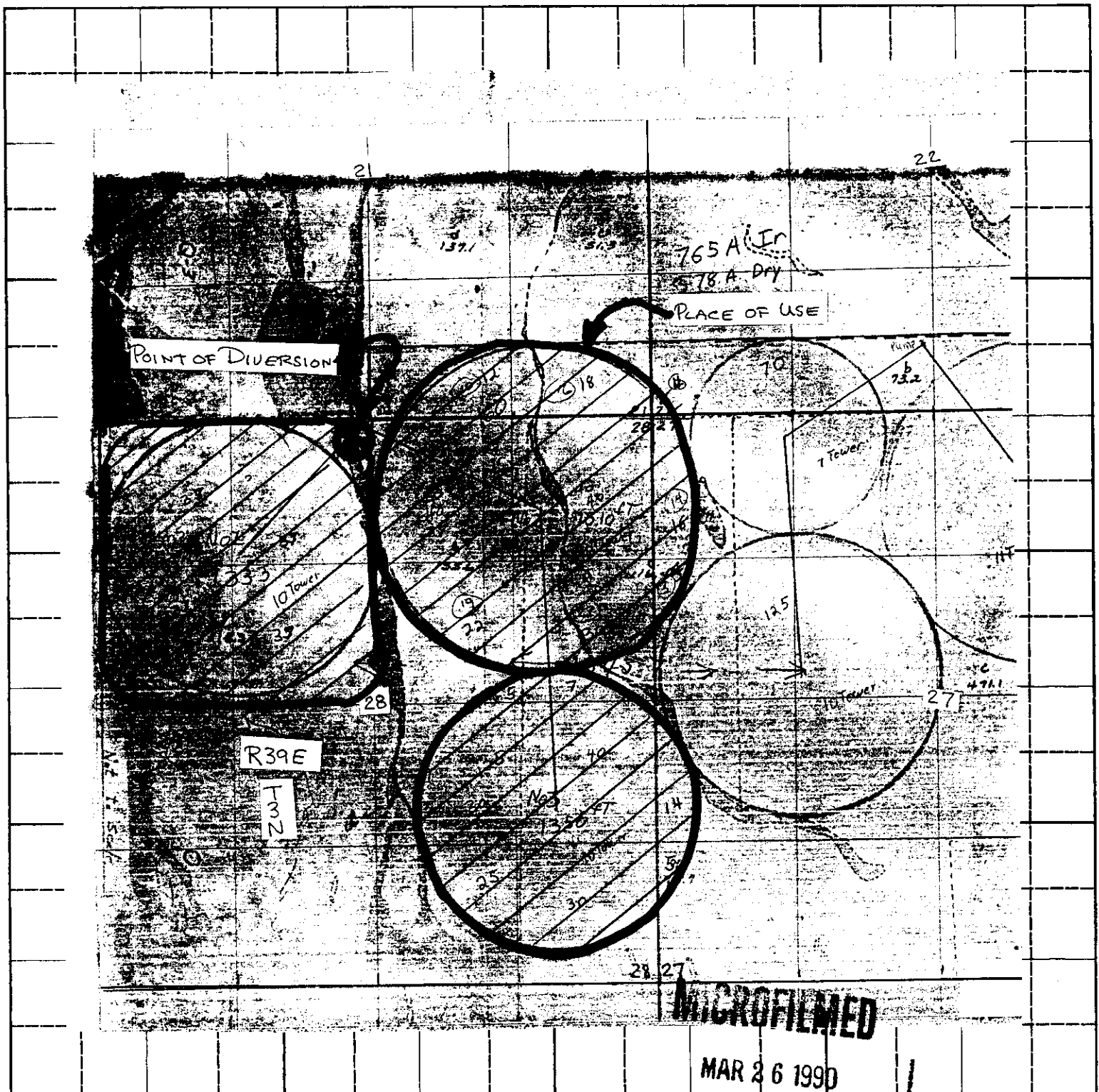
- Who owns the property at the point of diversion? Leo Parker
- Who owns the land to be irrigated or place of use? Leo Parker
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Applicant has purchase agreement with his father

12. Remarks: _____

RECORDED

MAR 26 1941

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



Scale: 2 inches equal 1 mile.

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

Jerry L Parker
(Applicant)

Received by Kcw Date 11/2/89 Time 1413 Preliminary check by _____
Fee \$ 205⁰⁰ Received by Kcw # E011097 Date 11/2/1989
Publication prepared by RB Date 2-1-8-90 Published in Last-Register
Publication approved aw Date 2-20-90

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:

MICROFILMED

MAR 26 1990



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

January 13, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ZIONS BANK
500 FIFTH STREET
AMES, IOWA 50010-6065

Re: Loan 397245 Jerry Parker

Dear Gale;

This letter is to confirm that your letter of January 7, 1998 has been placed in license file 25-07546. The department acknowledges your request but unfortunately we cannot guarantee that you will be contacted of any material changes which materially affects Zions First National Bank's security interest.

If there are any questions on this matter let me know.

Sincerely,

Jim Johnson, Manager
Water Permits Section

ZIONS BANK

Zions Agricultural Finance

500 Fifth Street

RECEIVED

JAN 12 1998

Ames, Iowa 50010-6065
Facsimile: (515) 232-3002
Telephone: (515) 232-7310
(800) 641-9619

January 7, 1998

Department of Water Resources

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jim Johnson
Water Rights Supervisor
Idaho Department of Water Resources
1301 N. Orchard Street
Boise, Idaho 83706

Dear Mr. Johnson:

Re: Loan 397245 to Jerry L. Parker, et ux. - Bonneville County, Idaho

This letter is given to notify the Department of Water Resources that Jerry L. Parker and Cyndee Parker of Ririe, Idaho, have executed a Mortgage (see attached copy) in favor of ZIONS FIRST NATIONAL BANK covering certain land in Bonneville County, Idaho, together with all their right to the licenses, permits and/or leases set out in Exhibit "C" of the enclosed copy of the recorded Mortgage.

Our security interest is in all licenses, permits and/or leases for water rights pertaining to the real property listed in Exhibit "A" of the enclosed copy of the recorded Mortgage. Please file this notice and copy of the Mortgage with your records of the above referenced water rights, and direct notification of any intended change which materially affects Zions First National Bank's security interest to the address noted above.

This interest is to be continuous until notification is given by Zions First National Bank in writing of any changes or release.

Very truly yours,



Gale L. Brice
Loan Documentation Supervisor

glb
Enc.

cc: Mr. and Mrs. Jerry L. Parker
Mr. Michael J. Evans (via FAX transmission)

RECEIVED
JAN 10 1998

COPY

RECEIVED

RECORDATION REQUESTED BY:

Zions First National Bank
Zions Agricultural Finance, Ames, Iowa Office
P.O. Box 26416
Salt Lake City, UT 84123

WHEN RECORDED MAIL TO:

ZIONS AGRICULTURAL FINANCE
500 FIFTH STREET
AMES, IA 50010-6065

SEND TAX NOTICES TO:

JERRY L. PARKER and CYNDEE PARKER
P.O. BOX 358
RIRIE, ID 83443

JAN 12 1998

945317
Department of Water Resources

945317
6-26-97
300
12383-43
33
Request of
Deputy

BONNEVILLE COUNTY
RECORDER

'97 JUN 26 PM 4 48

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 16, 1997, between JERRY L. PARKER and CYNDEE PARKER, husband and wife, whose address is P.O. BOX 358, RIRIE, ID 83443 (referred to below as "Grantor"); and Zions First National Bank, whose address is Zions Agricultural Finance, Ames, Iowa Office, P.O. Box 26416, Salt Lake City, UT 84126 (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, located in BONNEVILLE County, State of Idaho (the "Real Property"):

Real estate located in the COUNTY OF BONNEVILLE, STATE OF IDAHO, described in Exhibit "A" attached hereto and incorporated herein by reference just as if it had been fully set forth in this Mortgage or Deed of Trust.

In addition to the above described real estate, it is agreed that this Mortgage or Deed of Trust shall specifically create a first lien in favor of Lender on the irrigation equipment listed in Exhibit "B" and the water rights listed in Exhibit "C" attached hereto and incorporated herein by reference just as if they had been fully set forth in this Mortgage or Deed of Trust.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all 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.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means JERRY L. PARKER and CYNDEE PARKER. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation 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 and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Zions First National Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated June 16, 1997, in the original principal amount of [redacted] 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 July 1, 2012.

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 property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

L-39836

FROM AMERICAN TITLE CO.

Utah Title & Mortgage Co. 83443

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. 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 in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from 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.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in 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 to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) 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 waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) 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 waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. 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 waste and hazardous substances. Grantor hereby (a) releases and 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 (b) 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), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. 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 its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the 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 nor 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.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a 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 all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following 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 at any time become 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 for the full unpaid principal balance of 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 its election, 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 hereunder. 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 prepay 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.

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.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, 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 (i) the term of any applicable insurance policy or (ii) 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. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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 comply with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

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.

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 as may be requested by it from time to time to permit such participation.

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: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) 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 (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) 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 or other personal property, 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 assemble the Personal 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.

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 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 re-recorded, 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 (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) 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 agreed to the contrary by Lender 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.

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Mortgage upon the following conditions: Lender will receive written requests for consideration of partial collateral releases. Approval will be subject to Lender's credit and collateral underwriting standards. A prepayment penalty may exist.

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.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on 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.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

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

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

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, 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.

Foreclosure, Forfeiture, etc. 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 of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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 of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. 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 the 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.

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 fifteen (15) days; or (b) if the cure requires more than fifteen (15) 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 any Event of Default and at any time thereafter but subject to any limitation in the Note or any limitation in this Mortgage, Lender, at its 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.

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 nonjudicial 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 (a) pay a reasonable rental for the use of the Property, or (b) 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.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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 reasonable attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender 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 from the date of expenditure until repaid at the rate provided for in the Note. 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 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 TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses 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. 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. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MORTGAGE
(Continued)

Page 3

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.

