

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 08 2024

DEPARTMENT OF  
WATER RESOURCES

**Notice of Security Interest in a Water Right**  
and a request to be notified of a change in ownership or any proposed  
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.

| Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. | Water Right/Claim No. |
|-----------------------|-----------------------|-----------------------|-----------------------|
| 29-2239               | 29-12058              |                       |                       |
| 29-2560A              | 29-13493              |                       |                       |
| 29-10663              | 29-13494              |                       |                       |
| 29-10664              |                       |                       |                       |
| 29-10665              |                       |                       |                       |

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

State of Idaho

Idaho Water Resource Board

322 East Front St

PO Box 83720, Boise ID 83720

Phone 208-287-4900

Email

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

Marsh Center Irrigation Company

5. Expiration Date of Notification Period

June 2025

6. Is this a Renewal of Request for Notification?

☐ YES

☒ NO

7. Signature(s) of Security Interest Holder(s)

Title, if applicable

Brian Patton, Water Resource Board Executive Officer

**For Office Use Only**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_ Fee \_\_\_\_\_

Processed by AJ \_\_\_\_\_ Date \_\_\_\_\_ WR DM Date 1-18-24

SUPPORT DATA  
IN FILE # 29-2239

RECEIVED

JAN 08 2024

DEPARTMENT OF  
WATER RESOURCES



**STATE OF IDAHO  
WATER RESOURCE BOARD**

**REVOLVING DEVELOPMENT ACCOUNT LOAN CONTRACT  
IWRB1045**

This Contract is between the Idaho Water Resource Board (Board) and Marsh Center Irrigating Company (Sponsor).

**GENERAL PROVISIONS**

1. Project Description – The Project is the conversion of approximately 26,000 feet of open canal to a pressurized pipe system along with the installation of measuring and screening structures and connection points for shareholders.
2. Loan Amount – The Board will loan to the Sponsor up to \$700,000.
3. Interest Rate – The Sponsor shall pay interest of 8.5% per year of the unpaid balance of the money disbursed to the Sponsor from the date of disbursement of each principal amount.
4. Project Completion Date – The Sponsor shall complete the Project no later than June 30, 2025. The Project completion date may be extended upon written approval of the Board.
5. Annual Payments – The Sponsor shall make 2 annual and approximately equal payments to the Board, repaying in full the principal amount of the loan funds disbursed together with interest pursuant to Article 15.
6. [Reserved]

## INTRODUCTORY PROVISIONS

7. Definitions – When used in this contract, the following terms shall have the following meanings:

“Date of Disbursement” means the date a disbursement check is mailed from or picked up from the Board’s principal place of business.

“Final Disbursement” means the last disbursement the Board makes to the Sponsor, including final disbursements for less than the full Loan Amount.

“Final Disbursement Notice” means the written notice the Board provides the Sponsor once it has made its Final Disbursement to the Sponsor.

“Payment Date” means the date a loan payment is received and stamped received at the central office of the Department of Water Resources in Boise.

“Project” means all works and facilities proposed to be constructed by the Sponsor as described in Article 1, Project Description.

“System” means the water supply, storage, and delivery facilities owned and operated by the Sponsor.

“Year” means fiscal year beginning July 1 and ending June 30 of the year following.

8. Term of Contract – This Contract shall take effect when both parties have signed it. The date of this Contract will be the date the Contract is signed by the last party to sign it and shall remain in effect until the principal amount of the loan, all interest, and any money owed to the Board under this Contract has been paid in full.

## LOAN PROVISIONS

9. Conditions for Disbursement of Funds:

- 9.1 The Board will disburse the funds when the Sponsor does the following:

- Provide the Board acceptable security for the loan.
- Establish a reserve fund equal to one annual loan payment.
- Comply with all rules and regulations that apply to the Project

- 9.2 Disbursements shall be based on Project progress verified by actual bills or invoices submitted to the Sponsor. The Sponsor may then submit the bills as invoices to the Board for approval and disbursement.

- 9.3 The Board shall withhold 5% of Sponsor’s requested loan disbursements until the final disbursement.

- 9.4 The Sponsor may make progress payments using these loan funds only on the basis of work in place or materials delivered to the Project site, pursuant to the terms of the agreement between the Sponsor and its contractor. Progress payments are also allowed for other costs necessarily incurred for the Project’s construction.

10. Withholding of Disbursements

- 10.1 Conditions for Withholding Payment

- 10.1.1. If the Board determines that the Project is not being constructed substantially in accordance with the provisions of this contract, or that the Sponsor has failed in any other respect to substantially comply with the provisions of this contract, the Board shall provide written notice of such failure. The Sponsor has 15 days, unless otherwise specified by the Board in its written notice, from receipt of the written notice, to remedy to the Board's satisfaction, any failure to comply with this contract. If the Sponsor does not satisfactorily remedy the failure, the Board may withhold from the Sponsor any portion of the Loan Amount. During the remedy period, the Board is not obligated to disburse any portion of the Loan Amount. The Board shall provide the Sponsor with prompt written notice of any decision to withhold any portion of the Loan Amount.
- 10.1.2. Upon the completion of the Project and before the final Project disbursement is made, the Board's contracting officer shall inspect the Project, this inspection may be performed in person or video walk through. At the time of the inspection, the entire system must be fully operable and turned on, if requested by the contracting officer. If construction is not complete when the final project payment is requested, 5% of the total funds requested shall be withheld until the Project is completed. The Board may require the Sponsor to submit as-built drawings.
- 10.2 Withholding Entire Loan Amount - If the Board notifies the Sponsor that it has decided to withhold all of the Loan Amount from the Sponsor, this contract shall terminate upon receipt of such notice by the Sponsor and shall no longer be binding on either party.
11. Use of Funds – Any money disbursed to the Sponsor shall be used solely for the payment of costs necessarily incurred by the Sponsor for the construction of the Project. Those costs include but are not limited to, the payment of interest during Project construction, engineering expenses, legal expenses, land acquisition, materials purchases, payments to contractors, and the costs of any maintenance of the Project.
12. Project Design and Construction
- 12.1 Progress Reports – At the request of the Board's contracting officer, the Sponsor shall provide the Board monthly progress reports during Project construction.
- 12.2 Inspection of Construction - The Board's contracting officer or a designated representative shall perform a minimum of one inspection. Inspections, at a minimum, should coincide with construction of new improvements and upgrades and at the completion of the Project. The Sponsor shall notify the Board's contracting officer prior to these operations so that the officer can make arrangements to be present. If the Board's officer cannot be present, the Sponsor, upon the approval of the Board's officer, must take photos of the installation process at that time and send them to the Board's officer.

