

A63-07286

A63-03167

A63-03126

High Line
School

480

MICROFILMED

AUG 18 1992

Idaho Department of Water Resources

63-3126

T01N R01E S5



-  Point of Diversion
-  Place of Use
-  Sections
-  Quarter Quarter



IDWR

Prepared by: Sandy Egbert

Date: 5-25-05

1987 NAPP Photography

600 0 600 1200 1800 2400 Feet

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-3126
Date Received: 9/7/1989
Receipt No: W005672
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JUDITH YAMAMOTO Phone: (208) 922-5514

PO BOX 64
KUNA ID USA 83634

DUANE YAMAMOTO Phone: (208) 922-5514

PO BOX 64
KUNA ID USA 83634-0064

2. Date of Priority: 03/26/1958

3. Source: GROUND WATER, GROUND WATER , GROUND WATER Trib. to: , ,

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	01E	5	SW SW	ADA	
01N	01E	5	SE SE	ADA	
01N	01E	5	NW SW	ADA	

PO3 or 04
POD Accom
Tra

5. Description of diverting works:

312', 350', 440' DEEP, 16", 14", 16" CASINGS, SUB. PUMPS, SPR. & GRAV.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	1.17	

7. Total Quantity Appropriated is:

1.17 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	01E	5	SW	NE	IRRIGATION	7
			SW	NW	IRRIGATION	40
			NW	NW	IRRIGATION	22
			SE	NW	IRRIGATION	35
					Section Acres	104
					Total Acres	104

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

3 WELLS ARE COMBINED INTO 1 SYSTEM NORTHWEST FARM CREDIT ADDED PER ASSIGNMENT OF PERMIT.

CHANGE IN OWNERSHIP 5/19/05 LG

15. Basis of Claim: License

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

RECEIVED
 MAR 09 2004
 WATER RESOURCES
 WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-3126					
63-3167					
63-7286					

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

A. The appropriate **FILING FEE**. See instructions for fee amounts. N/A

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

☒ C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
 Owner/Claimant(s)

NORTHWEST
FARM CREDIT SERVICES / DUANE & JUDITH YAMAMOTO
PO BOX 730 PO BOX 64
CALDWELL ID 83606 / KUNA ID 83634

- ☒ New Owner/Claimant(s)

Duane & Judith Yamamoto
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

P.O. Box 64

City, State and ZIP Code

Kuna, ID. 83634

New Telephone Number

208-922-5514

- ☒ Date you acquired the property

Mortgaged 3/29/88 & 2/26/92
Released 4/28/98 & 4/28/98

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

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

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

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

North west Farm Credit Svc.
Authorized Agent: [Signature]

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

For Office Use Only

Received by DB
Received by _____
Processed by _____ AJ

Date 3-9-04
Date _____
Date _____

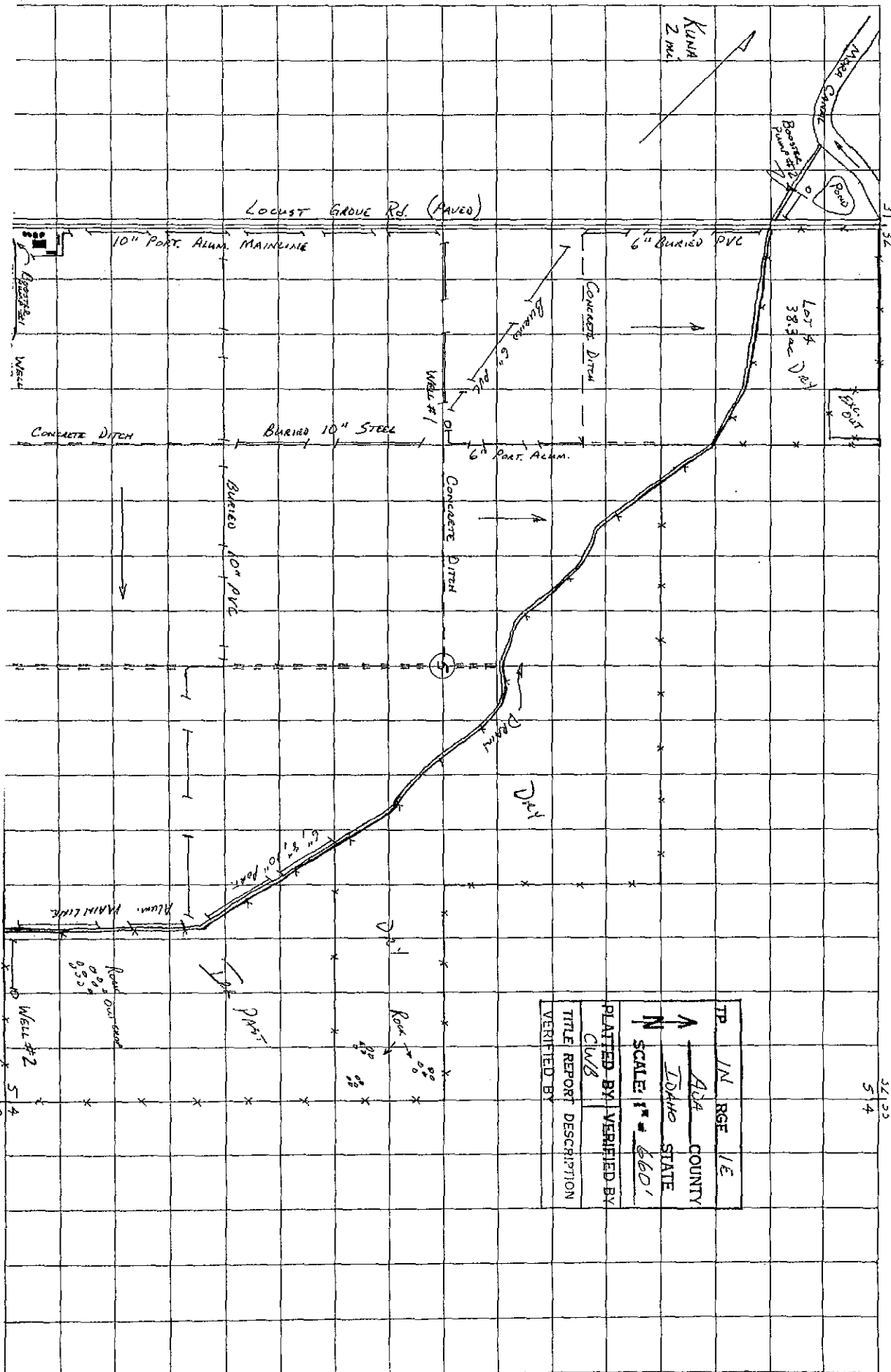
Fee _____
Receipt No. _____
WR _____ Date _____

Initials _____

PLAT OF FARM

No. _____

Use Standard Legend. Indicate roads and show direction and distance to nearest town. Indicate points of compass—show scale of map.
Designate section numbers at section centers. If more than one source of irrigation supply, indicate area served by each.



TP	1/4	RGF	1E
ASB COUNTY IDAHO STATE SCALE 1" = 660'			
PLATED BY: VERIFIED BY:			
Clu/8			
TITLE REPORT DESCRIPTION			
VERIFIED BY			

After recording return to: Farm Credit Services
P. O. Box 310
Caldwell ID 83606-0310

Customer/Note No. 1543 ³⁰⁴~~142~~

FULL RELEASE - Debt Discharged

For good and valuable consideration, Lender certifies as follows:

Release/Debt Fully Discharged: The note and all other indebtedness secured by the Loan Documents having been fully discharged, the following Loan Documents are released:

The Mortgage dated March 29, 1988 and executed Duane M. Yamamoto and Judith Yamamoto, husband and wife, recorded on April 4, 1988, as Instrument No. 8815520, in the records of Ada County, State of Idaho.

"Loan Documents" include any note, security, or other documents of any kind and any amendments thereto, signed in connection with the note, identified by the above-listed note number.