GOVERNING LAW. This Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

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.

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.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the 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.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is 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 any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. 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 any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Jerry L. Parker
JERRY L. PARKER

x Cyndee Parker
CYNDEE PARKER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Bonneville

On this 23 day of January, in the year 19 97, before me The undersigned, a notary public in and for the State of Idaho, personally appeared JERRY L. PARKER and CYNDEE PARKER, known or identified to me (or proved to me on the oath of me) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Antonia M. [Signature]
Notary Public for Idaho
My commission expires 12-19-97

Residing at STATE OF IDAHO
County of Bonneville

I hereby certify that this instrument is a full, true and correct copy of the original thereof, on file in my office.

Dated 12-19-97

RONALD LONGMORE
Clerk of the District Court and
Ex-Officio Recorder

Deputy

EXHIBIT "A"

Real estate located in the County of Bonneville and State of Idaho, to-wit:

TRACT 1

TOWNSHIP 3 NORTH, RANGE 39, East of the Boise Meridian, Bonneville County, Idaho:

SECTION 21: The South 43 rods of the Southeast Quarter

SECTION 22: The South 43 rods

SECTION 27: All

SECTION 28: All

SECTION 33: SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 2 NORTH, RANGE 39, East of the Boise Meridian, Bonneville County, Idaho:

SECTION 4: E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

TRACT 2

TOWNSHIP 2 NORTH, RANGE 39, East of the Boise Meridian, Bonneville County, Idaho:

SECTION 3: W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ less the West 68 rods

JLP
LP

EXHIBIT "B"

IRRIGATION EQUIPMENT

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such Property, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

400 hp U. S. motor with Aurora Verti-Line Turbine
75 hp U.S motor with Aurora Verti-line Turbine
100 hp U.S motor with Aurora Verti-Line Turbine
50 hp U. S. motor with Aurora Verti-Line Turbine

500 hp U.S. motor with Aurora Verti-Line Turbine pump
125 hp U.S motor with Aurora Verti-line Turbine pump
100 hp U.S motor with Aurora Verti-Line Turbine pump
75 hp U. S. motor with Aurora Verti-Line Turbine pump
20 hp U.S. motor with Tech turbine pump.

20,000 feet of PVC mainline with 8" to 12" diameter
(2) Valley Pivots, Model 6000 each 1,335' long
(1) Valley Pivot, Model 6000 1,553' long
(1) Lockwood Pivot 1,310' long

PIVOTS:

(1) Valley Pivot Model 6000 886' long
(1) Valley Pivot Model 6000 1,517' long
(1) Valley Pivot Model 6000 1,462' long

Other Equipment:

All air and humidity equipment including plenum pipe, electrical and control panels associated with the potato cellar.

JLB
ED

EXHIBIT "C"

WATER RIGHTS

All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Grantor to use water for any purpose upon the Real Property. The above includes, but is not limited to, Water Right License No. 25-07546, and Permit to Appropriate Water No. 25-07545, copies of which are attached hereto and incorporated herein by reference.

JLD
BO

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 25-07546

Priority: November 2, 1989

Maximum Diversion Rate:

6.62 CFS

Maximum Diversion Volume:

1696.0 AF

This is to certify, that JERRY L PARKER

PO BOX 358

RIRIE ID 83443

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated November 2, 1989; and has submitted Proof of Beneficial Use on August 29, 1990. An examination indicates that the works have a diversion capacity of 6.620 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	6.62 CFS	1696.0 AF

LOCATION OF POINT(S) OF DIVERSION:

NENW, Sec. 28, Township 03N, Range 39E
BONNEVILLE County

PLACE OF USE: IRRIGATION

<u>TWN-RGE-SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
03N-39E 21	SWSE 8	SESE 15.5		23.5
22	SWSW 1			1
27	NWNW 15.5	SWNW 8	NWSW 13	45.5
	SWSW 9			
28	NENE 40	NWNE 34	SWNE 19	
	SENE 36	NENW 29	NWNW 26	
	SWNW 33	SENE 37	NESW 1	
	NWSW 1	NESE 40	NWSE 14.5	
	SWSE 9.5	SESE 34		354

Total number of acres irrigated: 424

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right 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 must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

JLP
EQ

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 25-07545

Proposed Priority: November 2, 1989 Maximum Diversion Rate: 7.54 CFS

This is to certify, that JERRY L. PARKER
P.O. BOX 358
RIRIE, ID 83443

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	7.54 CFS

LOCATION OF POINT(S) OF DIVERSION: SESW Sec. 22, Township 03N, Range 39E
BONNEVILLE 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>
03N	39E	22	SWSW 15	SESW 15	SWSE 20	60
		27	SESE 10	NWNE 40	SWNE 35	
			NENE 35	NENW 38	NWNW 24	317
			SENE 20	SESW 40	NESW 25	
			SWNW 35			
			NWSW 25			
Total number of acres irrigated:						377

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before July 1, 1993.
2. Subject to all prior water rights.
3. The right to the use of water acquired under this permit shall not give rise to any right or claim against the holder of a senior right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
4. The Director retains jurisdiction of the permit and any license subsequently issued to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
5. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
7. The issuance of this permit in no way grants any right-of-way or easement across the land of another.
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.

JLD
CO



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

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 6, 1995

JERRY L PARKER
PO BOX 358
RIRIE ID 83443

RE: WATER RIGHT NO. 25-07546

Dear Water Right Holder(s):

Enclosed is a copy of the Water Right License issued on the above referenced permit along with a copy of your approved Application for Amendment.

Should you have any questions regarding these documents, please contact me.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SK:rl

Enclosure

APR 12 1995



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

February 23, 1995

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

JERRY L PARKER
PO BOX 358
RIRIE ID 83443

RE: WATER RIGHT NO. 25-07546

Dear Water Right Holder(s):

We received the signed licensing amendment for the above referenced permit; however, the \$50.00 filing fee for the amendment was not enclosed. For your reference, I will enclose a copy of the original amendment notice letter.

Please return the \$50.00 fee within 14 days to prevent any further undue delay in licensing this permit. Please send the check to my attention to help expedite the process.

Thank you for your assistance and if you have any questions, please contact me. 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

SWK:rl

Enclosure

APR 12 1995



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

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

February 7, 1995

JERRY L PARKER
PO BOX 358
RIRIE ID 83443

RE: WATER RIGHT NO. 25-07546

Dear Water Right 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 correspond with the findings of the Department's field examiner.

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 with the \$50.00 filing fee within 14 days.

The last page of the Application for Amendment form contains a list of CONDITIONS/REMARKS proposed for the license when it is issued. These conditions/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,

Shelley W. Keen
Water Rights Supervisor

SK:rl

Enclosure

LICENSE REVIEW CHECKLIST



PERMIT NO. 25-07546 DATE 2-3-95

NAME	Yes <u> </u> No <u>✓</u>	Or Address Change? <u> </u>
PRIORITY DATE	<u> </u> <u>✓</u>	Advance? <u> </u> Advanced to: <u> </u> Order to reinstate needed? <u> </u> Incorrect fee for rate recommended? <u>NO</u>
SOURCE	<u> </u> <u>✓</u>	Changes or just clarification of originally intended source? <u> </u> Notice of Intent to Void necessary? <u> </u>
POINT OF DIV	<u> </u> <u>✓</u>	Amendment needed? <u> </u> <u> </u> <u>✓</u> Overlaps? <u> </u>
PLACE OF USE	<u>✓</u> <u> </u>	Amendment needed? <u> </u> <u> </u> <u>✓</u> Overlaps? <u> </u>
DIV RATE	<u> </u> <u>✓</u>	Permit/fee limits: <u>9CFS</u> <u>r-without boosters</u> Meas Q = <u>6.62</u> Theo Q = <u>6.33</u> Recommend: <u>6.62</u> <u>625 HP x .7 x 8.3</u> <u>358 + (2.31 x 60) = 7.75 CFS</u> <u>424 x .02 = 8.48</u> <u>6.62 ÷ 424 acres = .015 per acre</u> Combined rates exceed capacity <u> </u>
ANNUAL VOLUME	<u> </u> <u>✓</u>	Volume Limit: <u> </u> Season: <u>4.0 (4-1 to 10-31)</u> <u>(NEW)</u> Calculations: <u>424 x 4 = 1696</u> Flow limit: <u> </u> cfs x <u> </u> x 1.9835 = <u> </u> Combined volumes exceed capacity/allowable <u> </u>
USES	<u> </u> <u>✓</u>	Change in Nature of Use or additional uses? <u> </u> Amendment necessary? <u> </u>
REMARKS	<u> </u> <u>✓</u>	Multiple p/d(s) in ¼ ¼? <u> </u> <u> </u> <u>✓</u> Other <u> </u>
CONDITIONS	<u> </u> <u>✓</u>	Measuring/Locking Devices <u> </u> <u> </u> <u>✓</u> Watermaster control - District <u> </u> <u>R31</u> <u> </u> <u>✓</u> Irrigation Overlap <u> </u> <u> </u> <u>✓</u> Water Quality <u> </u> <u> </u> <u>✓</u> Other <u>043 049</u> Heat/Cool/ Fish verified <u> </u> <u>NON-TRUST</u>

COMMENTS: Reduce acres and rate.
Amend P/U

RECOMMENDED	CFS	VOL	SRBA Claim Filed	<u>NO</u>
<u>Irrigation</u>	<u>6.62</u>	<u>1696</u>	Adjustment Memo Needed	<u>YES</u>
			LICENSE	
			1ST AMENDMENT LETTER	<u>P41 + P38 + SO</u>
			FINAL AMENDMENT LETTER	<u>P42</u>

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JAN 25 1994

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 25-1546

1. Owner: Jerry L. Parker Phone No. 538-7242

Current Address: PO Box 358, Tiric Idaho

2. Accompanied by: Jerry L. Parker EXAM DATE: 07-01-1991

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with the same place of use: NONE

