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

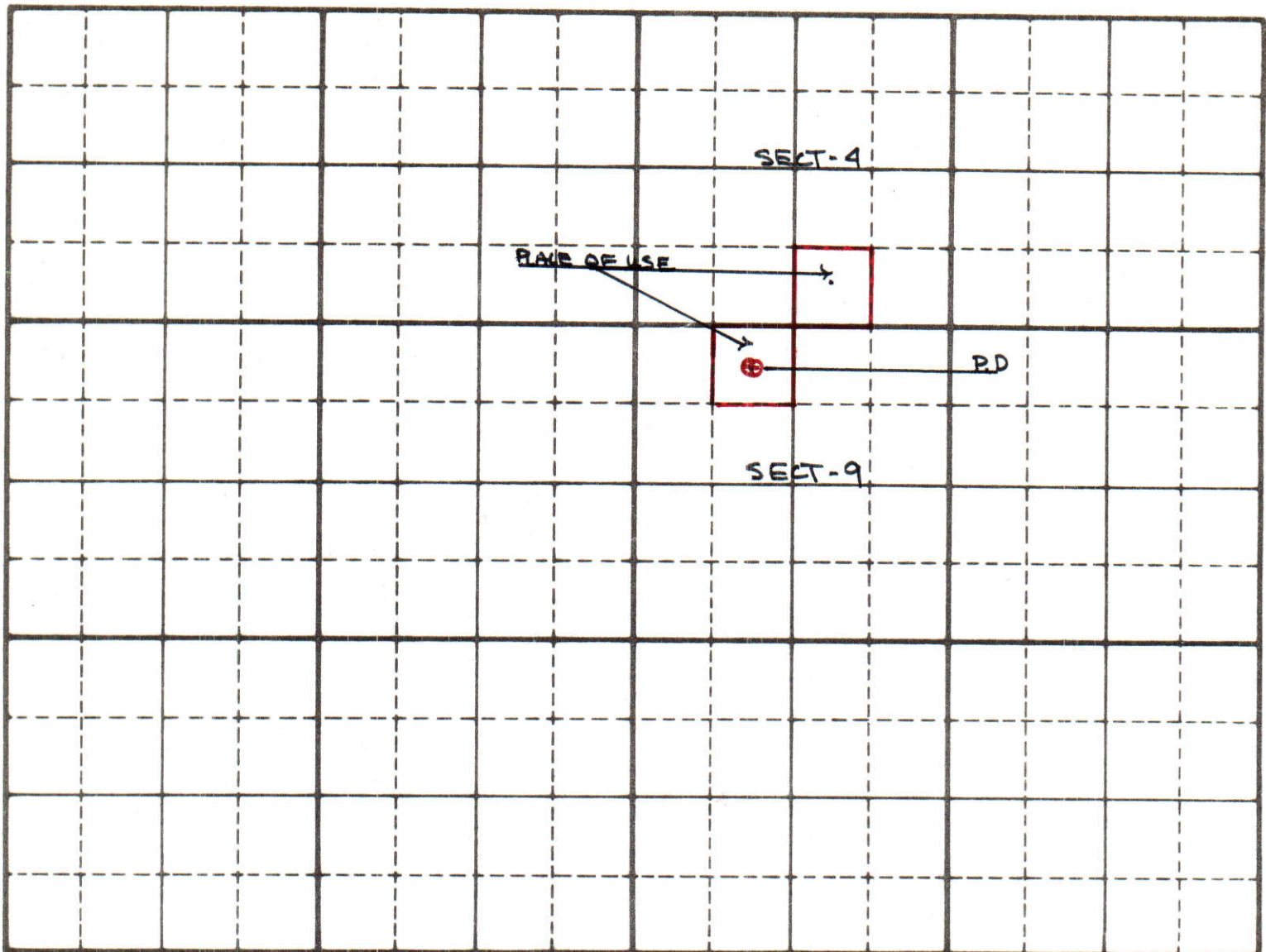
is 9 day of June, 19 77. *W.H.M.*

Lee E. Ray
(signature)

I, C. STEPHEN ALLRED, Director of the Department of Water Resources hereby approve the foregoing application for Amendment for Permit No. 47-7186.

January 19 78
Stephen Allen
Director

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



Scale: 2 inches equal 1 mile

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

Signed at Levin Falls, this 11 day of June, 19 73.
Les E Ray
 (signature)

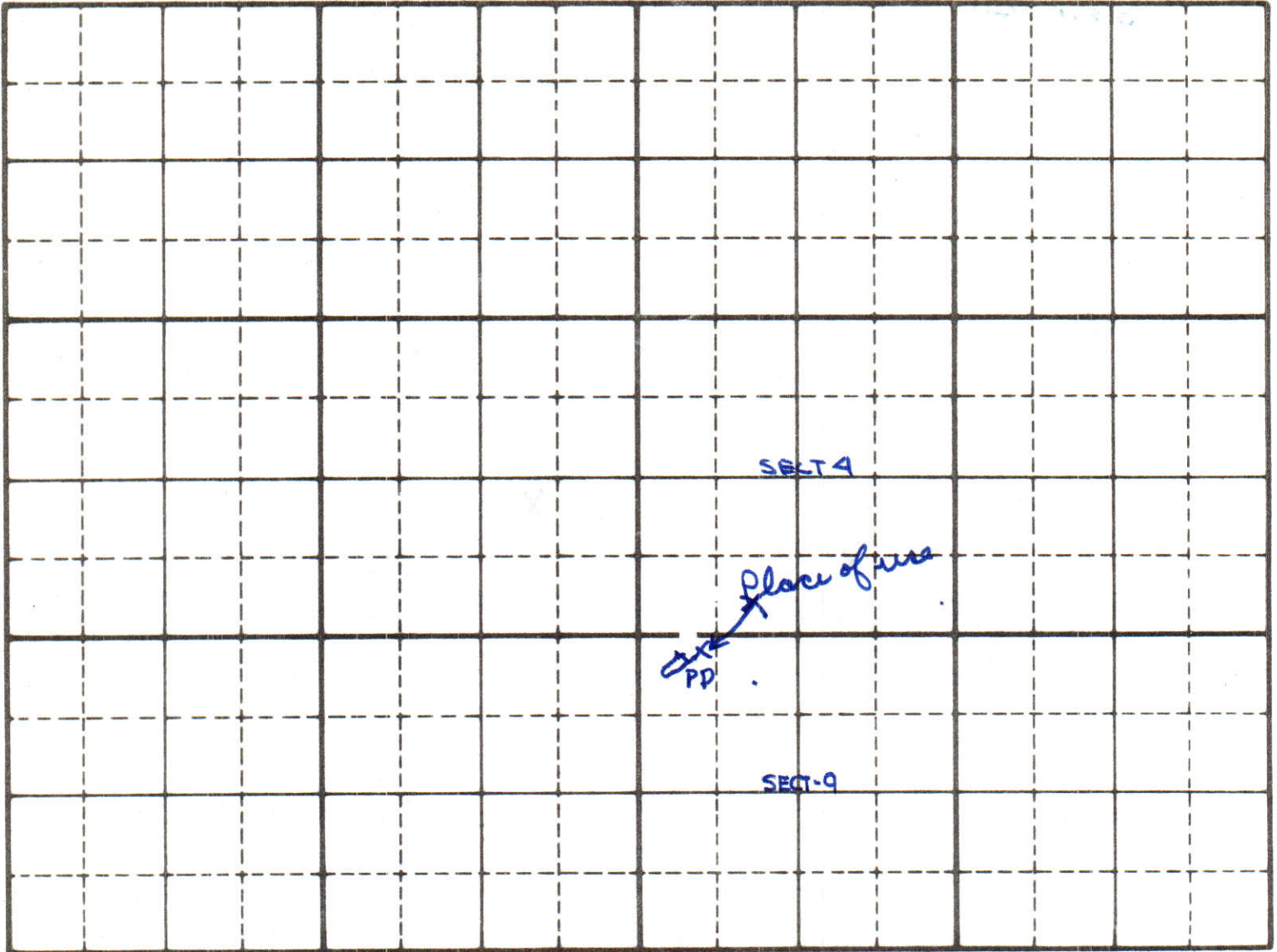
ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration,
 hereby approve the above Application for Amendment No. 47-7186.

Witness my hand this 18 day of June, 19 73.

R. Keith Higginson
 Director

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



Scale: 2 inches equal 1 mile

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

Signed at Twin Falls, this 25 day of May, 19 73.

L. E. Ray
(signature)

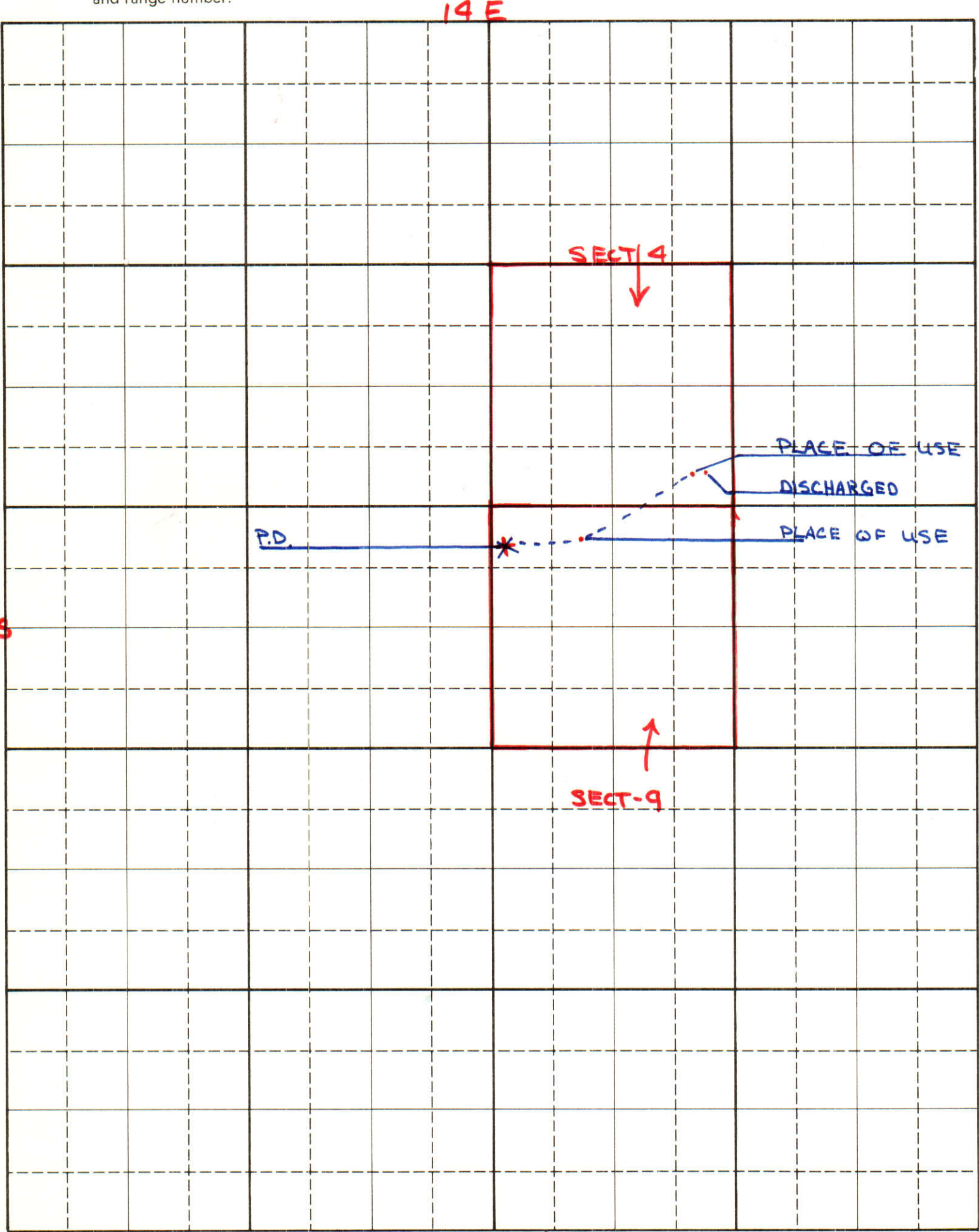
ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration, hereby approve the above application for amendment for Permit No. 47-7186.