Dated: April 28, 1998

Lender: AgAmerica, FCB, successor in interest to
The Federal Land Bank of Spokane

Kip Dennis
Authorized Agent

State of Idaho)
) ss.
County of Canyon)

On April 29, 1998, before me personally appeared KIP DENNIS, known to me to be an authorized agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.

Shirley F. Farrar

Shirley F. Farrar
Notary Public for the State of Idaho
Residing at Nampa, Idaho
My commission expires 8/2/2000.



Farm Credit Services
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 MAY 11 AM 9:06

RECORDED - REQUEST OF

FEE 3.00 DEPUTY [Signature]

98044750

8815520

FLB 687A (Rev. 2-83)

FLB Loan No.

F-202708-7

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on March 29, 1988

_____ Duane M. Yamamoto and Judith Yamamoto, husband and wife; _____

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County(ies) of Ada State of Idaho

The description of real property covered by this mortgage is attached ~~below~~.

DISCHARGED

200-500 0-201-543 304 11 999
101-01 0202708-7-0
DUANE YAHAMOTO
SSN: 518-56-7473

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of \$195,000.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of February, 2003.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

To pay all debts and money secured hereby when due.

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolition of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it may elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the mortgagee in so doing, together with interest and costs, shall be immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for in the note hereby secured.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to the terms, conditions and provisions thereof applicable to Federal Land Bank loans.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The mortgagor appearing on the first page hereof as Duane M. Yamamoto is the same person as Duane Yamamoto.

Each mortgagor agrees to provide to the mortgagee annually, within 90 days of the end of each mortgagor's fiscal year, in a form prescribed by or acceptable to the mortgagee, a current balance sheet and a current income and expense statement certified by mortgagor to be complete and accurate or, at mortgagee's option, audited by an independent accountant at mortgagor's expense.

It is agreed that this Mortgage, without affecting its validity as a real estate Mortgage, is also executed and shall be construed as a Security Agreement and as a Fixtures and/or Equipment Financing Statement under the Idaho Uniform Commercial Code, granting to Mortgagee a security interest in the personal property collateral described herein and in the goods described herein which are equipment and/or fixtures or are to become fixtures. In addition to the rights and remedies provided herein, Mortgagee shall have all the rights and remedies granted by such code; and reasonable notice, when notice is requested, shall be five (5) days.

For the purpose of a Fixtures and/or Equipment Financing Statement, the debtor(s) are the Mortgagor(s), the secured party is the Mortgagee, the address of the secured party from which information concerning the security interest may be obtained is 411 Blaine Street, P.O. Box 730 Caldwell, ID 83606-0730 and the mailing address of the debtor(s) is Box 64, Kuna, ID 83634 .

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

Duane M. Yamamoto
Duane M. Yamamoto
Judith Yamamoto
Judith Yamamoto

STATE OF Idaho)
County of Canyon) ss.

On this 30 day of March, 1988, before me personally appeared Duane M. Yamamoto and Judith Yamamoto to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Marie Chiles
Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires February, 1994

Ada County, Idaho, ss.
Request of
FIRST AMERICAN TITLE CO.
TIME 3:20 P M
DATE 4-4-88
JOHN BASTIDA
RECORDER
By A. J. Bates
Deputy
12.00

PARCEL I: Government Lot 4, and the South half of the Northwest quarter, and the Southwest quarter of the Northeast quarter of Section 5, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the following described parcel:

A parcel of land situate in Government Lot 4 of Section 5, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 5, marked by a Brass Cap Monument, L.S. 972; thence North 89°47'43" East 984.54 feet, along the North line of said Section 5, as determined from the reputed North Northwest 1/16 corner --a found 1/2" I.P. set in concrete-- to a point marked by a set 1/2" I.P. and cap, L.S. 874, THE POINT OF BEGINNING; thence continuing along said line North 89°47'43" East 295.16 feet to a point marked by a set 1/2" I.P. and cap, L.S. 874; thence South 00°12'17" East 295.16 feet to a point marked by a set 5/8" I.P. and cap, L.S. 874; thence South 89°47'43" West 295.16 feet to a point marked by a set 5/8" I.P. and cap, L.S. 874; thence North 00°12'17" West 295.16 feet to THE POINT OF TRUE BEGINNING.

ALSO EXCEPT therefrom ditch and road rights-of-way.

PARCEL II:

Beginning at the section corner common to Sections 31 and 32, Township 2 North, Range 1 East, and Sections 5 and 6, Township 1 North, Range 1 East, of the Boise Meridian; thence bearing South 89°56' West, along the township line, 25 feet to a point on the right-of-way of a county road, and the right-of-way of Mora Canal, the REAL POINT OF BEGINNING; thence South 1°51' East, along the road right-of-way, 618.00 feet to a point; thence North 58°15' West 518.00 feet to a point on the South right-of-way of the Mora Canal; thence North 41°56'07" East, along the Canal right-of-way, 145.68 feet to a point; thence continuing along the Canal right-of-way North 36°03'07" East 103.92 feet to a point; thence continuing along the Canal right-of-way North 50°03'07" East 100.00 feet to a point; thence continuing along the Canal right-of-way North 66°47'37" East 104.20 feet to a point; thence along the Canal right-of-way North 61°56'37" East 102.00 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM ditch and road rights-of-way.

ALSO EXCEPT THEREFROM any portion lying within the Mora Canal.

PARCEL III:

The South half of Section 5, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT ditch and road rights-of-way.

Together with a 200 HP Halloschaft electric motor with a Layne & Bowler turbine pump; 100 HP Halloschaft electric motor with a Layne & Bowler turbine pump; 200 HP Halloschaft electric motor with a Layne & Bowler turbine pump; 125 HP GE electric motor with a Layne & Bowler turbine pump; 10 HP GE electric motor with a Layne & Bowler turbine pump; 6,600 feet of sizes 10 inch, 8 inch and 6 inch buried PVC and steel mainline; 7,500 feet of sizes 10 inch, 8 inch and 6 inch portable aluminum mainline; 2,640 feet of size 2½ inch portable aluminum handline; 9,240 feet of size 7½ inch portable wheel line, and any replacements thereof, all of which are hereby declared to be appurtenant thereto. ✓

INITIALS

By J. J.

After recording return to: Farm Credit Services

Customer/Note No. 1543 142

FULL RELEASE - Debt Discharged

For good and valuable consideration, Lender certifies as follows:

The Mortgage dated February 26, 1992 and executed by Duane M. Yamamoto and Judith Yamamoto, husband and wife, recorded on March 12, 1992, as Instrument No. 9214829, in the records of Ada County, State of Idaho.

"Loan Documents" include any note, security, or other documents of any kind and any amendments thereto, signed in connection with the note, identified by the above-listed note number.

Dated: April 28, 1998

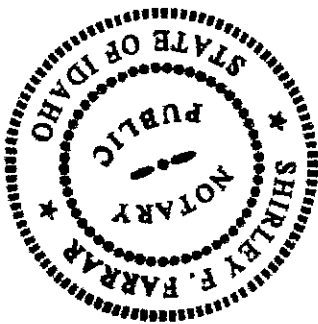
Lender: Northwest Farm Credit Services, ACA

Kip Dennis
Authorized Agent

State of Idaho)
) ss.
County of Canyon)

On April 29, 1998, before me personally appeared KIP DENNIS, known to me to be an authorized agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.

