

RECEIVED

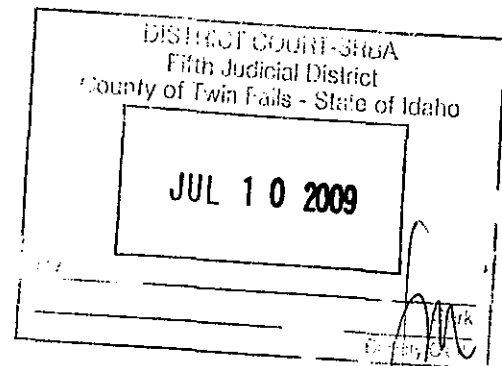
JUL 07 2009

WATER RESOURCES
WESTERN REGION

6/22/09

To:
State of Idaho
Department of Water Resources
Western Region, 2735 Airport Way
Boise, ID 83705-5082

From:
Jon K Weilmunster
27207 Boise River Rd
Parma, ID 83660
Claim #63-4938



Attn: Diana

On May 31st, of 2000 I bought a farm from the Reynolds Family Trust. They carried the note on the property until April 2nd, 2002 which is when I refinanced the property. Up until this time they had control of the water rights.

On July 20th, 2008 I received a letter from Department of Water Resources asking me for a change in ownership.

I gathered the information and sent it into the Department of water Resources along with a check for \$25.00 with the change of ownership of water rights, copy of warranty deed, legal description, a map showing the area and a copy of my mortgage payoff. (I am including copies.)

On or about March 24th, 2009 I received an "Order of partial decree" for water right #63-04938. I thought everything was all ok, until I closely examined the document. It showed that my water right for stock water from Jan 1st, 2009 to December 31st, 2009 for a diversion rate of .030 CFS. What it left out was my water right for irrigation water from March 15th, 2009 to November 15, 2009 for .80 CFS.

I am asking the Partial decree be set aside until this water right issue can be properly amended.

I have enclosed a copy of the water rights the way it was. If there are any questions please feel free to call me at 208-880-0862 or by mail.

Thank-you

Jon K Weilmunster
Claim #63-4938



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2190
WATER RESOURCES
WESTERN REGION

RECEIVED

JUL 07 2009

JAMES E. RISCH
Governor

KARL J. DREHER
Director

July 20, 2006

JON WEILMUNSTER
27207 BOISE R RD
PARMA ID 83660-6939

~~BOB HICKS~~
~~28264 SHELTON RD~~
~~PARMA ID 83660~~

RE: NOTICE OF CLAIM NO: A63-4938

Dear Land Owner:

We are currently preparing the Notice of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Enclosed is a computer printout of the claim for your reference. Our research indicates there may have been a change in the ownership for the above claim. Idaho Department of Water Resources (IDWR) records currently show the following name and address as the owner of the claim listed above:

REYNOLDS FAMILY TRUST
887 STRIKE WAY
KUNA ID 83634

The Idaho statutes require that (IDWR) be informed of a change in water right ownership within 120 days of the property transaction. If you purchased the property referenced in this letter, please fill out the change in ownership form and send it with the required documentation to my attention at 2735 Airport Way, Boise ID 83705. If no response is received from you, all further legal notices concerning the claim will be sent to the name and address of the original claimant shown above. Please call me at (208) 334-2190 if you have questions.

Sincerely,

Lori Graves
Sr. Water Resource Agent

Enclosures

COPIES COPYs

Security enhanced document. See back for details.

**WEILMUNSTER FARMS
JON K. WEILMUNSTER**

27207 BOISE RIVER RD 722-5375
PARMA, ID 83660

1542

DATE 12/19/06

31-5/1240
418

PAY
TO THE
ORDER OF

Idaho Department of Water Resources \$25.00

Twenty five dollars

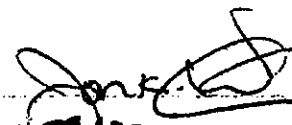
DOLLARS  Security features
are included.
Check or back.

ZIONS BANK

Zions First National Bank
Wilder Office 315 A Avenue
Wilder, Idaho 83676
www.zionsbank.com

FOR

Filing Fee



MP

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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
	A63-4938				

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

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

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

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

OR

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

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

Reynolds Family Trust
887 Strike Way Kuna, Idaho 83634

4. New Owner/Claimant(s)

Jon & Mary Weimonsen
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

27207 BOWE RIVER RD

City, State and ZIP Code

PARMA, IDAHO 83660

New Telephone Number

(208) 722-5375 or 208-880-0862

5. Date you acquired the property

MAY 31ST 2000

6.