2. Other water rights with the same point of diversion: NONE

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		NE	NE	NW	28	3N	39E	Bonneville	Onsite, USGS Quadrangle

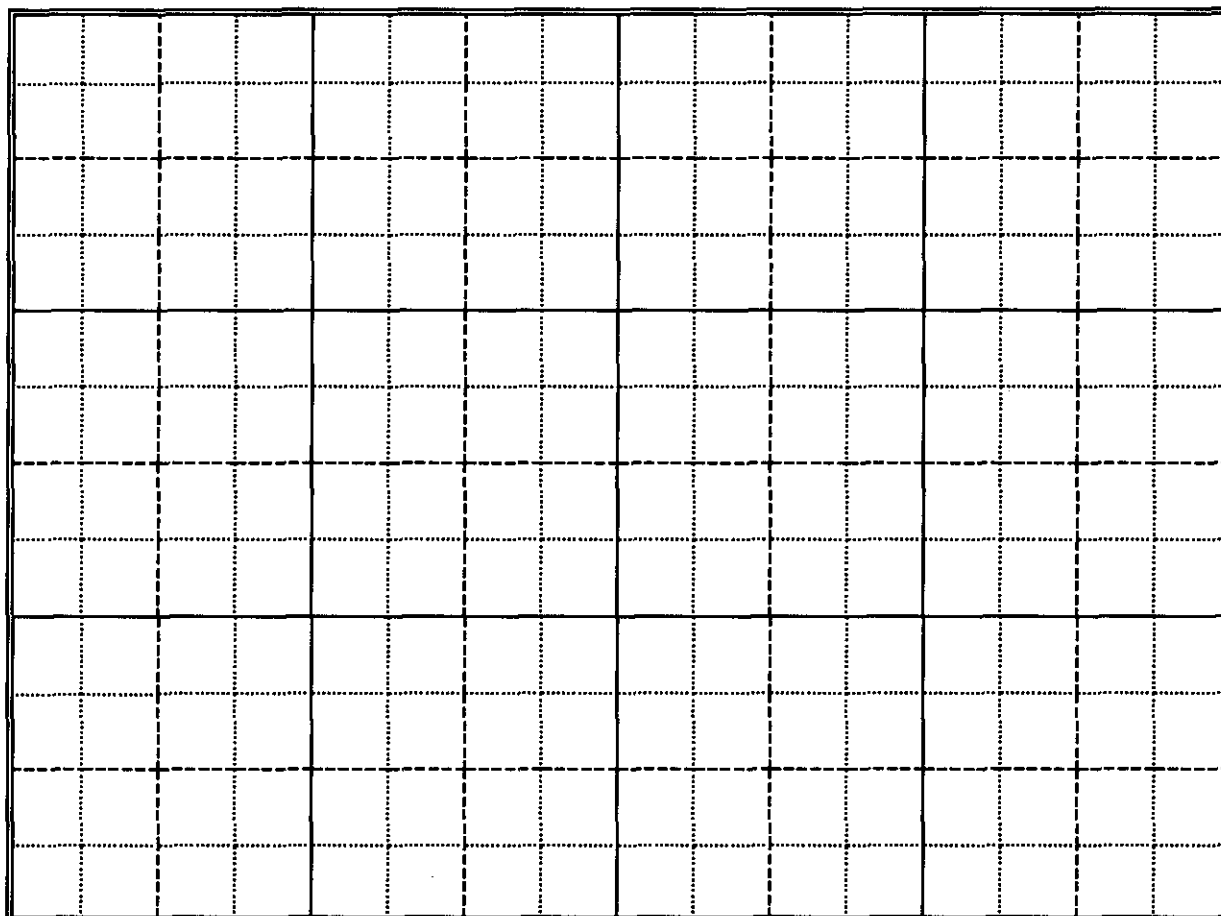
2. Place(s) of Use:

Indicate Method of Determination On Site, USGS Topo

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	39E	21															8	15.5	23.5
		22												1					1
		27						15.5	8			15	9						45.5
		28	40	34	19	26	29	26	33	37	1	1			40	14.5	9.5	34	354
Total																			424

* See attached adjustment memo. *JP*

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe I.D. as applicable. *See attached sheet*



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

*Currently photo not available
Aerial*

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Well	US Motors	400	9538 T03S268 R107R-3	Vertiline	12"
Booster #1	US Motors	50	6231 S04S030 R030R-2	Vertiline	8"
Booster #2	US Motors	100	9983 T029270R0 58R-4	Vertiline	8"

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

Booster #3 US Motors 75 6327 T01S277R Vertiline 8"
086R-14

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Cox-Hall		Cox				
Pressure gage					0-30 psi	

2. **Measurements:** *pressure measurements, pump 19.5 psig installed gauge 12.5 psig test gauge
booster 1.83.0 psig
booster 2.89.5 psig
3.144 psig - possible gage error*

10/12/05

E. NARRATIVE/REMARKS/COMMENTS

1. 3 pivots, #1 1335 feet; #2 1553 feet, #3 1299 pivot

2. field exam was completed by Alan W. Paris

3. P.U. needs to be amended to reflect irrigation in the NE 1/4 SW 1/4 & NW 1/4 SW 1/4 section 28.



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

APR 12 1995

F. FLOW CALCULATIONS

1 Additional Computation Sheets Attached

Measured Method:

Cox Hall meter: 6.62 cfs

$$\text{Theoretical} = \frac{HP \cdot 8.814 \cdot E}{Pd + (PSI \times 2.308)^2} = \frac{400 \cdot 8.814 \cdot .7}{358 + (12.5 \times 2.308)^2} = 6.38 \text{ cfs}$$

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = (424 \text{ Acres}) (4 \text{ Aft/A}) = 1696 \text{ A/c}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 6.62 \text{ cfs} \cdot 24 \cdot 1.9835 = 2809.98$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 1696 \text{ A/c}$$

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	1 April	1 Nov	6.62 cfs	1696
Totals:			6.62	1696

2. Recommended Amendments

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

I. AUTHENTICATION

Field Examiner's Name Alan W Paris Date 7/1/91

Reviewer KEITH C. WILSON Date 20 Jan 95

RECEIVED
 APR 12 1995

MEMORANDUM

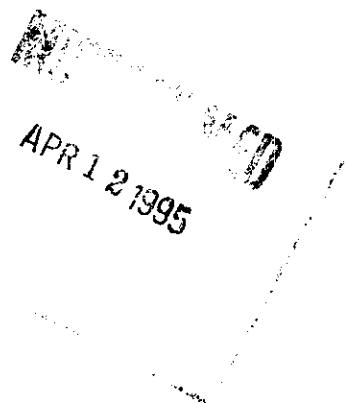
TO: File 25-07546 / Jerry L. Parker
FROM: Brenda Chapman
DATE: February 3, 1995
RE: Recommendation Adjustment(s)

=====

The final licensing recommendations for the above referenced water right are based on the information below:

C. DIVERSION AND DELIVERY SYSTEM

2. Place of Use: The one acre irrigated in Section 22 is in the SWSW $\frac{1}{4}$ rather than the SESW $\frac{1}{4}$.



State of Idaho
DEPARTMENT OF WATER RESOURCES
Cox/Hall Meter Flow Calculations

DATE: 06/27/91

PERMIT # 25-7546

MANOMETER READING INCHES OF WATER TO COX/HALLS METER - Vh

COX/HALL
METER #

SYSTEM NAME/NUMBER Heritage Farms
Jerry L Panker

MEASURED INSIDE PIPE DIAMETER IN INCHES (ID)

Circumference in Inches = 38.0" CIR

Thickness in Inches = .125 T

ID = (0.3183 X CIR) - (2 T) = 11.84 ID

DIFFERENTIAL PRESSURE READING IN INCHES OF H2O

(50.00) - (20.45) = 29.55 H

(49.85) - (19.25) = 30.60 H

(49.90) - (20.50) = 29.40 H

(49.92) - (20.07) = 29.85 H

High reading - Low Reading

DETERMINE Vh FROM CHART USING (H): 27.0 Vh

(Example H = 12.3, Vh = 16.9)

CALCULATION OF FLOW IN CFS:

Q cfs = [(π /4) X (id)² X Vh] / 448.8

(id) (Vh)