#### **REPAYMENT PROVISIONS**

13. Statement of Principal Amount of Loan

- 13.1 Remittance of Unexpended Funds - After Sponsor receives the Final Disbursement Notice, Sponsor shall remit to the Board any unexpended funds that were disbursed to Sponsor under this contract but not needed to pay Project construction costs incurred prior to the date such notice was given. Within 30 days from the date of the Final Disbursement Notice, Sponsor shall remit any unexpended funds, or if no such funds exist, Sponsor shall transmit to the

Board a written notice to that effect. Unexpended funds remitted to the Board under this subdivision shall be considered repayment of a part of the loan.

- 13.2 Transmission of Statement to Sponsor - Within 30 days after the Sponsor remits to the Board any unexpended funds or transmits its notice that no such funds exist, the Board shall transmit to the Sponsor a written statement setting forth the amount of the loan the Sponsor shall repay. The repayment amount shall be the total amount disbursed to the Sponsor less any amount disbursed that may have been previously repaid together with all accrued interest.

14. Repayment of Principal Amount of Loan

- 14.1 Repayment Terms - The first annual payment is due not later than one year from the Final Disbursement date. The repayment schedule is subject to modification by agreement of the Board and the Sponsor.

- 14.2 Advance Payment Option - The Sponsor shall have the option of paying in advance on any date all or any part of the unpaid portion of the principal amount of the loan; provided, that any interest accrued shall be paid at the same time.

15. Interest Payment - The interest amount due on each disbursement shall be calculated as follows:

$$I = \frac{n \times i \times p}{365}$$

Where;

I = dollars of interest due

i = interest rate

p = unpaid balance of the disbursement

n = the number of calendar days from, but not including, the Disbursement Date (or the last Payment Date) to and including the date paid.

16. Impairments to Payment Capacity

- 16.1 Disposal of Water Outside Sponsor's System - While this contract is in effect, the Sponsor shall not sell or otherwise dispose of water for use outside the Sponsor's System without prior approval by the Board. Board approval is not needed for agreements in effect at the time of loan authorization by the Board. Such approval shall depend upon the Board's judgment of the effect of such action upon the Sponsor's capacity to make contract payments.
- 16.2 Change in Sponsor's Operation of System - While this contract is in effect, the Sponsor shall not make a change to the operation of the Sponsor's System which would, in the judgment of the Board, materially impair the Sponsor's capacity to make contract payments. The Sponsor shall operate and maintain the System to ensure its economic and efficient operation.
- 16.3 Dissolution of Sponsor - While this contract is in effect, the Sponsor agrees to maintain its corporate identity and make no attempt to cause its corporate existence to be abolished.
- 16.4 Transfer of System Facilities - While this contract is in effect, the Sponsor shall make no attempt to transfer ownership or operation of the System facilities, or any part of the water system, or any water rights owned by the Sponsor, to another party without prior written approval by the Board.
- 16.5 Other Obligations Against Project or System - While this contract is in effect, the Sponsor shall keep the Project and System free and clear of all levies, liens and encumbrances, except for those created under this contract and those that may exist prior to this contract. The

Sponsor shall not issue any superior liens, pledge, charge, or encumbrance of or against the Project and System without the Board's prior written approval.

- 16.6 Delivery of Water to Cease due to Non-Payment – The Sponsor shall not deliver water to users who are delinquent with their payments, charges, or assessments for water service. The Sponsor shall use any and all means at its disposal to collect delinquent payments, charges, or assessments for water service.
- 16.7 Maintenance of Reserve Fund – While this contract is in effect, the Sponsor shall maintain a reserve fund equal to one annual loan payment.
17. Financial Reports – While this contract is in effect, the Board may request a report of Sponsor's finances on or before the scheduled date of the Sponsors' annual payment.

#### OTHER PROVISIONS

18. Inspections of Project by Board – The Board shall have the right to inspect the work being performed and the facilities being constructed at any and all times during the construction of the Project. The Board also has the right to inspect the Project and its operation and maintenance at any and all times after its completion, prior to repayment and termination of the loan contract. The Sponsor shall notify the Board of the Sponsor's final inspection of the Project at least 10 days prior to the date for the inspection.
19. Basic Operation and Maintenance Standards – The Sponsor shall cause the Project to be operated in an efficient and economical manner, shall provide for the making of all repairs, renewals, and replacements necessary to the efficient operation of the same, and shall cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted.
20. Prohibition Against Disposal of Project Without Board Permission – The Sponsor shall not sell, lease, transfer, exchange, mortgage, hypothecate or encumber in any manner whatsoever all or any portion of the Project or of any real or other property owned by the Sponsor and used in conjunction therewith without prior written permission of the Board.
21. Board to be Held Harmless from Project Damage – The Sponsor agrees to indemnify the State of Idaho, the Idaho Water Resource Board, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part and whether directly or indirectly, the design, construction, operation, repair, maintenance, existence, or failure of the Project, or of any of its works or facilities. The Sponsor may be required by the Board to carry a reasonable coverage of liability insurance for this purpose.
22. Remedies not Exclusive – The use of either party of any remedy specified for the enforcement of this contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law. In the event suit for collection of any of the amounts due under this contract is required, the Board shall be entitled to collect from the Sponsor any costs and expenses of collection, including a reasonable attorney's fee.
23. Public Records – Pursuant to Title 74, Chapter 1, Idaho Code, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate each portion as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Department will not accept the marking of an entire document as exempt. In addition, the Department will not accept a legend or statement on one page that

all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Department against all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release.

24. Amendments – This contract may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law.
25. Opinions and Determinations – Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
26. Contracting Officer of The Board – The contracting officer of the Board shall be the Director of the Idaho Department of Water Resources or duly authorized representative. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews, and determinations required of the Board under the terms of this contract.
27. Successors and Assigns Obligated – This contract and all its provisions shall jointly and severally apply to and bind the respective heirs, personal representatives, successors, and assigns of the parties.
28. Assignment – No assignment or transfer of this contract or any part shall be valid unless and until written approval is received from the Board and made subject to such reasonable terms and conditions as the Board may impose.
29. Waiver of Rights – From time to time, either party may waive any of its rights under this contract. Any waiver at any time by either party of its rights with respect to a default or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter.
30. Notices – All notices that are required either expressly or by implication to be given by one party to the other under this contract shall be signed for the Board by its contracting officer and for the Sponsor by such officers as it may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this contract.
31. Inspection of Books, Records, and Reports – During regular office hours, each of the parties and their duly authorized representative shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this contract or related matters. Each of the parties shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this contract.
32. Suit – In the event suit is instituted to assert any right or privilege under this contract, the Board may recover as attorney fees such sum as the court may adjudge as reasonable in addition to the costs and disbursements allowed by law or court rule.

