

Identification No. 17 7038  
Application No. \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**APPLICATION FOR PERMIT**

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

APPROVED

1. Name of applicant R. James Pett Phone: 698-2022  
post office address Holbrook Rt., Malad, Idaho 83252
2. Source of water supply ground water which is a tributary of ---
3. a. Location of point of diversion is SE <sup>NW</sup>  $\frac{1}{4}$  of SE <sup>NE</sup>  $\frac{1}{4}$  of Section 20 Township 14S  
Range 33E B.M. Oneida County; additional points of diversion if any: \_\_\_\_\_
- b. If water is not consumed, it will be discharged into \_\_\_\_\_ at a point in \_\_\_\_\_  $\frac{1}{4}$  of \_\_\_\_\_  $\frac{1}{4}$  of Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ B.M. \_\_\_\_\_
4. Water will be used for the following purposes:  
Amount 3.2 <sup>(cfs or acre-feet per annum)</sup> for Irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)  
Amount \_\_\_\_\_ <sup>(cfs or acre-feet per annum)</sup> for \_\_\_\_\_ purpose from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
Amount \_\_\_\_\_ <sup>(cfs or acre-feet per annum)</sup> for \_\_\_\_\_ purpose from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)
5. Total quantity to be appropriated:  
a. 3.2 cubic feet per second and/or  
b. \_\_\_\_\_ acre feet per annum.
6. Proposed diverting works:  
a. Description of ditches, flumes, pumps, headgates, etc. well and pump  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
b. Height of storage dam \_\_\_\_\_ feet, active reservoir capacity \_\_\_\_\_ acre feet; total reservoir capacity \_\_\_\_\_ acre feet, materials used in storage dam: \_\_\_\_\_  
Period of year during which storage will occur \_\_\_\_\_ to \_\_\_\_\_ inclusive.  
(Mo. Day) (Mo. Day)  
c. Proposed well diameter is \_\_\_\_\_ inches; proposed depth of well is \_\_\_\_\_ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.  
b. Estimated construction cost is \$ 50,000.00 ~~100,000.00~~.
8. Description of proposed uses:  
a. If water is **not** for irrigation:  
(1) Give the place of use of water: \_\_\_\_\_  $\frac{1}{4}$  of \_\_\_\_\_  $\frac{1}{4}$  of Section \_\_\_\_\_ Township \_\_\_\_\_  
Range \_\_\_\_\_ B.M. \_\_\_\_\_  
(2) Amount of power to be generated: \_\_\_\_\_ hp under \_\_\_\_\_ feet of head.  
(3) List number of each kind of livestock to be watered \_\_\_\_\_  
\_\_\_\_\_  
(4) Name of municipality to be served \_\_\_\_\_, or number of families to be supplied with domestic water \_\_\_\_\_.  
(5) If water is to be used for other purposes describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

| TWP. | RANGE | SEC.                | NE 1/4 |        |        |        | NW 1/4 |        |        |        | SW 1/4 |        |        |        | SE 1/4 |        |        |        | TOTALS |
|------|-------|---------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|      |       |                     | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 |        |
| 14S  | 33E   | <del>32</del><br>30 |        | 40     | 40     |        |        |        |        |        |        | 40     |        |        |        | 40     | 40     |        | 160    |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |       |                     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |

Total number of acres to be irrigated ~~145~~ 160

c. Describe any other water rights used for the same purposes as described above. None

9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing \_\_\_\_\_

10. Remarks \_\_\_\_\_

T 14-5-R 33 E-13111

[illegible]

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.

R. James Hill  
(Applicant)

Priority 11-18-1974

Received by MB Date 11-18-74 Time 11:02 A

Preliminary check by JHJ Fee \$ 55.00

Receipted by MB Date 11-18-74 # 13159

Publication prepared by MB Date 11-19-74

Published in Idaho Enterprise

Publication dates Nov. 28 & Dec. 5, 1974

Publication approved MB Date 12-6-74

Priority reduced to \_\_\_\_\_ Reason \_\_\_\_\_

Protests filed by: \_\_\_\_\_

Copies of protests forwarded by \_\_\_\_\_

Hearing held by \_\_\_\_\_ Date \_\_\_\_\_

Recommended for approval denial by BC 12 5DF

#### ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 17-7038, and said application is hereby APPROVED.

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

- SUBJECT TO ALL PRIOR WATER RIGHTS.
- Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 1980.
- Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

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

Witness my hand this 2 day of January 19 75.

R. Karl H. H.  
Director

DEPARTMENT OF WATER RESOURCES  
- STAFF ANALYSIS -

Item Initial Date

*R James Pett*

Application No. 17-7034

- ☒ Source
- ☒ Point of Diversion
- ☒ County
- ☒ Quantity of Water and Period of Use
- ☒ Description of Diverting Works
- ☒ Time required for B/U of water
- ☒ Place of Use or Acres Irrigated
- ☒ Map
- ☒ Signature
- ☒ Fee

(1) Loj 11/18/74

In form to receipt

(2) " "

Send Copies to:

- ☒ Idaho State Health Department
- ☒ Idaho Fish and Game Department
- ☒ Bureau of Land Management

(3) " "

- ☒ Request Special Use Permit from U.S.F.S.
- ☒ Request Easement from B.L.M.
- ☒ Request Information from Applicant

(4) " "

In form for advertising yes

(5) " "

Platted on Map No. 145 1233E

(6) " "

Located within Water District No. Now District

(7) " "

Critical groundwater area: yes no ☒

(8) " "

Groundwater levels:

Declining, Stable, Increasing

(comment) No obs well in vicinity, Bulletin #27

(9) " "

Other rights on the same place of use now

(10) " "

Comments: Nearest well 1/2 mile SE.

