

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.

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just 1 adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking the space provided, 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
_____	<u>27-4F</u>	_____	_____	<u>27-10/63 (D/S)</u>	_____
_____	<u>27-16A</u>	_____	_____	_____	_____
_____	<u>27-37C</u>	_____	_____	_____	_____
_____	<u>27-7079</u>	_____	_____	_____	_____
_____	<u>27-16D</u>	_____	_____	_____	_____

PD issue:
\$25.00

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 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 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) are for ten or more acres of irrigation, you must submit a **USDA Service Agency AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

ZANE AND MARTIN CALDWELL
442 W RIVINGTON RD BLACKFOOT ID 83

4. New Owner/Claimant(s)

Audrey H. Beeson
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1240 Rebecca Dr.

City, State and ZIP Code

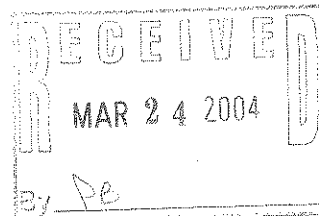
Blackfoot, Id 83221

New Telephone Number

208 785-0792

5. Date you acquired the property

From February 28 - '03





Close

From: Payne, Barbara

To: 'Merlin Yancey '

Cc:

Subject: Welch Water 27-37C

Sent: 5/19/2004 3:19 PM

Importance: Normal

Hi Merlin,

I am working on Audrey Bean's claim for water with the Welch priority date. We have the deed to her from Zane Caldwell but it doesn't mention water.

We also have a copy of the water deed from Theodore Stecklein to Caldwell for 10 Miner's inches of Welch water. I assume this is in connection with the land sold to Caldwell. Since the warranty deed does not mention water and there has not been a separate water deed submitted, we need documentation transferring the water from Caldwell to Bean.

Another point is that we have documentation on Theodore Stecklein selling water but don't know how and when he obtained the water he is selling. If you know of any documents that will fill in the missing gaps, please forward a copy to us so we can finalize the recommendations. If a clean path cannot be established, those claims may be disallowed.

Thanks.

Barbara :-}

March 23-04
Please let me know
if these documents are
sufficient evidence to
prove my ownership
of Welch water.
Thanks, Audrey



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING

ID# **0200403**

DATE **February 4, 2003**

1. REAL ESTATE OFFICES:

Listing Agency	Preferred Properties	Office Phone #	785-7555
Office Fax #	E-Mail	Other Phone #	
Listing Agent	Susan Caldwell	Phone #	
Selling Agency	Town & Country Real Estate	Office Phone #	785-2474
Office Fax #	E-Mail townandcountry@rmci.net	Other Phone #	
Selling Agent	Kathy Chidester	Phone #	684-3919

2. BUYER:

Audrey H. Bean

(Hereinafter called "BUYER")

agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY

KNOWN AS
City **Blackfoot** County **Bingham** ID, Zip **83221**

legally described as: ☐

OR ☒ Legal Description Attached as addendum # **1** (Addendum must accompany original offer)

3. TOTAL PURCHASE PRICE: **Two Hundred and Ninety Thousand** DOLLARS,

\$ **290,000** payable upon the following **TERMS AND CONDITIONS** (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

\$ **1,000** **A. EARNEST MONEY:** Buyer hereby deposits **One Thousand** DOLLARS as Earnest

Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other for the benefit of the parties hereto, and **John S. Chidester** (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be **John S. Chidester**

B. ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 34 through 52, fill blanks with N/A (Not

Applicable). FUNDS MAY NOT BE OBTAINED FROM FINANCING UNDER THIS OPTION. BUYER Agrees to provide SELLER within business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IHFA

☐ RD ☐ OTHER **FIRST LOAN** of \$ _____ not including mortgage insurance, with interest not to exceed _____% for a period of _____ year(s) at: ☐ fixed rate ☐ other BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

BUYER ☐ has applied ☐ shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a **written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting.** If such written commitment is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

\$ **215,000** **D. ADDITIONAL FINANCIAL TERMS:**

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

\$ **74,000** **E. APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, not including closing costs, to be paid by BUYER at closing.