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

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

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

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

[Handwritten Signature]
[Handwritten 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 _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Copy
INSTRUMENT NO. 2000/9080

PC33724

WARRANTY DEED

FOR VALUE RECEIVED Joan Carpender, Bert Reynolds and Michael Reynolds, sucessor trustees of the Lyman and ~~Gertrude~~ Reynolds Family Trust Gertrude

K.

the Grantors, do hereby grant, bargain, sell and convey unto Jon/Weilmunster and Mary Lou Weilmunster, husband and wife

the Grantees, whose address is 27207 Boise River Rd, Parma, Id 83660

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part hereof and is comprised of one (2) pages.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2000 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: May 9, 2000.

Joan R. Carpender
Joan Carpender, Successor Trustee

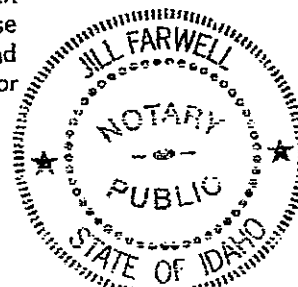
Bert Reynolds
Bert Reynolds, Successor Trustee

Michael Reynolds
Michael Reynolds, Successor Trustee

STATE OF IDAHO
COUNTY OF CANYON

On this 20 day of May in the year 2000, before me, a Notary Public, in and for the said State, personally appeared Joan Carpender, Bert Reynolds and Michael Reynolds, known to me to be the person whose name is subscribed to the within instrument as Successor Trustees and acknowledged to me that they executed the same as such Successor Trustees.

Jill Farwell
Notary Public
Residing at Caldwell
My commission expires 6/22/01



PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

610 SOUTH KIMBALL
CALDWELL, ID 83605

PC 33724

Exhibit "A"

PARCEL I

A part of the Southeast Quarter of the Southeast Quarter, Section 10, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter of the Southeast Quarter (East 1/16 corner common to Sections 10 and 15); thence

East 29.24 feet along the South boundary of said Southeast Quarter of the Southeast Quarter to the POINT OF BEGINNING; thence continuing

East 129.82 feet along the South boundary of said Southeast Quarter of the Southeast Quarter to a point which is 1,172.00 feet West of the Southeast corner of said Section 10; thence

North 1,225.00 feet; thence

South 56° 54.00 feet West 154.97 feet along the centerline of a drain; thence

South 1,140.37 feet to the POINT OF BEGINNING.

SUBJECT TO a road right-of-way along the South 25 feet and a drain right-of-way on the North.

PARCEL II

That part of the Southeast Quarter of the Southeast Quarter, Section 10, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, particularly described as follows, to-wit:

BEGINNING at the Southeast corner of Section 10, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, and running thence

West 1,172 feet along the South line of said Section 10, aforesaid; thence

North 1,225 feet, at a right angle to the South line of said Section 10, aforesaid, to a point in the centerline of a certain drain ditch; thence

North 44° 20' East 146 feet, to a point in the North line of the Southeast Quarter of the Southeast Quarter of said Section 10, aforesaid, thence

East along the said North line of said Southeast Quarter of the Southeast Quarter 1,070 feet, more or less, to the Northeast Corner of the said Southeast Quarter of the Southeast Quarter; thence

South along the East line of the said Southeast Quarter of the Southeast Quarter, a distance of 1,330.9 feet, more or less, to the POINT OF BEGINNING.

(continued)

copy

PARCEL III

In Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho;
Section 11, the West Half of the Southwest Quarter,

EXCEPTING THEREFROM, the East Half of the East Half, of the Southwest
Quarter of the Southwest Quarter of said Section 11.

FURTHER EXCEPTING THEREFROM, a parcel of land described as follows, to-
wit:

COMMENCING at the Southwest corner of the Southwest Quarter of the
Southwest Quarter of Section 11, Township 5 North, Range 5 West, Boise
Meridian, Canyon County, Idaho, running thence

North 325 feet, thence

East 670 feet, thence

South 325 feet, thence

West 670 feet to the POINT AND PLACE OF BEGINNING.

FURTHER EXCEPTING THEREFROM, a parcel of land described as follows, to-
wit:

COMMENCING at the Southwest corner of the Southwest Quarter of the
Southwest Quarter of said Section 11; thence

South 89° 54' 00" East along said section line, a distance of 670
feet to the TRUE POINT OF BEGINNING; thence

North 0° 05' 00" East, a distance of 391.90 feet to a point on the
centerline of the Parma Drain; thence

North 64° 25' 36" East along said centerline, a distance of 200.76
feet; thence

North 32° 45' 24" East along said centerline, a distance of 253.25
feet; thence leaving said centerline

South 0° 10' 18" West, a distance of 692.18 feet to a point on the
South boundary of said Southwest Quarter of the Southwest Quarter;
thence

North 89° 54' 00" West along the South boundary of said Southwest
Quarter of the Southwest Quarter a distance of 320.56 feet to the TRUE
POINT OF BEGINNING.