(11) MB 12-6-74

Affidavit of Publication received (date) Dec. 6, 1974

(12) MB 12-16-74

Final date for protests December 16, 1974

Protests received: yes no ☒

(13) KDC 12/16/74

All requested information received from agencies or applicant: yes no

(14) " "

Action recommended:

Approve Deny

11/18/74 Proposed Priority

Reason for Reduction

☒ Measuring device required

See attached sheet for other conditions of approval

No special conditions for approval

(15) District E

By KDC

Date 12/16/74

*Copy*

RECEIVED

DEC 6 1974

Department of Water Resources  
Eastern District Office

**NOTICE OF APPLICATION  
FOR WATER PERMIT**

Notice is hereby given that R. James Pett, Holbrook Rt., Malad, Idaho, has on 11-18-74 submitted Application No. 17-7038 for a permit to appropriate 3.2 cubic feet per second of water from a ground-water source by means of well and pump within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 32, T. 14S, R. 33E, B.M., Oneida County; to be used from Apr. 1 to Nov. 1 for the irrigation of 160 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 32, T. 14S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before December 16, 1974.

**R. KEITH HIGGINSON**  
Director

Published in the Idaho Enterprise, Malad City Idaho on November 28 and December 5, 1974.

**AFFIDAVIT OF PUBLICATION**

State of Idaho  
County of Oneida, ss.

Norma Beck being first duly sworn on oath, states: That she is clerk of the Idaho Enterprise, a newspaper of general circulation in Oneida County, Idaho published weekly at Malad, in said county, that said newspaper has been published in said county uninterruptedly and continuously for over seventy-eight consecutive weeks, prior to the first publication of the annexed notice or advertisement:

That said Idaho Enterprise was at all of the times of publication of said notice a newspaper of general circulation made up of at least four pages of at least five columns each, printed from type matter or stereotyped forms of at least seventeen and three fourths inches depth, and said newspaper during all of the times of publication aforesaid had more than 200 bonafide subscribers thereto living within the county of Oneida in which said newspaper was published at regular intervals not less frequently than once a week.

That the annexed notice was published per clipping attached in the regular and entire edition of said newspaper and not in any supplement thereof for 2 successive weekly issues thereof the date of the first publication being the 28 day of Nov, 1974 the date of the last publication being the 5 day of Dec, 1974

Norma Beck

Subscribed and sworn to before me this 5 day of December, 1974.

H. D. Dyer  
Notary Public, residing at Malad, Idaho

My Commission expires the 10 day of Oct, 1974.

**Costs:**

31 lines at 23c per line first insertion \$ 7.13  
lines tabulated at 34 $\frac{1}{2}$ c per line \$  
15c per line each subsequent insertion \$ 4.65  
TOTAL \$ 11.78

(Rates for legal notices are fixed by Idaho law)

XXXXXXXXXXXXXXXXXXXXX RESOURCES

October 11, 1974

Mr. R. James Pett  
Holbrook Route  
Malad City, Idaho 83252

Dear Mr. Pett:

Please find enclosed your application for permit which was received in this office on October 11, 1974. We cannot accept this application because it was incomplete and no filing fee was submitted. An acceptable application must have the following items completed:

Item 3 completed showing the 40-acre subdivision within which the well will be located and the appropriate section, township, and range.

Item 4 must show the amount of water to be appropriated in cubic feet per second, and the period of the year during which this water will be used. Since Idaho statutes limit the amount to a maximum of one inch per acre without justification the maximum amount for 145 acres would be 2.9 c.f.s.

A brief description of the diverting works is necessary in Item 6a, and the proposed well diameter and well depth should be shown in Item 6c.

The number of acres to be irrigated within each 40-acre subdivision should be shown on the plat in Item 8b.

The map in Item 11 must be completed showing the section, township, range, and 40-acre tracts that you wish to irrigate, also the location of your proposed well.

We have included a new application form on which we have taken the liberty of retyping the items that we felt we had adequate information to complete. If we may be of any service in completing this application, please do not hesitate to contact us.

Upon receipt of the completed application and the appropriate filing fee, which you may determine from the enclosed instructions, we will be happy to process your application.

Very truly yours,

RONALD D. CARLSON  
Acting District Engineer

RDC:cb  
Enclosures

November 18, 1974

RE: Application for Permit No. 17-7038

Mr. R. James Pett  
Holbrook Route  
Malad City, ID 83252

Dear Mr. Pett:

Attached herewith is departmental receipt No. 13159 in the amount of \$55.00 for the above referenced application.

Very truly yours,

LOY H. JOHNSON  
Water Resource Supervisor

LHJ:MB

Attachment

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that R. James Pett  
Holbrook Rt., Malad, Idaho  
has on 11-18-74 submitted Application No. 17-7038  
for a permit to appropriate 3.2 cubic feet per second ~~xxxxxx feet per second~~  
of water from a ground-water source  
by means of well and pump  
within the NW 1/4, Sec. 32, T. 14S, R. 33E, B.M., Oneida County;  
  
to be used from Apr. 1 to Nov. 1  
for the irrigation of 160 acres  
  
within the W 1/4, W 1/4, Sec. 32, T. 14S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before December 16, 1974.

