

Form 42-248(42-140)(6) July, 2000

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

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

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Department of Water Resources
Eastern Region

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
	21-7051				

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)

Blake Brothers Partnership

4. New Owner/Claimant(s)

Travis Rigby

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

New Mailing Address

P.O. Box 66

City, State and ZIP Code

Tetonia ID 83452

New Telephone Number

208 456-3676 FAX 359-9488

5. Date you acquired the property

May 24, 2004

Form 42-249/42-1409(6) July 2000

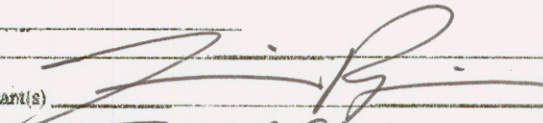
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water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

No split

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 <u>~~71061~~</u>		
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)


Travis R. Rigby

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

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Notary Public for Idaho
Residing at: Ashton, Idaho
Commission Expires: 4/12/10

REAL ESTATE PURCHASE & SALE AGREEMENT

Frank Brent Blake and Sharon H. Blake, husband and wife whose mailing address is 819 N 2600 E, St. Anthony, ID 83445, (hereinafter referred to as "Seller"), agree to sell and Travis R. Rigby and Nicole Rigby, husband and wife of P.O. 66, Teton, ID 83452, (hereinafter referred to as "Buyer") agree to buy the following property located in Fremont County, State of Idaho, particularly described as follows, to-wit:

The S1/2NE1/4SE1/4; SE1/4NW1/4SE1/4; SW1/4SE1/4; NW1/4SE1/4SE1/4 located in Section 20, Township 8 North, Range 41 East, Boise Meridian, containing 80 acres more or less.

Together with Idaho State Well Permit No. 21-7051.

For and in consideration of the mutual covenants and agreements set forth herein, the parties additionally agree as follows:

1. **SALE IN GROSS.** The property is being sold in GROSS, i.e. there is no guarantee of the exact acreage. The purchase price is for the tract of property described above.

2. **PURCHASE PRICE.** The purchase price of the property shall be the sum of FORTY EIGHT THOUSAND THREE HUNDRED THIRTY FOUR AND NO/100 (\$48,334.00) Dollars plus interest thereon at the rate of 6% per annum, commencing May 24, 2004, due and payable as follows:

Eight Thousand (\$8,000.00) upon execution of this contract and \$40,334.00) Dollars payable in one hundred eighty (180) equal amortized monthly payments of \$340.36 each as evidenced by a Promissory Note executed contemporaneously herewith with the first payment due June 28, 2004, and a like amount on the 28th day of each and every month thereafter to and including the 28th day May, 2019, upon which date the deferred balance of the purchase price and interest thereon accrued shall be due and payable in full. Each monthly payment on the deferred balance of the purchase price shall be applied first to interest accrued to date of payment and secondly, to the principal.

-3. **ESCROW HOLDER.** All payments to be made under this agreement shall be made to First American Title Co. of East Idaho, Rexburg, Idaho which is designated as escrow holder of all documents provided in this agreement.

4. **PRE-PAYMENT.** Buyer shall have the right to prepay all or any part of the deferred balance of the purchase price at any time without consent of Seller or penalty. Prepayments made shall be applied to the deferred balance in the reverse order of maturity and shall not abate or excuse payment of the monthly installment payments required under the terms of this Contract.

5. **SECURITY.** As security for payment of this contract, Buyer has executed a mortgage on the property described above.

6. ENTRY ON THE PREMISES. From the date of this Contract until all performance of Buyer required under the terms of this Contract has been accomplished, Seller shall have the right to enter upon the said property at reasonable times to inspect said property for the purpose of determining whether Buyer is complying with the terms, covenants and conditions of this Contract and to determine the condition of the property described in this Contract.

7. TAXES. Taxes levied upon the real property described in this Contract shall be prorated between the parties as of the 1st day of July, 2004. Seller shall pay all taxes and assessments levied upon the real property described in this Contract for the time prior to and including such date and Buyer shall pay all such taxes levied upon said property for the time after said date before the same becomes delinquent. Buyer shall pay the same upon receipt of the tax notice and before they become delinquent. Receipts for all taxes and assessments paid shall be promptly mailed to Seller.

Buyer shall have the right to protest or contest the amount of any assessment or levy for taxes or assessments upon the real property described in this Contract. In the event Buyer elects to do so, Buyer shall immediately notify Seller thereof in writing. So long as Buyer diligently pursues said protest or contest, Buyer shall not be in default of the contract for failure to pay said taxes or assessments pending the final determination of said protest or contest, on condition that Buyer shall pay the same immediately upon such final determination and on the further condition that Seller shall have the right, but not the obligation, to pay said tax or assessment if Seller deems it necessary to do so to protect Seller's interest in the property described in this contract and Seller shall be entitled to reimbursement from Buyer of the full amount thus paid under the provision for advancement by Seller contained in this Contract. Payment of such taxes or assessments by Seller shall not constitute a waiver of any default by Buyer nor an election of remedies by Seller.

