

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 63-3322
Date Received: 2/27/1990
Receipt No: W009727
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

STEVEN A VANDER WERFF
2441C S POWERLINE
MELBA ID USA 83641

Phone: (208) 495-1616

VICKIE A VANDER WERFF
2441C S POWERLINE
MELBA ID USA 83641

Phone: (208) 495-1616

2. Date of Priority: 12/31/1962

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	02W	22	NE SE	CANYON	

5. Description of diverting works:

8" CASED WELL, 400+' DEEP, 40 HP PUMP FOR SPRINKLER IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	10/31	0.67	205.7

7. Total Quantity Appropriated is:

0.67 C.F.S. and/or 205.7 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
01N	02W	22	NE	SE		IRRIGATION	34.5
			NW	SE		IRRIGATION	11.2
						Section Acres	45.7
						Total Acres	45.7

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:

Ownership changed by DH 6/28/2002

15. Basis of Claim: License

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

RECEIVED
JUL 31 2001
WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-3322	63-3322	—			—
63-21260	63-21260	—			—
		—			—
		—			—
		—			—

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
 PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

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

Marvin Ralph Doser and Betty L. Doser

4. New Owner/Claimant(s)

Steve VanderWerff and Vickie VanderWerff

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

2441 C. S. Power line

City, State and ZIP Code

Melba, ID 83641

New Telephone Number

(208) 495-1616

5. Date you acquired the property

9/28/00

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

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

For Office Use Only

Received by <u>RB</u>	Date <u>7-31-01</u>	Fee <u>\$25 -</u>
Received by <u>RB</u>	Date <u>7-31-01</u>	Receipt No. <u>W028102</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

①
INSTRUMENT NO. 200034472

PV60409

WARRANTY DEED

FOR VALUE RECEIVED MARVIN RALPH DOSER and BETTY L. DOSER,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto Steve Vander Werff and VICKIE
Vander Werff, husband and wife

the Grantees, whose address is 2441C S. POWERLINE RD, MELBA, ID 83641

the following described premises, to-wit:

The Northeast Quarter of the Southwest Quarter; and the North
One-Half of the Southeast Quarter, all in Section 22, Township 1
North, Range 2 West, Boise Meridian, Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, heirs and assigns
forever. And the said Grantor 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 2000 and
subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same
from all lawful claims whatsoever.

DATED: September 28, 2000

Marvin Ralph Doser
MARVIN RALPH DOSER

Betty L. Doser
BETTY L. DOSER

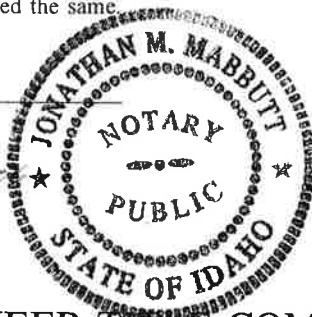
STATE OF IDAHO
COUNTY OF CANYON

On this 29th day of SEPTEMBER, 2000, before me, a notary
public, personally appeared MARVIN RALPH DOSER AND
BETTY L. DOSER, known or identified to me to be the person(s)
who(se) name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same.