R. KEITH HIGGINSON

Director

Published in the Idaho Enterprise, Malad City, Idaho  
on November 28 and December 5, 1974

CW-L  
MB-L  
MB-X

**NOTICE OF APPLICATION  
FOR WATER PERMIT**

MB Notice is hereby given that R. James Pett, Holbrook Rd., Malad, Idaho, has on 11-18-74 submitted Application No. 17-7038 for a permit to appropriate 3.2 cubic feet per second of water from a ground-water source by means of well and pump within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 32, T. 14S, R. 33E, B.M., Oneida County; to be used from Apr. 1 to Nov. 1 for the irrigation of 160 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 32, T. 14S, R. 33E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before December 16, 1974.

**R. KEITH HIGGINSON**

**Director**

Published in the Idaho Enterprise, Malad City Idaho on November 28 and December 5, 1974.

XXXXXXXXXXXXXXXXXXXXX RESOURCES

November 22, 1974

RE: Application for Permit No. 17-7038 Pett

Idaho Enterprise  
P.O. Box 205  
Malad City, ID 83252

Gentlemen:

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

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

RONALD D. CARLSON  
Acting District Engineer

Bill submitted 12-6-74 by MB

RDC:MB

Enc: Legal Notice (1)

January 6, 1975

Re: Permit No. 1707038

Mr. R. James Pett  
Holbrook Route  
Malad, Idaho 83252

Dear Mr. Pett:

Enclosed is a copy of your approved Application for Permit No. 17-7038 . We direct your attention to the conditions of approval as listed on the fourth page.

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

Sincerely,

BOBBY D. FLEENOR  
Chief, Water Rights

BDF:jfr

Enclosures

RECEIVED

SEP 5 1975

Department of Water Resources  
Eastern District Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Identification No. \_\_\_\_\_

Permit No. 17-7038

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder R. James Pett  
b) Post Office Address Holbrook Route, Malad, Idaho 83252
2. Permit Number 17-7038
3. Date of Priority that you are prepared to establish 11-18-1974
4. a) Source from which water was appropriated well  
b) Location of the point of diversion: NW 1/4 NE 1/4, Section 32  
Township 14 S, Range 33 E Boise Meridian, Other points of diversion: \_\_\_\_\_
5. a) The amount of water and use to which the water has been applied:  
Amount 3.2 for Irrigation purposes from April 1 to Nov. 1 incl.  
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)  
Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ incl.  
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)  
Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ incl.  
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)  
b) Total amount appropriated 3.2 cfs and/or acre-feet per annum  
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Test Pump - Gem State Irrigation Inc.
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:  
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use:  
none  
b) Describe the agreement or understanding by which you take water from the works: none
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 150 H. P. with Turbine Pump, the well has 16" casing from 250 feet to 373 feet 12" casing from 373 feet to 430 Feet.  
b) Describe the type and size of measuring device which you have installed at your point of diversion: Badger 10"  
c) Give well driller's name and address and the date the well was completed: Intermountain Drilling firm No. 106 1975
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: none

Exam typed 9-10-75 by jk

msl

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

| T   | R   | SEC. | NE¼ |     |     |     | NW¼ |     |     |     | SW¼ |     |     |     | SE¼ |     |     |     | TOTAL |
|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
|     |     |      | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ | NE¼ | NW¼ | SW¼ | SE¼ |       |
| 14S | 33E | 32   |     | 40  | 40  |     |     |     |     |     |     |     |     |     |     | 40  | 40  |     | 160   |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |
|     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |       |

Total number of acres irrigated 160

10. Remarks: \_\_\_\_\_

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

(Date)

(Signature)

State of Idaho )

County of Oneida ) ss.

On this 12<sup>th</sup> day of AUG, 19 75, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Notary Public residing at

My commission expires

9-18-75

September 10, 1975

Re: Permit No. 17-7038

R. James Pett  
Holbrook Route  
Malld, Idaho 83252

Dear Mr. Pett:

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

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell during which part of the irrigation season this examination will be made, however, our examiner will try to contact you at the time he makes the exam so that you may show him the system.

If you have any questions concerning the field exam, please contact our District Office in Idaho Falls.

Sincerely,

D. Darlene Reich  
Water Rights Supervisor

DDR:JG

17

State of Idaho  
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 17-7038 Priority November 18, 1974 Amount 2.50 cfs

THIS IS TO CERTIFY, that R. James Pett  
of Malad, Idaho, has complied with the terms and conditions of Permit  
No. 17-7038 issued pursuant to Application for Permit dated November 18, 1974,  
and has submitted proof to the Department of Water Resources on September 5, 1975,  
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a  
capacity for the diversion of 2.50 cfs of water from a groundwater source,  
tributary to \_\_\_\_\_, and that the permit holder has applied to a beneficial use and  
established a right to use water as follows:

| Beneficial Use    | Period of Use                            | Rate of Diversion      | Annual Volume          |
|-------------------|------------------------------------------|------------------------|------------------------|
| <u>Irrigation</u> | from <u>April 1</u> to <u>November 1</u> | at <u>2.50</u> cfs and | <u>542.5</u> acre feet |
| _____             | from _____ to _____                      | at _____ cfs and       | _____                  |
| _____             | from _____ to _____                      | at _____ cfs and       | _____                  |

(both dates inclusive)

Subject, however, to the condition that no more than 2.50 cfs of water be diverted at any one time, and  
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose  
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed  
542.5 acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 32, Twp. 14S,  
Rge. 33E, B. M. in the County of Oneida

Description and location of place of use:

| Twp. | Range | Sec. | NE $\frac{1}{4}$ |                  |                  |                  | NW $\frac{1}{4}$ |                  |                  |                  | SW $\frac{1}{4}$ |                  |                  |                  | SE $\frac{1}{4}$ |                  |                  |                  | Totals |
|------|-------|------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------|
|      |       |      | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ |        |
| 14S  | 33E   | 32   |                  | 36               | 40               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  | 40               | 39               |                  | 155    |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |

Total number of acres irrigated 155

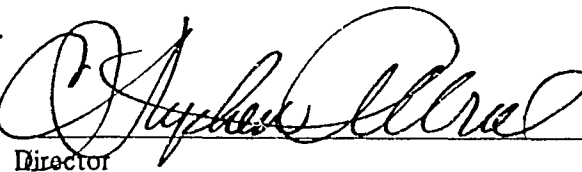
A measuring device of a type approved by this Department shall be maintained as  
part of the diverting works.