Witness my hand this 6TH day of June, 19 73.

R. Keith Higginson
Director

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



Scale: 2 inches equal 1 mile

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

Leo E Ray
(Applicant)

47 7186

AFFIDAVIT of PUBLICATION

RECEIVED
APR 6 1973
Department of Water Resources
Southern District Office

STATE OF IDAHO
County of Twin Falls

ss.

I, **Robert E. Bailey**, do solemnly swear that I am the printer and editor of **THE BUHL HERALD**, a weekly newspaper of general circulation, published once each week at Buhl, Idaho; that the notice attached hereto was published in said newspaper two..... consecutive weeks, the first publication having been made on the 22nd..... day of March....., 19.....73....., and the last publication having been made on the 29th..... day of March....., 19.....73.....; that said notice was published in the regular and entire issue of every number of the paper during the period and time of publication, and that the said notice was published in the newspaper proper, and not in the supplement thereof.

That said newspaper has been printed and published continuously in **Buhl, Twin Falls County, Idaho**, for a period of more than 78 weeks prior to the first publication of the attached notice.

Robert E. Bailey

Subscribed and sworn to before me this
.....2nd..... day of April....., 19.....73.....

Lorena D. Matthews

Notary Public

47 7186

.....Buhl, Idaho.....
Residing at

.....January 1, 1977.....
My Commission Expires

Legal Department

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Leo E. Ray, 2194 Alta Vista Drive, Twin Falls, Idaho, has on March 14, 1973, submitted Application No. 47-7186 for a permit to appropriate 4.0 cubic feet per second of water from seep springs, tributary of Snake River by means of concrete wing wall in springs and pipeline within the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, T. 9S, R. 14E, B.M. Twin Falls County to be used from Jan. 1 to Dec. 31 for fish propagation, recreation, and commercial purposes within the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 4; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, T. 9S, R. 14E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301 on or before April 9, 1973.

R. KEITH HIGGINSON
Director

Published in the Buhl Herald, Buhl, Idaho, on March 22, and March 29, 1973.
(11t2)

R 14 E

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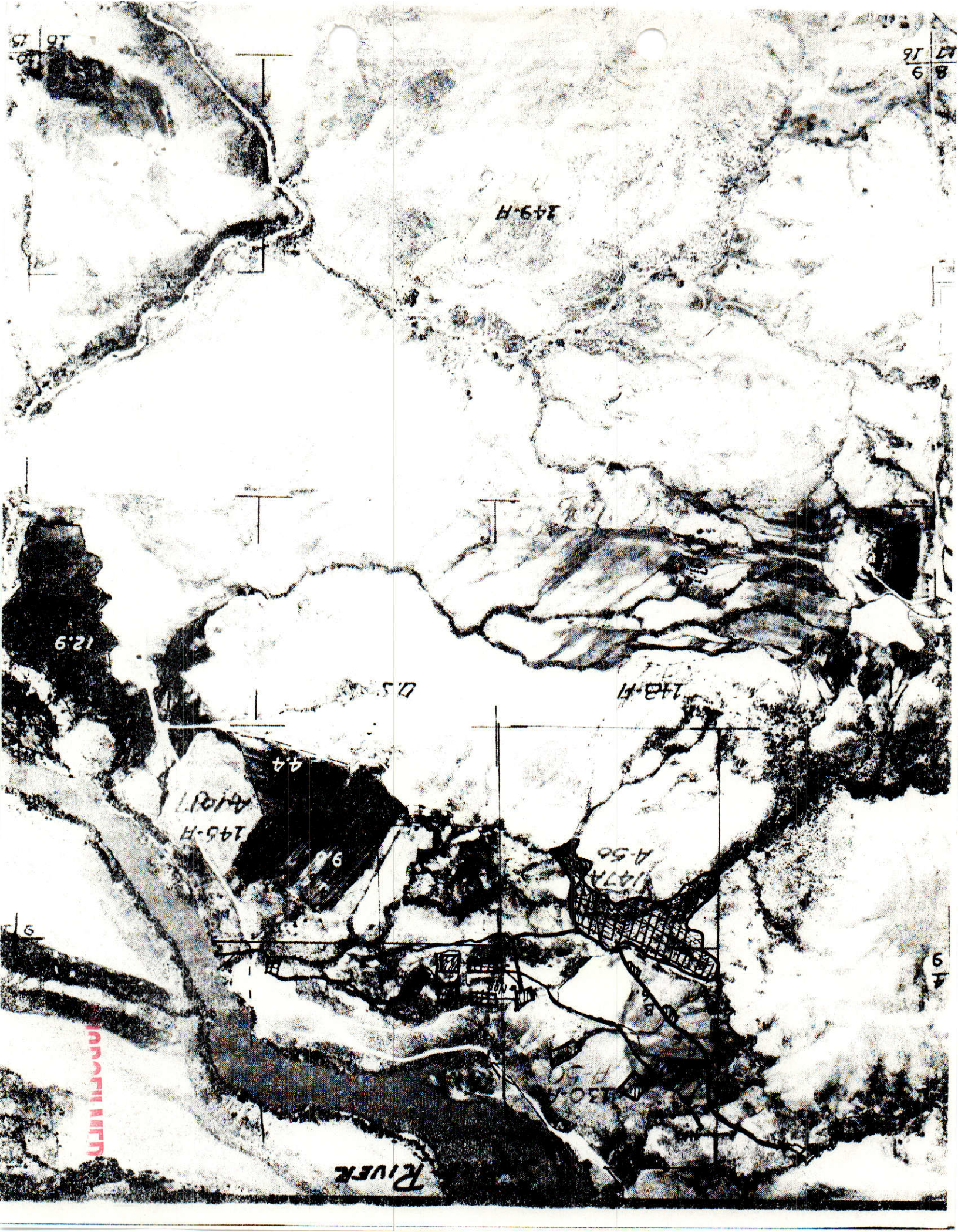
9

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

is 9 day of June, 19 77
L. E. Reez
(signature)

I, C. STEPHEN ALLRED, Director of the Department of Water Resources hereby approve the foregoing application for Amendment for Permit No. 47-7186.

