

Mikami Brothers
PO Box 780
Hermiston, OR 97838

Dept. of Water Resources
Boise, ID

To whom it may concern:

In the 1950's Mikami Brothers a partnership purchased and operated land east of the town of Ririe, Idaho, specifically Section 3 T3N 40E, with the exception of 120 acres in the northwest corner. Mikami Brothers are the one's who originally developed it for sprinkler irrigation. We drilled the well located in the northeast quarter in 1951. We installed a 60 hp pump and irrigated 280 acres until 1955 when we began to irrigate an additional 120 acres located in the northeast corner of Section 3 from the same well. At that time we installed a 75hp pump and added a 25hp booster. This system remained in place until 1967 when we sold the farm to George and Rendon Lovell.

In 1957 we drilled another well in the middle of the southeast quarter of Section 3. We installed a 125hp pump with a small booster. In 1959 we increased the booster to 50hp and began irrigating some of the acreage covered by the north well since it was short on water after expanding it's acreage in 1955. This system also remained in place until 1967 when we sold the farm to George and Rendon Lovell.

Under this arraignment these two wells provided ample water for the entire farm.

Sincerely Yours,



Sach Mikami, Partner
Mikami Brother Ltd. Partnership
PO Box 780
Hermiston, OR 97838
(541) 449-3811

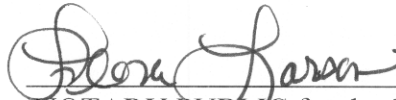
STATE OF OREGON

)ss.

County of Umatilla)

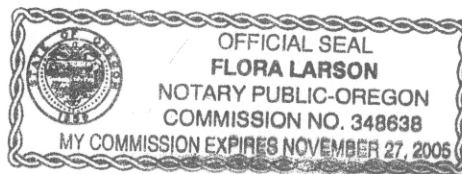
On this 18th day of March, 2004, before me, THE UNDERSIGNED, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Sachiheko Mikami and executed the foregoing instrument, and acknowledge to me said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he, is authorized to execute the said instrument.

Witness my hand and official seal affixed the day and year fist above-written.


NOTARY PUBLIC for the State of

Oregon, residing at: 495 E. Main.
Hermiston, OR 97838

My Commission Expires: 11/27/05.



January 8, 2004

To Whom It May Concern:

This is to certify that I worked for George L. Lovell continuously from 1961 to 1971. During that time I had responsibilities with the irrigation and have knowledge of the system as it existed during that time. My responsibilities included the operation and maintenance of the pumps, mainlines and handlines.

When I began work in 1961 water from two wells located in T3N 40E Sec 4 NE1/4 was used to water land with the following descriptions:

T3N 40E Sec 9 N1/2 NE1/4
T3N 40E Sec 9 NE1/4 NW1/4
T3N 40E Sec 4 S1/2
T3N 40E Sec 4 S1/2 NW1/4
T3N 40E Sec 4 S1/2 NE1/4
T3N 40E Sec 4 NE1/4 NE1/4
T3N 40E Sec 5 SE1/4 NE1/4
T3N 40E Sec 5 E1/2 SE1/4

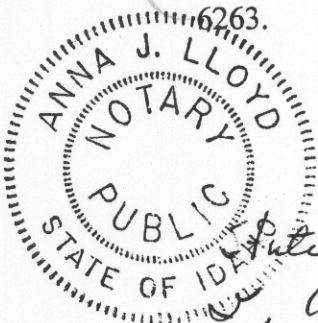
Some of the land in the south half of Sec 4 was being rented but was tied into the system for the land which he owned. That land was purchased by George L. Lovell while I still worked for him. The land in section 9 was irrigated by two mainlines, each running north and south. One was located 1/4 of a mile from the east boundary and the other was along the west side of the property. Part of my duty was to start and stop the pumps so I know that water from those two wells was used on all of the above described land. There was a pump in the Side Hill ditch of the Farmers Friend system which was started when the two wells could not provide enough water. The ditch pump was used when all of the crops required irrigation. In the spring before the potatoes required irrigation and in the summer after the grain crops were finished the wells provided most of the water. The above described land continued to be irrigated in this manner the entire time I worked on this farm.