33. Governing Law – This Contract shall be governed by and construed under the laws of the State of Idaho and the parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this contract.
34. Reimbursement – The Sponsor shall pay for any cost incurred by the Board in filing or perfecting any security interest including but not limited to, the providing of a mortgage insurance policy, or recording any instrument executed pursuant to this contract. In the event these costs are not paid by the Sponsor they shall be paid by the Board and all costs, expenses, and related attorney fees shall be due to the Board with interest from the date of such payments at the highest rate for which it is lawful to contract, and such amount shall be added to and be deemed a part of the debt.
35. Default – In the event that the Sponsor fails to pay any of the sums of money due under the Contract; then, as often as failure of payment or breach of terms, conditions, covenants or provisions occurs, the Board may at any time thereafter declare the whole of the principal sum, or as much remaining unpaid at the time of declaration, together with all sums of interest accrued, to be due and payable. The Board may, at any time after such failure of payment or breach of terms, conditions, covenants or provisions, proceed to compel payment of the full amount due and payable, or may exercise every right and remedy as a secured party under the law.
36. Compliance with Applicable Laws, Rules and Regulations – The Sponsor shall comply with all applicable local, state, and federal laws, rules, and regulations such as may govern any part of this Project and contract. Failure on the part of the Sponsor to comply with any applicable local, state, and federal laws, rules and regulations shall not relieve the Sponsor of its financial obligations under this contract.
37. Rate Covenant – The Sponsor agrees that for the term of this contract the Sponsor shall establish, fix, prescribe, and collect rates and charges for water service or related services of the System, which after taking into account anticipated delinquencies, provide revenues sufficient to pay for all expenses of the system.

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The parties have executed this Contract on the date following their respective signatures.

State of Idaho  
IDAHO WATER RESOURCE BOARD  
322 East Front Street  
PO Box 83720  
Boise, ID 83720-0098

Marsh Center Irrigating Company  
P.O Box 162  
McCammon, ID 83250

  
\_\_\_\_\_  
Brian Patton  
Executive Officer

  
\_\_\_\_\_  
Randy Wheatley  
President, Marsh Center Irrigating Co.

1/8/24  
\_\_\_\_\_  
Date

12-22-23  
\_\_\_\_\_  
Date

State of Idaho  
County of Bannock

This instrument was signed or acknowledged before me on 12-22-2023  
by Randy Wheatley

Printed Name

Commission expires:



  
\_\_\_\_\_  
Notary Signature  
Brandy Saiz  
\_\_\_\_\_  
5-10-2028  
\_\_\_\_\_

JAN 08 2024

DEPARTMENT OF  
WATER RESOURCES

Loan Contract No. IWRB1045

IDAHO WATER RESOURCE BOARD  
SECURITY AGREEMENT

This Agreement is made and entered into this **1<sup>st</sup> day of December 2023**, by and between the **MARSH CENTER IRRIGATING COMPANY** (Sponsor) and the **IDAHO WATER RESOURCE BOARD** (Board), an agency of the State of Idaho.

**WITNESSETH**

The Sponsor, for and in consideration of the funds advanced to the Sponsor, under the "Idaho Water Resource Board, Revolving Development Account Loan Contract," (Contract) executed contemporaneously with this Agreement, between the Sponsor and the Board, has granted, bargained, sold, conveyed, assigned, transferred and set over and by these presents does grant, bargain, sell, convey, assign, transfer and set over unto the Board, its successors and assigns, the following described property to secure the payment of the Contract, in the principal sum not to exceed **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)** delivered and executed by the Sponsor, as makers to the Board as secured party and payee, with terms and conditions as more particularly designated therein.

**WATER RIGHTS** – All of the interest in the following water rights as listed in the record of the State of Idaho, Department of Water Resources.

| Water Right # | Source      | Diversion Rate (CFS) | Priority Date | Process     |
|---------------|-------------|----------------------|---------------|-------------|
| 29-2239       | Marsh Creek | 5.80 cfs             | 5/5/1925      | Water Right |
| 29-2560A      | Marsh Creek | 19.2 AF              | 5/10/1943     | Water Right |
| 29-10663      | Marsh Creek | 0.33 cfs             | 4/1/1891      | Water Right |
| 29-10664      | Marsh Creek | 238.9 AF             | 6/10/1891     | Water Right |
| 29-10665      | Marsh Creek | 641.1 AF             | 4/1/1944      | Water Right |
| 29-12058      | Marsh Creek | 2.00 cfs             | 12/19/1891    | Water Right |
| 29-13493      | Marsh Creek | 10.00 cfs            | 5/1/1870      | Water Right |
| 29-13494      | Marsh Creek | 30.00 cfs            | 5/1/1870      | Water Right |

**REAL & PERSONAL PROPERTY**

All easements, and rights of way, pipelines, water mains, wells, storage reservoirs, pumps, canals, dams, headgates, flumes, weirs water control structures, water treatment plants, and all other rights and privileges owned by the Sponsor or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the above-described water rights located at parcel number RPR4267011300; TR N2SE4 TAX 5 2.97 AC S35-T10S-R35E; Deed 215799

TO HAVE AND TO HOLD the above-described property and all the same and to the Board, its successors, and assigns.

1. **DEFAULT** – In the event that the Sponsor fails to pay any of the sums of money when due; fails to comply with any of the terms, conditions, covenants or provisions of this Agreement or Contract; then, as often as such failure of payment or breach of terms, conditions, covenants or provisions shall occur, the Board may at any time thereafter declare the whole of the principal sum, with all sums of interest accrued thereon paid by the Sponsor on the Note or paid by the Sponsor under the provisions of this Agreement, to be at once payable. The Board may, at any time after such failure of payment or breach of terms, conditions, covenants, or provisions, as aforesaid, proceed to compel payment to be paid of

the full amount due and payable and to compel payment to be paid of the full amount due and payable, or may exercise every right and remedy as a secured party under the law.

2. WARRANTY - The Sponsor has covenanted, agreed, and represented, and does covenant, agree, and represent to and with the Board as follows:

- a. The Sponsor does warrant and will defend title unto the Board against claims and demands of all persons whomsoever against all the property subject to assignment under this Agreement.
- b. The Sponsor will pay all sums of money specified above, promptly as they become due, and that the Sponsor will pay all taxes, assessments and other charges that may be levied or assigned on any property subject to this Agreement when and as the same shall become due and payable. Sponsor will comply with all terms and conditions of this Agreement and any violation thereof shall constitute a default hereunder.