January 19 78
Stephen Elia
Director



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149-H

12.9

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143-H

4.4

1.014

145-H

9.6

147-H

143-H

130-H

River

NORTH RIVER

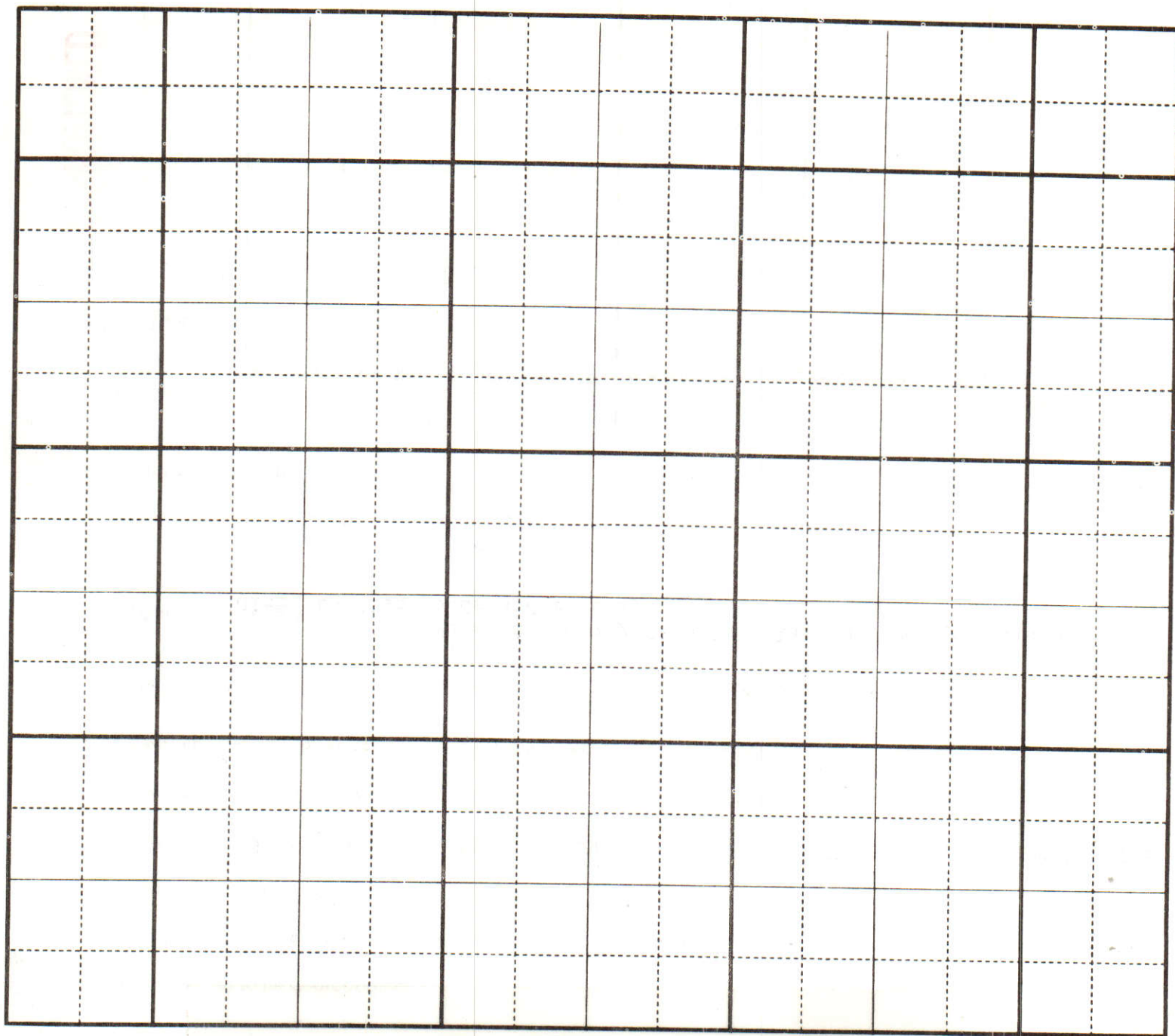
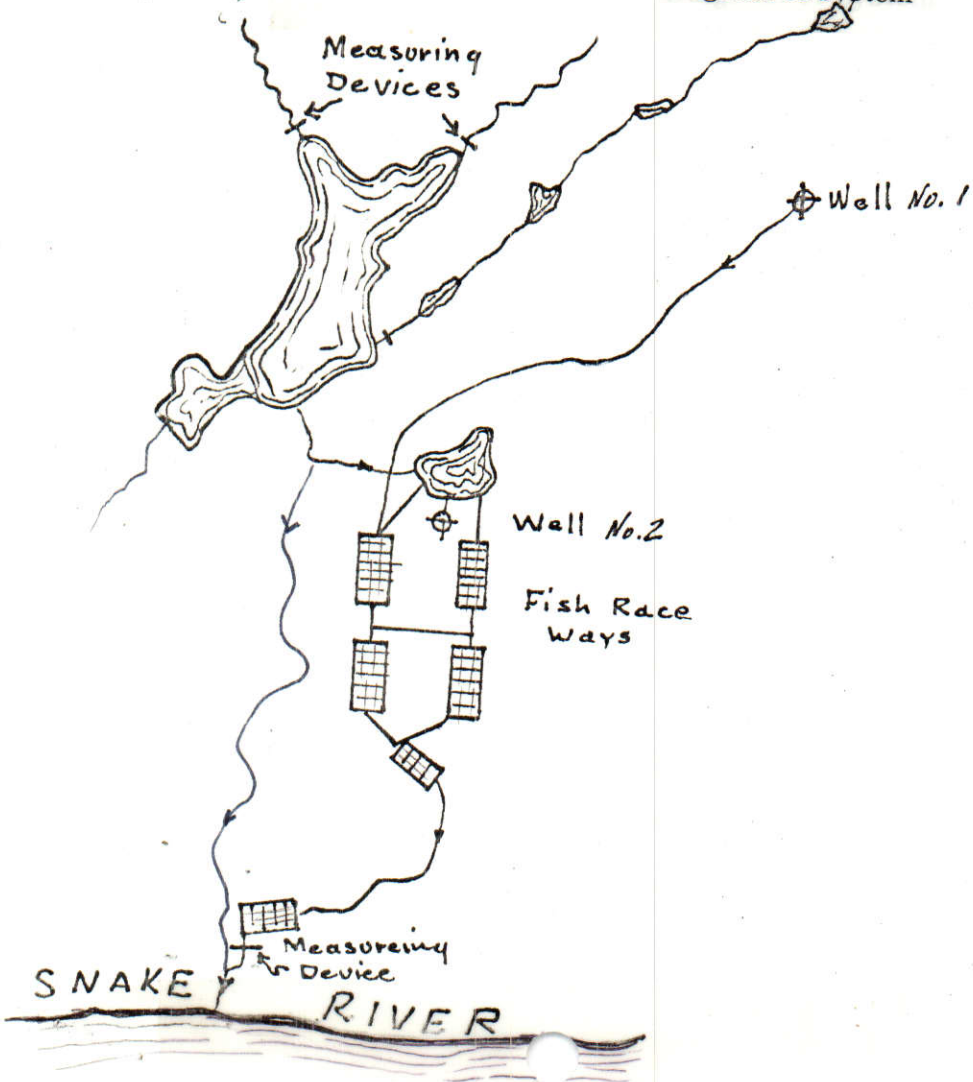


Diagram of System



State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 47-7186 Priority March 14, 1973 Amount 4.0 cfs

THIS IS TO CERTIFY, that Leo E. Ray
of Twin Falls, Idaho, has complied with the terms and conditions of Permit
No. 47-7186 issued pursuant to Application for Permit dated March 14, 1973,
and has submitted proof to the Department of Water Resources on April 28, 1976,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 11.70 cfs of water from unnamed springs,
tributary to Snake River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Fish Prod.	from Jan. 1 to Dec. 31	at 4.0 cfs and	n/a
Recreation	from Jan. 1 to Dec. 31	at 4.0 cfs and	n/a
	from to at	cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 4.0 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
n/a acre feet per year, said waters to be diverted within the NE¹/₄NW¹/₄, Sec. 9, and SW¹/₄SW¹/₄,
Sec. 4, Twp. 9S, Rge. 14E, B. M. in the County of Twin Falls

Description and location of place of use:

Twp.	Range	Sec.	NE ¹ / ₄				NW ¹ / ₄				SW ¹ / ₄				SE ¹ / ₄				Totals
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	
9S	14E	4												X				X	
		9					X												

Total number of acres irrigated _____

A measuring device of a type approved by this Department shall be maintained as
part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 29 day of
January, 19 78.


Director

APPLICATION FOR AMENDMENT

Permit No. 47-7186

Comes now Leo E. Ray of (address)

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 47-7186, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9 Twp. 9S
Rge. 14E., B.M., County of Twin Falls. Other points of diversion:
SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, Twp. 9S, Rge. 14E., B.M., Twin Falls County

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 4.0 cfs for fish prop. purposes from Jan. 1 to Dec. 31 (both dates inclusive)

Amount 4.00 cfs for Rec. purposes from Jan. 1 to Dec. 31 (both dates inclusive)

Amount 4.0 cfs for Commercial purposes from Jan. 1 to Dec. 31 (both dates inclusive)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

40.0A.F. storage

Jan. 1 to Dec. 31

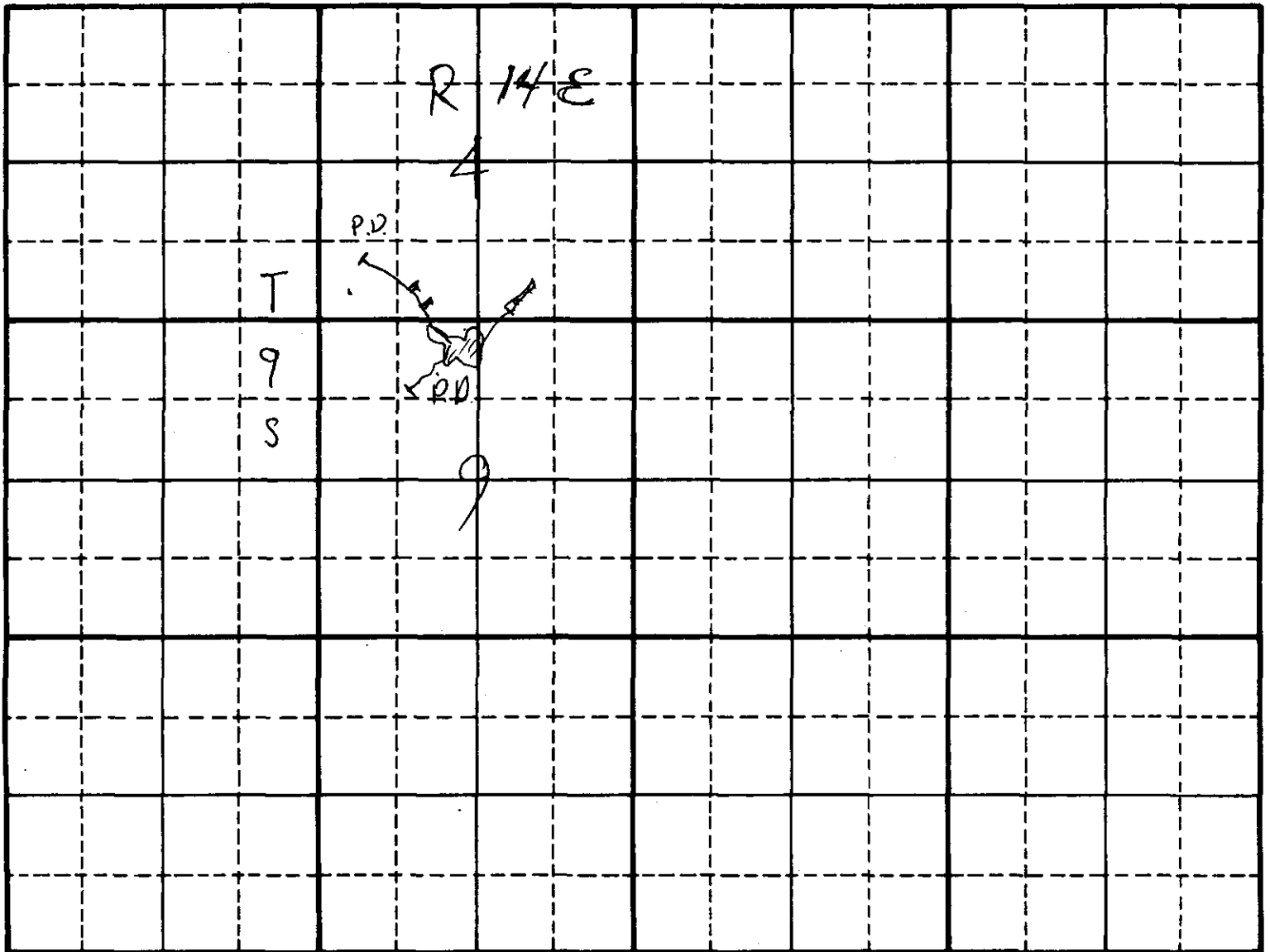
3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated

WIGGOLD MED

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



Scale: 2 inches equal 1 mile

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

Signed at Twin Falls, this 9 day of June, 19 72. W.H. H
Loe Racy
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, C. STEPHEN ALLRED, Director of the Department of Water Resources
hereby approve the foregoing application for Amendment for Permit No. 47-7186.

