

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 28 2011

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-11263	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: T+K Farms, Inc and Clouderoft
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MIYASAKO FARMS
Name of each new owner as listed on the conveyance document

Contact

Dan
Miyasako
all
724-2225

New owner continued Name connector ☐ and ☐ or ☐ and/or
PO Box 1060
Mailing address
Homedale ID 83628
City State ZIP
208-337-3003 dan @ Pacificwindinc.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
 - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: closing 11/15/10

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - ☒ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

7. Signature: Dan Miyasako Partner 1/25/11
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SB Date 1-28-11 Receipt No. W0389162 Receipt Amt. 50.00
Approved by _____ Processed by _____ Date _____

20100520

2010053179

1

PIONEER-CALDWELL

REQUEST

TYPE

Deed

FEE

1.15

RECORDED

2010 NOV 15 PM 4 32

Return to:

WILLIAM D. HURST
CANYON COUNTY RECORDER
BY *Will*

Will
for

(Space for Recording Information)

WARRANTY DEED

THE GRANTOR is **Clarice Batt**, a single woman, ("Grantor" herein).

THE GRANTEE is **Miyasako Farms, LLP**, an Idaho limited liability partnership, ("Grantee" herein) whose current address is P. O. Box 1060, Homedale, ID 83628.

FOR VALUE RECEIVED, the Grantor hereby grants, bargains, sells and conveys unto the Grantee those premises situated in Canyon County, Idaho, and described as follows:

Popular Name - French Place

Real property situated in Canyon County, Idaho, and more particularly described as follows:

The N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 33, Township 5 North, Range 5 West, Boise Meridian.

Popular Name - Lackland Place

Real property situated in Canyon County, Idaho, and more particularly described as follows:

The SE $\frac{1}{4}$ of Section 32, Township 6 North, Range 5 West, Boise Meridian, less highway on the East.

Popular Name - Dickerson Premises

Real property situated in Canyon County, Idaho, and more particularly described as follows:

All of the NE $\frac{1}{4}$ of Section 32, T 5N, R5W, B.M., Canyon County, Idaho;

EXCEPTING THEREFROM a portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, T5N, R5W, B.M., Canyon County, Idaho, described as follows: Beginning at an iron pipe marking the NE corner of the said Section 32; thence South 90°00'00" West a distance of 332 feet along the Northerly boundary of the said Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 32 to a point, also said point being the REAL POINT OF BEGINNING; thence continuing South 90°00'00" West a distance of 163 feet along the said Northerly boundary of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 32 to a point; thence South 00°00'00" East a distance of 229 feet to an iron pin; thence South 90°00'00" East a distance of 163 feet along a line Southerly of and parallel with the said Northerly boundary of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 32 to an iron pin; thence North 00°00'00" West a distance of 229 feet to the Point of Beginning.

TOGETHER with water stock Certificate No. 2591 for 80 shares issued by the Farmers' Co-Operative Ditch Company, Ltd. for the Lackland Place, Water Right No. 63-4930 (currently held in the name of grantor), and all other water rights, ditch rights, rights of way, tenements, hereditaments, and appurtenances belonging to the premises or used in connection with the premises.

SUBJECT TO each of the following:

(Taxes prorated by date) All taxes, both general and special, levied against the premises by any taxing unit for any purpose including but not limited to bonds and special improvements prorated for the period of time of and after the date of this deed with the grantor to pay before delinquency all such taxes prorated for the period of time before such date and the grantee to pay before delinquency all such taxes for the period of time after such date.

(Irrigation charges prorated by irrigation season) All irrigation charges, both general and special, levied against the premises by any irrigation or drainage unit for any purpose (including but not limited to bonds, construction charges, special improvements, irrigation and drainage) for the irrigation season (the irrigation season being the calendar year) of the year 2010 with the grantor to pay before delinquency all such irrigation charges for the irrigation season of the year 2010 and each irrigation season prior thereto

and with the grantee to pay all such irrigation charges for the irrigation season of the year 2011 and each irrigation season subsequent thereto.

(Patents or state grants) All reservations in patents or state grants or in the laws authorizing the issuance thereof.

(Bonded debt of taxing units) The bonded debt of all taxing units.

(Local improvements) Any taxes for local improvements not now completed.

(Zoning requirements, etc.) All zoning requirements and restrictions imposed by any governmental unit.

(Building codes, etc.) All requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit.

(Irrigation district contracts) All repayment contracts between the irrigation district in which the premises are situated and the United States.

(All rights of way) All rights of way under, over and across the premises regardless of how evidenced or acquired and whether the same appear of record or not which rights of way include but are not limited to:

French Place:

- Rights of way for irrigation and drainage ditches and canals and roads, including but not limited to Hatch Road on the North boundary, Wamstad Road along the West boundary and Rodeo Lane along the East boundary.
- Right-of-Way Deed for 50 feet (25 feet in each Section), as contained in Instrument No. 84233, recorded November 28, 1917, records of Canyon County, Idaho.

Lackland Place:

- Rights of way for irrigation and drainage ditches and canals and roads, including but not limited to Highway 95 on the East boundary and Klahr Road along the South Boundary.
- Right of Way Deed to the State of Idaho recorded January 17, 1933, as Instrument No. 196051, records of Canyon County, Idaho.

