

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 36906
Permit No. G- 28914
District No.

1. Name of Applicant: Clyde Call
Postoffice address: Clifton County: Franklin State: Idaho

2. Quantity of water claimed:
(a) Rate of withdrawal in cubic feet per second 1.8 or Idaho
Miners' inches 90 or gallons per minute
(b) Annual withdrawal in acre feet per annum

3. Source of water supply: Well drilled

4. Location of point of diversion or well is in the SW 1/4 of the NW 1/4 of Section 35
Twp. 14 S , Rge. 38 E , B.M., County of Franklin

5. Water is to be used for: Irrigation

6. If for municipal, industrial or recreational purposes, give:

(a) Point of use of water is in the 1/4 of the 1/4 of Section , Twp.
Rge.

(b) Waste water or sewage effluent is to be returned to
at a point in the 1/4 of the 1/4 of Section , Twp.
Rge.

7. Kind of works: Deep well pump which will pump into a gravity ditch for gravity irrigation

8. Estimated cost of works: \$ 8000

9. (a) Is reservoir to be used? No

(b) Capacity of reservoir:

10. The time required for the completion of such work and complete application of the water to the proposed use is 5
years.

11. If applicant is a corporation, give:

I. (a) Date and place of incorporation:

(b) Amount of capital stock: \$

(c) Amount paid in: \$

(d) Names and addresses of directors:

II. The financial resources of the applicant are (a) Cash on hand: \$

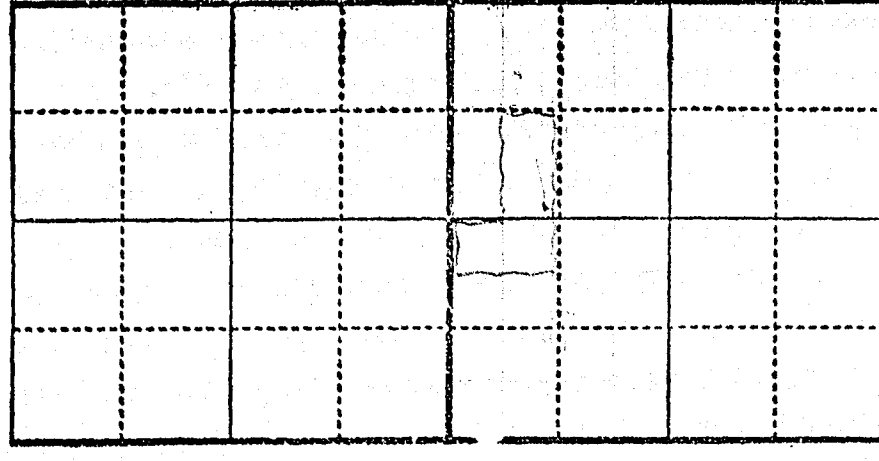
(b) Treasury stock:

(c) Bonds to be issued:

(d) Other resources:

12. The land to be irrigated is described in the following tabulation:

13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: I own 88 shares of
Twin Lakes Canal Co. but no other decreed or private water rights
(a) 90 M.I. (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplied to the existing water rights.
(b) NO (cubic feet per second, inches or gallons per minute) is for new lands.



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.

By

August 2, 1960

Reclamation Engineer

August 4, 1960

February 4, 1963

just, 1960

STYLITE

Director of State of t

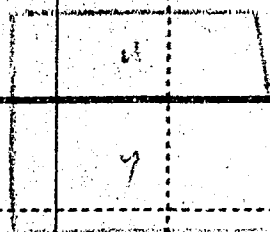
100

NAME OF APPLICANT

Clyde Call

Form No. 0

2726
3435



Well

35

Scale 1" = 660'

Trwp 145 Rng 38E

Franklin Co. Sda.

N

Permit No. 28914

Approved

GEO. N. CARTER

Permit Engineer

RECEIVED
JUL 28 1960

Department of Reclamation

July 27, 1960
Clifton, Idaho

State of Idaho
Department of Reclamation
Boise, Idaho

Gentlemen;

Enclosed is my Completed Application for Permit to appropriate the subterranean waters of the State of Idaho. Please process it and notify me of the necessary further action.

Very truly yours,

Clyde Call
Clyde Call

28914

July 28, 1960

RE: Application for Permit

Clyde Call
Clifton, Idaho

Dear Mr. Call:

Returned herewith is the application for permit.

You should answer questions under 7 - 9 (a) and (b) if applicable, and 13; also enclose two maps.

You did not enclose the filing fee of \$5.25 for 1.8 cubic feet per second.

Kindly complete your application and return with the filing fee, and the application will be processed.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

(Mrs.) Edna P. Rule
Chief Clerk

RT:EPR:mr
Enc. application

RECEIVED
AUG 2 1960
Department of Reclamation

Clifton, Idaho
Aug. 1, 1960

Department of Reclamation
State House
Boise, Idaho

Gentlemen;

In accordance with your letter of July 28th, I have made the necessary corrections and completions in my application. I also enclose a filing fee of \$5.25.

The application, along with both maps, is enclosed.

Very truly yours,

Clyde Call
Clyde Call

28914

August 12, 1960

Re: Permit No. G-28914

Mr. Clyde Call,
Clifton, Idaho.

Dear Mr. Call:

We enclose Permit No. G-28914 in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

We also enclose Departmental Receipt No. G-5102 which was issued covering payment in the amount of \$5.25 for the filing fee of the above mentioned permit.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

(Mrs.) Edna P. Rule
Chief Clerk

Encl.
EPR:pmk

28914

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

Boise, Idaho

June 1, 1965

Re: Permit No. G- 28914

Clyde Call
Clifton, Idaho

Dear Mr. Call:

The date for proofs of Completion of Works and Application of water to beneficial use, as set out under terms of Permit No. G- 28914 are due not later than **August 4, 1965**

Before these proofs can be made, the statutory requirement is that a notice of your intention of proof be published once a week for four consecutive weeks in a newspaper within the county in which the land is located. In completing the Notice of proof for publication, the information should be taken from your Permit, including any amendments made in connection with a change of point of diversion or land list, which has been recorded in this department. If changes have been made and no amendments are on record, we advise you request a form for this purpose before your Notice is published.

We enclose Form 36, in duplicate, which is to be filled out and returned to this department at least FORTY (40) DAYS BEFORE THE MENTIONED DATE, (allowing for four weeks publication). Please give the name of the town, the address of the place where the depositions will be executed, and, the name of the notary public before whom you will appear to make the depositions of proof (this may be at any place convenient for you and your two witnesses), the quantity of water filed; for what purpose it is used; the point, or points, of diversion; and the location of use or the lands which are irrigated -- all by legal land description.

Enclosed also is Form 11, which is the authorization for us to have the notice published in the designated county newspaper at your expense. This is to be returned with two Forms 36.

At the time we send the notice to the newspaper we will send to you the forms for the depositions of holder and two disinterested witnesses. It is important that the depositions be executed at the time, on the date set, at the place named, and before the notary public, as advertised in the publication notice.

Very truly yours,

Carl E. Tappan

State Reclamation Engineer

Enclosures Forms 36 and 11

28914

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 A.M., on the 14th day of July
1965, at Preston, County of Franklin, State of Idaho
before Ted B. Larsen, Notary Public, at (address) 10 West Oneida, Preston, Idaho, proof will be submitted of the completion
of works for the diversion of 1.8 cubic feet per second of underground water from a
well, and of the application to beneficial use of said water, in accordance with the
terms and conditions of Permit No. G 28914, heretofore issued by the Department of
Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit
is Clyde Call Clifton, Idaho

2. Said works of diversion will be fully completed on the date for such completion,
and the amount of water which said works are capable of conveying to the place of
use is 1.8 cubic feet per second.

3. The use to which said water has been applied is irrigation,
purposes and the amount applied to beneficial use is
1.8 cubic feet per second.

4. The point of diversion of said water is SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 35 Twp 14 SR 38EBM

5. The place where said water is used is 4 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$, 7 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 34,
39 acres SW $\frac{1}{4}$ NW $\frac{1}{4}$, 40 acres SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 35, all in Twp 14 S.R 38 EBM.

6. The date of priority which said user is prepared to establish is August 11, 1960

CARL E. TAPPAN

State Reclamation Engineer

28914

Re: Permit No. **G-28914**
Clyde Call

Date: **June 7, 1965**

Preston Citizen,
Preston, Idaho.

Gentlemen:

Enclosed you will find Notice for Publication, once a week
for four consecutive weeks prior to **July 14, 1965**
the date set for proof; the expense of the publication is to be paid
by the applicant **Clyde Call,**
of **Clifton, Idaho** to whom you should
furnish proof of publication on or prior to the date set for proof.

Please acknowledge receipt of this notice and furnish this
office with a copy or tear sheet of the first publication. **

Very truly yours,

Carl E. Tappan
CARL E. TAPPAN
State Reclamation Engineer

** If the first copy is not received in this office for checking
purposes and errors appear in subsequent issues, it is possible
that re-publication of corrected copy will be at your own expense

28914

(office yellow copy)

June 7, 1965

Re: Permit No. 0-28914

Mr. Clyde Call,
Clifton, Idaho.