Witness my hand this 29 day of January, 19 78.
C. Stephen Allred
Director

APPLICATION FOR AMENDMENT

RECEIVED
JUN 11 1973
Department of Water Administration

Comes now Leo E. Ray of (address) _____

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 47-7186, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9 Twp. 9S
Rge. 14E, B.M., County of Twin Falls. Other points of diversion:

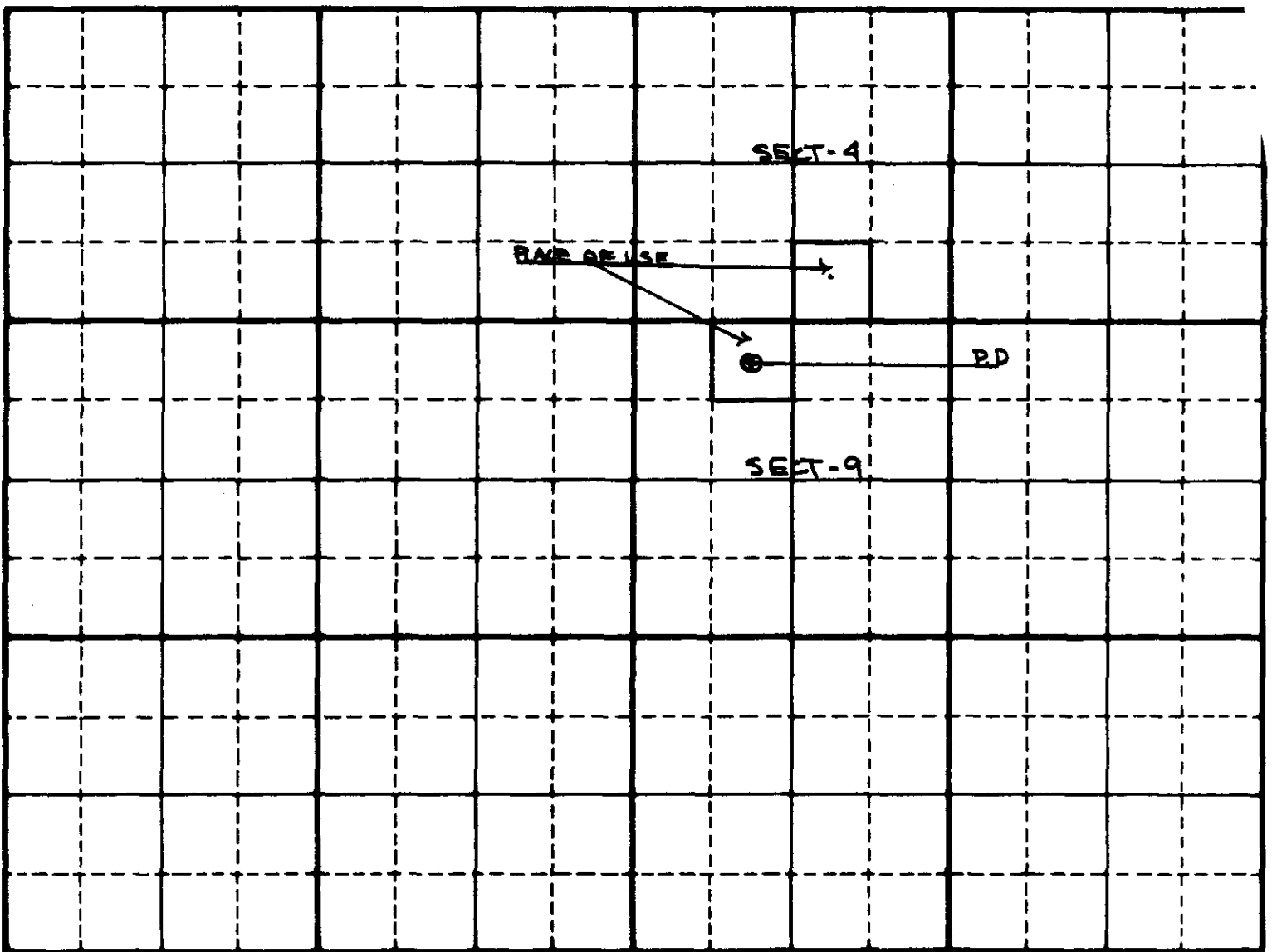
Amount 4.0 cfs for Fish Prop. purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 Amount 4.0 cfs for Recreation purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 Amount 4.0 cfs for Commercial purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 Amount 40 a.f for Storage purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 (cfs or acre feet per annum)

[illegible]

Total number of acres to be irrigated

47 7181

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



Scale: 2 inches equal 1 mile

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

Signed at Lewistown, this 11 day of June, 19 73.
Fred E. Ray
 (signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration,
 hereby approve the above Application for Amendment No. 47-7186.

Witness my hand this 18 day of June, 19 73.

R. Keith Higginson
 Director

Receipt # 10892

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR AMENDMENT

Permit No. 47-7186

Comes now Leo E. Ray of (address) 2194 Alta Vista Dr., Twin Falls, ID 83301, and represents to the Director of the Idaho Department of Water Administration:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 47-7186, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 4 Twp. 9S
Rge. 14E, B.M., County of Twin Falls. Other points of diversion:

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 4.0 cfs for Fish Prop. purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 Amount 4.0 cfs for Recreation purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 Amount 4.0 cfs for Commercial purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 Amount 40 a.f. for Storage purposes from Jan. 1 to Dec. 31 (both dates inclusive)
 (cfs or acre feet per annum)
 Fish, Rec. Com

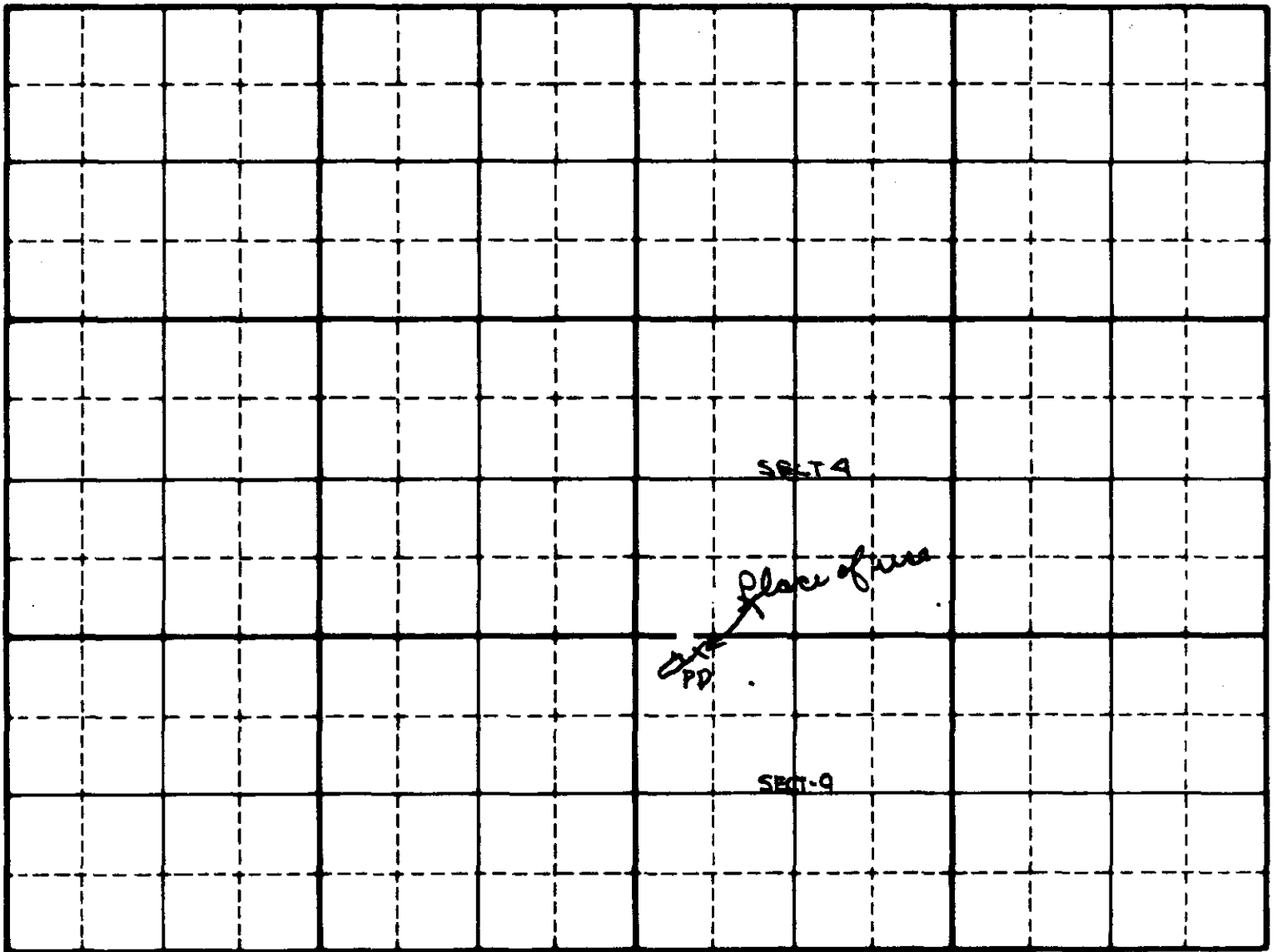
3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated

47 7186

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



Scale: 2 inches equal 1 mile

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

Signed at Twin Falls, this 25 day of May, 19 73.

L. E. Ray
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Department of Water Administration, hereby approve the above application for amendment for Permit No. 47-7186.

Witness my hand this 6th day of June, 19 73.

