

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: **A63-07778B**
Date Received: 12/28/1989
Receipt No: X777777
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: SKY RANCH INC
Address: 3305 AIRPORT RD
NAMPA ID

83687

2. Date of Priority: APR 19, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	03W	14	NE	SE			CANYON

5. Description of diverting works:
WELL & TURBINE PUMP DISCHARGES INTO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.010		355.50

7. Total Quantity Appropriated is:
1.010 C.F.S. (and/or) 355.50 A.F.A.

8. Total consumptive use is 276.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	03W	14	NE	SE		IRR	39.0
			NW	SE		IRR	40.0
Section Acres							79.0

10. Place of Use: Continued

Total Acres 79.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS RESULT OF SPLITTING CLAIM A63-07778 PER TRANSFER 4645 APPROVED 10/2/1995 (MTS 10/13/1995)
SEE ALSO ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER NO 4645 IN FILE.
AFTER SPECIFIC NOTIFICATION BY THE DEPARTMENT, THE RIGHT HOLDER SHALL INSTALL A SUITABLE MEASURING DEVICE OR SHALL ENTER INTO AN AGREEMENT WITH THE DEPARTMENT TO DETERMINE THE AMOUNT OF WATER DIVERTED FROM POWER RECORDS AND SHALL ANNUALLY REPORT THE INFORMATION TO THE DEPARTMENT.
TWO POINTS OF DIVERSION ARE LOCATED WITHIN NESE,S14, T02N, R03W WITHIN LOTS 5 & 28, BLK 1, SKY RANCH ESTATES.
PLACE OF USE IS LOCATED WITHIN LOTS 1-28, BLK 1; AND LOTS 1-9, BLK 2, SKY RANCH ESTATES.
AMENDED PER TRANSFER 5664 APPROVED 4/3/2000. SEE APPROVED TRANSFER 5664 FOR ADDITIONAL CONDITIONS OF APPROVAL.

15. Basis of Claim: LICENSE

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 _____ 20 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5664
WATER RIGHT NO. [REDACTED]

This is to certify that: **SKY RANCH INC**
3305 AIRPORT RD
NAMPA ID 83687

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	1.01 CFS	355.5 AF

SOURCE

GROUNDWATER

Priority: 04/19/1973

LOCATION OF POINT(S) OF DIVERSION: NESE , Sec. 14, Township 02N, Range 03W
CANYON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N	03W	14	NESE 39	NWSE 40		79
Total number of acres irrigated:						79

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
3. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

MICROFILMED

APR 28 2000

TRANSFER NO. 5664
WATER RIGHT NO. 63-07778B

CONDITIONS OF APPROVAL AND REMARKS

6. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
7. The total instantaneous diversion of water from all points of diversion under Transfer 5664 shall not exceed 1.01 cfs, nor total combined annual volume of 355.5 af.
8. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
9. Two points of diversion are located within NESE, S14, T02N, R03W within Lots 5 & 28, Blk. 1, Sky Ranch Estates.
10. Place of use is located within Lots 1-28, Blk. 1; and Lots 1-9, Blk. 2; Sky Ranch Estates.

Dated this 3rd day of

April, 2000

J. Glen Saxton
Chief, Water Allocation Bureau

MICROFILMED

APR 28 2000

RECEIVED

APPLICATION FOR TRANSFER OF WATER RIGHT

MAR 29 2000

PART 1

Department of Water Resources
Name of applicant James Schellhorn + Ray Blue Phone 466-5755
Post Office address 3305 Airport Rd Nampa Id 83687

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes This is a Subdivision with 2 wells
We are adding the second well as backup because
it is incorporated into system

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|-----------------|----------|-----------------------|------------------|----------------|
| 6303778B | 7/19/13 | 1.00/355.5 | irrigation | 3/15/ to 11/15 |
| | | | | to |
| | | | | to |
| | | | | to |
2. Total amount of water being transferred _____ cubic feet per second and/or _____ acre-feet per annum
3. Source of water _____ tributary to _____
4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use: No Change

[illegible]

Total acres _____

PART 1

6. General Information:

a. Description of diversion system 2 wells connected to supply
32 Lot Subdiv. of 79 Acres of irrigation

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? gn Yes ✓ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

Place of use will Not be Changed

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

MICROFILMED
 APR 28 2000

Witness my hand this _____ day of _____, 19____.

3-22-
 00
 AM

WR5809NP
No. 63-07778B

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 02/02/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JAMES SCHELHORN	04/19/1973	IRRIGATION	03/15 11/15	1.010 CFS	355.50 AFA
C	RAY BLUE					
	3305 AIRPORT RD			TOTAL DIVERSION:	1.010 CFS	355.50 AFA
	NAMPA ID 83687					
	(208) 466-5753					

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T02N R03W S14 NESE CANYON County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	:
02N	03W	14	:					:				:	39	40		: 79.0
															TOTAL ACRES	79.0

Pou County: CANYON

Conditions of Approval:

- 046 - Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- R32 - This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
- 01M - After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
- T07 - The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
- T08 - Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T09 - Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

Dates: App. Received: Priority Date: 04/19/1973
Proof Due Date: 05/01/1983 Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date: 03/12/1984

Misc: Water District Number: Field Exam Fee:

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APR 28 2000

IR5809NP
io. 63-077788

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT.

DATE: 02/02/00
PAGE: 2

Comments: Date: 06/27/1995 User-ID: SLESTER Subject: TRANSFER NO. 4645
Transfer application records new ownership of north 80 acres and
proposes a new well in NESE S.14 to serve these 80 acres to be
identified under 63-077788.

Audit: 06/27/95 SLESTER 06/27/95 SLESTER 08/22/95 SCURTIS 08/28/95 PSKAGGS

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APR 28 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

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APR 28 2000

Total acres _____

9. Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

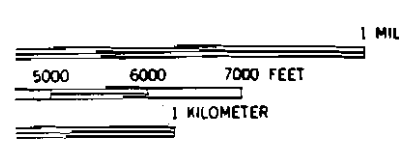
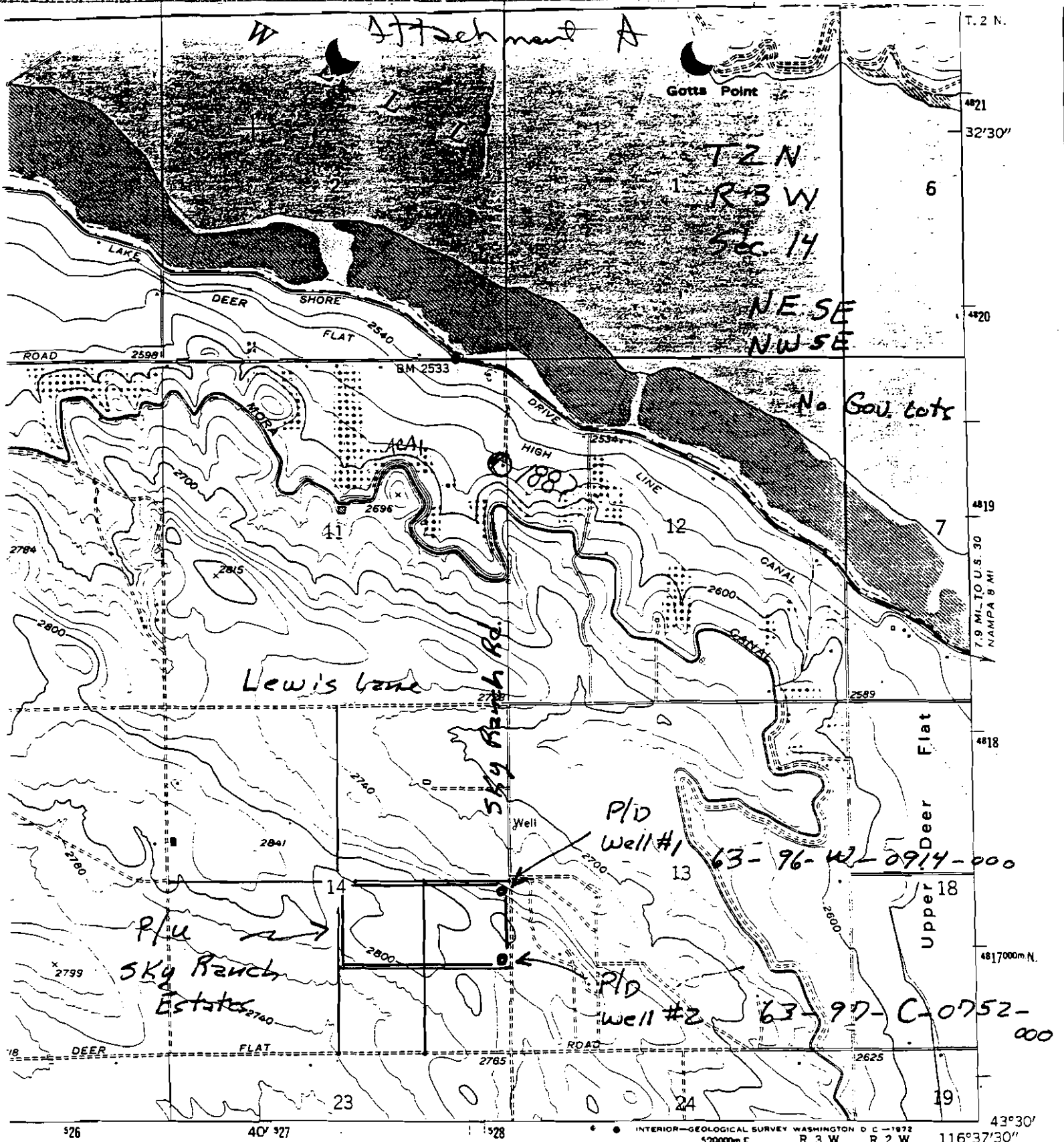
Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

MOFC
APR 28 2009



IRRIGATED BY

63-07788 ROAD CLASSIFICATION
Heavy-duty _____ Light-duty _____
Medium-duty _____ Unimproved dirt _____

TOURS
4 Permits
MICROFILMED
APR 28 2000



INHOUSE

U.S. Route State Route

63-12374, 63-12381, 63-12382

63-12383 LAKE LOWELL, IDAHO
N4330-W11637.5/7.5

63-12374, 63-12381, 63-12382, 63-12383

Page 5 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

See Attachment A+B

MIC-RC
APR 28 2000

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				_____ to _____
				_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Jim Shelton Ray B. B...
 (Signature of Applicant)

Subscribed and sworn to before me this 2nd day of FEB, 2000.

Ron Howerton

(Notary Public)

Ron Howerton
 Residing at Boise, Idaho

My commission expires December 8, 2000

FOR DEPARTMENT USE ONLYTransfer contains 6 pages and 3 attachmentsReceived by DAN Date 2-2-2000 Protest filed by _____Prelim. check by _____ Fee \$100.00 W026098Receipted by DAN Date 2-2-2000

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

MICROFILMED
 APR 28 2000

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA

REQUEST ALLIANCE - NAMP
TYPE Deed RE 301NAMP CNV RECORDER
Nancy J. Kern

REC'D

86 DEC 6 PM 4 25

RECORDED

9639944

WARRANTY DEED

FOR VALUE RECEIVED JAMES F. SCHELHORN and DOROTHEA SCHELHORN, husband & wife, and RAY BLUE and BETTY BLUE, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto SKY RANCH, INC., an Idaho Corporation

GRANTEE(S), whose current address is: 3305 Airport Rd., Nampa, Id 83687
the following described real property in Canyon County, State of Idaho, more particularly described as follows, to wit:

Lots 1 through 28 in Block 1, and lots 1 through 9 in Block 2, and Lot 1 in Block 3 of SKY RANCH ESTATES, according to the Official Plat thereof, filed in Book 23 of Plats at Page 42, records of Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: November 25, 1996

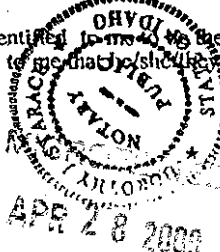
James F. Schelhorn
James F. Schelhorn
Ray Blue
Ray Blue

Dorothea Schelhorn
Dorothea Schelhorn
Betty Blue
Betty Blue

STATE OF Idaho)
COUNTY OF Canyon)

On this 25th day of November, in the year of 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Schelhorn, Dorothea Schelhorn, Ray Blue & Betty Blue

known or identified to me as the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Signature: Dorothy J. Starace
Name: Dorothy J. Starace
(type or print)
Residing at: Boise, Idaho
My Commission Expires: 01/27/97

Attachment
C1

COPY

WARRANTY DEED

FOR VALUE RECEIVED V & M TRUST and WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYER, husband and wife

the Grantor, do hereby grant, bargain, sell and convey unto ^{928.} JAMES F. SCHELHORN and ^{DOROTHEA} ~~BERNICE~~ SCHELHORN, husband and wife and ^{C. B.} RAY BLUE and ^{B. B.} BETTY BLUE, husband and wife

The Grantees, whose address is 447 S. OREGON, CALDWELL, ID 83605

the following described premises, to-wit:

The South One-Half of the Northwest Quarter of the Southeast Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife are joining in this conveyance to confirm the conveyance by V & M TRUST to the grantees herein.

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 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 1994 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: July 19, 1994

V & M TRUST

BY: Kendal F. Egbert - Trustee
KENDAL F. EGBERT - TRUSTEE

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS

Confirmed by
Wilford Nolan Victor
WILFORD NOLAN VICTOR

Ruby C. Victor
RUBY C. VICTOR

PIONEER TITLE COMPANY
MICROFILMED
OF CANYON COUNTY

100 18TH AVE SOUTH
NAMPA, IDAHO 83651

APR 28 2000

423 SOUTH KIMBALL
CALDWELL, ID 83605

Attachment C.2

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF TRANSFER NO. 4645)
)
OF WATER RIGHT NO. 63-07778B IN THE)
)
NAME OF JAMES SCHELHORN & RAY BLUE.)
_____)

ORDER GRANTING
EXTENSION OF TIME TO
COMPLETE TRANSFER

On October 2, 1995, the Department approved the above referenced Application for Transfer with a condition that:

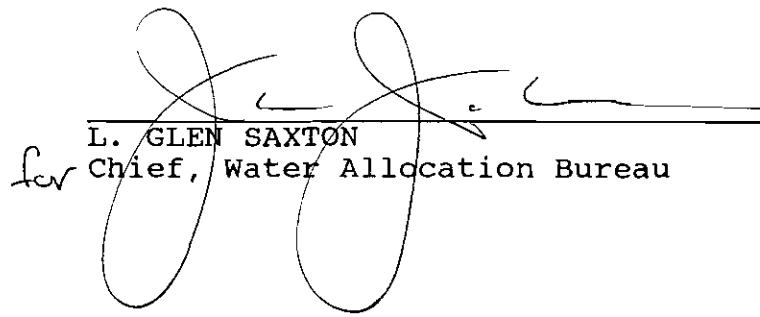
The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.