- Certificate by the Parma Highway District to the Public, regarding Right of Way of 25 feet along the East side of the SE ¼ pf Section 32, Township 6 North, Range 5 WBM Canyon County, Idaho, recorded March 31, 1960, as Instrument No. 485417, records of Canyon County, Idaho.
- Warranty Deed to the State of Idaho, Idaho Transportation Department recorded December 11, 1991, as Instrument No. 9124623, records of Canyon County, Idaho.
- Easement to State of Idaho, Idaho Transportation Department recorded December 11, 1991, as Instrument No. 9124624, records of Canyon County, Idaho.

Dickerson Place

- Rights of way for irrigation and drainage ditches and canals and roads, including but not limited to Matthews Road along the North boundary, Wamstad Road along the East boundary and Stephens Road along the West boundary.

(Surveys - Lackland Place) All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof disclosed by:

- Record of Survey recorded June 5, 1995, as Instrument No. 9514498, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- Record of Survey recorded June 5, 1995, as Instrument No. 9514503, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

TO HAVE AND TO HOLD the premises and its appurtenances unto the grantee and the grantee's successors and assigns forever and the grantor hereby covenants to and with the grantee as follows: that the grantor is the owner in fee simple of the premises; that the premises are free and clear of all liens and encumbrances except those described above to which this deed is expressly made subject; and that the grantor will warrant and defend the premises from all lawful claims whatsoever.

DATED: November 15, 2010

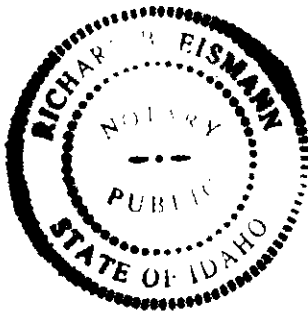
SIGNED: Clarice Batt
Clarice Batt, Grantor.

STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared **Clarice Batt**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and seal on November 9, 2010.

Richard B. Eismann Notary Public.
Residing at: Nampa, Idaho
My Commission Expires: 03/31/2016



Pioneer Title Company of Canyon County (208) 459-1651

Buyer's Closing Statement

Buyer(s)	Miyasako Farms, LLP, P.O. Box 1060, Homedale, ID 83628 T & K Farms, Inc		
Seller(s)	Clarice Batt, 650 S. Arbor Way, #105, Meridian, ID 83642		
Lender	US Bank, 607 Cleveland Blvd., Caldwell, ID 83605 US Bank, 607 Cleveland Blvd., Caldwell, ID 83605		
Property	The North 1/2 of the Southwest 1/4 of Section 33, Township 5 North, Range 5 West, Canyon County, Idaho; The Southeast 1/4 of Section 32, Township 8 North, Range 5 West, Canyon County, Idaho; The Northeast 1/4 of the Northeast 1/4 of Section 32, Township 5 North, Range 5 West, Canyon County, Idaho; The South 1/2 of the Northeast 1/4 of Section 32, Township 5 North, Range 5 West, Canyon County, Idaho; The North 1/2 of the Northeast 1/4 of Section 32, Township 5 North, Range 5 West, Canyon County, Idaho French & Lackland Place, Dickerson, Parma, ID 83660		
Closing date	11/15/2010	Proration date	11/15/2010
Bank	IIB - Idaho Independent Bank		
Escrow Unit	1 - Caldwell		
Escrow Officer	Tammy Kratzberg		

	Debit	Credit
Contract Sales Price	2,346,500.00	
Deposits:		
Deposit or earnest money Miyasako Farms, LLP		234,650.00
Prorations:		
County taxes (\$7368.62 tot. for 5 parcels)		
From 1/1/2010 to 11/15/2010 @ \$20.18800/day		6,419.78
Assessments for Farmers Co Op		
From 10/1/2010 to 11/15/2010 @ \$9.64384/day		440.10
Assessments for Wilder Irrigation		
From 11/1/2010 to 11/15/2010 @ \$3.21849/day		48.30
Other Adjustments:		
Rent Due 9/1/10-11/15/10 @ \$3210/year	859.25	
Stock Transfer Fee to Farmers Co-operative Ditch Co	25.00	
Title Charges:		
1/2 Escrow Fee to Pioneer Title Company of Canyon County	1,050.00	
Recording Fees/Transfer Charges:		
Recording fees, to Pioneer Title Company of Canyon County		
Deed \$25.00	25.00	
Additional Charges:		
Irrig. #1253/#1240/#1240-Q/#1241 2010 Fall to Wilder Irrigation District	1,174.75	
2010 Fall Irrig. to Farmers Co-operative Ditch Co	1,760.00	
Subtotal:	2,352,094.00	241,558.18
Balance due from Buyer:		2,110,535.82
Totals:	2,352,094.00	2,352,094.00

THE UNDERSIGNED, by the execution hereof, hereby (i) acknowledge that they have read the above and foregoing Closing Statement, (ii) acknowledge that the same is true and correct, and (iii) authorize and direct the Closing Agent to receive all amounts and disburse all amounts pursuant to the foregoing Closing Statement.

It is mutually understood and agreed the taxes are estimated and in case of adjustment same will be made between the parties hereto. The Closing Agent is relieved of any responsibility with the adjustment of said taxes.

Miyasako Farms, LLP

By:

By:

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.