The parties acknowledge they have been informed and understand that the proration of taxes is based on the taxes for the previous year because the actual amount of taxes levied for the current year upon the property described in this Contract is unknown. In the event the amount of the taxes levied for the current year (excluding taxes levied upon or attributable to improvements made by Buyer upon the property) is more or less than the previous year's taxes, then in that event the parties shall adjust and pay the prorate of taxes between themselves in accordance with and based upon the actual taxes levied upon the property for the current year, and the party owing the amount of said adjustments shall pay said sum directly to the other party within thirty days from the date the tax notice is issued by the county treasurer.

8. PUNCTUALITY OF PAYMENT. Time and punctuality of payment are the essence and a material part of this contract. In the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The notice shall be served on Buyer by depositing the same in any United States Post Office, addressed to Travis R. Rigby and Nicole Rigby, husband and wife of P.O. 66, Tetonia, ID 83452, which notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyer fails to cure such default within thirty (30) days after the service of such notice as aforesaid, the Seller may elect to:

Declare the entire unpaid balance on the contract, including principal, interest, taxes, assessments, attorney's fees and any other sums owing Seller, to be immediately due and owing; and, to foreclose the Mortgage on the property delivered this day and to pursue all remedies contained in the Promissory Note executed this day; and, to pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof.

9. LIENS AND ENCUMBRANCES. Buyer shall not allow or suffer any liens or encumbrances to attach or be filed against any part of the property described in this Contract: PROVIDED, HOWEVER, that should any lien or encumbrance attach or be filed with Buyer in good faith, deemed invalid either in whole or in part, Buyer shall have the right to diligently litigate and obtain judicial determination regarding the validity or extent of such lien or encumbrance, including appellate determination, and should such proceeding be resolved against Buyer, then Buyer shall immediately satisfy and discharge the same. In this regard, Buyer shall prosecute or defend such litigation at Buyer's own cost and expense on behalf of and for the benefit of all parties to this agreement. Seller shall not be barred from taking such legal action as Seller shall deem necessary or useful to protect Seller's interest in said property.

10. TITLE OF SELLER. Title of Seller shall be conveyed by warranty deed conveying a marketable and insurable title except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and the rights-of-way and easements established or of record.

11. TITLE INSURANCE. Seller has made his own study of the title to the property and does not require title insurance.

12. CLOSING. It is hereby agreed that the law firm of Lynn Hossner shall act as "Closing Agent" for this transaction. On or before the closing date, Buyer and Seller shall deposit with the Closing Agent, all funds and instruments necessary to complete the sale. The closing date shall be on or before May ____, 2004. In the event that said law firm fails to serve as Closing Agent for any reason, the Seller may designate a licensed title company which regularly conducts business within Fremont County, Idaho to act as substitute Closing Agent.

13. SELLER'S WARRANTIES. No warranties, agreements or representations have been made or shall be binding upon either party except as expressly contained in this Agreement which warranties include:

a. That the property conveyed herein shall be free from title defect as required in this Agreement.

b. Seller has received no claim nor notice of any building or zoning violation concerning the property which has not or will not be remedied prior to closing.

c. All real property taxes and assessments shall be prorated as the date of closing.

d. Seller hereby represents and warrants that Seller has not used or allowed, nor to the

best of Seller's knowledge, has the property been used, at any time, for the storage or disposal of any hazardous wastes or toxic substances. Seller further warrants that to the best of Seller's knowledge there exists no soil condition, no hazardous wastes or toxic substances as defined in 42 U.S.C. 9601 (14) or as defined under any other applicable Federal or State law or State health, safety and water codes or any other material, gas or substance known or suspected to be toxic or hazardous (including, without limitation, any radioactive substance, methane gas, volatile hydrocarbons, industrial solvents and asbestos) or which could cause a material health, safety or environmental risk to tenants, occupants or patrons of the property, or which requires removal or treatment, contractual or governmental approval, or other like matter which would hinder or prevent the construction, operation, or development of the property. Seller hereby agrees to indemnify and hold Buyer harmless from any and all liability, cost or expenses, including attorney fees, resulting from a breach of default of the foregoing representations and warranties. All of the warranties of Seller contained herein shall survive the payment in full of this Contract.

14. CONSERVATION RESERVE PROGRAM. It is agreed that the above described property is in the Conservation Reserve Program and that the contract will be pro-rated as of June 1, 2004 with Buyer to receive his pro-rata share after June 1, 2004. Buyer shall be responsible for compliance with the Conservation Reserve Program.