The right holder has notified the Department that the transfer has not yet been accomplished.

The right holder has requested an extension of time for completion of the transfer and has shown reasonable cause for the delay.

IT IS, THEREFORE, HEREBY ORDERED that the right holder of Transfer No. 4645 is granted an extension to October 2, 1998 in which to accomplish the transfer.

Dated this 30TH day of October, 1997.



L. GLEN SAXTON
for Chief, Water Allocation Bureau

MICROFILMED

MAR 15 1999

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4645
WATER RIGHT NO. 63-07778B

This is to certify that: **JAMES SCHELHORN**
RAY BLUE
3305 AIRPORT RD
NAMPA ID 83687

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	1.01 CFS	355.5 AF

SOURCE

GROUNDWATER

Priority: 04/19/1973

LOCATION OF POINT(S) OF DIVERSION:

NESE , Sec. 14, Township 02N, Range 03W
CANYON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N	03W	14	NESE 39	NWSE 40		79
Total number of acres irrigated:						79

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
3. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.

RECORDED

NOV 08 1995

TRANSFER NO. 4645
WATER RIGHT NO. 63-07778B

CONDITIONS OF APPROVAL AND REMARKS

4. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
5. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
6. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

Dated this 2nd day of October, 1995

J. Glen Saylor
Chief, Water Alloc. Bureau

RECEIVED

NOV 08 1995

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 4645

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

NOTE DUAL NAMES
AS IN ATTACHMENT A

Name of applicant James Schellhous Ray Blue Phone 208 466 5755 466-5753
 Post Office address 3305 Airport Rd Nampa 83687

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other

2. Describe the reason for the proposed changes To purchased property
with no access to P/D or irrigation system.
Would like own system

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 63-07778B Priority 4/19/1988 Amount (cfs/ac-ft) 1.015 Nature of Use Irrig Period of Use 3/15 to 11/15
 to
 to
 to
2. Total amount of water being transferred 1.015 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Ground water tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>No</u>	<u>SE</u>	<u>14</u>	<u>2N</u>	<u>3W</u>	<u>Canyon</u>	<u>Proposed P/D</u>

5. Lands irrigated or place of use:

Twp.	Rge.	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	
<u>2N</u>	<u>3W</u>	<u>14</u>													<u>40</u>	<u>40</u>			<u>80</u>

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AUG 21 1995

Department of Water Resources

NOV 08 1995

Total acres 80

PART 1

6. General Information:

a. Description of diversion system well pump sprinklers

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? / Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

N/A

d. Remarks:

* 4 1/2 NW SE purchasing on contract - warranty deed available on completion of contract

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

NOV 08 1995

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 63-07778

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	2.03 CFS	720.0 AF

SOURCE

GROUNDWATER

Priority: 04/19/1973

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 14, Township 02N, Range 03W
CANYON County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N 03W 14	NESE 40	NWSE 40	SWSE 40	160
	SESE 40			160

Total number of acres irrigated:

160

CONDITIONS/REMARKS:

MICROFILMED

NOV 08 1995

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

N

If yes, describe _____

according to previous owner

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED Part B

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 1.015 for Irrig purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion: ↙

Corrected Q&A per license - to follow the appl. format 8/27/14

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>NE</u>	<u>SE</u>	<u>14</u>	<u>2N</u>	<u>3W</u>	<u>Canyon</u>	
		<u>SE</u>	<u>SW</u>					

3. Lands irrigated or place of use:

Twp.	Rge.	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	
<u>2N</u>	<u>3W</u>	<u>14</u>													<u>40</u>	<u>40</u>			<u>80</u>

Total acres 80

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 1.015 for Irrig purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		<u>SE</u>	<u>SW</u>	<u>14</u>	<u>2N</u>	<u>3W</u>	<u>Canyon</u>	

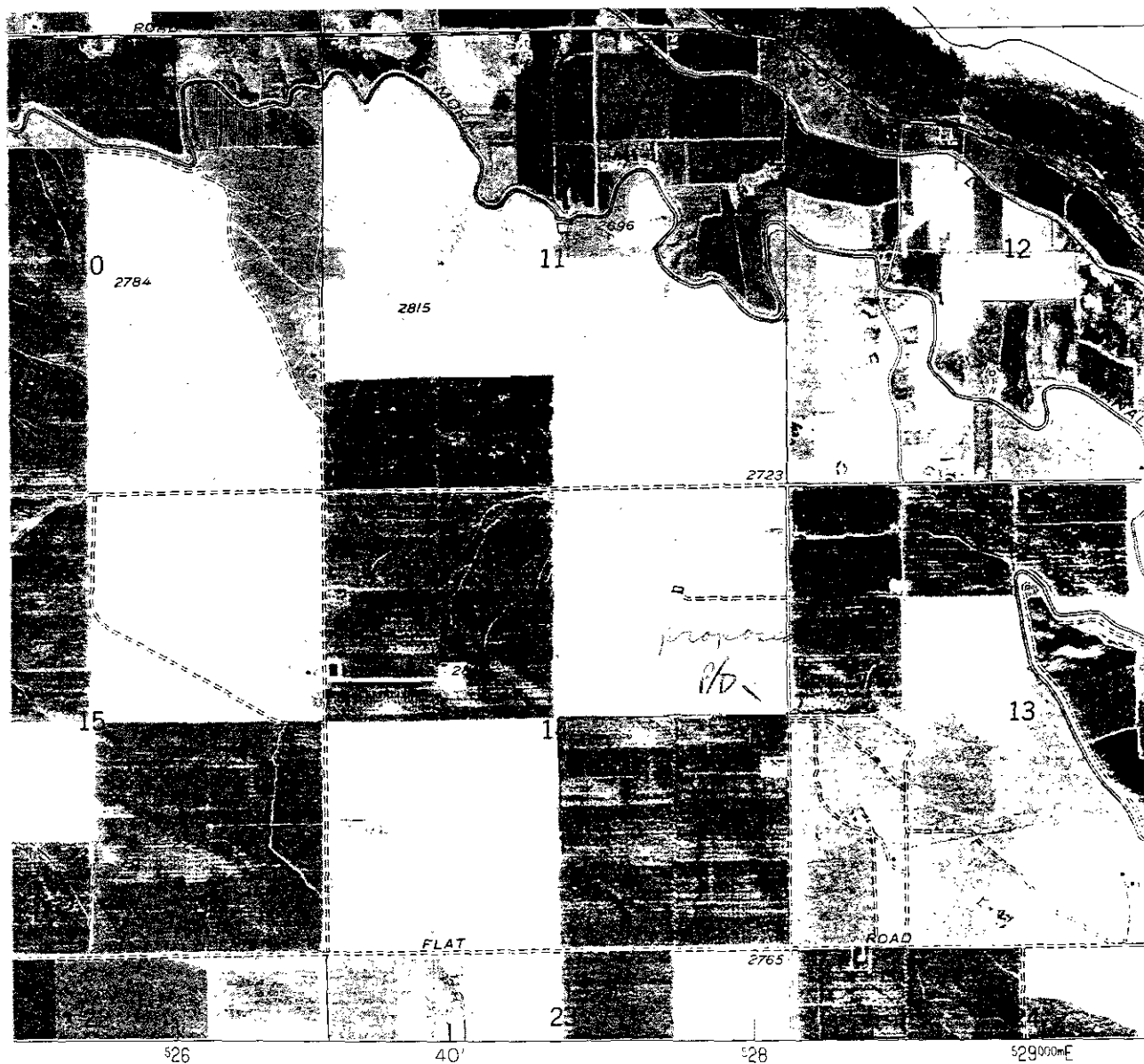
3. Lands irrigated or place of use:

Twp.	Rge.	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	
<u>2N</u>	<u>3W</u>	<u>14</u>															<u>40</u>	<u>40</u>	<u>80</u>

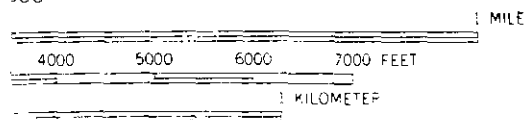
Total acres 80

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



300



T2N
R3W
S4E
NOV 14 8/2005
NO 900P 8/2005
IDAHO

LAK

PART 3**B. CHANGES IN NATURE OF USE** *N/A*

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to _____
				to _____

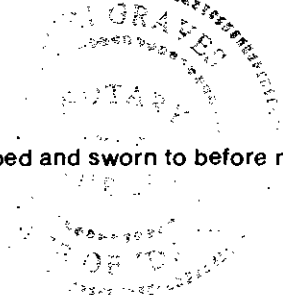
2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 12th day of June, 19 95.



James J. Shulhan (Signature of Applicant)

Lawrence G. Gorman
(Notary Public)

My commission expires 6/18/98

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments

Received by LG Date 6/12/95 Protest filed by _____

Prelim. check by 82 Fee \$100 W019355

Receipted by LG Date 6/12/95

Published in Press Tribune Copies of protest forwarded by _____

Pub. dates 7-5+12, 1995 Hearing held by _____ Date _____

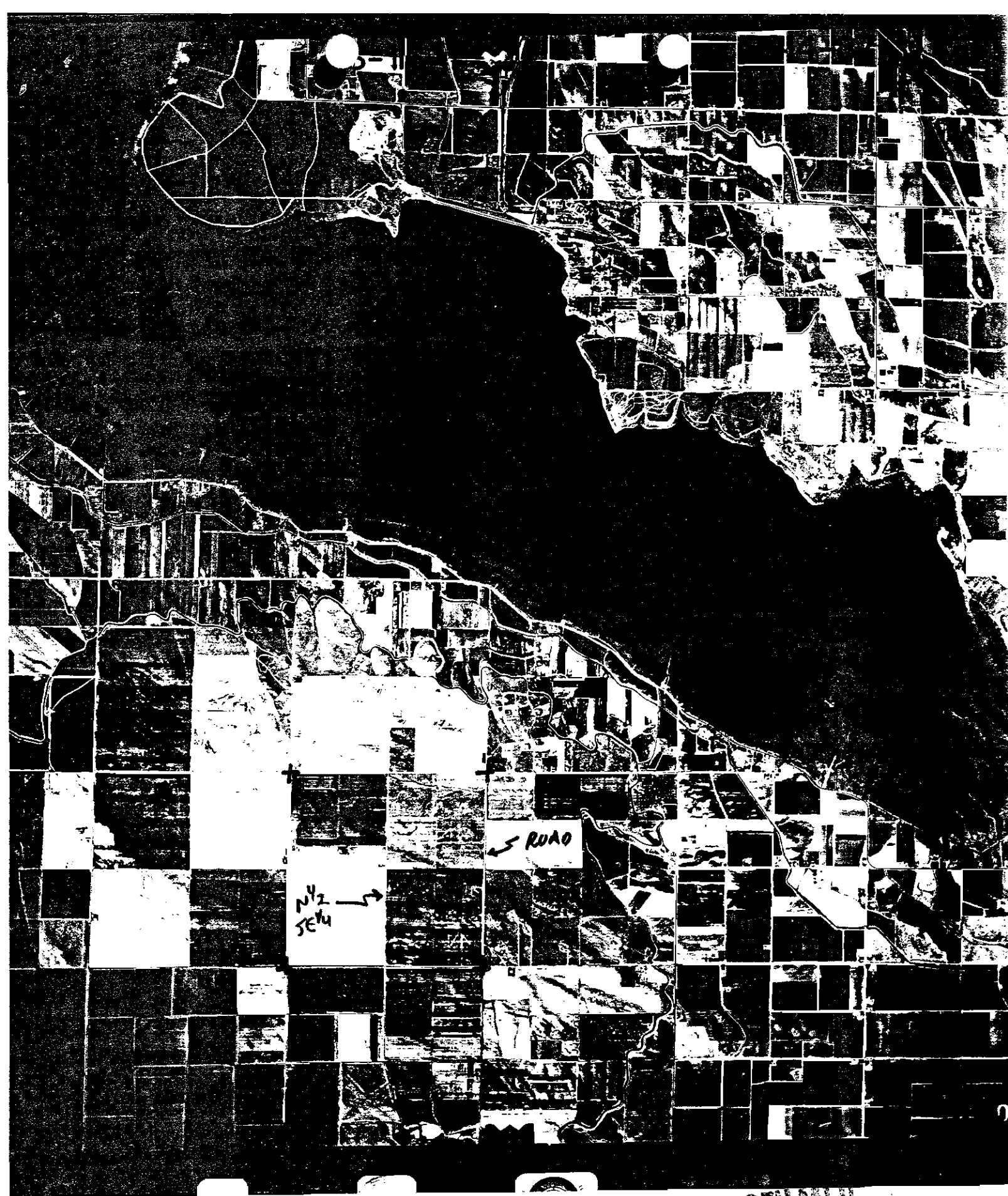
Watermaster recommendation requested on _____ Recommended for ☒ approval ☐ denial

_____ rec'd. _____ by MADE

Copy of transfer sent to lien holder _____

RECEIVED

NOV 08 1995



NAPP X55-56
7-14-87

2N 3W 5.14

NESE 40 AC. - MISC. for Road on East
border

NWSE 40 AC

NOV 08 1995

11 SE - 79 AC

T. 4645
17 4778

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

minor, dry
PD: 3E50, 10E50,
Sec. 14, T2N, R3W
Irrigation - 160 acres

63-7778

Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☒ Appointment letter mailed:	1/20/81	neh	no appt. made.
☐ Telephone call made: (List Telephone No. used)			
☐ Appointment scheduled for: (Date, time, location)			

EXAMINATION

Date 22 June 1981 Accompanied by Blake Millay Total Q measured 2.03 cfs
If source is surface water, estimate total flow of source _____
Methods of measurement probe Meets Permit requirements? yes

Measurement calculations:

$$5.5" H_2O \quad 10" probe = 2.03 cfs$$

$$V = 160 \times 4.5 = 720 \text{ AFA/A}$$

$$V = 2.03 \times 1.9835 \times 245 = 986.5 \text{ AFA/A}$$

$$160 \times .02 = 3.2 cfs$$

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	200	U.S. Motors	1316-01-503 BS-02933	L.B.	44601	ANNABAI	probe	probe # 19151

System Description well pump into 10" mainline

*Code with map on reverse side. Disregard code if only one.