Q cfs = [0.78539 (11.84)² (27.0)] / 448.8

Q cfs = 6.6236 cfs

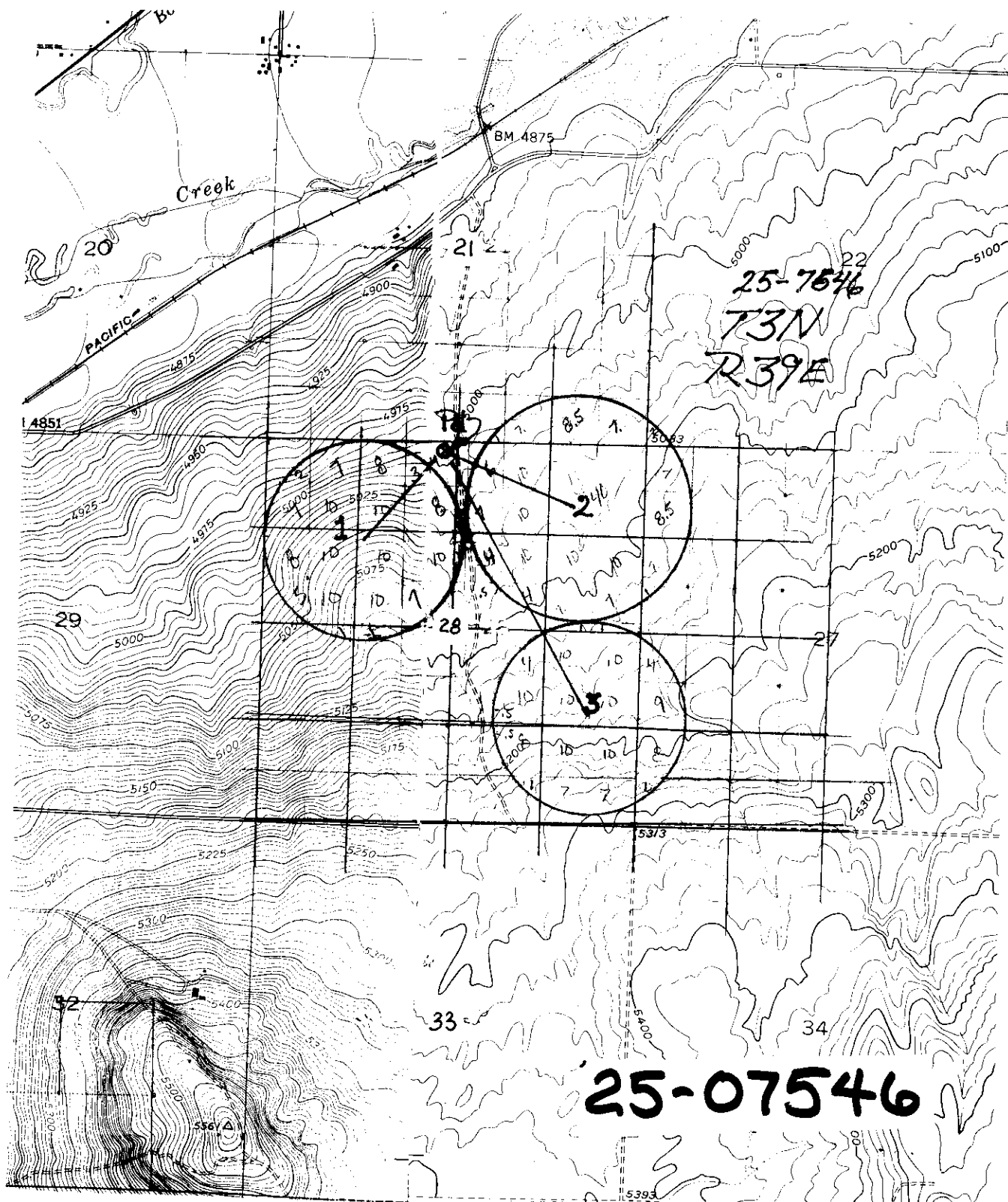
Q cfs = 6.62 cfs

APR 12 1995

Alan V Panker

MEASURED BY

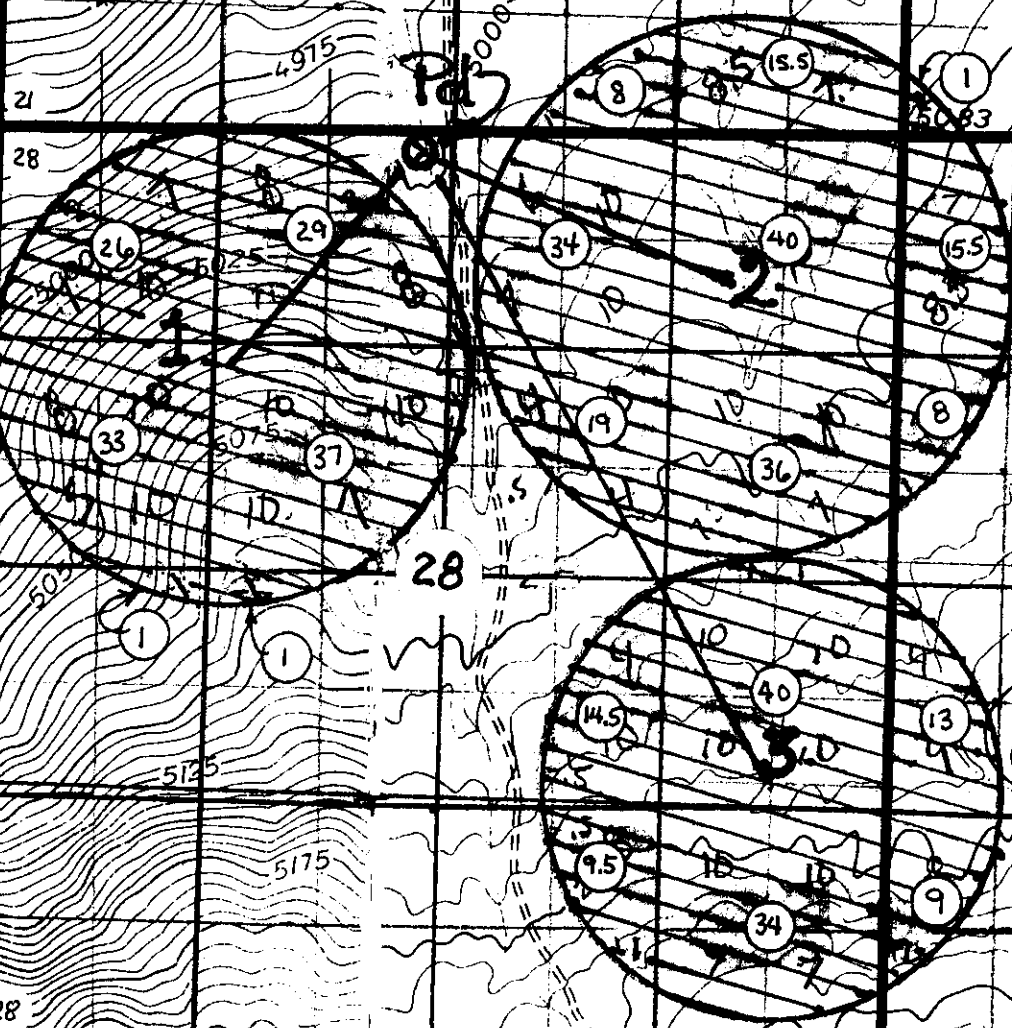
	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
0	0.0	0.8	1.3	1.8	2.2	2.5	2.9	3.3	3.7	4.0
1	4.4	4.8	5.3	5.8	6.2	6.5	6.9	7.3	7.7	8.0
2	8.4	8.8	9.3	9.8	10.2	10.5	10.9	11.3	11.7	12.0
3	12.4	12.8	13.3	13.8	14.2	14.5	14.9	15.3	15.7	16.0
4	16.4	16.8	17.3	17.8	18.2	18.5	18.9	19.3	19.7	20.0
5	20.4	20.8	21.3	21.8	22.2	22.5	22.9	23.3	23.7	24.0
6	24.4	24.8	25.3	25.8	26.2	26.5	26.9	27.3	27.7	28.0
7	28.4	28.8	29.3	29.8	30.2	30.5	30.9	31.3	31.7	32.0
8	32.4	32.8	33.3	33.8	34.2	34.5	34.9	35.3	35.7	36.0
9	36.4	36.8	37.3	37.8	38.2	38.5	38.9	39.3	39.7	40.0
10	40.4	40.8	41.3	41.8	42.2	42.5	42.9	43.3	43.7	44.0
11	44.4	44.8	45.3	45.8	46.2	46.5	46.9	47.3	47.7	48.0
12	48.4	48.8	49.3	49.8	50.2	50.5	50.9	51.3	51.7	52.0
13	52.4	52.8	53.3	53.8	54.2	54.5	54.9	55.3	55.7	56.0
14	56.4	56.8	57.3	57.8	58.2	58.5	58.9	59.3	59.7	60.0
15	60.4	60.8	61.3	61.8	62.2	62.5	62.9	63.3	63.7	64.0
16	64.4	64.8	65.3	65.8	66.2	66.5	66.9	67.3	67.7	68.0
17	68.4	68.8	69.3	69.8	70.2	70.5	70.9	71.3	71.7	72.0
18	72.4	72.8	73.3	73.8	74.2	74.5	74.9	75.3	75.7	76.0
19	76.4	76.8	77.3	77.8	78.2	78.5	78.9	79.3	79.7	80.0
20	80.4	80.8	81.3	81.8	82.2	82.5	82.9	83.3	83.7	84.0
21	84.4	84.8	85.3	85.8	86.2	86.5	86.9	87.3	87.7	88.0
22	88.4	88.8	89.3	89.8	90.2	90.5	90.9	91.3	91.7	92.0
23	92.4	92.8	93.3	93.8	94.2	94.5	94.9	95.3	95.7	96.0
24	96.4	96.8	97.3	97.8	98.2	98.5	98.9	99.3	99.7	100.0
25	100.4	100.8	101.3	101.8	102.2	102.5	102.9	103.3	103.7	104.0
26	104.4	104.8	105.3	105.8	106.2	106.5	106.9	107.3	107.7	108.0
27	108.4	108.8	109.3	109.8	110.2	110.5	110.9	111.3	111.7	112.0
28	112.4	112.8	113.3	113.8	114.2	114.5	114.9	115.3	115.7	116.0
29	116.4	116.8	117.3	117.8	118.2	118.5	118.9	119.3	119.7	120.0
30	120.4	120.8	121.3	121.8	122.2	122.5	122.9	123.3	123.7	124.0
31	124.4	124.8	125.3	125.8	126.2	126.5	126.9	127.3	127.7	128.0
32	128.4	128.8	129.3	129.8	130.2	130.5	130.9	131.3	131.7	132.0
33	132.4	132.8	133.3	133.8	134.2	134.5	134.9	135.3	135.7	136.0
34	136.4	136.8	137.3	137.8	138.2	138.5	138.9	139.3	139.7	140.0
35	140.4	140.8	141.3	141.8	142.2	142.5	142.9	143.3	143.7	144.0
36	144.4	144.8	145.3	145.8	146.2	146.5	146.9	147.3	147.7	148.0
37	148.4	148.8	149.3	149.8	150.2	150.5	150.9	151.3	151.7	152.0
38	152.4	152.8	153.3	153.8	154.2	154.5	154.9	155.3	155.7	156.0
39	156.4	156.8	157.3	157.8	158.2	158.5	158.9	159.3	159.7	160.0
40	160.4	160.8	161.3	161.8	162.2	162.5	162.9	163.3	163.7	164.0
41	164.4	164.8	165.3	165.8	166.2	166.5	166.9	167.3	167.7	168.0
42	168.4	168.8	169.3	169.8	170.2	170.5	170.9	171.3	171.7	172.0
43	172.4	172.8	173.3	173.8	174.2	174.5	174.9	175.3	175.7	176.0
44	176.4	176.8	177.3	177.8	178.2	178.5	178.9	179.3	179.7	180.0
45	180.4	180.8	181.3	181.8	182.2	182.5	182.9	183.3	183.7	184.0
46	184.4	184.8	185.3	185.8	186.2	186.5	186.9	187.3	187.7	188.0
47	188.4	188.8	189.3	189.8	190.2	190.5	190.9	191.3	191.7	192.0
48	192.4	192.8	193.3	193.8	194.2	194.5	194.9	195.3	195.7	196.0
49	196.4	196.8	197.3	197.8	198.2	198.5	198.9	199.3	199.7	200.0
50	200.4	200.8	201.3	201.8	202.2	202.5	202.9	203.3	203.7	204.0
51	204.4	204.8	205.3	205.8	206.2	206.5	206.9	207.3	207.7	208.0
52	208.4	208.8	209.3	209.8	210.2	210.5	210.9	211.3	211.7	212.0
53	212.4	212.8	213.3	213.8	214.2	214.5	214.9	215.3	215.7	216.0
54	216.4	216.8	217.3	217.8	218.2	218.5	218.9	219.3	219.7	220.0
55	220.4	220.8	221.3	221.8	222.2	222.5	222.9	223.3	223.7	224.0
56	224.4	224.8	225.3	225.8	226.2	226.5	226.9	227.3	227.7	228.0
57	228.4	228.8	229.3	229.8	230.2	230.5	230.9	231.3	231.7	232.0
58	232.4	232.8	233.3	233.8	234.2	234.5	234.9	235.3	235.7	236.0
59	236.4	236.8	237.3	237.8	238.2	238.5	238.9	239.3	239.7	240.0
60	240.4	240.8	241.3	241.8	242.2	242.5	242.9	243.3	243.7	244.0
61	244.4	244.8	245.3	245.8	246.2	246.5	246.9	247.3	247.7	248.0
62	248.4	248.8	249.3	249.8	250.2	250.5	250.9	251.3	251.7	252.0
63	252.4	252.8	253.3	253.8	254.2	254.5	254.9	255.3	255.7	256.0
64	256.4	256.8	257.3	257.8	258.2	258.5	258.9	259.3	259.7	260.0
65	260.4	260.8	261.3	261.8	262.2	262.5	262.9	263.3	263.7	264.0
66	264.4	264.8	265.3	265.8	266.2	266.5	266.9	267.3	267.7	268.0
67	268.4	268.8	269.3	269.8	270.2	270.5	270.9	271.3	271.7	272.0
68	272.4	272.8	273.3	273.8	274.2	274.5	274.9	275.3	275.7	276.0
69	276.4	276.8	277.3	277.8	278.2	278.5	278.9	279.3	279.7	280.0
70	280.4	280.8	281.3	281.8	282.2	282.5	282.9	283.3	283.7	284.0
71	284.4	284.8	285.3	285.8	286.2	286.5	286.9	287.3	287.7	288.0
72	288.4	288.8	289.3	289.8	290.2	290.5	290.9	291.3	291.7	292.0
73	292.4	292.8	293.3	293.8	294.2	294.5	294.9	295.3	295.7	296.0
74	296.4	296.8	297.3	297.8	298.2	298.5	298.9	299.3	299.7	300.0
75	300.4	300.8	301.3	301.8	302.2	302.5	302.9	303.3	303.7	304.0
76	304.4	304.8	305.3	305.8	306.2	306.5	306.9	307.3	307.7	308.0
77	308.4	308.8	309.3	309.8	310.2	310.5	310.9	311.3	311.7	312.0
78	312.4	312.8	313.3	313.8	314.2	314.5	314.9	315.3	315.7	316.0
79	316.4	316.8	317.3	317.8	318.2	318.5	318.9	319.3	319.7	320.0
80	320.4	320.8	321.3	321.8	322.2	322.5	322.9	323.3	323.7	324.0
81	324.4	324.8	325.3	325.8	326.2	326.5	326.9	327.3	327.7	328.0
82	328.4	328.8	329.3	329.8	330.2	330.5	330.9	331.3	331.7	332.0
83	332.4	332.8	333.3	333.8	334.2	334.5	334.9	335.3	335.7	336.0