Dear Mr. Call:

This acknowledges the Notice of Proof of Completion of Works and Application of water to Beneficial Use under Permit No. 0-28914. The proofs are to be made at 10:00 o'clock A.M., on the 14th day of July, 19 65, before Fred B. Larson, 10 West Cassida, Preston, Idaho, Notary Public.

As of this date, we have mailed the Notice to the Preston Citizen Preston, Idaho, with instructions to publish it once a week for four consecutive weeks prior to the date set for final proof then mail the affidavit of publication and statement of costs to you.

It is important that the enclosed depositions be executed by you and two disinterested witnesses who are familiar with the terms of the permit and the work done thereunder, at the place, on the date, and at the time and before the Notary, as advertised. It is very important and necessary that each question be answered in detail.

In returning the depositions to this office, be sure that all copies have been signed, the Notary's seal has been placed on each and that all depositions, (holder and two witnesses) are being returned. Also be sure to enclose the AFFIDAVIT OF PUBLICATION.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

(MRS.) EDNA P. RULE
Chief Clerk

Encl.
EPL:pmk
cc: Notary

28914

ROBERT E. SMYLIE
Governor



CARL E. TAPPAN
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
107 STATE HOUSE
BOISE, IDAHO 83701

July 15, 1965

RE: Permit G-28914
Clyde Call

Clyde Call
Clifton,
Idaho

Dear Mr. Call:

Returned herewith are your depositions in connection with proofs for the above numbered permit.

The depositions in Question # 6 for the holder and both witnesses state there are 7 acres of ground in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ while the publication notice and the permit has this land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34.

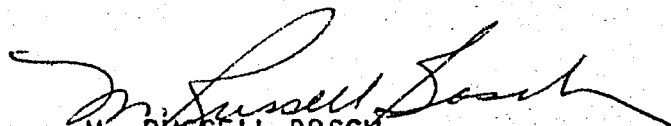
If there has been a change in the land list it will require that the permit be re-published at your expense and an amendment to the land list. This could have been a typographical error.

Enclosed are forms for making the amendment and the recording fee will be \$1.00

Please make the necessary correction and/or amendment and return promptly.

Very truly yours,

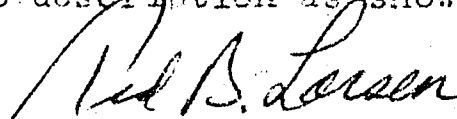
CARL E. TAPPAN
State Reclamation Engineer


M. RUSSELL BOSCH
State Water Rights & Records Clerk

MRB:ct

Enc. land list amendment
depositions

Gentlemen: The error was typographical on my part. The witnesses and holder testified to the description as shown on the permit application plat.



28914

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. G 28914

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE
and Completion of Works

DEPOSITION OF HOLDER

RECEIVED
JUL 15 1965

Department of Reclamation

RECEIVED
JUL 21 1965

Department of Reclamation

Ques. 1. State your name, residence occupation and postoffice address:
Clyde Call Clifton, Idaho Farmer Clifton, Idaho

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf:

Ques. 3. State number, approval date of permit, and date of priority:
G 28914 August 4, 1960 August 2, 1960

Ques. 4. State source of water supply: Well
Give location of point of diversion, showing subdivision, section, township and range
SW1/4NW1/4 Sec 35 Twp 14 SR 38 EBM

Ques. 5. Describe your works of diversion: Pump and ditches
; state amount of water they are capable of conveying from point of diversion to place of use: 1.8 cfs; Give name of canal or ditch or other works by which water is conducted to such place of use: private ditch on my own property; if a well, state depth of well 200 feet; depth and size of casing 200 feet 15" casing; depth to water 12 feet; if pump is used, state discharge of pump: 1.8 cfs; tell how it was measured or determined Johnson Pump Co. of Idaho falls tested discharge; if sprinkler irrigation, give number and size of nozzles and operating pressure:

Ques. 6. State for what purpose water is used: Irrigation
(If for irrigation, name each subdivision in which used and number of acres in each subdivision that have actually been irrigated with said water:
4 acres NE1/4NE1/4, 7 acres SE1/4NE1/4 Sec 34; 39 acres SW1/4NW1/4, 40 acres SE1/4NW1/4 Sec 35, all in Twp 14 SR 38 EBM.

28914

State nature of all improvements which have been made as a direct result of said use:
Drilled well, installed pump

Ques. 6-a: If this is a ground water permit, give name and address of person that drilled the well: George Gaile-y, Twin Falls, Idaho

Ques. 7. If for other than irrigation purposes, show full legal description of place of use and state purpose for which water is used:

Ques. 8: If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder:

Quest. 9: State when and in what amount the water diverted under above mentioned permit has been first used: August 2, 1960 1.8 cfs - Time used since first use:

Continuously during irrigation season ever since that time.

Ques. 10. Describe all other water rights appurtenant to same place of use: 88 shares of Twin lakes Irrigation Company Water stock.

(sign)

Clyde Call

I hereby certify that the foregoing testimony was read to the above subscribed, before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in

Preston, County of Franklin

State of Idaho, on this 14th day of July, A. D. 19 65.

Red B. Larsen

My commission expires: May 12, 1966

RECEIVED

JUL 21 1965

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. G 28914

* * * * *

Department of Reclamation

RECEIVED

JUL 15 1965

Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

William Henderson 77 Clifton, Idaho Farmer

Ques. 2 Are you acquainted with Clyde Call, the holder of
Permit No. G 28914? How long have you known him and where does he reside?

Yes 40 years Clifton, Idaho

Ques. 3. Have you read or heard said Permit No. G 28914 read, and are you familiar
with its provisions and conditions: Yes x No.

Ques. 4. State source of water supply: Well

Give location of place of diversion, showing subdivision, section, township and range
SW1/4NW1/4 Section 35 Twp 14 SR 38 EBM

Describe works for conveying water to place of use: Pump and ditches

Ques. 5. How many second feet of water do you estimate said works will safely conduct
to place of use: 1.8 cfs How much water have you seen being so
conveyed? 1.8 cfs

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving
full legal description:
4 acres NE1/4NE1/4, 7 acres SE1/4NE1/4 Section 34; 39 acres SW1/4NW1/4, 40 acres
SE1/4NW1/4 Section 35, all in Twp 14 SR 38 EBM.

28914

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Mountain loan 2.5 acre feet per season

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned? If so, in what way and to what extent? No

Ques. 10. When did you first see this water used? August 1960

Other times you have seen such use: every year thereafter during the irrigation season

(Signed):

William Henderson

* * * * *

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in

Preston, County of Franklin, State of Idaho, on this 14th day of July, A. D. 19 65

Red Larson

Notary Public for the State of Idaho

Residing Preston, Idaho

My commission expires May 12, 1966

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
Boise, Idaho
Permit No. G 28914

* * * * *

RECEIVED
JUL 11 1965
Department of Reclamation
RECEIVED
JUL 15 1965
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE
and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

Albert M. Lewis 73 Clifton, Idaho Farmer

Ques. 2 Are you acquainted with Clyde Call, the holder of
Permit No. G 28914 ? How long have you known him and where does he reside?

yes 25 years Clifton, Idaho

Ques. 3. Have you read or heard said Permit No. G 28914 read, and are you familiar
with its provisions and conditions: Yes X No.

Ques. 4. State source of water supply: Well

Give location of place of diversion, showing subdivision, section, township and range
SW1/4NW1/4 sec 35 Twp 14 SR 38 EBM

Describe works for conveying water to place of use: Pump and ditches

Ques. 5. How many second feet of water do you estimate said works will safely conduct
to place of use: 1.8 cfs How much water have you seen being so
conveyed? 1.8 cfs

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving
full legal description:

4 acres NE1/4NE1/4, 7 acres SE1/4NE1/4 Sec 34; 39 acres SW1/4NW1/4, 40 acres
SE1/4NW1/4 Sec 35, all in Twp 14 SR 38 EBM.

28914

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Mountain Loam

2.5 acre feet per season

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned? If so, in what way and to what extent? no

Ques. 10. When did you first see this water used? August 1960

Other times you have seen such use: every year thereafter during the irrigation season

(Signed):

Albert M Lewis

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in

Preston, County of Franklin, State of Idaho, on this 14th day of July, A. D. 1965

Red B. Larsen

Notary Public for the State of Idaho

Residing Preston, Idaho

My commission expires May 12, 1966

No 910

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Franklin

ss.

Wayne D. Bell
being duly sworn,

deposes and says:

That he is the Co-publisher of

THE PRESTON CITIZEN, a weekly newspaper published at Preston, in the County of Franklin and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Preston; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for

four consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

June 10, 1965, and ending with the issue of July 1, 1965.

Fees, \$25.37

Subscribed and sworn to before me this 22nd day

of June, 1965.

Beverly W. Martensen

Notary Public, Residing at Preston, Idaho

My Commission Expires

1 Dec, 1968.

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 A.M., on the 13th day of July 1965, at Preston, County of Franklin, State of Idaho, before Ted B. Larsen, Notary Public, at 10 West Oneida, Preston, Idaho, proof will be submitted of the completion of works for the diversion of 1.8 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G 28914, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is Clyde Call, Clifton, Idaho.