Shirley F. Farrar
Shirley F. Farrar
Notary Public for the State of Idaho
Residing at Nampa, Idaho
My commission expires 8/2/2000



Farm Credit Serv
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 MAY 11 AM 9:06

RECORDED - REQUEST OF
FEE 30 DEPUTY [Signature]
98044755

9214829

ADA COUNTY, ID. FOR FIRST AMERICAN TITLE CO.
J. DAVID NAVARRO
RECORDER BY *G. Wade*
1500

Customer/Note No. 1543

*92 MAR 12 AM 9 15

Line Of Credit Mortgage (Open End)

On February 26, 1992,

DUANE M. YAMAMOTO & JUDITH YAMAMOTO, husband and wife

hereinafter called Mortgagors, whose address is 341 Avenue A, Kuna, Idaho 83634

grant, convey, warrant, transfer and assign to NORTHWEST FARM CREDIT SERVICES, ACA

, a corporation
organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is West 601 First Avenue,
P.O. Box TAF-C5, Spokane, Washington 99220-4005, a mortgage and security interest in property in

ADA County(ies), State of IDAHO, more
particularly described in Exhibit "A" attached hereto and incorporated herein, including all rents, issues, profits, buildings and
improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances,
(including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all
plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or
hereafter belonging to or used in connection therewith), all of which is hereinafter called "Property."

The following described note(s), Membership Agreement, security documents and any other documents or instruments signed in
connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents."
"Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended
by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure
performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness
under the terms of the note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in
the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
February 26, 1992	\$974,100.00	March 1, 1993

In addition, this mortgage is intended to secure any other loans and advances made within five years from the date of this mortgage
by Mortgagee to Mortgagors or any of them, no matter how evidenced; provided however, the aggregate sum of all unpaid principal
balances of all such loans and advances secured hereby shall not, at any one time, exceed \$ 1,200,000.00,
exclusive of interest and amounts advanced to protect Mortgagee's interests hereunder and under the Loan Documents. The
continuing validity and priority of this mortgage for future loans and advances shall not be impaired by the fact that at certain times
no outstanding indebtedness to Mortgagee nor commitment from Mortgagee to make future loans exist. The terms of the note(s)
and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted,
renewed or renegotiated.

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described in Exhibit "A"; they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire and other risks; to maintain liability insurance; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.

4. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
5. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured.
6. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person); to forward copies of any notices received from any environmental agencies to Mortgagee; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
7. That neither Mortgagors nor, to the best of Mortgagors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
8. To perform all terms and conditions of each water or other contract, described in Exhibit "A", if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Mortgagee.
9. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
10. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
11. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
12. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
13. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.

14. If the indebtedness is subject to a guarantee from Farmers Home Administration, that Mortgagors shall be in default under this mortgage, the above note(s) and Loan Documents should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M; prior to loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Mortgagors must demonstrate that Mortgagors are actively applying an approved conservation plan on that land which has been determined to be highly erodible prior to 1990 or two years after the Soil Conservation Service has completed a soil survey for that land, whichever is later; and Mortgagors must demonstrate prior to January 1, 1995, that any production after that date of an agricultural commodity on highly erodible land will be done in compliance with an approved Soil Conservation Service conservation system.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That the following parties join in this instrument to perfect the lien offered as security for the loan, but assume no liability for payment of the indebtedness described in the Loan Documents except for that arising under paragraph 6 above:
19. Additional covenants, terms and conditions are contained on the following described attachments which are incorporated in this mortgage as though set out here in full:
 - _____ Timber Rider
 - _____ Montana Homestead Acknowledgment
 - _____ Other (describe):

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Duane M. Yamamoto
Duane M. Yamamoto

Judith Yamamoto
Judith Yamamoto

STATE OF IDAHO

ss.

County of Canyon

On this 28th day of February, 1992, before me personally appeared DUANE M. YAMAMOTO & JUDITH YAMAMOTO, husband and wife, known to me to be the persons described in and who executed the within instrument, and acknowledged that they executed the same as their free act and deed.

Marlene D. Colley
Notary Public for the State of Idaho
Residing at Caldwell, Idaho
My commission expires 2-21-93

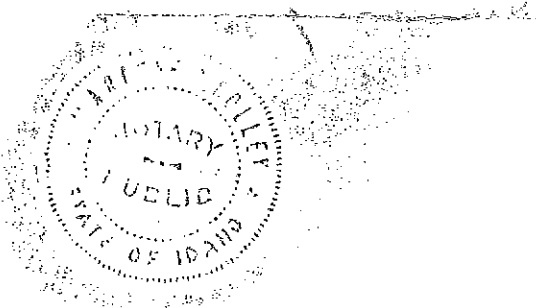


EXHIBIT "A"

PARCEL I:

Government Lot 4, and the South half of the Northwest quarter, and the Southwest quarter of the Northeast quarter of Section 5, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the following described parcel:

A parcel of land situate in Government Lot 4 of Section 5, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 5, marked by a Brass Cap Monument, L.S. 972; thence North 89°47'43" East 984.54 feet, along the North line of said Section 5, as determined from the reputed North Northwest 1/16 corner -- a found 1/2" I.P. set in concrete-- to a point marked by a set 1/2" I.P. and cap, L.S. 874, THE POINT OF BEGINNING; thence continuing along said line North 89°47'43" East 295.16 feet to a point marked by a set 1/2" I.P. and cap, L.S. 874; thence South 00°12'17" East 295.16 feet to a point marked by a set 5/8" I.P. and cap, L.S. 874; thence South 89°47'43" West 295.16 feet to a point marked by a set 5/8" I.P. and cap, L.S. 874; thence North 00°12'17" West 295.16 feet to THE POINT OF TRUE BEGINNING.

ALSO EXCEPT therefrom ditch and road rights-of-way.

PARCEL II:

Beginning at the section corner common to Sections 31 and 32, Township 2 North, Range 1 East, and Sections 5 and 6, Township 1 North, Range 1 East, of the Boise Meridian; thence bearing

South 89°56' West, along the township line, 25 feet to a point on the right-of-way of a county road, and the right-of-way of Mora Canal, the REAL POINT OF BEGINNING; thence South 1°51' East, along the road right-of-way, 618.00 feet to a point; thence North 58°15' West 518.00 feet to a point on the South right-of-way of the Mora Canal; thence North 41°56'07" East, along the Canal right-of-way, 145.68 feet to a point; thence continuing along the Canal right-of-way North 36°03'07" East 103.92 feet to a point; thence continuing along the Canal right-of-way North 50°03'07" East 100.00 feet to a point; thence continuing along the Canal right-of-way North 66°47'37" East 104.20 feet to a point; thence along the Canal right-of-way North 61°56'37" East 102.00 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM ditch and road rights-of-way.

ALSO EXCEPT THEREFROM any portion lying within the Mora Canal.

PARCEL III:

The South half of Section 5, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT ditch and road rights-of-way.

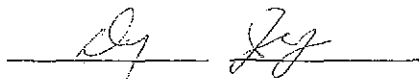


EXHIBIT "A" CONTINUED:

TOGETHER WITH:

Well #1

Holloshaft 200HP Electric Pump Motor #J1417194 and Layne and Bowler Turbine Pump #D02933

Well #2

Holloshaft 100HP Electric Pump Motor #1327442 and Layne and Bowler Turbine Pump #26509

Well #3

Holloshaft 200HP Electric Pump Motor #1326886 and Layne and Bowler Turbine Pump #44728

1 125HP General Electric Motor (booster pump) #215TCZ and Berkley Pump #7069452

1 10HP Century Electric Motor (booster pump) #215TCZ and Berkley Pump #7069452

6600 Feet of buried Steel Mainline of 10" size

7500 Feet of Aluminum Mainline 6" through 10" size

5 1/2 Mile various Wheel Lines with 6' Wheels

15 1/2 Mile 3" and 4" Hand Lines

SUBJECT TO THE FOLLOWING:

A Mortgage recorded April 16, 1987, as Instrument No. 8722424, Official Records of Ada County, Idaho.

Dated: April 6, 1987

Maturity Date: March 1, 1988

Mortgagor: Duane Yamamoto and Judy Yamamoto, husband and wife

Mortgagee: Interstate Production Credit Association
(Affects Parcels I and II)

A subordination of the mortgage referred to above by an instrument executed by Interstate Production Credit Association, as subordinator and Federal Land Bank of Spokane, as lender, recorded April 12, 1988, as Instrument No. 8816765, Official Records.