R. Keith Higginson
Director

Identification No. _____

Application No. 47-7186

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Leo E. Ray
post office address 2194 Alta Vista Drive, Twin Falls, ID 83301
2. Source of water supply (Seep Springs) Unnamed Springs which is a tributary of Snake River
3. a. Location of point of diversion is NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9 Township 9S
Range 14E B.M. Twin Falls County; additional points of diversion if any: _____

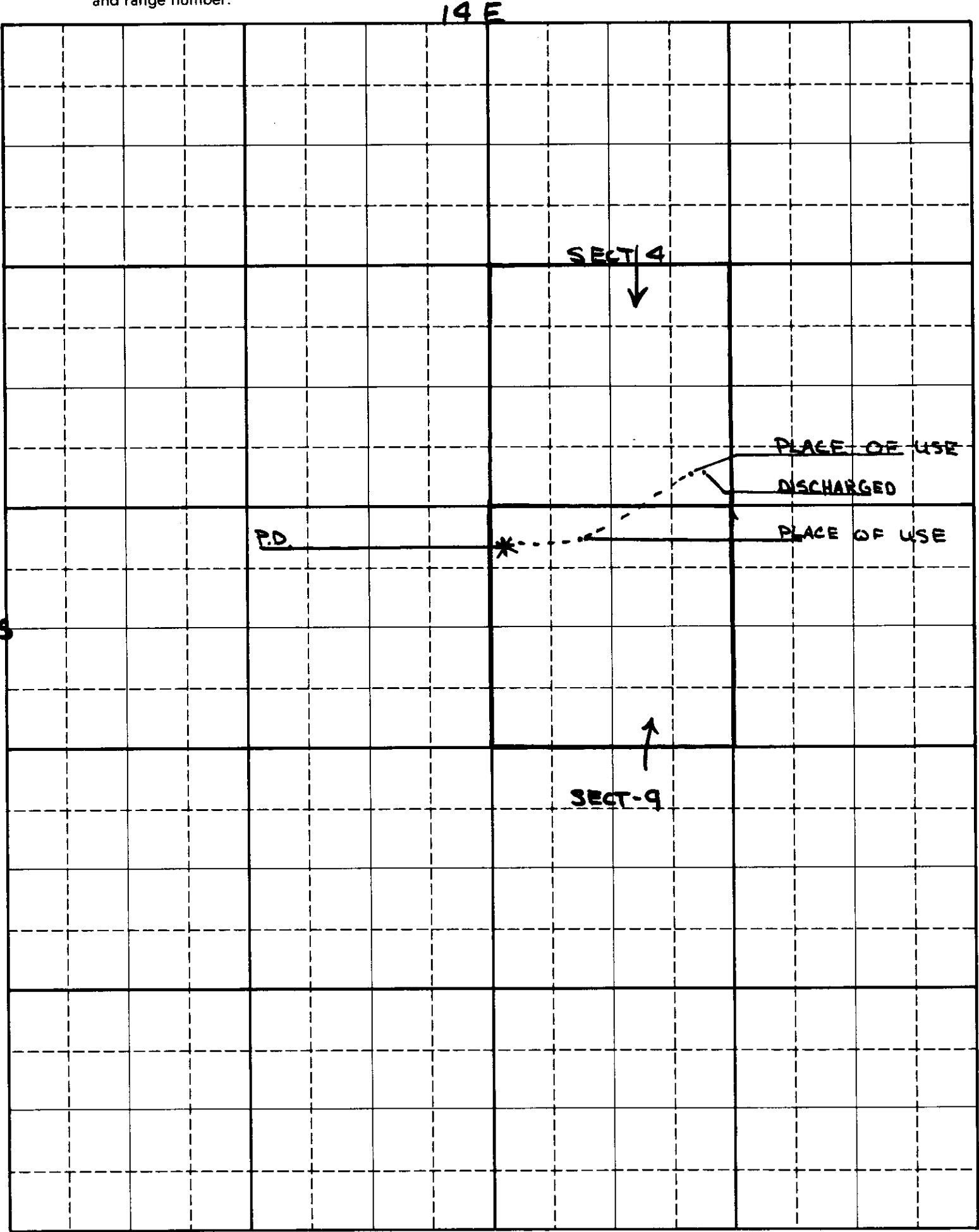
- b. If water is not consumed, it will be discharged into _____ at a point in SE $\frac{1}{4}$
of SE $\frac{1}{4}$ of Section 4 Township 9S Range 14E B.M. _____
4. Water will be used for the following purposes:
Amount 4.0 for Fish Prop. purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 4.0 for Recreation purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 4.0 for Commercial purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 4.0 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. concrete wing wall in springs and
pipeline to place of use

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 3 years.
b. Estimated construction cost is \$ 10,000.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 4 Township 9S
Range 14E B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

47 7186

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



Scale: 2 inches equal 1 mile

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

Leo E Ray
(Applicant)
47 7186

Received by MCS, Date 3-14-73 Time 11:05Preliminary check by RM Fee \$ 55.00Receipted by alw Date 3-14-73 # 9595Publication prepared by alw Date 3-15-73Published in Buhl Herald, Buhl, IDPublication dates 3-22 & 3-29-73Publication approved alw Date 4-6-73Priority ~~3-14-73~~ 3-14-73 Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by SD

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

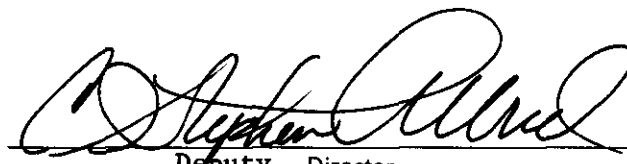
This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 47-7186, and said application is hereby APPROVED.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 1976.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.
The issuance of this permit in no way grants any right-of-way or easement across the land of another person.

2. Denial of said application is for the following reasons: _____

Witness my hand this 17 day of April 1973.


 Deputy Director

DEPARTMENT OF WATER ADMINISTRATION
- STAFF ANALYSIS -

Item	Initial	Date	
(1)			Application No. <u>47-7186</u> Name <u>Leo Ray</u>
(2)	<u>RL</u>	<u>3-15-73</u>	Check: ☒ Signature ☒ Point of Diversion ☒ Quantity of Water and Period of Use ☒ Description of Diverting Works ☒ Time required for C/W and application of water to B/U ☒ Place of Use ☒ Map ☒ Fee
(3)			Send copies to: ☐ Idaho State Health Department ☒ Idaho Fish and Game Department ☐ Bureau of Land Management
(4)			☐ Request Special Use Permit from U.S.F.S. ☒ Request Easement from B.L.M.
(5)	<u>RL</u>	<u>3-15-73</u>	In form for advertising _____
(6)	<u>RL</u>	<u>4-6-73</u>	Affidavit of Publication received _____
(7)			Final date for protests <u>April 9, 1973</u> Protests received: yes _____ no _____
(8)			Date and Place of hearing _____ Decision reached at hearing _____
(9)	<u>RL</u>	<u>4-9-73</u>	Located within Water District No. <u>47G</u>
(10)	<u>RL</u>	<u>4-9-73</u>	Critical groundwater area: yes _____ no <u>X</u>
(11)	<u>RL</u>	<u>4-9-73</u>	Groundwater levels: ☐ Decline (comment) _____ ☒ Stable (comment) _____ ☐ Increasing (comment) _____
(12)			Comments: _____
(13)	<u>RL</u>	<u>4-9-73</u>	Action recommended: ☒ Approve Priority _____ ☐ Deny Reason for Reduction _____
	<u>RL</u>	<u>4-9-73</u>	See attached sheet for conditions of approval No conditions for approval
(14)	<u>RL</u>	<u>4-9-73</u>	District <u>Southern</u> By <u>Michael Sligh</u> Date <u>4-9-73</u> Title <u>Per Exam</u>

RECEIVED

Department of Water Administration
47-7186

RECOMMENDED

CONDITIONS OF APPROVAL

☒ A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

☐ Measuring devices of a type approved by this Department shall be permanently installed and maintained at the point of diversion and the point of effluent discharge.

☐ Use of water under this permit is supplemental to all existing water rights with the same purpose and place of use.

☐ Maximum rate of diversion shall not exceed _____ c.f.s.

☐ Settling ponds shall be installed which are capable of reducing the silt load in the return water to such a level that the quality of the waters of _____ Creek will not be impaired for other beneficial uses.

☐ Return water shall be treated to insure that the effluent meets (interstate) (intrastate) stream water quality standards.

☐ Use of water under this permit is subject to control by the watermaster of State Water District No. _____, _____ River.

☐ The proposed well shall not be drilled within _____ feet of another well.

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

☐ The permit shall not be assigned or sold without first securing the written approval of the Department of Water Administration.

☐ This permit cannot be assigned, mortgaged, or conveyed without complying with Section 42-208, Idaho Code.

☐ Other: _____

AFFIDAVIT of PUBLICATION

STATE OF IDAHO }
County of Twin Falls } ss.

I, **Robert E. Bailey**, do solemnly swear that I am the printer and editor of **THE BUHL HERALD**, a weekly newspaper of general circulation, published once each week at Buhl, Idaho; that the notice attached hereto was published in said newspaper two consecutive weeks, the first publication having been made on the 22nd day of March, 1973, and the last publication having been made on the 29th day of March, 1973; that said notice was published in the regular and entire issue of every number of the paper during the period and time of publication, and that the said notice was published in the newspaper proper, and not in the supplement thereof.

That said newspaper has been printed and published continuously in **Buhl, Twin Falls County, Idaho**, for a period of more than 78 weeks prior to the first publication of the attached notice.

Robert E. Bailey

Subscribed and sworn to before me this 2nd day of April, 1973

Lois A. Matthews

Notary Public

17 7186

Buhl, Idaho
Residing at

January 1, 1977
My Commission Expires

Legal Department

NOTICE OF PUBLICATION FOR WATER RIGHTS

Notice is hereby given that the E. Bailey, Jr., et al., have filed a petition for the right to use water from the NE 1/4, Sec. 4, T. 9S, R. 14E, for the purpose of irrigation, and that the same has been published in the Buhl Herald, a weekly newspaper of general circulation, published once each week at Buhl, Idaho, for a period of more than 78 weeks prior to the first publication of the attached notice.