2. Said works of diversion will be fully completed on the date for such completion and the amount of water which said works are capable of conveying to the place of use is 1.8 cubic feet per second.

3. The use to which said water has been applied is irrigation, purposes and the amount applied to beneficial use is 1.8 cubic feet per second.

4. The point of diversion of said water is SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 35 Twp 14 SR 38EBM.

5. The place where said water is used is 4 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$, 7 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34, 39 acres SW $\frac{1}{4}$ NW $\frac{1}{4}$, 40 acres SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 35, all in Twp 14 SR 38 EBM.

6. The date of priority which said user is prepared to establish is August 2, 1960.

CARL E. TAPPAN
State Reclamation
Engineer

No. 910 — Pub June 10, 1965 to July 1, 1965.

28914

July 23, 1965

Re: Permit No. G-28914

Clyde Call
Clifton, Idaho

Dear Mr. Call:

We acknowledge receipt of the depositions of holder and two witnesses, also affidavit of publication in the PRESTON CITIZEN, all submitted in proof of completion of works and beneficial use on Permit No. G-28914.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try and contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR:

We are enclosing your statement of cost as it is not necessary for our file.

28914

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

PERMIT NO. G-28914

REPORT ON PROOF OF Completion of Works & Beneficial Use

Clyde Call, Clifton, Idaho

5DD-249

756

580

Town of
Chifton

20

8

34
PD

37	40	77	dec.
P.D.	55		

ST. # 35

Subdivisions ✓

AREL. 77 acres

Allow $Q = 1.54 \text{ cfs or } 77 \text{ gpm}$

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

REPORT OF EXAMINER

Permit No. G-28914

This proof is for Completion of Works & Beneficial Use In Water District No.

1. Name of applicant Clyde Call

2. Source of water supply: Subterranean

3. Location of point of diversion: Is in the SW 1/4 of Section 35

T. 14 S. R. 38 E. B. M. County of Franklin

4. Describe works as they exist, giving dimensions and capacities of same: 40 HP US

Holloshaft Motor # 1224889, Johnston Pump # 4537, 8" discharge
to concrete spill pit and concrete ditch to fields.

5. Water is used for: Irrigation

6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

E 1/2 NE 1/4, Sec. 34., S 1/2 NW 1/4 Sec. 35., Twp. 14 S., Rge. 38 E. B. M. (90 acres)

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks: Talked to Mrs. Clyde Call, Mr. Call was down field

Measured by Co. O. D. and Calif. Pipe Method.

Co. O. D. : 7 3/4" ID Pipe with 0.16' feet of water. 12" = 1.341

Calif. Pipe Method 7 3/4" ID Pipe = 1.74 cfs = 87 cfs

This examination was made on the 16 day of July, 1966

(Signed)

Logan Johnson

Examiner.

28914

Clyde Call
Clifton, Idaho

Permit No. G-28914

Examination for Completion of Works & Beneficial Use

County Franklin

Sec. 35 T14S R38 EBM

Quantity: 1.8

Source: W. E. D. D. D. D.

P.D.: S.W.N.W. 35, 14, 38 E

Use: IRRIGATION

Extension:

Protest:

Completion of Works:

Other Rights: 88 SHARES OF TWIN
LAKES CANAL COMPANY

Filed: Aug. 2, 1960

Due: Aug. 2, 1965

Made: July 14, 1965

Priority: Aug. 2, 1960

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED

AUG 8 1966

W. E. D. D. D.

W. E. D. D. D.

28914

October 10, 1966

RE: Permit No. G-28914

Clyde Call
Clifton, Idaho

Dear Mr. Call:

Our field examiner's report on his inspection of proof of completion of works and application of water to beneficial use under the terms of Permit No. G-28914 shows the well ~~(is)~~ is ~~(now)~~ capable of conveying 77 miner's inches, or 1.54 c.f.s. However, due to the limitations of your permit, we can only allow the amount of water originally requested, the amount of water actually used beneficially, or 1 (one) miner's inch per irrigated acre.

Upon receipt of the statutory fees, totaling \$ 9.00 , we will issue the Certificate of Completion of Works for 1.54 c.f.s. and the License and Certificate of Water Right for 1.54 c.f.s. confirming the right, with priority of August 2, 1960 , to the use of subterranean water with the point of diversion in SW¹/₄ NW¹/₄, for irrigation of 77 acres in S¹/₂ NW¹/₄, Sec. 35, T. 14 S, R. 38 E, B.M.

Very truly yours,

M. Russell Bosch
Office Manager

MRS:nw

10
28914

Clifton, Idaho
Oct 17-1966

State of Idaho
Department of Reclamation
Boise Idaho

RECEIVED
OCT 18 1966

Department of Reclamation

Gentlemen;

I am enclosing \$9.00 in check for the
statutory fees for Permit No. 28914.

Yours truly,

Clyde Call

Clifton Idaho

28914

XXXXXXXXXX

November 29, 1966

Re: Permit No. G-28914

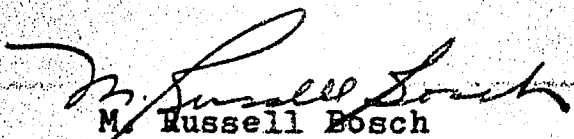
Clyde Call
Clifton, Idaho

Dear Mr. Call:

Enclosed are the Certificate of Completion of Works and
License and Certificate of Water Right on the above
numbered permit.

Also enclosed is departmental receipt No. G-10992 in
the amount of \$9.00 covering the fees.

Very truly yours,


M. Russell Bosch
Office Manager

MRB:mr

Enc.

28914

Permit No. G-28914

Certificate of Completion
of Works

Dated November 29, 1966

Stream a well

County Franklin

Amount 1.54 c.f.s.

Date of Priority August 2, 1960

Recorded in Book 102

of Permits, page 28914

28914

Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to certify that CLYDE CALL
 of Clifton , County of Franklin , and State of
 Idaho , the holder of Permit No. G-28914 , issued upon
 Application No. G-36906 bearing date of priority of August 2, 1960 , authorizing the
 diversion of 1.8 second feet of waters of a well

County of Franklin , State of Idaho, for irrigation
 purposes, ha. ^s fully complied with the provisions of the laws of the State of Idaho
 relating to the proof of completion of the works of diversion set out and described in said
 Permit; that said works are adequate for diverting and conveying to the place of intended
 use 1.54 second feet of the waters of a well, tributary of
 subterranean flow;

that the point of diversion of said waters SW¹/₄NW¹/₄, Sec. 35, T. 14 S, R. 38 E, B.M.

and that the lands proposed to be irrigated by the use or place of use of said water are
 described as follows, to-wit: S¹/₄NW¹/₄, Sec. 35, T. 14 S, R. 38 E, B.M.

Proof of Completion of Works made: July 14, 1965

Witness my hand this 29th day of November, A. D. 19 66

R. Keith Higgins
 State Reclamation Engineer

State of Idaho

LICENSE AND CERTIFICATE
OF WATER RIGHT

Water License No.	G-28914
To	Clyde Call
	Clifton, Idaho
Source of Supply	subterranean
Franklin	County
Amount	1.54
	Sec. Ft.
Point of Diversion	SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 35,
	T. 14 S, R. 38 E, B.M.
Place of Use	S $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 35,
	T. 14 S, R. 38 E, B.M.
Purpose	irrigation
Date of Priority	August 2, 1960
Recorded	November 29, 1966
in Book	14 of Licenses, page 8603

State of Idaho

License and Certificate of Water Right

Water License No. G-28914 Priority August 2, 1960 Amount 1.54 c.f.s.

THIS IS TO CERTIFY that

CLYDE CALL

of Clifton, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated August 2, 1960; that Permit No. G-28914 was issued under said application; that Certificate of Completion of Works, with a carrying capacity of 1.54 second feet, was issued thereunder on November 29, 1966, showing that said works were completed on the 14th day of July, 1965; and that on the 14th day of July, 1965

CLYDE CALL

of Clifton, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of a right to the use of the waters of a well

a tributary of subterranean flow for the purpose of irrigation under Use Permit No. G-28914 of the Department of Reclamation, and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 14 of Licenses, at Page 8603, on the 29th day of November, 1966.

The right hereby confirmed dates from August 2, 1960.

The Point of Diversion is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 35, Twp. 14S, R. 38E, B.M. Franklin County.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 1.54 cubic feet per second.