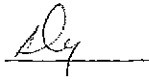
A Financing Statement for motors, pumps, and portable mainline, handline and wheel-line, between Duane M. Yamamoto and Judith Yamamoto, Debtor, and The Federal Land Bank of Spokane, Secured Party, recorded April 4, 1988, as Instrument No. 8815521, Official Records.

A Mortgage recorded April 4, 1988, as Instrument No. 8815520, Official Records.

Dated: March 29, 1988

Mortgagor: Duane M. Yamamoto and Judith Yamamoto, husband and wife

Mortgagee: The Federal Land Bank of Spokane, a corporation

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-03126
Date Received: 9/ 7/1989
Receipt No: W005672
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DUANE YAMAMOTO 208-922-5514
Address: PO BOX 64
KUNA ID 83634

OR

Name: JUDITH YAMAMOTO 208-922-5514
Address: PO BOX 64
KUNA ID 83634

OR

Name: NORTHWEST FARM CREDIT SERVICES ACA
Address: 423 BLAINE
PO BOX 310
CALDWELL ID 83606-0310

2. Date of Priority: MAR 26, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	01E	5	NW	SW			ADA
			SW	SW			ADA
			SE	SE			ADA

5. Description of diverting works:
312',350',440'DEEP, 16",14",16" CASINGS, SUB. PUMPS, SPR. & GRAV.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.170		

7. Total Quantity Appropriated is:
1.170 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	01E	5	SW	NE		IRR	7.0
			NW	NW		IRR	22.0
			SW	NW		IRR	40.0
			SE	NW		IRR	35.0
						Section Acres	104.0
						Total Acres	104.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A63-03167, A63-07286

14. Remarks:
3 WELLS ARE COMBINED INTO 1 SYSTEM
NORTHWEST FARM CREDIT ADDED PER ASSIGNMENT OF PERMIT.

15. Basis of Claim: LICENSE

Water Right Number: 27303

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

I, Duane M. Yamamoto, hereby assign to Duane M. Yamamoto and Northwest Farm Credit Services, ACA

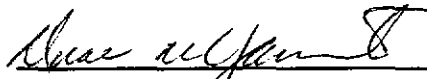
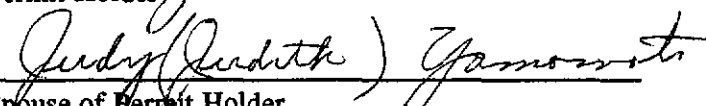
of <u>423 Blaine, P. O. Box 310</u>	<u>Caldwell</u>	<u>Idaho</u>	<u>83606-0310</u>
Address	City	State	Zip

☒ All my right, title, and interest in and to Permit No. 63-3126 to appropriate the public waters of the State of Idaho.

☐ The following described portion of my right, title, and interest in and to Permit No. to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within each 40 acre subdivision, the point of diversion and the amount of water in cubic feet per second for direct diversion, or acre feet for storage).

Made this 22 day of March, 1995.


Permit Holder

Spouse of Permit Holder

STATE OF IDAHO)
)ss.
County of Canyon)

On this 22 day of March, 1995, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

SEAL


Notary Public
Residing at Nampa, Idaho
My commission expires 8/2/2000

RECEIVED
MAY 23 1995
WATER RESOURCES
WESTERN REGION

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-03126
Date Received: 9/07/1989
Receipt No: W005672
Received By: RLH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DUANE YAMAMOTO 208-922-5514
Address: P.O. BOX 64
KUNA, ID 83634

OR
Name: JUDITH YAMAMOTO 208-922-5514
Address: P.O. BOX 64
KUNA, ID 83634

2. Date of Priority: MAR 26, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	01E	5	NW	SW			ADA
			SW	SW			ADA
			SE	SE			ADA

5. Description of diverting works:
312', 350', 440' DEEP, 16", 14", 16" CASINGS, SUB. PUMPS, SPR. & GRAV.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.170		

7. Total Quantity Appropriated is:
1.170 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A63-03126

Page 1

Date: 09/07/89

MICROFILMED

AUG 18 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01N	01E	5	SW		NE		IRR	7.0
			NW		NW		IRR	22.0
			SW		NW		IRR	40.0
			SE		NW		IRR	35.0
Section Acres								104.0
Total Acres								104.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A63-03167,A63-07286

14. Remarks:
3 WELLS ARE COMBINED INTO 1 SYSTEM

15. Basis of Claim: LICENSE
Water Right Number: 27303

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Russ G. Gammert Date: 9/7/89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of Sept 19 89 Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
Residing at Boise, Idaho
My Commission Expires December 8, 1994

Old (D) Number - 27303 + 104,000

1 - 622 OPAL ST.
2 -
3 -

State- ID Zip- 83705

+	-	-	-	-	-	-	-	-	-	+
Status										

312', 6" SUB PUMP, SPRINKLERS GRAVITY FLOWS Tributary

1
2
3
4
5
6
7
8
9
10
11
12

+
|
f
|
P
|
|
f
|
f
|
f
|
|
Volume

1.170

+

(1) ADA
(1) ADA
(1) ADA
(1) ADA

63-03167
OVERMAN
SDA7M317

104.0

01/04/00

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+

+

AUG 18 1992

Water right number - 63-03126

Adj. flag translation: Standard Water Right Number

+ + - - Decree Plaintiff - - +

+ - - - Decree Defendant - - +

+ - Decree Date - +
00/00/0000

+ - - Audit Fields -

[illegible]

Proof Due Date	-	00/00/0000
Approved/Denied	-	00/00/0000
Proof Made Date	-	00/00/0000
Start Work Date	-	00/00/0000
Order Show Cause	-	00/00/0000
Licensed Date	-	08/28/1979
Decree Date	-	00/00/0000

Field Exam Made	- 00/00/0000	Field Exam Fee	-
Protested Date	- 00/00/0000	Swan Falls	-
Hearing Date	- 00/00/0000	Temporary Right	-
Verified Date	- 05/06/1985	DLE/Carey Act	-
Receipt Number	-	Water District	-
Appl Received	- 00/00/0000	Transfer/Amended	-

MICROFILMED

AUG 18 1992

A63-07286

A63-03167

A63-03126

480

MICROFILMED

AUG 18 1992

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: July 15, 2005

Water right number: 63-3126

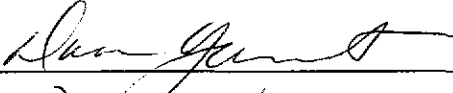
JUDITH YAMAMOTO
PO BOX 64
KUNA ID 83634
Telephone Number: (208)922-5514

DUANE YAMAMOTO
PO BOX 64
KUNA ID 83634-0064
Telephone Number: (208)922-5514

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 11/30/05

SIGNATURE: 

Please print your name: DUANE YAMAMOTO

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

05/25/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-3126

NAME AND ADDRESS: JUDITH YAMAMOTO
PO BOX 64
KUNA ID 83634

DUANE YAMAMOTO
PO BOX 64
KUNA ID 83634-0064

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.170 CFS
468.000 AFY

Use of this right with Right Nos. 63-3167 and 63-7286 is limited to a total combined annual diversion volume of 2070.0 AF.