In **GOOD FUNDS**, which includes: **cash, electronic transfer funds, certified check or cashier's check.** Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 6 Pages.

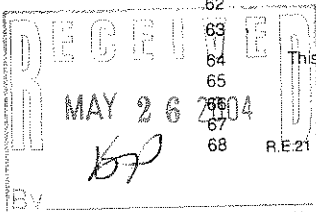
BUYER'S Initials (**AK**) Date **2/4/03** SELLER'S Initials (**SC**) (**MC**) Date **2-5-03**

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

R.E.21 Effective Date 08/02



PAGE 2 OF 6 - RE-21 PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho ID#: 0200403

5. OTHER TERMS AND/OR CONDITION: Partial released to be granted to the Buyer as the contract is paid off. There is always to be a 21% note reduction of paid principal balance on a per acre basis over and above the portion that is released. In other words to get a release of 25% of acreage on this property 46% of the mortgage would have to be paid towards the original principal balance of property

6. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.

The following additional items are specifically:

(A) INCLUDED IN THIS SALE: dishwasher, refrigerator, range all out buildings, all window coverings, 60 shares Welch water-1886, 10 shares Fox-Whitten water 1885, 22 shares Nisson water 1872. All division rights (15), flood head gates, all wheel lines, hand lines, irrigation pumps, and other irrigation equipment on the property, all farm equipment, pelet stove.

(B) EXCLUDED IN THIS SALE: None

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 3 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 6 Pages.

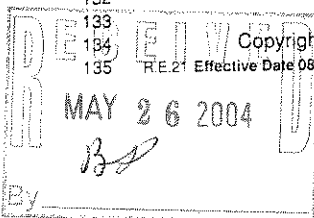
BUYER'S Initials (JB) Date 3/4/03 SELLER'S Initials (JC) (MC) Date 2-5-03

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

RE-21 Effective Date 08/02



138 PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho ID#: 0200403

139 (E) HOME OWNER'S EXPANDED COVERAGE ENDORSEMENT: This endorsement attaches to and becomes a part of a Standard Title Policy.
140 This endorsement shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which
141 the insured owner resides either at date of policy or at any time prior to the time insured owner acquires knowledge of a potential claim hereunder. The Title
142 company hereby insures the insured Owner of the estate or interest against loss or damage which the Insured Owner shall sustain by reason of existence at
143 date of policy of any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in
144 progress or completed at date of policy, except a work of improvement for which said insured Owner has agreed to be responsible. Also covers other problems
145 but only after a final court order of judgment that requires removal. Home Owner's Expanded Coverage Endorsement requested: ☐ NO ☐ YES, if yes,
146 additional premium paid by ☐ BUYER ☐ SELLER.

147
148
149 (F) The parties agree that Alliance Title Company shall provide title policy and preliminary report of commitment.

150
151
152 10. INSPECTION: BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 157 to 173.
153 BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10
154 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise
155 these rights and to make Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

156 BUYER'S acceptance of the condition of the property is a contingency of this Agreement

157 FHA INSPECTION REQUIREMENT, If applicable: "For your protection: Get a Home Inspection", HUD 92564-CN must be signed on or before
158 execution of this agreement.

159 SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

160 1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to
161 have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed
162 all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

163 2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent
164 section(s) of written inspection reports. SELLER shall have 3 business day(s) in which to respond in writing. The SELLER, at their option, may
165 correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS
166 letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

167 3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being
168 responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days that they will not continue with the transaction
169 and will receive their Earnest Money back.

170 4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

171 5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to
172 proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

173
174 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless
175 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any
176 governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

177
178 SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR
179 IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

180
181
182
183 11. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of
184 this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure
185 Form" or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No ☐ N/A

186 BUYER hereby acknowledges receipt of a copy of the Seller's Property Condition Disclosure Form and understand the SELLER may accept another offer until
187 such time that the BUYER waives their right to rescind said purchase agreement within three (3) business days from date of receipt of the Seller's Property Conditions
188 Disclosure Form. BUYER below hereby ☒ does ☐ does not waive the right to rescind based on the Seller's Property Condition Disclosure Report.