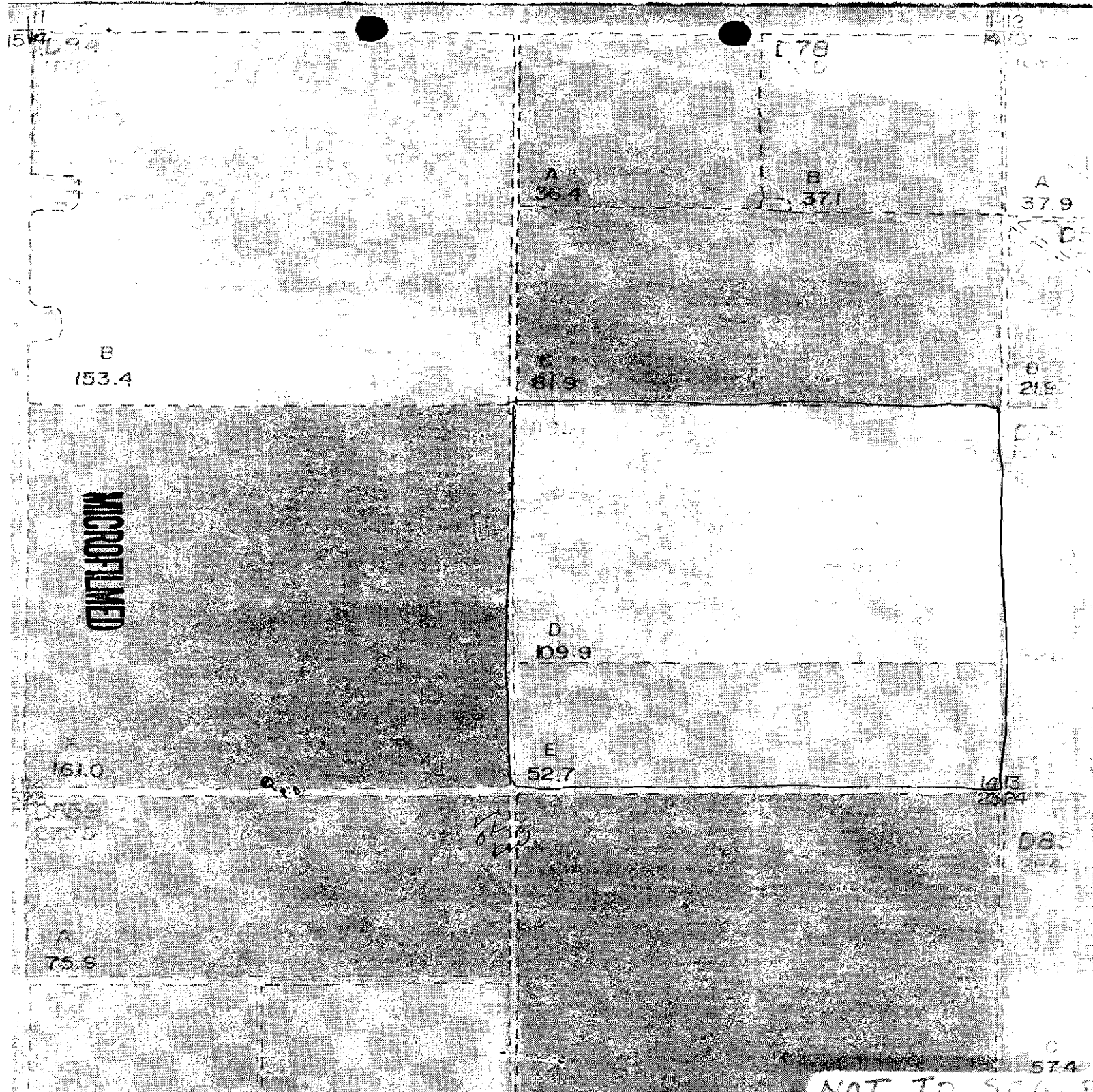
RECOMMENDED AMOUNTS

USE		Irrigation requirement = <u>4.5 OK</u> AFA/Acre	
IRRIGATION	Q (cfs)	V (afa)	FROM TO
	<u>2.03 OK</u>	<u>720 OK</u>	<u>3/15 - 1/15</u>
Total		<u>2.03 OK</u>	<u>720 OK</u>

Remarks Pump #9 runs about 75 p.s.i.

no overlap - none as per p/u microfische

MICROFILMED



State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-7778 Priority April 19, 1973 Amount 2.03 cfs

THIS IS TO CERTIFY, that Bryce Millar
of Nampa, Idaho, has complied with the terms and conditions of Permit
No. 63-7778 issued pursuant to Application for Permit dated April 19, 1973,
and has submitted proof to the Department of Water Resources on December 22, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 2.03 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>March 15</u> to <u>November 15</u>	at <u>2.03</u> cfs and	<u>720.0</u> acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 2.03 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
720.0 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 14,
Twp 2N, Rge 3W in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
2N	3W	14													40	40	40	40	160

Total number of acres irrigated 160

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 9TH day of FEBRUARY, 19 84.

Acting for the

Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR AMENDMENT OF A PERMIT

To change the point of diversion and/or the place of use

MAY 31 1979

Department of Water Resources

Comes now Bryce Millarof (address) Route 7, Box 7380, Nampa, ID 83651 and represents to the
Director of the Idaho Department of Water Resources:That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho
No. 63-7778, and requests that the permit and permit map be changed as follows:

1. Point of diversion: SE 1/4 SW 1/4, Section 14, Township 2N, Range 3W, B.M.,
County of Canyon. Other points of diversion: NE 1/4 SW 1/4 Sec 14,
T2N, R3W, BM

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 3.20 for irrigation purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated: No Change

TWP	RGE	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	

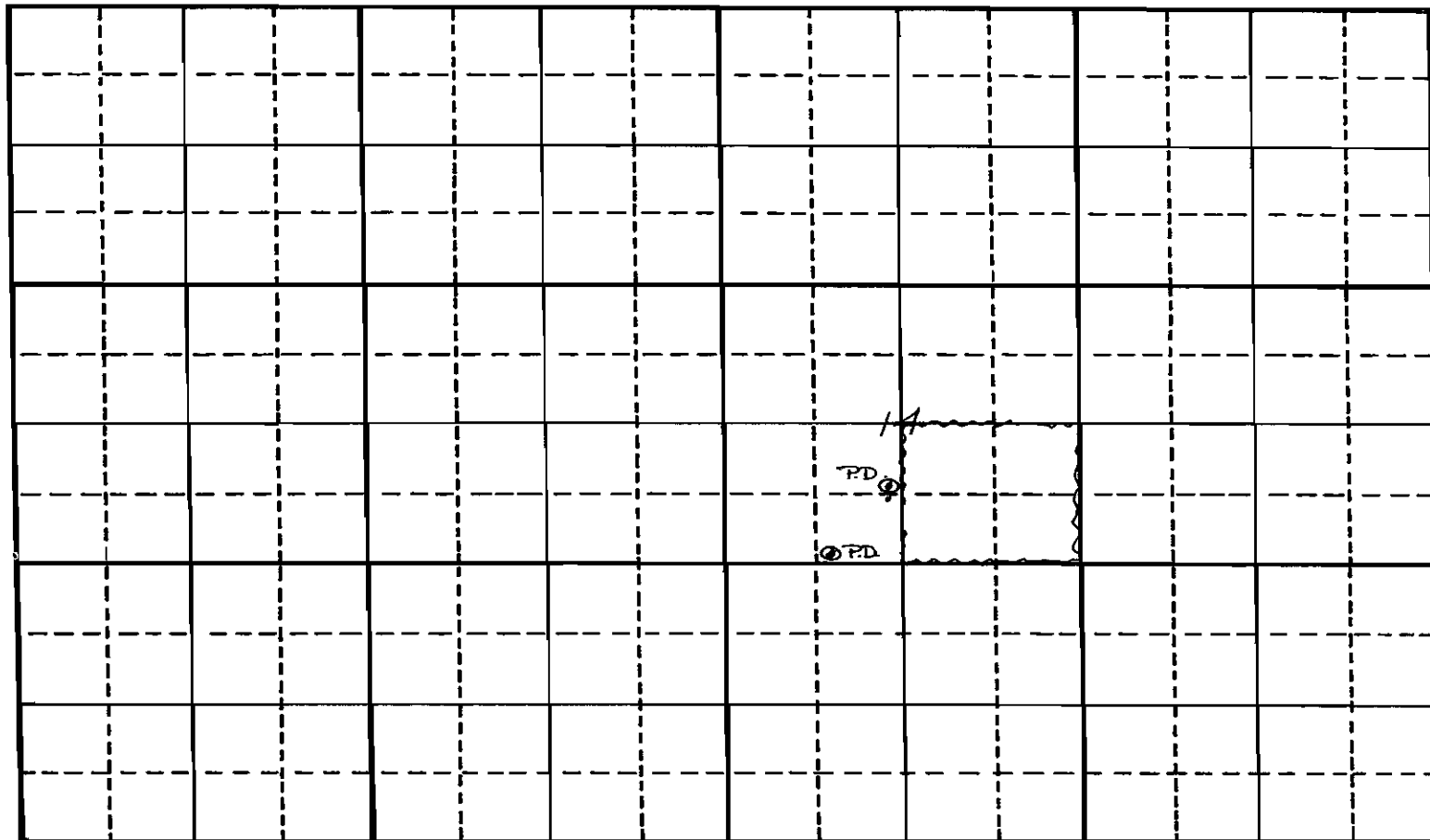
Total number of acres to be irrigated = _____

4. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or the place of use? Applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

MICROFILMED

Complete the following map by showing land and point of diversion as proposed by this amendment.

Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile.

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, this 31 day of May, 19 79.
Bryce Muller
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by DDF Fee = \$20.00

Received by y Date 5/31/79 # L3399

Publication prepared by _____ Date _____

Published in _____

Publication dates _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, L. GLEN SAXTON, CHIEF, OPERATIONS BUREAU of the Department of Water Resources hereby
APPROVE this application for amendment on Permit No. 63-7778.

Witness my hand this 13th day of June

L. Glen Saxton
Chief, Operations Bureau

Receipt # 3757

APR 20 1976

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR AMENDMENT

Permit No. 63-7778

Comes now Bryce Millar of (address) _____

Route 7, Box 7380, Nampa, ID, and represents to the Director of
the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 63-7778, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 14 Twp. 2N
Rge. 3W, B. M., County of Canyon. Other points of diversion:
NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 11 T2N-R3W; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 15 T2N-R3W

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

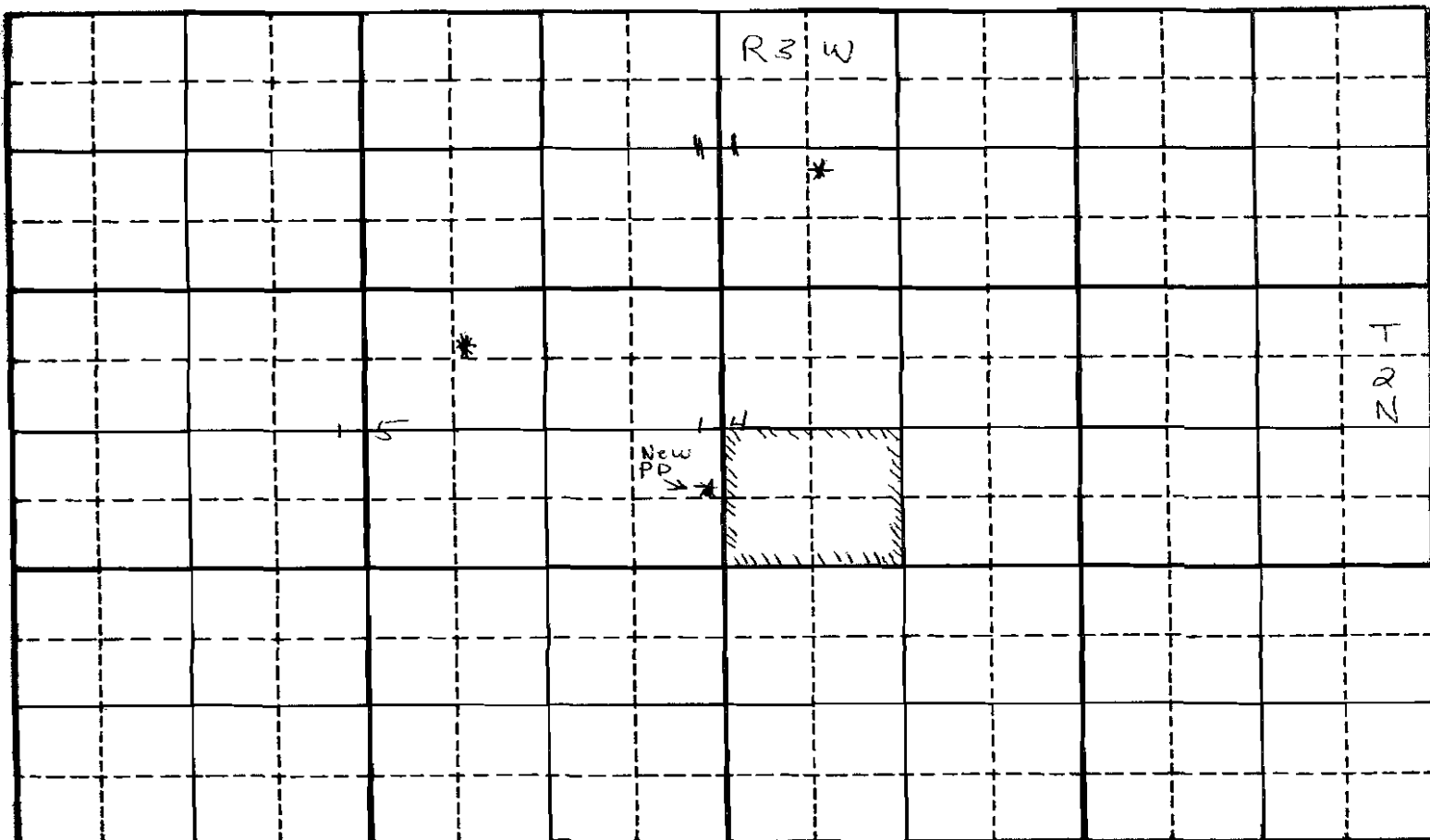
Amount 3.2 for irrigation purposes from 3-15 to 11-15 (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre feet per annum)

3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated	160
---------------------------------------	-----

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holders own risk.

Signed at Boise Idaho, this 28 day of April, 19 76
Bryce Muller
 (signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

Administrator, Operations Division

I, A. KENNETH DUNN, ~~DIRECTOR~~ of the Department of Water Resources
 hereby APPROVE the above application for amendment for Permit No. 63-7778.

Witness my hand this 7 day of May, 19 76.

A. Kenneth Dunn
 Director
 Administrator, Operations Division

Receipt # 129

APPLICATION FOR AMENDMENT

Permit No. 63-7778

Comes now Bryce Millar of (address)

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 63-7778, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 11 Twp. 2N
Rge. 3W, B.M., County of Canyon. Other points of diversion:
NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 14, (2 pts) NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 15, Twp. 2N, Rge. 3W, B.M.