PRIORITY DATE: 03/26/1958

POINT OF DIVERSION:

T01N R01E S5 NWSW Within ADA County
T01N R01E S5 SWSW Within ADA County
T01N R01E S5 SESE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	1.170 CFS 468.00 AFY

PLACE OF USE: IRRIGATION Within ADA County

T01N R01E S05	SWNE	7.0	T01N R01E S05	NWNW	22.0
T01N R01E S05	SWNW	40.0	T01N R01E S05	SENW	35.0

104 ACRES TOTAL

Use of this right with Right Nos. 63-3167, 63-7286 is limited to the irrigation of a combined total of 460 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

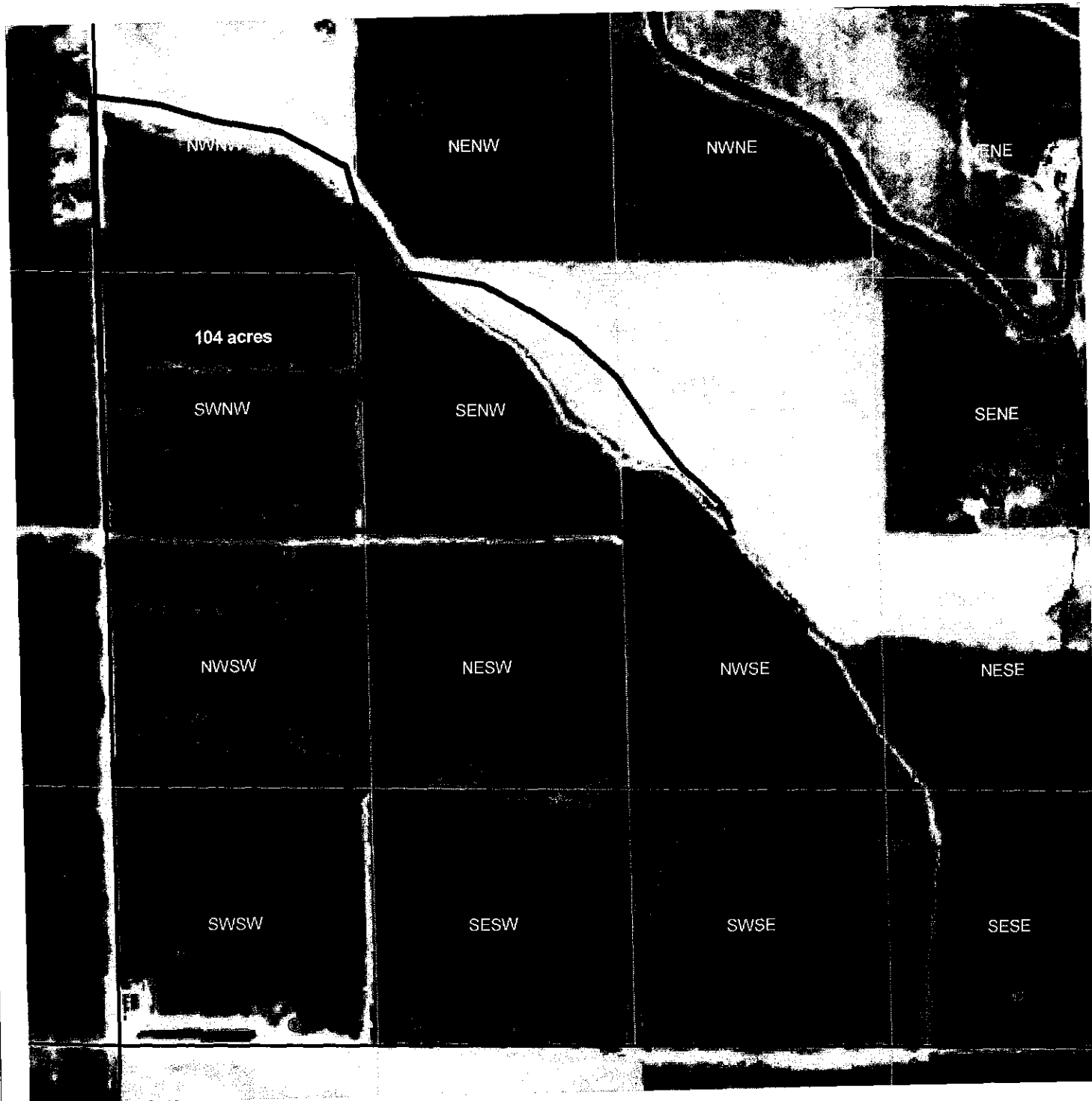
EXPLANATORY MATERIAL: License

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Idaho Department of Water Resources

63-3126

T01N R01E S5



- Point of Diversion
- ▬ Place of Use
- ▬ Sections
- ▬ Quarter Quarter



600 0 600 1200 1800 2400 Feet

IDWR

Prepared by: Sandy Egbert

Date: 5-25-05

1987 NAPP Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-3126 V1

WATER RIGHT NUMBER: 63-3126 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JUDITH YAMAMOTO PO BOX 64 KUNA, ID 83634 (208)922-5514
Original Owner	M A STICKLER 622 OPAL ST BOISE, ID 83705
Current Owner	DUANE YAMAMOTO PO BOX 64 KUNA, ID 83634-0064 (208)922-5514
Original Owner	NORTHWEST FARM CREDIT SERVICES 411 BLAINE PO BOX 730 CALDWELL, ID 83606-0730 (208)455-5500

Priority Date: 03/26/1958

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	1.170 CFS	468.00 AF
	<u>Total Diversion:</u>	1.170 CFS	468.00 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4	Sec. 5,	Twp 01N,	Rge 01E, B.M.
ADA County				
GROUND WATER	SE1/4SE1/4	Sec. 5,	Twp 01N,	Rge 01E, B.M.
ADA County				
GROUND WATER	NW1/4SW1/4	Sec. 5,	Twp 01N,	Rge 01E, B.M.
ADA County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	5			7.0			22.0	40.0	35.0									104.0

Total Acres: 104

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-3126 V1

Conditions of Approval:

1. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
2. E53 Use of this right with Right Nos. 63-3167 and 63-7286 is limited to a total combined annual diversion volume of 2070.0 AF.
3. 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.
4. E55 Use of this right with Right Nos. 63-3167, 63-7286 is limited to the irrigation of a combined total of 460 acres in a single irrigation season.

Remarks:Comments:Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Priority Date	5/25/2005 10:45:07 AM	segbert			Active
POD	5/25/2005 10:45:36 AM	segbert			Active
Source	5/25/2005 10:47:54 AM	segbert			Active
POU	5/25/2005 10:48:17 AM	segbert			Active
Use	5/25/2005 10:55:16 AM	segbert			Active
Season	5/25/2005 10:55:44 AM	segbert			Active
Quantity	5/25/2005 10:57:13 AM	segbert			Active
Summary			05/25/2005	segbert	Active

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-3126 V1

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
General	5/25/2005 10:45:07 AM	segbert	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POU	5/25/2005 10:48:17 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
POD	5/25/2005 10:47:19 AM	segbert	Updated shape
POU	5/25/2005 10:54:51 AM	segbert	Updated shape for Active POU
Quantity	5/25/2005 10:57:13 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (No) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 7. Is a flow measurement required? (Yes) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? (No) 12. Is a Quantity remark or condition required? Description for Question 10 - 4.5 x acres
Source	5/25/2005 10:47:54 AM	segbert	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
Use	5/25/2005 10:55:16 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-3126 V1

POD	5/25/2005 10:45:37 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
POD	5/25/2005 10:46:54 AM	segbert	Updated shape
POD	5/25/2005 10:47:36 AM	segbert	Updated shape
Season	5/25/2005 10:55:45 AM	segbert	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
Summary	5/25/2005 11:07:44 AM	segbert	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (Yes) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (Yes) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-3126

WATER RIGHT NUMBER: 63-3126

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JUDITH YAMAMOTO PO BOX 64 KUNA, ID 83634 (208)922-5514
Original Owner	M A STICKLER 622 OPAL ST BOISE, ID 83705
Current Owner	DUANE YAMAMOTO PO BOX 64 KUNA, ID 83634-0064 (208)922-5514
Original Owner	NORTHWEST FARM CREDIT SERVICES 411 BLAINE PO BOX 730 CALDWELL, ID 83606-0730 (208)455-5500