I am also familiar with the farm that lies in Section 3 to T3N 40E. In 1961 it was owned by Sach Mikami. George L. Lovell bought this farm while I worked for him. All of the land in the NE1/4 of Section 3 was irrigated from a well in that quarter section in 1961 but I understand that there was a time earlier that the flat portion of it was flood irrigated from the progressive system. No changes were made to this system during the time I worked for George L. Lovell.

I reside at 7863 S. 1800W. Rexburg, Idaho 83440. My phone number is 356-

Sincerely,

Merlin L. Orr
Merlin Orr



State of Idaho, County of Madison
I, Anna Lloyd, a notary public, do hereby certify
that on this 9th day of January 2004 personally
appeared before me Merlin L. Orr and signed
the above document.
Commission Expires 5/30/2008
Anna Lloyd
7875 So. 1800 W.
Rexburg, Idaho 83440

ANDREW WELL DRILLING

Contractors

Pump and Well Drilling Equipment Installed
1360 E. 17th St., Idaho Falls, Idaho

*Reported
Oct. 195*

Mikami Bros - Ririe Bench

8 March 1955

Dan and Sach Mikami
East River Road
Idaho Falls, Idaho

R 40 E T 3 N

Sec 3.

Well location: Ririe Bench
Well Legal Description:

SE 1/4, SE 1/4 R 40 E T 3 N Sec 3.

Well No. 2 - 18"

315'	Drilling	\$4,095.00
47'	Casing left in well	211.50
7'	Damaged casing	49.00
26 hrs.	Casing salvage	250.00
	Well tests	375.00

Total well No. 2 . . . \$4,980.50

Well No. 3 - 18"

SW 1/4 S 1/4 E 1/4 R 40 E T 3 N Sec 3.

250'	Drilling	~~2990.00~~ ~~23,250.00~~
174'	Well casing	1,218.00
	Casing shoe	35.00
	Test pumping	250.00

Total well No. 3 . . . ~~\$4,753.00~~
4493.00

Total amount of wells Nos. 2 and 3 . . . ~~\$9,733.50~~
9473.50
2500.00

6973.50

IDAHO DRILLERS ASSOCIATION, INC.

Standard Form Drilling Contract

The Idaho Drillers Association, Inc. stands for safe and efficient well construction and will only approve a serviceable hole; and in order to promote better well construction have set up a board of twelve (12) inspectors composed of reliable and experienced men of which three impartial members will be sent to inspect any doubtful well. Such three impartial inspectors shall be selected from other sections of the state than where the well is located. A fee of \$50.00 will be charged for expenses for each inspection to be paid by the Drilling Contractor if the hole does not pass inspection, or by the Purchaser if the hole passes inspection.

THIS AGREEMENT, Made and entered into this 23 day of Feb., 1907, between
of Idaho Falls, Idaho Falls, hereinafter called the DRILLING CONTRACTOR, and
of Mikam Bho, hereinafter called the PURCHASER.

WITNESSETH: That the Drilling Contractor agrees, for and in consideration of the terms and agreements herein contained, and for the price herein listed for the work specified, to drill a hole beginning with a 18 inch hole and continuing such size unless formations are encountered which would necessitate reduction of same, Drilling Contractor having right to make reductions as he finds it necessary to do so. If necessary to reduce size of hole, price will be adjusted as follows: same

Reductions anticipated to be as follows:

The hole to be drilled is on property belonging to Purchaser, and described as follows, to-wit:
2 1/2 miles east of Boise - 1/2 mile of Poplar school canal.

The Drilling Contractor agrees to drill the hole and the Purchaser agrees to pay same at the rate of \$ 13.00 (per foot) (not including casing). (Strike out terms which do not apply.) All other work shall be paid at the following rates:
Perforating \$ _____ per hour, Developing \$ _____ per hour, Test pump \$ _____ per hour, Motor Power \$ _____ per hour.

Other items _____
Drill rate does not include casing or other materials unless otherwise specified herein and all such materials shall be paid by the Purchaser in addition to the charges herein set forth. Drill rate per foot does not include time spent by Drilling Contractor for well development, testing, or unforeseen eventualities. All casing and materials will be specified by the Drilling Contractor.