Jonathan M. Mabbitt
Notary Public

Residing at *Meridian*

My commission expires: *4-25-2001*



BY *Joel Hales*
CANYON COUNTY RECORDER

00 OCT 2 PM 3 55

RECORDED

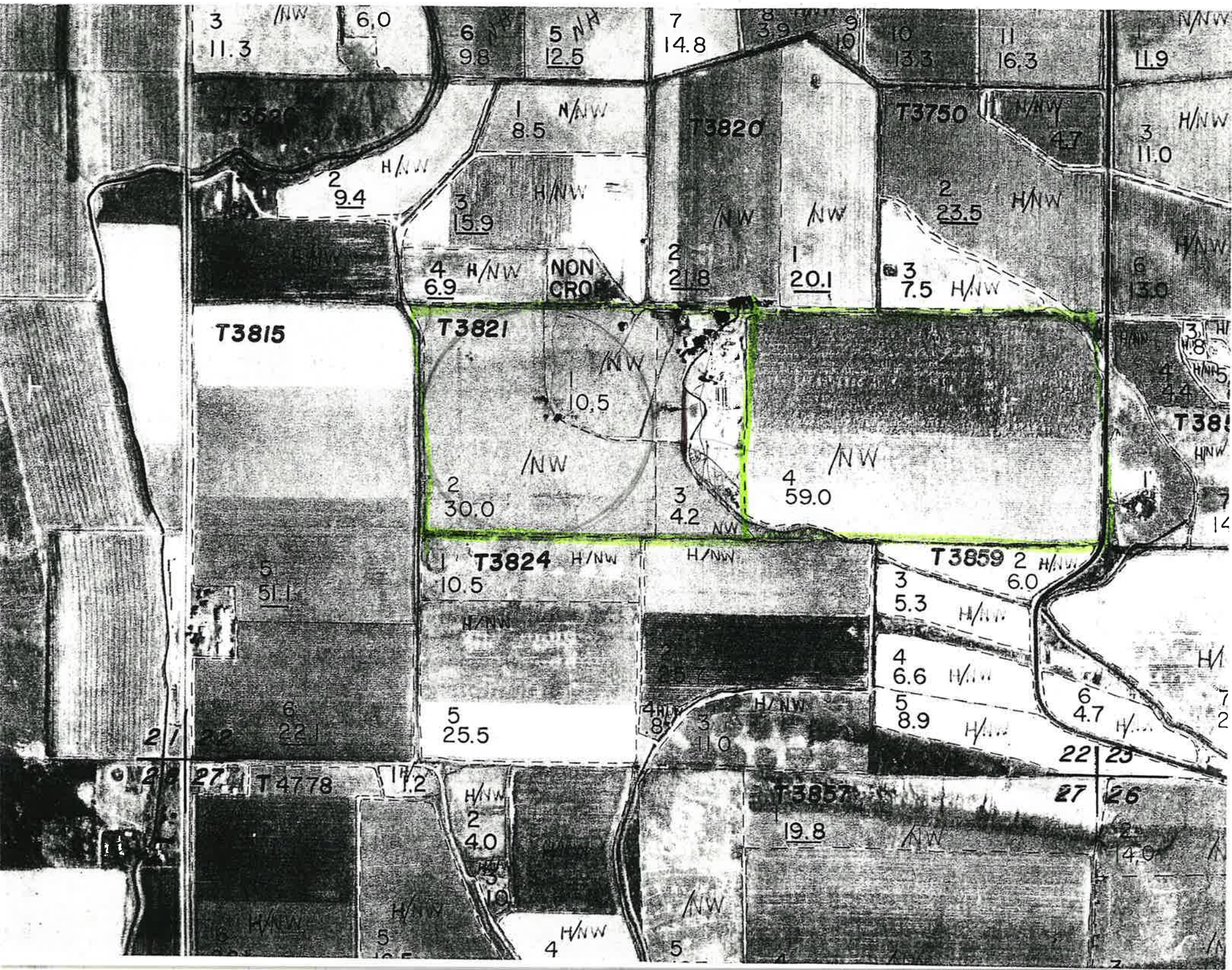
200034472

REQUEST PIONEER-NAMPA
TYPE *Deed* FEE *3.00*

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605



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: A63-03322
Date Received: 2/27/1990
Receipt No: 2008727
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MARVIN RALPH DOSER 208-495-2262
Address: 2441C SOUTH POWERLINE RD.
MELBA, ID 83641

OR
Name: BETTY L. DOSER 208-495-2262
Address: 2441C SOUTH POWERLINE RD.
MELBA, ID 83641

2. Date of Priority: DEC 31, 1962

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	02W	22	NE	SE			CANYON

5. Description of diverting works:
8" CASED WELL, 400+' DEEP, 40 HP PUMP FOR SPRINKLER IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.670		205.70

7. Total Quantity Appropriated is:
0.670 C.F.S. (and/or) 205.70 A.F.A.

8. Total consumptive use is 161.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	02W	22	NE	SE		IRR	34.5
			NW	SE		IRR	11.2
						Section Acres	45.7
						Total Acres	45.7

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:
CLAIM NO. A63-21260 - DOMESTIC WELL.

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 30867

16. Signature(s)

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

Number of attachments: 3

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): Betty L. Doser Date: 2/27/90

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 27th day

of February 19 90

Seal

Jan Skute
Notary Public

Residing at Meridian ID
My Commission Expires 9-14-94



AUG 19 1992

MICROFILMED

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

Permit No. G-30867

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

1. Name of applicant J. SHERAL JOHNSTON
2. Source of water supply: subterranean
3. Location of point of diversion: Is in the NE 1/4 of Section 22
T. 1 N R. 2 W County of Canyon
4. Describe works as they exist, giving dimensions and capacities of same:
40 HP US Hollowshaft # 3597896 Peerless
vert turbine # 97129 6" discharge 10'
through earth ditches
5. Water is used for: irrigation
6. State whether or not water has been turned into works of diversion: yes

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

N 1/2 SE 1/4 sec. 22, T. 1 N, R. 2 W, B.M.

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

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

Remarks: Mrs. J. SHERAL JOHNSTON CONTACTED

measured @ discharge pipe
spring meter measurement used 7/20-15 sec
Q = 67 cfs

This examination was made on the 23 day of April 19 55

(Signed) _____

Exam (att)

MICROFILMED

APR 19 1955

230867

PLAT 1
OR

AUG 19 1992

MICROFILMED





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 28, 2002

STEVE VANDER WERFF
VICKIE VANDER WERFF
2441-C S POWERLINE
MELBA ID 83641

Re: Notice of Claim to a Water Right No. 63-3322

Dear Claimant(s):

Enclosed is a copy of the above referenced claim, which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

Please note, the ownership change information has also been sent to our State Office for processing of water right number 63-21260, as it has already been decreed by the SRBA Court and the information is at that office.