Priority Date: 03/26/1958 ✓

Basis: License ✓

Status: Active ✓

<u>Source</u>	<u>Tributary</u>
GROUND WATER ✓	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION ✓	3/15 to 11/15	1.170 CFS ✓	468 AFA
	<u>Total Diversion:</u>	1.170 CFS ✓	

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4	Sec. 5, Twp 01N, Rge 01E, B.M.
ADA County		
GROUND WATER	SE1/4SE1/4	Sec. 5, Twp 01N, Rge 01E, B.M.
ADA County		
GROUND WATER	NW1/4SW1/4 ✓	Sec. 5, Twp 01N, Rge 01E, B.M. ✓
ADA County		

*POD's accomplished transfer*Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01N	01E	5			7.0			22.0	40.0	35.0									104.0

Total Acres: 104

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-3126

Conditions of Approval:

1. 3 WELLS ARE COMBINED INTO 1 SYSTEM NORTHWEST FARM CREDIT ADDED PER ASSIGNMENT OF PERMIT.
2. CHANGE IN OWNERSHIP 5/19/05 LG

Remarks:Comments:Dates and Other Information:

Claim Received Date: 9/7/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION ADJUDICATION SECTION
CLAIM VERIFICATION FIELD EXAM SHEET
(Use with the ECVR)

CLAIM NO(s). 63-3126

1. No Change NAME IS SAME

NEW OWNER: _____

No Change ADDRESS _____

NEW ADDRESS: _____

2. No Change - DATE OF PRIORITY: Completed evidence submitted
Incomplete - Claimant should be asked during the exam when was water first
used and submit proof of date of priority.

Priority date, per claimant, is: NC

(If the priority date, based on your exam, seems questionable, explain below.)

3. No Change - SAME SOURCE

Source is different than that claimed:

Source found: _____

4. No Change — POINT OF DIVERSION

Point of diversion is different than the claim and/or new P/D's:

Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____
Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____

5. No Change - DESCRIPTION OF DIVERTING WORKS

Incomplete description, list below:

POD's were changed by accomplished
transfer

6. No Change - WATER USES
Different uses, (list uses found):

Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____

7. No Change - TOTAL VOLUME

Incomplete on claim, the total is, Amount _____ CFS _____ AFA

4.5 x 104 = 468

Changes found, the new total is, Amount _____ CFS _____ AFA

1,170 + 1,983.5 x 260 = 603.4

8. No Change - NON-IRRIGATION USES:

Changes Exam found:

Domestic # of homes: _____ Stock # _____ List types: _____

Additional comments: _____

9. No Change — PLACE OF USE: (If changed, list below.)

Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____

Remarks: (Comments pertinent to field examination) See additional attachment

3 wells are combined into 1 system

overlaps with 63-3167 & 63-7286

SYSTEM DIAGRAM INCLUDED

NA

Shown on GIS Layout

CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: *5-25-05*

Review
FIELD EXAMINER: _____

Print Name

Dorothy Egbert
Signature

State of Idaho

License and Certificate of Water Right

Water License No. G-27303

Amount 1.17 c.f.s.

Water District No.

Priority March 26, 1958

THIS IS TO CERTIFY that M. A. STICKLER
of Boise, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated March 26, 1958; that Permit No. G-27303
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
1.17 second feet, was issued thereunder on September 2, 1964, showing that said works
were completed on the 18th day of May, 1964; and that on the 18th
day of May, 1964,
M. A. STICKLER

of Boise, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-27303 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
13 of Licenses at page 7977, on the 2nd day of September, 1964;
The right hereby confirmed dates from March 26, 1958;

The Point of Diversion is located
in the NW 1/4 SW 1/4, Sec. 5, Tp. 1 N., R. 1 E., B. M. Ada County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 1.17 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
1 N.	1 E	5	SW 1/4 NE 1/4	40	7
			SE 1/4 NW 1/4	40	35
			NW 1/4 NW 1/4	40	22
			SW 1/4 NW 1/4	40	40
Total number of acres to be irrigated:					104

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
2nd day of September, 1964.

(SEAL)

RALPH W. THOMAS
Deputy State Reclamation Engineer.

63 3126

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

63-3126

Application No. G- 35231
 Permit No. G- 27303
 District No.

Harley M. McDowell
 P. O. Box 2161
 Boise, Idaho

1. Name of Applicant: M. A. STICKLER
 Postoffice address: ^{4007 CLINTON}
 622 Oak St., Boise County: Ada State: Idaho
2. Quantity of water claimed: 160 Miner's Inches
 - (a) Rate of withdrawal in cubic feet per second. 3.2 or Idaho
 Miners' inches or gallons per minute.
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Drilled well
4. Location of point of diversion or well is in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5
 Twp. 1 N., Rge. 1 E., B. M., County of Ada
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
 Rge. , B. M.
 - (b) Waste water or sewage effluent is to be returned to
 at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B. M.
7. Kind of works: Drilled well to be cased and equipped with turbine type pump and motor
8. Estimated cost of works: \$ 15,000
9. (a) Is reservoir to be used? No
 (b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is 5 years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
 (b) Amount of capital stock: \$ (c) Amount paid in: \$
 (d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash on hand: \$
 (b) Treasury stock: (c) Bonds to be issued:
 (d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) (cubic feet per second, inches or gallons per minute) is for new lands.

Remarks: This permit to be used in connection with the irrigation of vacant federal land now under application in the Idaho District Land Office as a desert entry. The irrigation development of this land will also serve as the beneficial use of the water.

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

M. A. Stickler

Applicant.

By

/s/ Harley M. McDowell
Agent.

Date of first receipt at Department of Reclamation: 2:30 P. M. March 26, 1958

Returned to applicant for correction:

Corrected application received:

Approval of State Reclamation Engineer

The number of this permit is G-27303

Recorded in Book 96 Page 27303 Approved April 3, 1958

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Bond in the sum of \$ to be filed on or before

Work to begin on or before and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before October 3, 1960

The whole of said work to be completed and beneficial use of water appropriated in accordance herewith, to be made on or before April 3, 1963

Witness my hand this 3rd day of April, 1958

/s/ MARK R. KULP
State Reclamation Engineer.

IN TESTIMONY WHEREOF, We, ROBERT E. SMYLLIE, Governor of the State of Idaho, and JAS. H. YOUNG, Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 3rd day of April, 1958.

Countersigned:

STATE OF IDAHO

(SEAL)

/s/ JAS. H. YOUNG

By /s/ ROBERT E. SMYLLIE

By Secretary of State.

Governor

12.

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
1 N.	1 E.	5	40				40 40 40												160
APPLICATION FOR AMENDMENT TO PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO, No. G-27303 Comes now M. A. STICKLER and represents to the State Reclamation Engineer of the State of Idaho: That he is the owner and holder of permit to appropriate the Public Waters of the State of Idaho, No. G-27303. That the point of diversion is described in said permit as being located: SE 1/4 NW 1/4, Section 5, T. 1 N., R. 1 E. B. M., Idaho. That he now requests that the points of diversion be changed to points located: SW 1/4 NE 1/4, SW 1/4 NW 1/4, NW 1/4 SW 1/4, Section 5, T. 1 N., R. 1 E., B. M., Idaho. That the reason for desiring to make such change is as follows: In developing the land and water it was found that the wells will be mentioned above and it will be necessary to drill two additional wells over the original plan. That no one will be injured by such change, and that such change will be made at Permit Holder's own risk. Signed at Boise, Idaho, this 26th day of February, 1960. s/ M. A. STICKLER Date of receipt at Department of Reclamation: March 1, 1960. APPROVAL OF STATE RECLAMATION ENGINEER I, GEO. N. CARTER, State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. G-27303. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby. s/ GEO. N. CARTER State Reclamation Engineer Recorded: March 3, 1960																			

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

WHEREAS, Permit No. G-27303, in the name of M. A. Stickler, requires proofs of completion of works and beneficial use to be made on or before April 3, 1963; and,

WHEREAS, said Permit was issued in connection with Desert Land Entry Idaho Serial #09194; and,

WHEREAS, Applicant was prevented from proceeding with construction pending allowance of said Desert Land Entry, which was not allowed until June 19, 1959;

NOW, THEREFORE, An Extension of Time is allowed for Completion of Works and Beneficial Use Proofs on Permit No. G-27303 to June 19, 1964, or the length of time applicant was prevented from proceeding pending allowance of his Desert Land Entry and a similar extension is allowed for every other act required under the terms and conditions of Permit to G-27303.