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 1 day of

May, 1978.

  
Director

**TOTAL ACREAGE** 160

Q33E

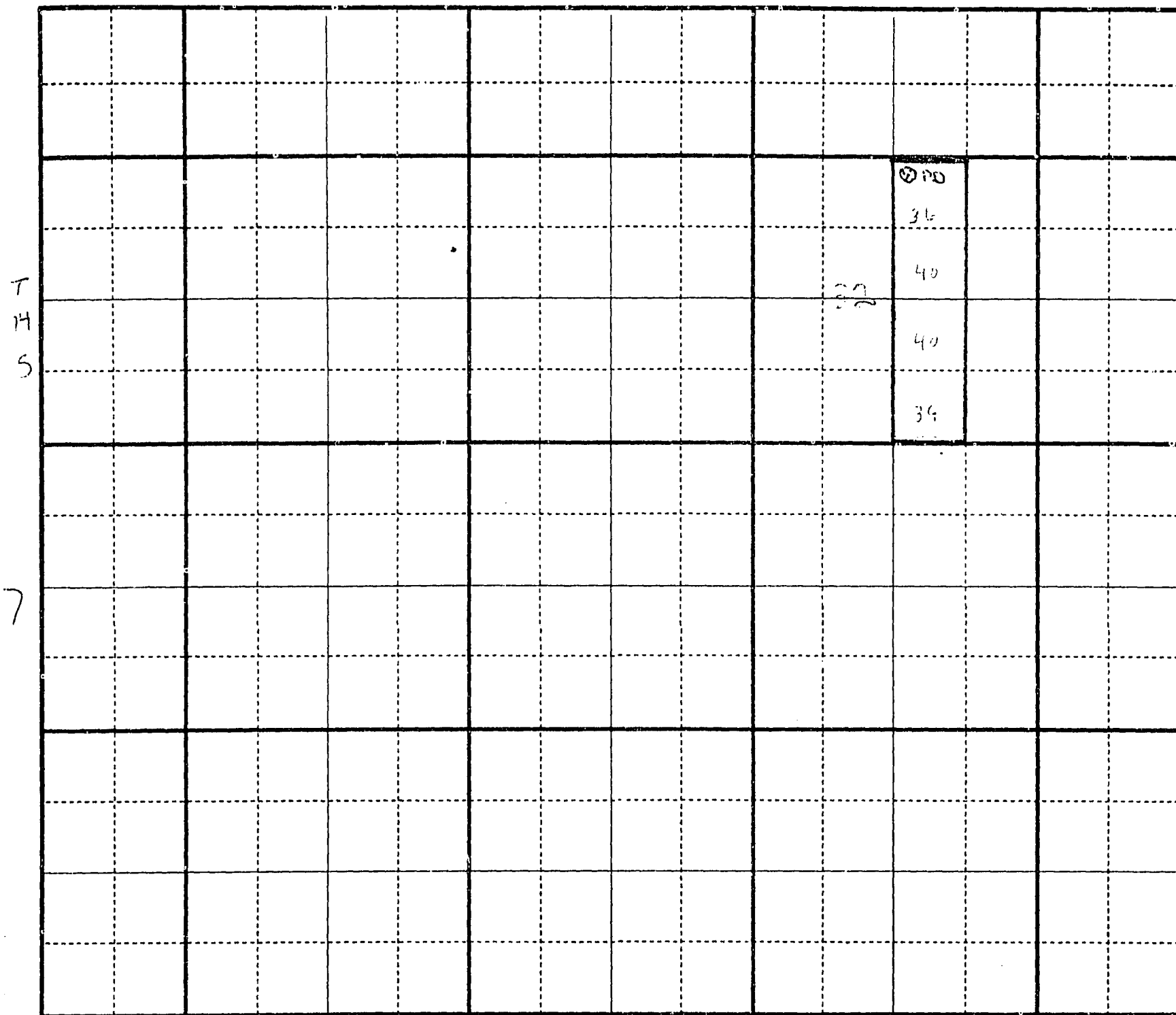
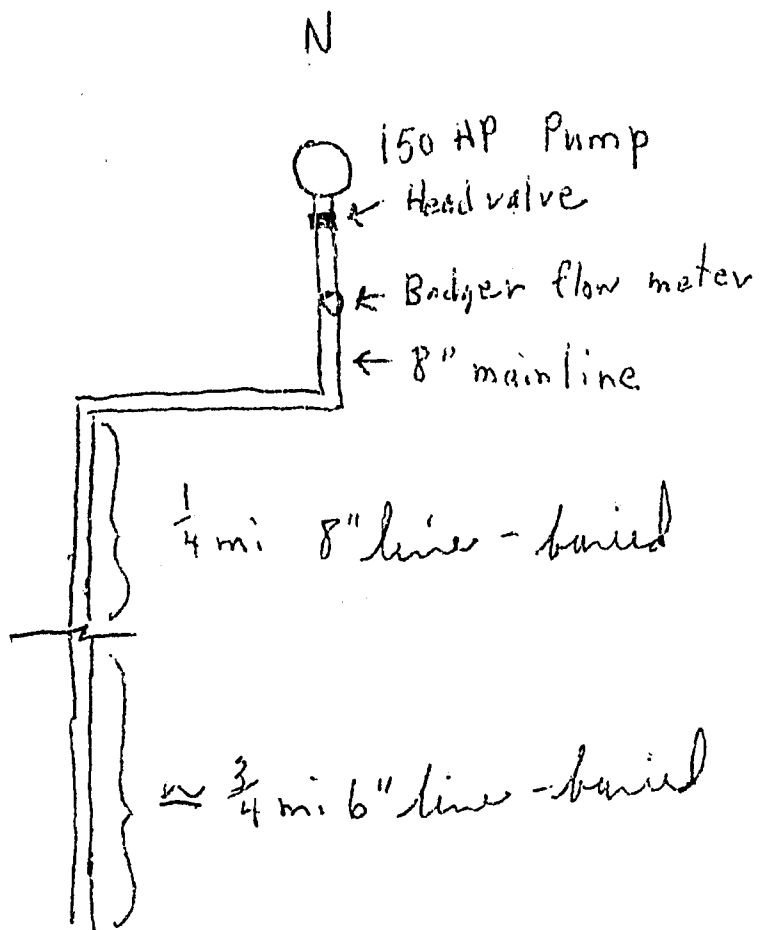