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 3.2 for irrigation purposes from Mar. 15 to Nov. 15 (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre feet per annum)

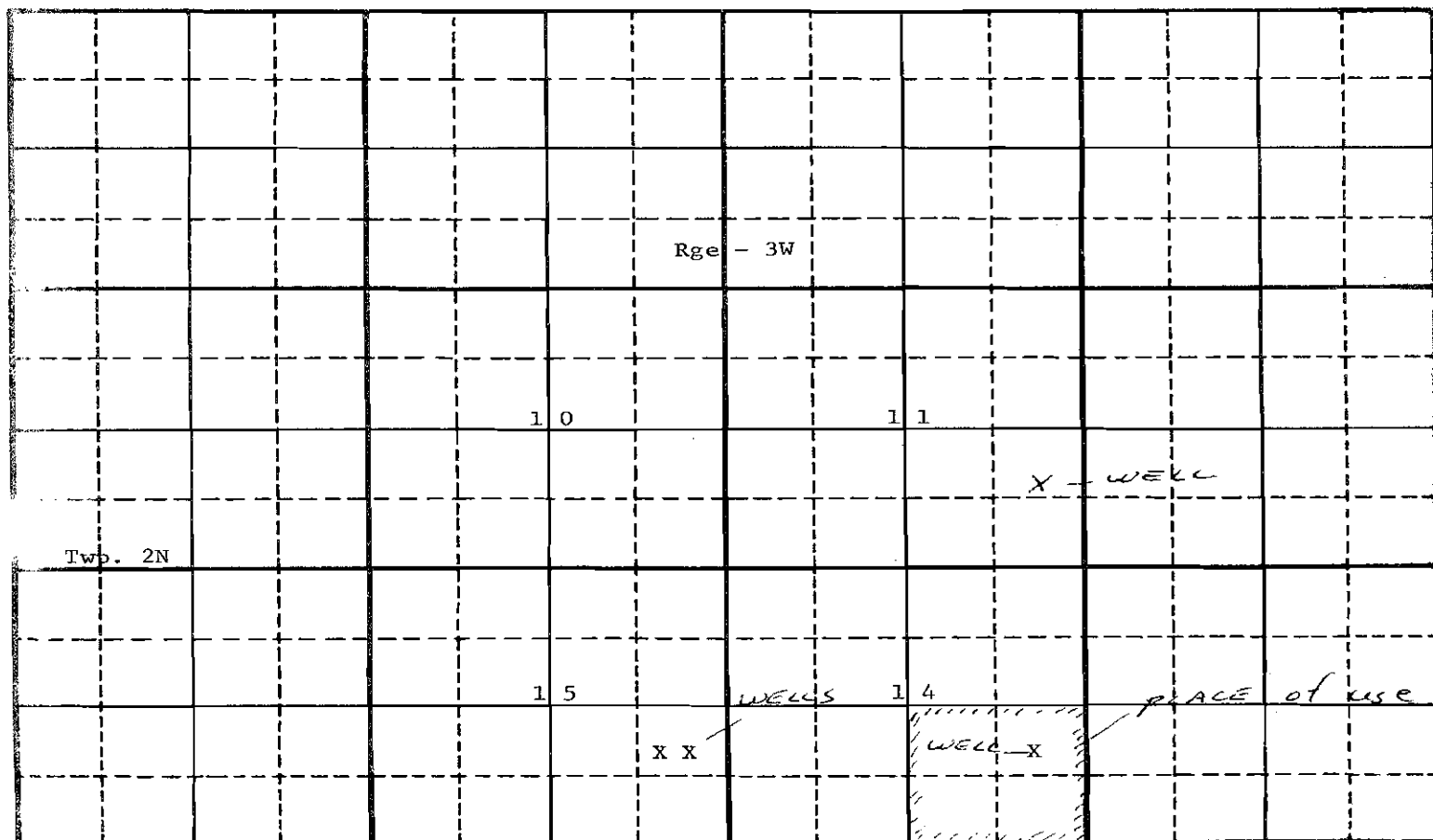
3. Place of use or land to be irrigated:
NO CHANGE

[illegible]

Total number of acres to be irrigated

RECEIVED

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holders own risk.

Signed at Boise, this 21st day of October, 1974.

Bryce Miller
(signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

Operations Division

I, A. KENNETH DUNN, Admin., ~~DIRECTOR~~ of the Department of Water Resources hereby approve the above application for amendment for Permit No. 63-7778.

Witness my hand this 28th day of October, 19 74.

A. Kenneth Dunn
Administrator, ~~Director~~ Operations Division

Identification No. _____

Application No. 63-1779

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

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

1. Name of applicant Bryce Millar
post office address Route 7, Box 7380, Nampa, Idaho 466-2906
2. Source of water supply groundwater which is a tributary of --
3. a. Location of point of diversion is NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 15 Township 2N
Range 3W B.M. Canyon County; additional points of diversion if any: SESW Sec 14, 2N-3W, B.M. NE⁴SE⁴, Sec. 11, Twp. 2N- Rge. 3W, B.M.
b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 3.20 ^{cfs} for Irrigation purpose from 3-15 to 11-15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 3.20 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Drilled wells, pumps, motors, pipe
b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 16 inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
b. Estimated construction cost is \$ _____.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____
(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

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

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
2N	3W	14													40	40	40	40	160

Total number of acres to be irrigated 160

c. Describe any other water rights used for the same purposes as described above.

none

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

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

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

10. Remarks

A hand-drawn diagram on a grid. The grid consists of solid lines forming a 10x10 grid of squares, with dashed lines forming a 20x20 grid of smaller squares. A rectangular area is outlined with a dashed border, approximately 4 units wide and 3 units high, located in the lower-right quadrant. Inside this rectangle, there is a shaded area with diagonal hatching. Several points are marked with 'x' and circles. A label '15' is written near the center of the diagram. The points are distributed as follows: one 'x' at (3, 7), one 'x' at (5, 6), one 'x' at (6, 6), one 'x' at (7, 6), one 'x' at (8, 6), one 'x' at (9, 6), one 'x' at (10, 6), one 'x' at (11, 6), one 'x' at (12, 6), one 'x' at (13, 6), one 'x' at (14, 6), one 'x' at (15, 6), one 'x' at (16, 6), one 'x' at (17, 6), one 'x' at (18, 6), one 'x' at (19, 6), one 'x' at (20, 6), one 'x' at (21, 6), one 'x' at (22, 6), one 'x' at (23, 6), one 'x' at (24, 6), one 'x' at (25, 6), one 'x' at (26, 6), one 'x' at (27, 6), one 'x' at (28, 6), one 'x' at (29, 6), one 'x' at (30, 6), one 'x' at (31, 6), one 'x' at (32, 6), one 'x' at (33, 6), one 'x' at (34, 6), one 'x' at (35, 6), one 'x' at (36, 6), one 'x' at (37, 6), one 'x' at (38, 6), one 'x' at (39, 6), one 'x' at (40, 6), one 'x' at (41, 6), one 'x' at (42, 6), one 'x' at (43, 6), one 'x' at (44, 6), one 'x' at (45, 6), one 'x' at (46, 6), one 'x' at (47, 6), one 'x' at (48, 6), one 'x' at (49, 6), one 'x' at (50, 6), one 'x' at (51, 6), one 'x' at (52, 6), one 'x' at (53, 6), one 'x' at (54, 6), one 'x' at (55, 6), one 'x' at (56, 6), one 'x' at (57, 6), one 'x' at (58, 6), one 'x' at (59, 6), one 'x' at (60, 6), one 'x' at (61, 6), one 'x' at (62, 6), one 'x' at (63, 6), one 'x' at (64, 6), one 'x' at (65, 6), one 'x' at (66, 6), one 'x' at (67, 6), one 'x' at (68, 6), one 'x' at (69, 6), one 'x' at (70, 6), one 'x' at (71, 6), one 'x' at (72, 6), one 'x' at (73, 6), one 'x' at (74, 6), one 'x' at (75, 6), one 'x' at (76, 6), one 'x' at (77, 6), one 'x' at (78, 6), one 'x' at (79, 6), one 'x' at (80, 6), one 'x' at (81, 6), one 'x' at (82, 6), one 'x' at (83, 6), one 'x' at (84, 6), one 'x' at (85, 6), one 'x' at (86, 6), one 'x' at (87, 6), one 'x' at (88, 6), one 'x' at (89, 6), one 'x' at (90, 6), one 'x' at (91, 6), one 'x' at (92, 6), one 'x' at (93, 6), one 'x' at (94, 6), one 'x' at (95, 6), one 'x' at (96, 6), one 'x' at (97, 6), one 'x' at (98, 6), one 'x' at (99, 6), one 'x' at (100, 6), one 'x' at (101, 6), one 'x' at (102, 6), one 'x' at (103, 6), one 'x' at (104, 6), one 'x' at (105, 6), one 'x' at (106, 6), one 'x' at (107, 6), one 'x' at (108, 6), one 'x' at (109, 6), one 'x' at (110, 6), one 'x' at (111, 6), one 'x' at (112, 6), one 'x' at (113, 6), one 'x' at (114, 6), one 'x' at (115, 6), one 'x' at (116, 6), one 'x' at (117, 6), one 'x' at (118, 6), one 'x' at (119, 6), one 'x' at (120, 6), one 'x' at (121, 6), one 'x' at (122, 6), one 'x' at (123, 6), one 'x' at (124, 6), one 'x' at (125, 6), one 'x' at (126, 6), one 'x' at (127, 6), one 'x' at (128, 6), one 'x' at (129, 6), one 'x' at (130, 6), one 'x' at (131, 6), one 'x' at (132, 6), one 'x' at (133, 6), one 'x' at (134, 6), one 'x' at (135, 6), one 'x' at (136, 6), one 'x' at (137, 6), one 'x' at (138, 6), one 'x' at (139, 6), one 'x' at (140, 6), one 'x' at (141, 6), one 'x' at (142, 6), one 'x' at (143, 6), one 'x' at (144, 6), one 'x' at (145, 6), one 'x' at (146, 6), one 'x' at (147, 6), one 'x' at (148, 6), one 'x' at (149, 6), one 'x' at (150, 6), one 'x' at (151, 6), one 'x' at (152, 6), one 'x' at (153, 6), one 'x' at (154, 6), one 'x' at (155, 6), one 'x' at (156, 6), one 'x' at (157, 6), one 'x' at (158, 6), one 'x' at (159, 6), one 'x' at (160, 6), one 'x' at (161, 6), one 'x' at (162, 6), one 'x' at (163, 6), one 'x' at (164, 6), one 'x' at (165, 6), one 'x' at (166, 6), one 'x' at (167, 6), one 'x' at (168, 6), one 'x' at (169, 6), one 'x' at (170, 6), one 'x' at (171, 6), one 'x' at (172, 6), one 'x' at (173, 6), one 'x' at (174, 6), one 'x' at (175, 6), one 'x' at (176, 6), one 'x' at (177, 6), one 'x' at (178, 6), one 'x' at (179, 6), one 'x' at (180, 6), one 'x' at (181, 6), one 'x' at (182, 6), one 'x' at (183, 6), one 'x' at (184, 6), one 'x' at (185, 6), one 'x' at (186, 6), one 'x' at (187, 6), one 'x' at (188, 6), one 'x' at (189, 6), one 'x' at (190, 6), one 'x' at (191, 6), one 'x' at (192, 6), one 'x' at (193, 6), one 'x' at (194, 6), one 'x' at (195, 6), one 'x' at (196, 6), one 'x' at (197, 6), one 'x' at (198, 6), one 'x' at (199, 6), one 'x' at (200, 6), one 'x' at (201, 6), one 'x' at (202, 6), one 'x' at (203, 6), one 'x' at (204, 6), one 'x' at (205, 6), one 'x' at (206, 6), one 'x' at (207, 6), one 'x' at (208, 6), one 'x' at (209, 6), one 'x' at (210, 6), one 'x' at (211, 6), one 'x' at (212, 6), one 'x' at (213, 6), one 'x' at (214, 6), one 'x' at (215, 6), one 'x' at (216, 6), one 'x' at (217, 6), one 'x' at (218, 6), one 'x' at (219, 6), one 'x' at (220, 6), one 'x' at (221, 6), one 'x' at (222, 6), one 'x' at (223, 6), one 'x' at (224, 6), one 'x' at (225, 6), one 'x' at (226, 6), one 'x' at (227, 6), one 'x' at (228, 6), one 'x' at (229, 6), one 'x' at (230, 6), one 'x' at (231, 6), one 'x' at (232, 6), one 'x' at (233, 6), one 'x' at (234, 6), one 'x' at (235, 6), one 'x' at (236, 6), one 'x' at (237, 6), one 'x' at (238, 6), one 'x' at (239, 6), one 'x' at (240, 6), one 'x' at (241, 6), one 'x' at (242, 6), one 'x' at (243, 6), one 'x' at (244, 6), one 'x' at (245, 6), one 'x' at (246, 6), one 'x' at (247, 6), one 'x' at (248, 6), one 'x' at (249, 6), one 'x' at (250, 6), one 'x' at (251, 6), one 'x' at (252, 6), one 'x' at (253, 6), one 'x' at (254, 6), one 'x' at (255, 6), one 'x' at (256, 6), one 'x' at (257, 6), one 'x' at (258, 6), one 'x' at (259, 6), one 'x' at (260, 6), one 'x' at (261, 6), one 'x' at (262, 6), one 'x' at (263, 6), one 'x' at (264, 6), one 'x' at (265, 6), one 'x' at (266, 6), one 'x' at (267, 6), one 'x' at (268, 6), one 'x' at (269, 6), one 'x' at (270, 6), one 'x' at (271, 6), one 'x' at (272, 6), one 'x' at (273, 6), one 'x' at (274, 6), one 'x' at (275, 6), one 'x' at (276, 6), one 'x' at (277, 6), one 'x' at (278, 6), one 'x' at (279, 6), one 'x' at (280, 6), one 'x' at (281, 6), one 'x' at (282, 6), one 'x' at (283, 6), one 'x' at (284, 6), one 'x' at (285, 6), one 'x' at (286, 6), one 'x' at (287, 6), one 'x' at (288, 6), one 'x' at (289, 6), one 'x' at (290, 6), one 'x' at (291, 6), one 'x' at (292, 6), one 'x' at (293, 6), one 'x' at (294, 6), one 'x' at (295, 6), one 'x' at (296, 6), one 'x' at (297, 6), one 'x' at (298, 6), one 'x' at (299, 6), one 'x' at (300, 6), one 'x' at (301, 6), one 'x' at (302, 6), one 'x' at (303, 6), one 'x' at (304, 6), one 'x' at (305, 6), one 'x' at (306, 6), one 'x' at (307, 6), one 'x' at (308, 6), one 'x' at (309, 6), one 'x' at (310, 6), one 'x' at (311, 6), one 'x' at (312, 6), one 'x

Bryce Muller
(Applicant)

632 *Journal of Management Inquiry* 16(5)

Proposed priority: 4/19/1973

Received by sf Date 4-19-73 Time 11:30 pm

Preliminary check by PCB Fee \$ 100

Receipted by sf Date 4-19-73 Receipt # 10402

Publication prepared by sf Date 4-19-73

Published in Idaho Water News

Publication dates 4-24 & 5-10-73

Publication approved MP Date 5-14-73

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by du DOF

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-7778, and said application is hereby APPROVED.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 19 78.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

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

Witness my hand this 29th day of May, 19 73.