Signed at Boise, Idaho, this 8th day of February, 1963.

s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Permit No. G-27303
CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that M. A. STICKLER of Boise, County of Ada, State of Idaho, the holder of Permit No. G-27303 issued upon Application No. G-35231, bearing date of priority of March 26, 1958, authorizing the diversion of 3.2 second feet of waters of a well, County of Ada, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 1.17 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 5, T. 1 N., R. 1 E., B. M.; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:

104 acres in SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 5, T. 1 N., R. 1 E., B. M.

Witness my hand this 2nd day of September, A. D. 1964.

s/ RALPH W. THOMAS
Deputy State Reclamation Engineer

Proof of Completion of Works Made: May 18, 1964

LICENSE ISSUED FOR 4.17 SEC. FT.
LICENSE PAGE NO. 7977

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. G-27303

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

1. Name of applicant M. A. Stickler2. Source of water supply: Subterranean3. Location of point of diversion: Is in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5T. 1 N. R. 1 E. B. M. County of Ada

4. Describe works as they exist, giving dimensions and capacities of same: 220 H.P. HOLLASKEET
motor # 1326886. Layne & Bowler pump # DD 2933 10" x 250" Column
14" x 312' Casing h: 200' D.D. 28' Wall depth 312'
10" gate valve to 10" x 2600' to 8" x 1200' of aluminum sprinkler
surface mainline

5. Water is used for: irrigation6. State whether or not water has been turned into works of diversion: yes

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

SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$), S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 5., Twp. 1 N., R. 1 E. B. M.

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

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

Remarks: Mr. M. A. Stickler (owner) participated in the examination.

Measurement was made by taking pressure readings along
each lateral 10 lines 328. nozzle size 5/8"

This examination was made on the 6th day of July, 19 84(Signed) Ron Heberg Examiner.

27303

S. W. Coulson
M. A. Stickler
4402 Clinton St.,
Boise, Idaho
Permit No. G-27303

Examination for Completion of Works & Beneficial Use

County Ada Sec. 5 T. 1N R. 1E BM

Quantity: 3.2 cfs

Source: Well

P. D.: NW 1/4, 5-1N-1E

Use: Irrigation

Filed: 3-26-58

Due: 4-3-63

Extension: 6-19-64

Protest:

Completion of Works:

Other Rights: None

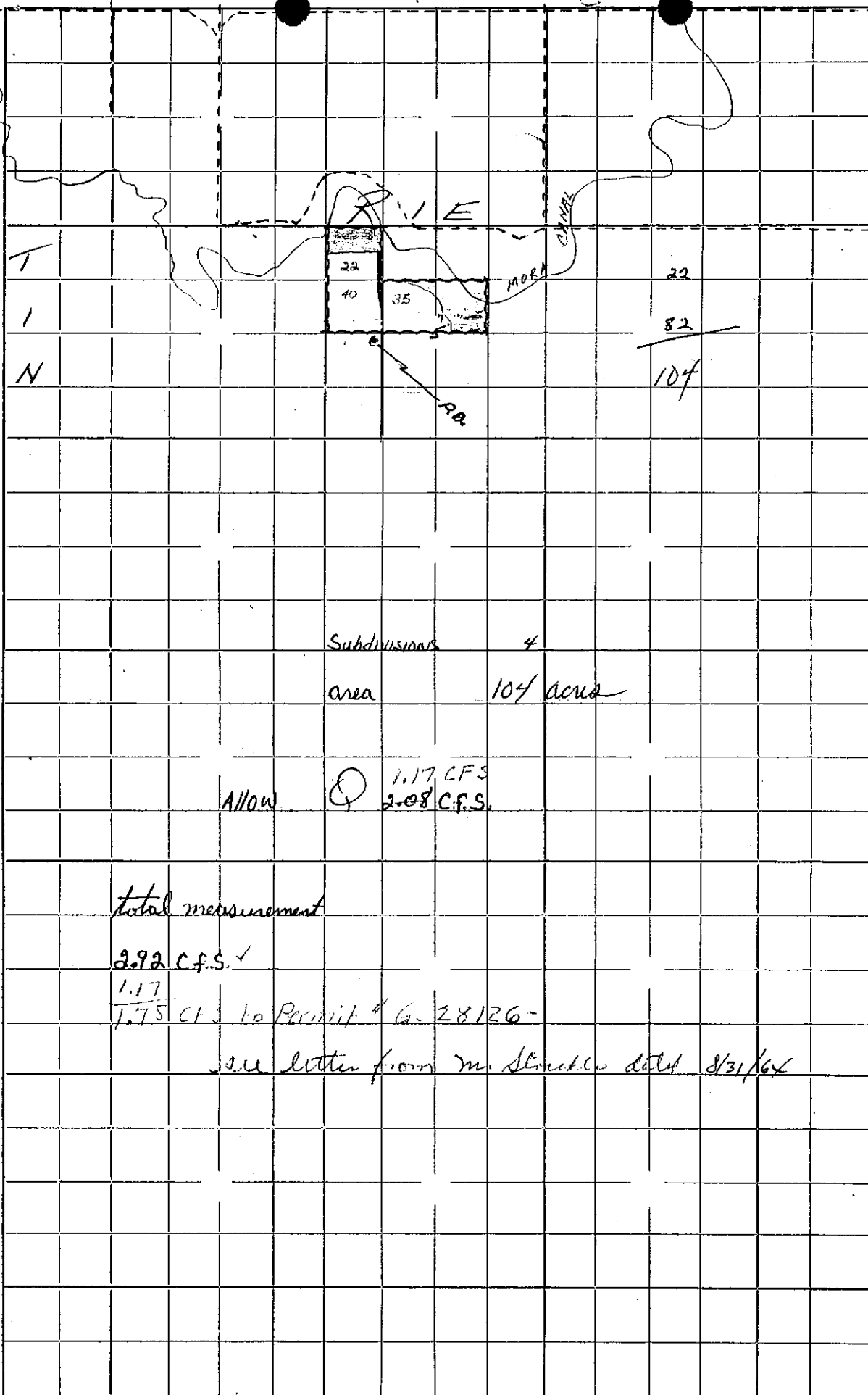
Diller-Joe Deloney

INSTRUCTIONS TO EXAMINERS

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

RECEIVED
JUL 17 1964

Department of Reclamation



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

27303

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

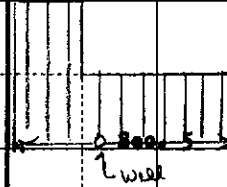
PERMIT NO. G-27303

REPORT ON PROOF OF Completion of Works & Beneficial Use

M. A. Stickler, 4402 Clinton St., Boise, Idaho

27 303

T L N - R L E., B.M.



Permit Map No. 2-27303
As Approved
MARK R. KULP
State Reclamation Engineer
APR 30 1958

WR5808NP
(OD-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

06/23/95 00:03:55
Page 1

Water Right Number - 63-03126 ✓

Prefix Translation: WATER RIGHT

Old (D) Number - 27303 ✓

+ - - - - Last Name - - - - + + - - - First Name - - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
STICKLER

M. A.

1 - 622 OPAL ST.