D. KIRBY HIGGINSON
Director

Published in the Buhl Herald, Buhl, Idaho, on March 22, and March 29, 1973.
(11c2)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 27 2000
Department of Water Resources
Southern Region

Notice of Security Interest in a Water Right

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

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

1. Water Right No(s): PLEASE SEE ATTACHEED

RECEIVED

Adjudication Claim No(s): PLEASE SEE ATTACHED

OCT 30 2000

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

Department of Water Resources

A) Evidence of the security interest. This may be a copy of a DEED of TRUST, MORTGAGE, CONTRACT OF SALE or other legal document indicating your interest in the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

B) A FEE of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

MAGIC VALLEY BANK
P.O. BOX 489
TWIN FALLS, ID 83303

4. Name of Water Right Owner/Claimant(s)

LEO E. & JUDITH K. RAY

5. Expiration Date of Notification Period 10-18-05

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

[Signature]
Vice President/Loan Officer

For Office Use Only

Received by [Signature] Date 10/27/00 Fee 300.00
Receipted by [Signature] Date 10/27/00 Receipt No. 5023459
Processed by [Signature] AJ Date WR Date

PLEASE REFER TO WR FILE 47-07186 FOR SUPPORT DOCUMENTATION

KLT 11-29-00

LEO R. & JUDITH A. RAY
WATER PERMITS & LICENSES

LICENSE #	A47-7186	03-14-73	4.00 CFS
LICENSE#	A47-7187	03-14-73	6.00 CFS
PERMIT #	A47-7198	04-04-73	3.00 CFS
PERMIT #	A47-7214	08-16-73	9.00 CFS
PERMIT #	A47-7488	09-15-78	5.40 CFS
LICENSE #	A47-02143	02-16-20	.33 CFS
LICENSE #	A47-02151	02-27-20	.10 CFS
CLAIM #	A47-12311	12-31-30	.30 CFS
CLAIM #	A47-12312	12-31-30	1.17 CFS
LICENSE #	A36-7237	04-21-72	30.00 CFS
LICENSE #	A36-07995	07-17-81	.20 CFS
LICENSE #	A36-7865		30.00 CFS

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

LEO E. RAY and JUDITH A. RAY
4647D RIVER ROAD
BUHL, ID 83316

#44707 GG-02284

Instrument # 187913

GOODING, GOC 3, IDAHO
2000-10-20 03:02:33 No. of Pages: 7
Recorded for . ND TITLE
HELEN EDWARDS Fee: 21.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: MORTGAGE

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Department of Water Resources
Southern Region

Twin Falls County, Idaho

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Deputy: CN

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MORTGAGE

THIS MORTGAGE IS DATED OCTOBER 18, 2000, between LEO E. RAY and JUDITH A. RAY, HUSBAND & WIFE whose address is 4647D RIVER ROAD, BUHL, ID 83316 (referred to below as "Grantor"); and Magic Valley Bank, whose address is 222 Shoshone St E, PO Box 489, Twin Falls, ID 83303 (referred to below as "Lender").

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

SEE ATTACHED.

The Real Property or its address is commonly known as 4647D RIVER ROAD, BUHL, ID 83316.

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 LEO E. RAY and JUDITH A. RAY. 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. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. (Initial Here *[Signature]*)

Lender. The word "Lender" means Magic Valley 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 October 18, 2000, in the original principal amount of **\$284,696.44** 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 October 18, 2005.

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.

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

COPY

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 of a hazardous waste or substance on the properties. 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: 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 and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at 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 under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

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.

TAX AND INSURANCE RESERVES. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

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 complies 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 rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (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.

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.

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

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

Insecurity. Lender in good faith deems itself insecure.

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.

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 (unless otherwise required by law), 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.

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.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Idaho. This Mortgage shall be governed by and construed 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 Leo E. Ray X Judith K. Ray
LEO E. RAY JUDITH K. RAY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Blaine) SS
On this 14th day of October, in the year 2000, before me Sherry Kelley, a notary public in and for the State of Idaho, personally appeared LEO E. RAY and JUDITH K. RAY, known or identified to me (or proved to me on the oath of Sherry Kelley), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.
Notary Public for Idaho Sherry Kelley Residing at Filer ID
My commission expires 7/7/2003

LEGAL DESCRIPTION

TWIN FALLS COUN

Township 9 South, Range 14, East, Boise Meridian, Twin Falls County, Idaho

Section 9: Lot 1 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPT Road Right of Way

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 4: Lots 8, 16 and 17

EXCEPT

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 4: A parcel of ground described as follows:

BEGINNING at the meander corner lying northerly of the South quarter corner of said Section 4 and being the REAL POINT OF BEGINNING;

THENCE from said meander corner south for a distance of 57.33 feet;

THENCE South 26°00'15" East for a distance of 130.67 feet;

THENCE South 87°08'33" East for a distance of 296.67 feet;

THENCE North 1°57'15" West for a distance of 174.49 feet;

THENCE North 42°48'13" West for a distance of 368.07 feet;

THENCE South 20°56'36" West for a distance of 272.91 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH an easement for road access 30 feet in width from the existing Melon Valley county road and centered on the following described line:

BEGINNING at a point located North 1°57'15" West a distance of 92.13 feet from the Southeast corner of the above described parcel:

THENCE North 71°32'23" East for a distance of 48.41 feet;

THENCE North 62°04'33" East for a distance of 93.13 feet;

THENCE North 84°23'19" East for a distance of 161.27 feet;

THENCE South 74°09'08" East for a distance of 229.46 feet;

THENCE South 61°59'49" East for a distance of 367.52 feet;

THENCE South 72°30'44" East for a distance of 251.15 feet to the intersection with the centerline of the existing Melon Valley County Road.

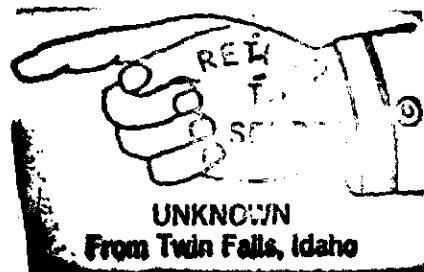
GOODING COUNTY

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho

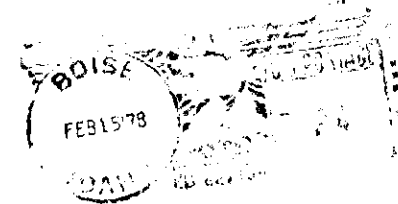
Section 36: NW $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPT 25 feet of public road right of way across the West side conveyed to the State of Idaho by Deed recorded in Book 1 of Deeds, page 434, Gooding County records.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720



Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, ID 83301



Pay for 3/6
134-3300
2194 Alta Vista Dr.
Twin Falls, ID



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

February 6, 1978

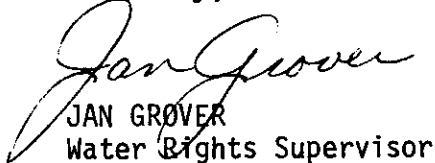
Re: Permit No. 47-7186

Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, ID 83301

Dear Mr. Ray:

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

Sincerely,


JAN GROVER
Water Rights Supervisor

JG/kw
Enclosure

Total number of acres to be irrigated

[illegible]

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

is 9 day of June, 19 77. *W.H.M.*
Lee Ray
(signature)

I, C. STEPHEN ALLRED, Director of the Department of Water Resources

hereby approve the foregoing application for Amendment for Permit No. 47-7186.

January 19 78
Stephen Elia
Director

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 47-7186 Priority March 14, 1973 Amount 4.0 cfs

THIS IS TO CERTIFY, that Leo E. Ray
of Twin Falls, Idaho, has complied with the terms and conditions of Permit
No. 47-7186 issued pursuant to Application for Permit dated March 14, 1973,
and has submitted proof to the Department of Water Resources on April 28, 1976,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 11.70 cfs of water from unnamed springs,
tributary to Snake River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Fish Prod.	from Jan. 1 to Dec. 31	at 4.0 cfs and	n/a
Recreation	from Jan. 1 to Dec. 31	at 4.0 cfs and	n/a
	from to	at cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 4.0 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
n/a acre feet per year, said waters to be diverted within the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, and SW $\frac{1}{4}$ SW $\frac{1}{4}$,
Sec. 4, Twp. 9S, Rge. 14E, B. M. in the County of Twin Falls

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9S	14E	4											X				X		
		9					X												

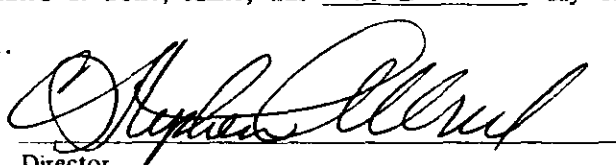
Total number of acres irrigated _____

A measuring device of a type approved by this Department shall be maintained as
part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 29 day of
January, 19 78.


Director

February 6, 1978

Re: Permit No. 47-7186

Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, ID 83301

Dear Mr. Ray:

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

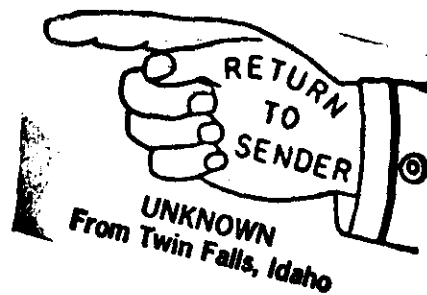
Sincerely,

JAN GROVER
Water Rights Supervisor

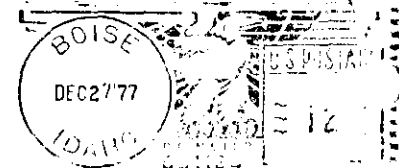
JG/kw
Enclosure

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720



PRESORTED
FIRST-CLASS



Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, ID 83301

*assessor's office has
this address*
← BILL

MICRO



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

734-2128

December 23, 1977

Re: Permit No. 47-7186

Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, ID 83301

Dear Mr. Ray:

A representative of this Department has made an examination of the works covered by your Permit No. 47-7186 and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 4.0 cfs Source: unnamed springs

Point of diversion: NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, and SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, Twp. 9S,
Rge. 14E, B. M.

Beneficial use: Fish Production and Recreation within the SE $\frac{1}{4}$ SW $\frac{1}{4}$,
SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 4, and NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, Twp. 9S, Rge. 14E, B. M.

Priority date established: March 14, 1973

If you do not concur with these findings, please advise us within 10 days; otherwise a license will be issued as set forth in this letter.

Sincerely,

Bill MacAllister

Bill MacAllister
Water Resource Agent

BM/kaw

MICROFILMED

December 23, 1977

Re: Permit No. 47-7186

Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, ID 83301

2194 Alta Vista
734-3760

Dear Mr. Ray:

A representative of this Department has made an examination of the works covered by your Permit No. 47-7186 and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 4.0 cfs Source: unnamed springs

Point of diversion: NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, and SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, Twp. 9S,
Rge. 14E, B. M.

Beneficial use: Fish Production and Recreation within the SE $\frac{1}{4}$ SW $\frac{1}{4}$,
SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 4, and NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, Twp. 9S, Rge. 14E, B. M.

Priority date established: March 14, 1973

If you do not concur with these findings, please advise us within 10 days; otherwise a license will be issued as set forth in this letter.

Sincerely,

Bill MacAllister
Water Resource Agent

WJH/kaw



RECEIVED

Department of Water Resources
Southern District Office

(name spring, stream, etc.)