3. ATTORNEY FEES AND COSTS

- a. In the event suit is instituted to assert any right or privilege under this Agreement, the Board may recover as attorney fees such sums as the court may adjudge reasonable in addition to the costs and disbursements allowed by law or court rule, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.
- b. In the event the Board becomes a party plaintiff or defendant in any suit or legal proceeding in relation to the property described or referred to by this Agreement or any agreement given by Sponsor in connection herewith, Sponsor agree to pay on demand all reasonable attorney fees paid or incurred by the Board in connection with such suit or proceeding, including, but not limited to, any expenses paid or incurred in procuring or continuing abstracts of title, title reports or title policies and search of the records for the purpose of such litigation. All sums paid shall bear interest at the highest rate for which it is lawful to contract and shall constitute a lien upon the premises and property and be secured hereby. In default of immediate repayment thereof by the Sponsor after demand, the whole indebtedness secured hereby shall, at the option of the Board, become due and payable without notice.

4. RECEIVER: In the event proceedings are instituted for a breach of the terms and conditions of this Agreement, the Board shall, at its election, as a matter of right and without regard to sufficiency of the security or of waste or danger or misapplication of any of the properties of the Sponsor, be entitled to have a receiver appointed of all or any part of the property secured. The Sponsor expressly consents to the appointment of a receiver by the court of competent jurisdiction and expressly stipulates, covenants, and agrees that such receiver may remain in possession and control of the secured property so elected until the final determination of such suit.

5. SUBROGATION: The Board shall be subrogated for further security to the lien, though released of record, of any and all prior encumbrances upon the rights subject to this Agreement.

6. CHATELS AND PERSONAL PROPERTY: Except for the purposes of making replacements of the chattels and other personal property subject to this Agreement and which the Sponsor now has or hereafter has or acquires and uses in connection with and as a part of the water system and facilities associated with the above described water rights, the Sponsor will not see or dispose of any of the chattels or personal property, nor attempt to do so, nor part with possession of any of the same, nor permit it to be removed from the secured, or from the adjoining or adjacent lands where such property may be located, while this Agreement remains in force and effect, without the prior written consent of the Board, which consent shall not unreasonably be withheld. Except for fire, strikes, riots, acts of

God, or other unavoidable casualties, the chattels and other personal property subject to this Agreement shall at all times while this Agreement remains in force and effect be kept and maintained by the Sponsor, at the Sponsor's expense, in first class order, condition and repair. The Sponsor shall from time to time make all replacements of such property which may reasonably be necessary for the irrigation and cultivation of the premises. The Sponsor will neither commit nor suffer any damages or waste on or to the premises and such property nor do or permit to be done anything that may lessen or impair the value of the property, real or personal, or the lien or security.

7. LEASES OR OTHER INSTRUMENTS OR AGREEMENTS SUBORDINATED: Sponsor covenants and agrees that each and every term, condition and covenant of any and all leases or other instruments or agreements, oral or written relating to or affecting in any way the property described or referred to above, shall be and are made subject and subordinate to all of the terms, conditions and covenants of this Agreement.
8. TIMELY PERFORMANCES: Sponsor covenants and agrees to fully and timely perform each and every term, provision and condition of any and all instruments evidencing the Sponsor's easements, rights-of-way, licenses or other rights, privileges or interest in appurtenant to or used or enjoyed in connection with the installation, utilization or maintenance of the water system facilities, use or to be used in the supply or delivery of water to any of the property described and referred to or for access, required to be performed by the Sponsor. The Sponsor assigns such instruments and all their rights and interest to the Board as further security. Any assignment shall not affect any of the terms and conditions of this Agreement and shall terminate or be subject to reassignment by the Board to the Sponsor upon payment of the entire secure indebtedness. The Board shall have and is hereby granted the right, as its option, at any time within twenty days before performances or payment is required, to perform on behalf of the Sponsor any or all the terms, provisions and conditions in any instrument assigned to the Board that is required to be performed by the Sponsor. The Board, in its sole and exclusive judgment and discretion, may pay any sum of money the Board deems necessary to prevent the termination of any instrument, or the abandonment or loss of any of the Sponsor's rights or privileges provided by the instruments. The Sponsor agrees to immediately repay the Board, without notice or demand, any sums paid or expended, with interest at the same rate as specified in the Contract on the principal, after default and maturity, and all such sums paid or expended by the Board, with interest, shall become a part of the secured indebtedness. If the Sponsor does not immediately repay the Board, the Sponsor shall be in default and the whole secured indebtedness shall, at the option of the Board, become due and payable without notice.
9. BOARD TO BE HELD HARMLESS FROM PROJECT DAMAGE: The Sponsor agrees to indemnify the State of Idaho, the Idaho Water Resource Board, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demand, losses, costs, expenses, or liability due or incident to, either in whole or in part and whether directly or indirectly, the design, construction, operation, repair, maintenance, existence, or failure of the project, or any of the works or its facilities. The Sponsor may be required by the Board to carry a reasonable coverage of liability insurance for this purpose.
10. INTERPRETATION: Words used herein shall include the singular or plural, and feminine, masculine or neuter as the context may require.
11. CONTINUING OBLIGATION: The rights and obligations herein shall inure to and be binding upon the successors, heirs, executors, administrators, and assigns of the respective parties.
12. APPLICABLE LAW: This Agreement shall be governed and construed according to the laws of the State of Idaho.

IN WITNESS WHEREOF, Sponsor has hereunto affixed hands and seals as of the day and year of this instrument.

DATED this 1<sup>st</sup> day of December 2023.

Marsh Center Irrigating Company  
P.O Box 162  
McCammon, ID 83250

  
Randy Wheatley  
President, Marsh Center Irrigating Co.

#### ACKNOWLEDGMENT

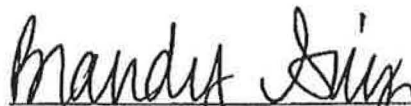
STATE OF IDAHO )

County of Bannock

On this 22 day of December, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Randy Wheatley, known to me to be the President of the MCIC that executed the instrument or the persons who executed the instrument on behalf of said MCIC, and acknowledged to me that \_\_\_\_\_ executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
Notary Public for the State of Idaho

Residing at Keybank, Pocatello, id

Idaho, Commission expires:

5-10-2023

AGREEMENT accepted by:

State of Idaho  
**IDAHO WATER RESOURCE BOARD**  
322 East Front Street  
P.O. Box 83720  
PO Box 83720  
Boise, ID 83720-0098

A handwritten signature in black ink, appearing to read 'B. Patton', is written over a horizontal line.