The pump to be used on the hole herein specified shall be type 1 1/2 inch shaft turbine, and size 12"
Special specifications are as follows:

for sprinkler system

All drilling and all labor performed shall be subject to the following covenants and agreements:

- There shall be a minimum charge of \$ _____ necessitated by the cost of moving and setting up Drilling Contractor's equipment.
- Drilling Contractor agrees to keep an accurate log of all formations and water levels, and perform all work in a good and workmanlike manner, hole to be serviceably straight, but does not under any circumstances represent or guarantee a flowing well or that he will strike water at all. The Drilling Contractor does not warrant any quantity or quality of water. All operations are at the risk of the Purchaser and failure to strike water shall in no way release Purchaser from payment of the full contract price.
- All charges shall be due and payable when the hole is finished or when the machine leaves the job, whichever is first in time.
- Purchaser agrees that overdue payments shall draw interest at the rate of eight per cent per annum until paid and that if suit be commenced or other legal proceedings be taken to enforce the payment of any amount due or any other provision of this agreement that he will pay a reasonable attorney's fee, and the costs of any such proceeding.
- No provision herein contained shall be construed as an election of any remedy which the Drilling Contractor might have at law or equity, and time and the terms, covenants and conditions are hereby made the essence of this agreement.
- If Purchaser does not pay the agreed price for said hole in the manner herein provided as follows:

1/2 full amount on completion of hole & 1/2 full amount 15 days later.

the Drilling Contractor shall at any time after ten (10) days of Purchaser's default in payment as herein provided have the right and permission to go upon the premises without guilt of trespass and reclaim and recover any materials installed by Drilling Contractor in the hole, including casing. It is specifically agreed that casing placed in hole by Drilling Contractor shall be deemed personal property unattached to the realty until fully paid for as provided herein.

G. Purchaser hereby grants to Drilling Contractor the right of ingress and egress upon any of Purchaser's land necessary or convenient to reach the site of the well and to carry out the provisions of this agreement.

H. The Purchaser takes full responsibility for selecting the site of the well, and any statements made by the Drilling Contractor are suggestions only and shall not be construed as representations as to where the well should be drilled.

I. Purchaser represents that he is the legal and record owner of the property upon which the well is to be drilled, or that he holds equitable title under the following facts:

J. The Drilling Contractor agrees that the Purchaser will not be responsible in case of accident or injury to persons or employees in connection with the drilling operations.

K. The Drilling Contractor shall not be responsible for damages or delays caused by fire, earthquakes, war, strikes, material shortage or theft, or other causes beyond the control of the Drilling Contractor.

L. The Drilling Contractor further agrees to comply with the standards set up by the Idaho Drillers Association, Inc., and it is mutually agreed that the inspection provision at the commencement of this contract is hereby made a part hereof.

IN WITNESS WHEREOF, The parties have hereunto set their hands this 23 day of Feb., 1907

Paul S. Mikami
Witnesses

Donald Andrew
Drilling Contractor
Mikami
Purchaser

ORIGINAL

Memo to File: The following letter date November 6, 2002, was sent out to the claimants and no response was received back to Intrepid.

November 6, 2002

Dear Sir or Madam:

Intrepid Technology and Resources, Inc. (ITR) has been contracted by the Idaho Department of Water Resources (IDWR) to verify information in the State's records regarding the enclosed claim(s). This letter is being sent to the address of record for the enclosed claim(s).

In June or July of 2002, ITR employees visited the point(s) of diversion for the claim(s) in question. The purpose of this letter is to follow up on that visit, and ask for your input to verify the boundary of the area irrigated by each point of diversion. IDWR has supplied the enclosed maps and/or aerial photographs. The points of diversion (wellheads, dams, etc.) are indicated as circles. The irrigated areas are traced with bright yellow lines.

Please take the time to review the map, and correct any inaccuracies by marking changes on the map, and sending the map and claim file back to us in the enclosed postage-paid envelope.

If the claim is no longer in use, please note it on the claim file and return it to us in the enclosed envelope.

This applies only to the enclosed claim file. Water rights or claims not included with this package will be dealt with separately. Please DO NOT mark wells, diversions, or irrigated areas not specifically addressed in this package.

If you have any questions about the letter itself or how to respond, please call Doug Larsen or myself at 208-529-5337. We will be happy to discuss it with you.

Sincerely,

Shaun Dustin, PE
Intrepid Technology & Resources, Inc.