Diagram of System



DATE OF EXAM 7/15/76

ACREAGE  
Found 15.5  
Recommended 15.5

Irrigation Requirement 3.5 Ac Ft/Ac

USE  
Irrigation Q = 2.50 c.f.s. V = 542.5 AF/Ann. from Apr 1 to Nov 1  
Domestic Q =        c.f.s. V =        AF/Ann. from        to         
Livestock Q =        c.f.s. V =        AF/Ann. from        to       

Is water co-mingled? yes        no X

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

Exchange? yes        no X

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

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

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

Total Q measured 1121 gpm = 2.50 cfs Method of measurement In line flow meter

Total Q recommended 2.50 cfs Meter No. MD 644661 Type Badger Condition Good

Total V recommended 542.5 AF/ann

Flow reading: 2000 gal/107 sec

Recommended Amendments: None

$$\left(\frac{2000 \text{ gal}}{107 \text{ sec}}\right) \left(\frac{60 \text{ sec}}{1 \text{ min}}\right) = 1121 \text{ gpm}$$

P.D.         
Place of Use         
Other         
None       

MEASUREMENT CALCULATION: ~~GF 150 HP~~  
~~Pump motor - BASF LT 514183 Pump - Johnston model 5852~~  
~~8" mainline down west side of field 1 mi length 4 wheel~~  
~~lines~~  
$$V = (155 \text{ Ac})(3.5 \text{ AF/ac}) = 542.5 \text{ AF/ann}$$
  
$$Q = \frac{(150)(8.814)(.80)}{270 + 60(2.308)} = 2.59 \text{ cfs.}$$

SYSTEM DESCRIPTION:  
Pump - motor - GF 150 HP - SN FLT 1482; Pump - Johnston model 5852.  
8" mainline down west side of field, 1 mi length. 4 - 32 nozzle  
wheel lines (32" nozzles)

REMARKS:

System shown by R. James Pratt.  
Static level - 20 ft, well 400 ft deep - 210 ft  
draw down

Examiner's Signature William B. Graham Date 8/25/76

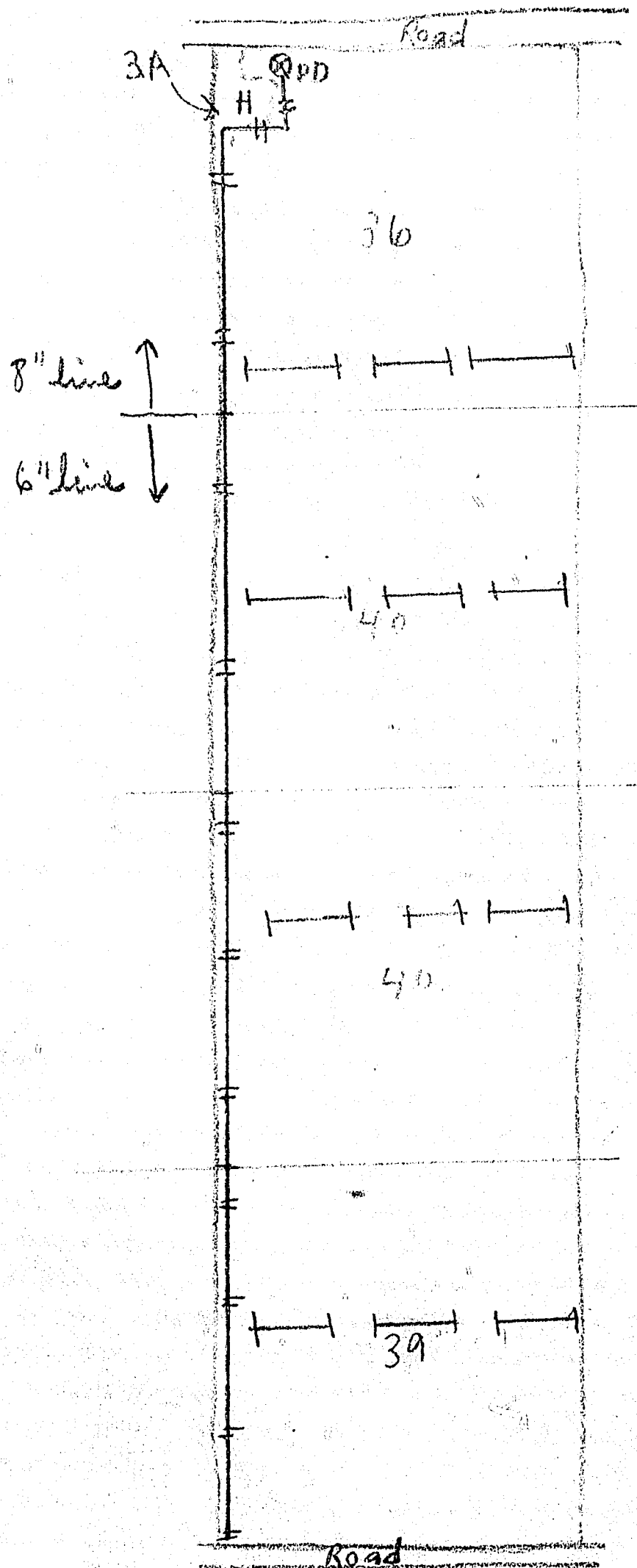
Checked by Ernest M. Carlson Date 10/21/76