R. Fred Higg
Director

Western

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5664
WATER RIGHT NO. 63-07778B

RECEIVED

APR 05 2000

WATER RESOURCES
WESTERN REGION

This is to certify that: **SKY RANCH INC**
3305 AIRPORT RD
NAMPA ID 83687

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	1.01 CFS	355.5 AF

SOURCE

GROUNDWATER

Priority: 04/19/1973

LOCATION OF POINT(S) OF DIVERSION:

NESE , Sec. 14, Township 02N, Range 03W
CANYON County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N 03W 14	NESE 39	NWSE 40		79
Total number of acres irrigated:				79

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
3. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

TRANSFER NO. 5664
WATER RIGHT NO. 63-07778B

CONDITIONS OF APPROVAL AND REMARKS

6. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
7. The total instantaneous diversion of water from all points of diversion under Transfer 5664 shall not exceed 1.01 cfs, nor total combined annual volume of 355.5 af.
8. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
9. Two points of diversion are located within NESE, S14, T02N, R03W within Lots 5 & 28, Blk. 1, Sky Ranch Estates.
10. Place of use is located within Lots 1-28, Blk. 1; and Lots 1-9, Blk. 2; Sky Ranch Estates.

Dated this 3rd day of April, 2000.


Chief, Water Allocation Bureau

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: **A63-07778B**
Date Received: 12/28/1989
Receipt No: X777777
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: JAMES SCHELHORN 208-466-5755
Address: 3305 AIRPORT RD
NAMPA ID 83687

Name: RAY BLUE 208-466-5755
Address: 3305 AIRPORT RD
NAMPA ID 83687

2. Date of Priority: APR 19, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	03W	14		NE	SE		CANYON

5. Description of diverting works:
WELL & TURBINE PUMP DISCHARGES INTO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.010		355.50

7. Total Quantity Appropriated is:
1.010 C.F.S. (and/or) 355.50 A.F.A.

8. Total consumptive use is 276.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	03W	14	NE	SE		IRR	39.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	03W	14	NW	SE		IRR	40.0
Section Acres							79.0
Total Acres							79.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS RESULT OF SPLITTING CLAIM A63-07778 PER TRANSFER 4645 APPROVED 10/2/1995 (MTS 10/13/1995)
SEE ALSO ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER NO 4645 IN FILE.
AFTER SPECIFIC NOTIFICATION BY THE DEPARTMENT, THE RIGHT HOLDER SHALL INSTALL A SUITABLE MEASURING DEVICE OR SHALL ENTER INTO AN AGREEMENT WITH THE DEPARTMENT TO DETERMINE THE AMOUNT OF WATER DIVERTED FROM POWER RECORDS AND SHALL ANNUALLY REPORT THE INFORMATION TO THE DEPARTMENT.

15. Basis of Claim: LICENSE

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 _____

W-175

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

TRANSFER NO. 4645
WATER RIGHT NO. 63-07778B

This is to certify that: **JAMES SCHELHORN**
RAY BLUE
3305 AIRPORT RD
NAMPA ID 83687

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	1.01 CFS	355.5 AF

SOURCE

GROUNDWATER

Priority: 04/19/1973

LOCATION OF POINT(S) OF DIVERSION: NESE , Sec. 14, Township 02N, Range 03W
CANYON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N	03W	14	NESE 39	NWSE 40		79
Total number of acres irrigated:						79

CONDITIONS OF APPROVAL AND REMARKS

- 046 1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- R32 2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
- * 3. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.

TRANSFER NO. 4645
WATER RIGHT NO. 63-07778B

CONDITIONS OF APPROVAL AND REMARKS

- T07 4. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
- T08 5. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
- T09 6. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

Dated this 2nd day of October, 1995


Chief, Water Alloc. Bureau

PN 3038

INSTRUMENT NO.

9424389

WARRANTY DEED

FOR VALUE RECEIVED V & M TRUST and WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYER, husband and wife

the Grantor, do hereby grant, bargain, sell and convey unto JAMES F. SCHELHORN and ~~DOROTHEA~~ SCHELHORN, husband and wife and RAY BLUE and BETTY BLUE, husband and wife

212 WEST ELGIN
the Grantees, whose address is ~~██████████~~, CALDWELL, ID 83605

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife are joining in this conveyance to confirm the conveyance by V & M TRUST to the grantees herein.

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 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 1994 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: July 19, 1994

V & M TRUST

BY:

Kendal F. Egbert - Trustee
KENDAL F. EGBERT - TRUSTEE

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS

Confirmed by
Wilford Nolan Victor
WILFORD NOLAN VICTOR
Ruby C. Victor
RUBY C. VICTOR

RECORDED

NOV 08 1995

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

Attachment A
(4 pgs)

EXHIBIT "A"

PARCEL I:

The Northeast Quarter of the Southeast Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

A part of the Southeast Quarter, Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Southeast Quarter (East Quarter corner), monumented with an iron pipe, 2 inches in diameter, thence

South 0° 03' 00" East 478.04 feet along the East boundary of said Southeast Quarter; thence

South 89° 57' 00" West 25.00 feet to the POINT OF BEGINNING; thence continuing

South 89° 57' 00" West 396.00 feet; thence

South 0° 03' 00" East 220.00 feet parallel with the East boundary of said Southeast Quarter; thence

North 89° 57' 00" East 396.00 feet; thence

North 0° 03' 00" West 220.00 feet parallel with the East boundary of said Southeast Quarter to the POINT OF BEGINNING.

PARCEL II:

The North One-Half of the Northwest Quarter of the Southeast Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

NOTE: 5 1/2 NWSE purchasing on contract,
proof ownership to be submitted
upon completion of contract -

per Remarks from transfer Appl.
filed 6/12/95

-82

RECORDED

NOV 08 1995

COPY

WARRANTY DEED

FOR VALUE RECEIVED V & M TRUST and WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYER, husband and wife

the Grantor, do hereby grant, bargain, sell and convey unto ^{928.} JAMES F. SCHELHORN and ^{DOROTHEA} ~~BERNICE~~ SCHELHORN, husband and wife and ^{R. B.} RAY BLUE and ^{B. B.} BETTY BLUE, husband and wife

the Grantees, whose address is 447 S. OREGON, CALDWELL, ID 83605

the following described premises, to-wit:

The South One-Half of the Northwest Quarter of the Southeast Quarter of Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife and ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife are joining in this conveyance to confirm the conveyance by V & M TRUST to the grantees herein.

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 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 1994 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: July 19, 1994

V & M TRUST

BY: Kendal F. Egbert - Trustee
KENDAL F. EGBERT - TRUSTEE

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS

Confirmed by
Wilford Nolan Victor
WILFORD NOLAN VICTOR

Ruby C. Victor
RUBY C. VICTOR

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

Attachment C.

REAL ESTATE PURCHASE AND SALE AGREEMENT
(With Earnest Money Provision)
THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY.
READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

James F. Schellhorn whose wife is Dorothy Schellhorn Tampa Idaho 3/9/94
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in the City of _____ County of Canyon
State of Idaho, commonly known as Triloket
legally described as: 1/2 Section 14, Twp 2 N., Range 3 E., Bore Meridian, Canyon County, Idaho

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS One hundred sixty thousand & no/100 DOLLARS
(\$ 160,000) payable as follows:

A. Earnest Money.

a. Buyer deposits and receipt is acknowledged of Five hundred & no/100 Dollars (\$ 500) Dollars evidenced by ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note due, paid or delivered as earnest money in part payment of the purchase price for the premises.

b. Buyer further agrees on or before _____ day of _____, 19____, to pay or deliver as additional earnest money in part payment of the purchase price for the premises _____ Dollars (\$ _____) evidenced by ☐ Cash, ☐ Personal Check, ☐ Note due, or _____

c. All Earnest Money and this agreement shall be held by Dee Realty for the benefit of the parties hereto.

B. Balance of purchase price to be paid as follows:

\$15,000 to be paid on closing. all remaining balance to be paid in a 5-year period with monthly payments starting May 1, 1994. Buyer interest of 8% per annum. Seller agrees to give partial title in parcel, provided all profit plus a 5% net share of the purchase price paid at the time of return.

AT THE TIME OF SIGNING THIS AGREEMENT THE AGENT WORKING WITH THE BUYER REPRESENTED _____ AND THE AGENT WORKING WITH THE SELLER REPRESENTED _____. EACH PARTY TO THIS TRANSACTION HAS READ AND UNDERSTANDS THE CONTENTS OF THIS AGENCY DISCLOSURE DISCLOSURE PREVIOUSLY RECEIVED. THE SELLER WILL PAY THE REAL ESTATE SALES COMMISSION.

2. Buyer's offer is made subject to the acceptance of Seller on or before twelve o'clock midnight of 3/11/94. If Seller does not accept this agreement within the time specified, the earnest money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by Warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

4. The parties designate Dee Realty Title Company to provide the necessary title insurance and commitment for title insurance required by this agreement.

5. It is hereby agreed that the "closing agent" for the transaction represented by this agreement shall be Dee Realty. Where not otherwise provided in this agreement or by law, the parties shall each pay one-half of said closing agent's fee.

6. Within 30 days after acceptance by seller, or upon removal of any liens, encumbrances or defects to title by Seller, as provided herein, whichever is later, Buyer and Seller shall deposit with the "closing agent" all funds and instruments to complete the sale in accordance with terms and conditions hereof. Upon receipt of the items specified in the preceding sentence the closing agent shall close this transaction.

7. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges, (but excluding all other ranges) fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

The following items of property now on the premises are specifically excluded from the sale: 1/2 water rights or government land
Twp 2 N., Range 3 E., Bore Meridian, Canyon County, Idaho with 100' strip of land adjacent to 8'.

The following items of personal property are specifically included in the sale: except to purchase the 1/2 Section 14

8. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the 1st day of April, 1994 or on the date of closing, whichever shall last occur. Buyer shall pay for fuel in tank, the amount to be determined by the supplier of Seller's expense.

9. Seller shall deliver possession of the premises to Buyer on or before the 1st day of April, 1994 or on the date of closing, whichever shall last occur.

10. The parties agree that this agreement contains the following additional terms and conditions:

11. The provisions contained on the reverse side of this page shall also constitute part of the agreement of the parties. Each of the parties acknowledges reading this agreement in full.

Listing Broker: Dee Realty Selling Broker: Dee Realty Shirley West By _____
Buyer: James F. Schellhorn Buyer's Address: 816 21st Ave, Tampa

ACE REALTY

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

Timothy J. Schellhorn & Julie M. Schellhorn (hereinafter called "Buyer") agree to purchase, and the undersigned "Seller" agrees to sell the following described real estate hereinafter referred to as "Premises", commonly known as:

2 North Royal Tr. Boise, Idaho City of *Boise* County of *Boise* State of *Idaho*, legally described as: *Lot 14 - 1st 4th Section 14, T4P*

1. **EARNEST MONEY:** A. Buyer hereby deposits as earnest money and receipt is hereby acknowledged of _____ dollars \$ _____ evidenced by ☐ CASH ☒ PERSONAL CHECK ☐ CASHIER'S CHECK ☐ PROMISSORY NOTE DUE _____, 199__.

B. Earnest money to be deposited in trust account upon acceptance by all parties and shall be held by: _____ for the benefit of the parties hereto, and _____.

C. If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fee, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer and Seller cannot consummate the sale due to circumstances beyond their control.

D. The parties agree that _____ Title Co. shall provide title policy and preliminary report of commitment and the "Closing Agency" shall be *Boise Title*.

If a long term escrow collection is involved, then the escrow holder shall be: _____.

2. **TOTAL PURCHASE PRICE IS** *\$40,000* DOLLARS \$40,000 - payable as follows: _____ cash down, including Earnest Money. (Closing Costs are additional.)

B. Balance of purchase price (M.I.P. not included), to be paid as follows: *\$20,000 by 12/1/95 & cash month thereafter until 12/1/96 at which time all debt on balance shall be satisfied in full.*

3. **FINANCING:** This agreement is contingent upon the Buyer securing the following financing: ☐ FHA ☐ VA ☐ FHA ☐ Assumption of existing loan ☐ Other _____.

If now financing is sought, Buyer agrees to pay interest of _____ % origination fee of \$ _____ on _____ yr loan, with interest not over _____ %. Seller agrees to pay loan points, not to exceed _____.

ABERMPION: Buyer to ASSUME AND ☐ will ☐ will not be required to qualify for an existing loan of approximately \$ _____ with _____ % interest, monthly payments \$ _____.

This agreement ☐ does ☐ does not, require the lender to release the Seller's liability? Type of loan? _____.

Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

4. **OTHER FINANCING, TERMS AND/OR CONDITIONS:** *Buyer to pay long term interest free commercial interest*

5. **Seller's RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS:** This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in Paragraph #5 will be a waiver or removal of all contingencies in Paragraph #5.

A. Closing of _____ November 1, 1995 _____, on or before _____, 199__.

Property listed with *ACE REALTY, Boise, ID* ESCROWED AT _____.

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in paragraph #5, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer _____ calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies, in writing, within the not calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer, less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed with the purchase of the premises under the remaining terms and conditions of this agreement, notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative on two calendar days following the date of mailing evidenced by certification of the post mark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

6. **ITEMS SPECIFICALLY INCLUDED WITH THIS SALE:** _____

7. **ITEMS SPECIFICALLY NOT INCLUDED WITH THIS SALE:** *Item available for cash to seller for 1996*

8. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed upon or provided by or required by lender, Buyer shall purchase Seller's reserve if loan assumption. Seller's fire policy ☐ shall be ☐ shall not be assumed by the Buyer?

COSTS PAID BY	APPRAISAL FEE	LOAN ASSUMPTION	WELL INSPECTION	SEPTIC SYSTEM INSPECTION	ROOF INSPECTION	LENDER/CODE REPAIRS	OWNER'S TITLE INSURANCE	ESCROW FEES CLOSING TERM	TAX SERVICE
BUYER	☒	☒	☒	☒	☒	☒	☒	☒	☒
WATER/GAS									
SEWER									
DRIVE EQUAL									

Cost of lender or code repairs not to exceed \$ _____ PROVIDED.

9. **CLOSING:** on or before closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than *Nov. 1, 1995*.

10. **POSSESSION:** Buyer shall be entitled to possession on ☐ closing ☐ other *November 1, 1995 except turning for 1996 by seller*.

"CLOSING" means the date on which all documents are either recorded or a copy of an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last valid assessment as a basis) rents, interest, reserves, loans, encumbrances, or obligations assumed, and utilities shall be prorated as of _____, 199__.