189
190
191
192 12. LEAD PAINT DISCLOSURE: The subject property ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint
193 hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet,
194 "Protect Your Family From Lead in Your Home", (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all
195 records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon
196 BUYERS right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will
197 terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right. (e) that, if test results show unacceptable amounts of lead-based paint on the
198 premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and
199 correct the problem which must be accomplished before closing, (f) that, if the contract is canceled under this clause, BUYER'S earnest money deposit will be
200 returned to BUYER.

201
202 13. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable).
203 BUYER has reviewed C.C. & R.'s. ☐ Yes ☒ No ☐ N/A

204 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 6 Pages.

205 BUYER'S Initials (BP) Date 2/4/03 SELLER'S Initials (JL) Date 2-5-03

206 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and
207 is provided only for use by real estate professionals who are also members of the National Association of REALTORS®.

208
209 USE BY ANY OTHER PERSON IS PROHIBITED.

210 Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved

211 R.E.21 Effective Date 08/02

Company: BP

PAGE 4 OF 6 - RE-21 PURCHASE & SALES AGREEMENT

PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho

ID#: 0200403

14. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☒ No ☐ N/A Association fees/dues are \$ _____ per _____

☒ N/A ☐ BUYER ☐ SELLER to pay Homeowner's Association SET UP FEES for this property in the amount of \$ _____ at closing.
☒ N/A ☐ BUYER ☐ SELLER to pay Homeowner's Association TRANSFER FEES for this property in the amount of \$ _____ at closing.

15. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER

16. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.
 SELLER agrees to pay up to \$ 0 lender repair costs only.
 BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-Inspection Fee				X	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				X
Closing Escrow Fee			X		Title Ins. Extended Coverage Owner's Policy				X
Lender Document Preparation Fee				X	Homeowner's Expanded Coverage Endorsement				X
Flood Certification/Tracking Fee				X	Well Inspection				X
Lender Required Inspections				X	Septic Inspections				X
Tax Service Fee				X	Septic Pumping				X
Attorney Contract Preparation Fee				X	Survey				X
					Fuel in Fuel Tank - Amount to be Determined by Supplier		X		

17. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the Premises approximately 1 day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and Premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the Broker(s) of any liability.

18. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: none

19. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) February 28, 2003.
 The parties agree that the CLOSING AGENCY for this transaction shall be Alliance Title Company
 If a long-term escrow / collection is involved, then the long-term escrow holder shall be Alliance Title Company

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 6 Pages.
 BUYER'S Initials (BO) Date 2/4/03 SELLER'S Initials (ZE)(ME) Date 2-5-03

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are also members of the National Association of REALTORS®.
 USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

R.E.21 Effective Date 08/02

PAGE 5 OF 6 - RE-21 PURCHASE & SALES AGREEMENT

ID#: 0200403

PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho time ☐ a.m. ☐ p.m.

20. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ rents, interest and reserves, security and/or other forms of deposit, liens, Property taxes and water assessments (using the last available assessment as a basis), closing encumbrances or obligations assumed and utilities shall be pro-rated as of _____

21. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

22. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

23. SINGULAR AND PLURAL terms each include the other, when appropriate.

24. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302(15).

25. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

26. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

27. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorneys' fees.

28. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

29. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☒ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 6 Pages.
BUYER'S Initials (ab) () Date 3/4/03 SELLER'S Initials (ge) (mc) Date 3-5-03

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

337
338 PROPERTY ADDRESS: 546 West Riverton Road, Blackfoot, Idaho ID#: 0200403

339
340 30. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior
341 Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or
342 representations not expressly set forth herein shall be binding upon either party.

343
344 31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

345
346 32. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement
347 on its behalf warrants his or her authority to do so and to bind BUYER and SELLER.

348
349 33. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) February 5, 2003 at
350 (Time) 12:00 Noon ☐ a.m. ☐ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to
351 BUYER on demand.