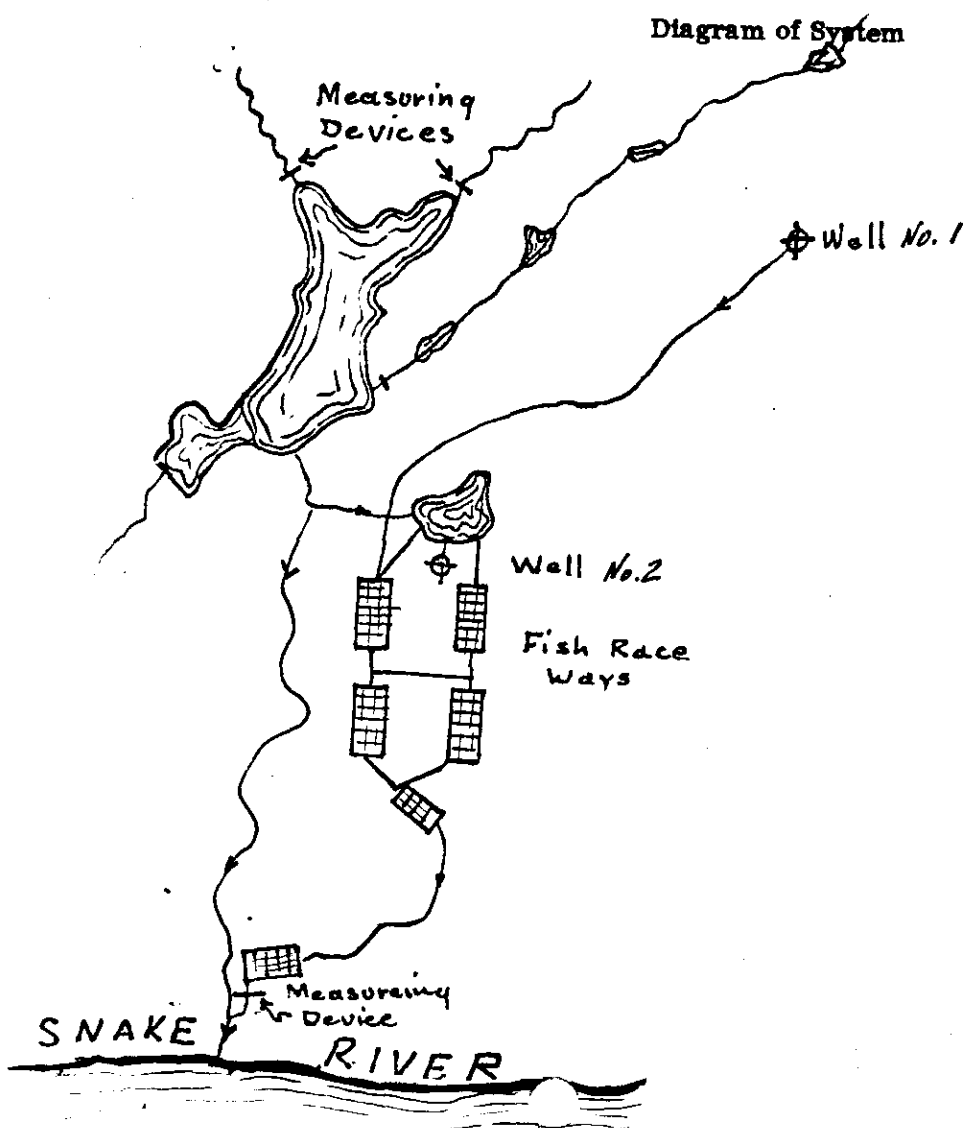
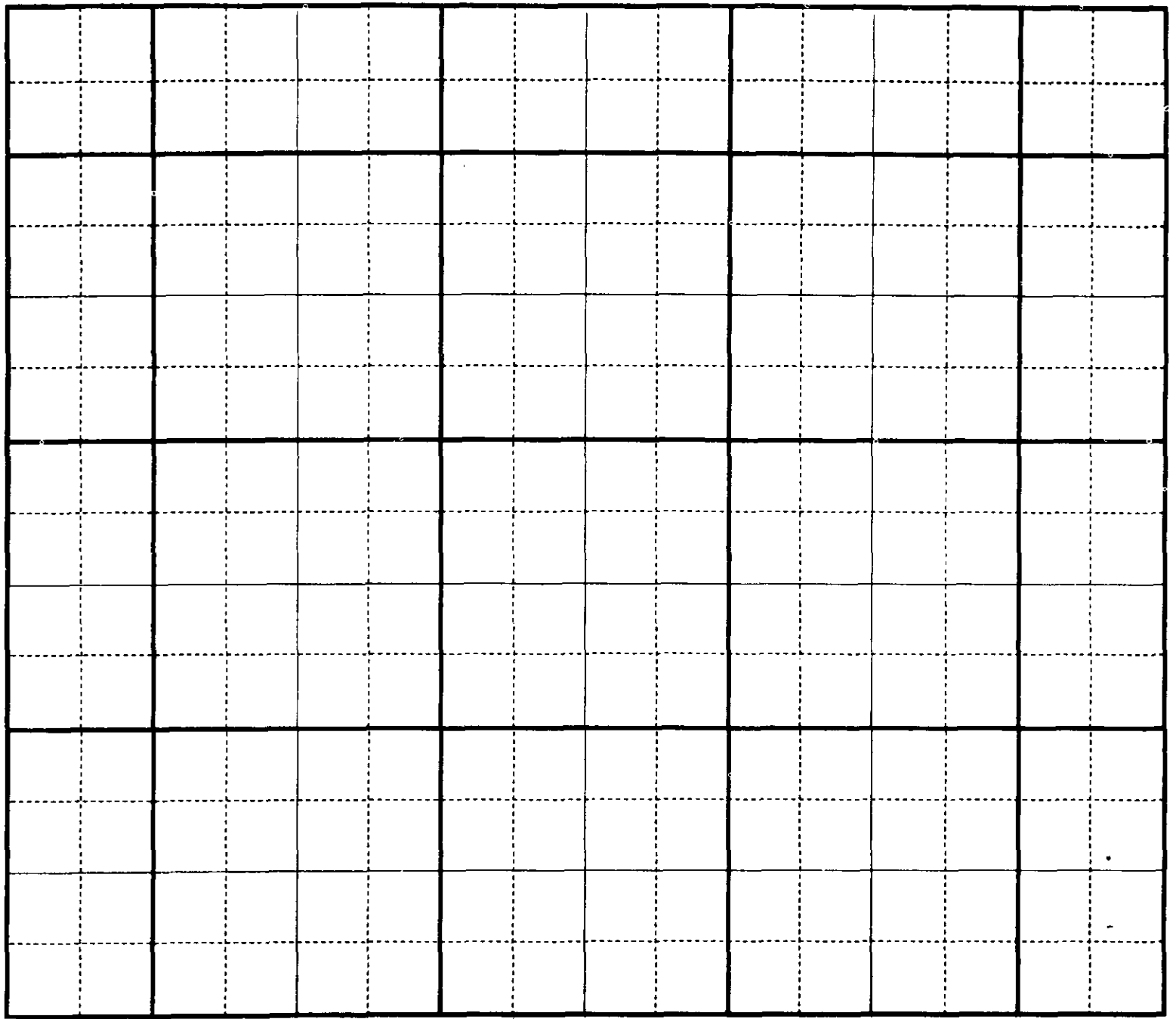
Other uses: _____

Permit No. 47-7186

Examination for 6/4

[illegible]**TOTAL ACREAGE**

2 LIVED



DATE OF EXAM 12-8-76

ACREAGE

Found ✓
Recommended ✓

Irrigation Requirement ✓ Ac Ft/Ac

USE

Fish Prop Q = 4.0 c.f.s. V = — AF/Ann. from Jan 1 to Dec 31
Recreation Q = 4.0 c.f.s. V = — AF/Ann. from Jan 1 to Dec 31
Storage Q = 40.0 AcFt/ V = 40.0 AcFt AF/Ann. from Jan 1 to Dec 31

Is water co-mingled? yes ✓ no —

Name source: groundwater
twp. 9 N/S, Rge 14 E/W, B.M., Sec. 4, Sub. SW 1/4 SE 1/4 Twin Falls County

Exchange? yes — no ✓

Name source exchanged with: —
twp. — N/S, Rge — E/W, B.M., Sec. —, Sub. — 1/4 — 1/4 — County

Point of injection:
twp. — N/S, Rge — E/W, B.M., Sec. —, Sub. — 1/4 — 1/4 — County

Point of exchange:
twp. — N/S, Rge — E/W, B.M., Sec. —, Sub. — 1/4 — 1/4 — County

Total Q measured 11.70 c.f.s. Method of measurement (3) Rectangular Weirs

Total Q recommended 4.0 c.f.s. Meter No. ✓ Type ✓ Condition good

Total V recommended 40.0 AcFt/ANN.

Recommended Amendments:

P.D. —

Inlet Readings

(3) Springs Reading

- (a) 1.11 c.f.s. = .31 - 2' crest standard rectangular weir
(b) 4.73 c.f.s. = .51 - 4' crest standard rectangular weir
(c) 5.86 c.f.s. = .59 - 4' crest standard rectangular weir
11.70 c.f.s.

(1) Well (Hot Water)

3.18 c.f.s. = 1000 gal/42 sec. Badger meter

Spring Readings 11.70 c.f.s. + Hot Water Well Reading 3.18 c.f.s. = 14.88 c.f.s.

Outlet Measuring device Reading

- (1) 11.4 c.f.s. = .93 - 4' crest standard rectangular weir

Hot water and Spring water is co-mingled into a pond where the cold water is used to cool the hot water. A large steel pipe conveys the water to the fish race ways. When the water leaves the race ways it is measured thru a rectangular weir and discharged into the Snake River.

REMARKS:

This permit is also used with permit # 47-7187

Size of each Pond 4' x 20' x 96' 6 ponds
Leo Ray was present during Field Exam.