**Brian Patton**  
Executive Officer  
Idaho Water Resource Board

RECEIVED

JAN 08 2024

DEPARTMENT OF  
WATER RESOURCES

Loan Contract No. IWRB1045

Recording Fee: Exempt  
(see Idaho Code § 67-2301)



This block for Recorder use only.

**STATEMENT OF THE LOAN**  
**(A Lien Under Idaho Code § 42-1756(5) and (7))**

**Lienor:** STATE OF IDAHO  
IDAHO WATER RESOURCE BOARD  
322 East Front Street  
P.O. Box 83720  
Boise, ID 83720-0098

**Debtor:** MARSH CENTER IRRIGATION COMPANY  
13348 North Billy Lane  
Pocatello, ID 83202

This statement of the loan reflects the Lienor, Idaho Water Resource Board's ("**Board**"), Revolving Development Account Loan Contract ("**Loan Contract**") and Security Agreement, dated December 1<sup>st</sup>, 2023, entered into by the Board and Debtor.

In accordance with Idaho Code § 42-1756(5), this statement includes a summary of the loan amount, terms, and security. Pursuant to Idaho Code § 42-1756(5) and (7), this statement shall be recorded in the lien book of the county recorder(s) where the Project<sup>1</sup> is located.

**1. Loan Amount.** To finance Debtor's Project costs, the Board agreed to loan Debtor an amount of money not to exceed \$700,000.00. Debtor shall pay interest to the Board at the rate of 8.5% per annum of the unpaid balance of the amounts of money disbursed, pursuant to the Loan Contract, from the date of disbursement of each principal amount.

**2. Loan Term.** Subject to the conditions of the Loan Contract and Idaho Code § 42-1756(4), the Loan Contract shall remain in effect until the principal amount of the loan, all interest thereon, and any money owed to the Board under the Loan Contract has been paid in full. Subject to mutually agreed upon modification, the Debtor shall make 2 annual and approximately equal

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<sup>1</sup> "Project" means all works and facilities proposed to be constructed & improved by Debtor, as described in the Loan Contract and as approved in writing by the Board. Unless a written extension is executed by the Board, construction of the Project shall be completed not later than June 30, 2025.

payments to the Board, repayment commencing not later than one year from the date of final disbursement of funds for the Project.

**3. Loan Security.** As security for any amount loaned under the terms and conditions of the Loan Contract, and pursuant to the terms and conditions of the Security Agreement, Debtor has granted to the Board a continuing security interest in, and assigns and pledges to the Board all of Debtor's and its successors' and assigns', right, title and interest in the following collateral, whether now owned or subsequently acquired:

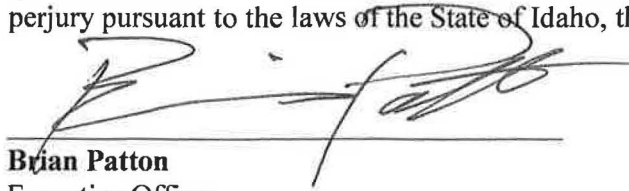
**WATER RIGHTS** – All of the interest in the following water rights as listed in the record of the State of Idaho, Department of Water Resources.

| Water Right # | Source      | Diversion Rate (CFS) | Priority Date | Process     |
|---------------|-------------|----------------------|---------------|-------------|
| 29-2239       | Marsh Creek | 5.80 cfs             | 5/5/1925      | Water Right |
| 29-2560A      | Marsh Creek | 19.2 AF              | 5/10/1943     | Water Right |
| 29-10663      | Marsh Creek | 0.33 cfs             | 4/1/1891      | Water Right |
| 29-10664      | Marsh Creek | 238.9 AF             | 6/10/1891     | Water Right |
| 29-10665      | Marsh Creek | 641.1 AF             | 4/1/1944      | Water Right |
| 29-12058      | Marsh Creek | 2.00 cfs             | 12/19/1891    | Water Right |
| 29-13493      | Marsh Creek | 10.00 cfs            | 5/1/1870      | Water Right |
| 29-13494      | Marsh Creek | 30.00 cfs            | 5/1/1870      | Water Right |

**REAL & PERSONAL PROPERTY**

All easements, and rights of way, pipelines, water mains, wells, storage reservoirs, pumps, canals, dams, headgates, flumes, weirs water control structures, water treatment plants, and all other rights and privileges owned by the Sponsor or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the above-described water rights located at parcel number RPR4267011300; TR N2SE4 TAX 5 2.97 AC S35-T10S-R35E; Deed 215799

I, the Executive Officer of the Idaho Water Resource Board, certify and declare under penalty of perjury pursuant to the laws of the State of Idaho, that the above is true and correct:

  
**Brian Patton**  
Executive Officer

State of Idaho  
**IDAHO WATER RESOURCE BOARD**  
322 East Front Street  
P.O. Box 83720  
Boise, ID 83720-0098

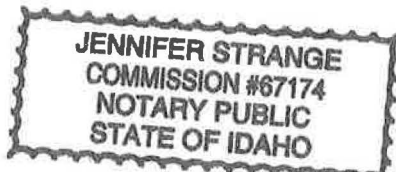
State of Idaho

County of

Ada

This instrument was signed or acknowledged before me on January 8, 2024

by Brian Patton as Executive Officer  
of the IWRB



  
Notary Signature

Printed Name

Jennifer Strange

Commission expires:

3-02-2028



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098  
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov) • Website: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Mathew Weaver

January 18, 2024

STATE OF IDAHO  
IDAHO WATER RESOURCE BOARD  
322 E FRONT ST  
PO BOX 8  
BOISE ID 83720-0098

RE: Notice of Security Interest for Water Right/Permit No(s): **29-2239, 29-2560A, 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, 29-13494**

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Security Interest, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield  
Technical Records Specialist 1

Enclosure(s)

c: MARSH CENTER IRRIGATING CO

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

1/18/2024

Water Right 29-2239

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Current Owner     | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 5/5/1925

**Basis:** Decreed

**Status:** Active

| <u>Source</u>     | <u>Tributary</u> |
|-------------------|------------------|
| WIREGRASS SPRINGS | MARSH CREEK      |

| <u>Beneficial Use</u> | <u>From</u>            | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|------------------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/01                  | 10/31     | 5.800 CFS             |               |
|                       | <u>Total Diversion</u> |           | 5.800 CFS             |               |