Description and location of use:

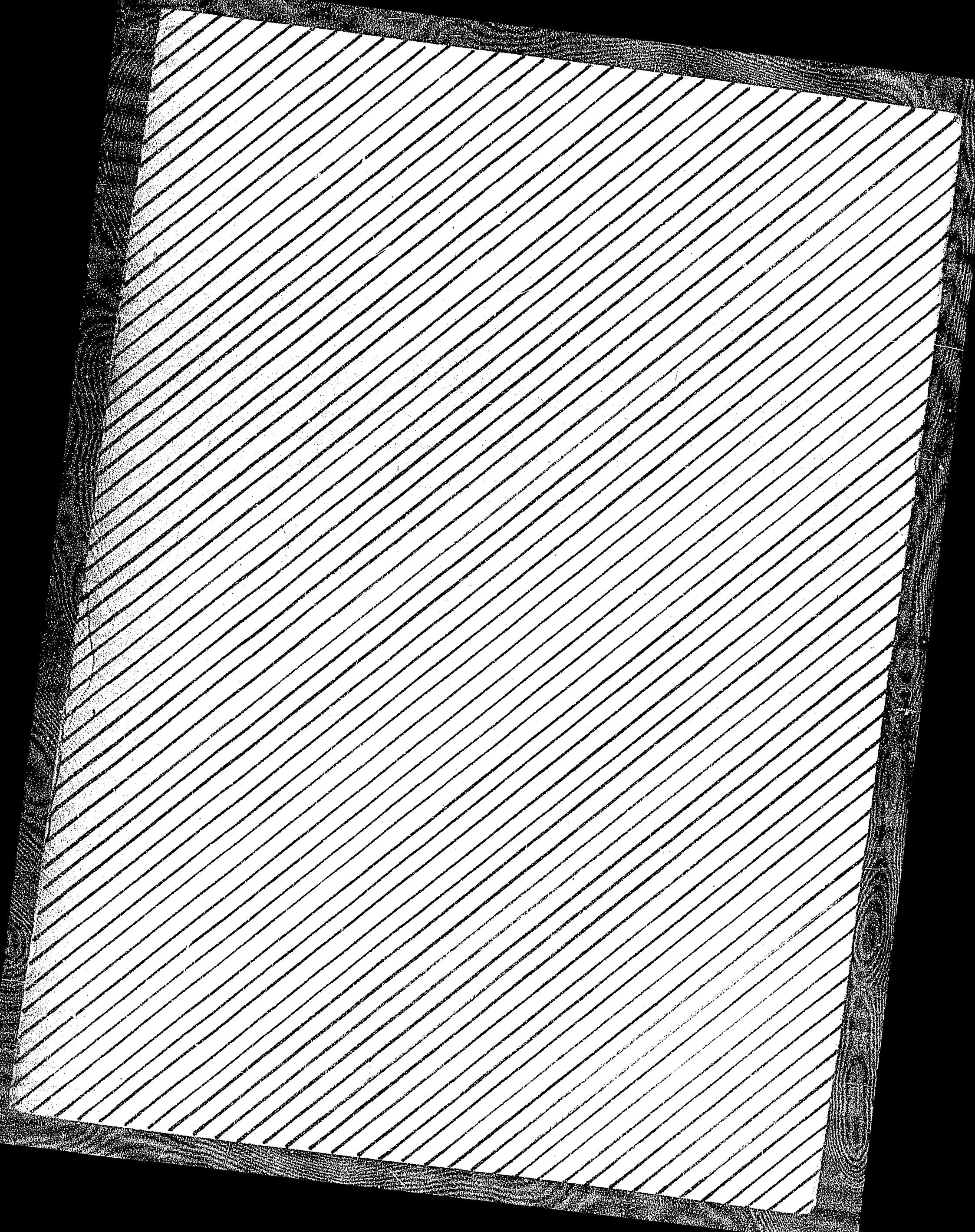
Twp.	Range	Section	Forty-Acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
14 S	38 E	35	SW $\frac{1}{4}$ NW $\frac{1}{4}$	39	37
			SE $\frac{1}{4}$ NW $\frac{1}{4}$	40	<u>40</u>
Total number of acres to be irrigated:					77

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 29th day of November, 1966.

R. Keith Higgins
State Reclamation Engineer.

28914



State of Idaho
License and Certificate of Water Right

Water License No. G-28914 Amount 1.54 c.f.s.
Water District No. Priority August 2, 1960

THIS IS TO CERTIFY that CLYDE CALL
of Clifton, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated August 2, 1960; that Permit No. G-28914
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
1.54 second feet, was issued thereunder on November 29, 1966, showing that said works
were completed on the 14th day of July, 1965; and that on the 14th
day of July, 1965,

CLYDE CALL
of Clifton, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-28914 of the Department of Reclamation,
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
14 of Licenses at page 8603, on the 29 day of November, 1966;
The right hereby confirmed dates from August 2, 1960;
The Point of Diversion is located
in the SW 1/4 NW 1/4, Sec. 35, Tp. 14S, R. 38E, B. M. County of Franklin.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 1.54 cubic feet per second.

Description and location of use:

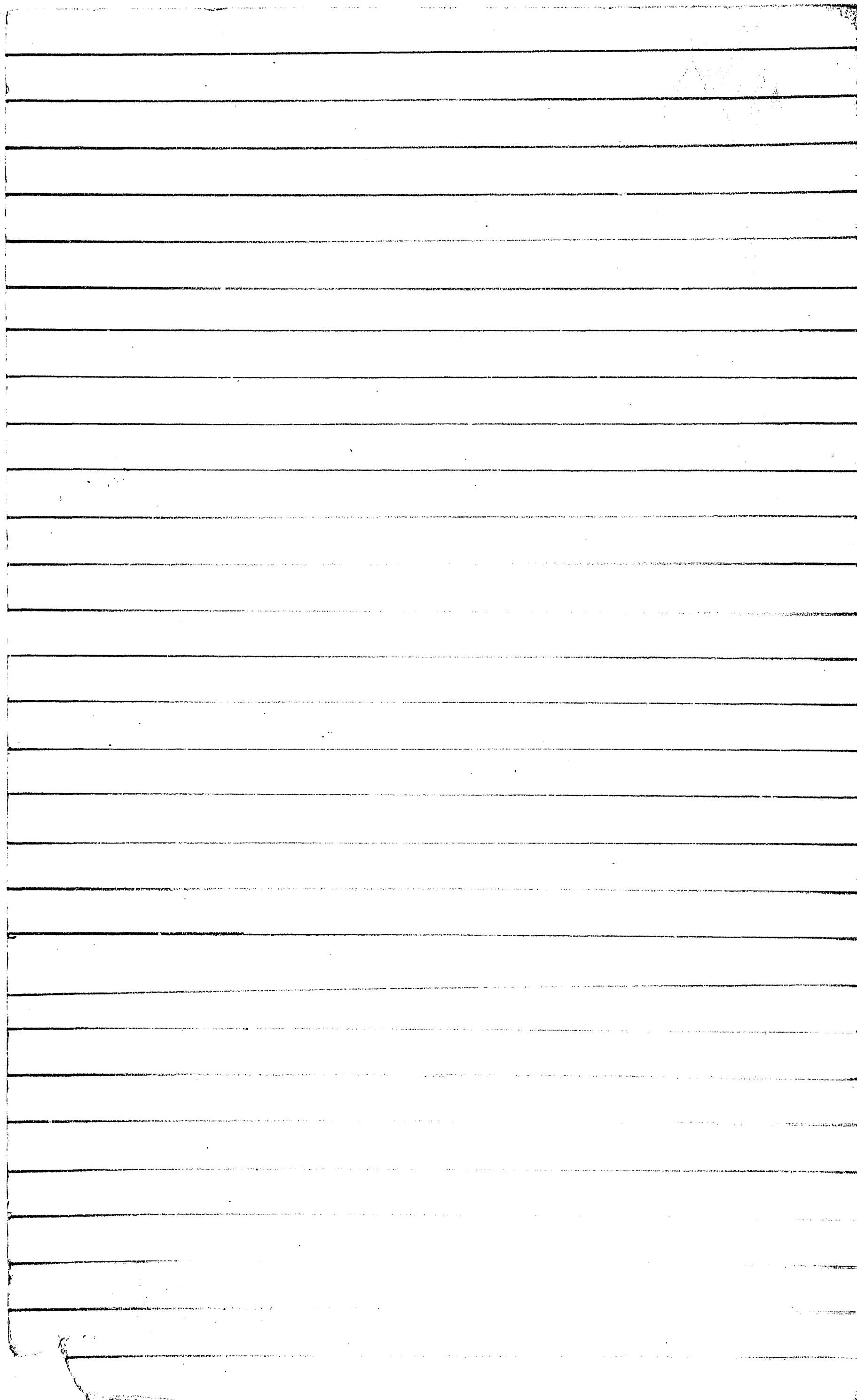
Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
14 S	38 E	35	SW 1/4 NW 1/4	39	37
			SE 1/4 NW 1/4	40	40
			Total number of acres to be irrigated:		77

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
29th day of November, 1966.

R. KEITH HIGGINSON
State Reclamation Engineer.

(SEAL)



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

RECEIVED

MAR 13 2003

Department of Water Resources

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>13-2216</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Clyde Call
(Dead)
4. New Owner/Claimant(s) Dennis C. Ralphs
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 55 N Main
- City, State and ZIP Code Clifton, Id. 83228
- New Telephone Number (208) 747 3442
5. Date you acquired the property March 13, 1975

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

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

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

7.