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

Sincerely,

A handwritten signature in cursive script that reads "Denise Hatfield".

Denise Hatfield
Office Specialist 1
Adjudication Section
Western Region Office

DH: dh

Enclosure

ADJUDICATION CLAIM CHECKLIST

NOTICE OF CLAIM NO.

A63-03322

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

DATA ENTRY COMPLETED
BY _____ DATE _____

FINAL RECOMMENDATION
BY _____ DATE _____

*IF REQUIRED HAS EVIDENCE OF PRIORITY BEEN
SUBMITTED - YES _____ NO _____.

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

COMMENTS: _____

VERIFICATION CODES

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

WR5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

06/23/95 00:05:47

Page 1

Water Right Number - 63-03322 ✓

Prefix Translation: WATER RIGHT

Old (D) Number - 30867 ✓

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

*** C - CURRENT OWNER ***
JOHNSTON

J. SHERAL

1 -
2 -
3 -

City- MELBA
Phone -

State- ID Zip- 83641

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
12/31/1962 ✓ 14 WESTERN L - LICENSE ✓

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

TwN	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion	Diversion Name	Diversion Rate	Diversion No.
01N ✓	02W ✓	22 ✓	NE SE ✓			(27) CANYON ✓				

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION ✓		04/01 ✓	10/31 ✓	0.670 ✓	205.70 ✓

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
0.670 ✓ 205.70 ✓

TwN	Rng	Sec	Tract	Lot	Acres	Code	Description	County
01N ✓	02W ✓	22 ✓	NE SE ✓		~~34.0~~ 34.5	01	IRRIGATION ✓	(27) CANYON ✓
01N ✓	02W ✓	22 ✓	NW SE ✓		~~11.0~~ 11.2	01	IRRIGATION ✓	(27) CANYON ✓

Total Acres: ~~45.0~~
45.7

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
AC. IRR.=45.7. ✓

+ - - - - 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

WATER LICENSE

Water License No. G-30867 Priority December 31, 1962 Amount 0.67 c.f.s.

THIS IS TO CERTIFY, that J. SHERAL JOHNSTON
 of Melba, Idaho, made application for a permit to appropriate the public waters of
 the State of Idaho, dated December 31, 1962; that Permit G-30867 was issued pursuant
 to said application; that the proposed works were completed on or about 1962,
 with a storage/or carrying capacity of 0.67 c.f.s., said works consisting of well,
pump and earth ditches; and that on January 6, 1968,
 proof was made to the satisfaction of the State Reclamation Engineer, of the beneficial use of 205.7
 acre feet per season, with a maximum rate of diversion of 0.67 cubic feet per second of the waters
 of ground water, tributary of _____,
 for the purpose of irrigation from April 1 to October 31;
 and for _____ from _____ to _____; and for
 _____ from _____ to _____; and that the use
 of said waters has been made in accordance with the laws of Idaho, and is hereby confirmed by the State Recla-
 mation Engineer and entered in the records of the Idaho Department of Reclamation: the point of diversion is
 located in NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 22, T. 1 N., R. 2 W., B.M., and
 other additional points _____, in the County of
Canyon; and that the amount of water to which such right is
 entitled and which is hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially
 used for said purposes and shall not exceed 205.7 acre feet per year.

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 $\frac{1}{4}$	
<u>1 N</u>	<u>2 W</u>	<u>22</u>													<u>34.5</u>	<u>11.2</u>			<u>45.7</u>

Total number of acres irrigated 45.7

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

Witness the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

21st day of March, 19 69.

R. Paul H. [Signature]
 State Reclamation Engineer

63 3322

30867

63-3322

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 38949
Permit No. G- 30867
District No.

1. Name of Applicant: J. Sheral Johnston
Postoffice address: Melba County: Canyon State: Idaho
2. Quantity of water claimed: 1.2 sec. ft.
 - (a) Rate of withdrawal in cubic feet per second or Idaho
Miners' inches or gallons per minute
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Subterranean
4. Location of point of diversion or well is in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22
Twp. 1 N , Rge. 2 W , B.M., County of Canyon
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.
7. Kind of works: Well
8. Estimated cost of works: \$ 1000
9. (a) Is reservoir to be used?
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is 5 years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash on hand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) 1.2 (cubic feet per second, inches or gallons per minute) is for new lands.

Twp.	Range	Sec.	NE¼	NW¼	SW¼	SE¼	Totals
			NE¼ NW¼ SW¼ SE¼	NE¼ NW¼ SW¼ SE¼	NE¼ NW¼ SW¼ SE¼	NE¼ NW¼ SW¼ SE¼	
1. N	2 W	22				X X	60

LICENSE ISSUED FOR 0.67 SEC. FT.
LICENSE PAGE NO. _____

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

Permit No. G-30867

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

1. Name of applicant J. SHERAL JOHNSTON

2. Source of water supply: subterranean

3. Location of point of diversion: Is in the NE 1/4 of Section 22

T. 1 N R. 2 W County of Canyon

4. Describe works as they exist, giving dimensions and capacities of same:

40 HP VS HOLLOSWART # 3597896, PERLESS
VERT TURBINE # 197129, 6" DISCHARGE 10' -
THROUGH EARTH DITCHES

5. Water is used for: irrigation

6. State whether or not water has been turned into works of diversion: YES

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

N 1/2 SE 1/4 sec. 22, T. 1 N, R. 2 W, B.M.