15. INSPECTION. Unless otherwise indicated herein, Buyer agrees that Buyer is purchasing property upon Buyer's own examination and judgment and not by reason of any representation made to Buyer by Seller, or Seller's agents as to its condition, size, location covenants, conditions and restriction, present value, future value, income therefrom or as to its production except as set forth herein. Buyer accepts the property in "As-is" condition subject to Seller's warranties as outlined herein and subject to specific warranties as may be made herein.

16. SURVEY. Buyer and Seller agree that Seller shall have a survey made of the exterior lines of the 370 acres which Buyer and his family are purchasing and will pay for the survey. Buyer and his family members will have the interior of the property surveyed and will bear the cost of the interior survey.

17. RISK-OF LOSS. Prior to closing of the sale, all risk of loss shall remain with the Seller. In addition should the premises be materially damaged by fire, vandalism, flood, earthquake, or acts of God, or other cause prior to closing, this agreement shall be voidable at the option of Buyer. In the event Buyer exercises his option to void this agreement, the closing agent holding the earnest money deposited by Buyer shall refund said earnest money, less any amounts used or committed for use by closing agent under the terms of this agreement.

18. AMENDMENT. No amendment, alteration or modification of this agreement shall be effective unless made in writing and duly executed by the parties hereto.

19. ASSIGNMENT. Neither party may assign this agreement or any interest hereunder without the written consent of the other party.

20. EXECUTION OF OTHER DOCUMENTS. The parties agree to execute any further and additional documents necessary to carry out the terms of this agreement.

21. SEVERABILITY. In the event any provision or section of this agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

22. ATTORNEY FEES AND CLOSING COSTS. Attorney fees and closing costs shall be borne by Seller and Buyer jointly.

23. GOVERNING LAW. This agreement shall be governed by and interpreted under the laws of the State of Idaho.

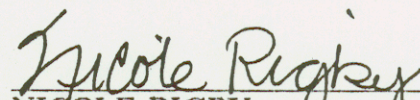
24. BINDING AFFECT. This agreement shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

25. ENTIRE AGREEMENT. This agreement constitutes and contains the entire agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

BUYER



TRAVIS R. RIGBY



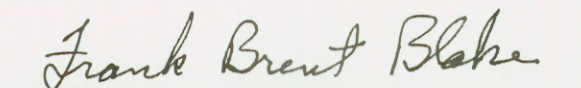
NICOLE RIGBY

STATE OF IDAHO)

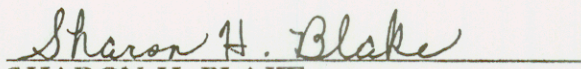
County of Fremont)

) ss.

SELLER

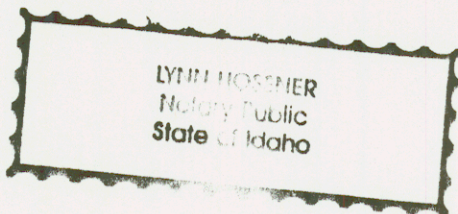


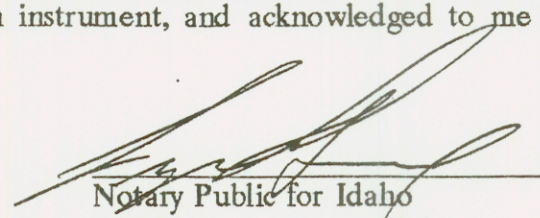
FRANK BRENT BLAKE



SHARON H. BLAKE

On this 24 day of May, 2004, before me, the undersigned Notary Public in and for said state, personally appeared Travis R. Rigby and Nicole Rigby, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

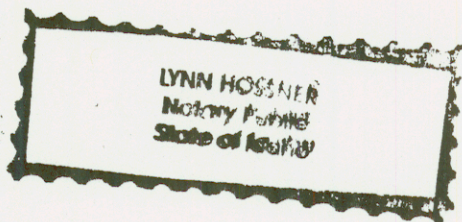


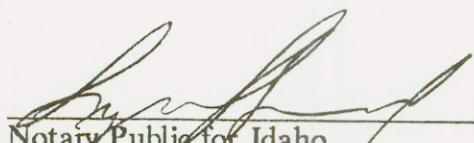


Notary Public for Idaho
Residing at: Ashton, Idaho
Commission Expires: 4/12/10

STATE OF IDAHO)
) ss.
County of Fremont)

On this 24 day of May, 2004, before me, the undersigned Notary Public in and for said state, personally appeared Frank Brent Blake and Sharon H. Blake, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

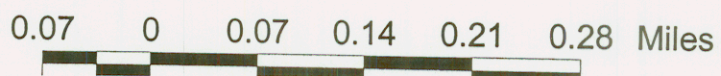




Notary Public for Idaho
Residing at: Ashton, Idaho
Commission Expires: 4/12/10



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Map Printed: Dec 7, 2004