



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 25, 2005

KIRK E NIELSEN
KRISTY K NIELSEN
2112 W CENTER
MALAD ID 83252

RE: Notice of Change of Water Right Ownership for Water Rights 15-2071 & 15-7048

Dear Wateruser:

Our letter of June 29, 2005 (copy enclosed) requesting the evidence of water right ownership for the above referenced water right ownership change remains unanswered. Therefore, I am returning the Notice of Change in Water Right Ownership request and the Warranty Deed. A copy of your ownership change request information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data we will be happy to complete the request for you.

If you have any questions regarding this matter, please call me at 208-287-4952.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kari Lynn Townsend'.

Kari Lynn Townsend
Secretary

KLT:k

Enclosure

RECEIVED

FEB 18 2000

Department of Water Resources

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

MAR 24 2000

1. Water Right No(s): Well permit No. 15-2071
Adjudication Claim No(s): _____
Department of Water Resources
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim 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 Elden E. Nielsen Joan T. Nielsen
930 W. Samaria Lane Malad, Idaho 83252
4. New Owner/Claimant(s) Kirk E. Nielsen Kristy K. Nielsen
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address 2112 West Center
City, State and ZIP Code Malad, Idaho 83252
New Telephone Number (208) 766-2400
5. Date you acquired the property 02/15/2000
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right <u>approx 120</u>	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) Kirk E. Nielsen Kristy K. Nielsen
or Claimant(s)

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

SUPPORT DATA

IN FILE # 15-2071

REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by Kirk E. Nielsen and Kristy K. Nielsen,
aka Kristine K. Nielsen

residing in ONEIDA County, Idaho, whose post office address is

2112 West Center Malad, Idaho 83252,
 herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States

Department of Agriculture, whose mailing address is 175 South 300 East Malad, Idaho 83252,
 herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or a recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
02/15/2000	\$132,880.00	05.0000%	02/15/2040
Assumption Agreement 02/15/2000	\$67,120.00	05.0000%	02/15/2040

"THIS MORTGAGE IS TO BE FILED AND INDEXED NOT ONLY AS A MORTGAGE BUT ALSO AS A FIXTURE FILING."

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

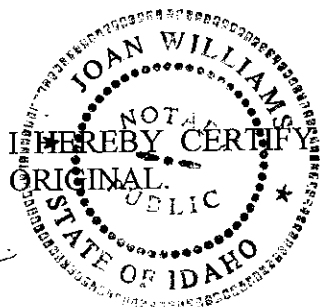
And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§1472(g) or 1490a, respectively, or any amount due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho, County(ies)

of ONEIDA

SEE ATTACHMENT A FOR A LEGAL DESCRIPTION



THE WITHIN TO BE A TRUE AND CORRECT COPY OF THE

FmHA 1927-1 ID (Rev. 6-94)

Joan Williams
 Notary Public for Idaho

Commission Expires: 5-6-2003

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) 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 wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Boise Idaho 83705, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable. Wherever "Farmers Home Administration", "FmHA", "Rural Development Administration", or "RDA" may appear the term "United States of America" is substituted.

EXECUTED this 15 day of FEBRUARY XX 2000

Partnership or Corporation

Individual(s)

(Name of Borrower)

By: _____

By: _____

By: _____

Attest: _____

Kirk E. Nielsen
Kirk E. Nielsen

Kristy K. Nielsen
Kristy K. Nielsen

* [Corporate Seal]

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF IDAHO

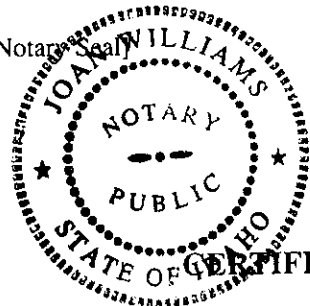
County of ONEIDA

ss:

On this 15th day of February, in the year of 2000, before me personally appeared

KIRKE E. Nielsen & Kristy K. Nielsen known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

[Notary Seal]



Joan Williams
Notary Public of and for the State of Idaho

Residing at MAIAD City, ID

My Commission expires: 5-6-2003

CERTIFICATE OF ACKNOWLEDGMENT FOR A PARTNERSHIP

STATE OF IDAHO

County of _____

ss:

On this _____ day of _____, in the year _____, before me personally appeared

_____, known or identified to me to be one of the partners in the partnership of _____ and a partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

[Notary Seal]

Notary Public of and for the State of Idaho

Residing at _____

My Commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT OF A CORPORATION

STATE OF IDAHO

County of _____

ss:

On this _____ day of _____, in the year _____, before me personally appeared

_____ known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

[Notary Seal]

Notary Public of and for the State of Idaho

Residing at _____

My Commission expires: _____

Attachment A

Township 14 South, Range 35 East, Boise Meridian:

Section 34 : NE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 14 South, Range 36 East, Boise Meridian:

Section 30: W $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$

All irrigation equipment of every kind and character and additions thereto and replacements now or hereafter owned by the borrower(s) and used in the irrigation of the above premises, including but not limited to the following:

One 100 H.P. Newman electric pump, Motor No. 1278214 and GVC submersible pump, Model No. 705496

One 100 H.P. Deep Well Pump located at the property located at Section 34: NE $\frac{1}{4}$ NE $\frac{1}{4}$ T14S, R35E

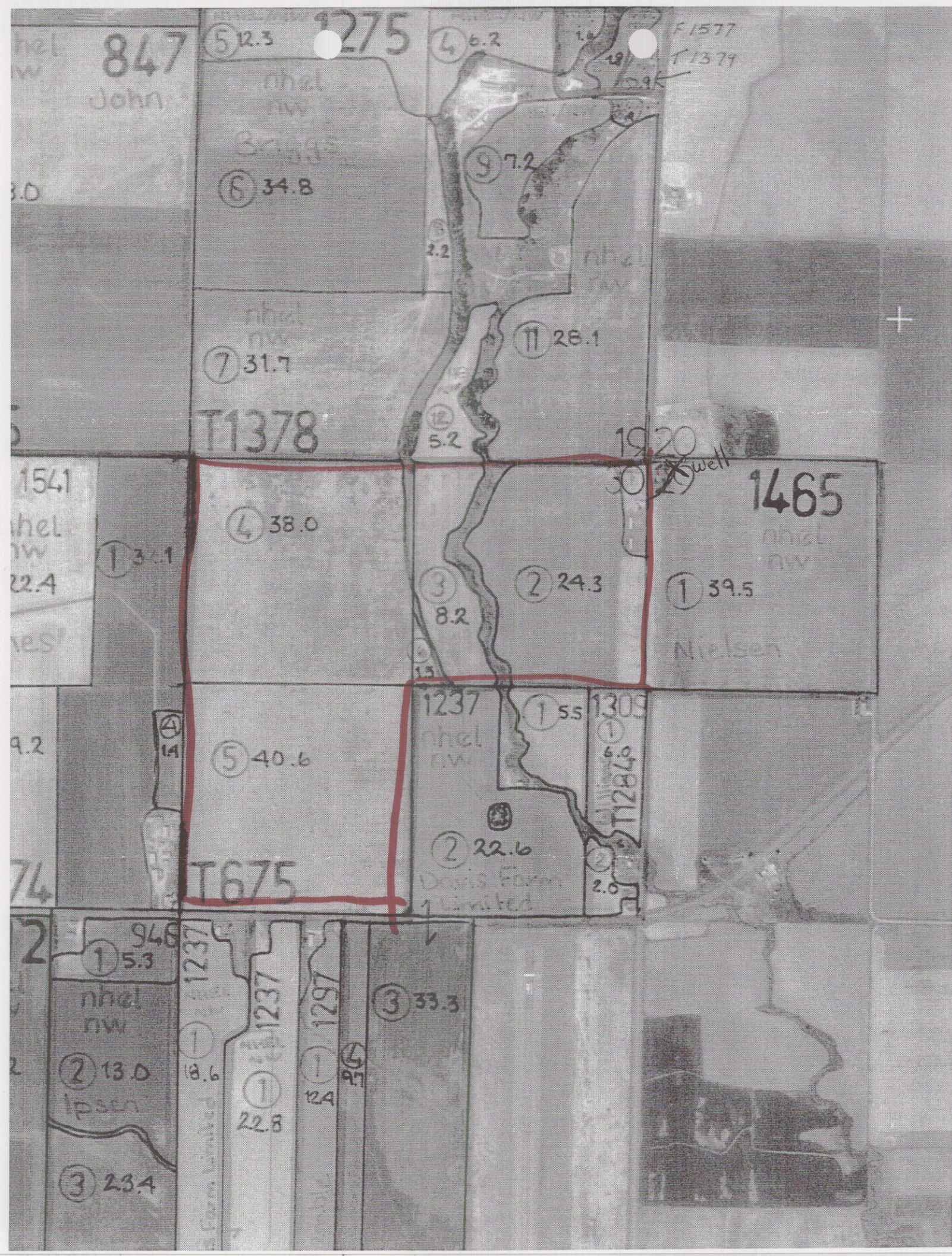
Four $\frac{1}{4}$ mile self-propelled Wade Rain irrigation sprinkler wheel lines.

One $\frac{1}{4}$ mile pivot sprinkler system 3 inch lines

ALSO, including all water rights appurtenant thereto and specifically including all right and interest in and to water well Permit No. 15-2071, priority dated 2-2-67, and water well Permit No. 15-07048 issued by the Idaho State Department of Water Resources.

K

J.M.



R 35 E

X well about here