Approved by        Date

T 143, R 32 E

P 2 H

Scale: 8" = 1 mi



29/29  
32/33

32/33  
5/4

January 26, 1978

Re: Permit No. 17-7038

R. James Pett  
Holbrook Rt.  
Malad, ID 83252

Dear Mr. Pett:

A representative of this Department made an examination of the works covered by your Permit No. 17-7038 on August 25, 1976, and has found the following:

Amount of water that can be recognized as beneficially used under  
Idaho law: 2.50 cfs Source: groundwater

The maximum quantity diverted shall not exceed 542.5 acre feet per year.

Point of diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 32, Twp. 14S, Rge. 33E, B. M.

Beneficial use: Irrigation of 155 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$ , and the W $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 32, Twp. 14S, Rge. 33E, B. M.

Priority date established: November 18, 1974

If you do not concur with these findings please contact us within 10 days, otherwise a water license will be issued as set forth above.

Sincerely,

BOBBY D. FLEENOR  
Chief, Operations Bureau

BDF/cah



State of Idaho

## DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 384-2215

May 3, 1978

Re: Permit No. 17-7038

R. James Pett  
Holbrook Route  
Malad, ID 83252

Dear Mr. Pett:

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

JAN GROVER  
Water Rights Supervisor

JG/kw  
Enclosure

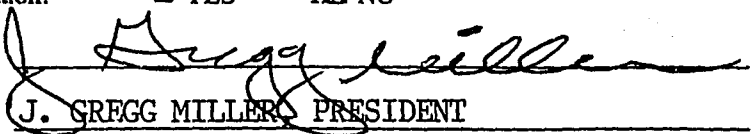
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DEC 12 2002

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

**Notice of Security Interest in a Water Right**And Request for Notification of a Change in Ownership or Any Proposed  
Or Final Action to Amend, Transfer, or Otherwise Modify a Water 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): 17-7038  
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  
CACHE VALLEY BANK  
ATTN: J. GREGG MILLER  
101 NORTH MAIN  
LOGAN UT 84321
4. Name of Water Right Owner/Claimant(s) R. JAMES PETT
5. Expiration Date of Notification Period MAY 15, 2012
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable)   
J. GREGG MILLER, PRESIDENT

**For Office Use Only**

|                        |                     |                            |
|------------------------|---------------------|----------------------------|
| Received by <u>gcl</u> | Date <u>12-5-02</u> | Fee <u>\$25</u>            |
| Received by <u>gcl</u> | Date <u>12-5-02</u> | Receipt No. <u>E028360</u> |
| Processed by <u>AJ</u> | 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

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Department of Water Resources  
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DEC 05 2002  
Department of Water Resources  
Eastern Region

State of Idaho \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

**REAL ESTATE MORTGAGE**  
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-22-2002..... and the parties and their addresses are as follows:

MORTGAGOR: MOUNT VIEW LLC FKA MOUNT VIEW CORPORATION.....  
457 WEST HYW 38.....  
MALAD, ID 83252.....  
519-52-2361, 543-42-2154.....

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgages.

LENDER: CACHE VALLEY BANK.....  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH.....  
101 NORTH MAIN STREET.....  
LOGAN, UT 84321.....  
87-0310100.....

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender the following described property:

TOWNSHIP 14 SOUTH, RANGE 33 EAST, BOISE MERIDIAN:  
SECTION 20: SE1/4SE1/4  
SECTION 21: S1/2SW1/4; SW1/4SE1/4  
SECTION 28: N1/2NW1/4; NW1/4NE1/4  
SECTION 29: NE1/4NE1/4; E1/2SWE1/4, W1/2SE1/4 (T-1198) EXCEPTING THAT PORTION DEEDED FOR HIGHWAY PURPOSES.  
SECTION 32: W1/2E1/2 (T-1198) EXCEPTING THAT PORTION DEEDED FOR HIGHWAY PURPOSES.