APR 12 1994

BM 4875

25-7546
73N
R39E



25-07546

1995

24.7
CRP

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609-CR

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Point of
Division

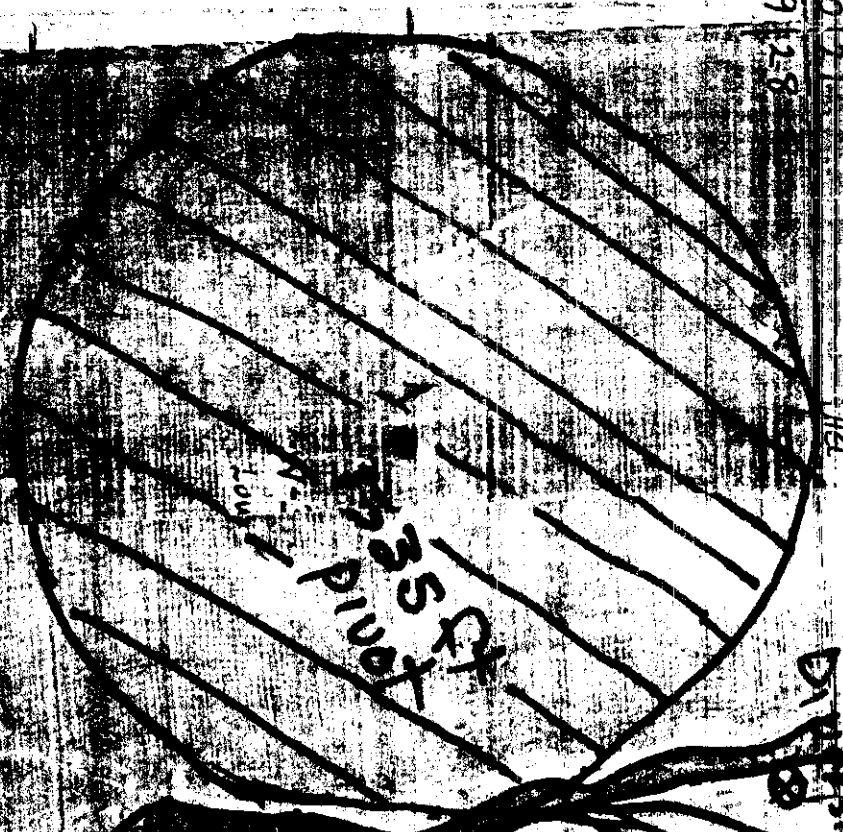
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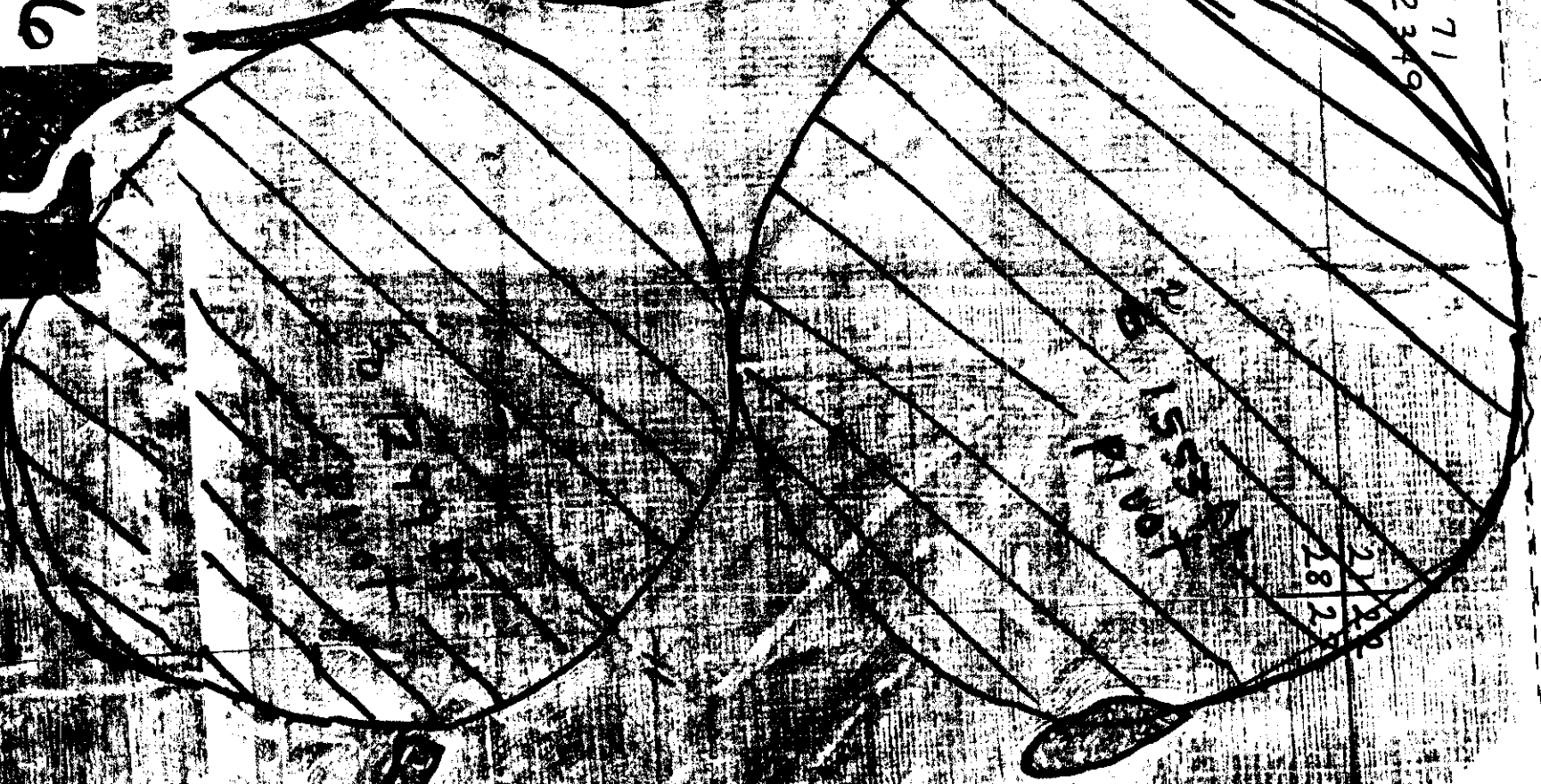


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P1001

Low

R39E
T3N

25-7546



1279

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Department of Water Resources

WELL INSPECTION FORM

If well is associated with water right, provide WR# 25-7546

Otherwise provide legal description and a sketch map and/or address so that the well can be located easily.