Examiner's Signature Jerry L. Blay Date 12-7-76

Checked by Michael L. Steele Date 2-16-77

Approved by Michael L. Steele Date 3-1-77

State of Idaho
Department of Water Resources

ROUGH DRAFT

WATER RIGHT LICENSE

License of Water Right No. 47-7186 Priority March 14, 1973 Amount 4.0 cfs

THIS IS TO CERTIFY, that Leo E. Roy
of Twin Falls, Idaho, has complied with the terms and conditions of Permit
No. 47-7186 issued pursuant to Application for Permit dated Mar. 14, 1973,
and has submitted proof to the Department of Water Resources on April 28, 1976,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 11.70 cfs of water from ~~named springs~~ unnamed springs,
tributary to Snake River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Fish Production</u>	from <u>Jan. 1</u> to <u>Dec. 31</u>	at <u>4.0</u> cfs and	<u>N/A</u>
<u>Recreation</u>	from <u>Jan. 1</u> to <u>Dec. 31</u>	at <u>4.0</u> cfs and	<u>N/A</u>
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 4.0 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
N/A acre feet per year, said waters to be diverted within the NE 1/4 NW 1/4 Sec. 9
and SW 1/4 SW 1/4 Sec. 4, Twp 9S Rge 14E in the County of Twin Falls

Description and location of place of use:

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
9S	14E	4											X				X		
9S	14E	9				X													

Total number of acres irrigated _____

Measuring Device shall be maintained.

ROUGH DRAFT

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this _____ day of
_____, 19 ____.

Director

FROM Bill MacAllister

INTER-DEPARTMENT MEMO — 1

TO file #47-7186

DATE 12-7-77

SUBJECT

Since storage is not listed on original permit license cannot be issued showing storage. In any case 40 AF storage is pretty small compared to an annual volume of 2895 AF. Thus "storage" is really just a diversion work.

WJH

SIGNATURE

May 7, 1976

Re: 47-7187, 47-7186

Leo E. Ray
2194 Alta Vista Drive
Twin Falls, ID 83301

Dear Mr. Ray:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the examination so that you may show him the system.

If you have any questions regarding the field examination, please contact our District Office in **Twin Falls**

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

Identification No. _____

Permit No. 47-7186

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 28 1976 *ok j*

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

Department of Water Resources
Southern District Office

1. a) Name of Permit Holder Leo E. Ray
b) Post Office Address 2194 Alta Vista Drive, Twin Falls, Idaho 83301
2. Permit Number 47-7186
3. Date of Priority that you are prepared to establish 3-14-1973
4. a) Source from which water was appropriated Seep Springs
b) Location of the point of diversion: NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 9
Township 9S, Range 14E Boise Meridian, Other points of diversion: _____
5. a) The amount of water and use to which the water has been applied:
Amount 4.0 for Fish Propagation purposes from January 1 to December 31 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount 4.0 for Commercial purposes from January 1 to December 31 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount 4.0 for Recreation purposes from January 1 to December 31 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
40 Acre Ft. for Storage January 1 December 31
b) Total amount appropriated 4.0cfs & 40 Ac/Ft cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Leo Ray
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: _____
b) Describe the agreement or understanding by which you take water from the works: _____
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 90° V Notch & 4' Cipolletti Wier. Water is conveyed to its place of use by means of ditch to fish ponds and raceways.
b) Describe the type and size of measuring device which you have installed at your point of diversion: 90° V Notch and 4' Cipolletti Wier
c) Give well driller's name and address and the date the well was completed: _____
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: Fish propagation, commercial, recreation & storage.

5-7-76 *j*

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S	14E	9					X												
		4															X		

Total number of acres irrigated _____

10. Remarks: _____

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

4/28/76
(Date)

Leo E Ray
(Signature)

State of Idaho)
County of Quinn Falls) ss.

On this 28th day of April, 19 76, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Paul E. Chapp
Notary Public residing at Quinn Falls, Idaho

My commission expires 8-17-76

PS Form 3811, Jan. 1975

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☐ Show to whom, date, & address of delivery.. 35¢
- ☐ **RESTRICTED DELIVERY.**
Show to whom and date delivered..... 65¢
- ☐ **RESTRICTED DELIVERY.**
Show to whom, date, and address of delivery 85¢

2. **ARTICLE ADDRESSED TO:**

CONFIDENTIAL

3. **ARTICLE DESCRIPTION:**

REGISTERED NO. | CERTIFIED NO. | INSURED NO.

138371

(Always obtain signature of addressee or agent)

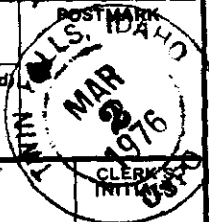
I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:



UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on reverse side.
- Moisten gummed ends and attach to back of article.

PENALTY FOR PRIVATE
USE TO AVOID PAYMENT
OF POSTAGE, \$300



**RETURN
TO**



DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

March 1, 1976

CERTIFIED MAIL

138371

Re: Permit No. 47-7186, 47-7187

Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, Idaho 83301

Dear Mr. Ray:

One of the conditions of approval of your water Permit No 47-7186, 47-7187 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before May 1, 1976. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.



R. KEITH HIGGINSON
Director

RKH:jg
Enc: Proof affidavit

June 20, 1973

Re: Permit No. 47-7186

Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, Idaho 83301

Dear Mr. Ray:

Enclosed please find a copy of the approved application for ~~amendment~~ amendment in connection with the above referenced permit.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:jc
Enclosure
bc⁴ Southern District Office

June 8, 1973

Re: Permit No.'s 47-7186 & 47-7187

Leo E. Ray
2194 Alta Vista Dr.
Twin Falls, Idaho 83301

Dear Mr. Ray:

Enclosed please find copies of the approved applications ~~for~~ amendment in connection with the above referenced permits.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

jc
Enclosures

47 7186

April 19, 1973

Re: Permit No. 47-7186

Mr. Leo E. Ray
2194 Alta Vista Drive
Twin Falls, ID 83301

Dear Mr. Ray:

Enclosed is a copy of your approved Application for Permit No. 47-7186. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:cd

Enclosures

47 7186

March 15, 1973

RE: Application Nos. 47-7186 & 47-7187 - Leo E. Ray

Robert Bell
Idaho Fish and Game Department
P. O. Box 138
Jerome, ID 83338

Dear Bob:

We are enclosing a copy of the above referenced applications for permit, which may be of interest to your agency.

Please review the applications and if you have any comments, please submit them to our Department as soon as possible.

We normally complete the processing of an application within a six (6) week period and we are required to take final action shortly thereafter.

If we may be of any assistance to you in the meantime, please do not hesitate to contact this Department.

Sincerely,

Bob Haynes
District Engineer
Southern District

BH:alw

Enc.

47 7186

March 15, 1973

RE: Application No. 47-7186 - Leo E. Ray

Leo E. Ray
2194 Alta Vista Drive
Twin Falls, ID 83301

Dear Mr. Ray:

In reviewing your application for permit, we find that you have listed the point of diversion as being located on government property. Therefore, before final action can be taken in connection with this application, we will require evidence of your authority for right-of-way across government property. A copy of the easement would be sufficient.

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

Very truly yours,

Bob Haynes
District Engineer
Southern District

BH:alw

47 7186

March 15, 1973

RE: Application Nos. 47-7184 - David Kinyon
47-7185 - David Kinyon
47-7186 - Leo E. Ray
47-7187 - Leo E. Ray

Oshl Herald
P. O. Box 312
Oshl, ID 83316

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. 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. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

Bob Haynes
District Engineer
Southern District

SH:alw

Bill submitted 4-6-73 by alw

Enc: Legal Notices (4)

47 7186

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Leo E. Ray,
2194 Alta Vista Drive, Twin Falls, ID
has on March 14, 1973 submitted Application No. 47-7186
for a permit to appropriate 4.0 cubic feet per second ~~across feet per second~~
of water from seep springs, tributary of Snake River
by means of concrete wing wall in springs and pipeline
within the NW1/4, Sec. 9, T. 9S, R. 14E, B.M., Twin Falls County
to be used from Jan. 1 to Dec. 31
for fish propagation, recreation, and commercial purposes
within the SE1/4, Sec. 4; NE1/4, Sec. 9, T. 9S, R. 14E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301 on or before April 9, 1973.

R. KEITH HIGGINSON

Director

Published in the Buhl Herald, Buhl, ID
on March 22 and March 29, 1973

47 7186

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that Leo E. Ray, 2194 Alta Vista Drive, Twin Falls, Idaho, has on March 14, 1973, submitted Application No. 47-7186 for a permit to appropriate 4.0 cubic feet per second of water from seep springs, tributary of Snake River by means of concrete wing wall in springs and pipeline within the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, T. 9S, R. 14E B.M. Twin Falls County to be used from Jan. 1 to Dec. 31 for fish propagation, recreation, and commercial purposes within the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 4; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, T. 9S, R. 14E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301 on or before April 9, 1973.

R. KEITH HIGGINSON
Director

Published in the Buhl Herald,
Buhl, Idaho, on March 22, and
March 29, 1973. *OK*
(11t2) *alw* 3-20-73

17 7186

47-7186

June 8, 1972

Mr. Leo Ray
313 Street North
Twin Falls, Idaho

Dear Mr. Ray:

On the 24th of May, I wrote to you concerning your plans for mitigation of effects of an alteration along the north bank of the Snake River below Twin Falls. I have not had a response from you to date and I request that you give prompt attention to this matter as soon as possible.

If we may be of assistance, please contact us.

Very truly yours,

Bob Haynes
Water Resource Inv. Adm.
Southern District

BH/bl

47 7186

May 24, 1972

Mr. Leo Ray
313 Street North
Twin Falls, Idaho

Dear Mr. Ray:

Pursuant to our discussion, I am requesting information concerning your plans for stabilization of the material deposited along the bank of the Snake River in the canyon at Twin Falls. If you will supply us with this information, we will send a letter of approval, if it meets with our desires and those of the Department of Fish & Game.

Thank you for your cooperation in this matter.

Sincerely,

Bob Haynes
Water Resource Inv. Adm.
Southern District

BH/b1

17 7186

John Kemper i-qr.
733-~~96~~28

Joe Hackney
733-4559

RECEIVED

JUN 15 1972

Department of Water Administration

6-15-72

Mr. Bob Haynes
Water Resource Inv. Adm.
Statehouse Annex 2
Boise Idaho, 83707

Dear Mr. Haynes:

I have terminated my services with Royal Catfish Ind. I can not say who will be handling this responsibility in the future.

My recommendations to Royal Catfish Ind. is as follows. The banks be sloped with a backhoe at places where slumpage may occur. This can be done by pulling the soil back on the bank. The area should then be seeded with grass for immediate cover and blackberry bushes transplanted for cover that will enhance the ecology and wildlife of the area.

Sincerely

Leo E. Ray
Leo E. Ray

2194 Alta Vista Dr.
Twin Falls Idaho
83307

47 7186



Bob Hynes
Water Resources Div. Adm.,
Stoltzman Annex,
Boise Idaho 83707

47 7186