WATER RIGHT NOS. 17-7070 AND 17-7038

The property is located in ONEIDA..... at .....  
(County) .....  
....., Idaho .....  
(Address) ..... (City) ..... (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,834,745.93..... This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to the following:  
A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): NOTE DATED 7-22-2002.....  
.....  
.....  
.....  
(e.g., borrower's name, note amount, interest rate, maturity date)

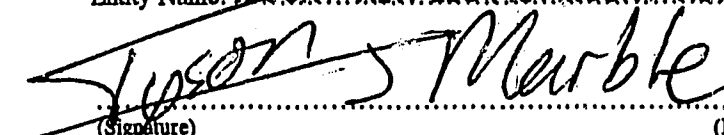
be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
28. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights to homestead exemption, appraisal or the marshalling of liens and assets relating to the Property.
29. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:
- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
  - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
  - ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
  - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
  - ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.
30. **OTHER TERMS.** If checked, the following are applicable to this Mortgage:
- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
  - ☐ **Additional Terms.** .....

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated .....

Entity Name: MOUNT VIEW LLC FKA MOUNT VIEW CORPORATION Entity Name: .....

 (Signature) ..... (Date) ..... (Signature) ..... (Date) .....  
TYSON MARBLE, MEMBER

(Signature) ..... (Date) ..... (Signature) ..... (Date) .....

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

**ACKNOWLEDGMENT:**

STATE OF ....., COUNTY OF ..... } ss.

On this ..... day of ....., before me, a Notary Public, personally appeared

(Individual) known or identified to me (or proved to me on the oath of .....),  
to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they  
executed the same.

My commission expires: .....  
(Seal)

.....  
(Notary Public)

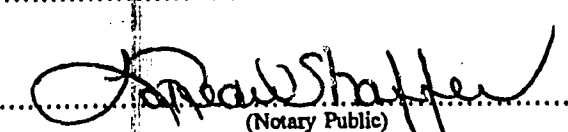
STATE OF UTAH....., COUNTY OF CACHE..... } ss.

On this 22ND..... day of JULY, 2002....., before me, a Notary Public, personally appeared

TYSON MARBLE.....

(Business or Entity Acknowledgment) known or identified to me (or proved to me on the oath of .....),  
to be the MEMBER.....

My commission expires: 7/23/03  
(Seal) ARNOLD SHAFER

 (Notary Public)

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Department of Water Resources

RECEIVED  
DEC 05 2002

Department of Water Resources  
Eastern Region

State of Idaho

Space Above This Line For Recording Data

**REAL ESTATE MORTGAGE**  
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-22-2002..... and the parties and their addresses are as follows:

MORTGAGOR: BERT R. MARBLE AND KAREN MARBLE.....  
457 WEST HWY. 38.....  
MALAD, ID. 83252.....  
519-52-2361, 543-42-2154.....

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: CACHE VALLEY BANK.....  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH.....  
101 NORTH MAIN STREET.....  
LOGAN, UT. 84321.....  
87-0310100.....

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender the following described property:

SEE EXHIBIT A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

WATER RIGHT NOS. 17-7082, 17-7077, 29-2474, 17-7070, 17-7038

The property is located in .....ONEIDA..... at .....  
(County)  
....., Idaho .....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

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(e.g., borrower's name, note amount, interest rate, maturity date)

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☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

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☐ **Additional Terms.** .....

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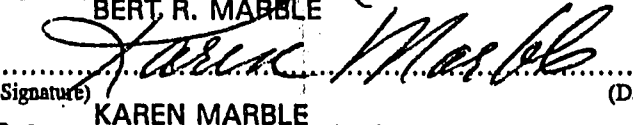
☐ Actual authority was granted to the parties signing below by resolution signed and dated .....

Entity Name: .....

Entity Name: .....

  
(Signature) BERT R. MARBLE (Date)

(Signature) (Date)

  
(Signature) KAREN MARBLE (Date)

(Signature) (Date)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

**ACKNOWLEDGMENT:**

STATE OF UTAH..... COUNTY OF CACHE..... } ss.

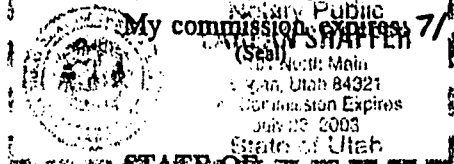
On this 22ND..... day of JULY, 2002....., before me, a Notary Public, personally appeared

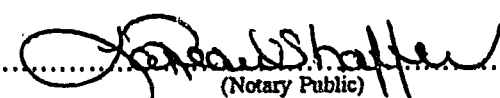
BERT R. MARBLE; KAREN MARBLE.....,

(Individual) known or identified to me (or proved to me on the oath of .....),  
to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they

executed the same.

My commission expires 7/23/03



  
(Notary Public)

STATE OF..... COUNTY OF..... } ss.

On this..... day of....., before me, a Notary Public, personally appeared

.....,

(Business or Entity Acknowledgment) known or identified to me (or proved to me on the oath of .....),  
to be the .....

My commission expires:

(Seal)

(Notary Public)

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DEC 12 2002

Department of Water Resources

**EXHIBIT A**

**PARCEL 1:**

**Township 12 South, Range 33 East, Boise Meridian:**

**Section 1: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$**

**Section 12: E $\frac{1}{2}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$**

**Township 14 South, Range 33 East, Boise Meridian:**

**Section 9: W $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$**

**Section 10: SW $\frac{1}{4}$ SW $\frac{1}{4}$ , (T-188 and T-491) EXCEPT: Commence at a point 40.6 rods East of the Southwest corner of said Section 10; thence running East 12 rods; thence North 14 rods; thence West 12 rods; thence South 14 rods to the point of beginning.**