**Source and Point(s) of Diversion:**

|                   |        |                                           |
|-------------------|--------|-------------------------------------------|
| WIREGRASS SPRINGS | SWSENW | Sec. 12, Twp 11S, Rge 36E, BANNOCK County |
|-------------------|--------|-------------------------------------------|

**Place Of Use:**

IRRIGATION within BANNOCK County  
Large POU not displayed  
Total Acres = 274.0

**Conditions of Approval:**

- |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 135 | The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary. |
| 2. | C05 | RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3. |     | THE USE OF WATER UNDER THIS RIGHT DOES NOT INCLUDE A USE ON FEDERAL PUBLIC LAND.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4. | 129 | Place of use is within the area served by the Marsh Center Irrigation Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

**1/18/2024**

- |    |     |                                                                                                                                                                                                                                                                                                                 |
|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | C18 | This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code. |
| 6. | K06 | THIS RIGHT IS LIMITED TO THE IRRIGATION OF 239 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.                                                                                                                                                                                     |
| 7. | C03 | RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.                                                                                                                                                                                                               |

**Dates and Other Information:**

Decreed Date: 12/2/2004  
Civil Case Number: 39576  
Judicial District: FIFTH  
State or Federal: S  
Water District Number: 29H  
Mitigation Plan: False

**Combined Use Limits:**

|                    |                      |                     |                            |
|--------------------|----------------------|---------------------|----------------------------|
| <b><u>Rate</u></b> | <b><u>Volume</u></b> | <b><u>Acres</u></b> | <b><u>Water Rights</u></b> |
|                    |                      | 274.0               | 29-2560A ,29-2239          |

**SubCase:**

SubCaseNumber: 29-2239  
Class: 1  
SF5 Filed Date:  
Special Master Recom Signed Date:  
Attorney Assigned:  
Adjudication Agent:  
Basis of Claim: License  
Date Filed: 11/13/2003  
Objection Status: Active

**Water Supply Bank:**

N/A

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

1/18/2024

Water Right 29-2560A

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Current Owner     | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 5/10/1942

**Basis:** Decreed

**Status:** Active

| <u>Source</u>     | <u>Tributary</u> |
|-------------------|------------------|
| WIREGRASS SPRINGS | MARSH CREEK      |

| <u>Beneficial Use</u>      | <u>From</u>                   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|----------------------------|-------------------------------|-----------|-----------------------|---------------|
| IRRIGATION STORAGE         | 01/01                         | 12/31     |                       | 19.2 AF       |
| IRRIGATION FROM<br>STORAGE | 04/01                         | 10/31     |                       | 19.2 AF       |
|                            | <b><u>Total Diversion</u></b> |           |                       | 19.2 AF       |

**Source and Point(s) of Diversion:**

|                   |        |                                           |
|-------------------|--------|-------------------------------------------|
| WIREGRASS SPRINGS | SWSENW | Sec. 12, Twp 11S, Rge 36E, BANNOCK County |
|-------------------|--------|-------------------------------------------|

**Place Of Use:**

IRRIGATION FROM STORAGE within BANNOCK County  
Large POU not displayed  
Total Acres = 274.0

**Conditions of Approval:**

- |    |     |                                                                                                                                                                                                                                   |
|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 129 | Place of use is within the area served by the Marsh Center Irrigation Company                                                                                                                                                     |
| 2. | K06 | THIS RIGHT IS LIMITED TO THE IRRIGATION OF 149 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.                                                                                                       |
| 3. |     | THE USE OF WATER UNDER THIS RIGHT DOES NOT INCLUDE A USE ON FEDERAL PUBLIC LAND.                                                                                                                                                  |
| 4. | C05 | RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.                                                                                                                                       |
| 5. | 135 | The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

6. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

**Dates and Other Information:**

Decreed Date: 12/2/2004  
Civil Case Number: 39576  
Judicial District: FIFTH  
State or Federal: S  
Water District Number: 29H  
Mitigation Plan: False

**Combined Use Limits:**

| <u>Rate</u> | <u>Volume</u> | <u>Acres</u> | <u>Water Rights</u> |
|-------------|---------------|--------------|---------------------|
|             |               | 274.0        | 29-2560A ,29-2239   |

**SubCase:**

SubCaseNumber: 29-2560A  
Class: 1  
SF5 Filed Date:  
Special Master Recom Signed Date:  
Attorney Assigned:  
Adjudication Agent:  
Basis of Claim: License  
Date Filed: 11/13/2003  
Objection Status: Active

**Water Supply Bank:**

N/A

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

**Water Right 29-10663**

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Current Owner     | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 4/1/1891

**Basis:** Decreed

**Status:** Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| HAWKINS CREEK | MARSH CREEK      |

| <u>Beneficial Use</u> | <u>From</u>            | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|------------------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/01                  | 10/31     | 0.330 CFS             |               |
|                       | <u>Total Diversion</u> |           | 0.330 CFS             |               |

**Source and Point(s) of Diversion:**

|               |        |                                           |
|---------------|--------|-------------------------------------------|
| HAWKINS CREEK | NWNWSW | Sec. 31, Twp 10S, Rge 36E, BANNOCK County |
|---------------|--------|-------------------------------------------|

**Place Of Use:**

IRRIGATION within BANNOCK County  
Large POU not displayed  
Total Acres = 3,220.2

**Conditions of Approval:**

- |    |     |                                                                                                                                                                                                                                                                                                                  |
|----|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | X27 | This right is limited to the irrigation of 16.5 acres within the authorized place of use in a single irrigation season.                                                                                                                                                                                          |
| 2. | X35 | Rights 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494 when combined shall not exceed the irrigation of 3220.2 acres.                                                                                                                                                                             |
| 3. | R63 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.                                                                                                                              |
| 4. | 129 | Place of use is within the area served by Marsh Center Irrigating Company.                                                                                                                                                                                                                                       |
| 5. | 172 | The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
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- map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
6. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
7. F06 The following rights are diverted through point(s) of diversion described above: 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**Dates and Other Information:**

Decreed Date: 3/16/2004

State or Federal: S

Water District Number: 29H

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 3.5

Mitigation Plan: False

**Combined Use Limits:**

**Rate**

**Volume**

**Acres**

3,220.2

**Water Rights**

29-13494 ,29-10663 ,29-10664 ,29-10665 ,29-12058 ,29-13493

**SubCase:**

N/A

**Water Supply Bank:**

N/A

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

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**Water Right 29-10664**

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Current Owner     | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 6/10/1891