11. **ACCEPTANCE:** Buyer's offer is made subject to a compliance of Seller on or before 12:00 P.M. midnight of *9/15/95*, 199__. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

12. **IMPORTANT AGENCY DISCLOSURE:** At the time of signing this agreement the agent working with the Buyer represented the *seller*, and the agent working with the Seller represented *seller*. Agency was provided to him/her in this transaction. Each party to this transaction has read and understood the agency disclosure brochure previously received.

13. **REAL ESTATE COMMISSION:** ☒ SELLER ☐ BUYER agrees to pay a real estate commission in the amount of \$ *3600*, as consideration for the sale/purchase herein.

14. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

LISTING AGENCY: *ACE REALTY* BY: *Julie Schellhorn* SELLING AGENCY: *ACE REALTY* BY: *Julie Schellhorn*

BUYER: *Timothy J. Schellhorn* BUYER'S ADDRESS: _____

BUYER: *Julie M. Schellhorn* BUYER'S PHONE: Residence _____ Business _____

☐ SEE ADDENDUM ☐ SEE REVERSE SIDE ☐ SEE COUNTER OFFER (B)

On this date, _____, 199__, we hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller. We further acknowledge as being a true and correct copy of this agreement signed by both parties.

SELLER: *Julie Schellhorn* SELLER'S ADDRESS: _____

SELLER: *Timothy J. Schellhorn* SELLER'S PHONE: Residence _____ Business _____

A TRUE COPY OF THE FOREGOING AGREEMENT, SIGNED BY THE SELLER AND CONTAINING THE FULL AND COMPLETE LEGAL DESCRIPTION OF THE PREMISES, IS HEREBY RECEIVED ON THE _____ DAY OF _____, 199__, BUYER _____ BUYER _____

STATE OF IDAHO)
COUNTY OF _____)

On this _____ day of _____, 199__, before me the undersigned, a Notary Public in and for said state, personally appeared _____

known to me to be the person (s) who signed the foregoing instrument and acknowledged to me that _____ executed the same. IN WITNESS WHEREOF, I have hereunto set my hand, affixed my seal this day and year first above written.

NOTARY PUBLIC for Idaho
Residing at _____ Commission expires _____

ACE REALTY

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT, READ ENTIRE DOCUMENT, INCLUDING THE GENERAL & SPECIAL PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

TIMOTHY J. SCHELHORN & Julie M. SCHELHORN of Idaho 8/10/95, 199 5
hereinafter called "Buyer" agrees to purchase and the seller agrees to sell the following described real estate, hereinafter referred to as "premises" commonly known as _____

located in Idaho County of Blaine City of Blaine legally described as SE 1/4 SE 1/4 Section 14 Twp 2 N Range 3 E S 1 Blaine Creek Idaho

EARNEST MONEY: Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of \$ 2000.00 in the form of Cash. This to be deposited and held by Joe Kelly, and shall hold the completely executed broker's copy of this agreement and is responsible for the closing. If all conditions have been met by Buyer, Buyer and Seller agree that earnest money (less credit report and any other Buyer's costs) shall be returned to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.

The parties agree that Kenneth L. Lipp Title Co. shall provide the policy and preliminary report of commitment and the "Closing Agency" for this transaction shall be Kenneth L. Lipp. If long-term escrow/collection is involved, then escrow holder shall be Kenneth L. Lipp.

1. **TOTAL PURCHASE PRICE:** \$ 60,000.00 (payable as follows) \$ 12,000.00 cash down, including earnest money (closing costs are in addition) \$ 4,500.00 balance of the purchase price (M.L.P. not included), and down on 5 yr contract 109w trc.

2. **FINANCING:** Buyer to secure financing with _____ for _____ years, _____ % interest, with no more than _____ points plus origination fee, if any. Seller agrees to pay no more than _____ points. ☐ Buyer to assume and be approved for an existing loan of approximately \$ _____, bearing interest of _____ % with monthly payments of approximately \$ _____, including _____.

3. **OTHER TERMS/CONDITIONS:** no government base or well/pump included

4. **CONTINGENCIES:** _____

5. **ITEMS SPECIFICALLY INCLUDED IN THIS SALE:** _____

6. **ITEMS SPECIFICALLY NOT INCLUDED:** septic system

7. **POSSESSION:** Buyer shall be entitled to possession on closing, or the date of recording documents pertaining to this transaction, or on 8/10/95 199 5. Taxes, water assessments, rents, interest & reserves, liens, encumbrances, obligations assumed, and utilities shall be pro-rated as of 8/10/95 199 5.

COST PAID BY	APPRAISAL FEE	ASSUMPTION FEE	WELL/PUMP INSPECTION	SEPTIC SYSTEM FEE	ROOF INSPECTION FEE	CLOSING BROK/CFEE	LONGTERM BROK/CFEE	TITLE INSURANCE	DOCUMENT PREPARATION
BUYER							✓		
SELLER								✓	
W/ EACH						✓			✓

8. **CLOSING:** On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing date shall be not later than 8/15/95 199 5.

9. **ACCEPTANCE:** Buyer's offer is made subject to acceptance of Seller not later than midnight of 8/10/95 199 5. If seller does not accept this agreement within this time specified, the entire earnest money shall be refunded to Buyer on demand. **TIME IS THE ESSENCE OF THIS AGREEMENT.**

10. **INSPECTION:** The Buyer hereby acknowledges that he/she has not relied upon any statements or representations by the Broker or his representatives, or by the Seller, which are not herein expressed. The Buyer has entered into this agreement relying solely upon information and knowledge obtained from his own investigation or inspection of the premises. This agreement constitutes the whole agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth.

11. **AGENCY DISCLOSURE:** At the time of signing this agreement the agent working with the Buyer represented the seller, and the agent working with the Seller represented the buyer. Each party signing this document confirms prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction understands the contents of the agency disclosure brochure previously received.

12. **COMMISSION:** The Seller agrees to pay a commission of \$ 3,600.00 to the above Broker for services. In event earnest money is forfeited Broker shall first pay any sale costs, and the balance shall be divided equally between Broker and Seller.

LISTING AGENCY: Joe Kelly SELLING AGENCY: Joe Kelly
BY: Timothy J. Schelhorn PHONE: _____ BY: Julie M. Schelhorn PHONE: _____

BUYER: Tim Schelhorn BUYER'S ADDRESS: 3305 Airport Rd. Nampa 83686-1835
BUYER: Julie Schelhorn BUYER'S PHONE: 4600-1544 BUSINESS: JAMC

On this date, we hereby approve and accept the sale set forth in the above agreement and agree to carry out the terms thereof. We acknowledge receipt of a true copy of this agreement signed by both parties.

SELLER: Kenneth L. Lipp DATE: 8/9/95 SELLER'S ADDRESS: 812 Main St Twin Falls ID
SELLER: _____ DATE: _____ SELLER'S PHONE: _____ BUSINESS: _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on the _____ day of _____, 199 5.

BUYER: _____ BUYER: _____

STATE OF IDAHO)
COUNTY OF PARADISE)

On this 8 day of Aug, 199 5, before me the undersigned, a Notary Public in and for said state, personally appeared Timothy J. Schelhorn

known to me to be the person (s) who signed the foregoing instrument and acknowledged to me that they executed the same. **IN WITNESS WHEREOF,** I have hereunto set my hand affixed my seal the day and year first above written. NOTARY PUBLIC for Idaho Kenneth L. Lipp

RESIDING AT: Blaine Idaho COMMISSION EXPIRES: 8/22/97, 199 5

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: A63-07778
Date Received: 12/28/1989
Receipt No: N003518
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name:	H.R. MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	GOLDA D. MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	EDWARD MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	SUSAN L. MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	RODNEY KENT MONTIERTH	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	WILFORD NOLAN VICTOR	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	ROBERT J. MEYERS	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	KATHI L. MEYERS	208-733-5217	
Address:	1528 ADDISON AVENUE EAST TWIN FALLS, ID 83301		
Name:	RUBY C. VICTOR	208-733-5217	

Address: 1528 ADDISON AVENUE EAST
TWIN FALLS, ID 83301

2. Date of Priority: APR 19, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	03W	14	SE	SW			CANYON

5. Description of diverting works:
WELL & TURBINE PUMP DISCHARGES INTO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.030		

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

8. Total consumptive use is 560.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	03W	14	NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
Section Acres							160.0
Total Acres							160.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: LICENSE

Water Right Number - A63-07778

Adj. Flag Translation: Adjudication Temporary Work Area

Old (D) Number -

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

*** C - CURRENT OWNER ***
FARM CREDIT BANK OF SPOKANE1 - P.O. BOX 15367
2 -
3 -
City- BOISE State- ID Zip- 83715
Phone - 208-343-7782*** O - ORIGINAL OWNER ***
MILLAR

BRYCE

1 - RT. 7, BOX 7380
2 -
3 -
City- NAMPA State- ID Zip- 83651
Phone - 208-000-0000+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
04/19/1973 14 ERROR IN REGION L - LICENSE+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER+ - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

02N 03W 14 SE SW (27) CANYON

+ - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 03/15 11/15 2.030

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
2.030 560.0+ - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

<40?	02N	03W	14	NE SE	40.0	01	IRRIGATION	(27) CANYON
	02N	03W	14	NW SE	40.0	01	IRRIGATION	(27) CANYON
	02N	03W	14	SW SE	40.0	01	IRRIGATION	(27) CANYON
	02N	03W	14	SE SE	40.0	01	IRRIGATION	(27) CANYON

Total Acres: 160.0

+ - - Diversion Means - WELL & TURBINE PUMP DISCHARGES INTO MAINLINE TO SPRINKLER IRR.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

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

Water right number - A63-07778

Adj. flag translation: Adjudication Temporary Work Area

+ - - - - Old Water Right Numbers - - - - - +

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

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

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - -Comments- - - - - +
No Comments Found

+ - - Audit Fields - 12/28/89 BEARDSLE

+ - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	~ 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 05/20/1985	Old Judicial District	-
Claim Received Date	- 12/28/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
Claims Tape Error Flg	-	Receipt Number	- N003518	Water District	-
Fee Exempt Flag	-	POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	-



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

February 28, 1991

H.R., Golda D., Edward Ray,
Susan L., and Rodney Montierth,
and Wilford Nolan and Ruby C. Victor,
and Robert J. and Kathi L. Meyers
1528 Addison Avenue East
Twin Falls, ID 83301

RECEIVED
MAR 05 1991

RE: Snake River Basin Adjudication (SRBA)
Canyon County - Claims #A63-03232, A63-03599A,
A63-03599B, A63-03557A, A63-02879, A63-07825,
A63-07156A, A63-03597A, A63-03589 & A63-07778

Department of Water Resources
Water Rights Section

Dear Claimants:

Notice of the change in ownership of the above-referenced water rights has been received. The Claim to Water Rights records of the Department have been changed to reflect such notice.

Claims prepared from the Agency's computer are enclosed for your review and records. If you find the address is incorrect, please contact us.

Yours truly,

John D. Carlson
Adjudication Supervisor

JDC:sf:west

Enclosures:

Claims Referenced Above

CHANGE IN OWNERSHIP

[] Water Right Number(s): ✓33561/63-3599B; ✓33559/63-3597; G-29632; ✓63-7156;
✓33561/63-3599A; ✓63-7825; ✓33528/63-3589; ✓33303/63-3557A
G-22446; ✓63-7778

[] Name and Address of
 Former Claimant: FEDERAL LAND BANK OF SPOKANE

W. 601 1st AVE., TAF-C5
SPOKANE, WA 99220

[] New Claimant(s): H.R. MONTIERTH, GOLDA D. MONTIERTH, EDWARD MONTIERTH,
SUSAN L. MONTIERTH, RODNEY KENT MONTIERTH, WILFORD NOLAN VICTOR,
RUBY C. VICTOR, ROBERT J. MEYERS, KATHI L. MEYERS

[] New Mailing Address: 1528 Addison Avenue East
Twin Falls, ID 83301

New Telephone Number: (208) 733-5217

[] Does the change in ownership result in a splitting of the
 water right claimed? yes ✓ no

If yes, then describe the portion of the water right that is
 now claimed by the new owner:

[] Attach proof of ownership
 Describe proof attached: COPY OF RECORDED WARRANTY DEED

[] Signature of New Claimant(s): SEE ATTACHED SIGNATURE PAGE

Date: 2-1-90

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

RECEIVED

OCT 24 1990

Department of Water Resources

AC 3-3597A

SIGNATURE PAGE, ATTACHED TO ALL CLOSING DOCUMENTS

HR Montierth

H.R. MONTIERTH, aka Herbert R. Montierth

Golda D. Montierth

GOLDA D. MONTIERTH aka Darlene R. Montierth

Edward Ray Montierth

EDWARD RAY MONTIERTH aka Ray Montierth

Susan L. Montierth

SUSAN L. MONTIERTH

Rodney Kent Montierth

RODNEY KENT MONTIERTH

Wilford Nolan Victor

WILFORD NOLAN VICTOR

Ruby C. Victor

RUBY C. VICTOR

Robert J. Meyers

ROBERT J. MEYERS

Kathi L. Meyers

KATHI L. MEYERS

WARRANTY DEED

GRANTOR, FARM CREDIT BANK OF SPOKANE, a corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto (1) H. R. MONTIERTH, also known as Herbert R. Montierth, and GOLDA D. MONTIERTH, also known as Darlene R. Montierth, husband and wife; EDWARD RAY MONTIERTH, also known as Ray Montierth, and SUSAN L. MONTIERTH, husband and wife; RODNEY KENT MONTIERTH, a single man; grantees collectively as to a one-third undivided interest; (2) WILFORD NOLAN VICTOR and RUBY C. VICTOR, husband and wife, grantees collectively as to a one-third undivided interest; and (3) ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife, grantees collectively as to one-third undivided interest, as tenants in common in the shares provided above, whose current address is Route 1, Kuna, Idaho 83634, as GRANTEE, and to grantee's heirs and assigns forever, all of the real estate located in Canyon County, State of Idaho, more particularly described on Exhibit A, attached hereto and incorporated herein.

Grantor does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the grantee, his heirs and assigns forever against the lawful claims of all persons.

Grantor warrants that it has complied with the applicable provisions of the Agricultural Credit Act of 1987.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, grantor has hereunto subscribed his name to this instrument this 2 day of February, 1990.

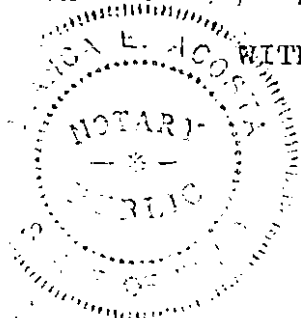
FARM CREDIT BANK OF SPOKANE

By: Daniel R. Huff
Authorized Agent

STATE OF IDAHO)
 (SS.
COUNTY OF Boone)

On this 2nd day of February, 1990, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Daniel R. Huff, known or identified to me to be the authorized agent of Farm Credit Bank of Spokane, the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and Official Seal.