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

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

Remarks: MRS. J. SHERAL JOHNSTON CONTACTED

MEASURED @ DISCHARGE PIPE

STARTING WATER MEASUREMENT USED 1/10-15 sec

Q = 0.67 c.f.s.

This examination was made on the 23rd day of April, 1968

(Signed) Don Reynolds Examiner.

30867 PLAT 2
DR

J. Sheral Johnston
Melba, Idaho

well and open ditches
480' x 10"
H - 170'
Q - 1.2 c.f.s. (weir)

Permit No. G-30867

Examination for Completion of Works and Beneficial Use

County Canyon

Sec. 22 T. 1 N. 2 W.

Quantity: 1.2 c.f.s.

Source: 63-
subterranean

P.D.: NE $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 22, T. 1 N, R. 2 W, B.M.

Use: irrigation

Extension:

Protest:

Completion of Works:

Other Rights: none

Filed: December 31, 1962

Due: January 8, 1968

Made: January 6, 1968

Priority: December 31, 1962

INSTRUCTIONS TO EXAMINERS

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

T / N

11.2 34.5
0

15.7 acres

AREA - 15.7 acres

SUBD - 2

Q - .67 c.f.s.

$4.5 \times 15.7 = \text{irrigation requirement / year} = 70.65 \text{ ac-in / year}$
 $(70.65 \text{ ac-in / year} \div 12 \text{ in / ft}) = 5.89 \text{ ac-ft / year}$