**Basis:** Decreed

**Status:** Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| HAWKINS CREEK | MARSH CREEK      |

| <u>Beneficial Use</u>         | <u>From</u> | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-------------------------------|-------------|-----------|-----------------------|---------------|
| IRRIGATION STORAGE            | 01/01       | 12/31     |                       | 238.9 AF      |
| IRRIGATION FROM STORAGE       | 04/01       | 10/31     |                       | 238.9 AF      |
| <b><u>Total Diversion</u></b> |             |           |                       | 238.9 AF      |

**Source and Point(s) of Diversion:**

|               |        |                                              |
|---------------|--------|----------------------------------------------|
| HAWKINS CREEK | NWNESE | Sec. 35, Twp 10S, Rge 35E, BANNOCK County    |
| HAWKINS CREEK | NWNWSW | Sec. 31, Twp 10S, Rge 36E, BANNOCK County(R) |

**Place Of Use:**

IRRIGATION STORAGE within BANNOCK County

|     |     |     | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| Twp | Rng | Sec | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 10S | 35E | 35  |    |    | X  | X  | X  | X  |    | X  |    |    |    |    |    | X  |    |    |        |

IRRIGATION FROM STORAGE within BANNOCK County

Large POU not displayed

Total Acres = 3,220.2

**Conditions of Approval:**

- X35 Rights 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494 when combined shall not exceed the irrigation of 3220.2 acres.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

- the place of use.
3. 129 Place of use for irrigation from storage is within the area served by Marsh Center Irrigating Company.
4. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
5. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. F06 The following rights are diverted through point(s) of diversion described above: 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494.
7. D05 Storage capacity 880 AF.
8. Place of use for irrigation storage is Hawkins Reservoir.
9. R40 The storage of water under this right is contingent upon continued certification by the Department of Water Resources under the dam safety provisions of the Idaho Code, authorizing storage.
10. Storage water is released into Hawkins Creek below Hawkins Reservoir and rediverted from Hawkins Creek at the headgate of Marsh Center Irrigating Company.
11. 004 This right does not grant any right-of-way or easement across the land of another.
12. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
13. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
14. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**Dates and Other Information:**

Decreed Date: 3/16/2004

State or Federal: S

Water District Number: 29H

Generic Max Volume Per Acre: 3.5

Mitigation Plan: False

**Combined Use Limits:**

**Rate**

**Volume**

**Acres**

3,220.2

**Water Rights**

29-13494 ,29-10663 ,29-10664 ,29-10665 ,29-12058 ,29-13493

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

1/18/2024

**SubCase:**

N/A

**Water Supply Bank:**

N/A

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

**Water Right 29-10665**

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Current Owner     | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 4/1/1944

**Basis:** Decreed

**Status:** Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| HAWKINS CREEK | MARSH CREEK      |

| <u>Beneficial Use</u>   | <u>From</u>                   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-------------------------|-------------------------------|-----------|-----------------------|---------------|
| IRRIGATION STORAGE      | 01/01                         | 12/31     |                       | 641.1 AF      |
| IRRIGATION FROM STORAGE | 04/01                         | 10/31     |                       | 641.1 AF      |
|                         | <b><u>Total Diversion</u></b> |           |                       | 641.1 AF      |

**Source and Point(s) of Diversion:**

|               |        |                                              |
|---------------|--------|----------------------------------------------|
| HAWKINS CREEK | NWNESE | Sec. 35, Twp 10S, Rge 35E, BANNOCK County    |
| HAWKINS CREEK | NWNWSW | Sec. 31, Twp 10S, Rge 36E, BANNOCK County(R) |

**Place Of Use:**

IRRIGATION STORAGE within BANNOCK County

|     |     |     | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| Twp | Rng | Sec | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 10S | 35E | 35  |    |    | X  | X  | X  | X  |    | X  |    |    |    |    |    | X  |    |    |        |

IRRIGATION FROM STORAGE within BANNOCK County

Large POU not displayed

Total Acres = 3,220.2

**Conditions of Approval:**

- X35 Rights 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494 when combined shall not exceed the irrigation of 3220.2 acres.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

- the place of use.
3. 129 Place of use for irrigation from storage is within the area served by Marsh Center Irrigating Company.
4. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
5. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. F06 The following rights are diverted through point(s) of diversion described above: 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494.
7. D05 Storage capacity 880 AF.
8. Place of use for irrigation storage is Hawkins Reservoir.
9. R40 The storage of water under this right is contingent upon continued certification by the Department of Water Resources under the dam safety provisions of the Idaho Code, authorizing storage.
10. Storage water is released into Hawkins Creek below Hawkins Reservoir and rediverted from Hawkins Creek at the headgate of Marsh Center Irrigating Company.
11. 004 This right does not grant any right-of-way or easement across the land of another.
12. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
13. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
14. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**Dates and Other Information:**

Decreed Date: 3/16/2004

State or Federal: S

Water District Number: 29H

Generic Max Volume Per Acre: 3.5

Mitigation Plan: False

**Combined Use Limits:**

**Rate**

**Volume**

**Acres**

3,220.2

**Water Rights**

29-13494 ,29-10663 ,29-10664 ,29-10665 ,29-12058 ,29-13493

IDAHO DEPARTMENT OF WATER RESOURCES  
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1/18/2024

**SubCase:**

N/A

**Water Supply Bank:**

N/A

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

1/18/2024

Water Right 29-12058

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Current Owner     | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 12/19/1891

**Basis:** Decreed

**Status:** Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| HAWKINS CREEK | MARSH CREEK      |

| <u>Beneficial Use</u> | <u>From</u>                   | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|-------------------------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/01                         | 10/31     | 2.000 CFS             |               |
| STOCKWATER            | 01/01                         | 12/31     | 0.020 CFS             |               |
|                       | <b><u>Total Diversion</u></b> |           | 2.000 CFS             |               |

**Source and Point(s) of Diversion:**

|               |        |                                           |
|---------------|--------|-------------------------------------------|
| HAWKINS CREEK | NWNWSW | Sec. 31, Twp 10S, Rge 36E, BANNOCK County |
|---------------|--------|-------------------------------------------|

**Place Of Use:**

IRRIGATION within BANNOCK County  
Large POU not displayed  
Total Acres = 3,220.2

STOCKWATER Same as IRRIGATION

**Conditions of Approval:**

- |    |     |                                                                                                                                                                                     |
|----|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | X27 | This right is limited to the irrigation of 100 acres within the authorized place of use in a single irrigation season.                                                              |
| 2. | X35 | Rights 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494 when combined shall not exceed the irrigation of 3220.2 acres.                                                |
| 3. | R63 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above. |
| 4. | 129 | Place of use for irrigation and stockwater is within the area served by Marsh                                                                                                       |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
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1/18/2024