1. Legal Description: TWP 3N, Rge 39E, Sec. 28, NE 1/4 NW 1/4
or Lot _____.

2. Owner: Jerry L Parker
Address PO BOX 358, city Ririe, st Id

3. Casing $\geq$ 12 inches above ground: Yes ☒ No _____

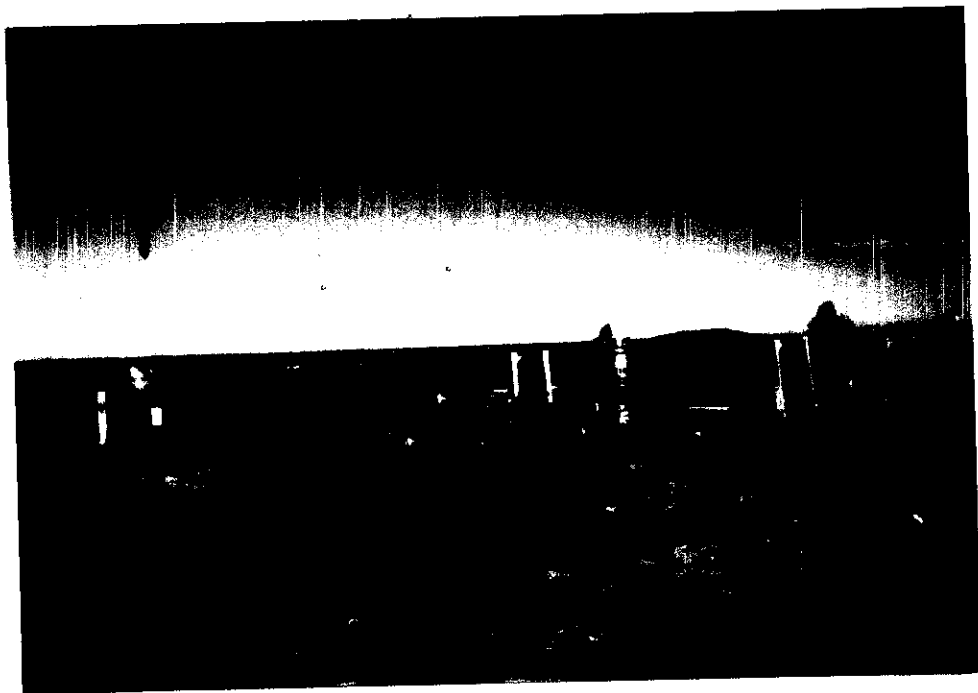
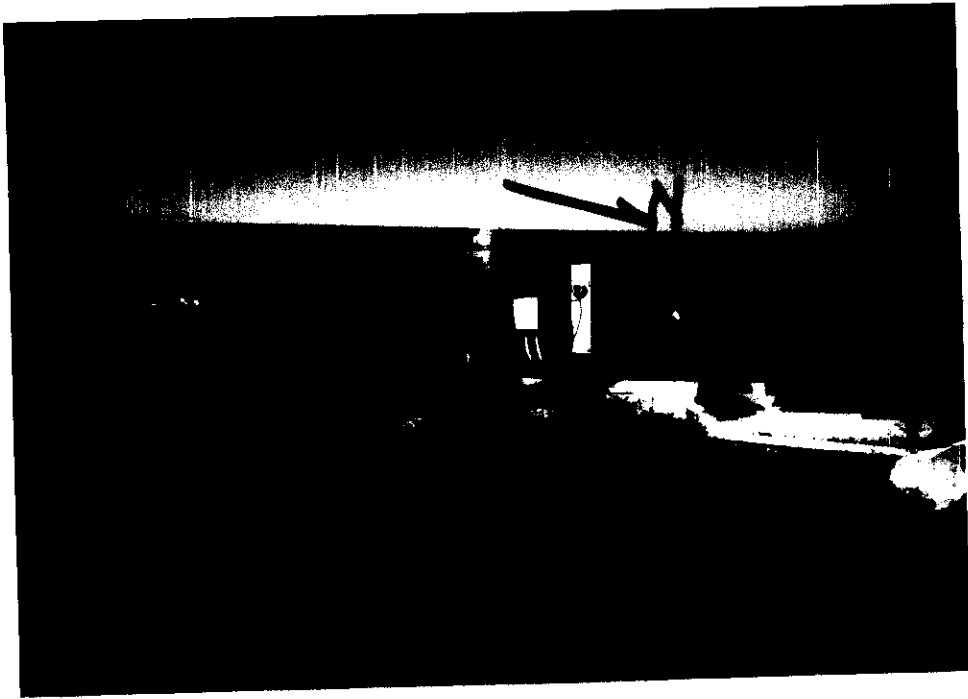
4. Access Port:	Yes _____ No ☒	Static Water Level: <u>unknown</u>
Pressure Gauge:	Yes ☒ No _____	Casing Diameter: <u>20"</u>
Flowing:	Yes _____ No ☒	Temperature: <u>N/A</u>

5. Are there any obvious construction problems that may be a source for contamination or waste of water: Yes _____ No ☒

If answer to Item 5 is Yes, describe in remarks and attach photo.

Remarks: _____

APR 12 1995



APR 12 1995
25-7546

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESUSE TYPEWRITER OR
BALLPOINT PEN

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.

AUG 20 1991

1. WELL OWNER

Name Leo Parker
Address Ririe
Drilling Permit No. 25-90E004-001
Water Right Permit No. 5-7546

7. WATER LEVEL

Static water level 380 feet below land surface.
Flowing? ☐ Yes ☐ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: ☐ Valve ☐ Cap ☐ Plug
Temperature _____ °F. Quality _____
Describe artesian or temperature zones below.

2. NATURE OF WORK

- ☐
- New well
- ☒
- Deepened
- ☐
- Replacement
-
- ☐
- Well diameter increase
-
- ☐
- Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)

8. WELL TEST DATA

☐ Pump ☐ Bailer ☐ Air ☐ Other _____

Discharge G.P.M. Pumping Level Hours Pumped

3. PROPOSED USE

- ☐
- Domestic
- ☒
- Irrigation
- ☐
- Test
- ☐
- Municipal
-
- ☐
- Industrial
- ☐
- Stock
- ☐
- Waste Disposal or Injection
-
- ☐
- Other _____ (specify type)

4. METHOD DRILLED

- ☒
- Rotary
- ☒
- Air
- ☐
- Hydraulic
- ☐
- Reverse rotary
-
- ☐
- Cable
- ☐
- Dug
- ☐
- Other _____

5. WELL CONSTRUCTION

Casing schedule: ☐ Steel ☐ Concrete ☐ Other _____

Thickness	Diameter	From	To
<u>.250</u> inches	<u>20</u> inches	<u>1</u> feet	<u>20</u> feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet

Was casing drive shoe used? ☐ Yes ☒ NoWas a packer or seal used? ☐ Yes ☒ NoPerforated? ☐ Yes ☒ NoHow perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun

Size of perforation _____ inches by _____ inches

Number	From	To
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet

Well screen installed? ☐ Yes ☐ No

Manufacturer's name _____

Type _____ Model No. _____

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____

Placed from _____ feet to _____ feet

Surface seal depth _____ Material used in seal: ☐ Cement grout☐ Bentonite ☐ Puddling clay ☐ _____Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing☐ Overbore to seal depthMethod of joining casing: ☐ Threaded ☐ Welded ☐ Solvent

Weld

☐ Cemented between strata

Describe access port _____

9. LITHOLOGIC LOG

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
18"	280	295	Black Lava		X
	295	305	Broken lava	X	
	305	320	hard lava		
	320	325	Broken lava	X	
	325	335	Hard Lava		
	335	343	Lava Cinders	X	
	343	356	Hard Lava		
	356	365	Lava Cinders	X	
	365	374	Hard Lava		
	374	382	Broken lava	X	
	382	395	Hard Lava		
	395	402	Broken lava	X	
	402	405	Hard Lava		
	405	412	Broken Lava & Cinders	X	
	412	415	Hard Lava		

RECEIVED

AUG 19 1991

Department of Water Resources
Southern Region Office

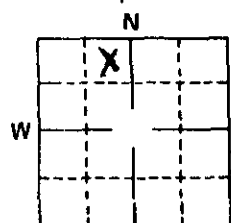
RECEIVED

DEC 23 1991

Department of Water Resources
Eastern District Office

6. LOCATION OF WELL

Sketch map location must agree with written location.