00 MAY 31 PM 3 44
C. NOEL HALES
CANYON COUNTY RECORDER
BY *[Signature]*
REQUEST PIONEER - CALDWELL
TYPE *Book Fee 9.00*

RECORDED

200019080

P. 1
ML

MORTGAGE

THIS INDENTURE, Made this 30 day of May, 2000, between JON K. WEILMUNSTER and MARY L. WEILMUNSTER, husband and wife, of 27207 Boise River Road, Parma, Idaho 83660, the party of the first part, and LYMAN and GERTRUDE REYNOLDS FAMILY TRUST, with JOAN CARPENDER, BERT REYNOLDS and MICHAEL REYNOLDS, Surviving Trustees, of 5000 South Cloverdale Road, Boise, Idaho, 83709, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Two Hundred Twenty-five Thousand Dollars (\$225,000.00) of the United States of America, to party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does grant, bargain, sell and convey, unto the said party of the second part, and to party of the second part's heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the County of Canyon and State of Idaho, and particularly described as follows:

See Exhibit A, attached hereto and made a part hereof by reference.

TOGETHER With all water, water rights, ditches and rights of way for ditches appurtenant thereto, evidenced by Forty-Seven (47) shares of stock in FARMERS CO-OPERATIVE DITCH COMPANY and Idaho Department of Water Resources License # 3561 and Snake River Basin Adjudication Claim # a63-04938.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS GRANT Is intended as a mortgage to secure the payment of that certain promissory note of even date herewith, executed and delivered by the said party of the first part to the said party of the second part, the contents of which note are in the words and figures following, to wit:

See Exhibit B, attached hereto and made a part hereof by reference

And these presents shall be void if such payment be made. But in case default shall be made in the payments of said principal sum of money, or any part thereof, as provided in said note, or if the interest be not paid as herein specified, then and from thenceforth it shall be optional with the said party of the second part, party of the second part's executors, administrators, or assigns to consider the whole of said principal sum

expressed in said note and declare same as immediately due and payable, although the time expressed in said note for the payment thereof shall not have arrived; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same and all benefit and equity and redemption of the said party of the first part, party of the first part's heirs, executors, administrators or assigns, according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said promissory note, together with the costs and charges of foreclosure suit, including counsel fees and also the amounts of all such payments of taxes, assessments, incumbrances, or insurance as may have been made by said party of the second part, party of the second part's heirs, executors, administrators or assigns, by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, rendering the over-plus of the purchase money (if any there shall be) unto the said party of the first part, party of the first part's heirs, executors, administrators or assigns. And the said party of the first part does hereby further covenant, promise and agree, to and with the said party of the second part, to pay and discharge, at maturity, all such taxes and assessments, liens, or other incumbrances now subsisting, or hereafter to be laid or imposed upon said premises or which may be in effect a prior charge thereon to these presents, during the continuance hereof, and in default thereof, the said party of the second part may pay and discharge the same, and may, at party of the second part's option, keep fully insured against all risks by fire and casualty the buildings which are now or may be hereafter erected thereon, at the expense of the said party of the first part and the sums so paid shall bear interest at the rate of Seven and Three Quarters per cent (.0775) per annum until paid, and shall be considered as secured by these presents and be a lien upon said premises, and shall be deducted from the proceeds of the sale thereof, above mentioned, with interest as provided.

The party of the first part agrees, after having obtained possession of the property described herein, that party of the first part shall thereafter keep the same insured from loss by fire or other casualty to the extent of the full insurable value thereof and the policy or policies shall contain conditional riders in favor of the party of the second part as party of the second part's interest may appear from time to time; the party of the first part shall provide a copy of Certificate of Insurance to the party of the second part in compliance with this paragraph within fifteen (15) days after the date hereof, which certificate will verify that the party of the first part has obtained the coverage required, and which will verify that the party of the second part will be provided with thirty (30) days notice prior to cancellation of an such coverage.

IN WITNESS WHEREOF, The said party of the first part has hereunto set party of the first part's hand and seal the day and year first above written.

JON K. WEILMUNSTER

MARY L. WEILMUNSTER

Party of the First Part

STATE OF IDAHO

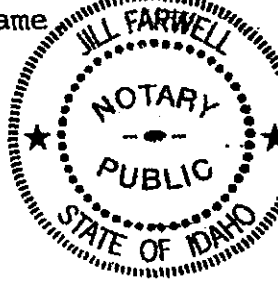
)

: SS.

County of Canyon

)

On the 30th day of May, 2000, before me, a notary public for said state, personally appeared before me, JON K. WEILMUNSTER and MARK L. WEILMUNSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, who acknowledged to me that they executed the same.