**Section 16: W $\frac{1}{2}$**

**Section 17: E $\frac{1}{2}$**

**Section 21: N $\frac{1}{2}$ NW $\frac{1}{4}$**

**PARCEL 2:**

**Township 15 South, Range 34 East, Boise Meridian:**

**Section 23: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$**

**Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$**

**Section 25: W $\frac{1}{2}$**

**Section 26: E $\frac{1}{2}$ ; ALSO, Commencing at a point 10 rods North of the Southwest corner and running North 150 rods; thence East 80 rods; thence South 160 rods; thence West 72 rods; thence North 10 rods; thence West 8 rods to the point of beginning.**

**PARCEL 3:**

**Township 14 South, Range 37 East, Boise Meridian**

**Section 28: S $\frac{1}{2}$ NW $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$**

**Section 34: E $\frac{1}{2}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$  (T-1178) EXCEPTING that portion deeded for highway purposes.**

**PARCEL 4:**

**Township 14 South, Range 33 East, Boise Meridian:**

**Section 20: SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;**

**Section 21: S $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$**

**Section 28: N $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ NE $\frac{1}{4}$**

**Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$  (T-1198) EXCEPTING that portion deeded for highway purposes.**

**Section 32: W $\frac{1}{2}$ SE $\frac{1}{4}$  (T-1198) EXCEPTING that portion deeded for highway purposes.**

**Property Address: Bareground, Idaho**

**WATER RIGHT NOS. 17-7082, 17-7077, 29-2474, 17-7070, 17-7038**

**ALL SPRINKLER IRRIGATION EQUIPMENT, MAIN LINE, PUMPS, TANKS, AND RELATED EQUIPMENT WITH ALL REPLACEMENTS THEREOF.**

RECEIVED

DEC 12 2002

Department of Water Resources

RECEIVED  
DEC 05 2002  
Department of Water Resources  
Eastern Region

State of Idaho

Space Above This Line For Recording Data

## REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-22-2002 and the parties and their addresses are as follows:

MORTGAGOR: BERT R. MARBLE AND KAREN MARBLE.....  
457 WEST HWY 38.....  
MALAD, ID 83252.....  
519-52-2361, 543-42-2154.....

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: CACHE VALLEY BANK.....  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH.....  
101 NORTH MAIN STREET.....  
LOGAN, UT 84321.....  
87-0310100.....

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender the following described property:

TOWNSHIP 14 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO  
SECTION 35: NW1/4, NE1/4, SW1/4, SE1/4  
SUBJECT TO EXISTING EASEMENTS AND ROADWAYS.

The property is located in FRANKLIN at .....  
(County) .....  
....., Idaho .....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,834,745.93. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:

A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): NOTE DATED 07-22-2002.....

(e.g., borrower's name, note amount, interest rate, maturity date)

be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

27. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

28. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights to homestead exemption, appraisalment or the marshalling of liens and assets relating to the Property.

29. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ **Future Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

30. **OTHER TERMS.** If checked, the following are applicable to this Mortgage:

☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☐ **Additional Terms.** .....

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated .....

Entity Name: .....

Entity Name: .....

(Signature) Bert R. Marble (Date) .....  
BERT R. MARBLE

(Signature) ..... (Date) .....

(Signature) Karen Marble (Date) .....  
KAREN MARBLE

(Signature) ..... (Date) .....

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

**ACKNOWLEDGMENT:**

STATE OF UTAH....., COUNTY OF CACHE..... } ss.

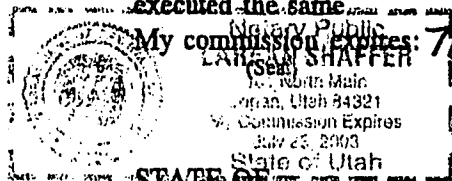
On this 22ND..... day of JULY, 2002....., before me, a Notary Public, personally appeared

BERT R. MARBLE; KAREN MARBLE.....

(Individual) known or identified to me (or proved to me on the oath of .....),  
to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they

executed the same.

My commission expires: 7/23/03



Larsen Shaffer  
(Notary Public)

STATE OF ..... , COUNTY OF ..... } ss.

On this ..... day of ..... , before me, a Notary Public, personally appeared

known or identified to me (or proved to me on the oath of .....),  
to be the .....

(Business  
or Entity  
Acknowledgment)

My commission expires:  
(Seal)

.....  
(Notary Public)



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](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

December 12, 2002

CACHE VALLEY BANK  
ATTN J GREGG MILLER  
101 NORTH MAIN  
LOGAN UT 84321

RE: Notice of Security Interest for Water Rights 17-7038, 17-7070, 17-7077, 17-7082

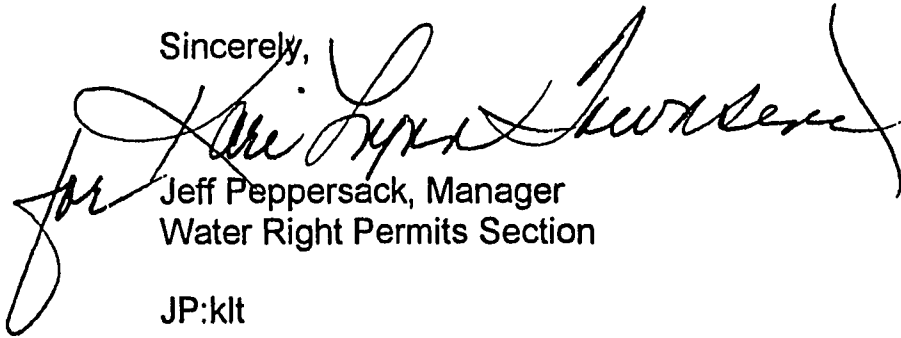
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence regarding the Notice of Security Interest for the above referenced water rights to you. The department has modified its records to add the security interest information and has enclosed computer-generated reports 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

Enclosures