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

Dennis C. Roberts

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

For Office Use Only			
Received by <i>[Signature]</i>	Date <i>3/13/03</i>	Fee <i>\$25.00</i>	
Received by <i>[Signature]</i>	Date <i>3/13/03</i>	Receipt No. <i>0067955</i>	
Processed by _____	AJ Date _____	WR _____	Date _____

Mar. 3. 2003

9:32AM

NORTHERN TITLE CO

No. 7018

P. 3/11

QUITCLAIM DEED

For Value Received

Clyde Call and Dora W. Call, Husband and wife

do hereby convey, release, remise and forever quit claim unto

Dennis C. Ralphs and Ruby S. Ralphs, husband and wife

the following described premises, to-wit:

Commencing at a point 15.3 rods North of the SE corner of the NW $\frac{1}{4}$ of Section 35, Township 14 South of Range 38 East of the Boise Meridian running thence North 30 rods, thence West 109 rods, thence North 14.7 rods, thence West 51 rods more or less to the State Highway, thence Southeasterly along the said highway 45 rods more or less, thence East 154 rods to the place of beginning. ALSO, commencing 50.6 rods West and 64 rods 12-1/2 feet more or less South of the NE corner of Section 34, Township 14 South, of Range 38 East of the Boise Meridian, running thence East 40 rods more or less, to the county road, thence Southeasterly along county road 39 rods 4 feet more or less, thence West 40 rods more or less, to the East side of the Onida Canal right of way, thence following along the East side of the canal right of way 39 rods 4 feet more or less to the place of beginning.

ALSO, commencing at the SE corner of the NW $\frac{1}{4}$ of Section 35, Township 14 South of Range 38 East of the Boise Meridian, thence North 15.3 rods, thence West 154 rods, thence Southeasterly 15.6 rods, thence East 152.4 rods to place of beginning.

ALSO, beginning at the NE corner of the SE $\frac{1}{4}$ of section 35, Township 14 South of Range 38 East of the Boise Meridian, thence running West 160 rods, thence South 20 rods, thence East 51 rods, thence South 14.7 rods, thence East 109 rods, thence North 34.7 rods to the place of beginning.

ALSO, a wall License No. 13-2216 for 1.54 cfs with priority date of 8-2-1960 for irrigation of 77 acres located in the NW $\frac{1}{4}$ of Section 35, Township 14 South, Range 38 East of the Boise Meridian.

together with their appurtenances.

Dated:

February 1, 1975

Clyde Call
Dora W. Call

ARIZONA

STATE OF ARIZONA, COUNTY OF Maricopa
On this 7th day of March, 1975
before me, a notary public in and for said State, personally
appeared CLYDE CALL and DORA W. CALL,
husband and wife,

136871

known to me to be the persons whose names
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Michael D. Kunz
Notary Public
Residing at Mesa, Arizona
Comm. Expires 1-23-79

Recorded at the request of

Dennis C. Ralphs

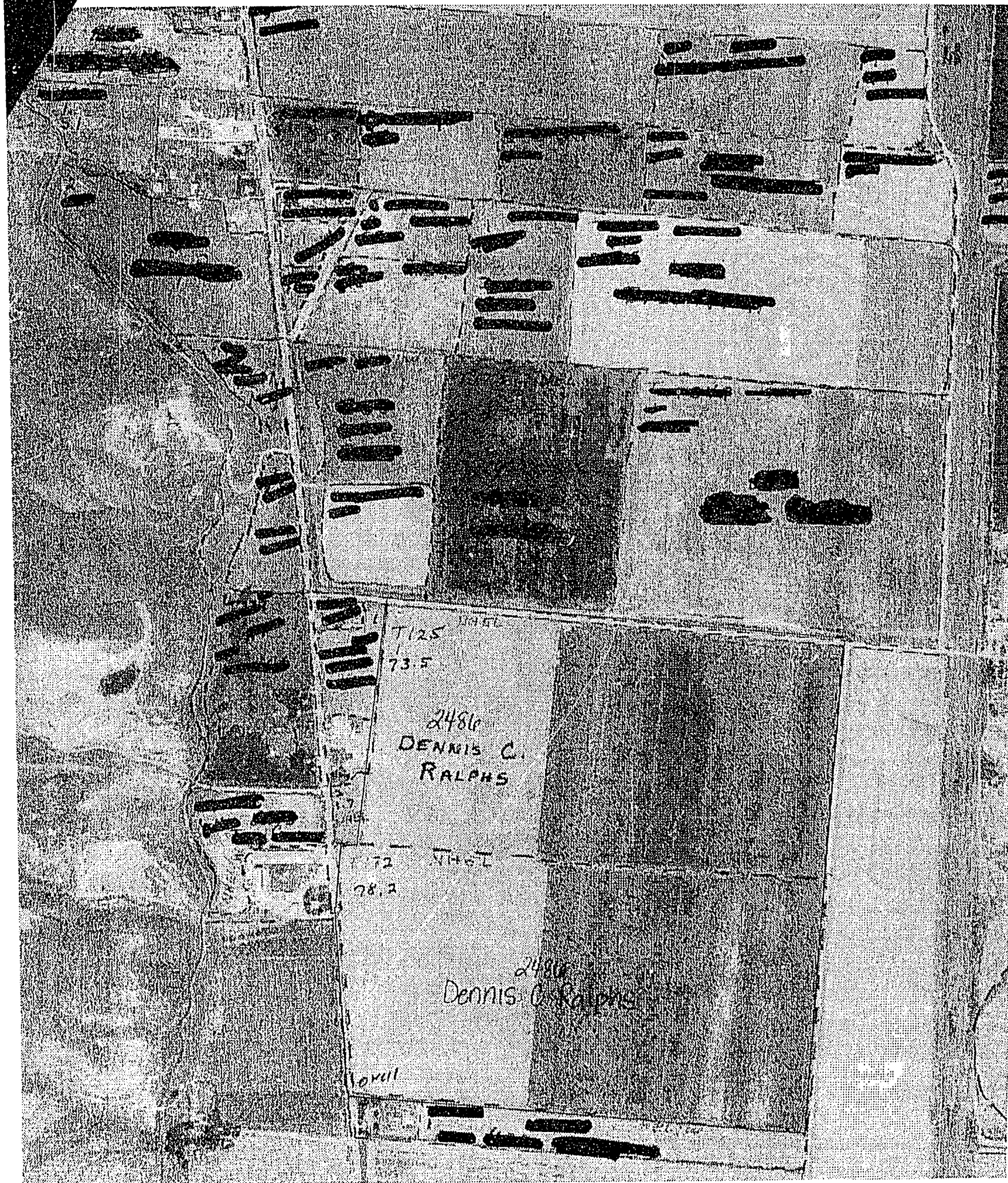
8:20 am MAR 13 1975 p.m.

MICHAEL D. KUNZ, RECORDER

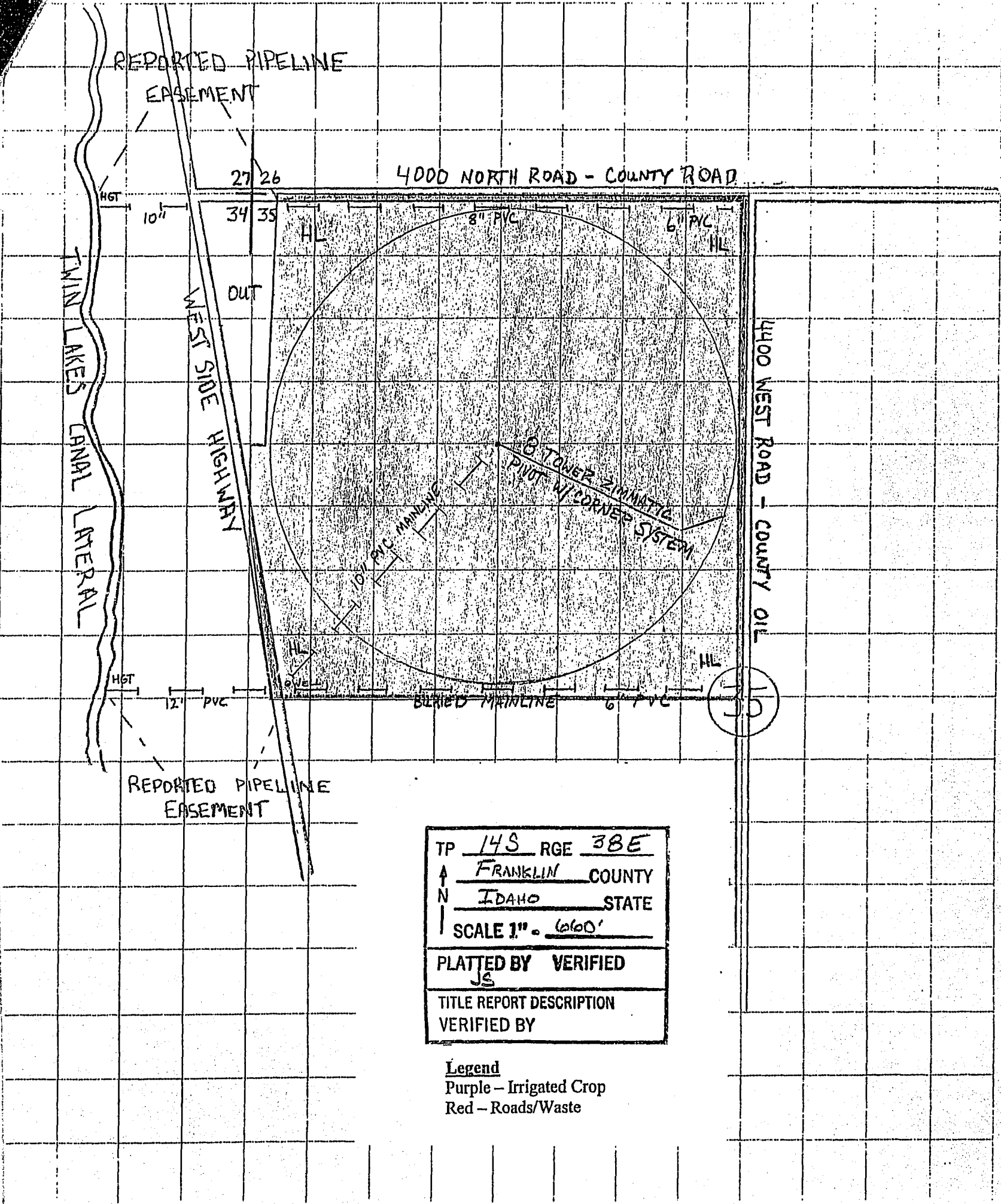
By *[Signature]* Deputy
FRANKLIN COUNTY, IDAHORECORDED
INDEXED