E. A. Acosta
Notary Public for Idaho
Residing at Laurel, Idaho
My Commission expires:

8-11-93

EXHIBIT "A"

Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, Section 14:

South Half EXCEPT;

A part of the Southeast Quarter described as:

COMMENCING at the Northeast corner of said Southeast Quarter (East Quarter corner), monumented with an iron pipe, 2 inches diameter; thence

South $0^{\circ} 3'$ East 478.04 feet along the East boundary of said Southeast Quarter; thence

South $89^{\circ} 57'$ West 25 feet to the POINT OF BEGINNING; thence

South $89^{\circ} 57'$ West 396 feet; thence

South $0^{\circ} 3'$ East 220 feet parallel with the East boundary of said Southeast Quarter; thence

North $89^{\circ} 57'$ East 396 feet; thence

North $0^{\circ} 3'$ West 220 feet parallel with the East boundary of said Southeast Quarter to the POINT OF BEGINNING.

Section 15:

Southwest Quarter of the Southeast Quarter; Southeast Quarter of the Southwest Quarter; Northwest Quarter of the Southwest Quarter; Southwest Quarter of the Southwest Quarter; Northeast Quarter of the Southwest Quarter; Northwest Quarter of the Southeast Quarter; East Half of the Southeast Quarter.

Section 13:

Northwest Quarter of the Northwest Quarter.

Section 14:

Northeast Quarter of the Northeast Quarter; Northwest Quarter; Southeast Quarter of the Northeast Quarter; West Half of the Northeast Quarter;

EXCEPT:

A part of the Northwest Quarter, Section 14, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as:

COMMENCING at the Northeast corner of said Section 14 (section corner) monumented with a rebar, 5/8 inches diameter; thence

South $62^{\circ} 48' 15''$ West 4,462.39 feet to the POINT OF BEGINNING; said point bears

South $62^{\circ} 05' 00''$ East 1,480.17 feet from a found 3/8 inch pipe at the Northwest corner of the Southwest Quarter of the Northwest Quarter, Section 14 (North One-Sixteenth Corner), thence

North $89^{\circ} 54' 30''$ East 295.32 feet, thence

South $0^{\circ} 05' 30''$ East 295.00 feet, thence

South $89^{\circ} 54' 30''$ West 295.32 feet, thence

North $0^{\circ} 05' 30''$ West 295.00 feet to the POINT OF BEGINNING.

Section 10

South Half of the Northeast Quarter; Southeast Quarter of the Northwest Quarter; Northeast Quarter of the Southwest Quarter; South Half of the Southwest Quarter; West Half of the Southeast Quarter; Northeast Quarter of the Southeast Quarter; Southeast Quarter of the Southeast Quarter; Southwest Quarter of the Northwest Quarter; Northwest Quarter of the Southwest Quarter;

EXCEPTING THEREFROM:

That portion of the East Half of Section 10, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, described as:

BEGINNING at the section corner common to Section 2, 3, 10 and 11, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho; thence

South $0^{\circ} 4' 0''$ East 1,358.47 feet along the East section line (Basis of Bearing) to the REAL POINT OF BEGINNING; thence continuing

South $0^{\circ} 4' 0''$ East 1,298.48 feet to the quarter corner; thence

South $0^{\circ} 9' 27''$ East 1,818.74 feet along the section line to a point

North $0^{\circ} 9' 27''$ West 836.23 feet of the Southeast corner of said Section 10; thence

North $39^{\circ} 35' 0''$ West 421.13 feet; thence

North $19^{\circ} 39' 55''$ West 722.59 feet; thence

North $16^{\circ} 48' 33''$ West 201.19 feet; thence

North $37^{\circ} 3' 36''$ West 599.17 feet; thence

North $13^{\circ} 47' 14''$ West 527.44 feet; thence

North $0^{\circ} 54' 43''$ East 492.15 feet; thence

North $61^{\circ} 11' 12''$ West 315.87 feet; thence

North $21^{\circ} 40' 11''$ West 394.77 feet; thence

North $89^{\circ} 56' 0''$ East 1,431.45 feet to the POINT OF BEGINNING.

Section 15:

Northwest Quarter; Northeast Quarter.

Together with any and all tenements, hereditaments and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said property, however evidenced, including but not limited to Permit No. 63-9654 issued by the Water Resources Department of the State of Idaho

9002195

RECORDED

90 FEB 6 PM 12 06

NED J KEAR

CANYON CNTY RECORDER

BY *C. Smith*

REQUEST PIONEER - NARA

TYPE *Shad* 12

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: A63-07778
Date Received: 12/20/1989
Receipt No: N-3518
Received By: AB

RECEIVED
JAN 02 1990

Department of Water Resources
Western Regional Office

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: FARM CREDIT BANK OF SPOKANE 208-343-7782
Address: P.O. BOX 15367
BOISE, ID 83715

2. Date of Priority: APR 19, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	03W	14		SE	SW		CANYON

5. Description of diverting works:
WELL & TURBINE PUMP DISCHARGES INTO MAINLINE TO SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.030		

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

8. Total consumptive use is 560.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	03W	14	NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0

Section Acres 160.0

A63-07778

Page 1

Date: 12/28/89

10. Place of Use: Continued

Total Acres 160.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: LICENSE

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)
County of _____) ss.

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

of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

16. Signatures(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: 2

For Organizations

I do solemnly swear or affirm that I am the Senior Engineer-Appraiser of Farm Credit Bank of Spokane, that I have signed the foregoing document in the space below as Senior Engineer-Appraiser of Farm Credit Bank of Spokane and that the statements contained in the foregoing document are true and correct.

Herbert J. Sanders
(Signature of authorized Agent)

Senior Engineer-Appraiser
Farm Credit Bank of Spokane
(Title and Organization)

12/28/89
(Date)

State of Idaho)
County of Kootenai) SS.

Subscribed and sworn (or affirmed) before me this 28th day of Dec.,
19 89.

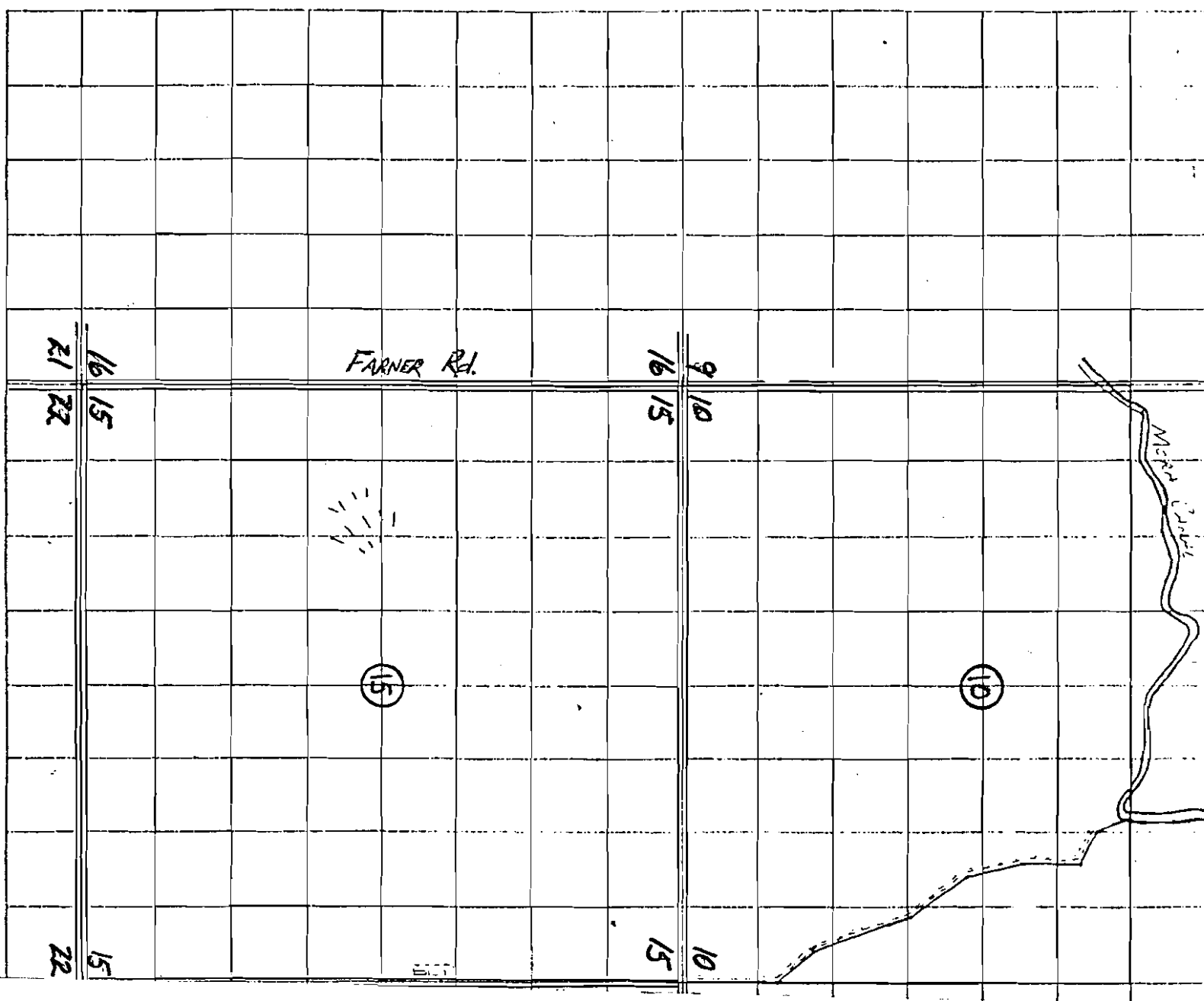
Alta Beardslee

Notary Public

Residing at Rathbun

My Commission Expires: 7/20/94

SEAL



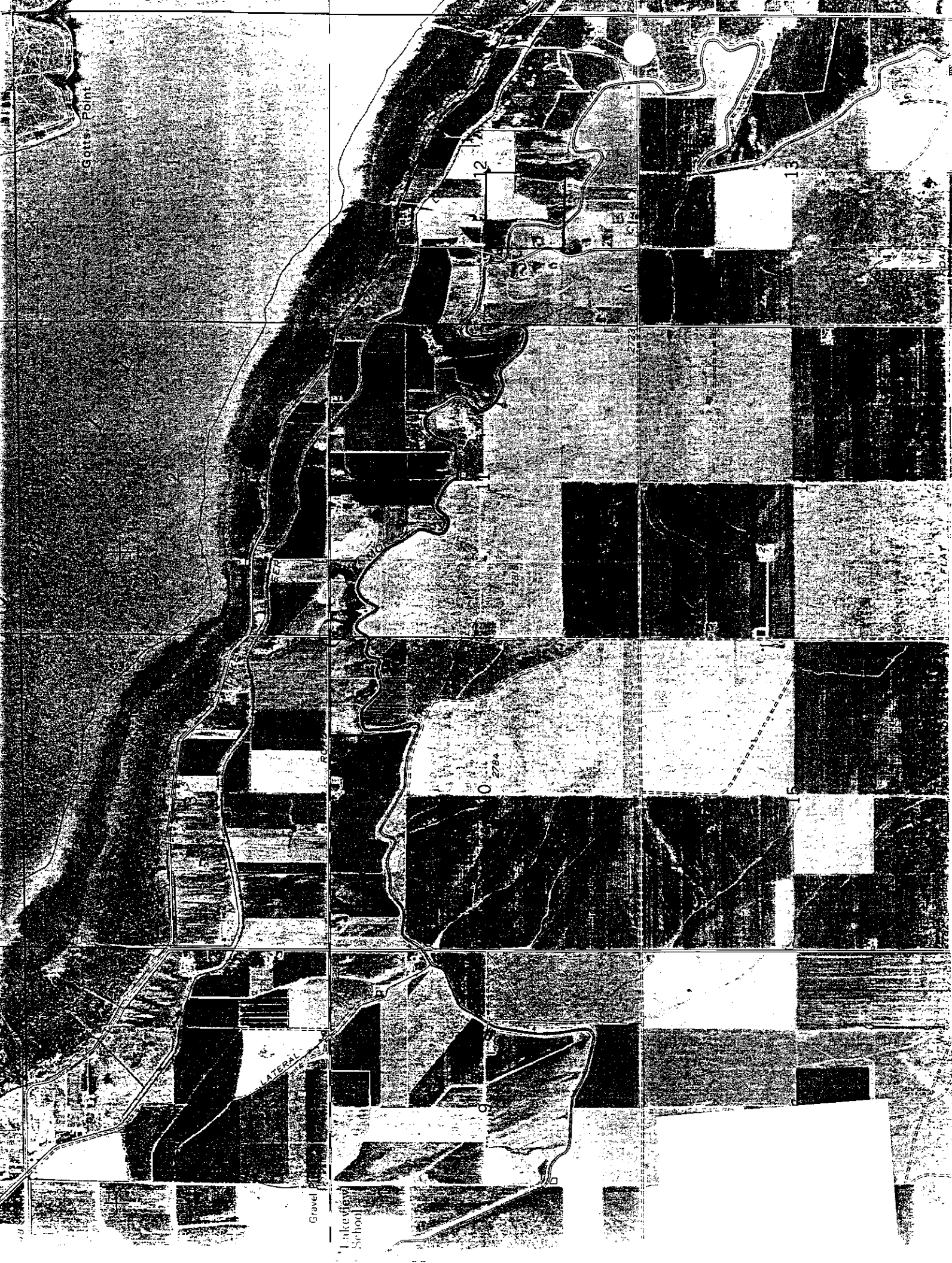
Water Right No.	Twp.	Range	Sec.	NE 1/4				NW 1/4		
				NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼
63-03597A	02N	03W	10			36	7			37
TOTAL ACREAGE FOR THE QUARTER-QUARTER						36	7			37
63-03557A	02N	03W	13						38	
TOTAL ACREAGE FOR THE QUARTER-QUARTER									38	
63-03232	02N	03W	14	26						
63-03589	02N	03W	14	39				39	40	
63-03599A	02N	03W	14	14						
63-03599B	02N	03W	14							
63-07156A	02N	03W	14		40	40	40			
63-0777B	02N	03W	14							
TOTAL ACREAGE FOR THE QUARTER-QUARTER				39	40	40	40	39	40	
63-02879	02N	03W	15							
63-03597A	02N	03W	15					39	38	39
63-03599B	02N	03W	15							
63-07825	02N	03W	15							
TOTAL ACREAGE FOR THE QUARTER-QUARTER								39	38	39

The following water rights are used in the farming of a single operation

63-02879	63-03599A
63-03232	63-03599B
63-03557A	63-07156A
63-03589	63-0777B
63-03597A	63-07825

This document is provided to illustrate all water rights used on this farm and to show common place of uses for some of the adjudication claims. The points of diversion are interconnected with the mainline system.