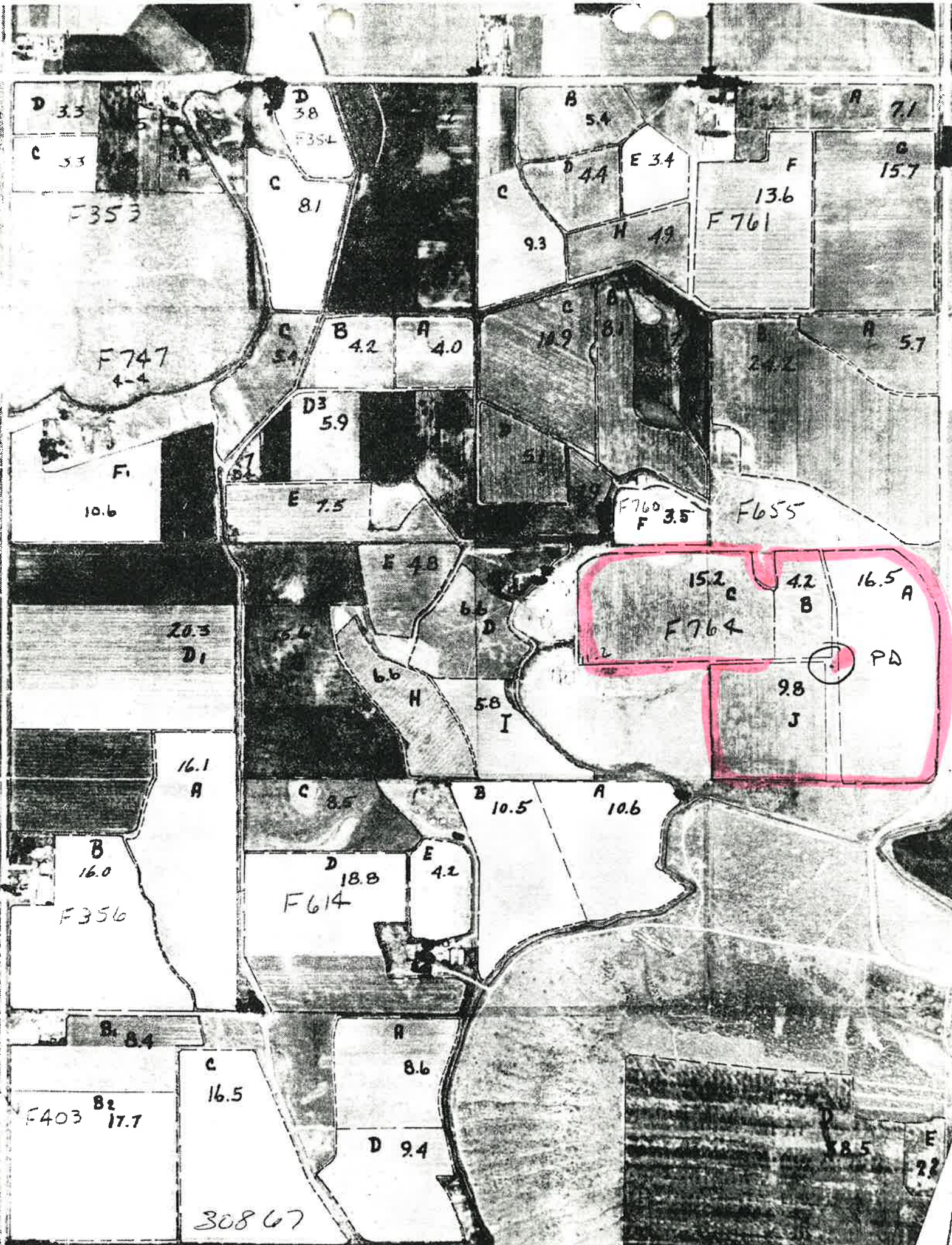
Form 23
2M-4-65

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

PERMIT NO. G-30867

REPORT ON PROOF OF Completion of Works and Beneficial Use



D 3.3

C 5.3

D 3.8

F354

C 8.1

B 5.4

A 7.1

D 4.4

E 3.4

C 15.7

C 9.3

H 4.9

F 13.6

F761

F747

4-4

C 5.4

B 4.2

A 4.0

C 10.9

B 8.1

B 24.2

A 5.7

D3 5.9

F 10.6

E 7.5

F760

F 3.5

F655

E 4.8

D 6.6

15.2
C
F764

4.2
B

16.5
A

PD

9.8
J

20.3
D1

16.1
A

C 8.5

B 10.5

A 10.6

B 16.0

D 18.8

E 4.2

F614

B 8.4

A 8.6

C 16.5

F403

B2 17.7

D 9.4

B 8.5

E 7.2

30867

RECEIVED

JUL 30 2007

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED

DEPARTMENT OF
WATER RESOURCES
RECEIVED

AUG 27 2007

DEPARTMENT OF
WATER RESOURCES

1. Water Right No(s): 63-3322
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
Pacific Intermountain Mortgage Co.
2420 Main St
Baker City, OR 97814
4. Name of Water Right Owner/Claimant(s) Steven & Vickie Vanderwerff
5. Expiration Date of Notification Period n/a
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) Kim Hite
(and title if applicable) Office Manager

For Office Use Only

Received by <u>[Signature]</u>	Date <u>7-30-07</u>	Fee <u>\$25-</u>
Received by <u>[Signature]</u>	Date <u>"</u>	Receipt No. <u>W035693</u>
Processed by <u>[Signature]</u> AJ	Date <u>8-23-07</u>	WR _____ Date _____

SCANNED

AUG 27 2007

MALHEUR FEDERAL CREDIT UNION

Mortgagor(s):
STEVEN A. VANDERWERFF
VICKIE A. VANDERWERFF
2441 S. POWERLINE ROAD
MELBA, ID 83641

Mortgagee(s):
Malheur Federal Credit Union
c/o Pacific Intermountain Mortgage Co.
2420 Main St.
Baker City, OR 97814

REAL ESTATE MORTGAGE

THIS MORTGAGE is made and entered into by STEVEN A. VANDERWERFF and VICKIE A. VANDERWERFF, husband and wife, at Melba, Idaho, herein called mortgagor, and Malheur Federal Credit Union, C/O Pacific Intermountain Mortgage Company, 2420 Main Street, Baker City, Oregon 97814, herein called mortgagee.

Mortgagors in consideration of THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000.00) paid to mortgagor does hereby grant, bargain, sell and convey unto Malheur Federal Credit Union, mortgagee and mortgagee's successors and assigns, that real property situated in Canyon County, State of Idaho, described on Exhibit "A", and the irrigation equipment described in Exhibit "A-1", and the water rights described on Exhibit "B", attached hereto and by this reference made a part hereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon the premises at the time of the execution of the mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the premises with the appurtenances unto mortgagee and mortgagee's personal representative, successors and assigns forever.

This mortgage is intended to secure the payment of a promissory note dated July 20, 2007, in the principal amount of \$320,000.00 with the due date of the final installment being April 1, 2032.

The mortgagor warrants that the proceeds of the loan represented by the Note and this mortgage are (line out whichever is not applicable):

- (a) ~~primarily for mortgagor's personal, family or household purposes, or~~
- (b) for an organization or (even if mortgagor is a natural person) for business or commercial purposes.

This mortgage is further conditional upon the faithful observance by the mortgagor of the following Articles of covenants hereby expressly entered into by the mortgagor, to-wit:

ARTICLE I

MORTGAGOR FURTHER AGREES THAT THE LOAN SECURED BY THIS INSTRUMENT WILL BE IN DEFAULT SHOULD ANY LOAN PROCEEDS BE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, SUBJECT TO 7 CFR PART 1940, SUBPART G, EXHIBIT M.

ARTICLE II

HAZARDOUS SUBSTANCES: Notwithstanding any provision in the Mortgages or any other Loan Document, the provisions of this Article shall not be secured by the Mortgages and shall survive termination of this Mortgage, repayment of the Loan, and foreclosure of the Mortgages or similar proceedings.