Subdivision Name MED

JUL 08 1992

Lot No. _____ Block No. _____

County BonnevilleNE 1/4 NW 1/4 Sec. 28, T. 3 N. R. 39 W.

10.

Work started April 13, 90 finished April 17, 90

11. DRILLERS CERTIFICATION

I/We certify that all minimum well construction standards were
complied with at the time the rig was removed.Firm Name Gary Vollmer & Sons Firm No. 403Address 3100w CPVR Date _____Signed by (Firm Official) Gary Vollmerand
(Operator) Gary Vollmer

October 10, 1990

JERRY L. PARKER
P.O. BOX 358
RIRIE, ID 83443

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 25-07546

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

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

Sincerely,

Rita Fleck
Secretary/Records Manager

c: IDWR - Region

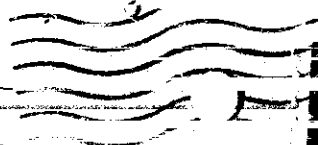
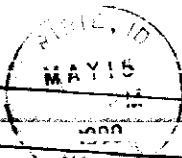
MICROFILMED

DEC 17 1990

Jerry Pa

Box 358

Ririe Id, 83443



RECEIVED

MAY 17 1990

MICROFILMED



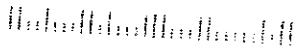
DEC 17 1990

Department of Water Resources

IDAHO DEPARTMENT OF WATER RESOURCES

STATEHOUSE

BOISE, IDAHO 83720



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
COMMENCEMENT OF WORKS

Permit No. P25-07546
Name(s) of Permit Holder(s): Jerry L Parker
Post Office Address: Box 358 Boise Id 83443
Tel. No. 538-7242

☒ I hereby certify that construction or diversion works for the above referenced permit began on 2/5/90. I understand that I must continue to develop the water system with due diligence to maintain a valid permit.

☐ I hereby certify that construction or diverting works on the above referenced project has not yet begun due to the following reason beyond my control*:

*Note: A financing difficulty is not an acceptable reason.

5/15/90
Date

Jerry L Parker
Signature of Permit Holder

S T A T E O F I D A H O
D E P A R T M E N T O F W A T E R R E S O U R C E S

Statehouse
Boise, Idaho 83720
(208) 327-7900
March 19, 1990

JERRY L. PARKER
P.O. BOX 358
RIRIE, ID 83443

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. P25-07546

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.

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 the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

Be sure to note the special condition requiring you to install a measuring device, or a flow measurement port to provide for the installation of measuring equipment by the Department. Enclosed please find a list of measuring device options, and specifications for the installation of the flow measurement port.

MicroFILMED

MAR 26 1990

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you commence construction, no later than one year from the date the permit was approved.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

MICROFILMED

MAR 26 1990

MEMORANDUM

TO: File No. 25-7546
FROM: Gary Spackman *Gary*
DATE: March 1, 1990

RE: Sufficiency of Information Submitted to Satisfy Rule 4,5,3.

I have reviewed the information submitted by the applicant attempting to comply with requirements of Rule 4,5,3. of the Water Appropriation Rules and Regulations. I find that the information submitted satisfies the criteria, and this application should be prepared for approval.

MICROFILMED

MAR 26 1990

24-Jan-1990

Jerry L. Parker
P.O. Box 358
Ririe, ID 83443

RE: Application for Permit No. 25-7546

Dear Water Right Applicant:

The Department of Water Resources acknowledges receipt of your water right permit. This office is currently in the process of advertising the application in the Post-Register on. The advertisement will be published for two consecutive weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

If the application is not protested, it will be forwarded to our state office in about five weeks. State office personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review. When a permit is issued, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

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

Sincerely,

HAROLD W. JONES
Water Rights Supervisor

HWJ/rb

MICROFILMED

MAR 26 1990

**NOTICE OF APPLICATION
FOR WATER RIGHT**

The Following application(s) have been
filed to appropriate the public waters of the
State of Idaho:

01-07090

RAINBOW, INC.
C/O DICK WHEELER
RT. 3 BOX 274
IDAHO FALLS, ID 834010000
Source: SNAKE RIVER; Tributary:
COLUMBIA RIVER
Diversion Pt: SESWNE Sec 8 T 03N R 41E
Use: IRRIGATION (6.000 CFS)
Total Diversion: (6.000 CFS)
Date Filed: 4/30/1987

In: T03N R41E S08 NESW NWSW SWSW
SESW NWSE SWSE
S16 NWNW
S17 NENE SENE
301.0 ACRES TOTAL
01-07091

FOSTER AGRO
C/O BRAD FOSTER
RT. 2 BOX 84
RIGBY, ID 834420000
Source: SNAKE RIVER, SOUTH FORK;
Tributary: SNAKE RIVER
Diversion Pt: SESWNE Sec 8 T 03N R 41E
Use: IRRIGATION (8.000 CFS)
Total Diversion: (8.000 CFS)
Date Filed: 4/02/1987
In: T03N R41E S17 SWNW SENW NESW
NWSW SWSW SESW
S18 NENE NWNE SWNE SENE NENW
SESW SWSE SESE
456.0 ACRES TOTAL
25-07426

VRONTIKIS, NICK M.
5577 SOUTH 5TH STREET
IDAHO FALLS, ID 83404
Source: GROUNDWATER
Diversion Pt: LOT 4 (NWNW) Sec 6 T
01N R 38E
Use: IRRIGATION (.120 CFS)
Total Diversion: (.120 CFS)
Date Filed: 5/20/1988
In: T01N R38E S06 Lot 4 (NWNW)
6.0 ACRES TOTAL
25-07546

PARKER, JERRY L.
P.O. BOX 358
RIRIE, ID 83443
Source: GROUNDWATER
Diversion Pt: NENW Sec 28 T 03N R 39E
Use: IRRIGATION (9.000 CFS)
Total Diversion: (9.000 CFS)
Date Filed: 11/02/1989
In: T03N R39E S21 SWSE SESE
S22 SWSW
S27 NWNW SWNW NWSW SWSW
S28 NENE NWNE SWNE SENE NENW
NWNW SWNW SENW NESE NWSE
SWSE SESE
491.0 ACRES TOTAL
25-07549

LATTA, FRANCIS A.
177 E. 49 S.
IDAHO FALLS, ID 83404
Source: GROUNDWATER
Diversion Pt: SESWSE Sec 31 T 02N R
38E
Use: IRRIGATION (.040 CFS)
STOCKWATER (.020 CFS)
DOMESTIC (.040 CFS)
Total Diversion: (.100 CFS)
Date Filed: 9/27/1989
In: T02N R38E S31 SWSE
2.0 ACRES TOTAL
35-08825

IDAHO GEM POTATOE CO.
P.O. BOX 77
MENAN, ID 83434
Source: GROUNDWATER
Diversion Pt: SENE Sec 1 T 03N R 35E
Use: STOCKWATER (.050 CFS)
COMMERCIAL (.060 CFS)
DOMESTIC (.060 CFS)
Total Diversion: (.170 CFS)
Date Filed: 8/31/1989
In: T03N R35E S01 SENE
S06 NWSW
35-08870

MARTIN, HAROLD D.
484 E. 1500 N.
SHELLEY, ID 83274
Source: GROUNDWATER
Diversion Pt: NENWNE Sec 23 T 01N R
36E

Use: IRRIGATION (.080 CFS)
DOMESTIC (.120 CFS)
RECREATION (.120 CFS)
Total Diversion: (.200 CFS)
Date Filed: 12/27/1989
In: T01N R36E S23 NWNE
3.0 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 cri-
teria of Sec. 42-203C, Idaho Code. Protests
must be filed with the Director, Dept. of
Water Resources, 150 Shoup Ave., Suite
15, Idaho Falls, Idaho 83402 on or before
FEBRUARY 19, 1990.

R. Keith Higginson, Director
Published: February 1, 8, 1990

MICROFILMED

MAR 26 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region
150 Shoup Ave., Suite 15

Idaho Falls, Idaho 83402
(208) 525-7161

JANUARY 23, 1990

THE POST-REGISTER
P.O. BOX 1800
IDAHO FALLS, ID 83403

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. 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 19, 1990.

Yours truly,

Rita Bodell
Secretary

Encl.

MICROFILMED

MAR 26 1990

25-07546

PARKER, JERRY L.
P.O. BOX 358
RIRIE, ID 83443

Source: GROUNDWATER

Diversion Pt: NENW Sec 28 T 03N R 39E

Use: IRRIGATION (9.000 CFS)
 Total Diversion: (9.000 CFS)

Date Filed: 11/02/1989

In: T03N R39E S21	SWSE	SESE		
S22	SWSW			
S27	NWNW	SWNW	NWSW	SWSW
S28	NENE	NWNE	SWNE	SENE
	NENW	NWNW	SWNW	SENW
	NESE	NWSE	SWSE	SESE

491.0 ACRES TOTAL

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The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42- , 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, 150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 on or before FEBRUARY 19, 1990.

R. Keith Higginson, Director

Published 2/01/1990 & 2/08/1990

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Parker Farms
Jerry L. Parker
Box 358
Ririe, Id 83443

Jan. 15, 1990

Department of Water Resources

I hope the following statements will help you understand why I need to receive a water rights permit as soon as possible:

1. I filed for my permit on Nov. 1 upon recommendation from the Idaho Falls office that a well permit would be the easiest and quickest way to obtain water.
2. After filing for the permit I obtained a domestic well drilling permit and drilled an 8" hole to check for water depth and quantity. After finding water at a suitable depth we began to make arrangements to obtain an irrigation system.
3. I contacted Utah Power and Light and made arrangements to have power installed to the well site and the necessary equipment has been ordered.
4. I have purchased an irrigation system for the project for over \$250,000 of which a portion has been installed on the site.
5. I have a well driller who is ready to start drilling as soon as a permit can be obtained.
6. I have committed my self to a land purchase which involves a portion of the ground to be irrigated.
7. I have made arrangements with bordering land owners for a right of way for power and road.
8. I have formed a cooperation specifically for this operation and am awaiting approval of the permit to receive bank financing.
9. I filed my application on Nov. 1, 1989 and was instructed that it would be advertised the second and third weeks of Dec. and that I could receive a permit as early as Jan. 15. Based upon the advise I

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received from your office I have fully committed myself to this project as well as close to \$300,000 dollars. I would like to be notified as soon as possible as to the status of this permit so that if need arises I will still be able to locate other sources of water if under ground water is not available before the irrigation season begins.