Gotts Point

12

2784

LATERAL

Gravel

Lakedew School

are not mentioned in deed

MS

2 N 3 W

14 all SW W 1/2 - A63-03599B, A63-03589 (all)

all SE A63-07778

✓ NE NE A63-03599A, A63-03232

all NW A63-03589

SE NE

NW NE } A63-07156A

SW NE }

15 SW SE A63-03599B

SE SW

✓ NW SW } A63-07825

SW SW

NE SW A63-03599B

NW SE

NE SE } A63-03599B

SE SE }

all NE A63-03597

all NW A63-03597

} A63-02879

✓ 13 NW NW A63-03557A

✓ 10 SW NE } A63-03597

SE NE

SE NW A63-03597

NE SW

SW SW } A63-03597

SE SW

NW SE

SW SE } A63-03597

NE SE

SE SE }

SW NW A63-03597

NW SW A63-03597

02/24/2006

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

RIGHT NUMBER: 63-7778B

NAME AND ADDRESS: SKY RANCH INC
3305 AIRPORT RD
NAMPA ID 83687

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.010 CFS
355.500 AFY

PRIORITY DATE: 04/19/1973

POINT OF DIVERSION:

T02N R03W S14 NESE Within CANYON County

T02N R03W S14 NESE Within CANYON County

2 points of diversion located in T02N, R03W, S14, NESE.

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

3/15 11/15

1.010 CFS
355.50 AFY

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within CANYON County

T02N R03W S14 NESE 39.00 T02N R03W S14 NWSE 40.00

79 ACRES TOTAL

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: BASIS OF CLAIM - License

02/24/2006

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

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.

Failure of the right holder to comply with the conditions of Transfer 5664 is cause for the Director to rescind approval of the transfer.

Property also known as Lots 1-28, Blk. 1 and Lots 1-9, Blk. 2 Sky Ranch Estates

The total instantaneous diversion of water from all points of diversion under Transfer 5664 shall not exceed 1.01 cfs, nor total combined annual volume of 355.5 af.

The right holder shall accomplish the change authorized by Transfer 5664 within one (1) year of the date of this approval.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

NAME OF APP:

INFORMATION WITHIN CANYON CANYON

SECTION OF APP:
BARBORN VAD

IRRIGATION

1912 1 1/2

17070 CFS

BARBORN VAD

BARBORN VAD

CHARTER

NAME OF DIAMETER:

DIAMETER VAD:

04/12/1913

DIAMETER:

322'000 VAD
1'0'0 CFS

SOURCE:

CHARTER VAD

1912-1913

NAME AND ADDRESS:

WYNNIE L. BROWN
2300 WYNNIE L. BROWN RD
SALT LAKE CITY, UT

PHONE NUMBER:

801-461-1111

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

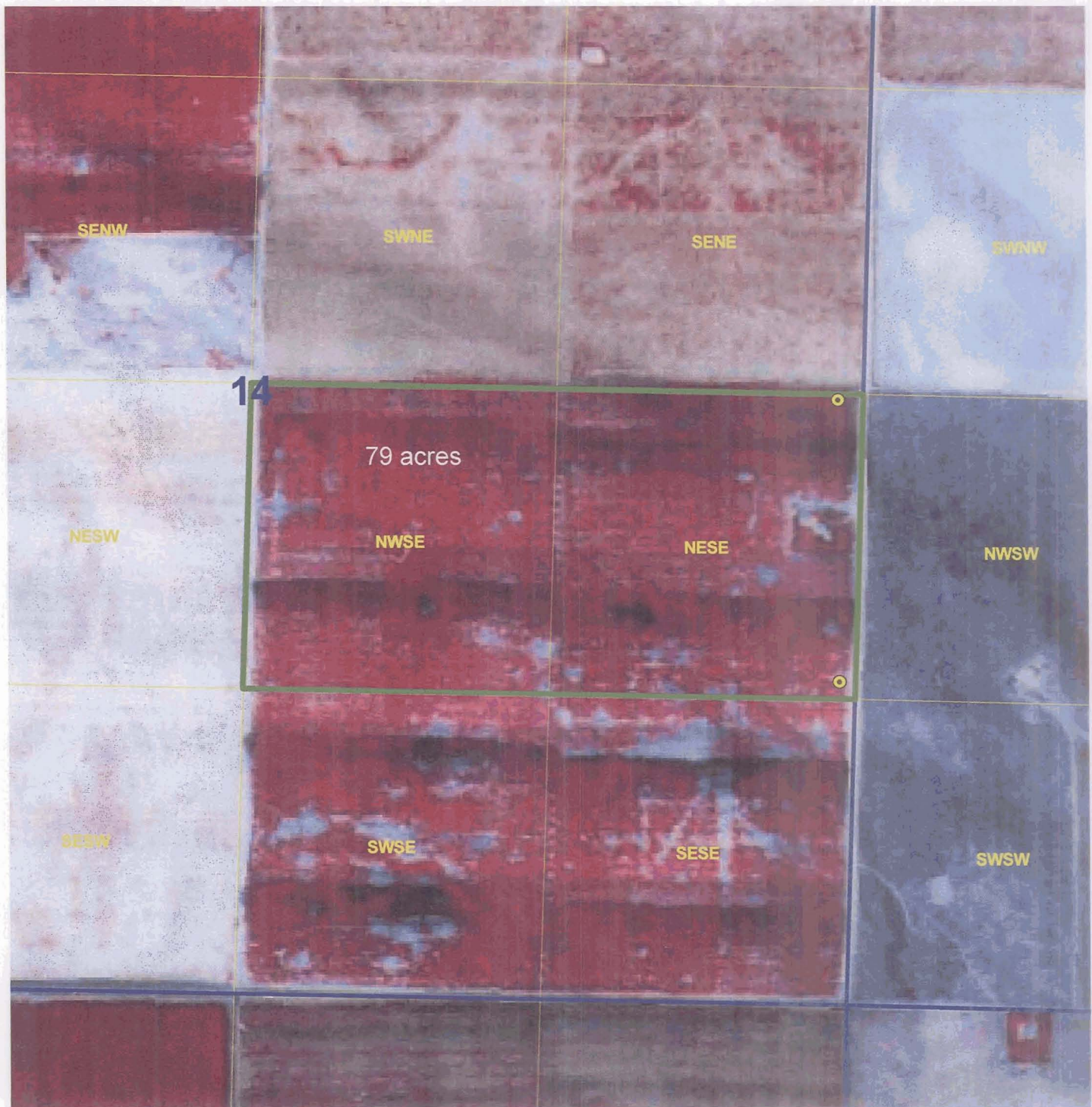
IDaho DEPARTMENT OF WATER RESOURCES

05/14/2006

Idaho Department of Water Resources

63-7778B

T02N R03W S14



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



IDWR
Prepared by: Sandy Egbert
1987 NAAP Photography

400 0 400 800 1200 1600 Feet

CLAIMANT'S NAME: Montierth, Victor, & MeyersDATE: 2/21/91COUNTY: CanyonEMPLOYEE: Marci Sterling2 acres in NE"SE" & 2 acres in SE"NW" of Section 14 T2NR3W are owned by other people with homes & domestic wellson the property, according to Daniel Huff @ Farm Credit Services.Please check this during field exam for each claim.

MICROFILMED

AUG 21 1992



Farm Credit Services
Caldwell

423 Blaine Street
P.O. Box 310
Caldwell, Idaho 83606-0310
208/459-4677
888-7369 (Meridian No.)
1-800-244-4127 (in state only)
208/459-4663 FAX

January 31, 1991

John D. Carlson
Adjudication Supervisor
Idaho Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720-9000

RECEIVED
FEB 1 1991
Department of Water Resources

RE: Snake River Basin Adjudication (SRBA)
Canyon County, Water Right 63-07778, 63-03589,
and 63-03597

Dear John:

As we discussed yesterday on the telephone, Farm Credit Bank sold the Millar place to Herb Montierth, Nolan Victor, Robert Meyers, et al. Farm Credit Bank has a mortgage on the land sold.

Claims No. A63-07778 and A63-03589, as you described in your January 11, 1991 letter, each described 40 acres of irrigated land in the NE 1/4 SE 1/4 and the SE 1/4 NW 1/4 of Section 14, respectively. 2 acres of each 40 acre tract are excluded from the deed to Montierth, et al. On each of these 2 acre exceptions are houses owned by other people. Farm Credit Bank never owned these tracts of land. To my knowledge, these homeowners obtain their water from domestic wells located on their property. They do not receive water from the wells or irrigation system on the farm.

Claim No. A63-03597 describes 338 acres in Section 11 that are not included in the deed from Farm Credit Bank to Montierth. Those acres were never owned by Farm Credit Bank and last I knew these lands were owned by Jensen Estate. The contact person for Jensen Estate is Eb Evans, 362-9411. The last address I have for Eb Evans is 9990 Roan Meadows Drive, Boise, Idaho 83709.

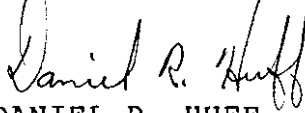
Last spring, the buyers filed suit against Jensen Estate relative to the water rights. Although Farm Credit Bank has not been served, I read in the paper that they have filed a lawsuit against us.

MICROFILMED
AUG 2 1992

Once you have reviewed the water rights with your legal counsel,
please let me know what you suggest.

Sincerely,

FARM CREDIT SERVICES - Credit

A handwritten signature in cursive script, appearing to read "Daniel R. Huff".

DANIEL R. HUFF
Senior Credit Officer

DRH:sf

MICROFILMED

AUG 21 1992

CLAIMANT'S NAME: Montiel (Don Huff, Team Credit Sur. Collected) DATE: 1/30/91
COUNTY: Pomona
EMPLOYEE: J PC

Mr. Huff indicated the areas selected out in 2 rows are not as were
not used by them previously. Sec. 14

The larger area in Sec. 11 may be owned by Jensen & states

Mr. Huff indicated they may be used by Montiel and Montiel has
already gone to court with Jensen regarding water rights

He will put together in a letter what we discussed and will
present to ~~Don~~ Don & Lynn. what the best asset to take might be.

MICROFILMED

AUG 21 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

January 11, 1991

R. KEITH HIGGINSON
DIRECTOR

Federal Land Bank of ~~Spokane~~ *Montiel*
W. 601 1st Ave., TAF-C5
Spokane, WA 99220

RE: Snake River Basin Adjudication (SRBA)
Canyon County, Water Rights 63-07778, 63-03589,
& 63-03597

Dear Claimant:

We are writing with regard to the Change in Ownership Form which we received from you. There are a few items which will require clarification before the completion of the change of ownership of the water right claims listed above.

On the form which you returned to our office, you stated that the change in ownership does not result in a splitting of the water rights claimed. However, there are some lands which you have claimed as being irrigated, but are not included in the deed we received from you. I have enclosed a map showing in purple those acres covered by the deed, and in pink the acres not included in the deed, but listed in the above claims as irrigated acres.

If these acres are not irrigated, they should be removed from the claims in question. If the acres are irrigated, the claims must be split so that those portions of the water rights reflect the proper ownership.

Claims #A63-07778 and #A63-03589 each describe 40.0 acres of irrigated land in the NE1/4SE1/4 and SE1/4NW1/4 of Section 14, respectively. Two acres of each forty-acre tract are excluded from the deed and do not appear to be irrigated. Please confirm as to whether those acreages are irrigated and whether total diversion rates and acres should be reduced, or should each claim be split to reflect a different owner for those parcels.

Claim #A63-03597 describes 338.0 acres in Section 11 which are not mentioned in the deed. If those acres are owned by you and are irrigated, please indicate the number of

MICROFILMED

AUG 21 1992

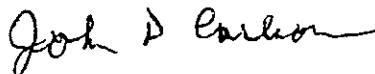
Federal Land Bank of Spokane
January 11, 1991
Page 2 - Canyon County

acres you irrigate and the portion of the total diversion rate which is used on those acres. When you supply us with the rate of diversion and acres, we will generate a split for this right and send to you for your approval. The quarter-quarters are listed as follows:

Section 11	SW	NW	36 Acres
	SE	NW	26
	NE	SW	40
	SW	SW	39
	SE	SW	39
	NW	SE	40
	SW	SE	39
	SE	SE	39

Please send the information to this office to my attention. Please respond to our questions before February 11, 1991. Do not hesitate to contact this office if you have questions or concerns.

Sincerely,



John D. Carlson
Adjudication Supervisor

JDC:MS:sf:state:tf

Enclosures:

Photocopy-Orthoquad Map
Proof Reports - Claims #A63-07778,
A63-03589, A63-03597

cc: H.R. Montierth

MICROFILMED
AUG 21 1992



Farm Credit Services
Caldwell

423 Blaine Street
P.O. Box 310
Caldwell, Idaho 83606-0310
208/459-4677
888-7369 (Meridian No.)
1-800-244-4127 (in state only)
208/459-4663 FAX

November 13, 1990

RECEIVED
NOV 14 1990

Department of Water Resources

re: *Harb Montierth*

John D. Carlson
Adjudication Supervisor
State of Idaho
Department of Water Resources
1301 North Orchard
Statehouse Mail
Boise, Idaho 83720

RE: Snake River Adjudication (SRBA)
CANYON COUNTY, WATER RIGHTS 63-3599B, 63-3499A,
63-3597, 63-3232, 63-7825, 63-7156A, 63-3589, 63-3557A,
63-2879 & 63-7778

Dear Mr. Carlson:

Enclosed is the completed, executed Change In Ownership and a copy of the recorded Warranty Deed from Farm Credit Bank Of Spokane to H. R. Montierth, et al.

If you have any questions please call.

Sincerely,

FARM CREDIT SERVICES - Credit

Shirley Farrar

SHIRLEY FARRAR
Loan Processing Assistant

MICROFILMED
AUG 21 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

October 29, 1990

re Herb Mathews

Federal Land Bank of Spokane
W. 601 1st Ave., TAF-C5
Spokane, WA 99220

RE: Snake River Basin Adjudication (SRBA)
Canyon County, Water Rights 63-3599B, 63-3599A,
63-3597, 63-3232, 63-7825, 63-7156A, 63-3589,
63-3557A, 63-2879 & 63-7778

Dear Sirs:

We are returning the Change in Ownership of the above-referenced water rights. Before the Notice of Claim records can be updated to reflect the new ownership, we must have a copy of the signed deed showing complete legal description(s) of the property or the signature of the former claimant(s).

I have enclosed a blank Change of Ownership form for your possible use.

Upon receipt of the Deed copy, Notices of Claim will be prepared from the Agency's computer and sent to the new owners for their review and records.

Yours truly,

John D. Carlson

John D. Carlson
Adjudication Supervisor

JDC:sf:state

Enclosure:

Change in Ownership

Blank Change in Ownership Form

MICROFILMED
AUG 21 1992