- (1) Definition of Hazardous Substance: For purposes of this Agreement, a "Hazardous Substance"

Recording # 2007-050759
Recorded 7-23-07

SCANNED
AUG 27 2007

is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as "toxic", "hazardous", a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

(2) Indemnity regarding Hazardous Substances: Mortgagor agrees to indemnify, defend with counsel acceptable to Lender, and hold Lender, it's parent and affiliated companies, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, damages (including foreseeable fees) and losses directly or indirectly arising out of or resulting from the presence of any Hazardous Substance in or around any part of the Properties or in the soil or groundwater under the Properties, including (a) any expenses incurred in connection with any reasonably necessary investigation of site conditions or any clean-up, remedial, removal or restoration work, and (b) any resulting damages or injuries to the person or property of any third parties or to any natural resources. In addition, Mortgagor shall similarly indemnify, defend and hold harmless any persons purchasing the Properties through a foreclosure sale or following a foreclosure sale, and any persons purchasing the Loan or any portion of or interest in it.

(3) Representation and Warranty: Before signing this Agreement, Mortgagor researched and inquired into the previous, current and contemplated uses and ownership of the Properties. Based on that due diligence, Mortgagor represents and warrants that, to the best of his knowledge, no Hazardous Substance has been or will be disposed of, released onto or otherwise exists in, on, or under the Properties, except as Mortgagor has disclosed to Lender in writing.

(4) Compliance with Law; Notices: Mortgagor has complied, and shall comply and cause all occupants of the Properties to comply, with all laws, regulations and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert. Mortgagor shall promptly notify Lender if he/she/they know(s) or suspects there may be any Hazardous Substance in or around the Properties, or in the soil or groundwater under the Properties, or if any action or investigation by any governmental agency or third party pertaining to Hazardous Substances is pending or threatened.

(5) Site Visits: Mortgagor shall allow Lender access to the Properties at any reasonable time for the purposes of performing an appraisal, inspecting the Properties, taking soil or groundwater samples, and conducting tests, among other things, to investigate for the presence of Hazardous Substances, as defined in Article V. Such appraisals, inspections and audits shall be at the Lender's expense except if Lender performs such appraisals, inspections or audits after the occurrence of an Event of a Default as in hereinafter defined. Lender is under no duty to visit or observe the Properties. Any site visit, observation or examination by Lender shall be solely for the purpose of protecting Lender's security and preserving Lender's rights under the Loan Documents. Lender owes no duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any adverse condition affecting the Properties, including any defects in the design or construction of any improvements on the Properties or the presence of any Hazardous Substances on the Properties.

ARTICLE III

(1) Mortgagor is lawfully seized of the premises and now has a valid and unencumbered fee simple title thereto, except easements and rights of way of record and mortgagor will warrant and defend said title against the claims and demands of all persons.

(2) Mortgagor will pay the promissory note(s) and all installments of interest thereon promptly as the same become due, according to the tenor of the note(s). The final due date for payment of principal and interest of the promissory note is April 1, 2032.

(3) So long as this mortgage remains in force, mortgagor will pay all taxes, assessments, and other charges of every nature levied or assessed upon or against the premises when due and payable, according to law, and before the same becomes delinquent, and will also pay all taxes levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other encumbrances that, by operation of law or otherwise, become a lien upon the mortgaged premises superior

to the lien of this mortgage.

(4) Mortgagor will keep the improvements (including but not limited to the dwelling, other outbuildings, fences, attached irrigation equipment) erected on the premises in good order and repair and will not commit or suffer any waste of the premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee and will pay for filing the same in the proper public office(s), as well as the cost of any lien search made by filing officers or searching agencies as may be deemed desirable by the mortgagee. Mortgagor will not make any changes in or alterations to the improvements on the mortgaged premises which will materially decrease the value of the same.

(5) This mortgage covers all water rights and ditch rights and mortgagor agrees that mortgagor will put to beneficial use all waters and maintain said water rights and not allow any water rights to be abandoned.

(6) Mortgagor agrees that mortgagee or its agents, successors or assigns and their agents may at all reasonable times inspect the property to ascertain whether the covenants and agreements contained herein are being performed. Said inspections will be on at least an annual basis.

(7) So long as this mortgage shall remain in force, mortgagor will keep the buildings now erected, or any which may hereafter be erected on the premises, insured against loss or damage by fire, with extended coverage, to the extent of the contributory value on the primary dwelling and the remaining outbuildings in some company or companies acceptable to the mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to the mortgagee.