2 -

3 -

City- BOISE

Phone -

State- ID Zip- 83705

+ - - Priority Date - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
03/26/1958 ✓ 14 WESTERN L - LICENSE ✓

+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER ✓

+ - - - - Point of Diversion - - - - - Diversion Name - - - - - Diversion Rate - - - - - Diversion No.
Twn /Rng Sec Tract Lot Rflg County (1) ADA ✓

01N 01E ✓ 5 ✓ NW SW ✓
SWSW
SESE
Code Description Period From Period To Water Use Diversion Rate Diversion Volume
01 - IRRIGATION ✓ 3-15 11-15 1.170 ✓

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Div. Capacity - +
1.170 ✓

+ - - - - Place of Use - - - - - Description - - - - - County - - - - - +
Twn Rng Sec Tract Lot Acres Code
01N 01E ✓ 5 ✓ SW NE ✓ 7.0 ✓ 01 IRRIGATION (1) ADA
01N 01E ✓ 5 ✓ NW NW ✓ 22.0 ✓ 01 IRRIGATION (1) ADA
01N 01E ✓ 5 ✓ SW NW ✓ 40.0 ✓ 01 IRRIGATION (1) ADA
01N 01E ✓ 5 ✓ SE NW ✓ 35.0 ✓ 01 IRRIGATION (1) ADA

Total Acres: 104.0 ✓

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - Remarks found. - - - - - +
No Remarks found.

+ - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.

+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

ADJUDICATION CLAIM CHECKLIST

NOTICE OF CLAIM NO. A63-03126

NR ELEMENT	FIELD EXAM Y/N-IF NO, DO OFFICE VERIFICATION	FIELD EXAM OR IN-OFFICE VERIFICATION WHOM/DATE	CLAIM VERIFIED BY CODE (SEE BELOW)	CHANGE CLAIM Y/N	CLAIMANT CONTACT NEEDED - Y/N**	REVIEW COMPLETED WHOM/DATE	"R" RECORD
PRIORITY*	<u>N</u>						
PT. OF DIV.	<u>Y</u>						
SOURCE	<u>N</u>						
PL. OF USE	<u>N</u>						
DIV. AMOUNT CFS/AF	<u>N</u>						
CONSUMPTIVE USE	<u>Y</u>						
NATURE OF USE	<u>N</u>						
PERIOD OF USE	<u>Y</u>						
BASIS OF CLAIM	<u>N</u>						
REMARKS	<u>N</u>						

N/A *IF REQUIRED HAS EVIDENCE OF PRIORITY BEEN
SUBMITTED - YES NO

**IF CLAIMANT CONTACT IS NEEDED, COMPLETE
CLAIMANT CONTACT CHECKLIST AND ATTACH.

VERIFICATION CODES
TOPO MAP/ORTHO PHOTO = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAPP PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE COMMENTS) = 6

COMMENTS: When well were integrated into one system
Prior to exam in 1980 per 63-07286.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

May 19, 2005

Northwest Farm Credit Services
411 Blaine St
Caldwell ID 83606

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Re: Notice of Claim to a Water Right No. 63-3126, 63-3167, 63-7286

To whom it may concern;

Enclosed is a copy of the above referenced claim(s), which reflect the removal of Northwest Farm Credit Service as having a Security Interest in the land and appurtenant water rights, covered under the original filing.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

CC. Duane & Judith Yamamoto

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 19, 2005

Duane & Judith Yamamoto
PO Box 64
Kuna, ID 83634-0064

Re: Notice of Claim to a Water Right No. 63-3126, 63-3167, 63-7286

Dear Claimant(s):

Enclosed is a copy of the above referenced claim(s), which reflect the removal of Northwest Farm Credit Service as having a Security Interest in the land and appurtenant water rights, covered under the original filing.

Please note that the enclosed Notice of Claim to a Water Right is not a final determination of your water right. This claim was filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

CC. Northwest Farm Credit Services

Enclosure

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-7481

WATER RIGHT NUMBER: 63-7481

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	M RODNEY PRIEST 220 E HIGHLAND ST BOISE, ID 83706 (208)343-4429

Priority Date: 08/26/1971

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
LOGGERS CREEK	BOISE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
AESTHETIC	1/01 to 12/31	0.200 CFS	
	<u>Total Diversion:</u>	0.200 CFS	

Location of Point(s) of Diversion

LOGGERS CREEK	NW1/4SE1/4	Sec. 14, Twp 03N, Rge 02E, B.M.
ADA County		

Place of Use

AESTHETIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	02E	14															X		

Conditions of Approval:Remarks:Comments:Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-7481

Licensed Date: 9/12/1979
Decreed Date:
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 63
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:



NORTHWEST

FARM CREDIT SERVICE

411 Blaine Street
P.O. Box 730
Caldwell, Idaho 83606-0730
(208) 455-5500 / Fax (208) 455-5505
1-800-819-3312

March 5, 2004

Idaho Department of Water Resources
Western Region, Adjudication Section
2735 Airport Way
Boise, ID 83705-5082

RECEIVED
MAR 09 2004
WATER RESOURCES
WESTERN REGION

Attention: Denise Buffington, Office Specialist 1

RE: SRBA
Water Right No. 63-3126, 63-3167 & 63-7286

Dear Denise: *DB*

As requested in your letter dated February 20, 2004, enclosed is the completed Notice of Change of Water Right Ownership form. The correction being made to these water rights does not coincide directly with the format of this form, however, we will attempt to satisfy your requirements with a combination of the completed form, attached documentation and the content of this letter. The following documents are included:

- Completed Notice of Change of Water Right Ownership form
- Copy of Federal Land Bank Of Spokane mortgage dated March 29, 1988, Instrument # 8815520, with legal description attached; together with Full Release – Debt Discharged of this mortgage, dated April 28, 1998, Instrument # 98044750.
- Copy of NWFCS Line of Credit Mortgage, dated February 26, 1992, Instrument # 924829, with legal description attached; together with Full Release – Debt Discharged of this mortgage, dated April 28, 1998, Instrument # 98044755.
- Plat of property

Northwest Farm Credit Services (NWFCS) interest in these water rights arises from our security interest (mortgages) taken on the property described under these water rights. As documented in the attachments above, the mortgage interests were satisfied and the mortgages were released. The purpose of this letter and attached documentation is to eliminate any and all interests of NWFCS in said water rights. Please adjust your records accordingly.

Sincerely,

Rod Endow, Branch Manager / VP
Northwest Farm Credit Services – Caldwell

Cc; Duane and Judith Yamamoto – cover letter only



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 20, 2004

NORTHWEST FARM CREDIT SERVICES
PO BOX 730
CALDWELL ID 83606

RE: Snake River Basin Adjudication (SRBA)
Water Right No. 63-3126, 63-3167 & 63-7286

Dear Property Owner(s):

Thank you for advising the Department of the necessary name changes for property with the water rights referenced above. Enclosed is a profile report for each water right, for your review.

As we discussed, before we can modify our records, we need to have the enclosed Notice of Change of Water Right Ownership form completed. Please follow the instructions attached to the form and return to this office with all of the required information.

If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region

DB: db

Enclosures



Farm Credit Services

May 15, 1995

RECEIVED

MAY 16 1995

Department of Water Resources

WA CSJ.
AJ _____

423 Blaine Street
P.O. Box 310
Caldwell, Idaho 83606-0310
208/459-4677 888-7369 (Meridian No.)
800/244-4127 (in state only)
FAX 208/459-4663

IDAHO DEPARTMENT OF WATER RESOURCES
1301 N ORCHARD
BOISE ID 83706

RECEIVED

MAY 23 1995

WATER RESOURCES
WESTERN REGION

RE: Duane Yamamoto

Enclosed are the following Assignment of Permits:

- 1) Permit No. 63-~~7826~~
- 2) Permit No. 63-3167
- 3) Permit No. 63-3126

Northwest Farm Credit Services, ACA has a security interest in these permits and request that copies of all notices and correspondence be sent to our office at the address listed above.

Please call me if you have any questions.

Sincerely,

FARM CREDIT SERVICES
Caldwell Credit

SHIRLEY FARRAR
Customer Service Representative