Jerry L Parker
Partner Parker Farms

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Permit # 2 25-07546

NOV 17 1989

Department of Water Resources
Eastern District Office

45312

Only one well exists within a half mile radius which is a domestic well located on John Averys homesite approximately 1/2 mile north of our purposed site. The two locations are displayed on exhibit A.

45313

The purposed development will consist of one deep well pump and one turbine booster which will allow me to run one, two or three center pivots at a time. The center pivot will be low pressure and we intend to use a damer dike to assist in concerving water.

45321

At its peak this system would use 3000 G.P.M. which would extend from June 1st until July 15th. Depending upon weather conditions I would estimate that peak use would take nlace on about 35 days of this 45 day time period. Approximently 2000 G.P.M. could be used during the time periods of May 1st-June 1st and July 15th-Oct. 15th, again depending upon weather conditions and crop rotation.

45322

The only information I know of concerning the aquifers and flow rates would come from a well log of a test well which has been attached.

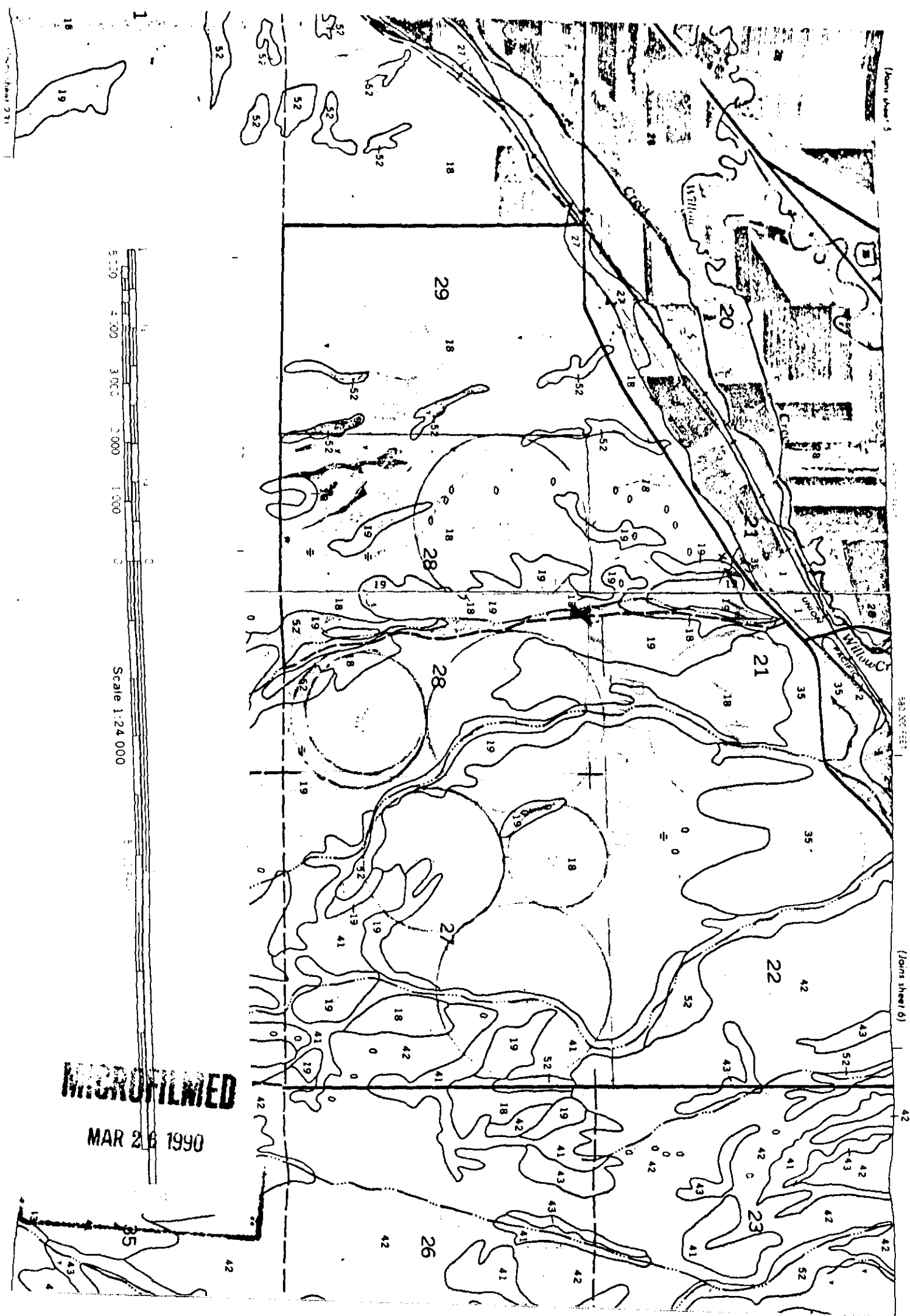
45363

The first year of irrigation approximately 450 acres of potatoes will be grown. The following years we will go to a two or three year rotation between wheat, barley and potatoes.

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EXHIBIT A



NOV. 11, 1989

JERRY PARKER
P.O. BOX 358
RIRIE, ID 83443

DEAR MR PARKER:

WE ARE CURRENTLY PROCESSING YOUR APPLICATIONS
FOR A WATER RIGHT. FOR ANY APPLICATION OR PERMIT WHICH EXCEEDS
200 ACRES OR 5.00 CFS THE INFORMATION ON THE ATTACHED SHEETS
ARE REQUIRED BEFORE ANY FURTHER PROCESSING CAN TAKE PLACE.
PLEASE TRY TO ANSWER THE HIGHLIGHTED QUESTIONS TO THE BEST OF
YOUR ABILITY. IF YOU NEED ADDITIONAL CLARIFICATION PLEASE GIVE
ME A CALL AT 525-7161.

SINCERELY,

HAROLD W. JONES
WATER RESOURCE SUPERVISOR

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MAR 26 1990

1. WELL OWNER

Name Leo Parker

Address Ririe

Drilling Permit No. 25-90E004

Water Right Permit No. 25-7546

2. NATURE OF WORK

☐ New well ☒ Deepened ☐ Replacement

☐ Well diameter increase

☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)

3. PROPOSED USE

☐ Domestic ☒ Irrigation ☐ Test ☐ Municipal

☐ Industrial ☐ Stock ☐ Waste Disposal or Injection

☐ Other _____ (specify type)

4. METHOD DRILLED

☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary

☐ Cable ☐ Dug ☐ Other _____

5. WELL CONSTRUCTION

Casing schedule: ☐ Steel ☐ Concrete ☐ Other _____

Thickness 2.50 inches Diameter 20 inches + 1 feet To 20 feet

_____ inches _____ inches _____ feet _____ feet

_____ inches _____ inches _____ feet _____ feet

_____ inches _____ inches _____ feet _____ feet

Was casing drive shoe used? ☐ Yes ☒ No

Was a packer or seal used? ☐ Yes ☒ No

Perforated? ☐ Yes ☒ No

How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun

Size of perforation _____ inches by _____ inches

Number _____ From _____ To _____

_____ perforations _____ feet _____ feet

_____ perforations _____ feet _____ feet

_____ perforations _____ feet _____ feet

Well screen installed? ☐ Yes ☐ No

Manufacturer's name _____

Type _____ Model No. _____

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____

Placed from _____ feet to _____ feet

Surface seal depth _____ Material used in seal: ☐ Cement grout

☐ Bentonite ☐ Puddling clay ☐ _____

Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing

☐ Overbore to seal depth

Method of joining casing: ☐ Threaded ☐ Welded ☐ Solvent Weld

☐ Cemented between strata

Describe access port _____

6. LOCATION OF WELL

Sketch map location must agree with written location.

N

W

E

X

Subdivision Name _____

Lot No. _____ Block No. _____

County Bonneville

NE 1/4 NW 1/4 Sec. 28, T. 3 N, R. 39 E

7. WATER LEVEL

Static water level 310 feet below land surface.

Flowing? ☐ Yes ☐ No G.P.M. flow _____

Artesian closed-in pressure _____ p.s.i.

Controlled by: ☐ Valve ☐ Cap ☐ Plug

Temperature _____ °F. Quality _____

Describe artesian or temperature zones below.

8. WELL TEST DATA

☐ Pump ☐ Bailer ☐ Air ☐ Other _____

Discharge G.P.M.

Pumping Level

Hours Pumped

9. LITHOLOGIC LOG

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
18"	280	295	Black Lava		X
	295	305	Broken Lava	X	
	305	320	Hard Lava		
	320	325	Broken Lava	X	
	325	335	Hard Lava		
	335	343	Lava Cinders	X	
	343	356	Hard Lava		
	356	365	Lava Cinders	X	
	365	374	Hard Lava		
	374	382	Broken lava	X	
	382	395	Hard Lava		
	395	402	Broken Lava	X	
	402	405	Hard Lava		
	405	412	Broken Lava & Cinders	X	
	412	415	Hard Lava		

10.

Work started April 13, 90 finished April 17, 90

11. DRILLERS CERTIFICATION

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

Firm Name Gary Vollmer & Sons Firm No. 403

Address 3106w CPVR Date _____

Signed by (Firm Official) Gary Vollmer

and

(Operator) Gary Vollmer

USE ADDITIONAL SHEETS IF NECESSARY. FORWARD THE WHITE CO. TO THE DE