Notary Public for Idaho

Residing at:

My commission expires:



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-4938

WATER RIGHT NUMBER: 63-4938

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LYMAN S REYNOLDS RT 1 BOX 1025 PARMA, ID 83660
Current Owner	REYNOLDS FAMILY TRUST 887 STRIKE WAY KUNA, ID 83634 (208)922-3347

Priority Date: 03/30/1948
 Basis: Statutory Claim
 Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED DRAIN	BOISE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	1/01 to 12/31	0.030 CFS	
IRRIGATION	3/15 to 11/15	0.800 CFS	
<u>Total Diversion:</u>		0.830 CFS	

Location of Point(s) of Diversion

UNNAMED DRAIN NW1/4SW1/4 Sec. 11, Twp 05N, Rge 05W, B.M.
 CANYON 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	
05N	05W	11																	40.0
																	40.0		

Total Acres: 40

STOCKWATER same as IRRIGATIONConditions of Approval:

Claim Received Date: 5/11/1998

Copy
LT 3800
INSTRUMENT NO. 200214088

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That LYMAN and GERTRUDE REYNOLDS FAMILY TRUST, with JOAN CARPENDER, BERT REYNOLDS and MICHAEL REYNOLDS, Surviving Trustees, do hereby certify and declare that a certain mortgage, dated May 30, 2000, made and executed by JON K. WEILMUNSTER and MARY L. WEILMUNSTER, husband and wife of 27207 Boise River Road, Parma, Idaho 83660, the party of the first part therein, to LYMAN and GERTRUDE REYNOLDS FAMILY TRUST, with JOAN CARPENDER, BERT REYNOLDS and MICHAEL REYNOLDS, Surviving Trustees, of 28264 Sheldon Road, Parma, ID the party of the second part therein recorded in the office of the County Recorder of the County of Canyon, State of Idaho, as Instrument number 200019031, on May 31, 2000 together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF the Surviving Trustee of the LYMAN and GERTRUDE REYNOLDS FAMILY TRUST, JOAN CARPENDER, BERT REYNOLDS and MICHAEL REYNOLDS, have set their hands and seals this 30th day of May, 2000.

TRUSTEES OF THE LYMAN and
GERTRUDE REYNOLDS FAMILY TRUST,

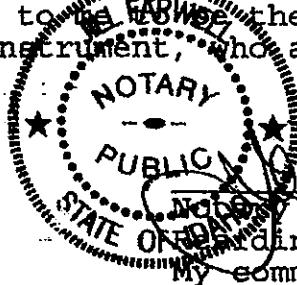
Joan R. Carpende
JOAN CARPENDER

Bert Reynolds
BERT REYNOLDS
Michael Reynolds
MICHAEL REYNOLDS

200214088
RECORDED
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G NOEL HALES
CANYON CNTY RECORDER
BY CTHOMAS
PIONEER - CALDWELL
SOFT FEE \$6.00
WTD
Pdt

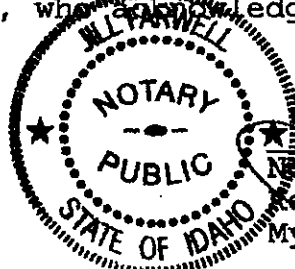
STATE OF IDAHO)
 : ss.
County of Canyon)

On the 30th day of May, 2000, before me, a notary public for said state, personally appeared before me, JOAN CARPENDER, Trustee of the LYMAN and GERTRUDE REYNOLDS FAMILY TRUST, known or identified to me to be the person whose name is subscribed to the within instrument, who acknowledged to me that she executed the same.


Notary Public for Idaho
Residing at: Caldwell
My commission expires: 6-22-01

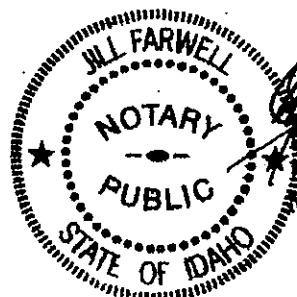
STATE OF IDAHO)
 : ss.
County of Canyon)

On the 30th day of May, 2000, before me, a notary public for said state, personally appeared before me, BERT REYNOLDS, Trustee of the LYMAN and GERTRUDE FAMILY TRUST, known or identified to me to be the person whose name is subscribed to the within instrument, who acknowledged to me that he executed the same.


Notary Public for Idaho
Residing at: Caldwell
My commission expires: 6-22-01

STATE OF IDAHO)
 : ss.
County of Canyon)

On the 30th day of May, 2000, before me, a notary public for said state, personally appeared before me, MICHAEL REYNOLDS, Trustee of the LYMAN and GERTRUDE FAMILY TRUST, known or identified to me to be the person whose name is subscribed to the within instrument, who acknowledged to me that he executed the same.


Notary Public for Idaho
Residing at: Caldwell
My commission expires: 6-22-01