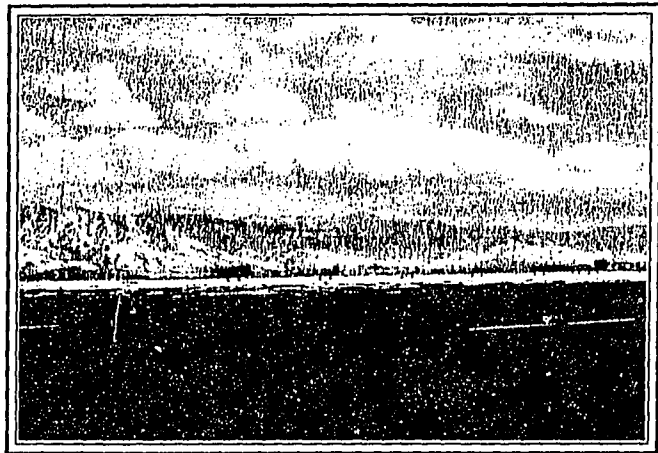
Furnished by the RECORDING TITLE CO.

Aerial Photograph

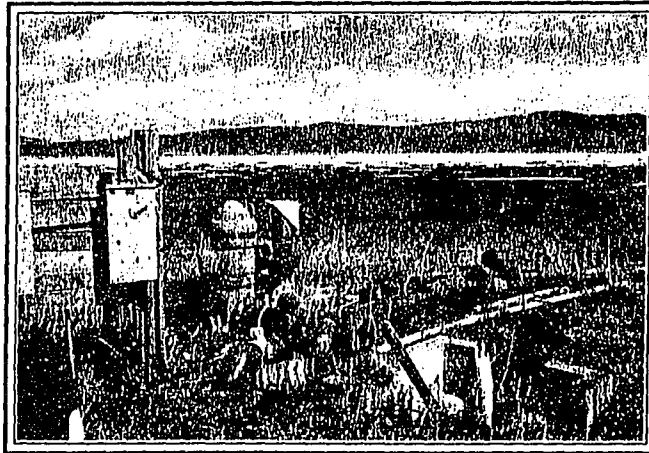


Subject Plat Map





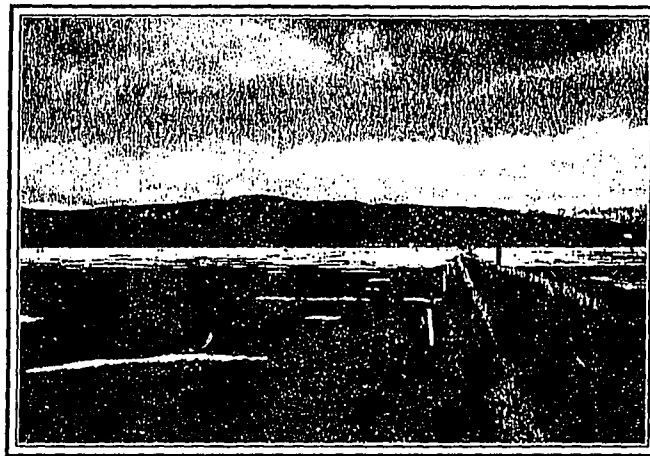
Zimmatic Center Pivot - Southwest Corner Looking Northeast



Groundwater Well in Southwest Corner



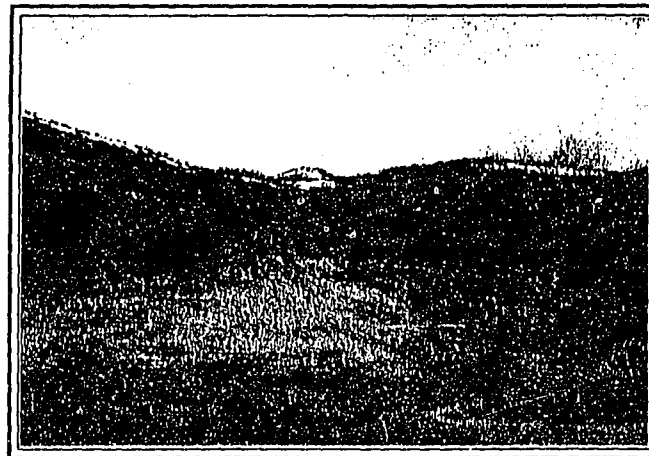
West Side Highway Along a Portion of the West Property Boundary



South Property Boundary - Southwest Corner Looking East



East Property Boundary - Northeast Corner Looking South



North Headgate - Located Off Subject Property. Assumed Pipeline Easements to the Subject

Mar. 3. 2003 9:33AM NORTHERN TITLE CO.

No. 7018 P. 4/11

180010 1-8

Ronald E. Mumford
MCKENZIE & MUMFORD
5 East Oneida
Preston, ID 83263
Telephone: (208) 852-3500

Recorded at the request of
Mckenzie - Mumford

JUL 12 1989 2:30 PM

CORRIE L. KELLER, RECORDER
By *Ruth K. Ralphy* Deputy
FRANKLIN COUNTY, IDAHO

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF FRANKLIN
MAGISTRATE'S DIVISION

IN THE MATTER OF THE ESTATE OF

RUBY S. RALPHS,

Deceased.

Probate Case No. 5197

DECREE VESTING ESTATE IN
SURVIVING SPOUSE

Upon consideration of the Petition for Summary Administration of Estate in
Which Surviving Spouse is Sole Beneficiary filed by DENNIS C. RALPHS on the
7th day of June, 1989, the Court finds that:

1. The facts set forth in the petition are true.
2. The required notice has been given or waived.
3. The Decedent, RUBY S. RALPHS, died on January 23, 1989, domiciled
in Franklin County, Idaho.
4. Venue is proper.
5. The Decedent and DENNIS C. RALPHS were duly married at Dayton,
Franklin County, Idaho on December 30, 1955, and remained
married until the date of Decedent's death.
6. The surviving spouse, DENNIS C. RALPHS, is the sole heir or
devisee of the decedent.

DECREE VESTING ESTATE IN

180010 2-8

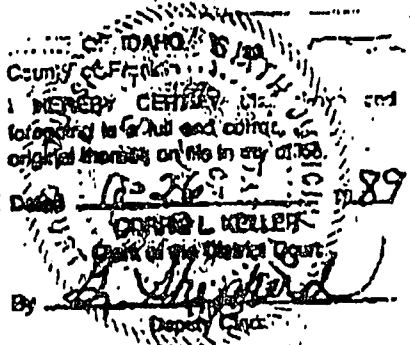
7. The Decedent died intestate leaving DENNIS C. RALPHS as the decedent's surviving spouse and sole heir, inasmuch as all of the decedent's property was community property and pursuant to Idaho Code 15-2-102, all such property should pass to the surviving spouse.
8. The schedule of property attached to this Decree is a full and complete inventory of the property owned by the Decedent and properly characterizes the property as community or separate property.

THEREFORE, it is ordered, adjudged and decreed as follows:

1. DENNIS C. RALPHS is the surviving spouse of the Decedent and is the sole heir or devisee of the Decedent.
2. The property of the Decedent described on the schedule attached to this Decree is hereby vested in and distributed to DENNIS C. RALPHS free and clear of all right, title, claim or demand of any person or persons claiming or attempting to claim under the estate of the decedent as heir, devisee, or otherwise, except as a proper creditor.
3. The surviving spouse shall assume and be liable for any and all indebtedness that might be a claim against the estate of the decedent.
4. There shall be no administration of the estate of the decedent.

DATED this 26th day of June, 1989.

Original signed by
LOWELL D. CASTLETON
LOWELL D. CASTLETON, Magistrate



Mar. 3. 2003 9:33AM NORTHERN TITLE CO

No. 7018 P. 6/11

180010 3-3

Ronald E. Mumford
MCKENZIE & MUMFORD
5 East Oneida
Preston, ID 83263
Telephone: (208) 852-3500

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF FRANKLIN
MAGISTRATE'S DIVISION

IN THE MATTER OF THE ESTATE OF

Probate Case No. 5197

RUBY S. RALPHS,

SCHEDULE OF PROPERTY
ATTACHED TO DECREE
VESTING ESTATE IN
SURVIVING SPOUSE

Deceased.