(8) WARNING: Unless mortgagor provides mortgagee with evidence of insurance coverage as required by the contract or loan agreement between them, mortgagee may purchase insurance at mortgagor's expense to protect mortgagee's interest. This insurance may, but need not, also protect mortgagor's interest. If the collateral becomes damaged, the coverage purchased by mortgagee may not pay any claim made by or against mortgagor. Mortgagor may later cancel the coverage by providing evidence that mortgagor has obtained property coverage elsewhere. Mortgagor is responsible for the cost of any insurance coverage purchased by mortgagee, which cost may be added to mortgagor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date mortgagor's prior coverage lapsed or the date mortgagor failed to provide proof of coverage. The coverage mortgagee purchases may be considerably more expensive than insurance mortgagor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

NOW THEREFORE, if the mortgagor shall pay the promissory note(s) and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise it shall remain in full force and virtue as a mortgage to secure the payment of the promissory note(s) in accordance with the terms thereof and the performance of the covenants and agreements herein contained. Any failure to make any of the payments provided for in the note(s) or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on the note(s), or unpaid thereon or on this mortgage, at once due and payable, and this mortgage by reason thereof may be foreclosed at any time thereafter. If the mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same. Any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the same rate as the note(s) without waiver, however, of any right arising from breach of any of the covenants herein. Time is of the essence with respect to all sums due hereunder, and the promissory note(s).

In case a suit or action is brought to foreclose this mortgage, the court may, upon motion of the holder of the mortgage, without respect to the condition of the property, appoint a receiver to collect the rents and profits arising out of the premises and direct the receiver to apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership, including a reasonable charge for attorney fees.

In the event any suit or action to foreclose this mortgage is commenced, the losing party therein agrees to pay the attorney fees, costs and disbursements of the prevailing party, including statutory costs and disbursements and costs of title report(s) and /or title search. If any appeal is taken from any judgment or decree entered pursuant to such suit or action, the losing party on appeal therein promises to pay the attorney fees, costs and disbursements, including all statutory costs and disbursements, of the prevailing party. To the extent permitted by law, all such sums shall be and are secured by the lien of this mortgage and shall be included in the judgment or decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of, and bind the personal representatives, successor and/or assigns of the mortgagor and of the mortgagee respectively.

In construing this mortgage and related note(s), it is understood that the mortgagor or mortgagee may be more than one person. If the context so requires, the singular shall be taken to mean and include the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

All covenants and provisions of this mortgage shall bind the successors and assigns of mortgagor and shall inure to the benefit of successors and assigns of mortgagee, provided however mortgagor understands that a sale or other transfer of the mortgaged premises or any part thereof, without prior written consent of mortgagee, shall constitute a default of this mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument. If the mortgagor is a corporation, it has caused it's name to be signed and it's seal, if any, affixed by an officer or other person duly authorized to do so by order of it's board of directors.

STEVEN A. VANDERWERFF

VICKIE A. VANDERWERFF

STATE OF IDAHO
County of

On this 20th day of July, 2007, before me, a Notary Public in and for the said state, personally appeared Steven A. Vanderwerff and Vickie A. Vanderwerff or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged to me that they executed same.

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

Notary Public for Idaho
My commission expires: _____

EXHIBIT "A-1"

IRRIGATION EQUIPMENT
Vanderwerff

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

4 - Valley (40 acre) Center Pivots (5 tower) Used pivots with new center bases	Model#: NA SN#: NA
1 - 50 HP Franklin Submersible Pump & Motor	SN#: 23661-860-25
1 - 30 HP Gold Horizontal Electric Motor	SN#: 6-32-3051-01
1 - Berkeley Horizontal Pump	SN#: 7673923
1 - 30 HP Balder Horizontal Electric Motor	SN#: J-PM 2534T
1 - Paco Horizontal Pump	SN#: TD89B02213

Approximately 1,980 feet of buried PVC mainline
Approximately 3,960 feet of portable aluminum mainline with valve controls
Approximately 1,200 feet of gated pipe
Approximately 2,640 feet of portable aluminum hand lines with sprinkler risers

Together with all buried mainline, electric control panels, pivot controls, sprinkler heads and nozzles used in conjunction with the above listed irrigation equipment.

EXHIBIT "A"

Parcel 1

The Northeast Quarter of the Southwest Quarter; and the North One-half of the Southeast Quarter, all in Section 22, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Parcel 2

The Southwest Quarter Northeast Quarter and all that part of the Northwest Quarter Northeast Quarter lying South of Three Buttes Wasteway Drain, Section 22, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

EXHIBIT "B"

WATER RIGHTS Vanderwerff

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

86.6 acres of water rights as assessed through the Kuna Irrigation District
45.7 acres of water rights as assessed through the State of Idaho

Idaho Department of Water Resources Receipt

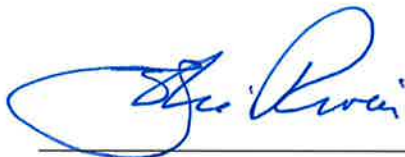
Receipt ID: W035693

Payment Amount	\$25.00	Date Received	7/30/07 3:49	Region	WESTERN
Payment Type	Check	Check Number	5133		
Payer	PACIFIC INTERMOUNTAIN MORTGAGE CO				

Comments Security Interest WR #63-3322

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	62140	1155



Signature Line (Department Representative)
LESLIE RIVERS

10/17/2006

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

RIGHT NUMBER: 63-3322

NAME AND ADDRESS: STEVEN A VANDER WERFF
2441C S POWERLINE
MELBA ID 83641

VICKIE A VANDER WERFF
2441C S POWERLINE
MELBA ID 83641

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.670 CFS
205.70 AFY

PRIORITY DATE: 12/31/1962

POINT OF DIVERSION:
T01N R02W S22 NESE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4/01 10/31	0.670 CFS 205.70 AFY
The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 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