- Center Irrigating Company.
5. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
6. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
7. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
8. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
9. F06 The following rights are diverted through point(s) of diversion described above: 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**Dates and Other Information:**

Decreed Date: 3/16/2004

State or Federal: S

Water District Number: 29H

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 3.5

Mitigation Plan: False

**Combined Use Limits:**

| <u>Rate</u> | <u>Volume</u> | <u>Acres</u> | <u>Water Rights</u>                                        |
|-------------|---------------|--------------|------------------------------------------------------------|
|             |               | 3,220.2      | 29-13494 ,29-10663 ,29-10664 ,29-10665 ,29-12058 ,29-13493 |

**SubCase:**

N/A

**Water Supply Bank:**

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

**1/18/2024**

N/A

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

1/18/2024

Water Right 29-13493

| <u>Owner Type</u> | <u>Name and Address</u>                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Current Owner     | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 5/1/1870

**Basis:** Decreed

**Status:** Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| HAWKINS CREEK | MARSH CREEK      |

| <u>Beneficial Use</u> | <u>From</u>            | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|------------------------|-----------|-----------------------|---------------|
| IRRIGATION            | 04/01                  | 10/31     | 10.000 CFS            |               |
|                       | <u>Total Diversion</u> |           | 10.000 CFS            |               |

**Source and Point(s) of Diversion:**

|               |        |                                           |
|---------------|--------|-------------------------------------------|
| HAWKINS CREEK | NWNWSW | Sec. 31, Twp 10S, Rge 36E, BANNOCK County |
|---------------|--------|-------------------------------------------|

**Place Of Use:**

IRRIGATION within BANNOCK County  
Large POU not displayed  
Total Acres = 3,220.2

**Conditions of Approval:**

- |    |     |                                                                                                                                                                                                                                                                                                                  |
|----|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | X27 | This right is limited to the irrigation of 500 acres within the authorized place of use in a single irrigation season.                                                                                                                                                                                           |
| 2. | X35 | Rights 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494 when combined shall not exceed the irrigation of 3220.2 acres.                                                                                                                                                                             |
| 3. | R63 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.                                                                                                                              |
| 4. | 129 | Place of use is within the area served by Marsh Center Irrigating Company.                                                                                                                                                                                                                                       |
| 5. | 172 | The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

- map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
6. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
  7. F06 The following rights are diverted through point(s) of diversion described above: 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494.
  8. 004 This right does not grant any right-of-way or easement across the land of another.
  9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
  10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
  11. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**Dates and Other Information:**

Decreed Date: 3/16/2004

Water District Number: 29H

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 3.5

Mitigation Plan: False

**Combined Use Limits:**

**Rate**

**Volume**

**Acres**

3,220.2

**Water Rights**

29-13494 ,29-10663 ,29-10664 ,29-10665 ,29-12058 ,29-13493

**SubCase:**

N/A

**Water Supply Bank:**

N/A

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

**Water Right 29-13494**

|                          |                                                                                                                   |
|--------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b><u>Owner Type</u></b> | <b><u>Name and Address</u></b>                                                                                    |
| Current Owner            | MARSH CENTER IRRIGATING CO<br>PO BOX 162<br>MCCAMMON, ID 83250-0162<br>(208) 589-8869                             |
| Security Interest        | STATE OF IDAHO<br>IDAHO WATER RESOURCE BOARD<br>322 E FRONT ST PO BOX 8<br>BOISE, ID 83720-0098<br>(208) 287-4800 |

**Priority Date:** 5/1/1870

**Basis:** Decreed

**Status:** Active

|                      |                         |
|----------------------|-------------------------|
| <b><u>Source</u></b> | <b><u>Tributary</u></b> |
| HAWKINS CREEK        | MARSH CREEK             |

| <b><u>Beneficial Use</u></b>  | <b><u>From</u></b> | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|-------------------------------|--------------------|------------------|------------------------------|----------------------|
| IRRIGATION                    | 04/01              | 10/31            | 30.000 CFS                   |                      |
| IRRIGATION STORAGE            | 01/01              | 12/31            |                              | 238.9 AF             |
| IRRIGATION FROM STORAGE       | 04/01              | 10/31            |                              | 238.9 AF             |
| <b><u>Total Diversion</u></b> |                    |                  | 30.000 CFS                   |                      |

**Source and Point(s) of Diversion:**

|               |        |                                           |
|---------------|--------|-------------------------------------------|
| HAWKINS CREEK | NWNWSW | Sec. 31, Twp 10S, Rge 36E, BANNOCK County |
| HAWKINS CREEK | NWNESE | Sec. 35, Twp 10S, Rge 35E, BANNOCK County |

**Place Of Use:**

IRRIGATION STORAGE within BANNOCK County

|     |     |     | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| Twp | Rng | Sec | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 10S | 35E | 35  |    |    | X  | X  | X  | X  |    | X  |    |    |    |    |    | X  |    |    |        |

IRRIGATION within BANNOCK County

Large POU not displayed

Total Acres = 3,220.2

IRRIGATION FROM STORAGE within BANNOCK County

Large POU not displayed

Total Acres = 3,220.2

**Conditions of Approval:**

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Proof Report**

1/18/2024

1. X35 Rights 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494 when combined shall not exceed the irrigation of 3220.2 acres.
2. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3. 129 Place of use for irrigation and irrigation from storage is within the area served by Marsh Center Irrigating Company.
4. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
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6. F06 The following rights are diverted through point(s) of diversion described above: 29-10663, 29-10664, 29-10665, 29-12058, 29-13493, and 29-13494.
7. D05 Storage capacity 880 AF.
8. Place of use for irrigation storage is Hawkins Reservoir.
9. R40 The storage of water under this right is contingent upon continued certification by the Department of Water Resources under the dam safety provisions of the Idaho Code, authorizing storage.
10. Storage water is released into Hawkins Creek below Hawkins Reservoir and rediverted from Hawkins Creek at the headgate of Marsh Center Irrigating Company.
11. 004 This right does not grant any right-of-way or easement across the land of another.
12. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
13. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
14. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

**Dates and Other Information:**

Decreed Date: 4/26/2004

Water District Number: 29H

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 3.5

Mitigation Plan: False

**Combined Use Limits:**

**Rate**

**Volume**

**Acres**

**Water Rights**

3,220.2

29-13494 ,29-10663 ,29-

IDAHO DEPARTMENT OF WATER RESOURCES  
Proof Report

1/18/2024

10664 ,29-10665 ,29-  
12058 ,29-13493

**SubCase:**

N/A

**Water Supply Bank:**

N/A