INVENTORY OF PROPERTY OF

RUBY S. RALPHS, Deceased

ALL PROPERTY COMMUNITY

DESCRIPTION

Residential property located at Clifton, Idaho
and more particularly described as:

Township 14 South, Range 38 East of the Boise
~~Meridian, Franklin County, Idaho.~~

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No. 7018 P. 7/11

180010 4-8

Clifton Creek and Ditch described as follows:
Commencing at a point North 75° East 385 feet from the Northeast corner of the SE $\frac{1}{4}$ of Section 21, thence South 42°24' East 444 feet; thence Southwesterly 75 rods, more or less, in a straight line to the Clifton Creek ditch; thence following said Clifton Creek Northerly to a point 70 rods, more or less, South 75° West of the point of beginning; thence North 75° East 70 rods, more or less, to the point of beginning.

Section 22: Commencing at a point 472 feet South and South 74°58' West 1099 feet of Northeast corner of the SE $\frac{1}{4}$ of Section 22, running thence North 16°9' West 297 feet, thence South 74° West 1401.7 feet; thence South 25°34' East 286.5 feet; thence South 74°42' West 501 feet, more or less, to highway right of way; thence South 15°42' East 415.5 feet; thence North 75°36' East 1805 feet; thence North 9°40' West 440 feet, more or less, to the place of beginning.

ALSO, Commencing at a point 96 feet East of the center of Section 22, thence running North 250 feet, thence East 970 feet, thence South 10°59' East 255.5 feet, thence West 1026 feet to the place of beginning.

ALSO, Commencing at a point on the North line of Section 22, 730 feet East of the North quarter corner of said Section 22, thence West 730 feet on the Section line to said quarter corner, thence South 1320 feet on the center line of said section, thence East at right angles 990 feet, thence Northwesterly 1348.4 feet to the place of beginning.

ALSO, E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$.

ALSO, Commencing 1232 feet South of the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, thence South 88 feet, thence East 660 feet, thence North 88 feet, thence West 660 feet to the place of beginning.

ALSO, Commencing at the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, thence Southeasterly along the county road 550 feet, more or less, to the North line of State Highway, thence Southeasterly along said highway right of way 950 feet, more or less,

180010 5.8

to the intersection with the county road, thence North along West side of county road 950 feet, more or less, to North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22, thence West 780 feet, more or less, to place of beginning. EXCEPTING THEREFROM: Commencing at a point 550 feet Southeasterly from the Northwest corner NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22, said point being at the intersection of the Easterly right of way line of the county road and the Northerly right of way line of the State Highway, thence Northerly on said county road right of way line 170 feet, thence East 210 feet, thence South 210 feet, more or less, to said highway right of way line, thence Westerly to the place of beginning.

ALSO, Commencing at a point 50 feet South of the Northwest corner of the SE $\frac{1}{4}$ of Section 22, running thence North 89°08' East 1384 feet; thence South 16°09' East 415.5 feet; thence South 74° West 1851.2 feet; thence North 15°42' West 925.5 feet; thence North 89°08' East 507.3 feet to the place of beginning. EXCEPT, a portion of the SE $\frac{1}{4}$ of Section 22, described as commencing at a point 50 feet South and North 89°08' East 961 feet from the Northwest corner of the SE $\frac{1}{4}$ of Section 22, running thence North 89°08' East 423 feet; thence South 16°09' East 415.5 feet, thence South 74° West 550 feet, thence Northerly on a straight line to the place of beginning.

Section 28: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$.

Township 14 South, Range 38 East of the Boise Meridian

Section 32: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 33: The W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Section 35: Commencing at a point 15.3 rods North of the Southeast corner of the NW $\frac{1}{4}$ of Section 35, running thence North 30 rods, thence West 109 rods, thence North 14.7 rods, thence West 51 rods, more or less, to State Highway, thence Southeasterly along said Highway 45 rods, more or less, thence East 154 rods, more or less, to the place of beginning.

ALSO, Commencing at the Southeast corner of the NW $\frac{1}{4}$ of Section 35, thence North 15.3 rods, thence West 154 rods, thence Southeasterly 15.6 rods, thence East 152.4 rods to the place of beginning.

ALSO, Commencing at the Northeast corner of the

Mar. 3. 2003 9:34AM NORTHERN TITLE CO

No. 7018 P. 9/11

180010 4-8

SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, running thence West 160 rods, thence South 20 rods, thence East 51 rods, thence South 14.7 rods, thence East 109 rods, thence North 34.7 rods to the place of beginning.

TOGETHER WITH: Township 14 South, Range 38 East of the Boise Meridian
Section 35: Commencing at the Northeast corner of the NW $\frac{1}{4}$ of Section 35, and running thence South 80 rods; thence West 2600 feet, more or less, to a point 131 feet East of the County road; thence North 80 rods to a point 2600 feet, more or less, West of the place of beginning; thence East 2600 feet, more or less to the place of beginning.

ALSO, 58 shares of Twin Lakes water stock.

ALSO, 15 horsepower pump, two $\frac{1}{2}$ mile 4 inch sprinkler line and appurtenant main line.

SPECIFICALLY RESERVING THEREFROM, the right of Seller to convey two shares of water of the Twin Lakes Canal Company through the above described mainline, to be taken therefrom at a point above the pump and conveyed by pipeline West to Grantor's property.
ALSO, an Easement for the operation and maintenance of such conveying pipeline.

LESS AND EXCEPTING THEREFROM: Township 14 South, Range 38 East of the Boise Meridian

SECTION 22: Commencing at a point 633 feet North of the Southeast corner of the SW $\frac{1}{4}$ of Section 22, being on the Easterly right of way line of the County Highway, thence following right of way line North 15°42' West 160 feet; thence North 75°42' East 120 feet; thence South 15°42' East 160 feet; thence South 75°42' West 120 feet to the point of beginning.

SUBJECT TO DEED OF TRUST to AMERICAN LAND TITLE COMPANY, as Trustee, for THE FEDERAL LAND BANK OF SPOKANE, recorded February 9, 1979, as Microfilm Instrument No. 146815, records of Franklin County, Idaho.

ALSO LESS AND EXCEPTING THEREFROM: Township 14 South, Range 38 East of the Boise Meridian
Section 22: Commencing at a point 633 feet North of the Southeast corner of the Southwest Quarter

180010 7-8

of Section 22, said point being on the Easterly right of way line of the County Highway, thence following highway right of way line North 15°42' West 424 feet; thence North 75°36' East 676.4 feet, more or less, the Russell Hebdon property line; thence South 15°33' East 425.2 feet, more or less, thence South 75°42' West 655 feet to the place of beginning. EXCEPTING THEREFROM: Commencing at a point 633 feet North of the Southeast corner of the SW $\frac{1}{4}$ of Section 22, being on the Easterly right of way line of the County Highway, thence following right of way line North 15°42' West 160 feet; thence North 75°42' East 120 feet; thence South 15°42' East 160 feet; thence South 75°42' West 120 feet to the point of beginning.

All water rights and/or stock certificates

1988 Baron TL

1987 Buick Park Avenue

1983 Buick Skylark

1983 Chevrolet $\frac{1}{2}$ -Ton Truck

1974 Dodge 2-Ton Truck

1981 Honda

Cash On Hand

Life Insurance (Cash Value)

Stocks and Bonds

Farm Products, Hay

Growing Crops, Wheat and Hay

Farm Supplies

Livestock

1985 Duetz 8030 Tractor

1987 Duetz 6260 Tractor

Mar. 3, 2003 9:34AM NORTHERN TITLE CO

No. 7018 . P. 11/11 .

180010 8-8

1984 Hesston 4650 Baler
1980 Ormond Disk
1981 Hesston 6450 Swather
1978 International 100 Drill
1972 Triple "K" Digger
1954 D2 Caterpillar
1988 16' Cattle Trailer
Irrigation Equipment
Miscellaneous Personal Property
Federal Land Bank Stock
Interest in Cooperatives

Idaho Department of Water Resources Receipt

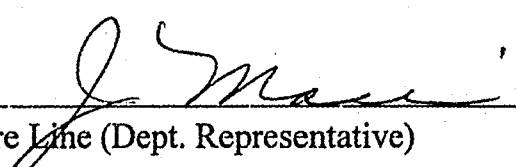
Receipt ID C067955

Payment Amount Date Received Region Status ☐
Payment Type ☐ Check Number

Payer Comment

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155


Signature Line (Dept. Representative)

Mar. 3. 2003 9:32AM

NORTHERN TITLE CO

No. 7018 P. 1/11



Fax Cover Sheet

Date: 03-03-03
To: Western Ag Credit
Attn: Bryan
From: _____

*2072 N Main #201
T. Lopez ut 84341*

Number of pages to follow: 10

Comments:

Ralphs chain of Title

17 East Oneida - Preston, ID
(208) 852-5700 - Fax (208) 852-9300

Mar. 3. 2003 9:32AM

NORTHERN TITLE CO

No. 7018 P. 2/11

March 3, 2003

WESTERN AG CREDIT
ATTN: RYAN

(135) 752-2146

800-748-5071

RE: NTF-1994
24 MONTH CHAIN OF TITLE

March 13, 1975-DENNIS C. RALPHS AND RUBY S. RALPHS, HUSBAND AND
WIFE, TOOK TITLE UNDER DOCUMENT NUMBER 136871

JULY 12, 1989- DENNIS C. RALPHS, TOOK TITLE UNDER DOCUMENT
NUMBER 180010

Northern Title Company of Idaho, Inc.