T01N R02W S22	NESE	34.50	T01N R02W S22	NWSE	11.20
45.7 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



Idaho Department of Water Resources

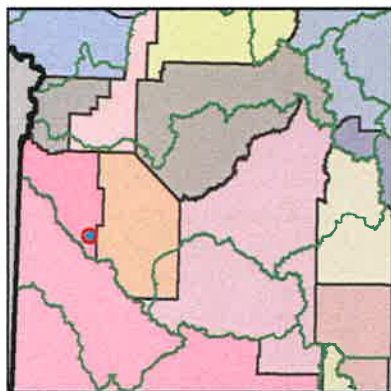
SRBA Recommendation:

63-3322

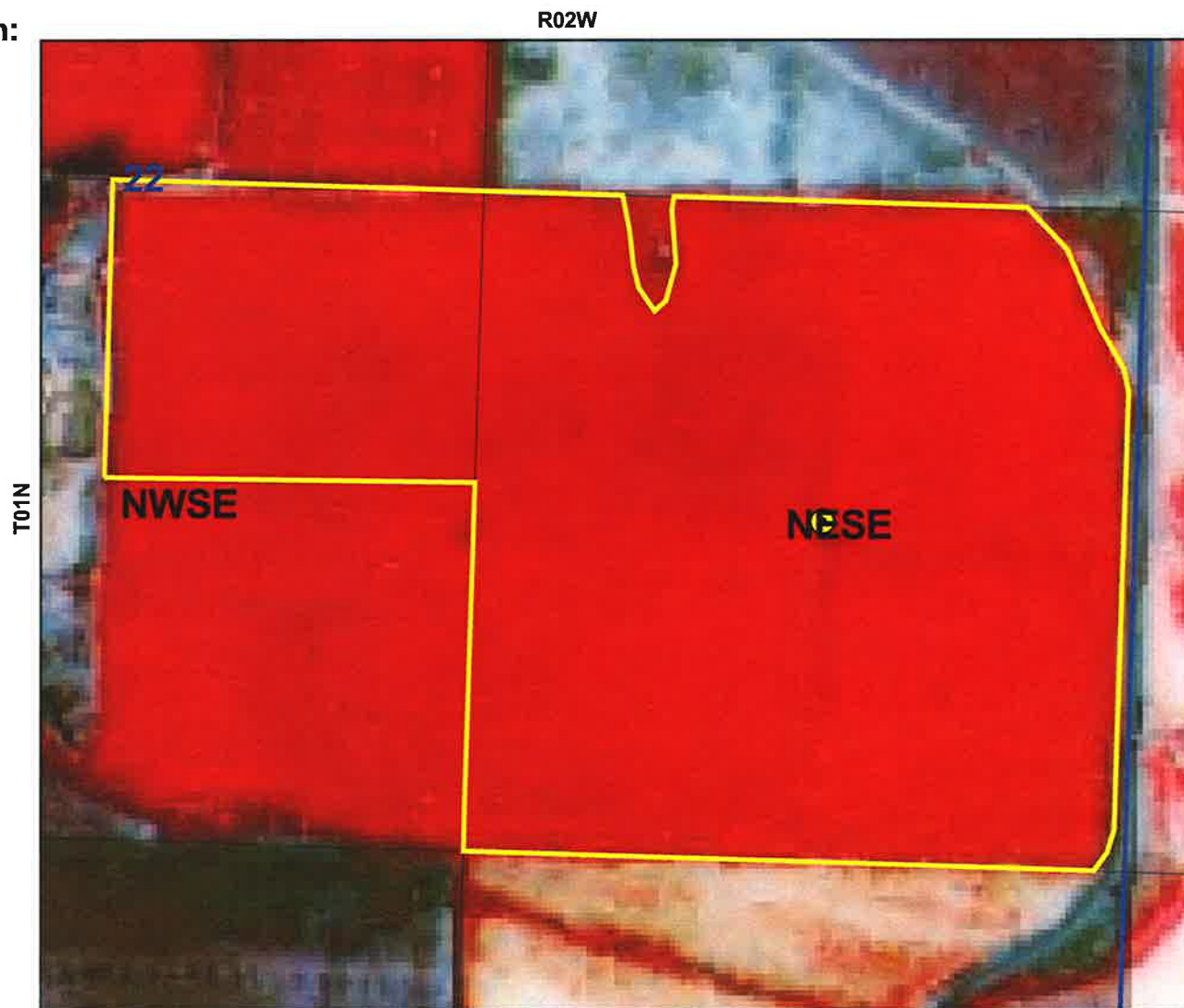
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Canyon County
IDWR Basin 63



Prepared by M. Ciscell
On Tuesday, October 17, 2006
1987/88 Aerial Photography