17 East Oneida Street • Preston, Idaho 83263 • (208) 852-5700 • FAX (208) 852-9300



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 8, 2004

DENNIS C RALPHS
PO BOX 7
CLIFTON ID 83228

RE: Change of Ownership for Water Right 13-2216

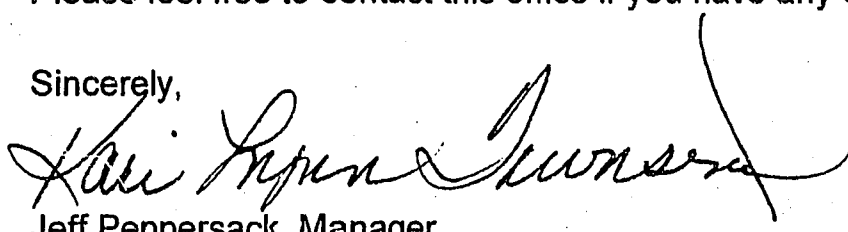
Dear Water Right Holder(s):

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

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

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

Sincerely,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: Western Ag Credit
Attn: Ryan
2072 N. Main #201
North Logan, UT 84341

NOTICE OF PLEDGE

STATE OF IDAHO
Division of Water Resources
1301 North Orchard Street
Boise, Idaho 83706

Loan No. 4100304851

Attention: State Engineer

RECEIVED

MAR 24 2003

Department of Water Resources

Please be notified that
DENNIS C. RALPHS, also known as DENNIS RALPHS
has this date executed a Real Estate Mortgage in favor of Lewiston State Bank, covering certain land in **Franklin**
County, State of **Idaho**, together with all of the Mortgagor's right to use the following:

WATER USER NO. AND PURPOSE OF WATER USE

WUC #13-2216 for irrigation purposes

The said Real Estate Mortgage, given to secure a promissory note of even date, was recorded

March 20, 2003, in the office of the County Recorder of the above referenced County, as

Instrument No. 220900.

Please file this notice with your records of the above referenced and direct notice of any intended change of the place of use or other change which materially affects the beneficiary's security interest in the said rights to the Lewiston State Bank, C/O Western AgCredit, FLCA, 406 West South Jordan Parkway (Suite 500), South Jordan, Utah 84095.

Dated: March 04, 2003

Western AgCredit, FLCA, designated
agent for Lewiston State Bank

By: David G. Brown

David G. Brown
Assistant Vice President

Recording Requested by: LEWISTON STATE BANK

WHEN RECORDED MAIL TO:
LEWISTON STATE BANK
C/O WESTERN AgCREDIT, FLCA
BOX 95850
SOUTH JORDAN UT 84095-0850

220900 01

Recorded at the request of
Northern Title

COPY

—a.m. MAR 20 2003 2:35 p.m.

V. ELLIOTT LARSEN, RECORDER
By Shauna Giddes Deputy
FRANKLIN COUNTY, IDAHO

Loan No. 4100304851

NTF-1994

REAL ESTATE MORTGAGE,
FIXTURE FILING AND SECURITY AGREEMENT

THIS MORTGAGE is made this 4th day of March, 2003 between

DENNIS C. RALPHS, also known as DENNIS RALPHS

hereinafter called "Mortgagor", and LEWISTON STATE BANK hereinafter called "Mortgagee", a corporation, having its principal place of business in Lewiston, Utah.

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

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

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

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

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

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

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

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

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

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

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

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

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

PERSONAL PROPERTY SECURITY AGREEMENT - All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING - This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

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

Dated	Maturity	Face Amount	Dated	Maturity	Face Amount
3/4/2003	3/1/2012	\$177,500.00			

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

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry, and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or

permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

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

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

or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

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

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

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

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

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

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

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

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

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

220900 5-7

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee:

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any

220900 6-7

payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

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

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

Signature(s):

Dennis C. Ralphs
DENNIS C. RALPHS, also known as DENNIS RALPHS

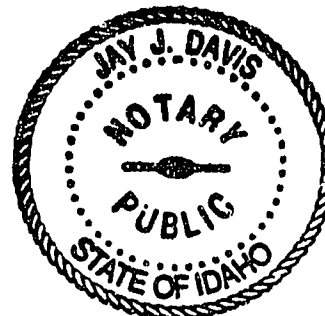
Notary Acknowledgment:

STATE OF Id)
COUNTY OF Franklin ss.

On this 19 day of March, 2003, personally appeared before me, the undersigned Notary Public in and for said County and State, personally appeared DENNIS C. RALPHS, also known as DENNIS RALPHS [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to this instrument and acknowledged to me that he executed it.

WITNESS my hand and official seal

[Signature]
Notary Public in and for said County and State



Exp 6/19/06

220900 1-7

"EXHIBIT A"

TOWNSHIP 14 SOUTH RANGE 38 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO

SECTION 35: COMMENCING AT A POINT 15.3 RODS NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 35; RUNNING THENCE NORTH 30 RODS; THENCE WEST 109 RODS; THENCE NORTH 14.7 RODS; THENCE WEST 51 RODS, MORE OR LESS, TO STATE HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID HIGHWAY 45 RODS, MORE OR LESS; THENCE EAST 154 RODS, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO, COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 15.3 RODS; THENCE WEST 154 RODS; THENCE SOUTHEASTERLY 15.6 RODS; THENCE EAST 152.4 RODS TO THE PLACE OF BEGINNING.

ALSO, COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35; RUNNING THENCE WEST 160 RODS; THENCE SOUTH 20 RODS; THENCE EAST 51 RODS; THENCE SOUTH 14.7 RODS; THENCE EAST 109 RODS; THENCE NORTH 34.7 RODS TO THE PLACE OF BEGINNING.

ALSO, COMMENCING AT A POINT 132 FEET EAST OF THE NORTHWEST CORNER OF SECTION 35; AND RUNNING THENCE EAST 2508 FEET; THENCE SOUTH 1320 FEET; THENCE WEST 2548 FEET; THENCE NORTH 01° 44' 10" EAST 1320.6 FEET TO THE POINT OF BEGINNING. (912.00, 921.00, 922.00)

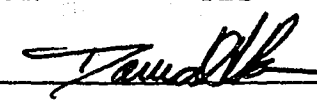
TOGETHER WITH 148 SHARES OF WATER STOCK IN TWIN LAKES CANAL COMPANY.

ALSO TOGETHER WITH THE FOLLOWING WATER RIGHTS REGISTERED WITH THE STATE OF IDAHO DIVISION OF WATER RESOURCES: WUC #13-2216

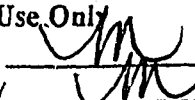
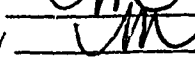
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
MAR 01 2004

Department of Water Resources

Notice of Security Interest in a Water RightAnd Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water RightPlease 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): 13-2216
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
WESTERN AGCREDIT, FLCA
P.O. BOX 95850
SOUTH JORDAN, UT 84095
4. Name of Water Right Owner/Claimant(s)
DENNIS C. RALPHS
5. Expiration Date of Notification Period 03/01/2012
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)

ASSISTANT VICE PRESIDENT

For Office Use Only

Received by Date 3-1-04Fee \$25.00Received by Date 3-1-04Receipt No. 1072868

Processed by _____

AJ

Date _____

WR _____

Date _____

INSTRUCTIONS

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

1. Please enter the water right or adjudication claim number(s) at **Item 1**. If you believe there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the request without documentation of a security interest. Common types of documentation are shown.
3. The name, mailing address, and telephone number of the person or company desiring notification is entered at **Item 3**.
4. At **Item 4**, please provide the name of the owner/claimant of the water right(s) listed.
5. At **Item 5**, please enter expiration date of the security interest or other date defining the end of the period for which notification is requested. The notification period can be renewed by completing a new form with the appropriate fees as shown below. If the security interest is terminated prior to the expiration date requested, the holder must notify IDWR within 60 days of termination.
6. At **Item 6**, please indicate if this is a renewal of a prior notice.
7. The person(s) desiring notification must sign the form in the space(s) provided at **Item 7**. For corporations or other organizations, the person signing must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. Include the appropriate filing fee. There is a fee of \$25.00 per water right or adjudication claim. Renewals, if necessary, are also \$25.00 per water right or adjudication claim.
9. When complete, you should retain a copy and return the completed original form to the IDWR office nearest you:

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

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

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

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 8, 2004

DENNIS C RALPHS
PO BOX 7
CLIFTON ID 83228

RE: Change of Ownership for Water Right 13-2216

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence a Security Interest to the ownership of the above referenced water right to Western AgCredit, FLCA. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

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

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

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: WESTERN AG CREDIT FLCA (Receipt #C072868 enclosed)
PO BOX 95850
SOUTH JORDAN UT 84095