352
353 34. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this agreement.

354
355 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.)

356
357 BUYER Signature Audrey H. Beon BUYER Signature _____
358 BUYER (Print Name) Audrey H. Beon BUYER (Print Name) _____
359 Date 2/4/03 Time 4:55 ☐ a.m. ☒ p.m. Date _____ Time _____ ☐ a.m. ☐ p.m.
360 Address 546 Rebecca Dr. Address _____
361 City Blackfoot State ID Zip 83221 City _____ State _____ Zip _____
362
363
364
365
366
367

368
369 35. SELLER'S SIGNATURES:

370 On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.
371 I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

372
373 ☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
374 ☐ SIGNATURE(S) SUBJECT TO ATTACHED SELLER ADDENDUM(S) # _____

375
376 SELLER Signature Zane Caldwell SELLER Signature Marlene Caldwell
377 SELLER (Print Name) Zane Caldwell SELLER (Print Name) Marlene Caldwell
378 Date 2/5/03 Time 4:10 ☐ a.m. ☒ p.m. Date 2/5/03 Time 4:10 ☐ a.m. ☒ p.m.
379 Address 546 W. Riverton Rd. Address _____
380 City Blackfoot State Idaho Zip 83221 City _____ State _____ Zip _____
381
382
383
384
385
386
387
388

389 36. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

390 A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on
391 Date 2/6/03 Time 3:00 ☐ a.m. ☒ p.m.

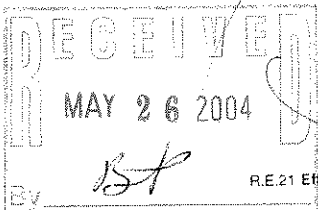
BUYER: Audrey H. Beon BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 6 of 6 Pages.
BUYER'S INITIALS (ab) () Date 2/4/03 SELLER'S INITIALS () () Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and
is provided only for use by real estate professionals who are members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.



R.E.21 Effective Date 08/02

B47238

523337

WARRANTY DEED

For Value Received **ZANE CALDWELL AND MARTHA MARLENE CALDWELL**, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

AUDREY H BEAN, a widow

whose address is: **1240 Rebecca Dr, Blackfoot, Idaho 83221**

Hereinafter called the Grantee, the following described premises situated in **Bingham County, Idaho**, to-wit:

Lots 6 and 7 in Section 7, Township 3 South, Range 35, E.B.M., Bingham County, Idaho, EXCEPTING THEREFROM a tract of land located in Lot 6, described as follows: Beginning at point N. 78°30'04" E. 122.60 feet from the SW corner of Section 7; thence N. 00°27'33" E. 79.94 feet; thence N. 63°34'36" E. 454.36 feet; thence N. 77°37'45" E. 136.44 feet; thence S. 46°00'45" W. 449.78 feet; thence N. 89°44'00" W. 217.19 feet; more or less, to the True Point of Beginning

ALSO all those portions of Lots 8, 17, and 21, lying W. of the following described line in Section 7, Township 3 South, Range 35 E.B.M., Bingham County, Idaho, Beginning at a point on the N line of a country road that is N. 89°40'00" W. along the section line 1833.85 feet and N. 435.46 feet from the SE corner of said Section 7 and running thence N. 12°03'49" W. along a fence line 706.74 feet; thence N. 20°46'00" E. 844.94 feet; thence N. 02°34'40" E. 376.69 feet; thence N. 36°58'12" E. 55.02 feet; thence N. 35°09'55" W. on the extension of a fence line to the intersection of the N. line of Lot 17.

ALSO all Lot 20, Section 7, Township 3 South, Range 35 E.B.M., Bingham County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessment as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: February 27, 2003

Zane Caldwell
Zane Caldwell

Martha Marlene Caldwell
Martha Marlene Caldwell

FIRST AMERICAN TITLE

RECORDED AT THE REGISTRY

2003 FEB 28 PM 2

FEE \$1.00

BINGHAM COUNTY, IDAHO

143

e of a country road that is N. 89°40'00" W. along the section line 1033.63 feet and the
at from the SE corner of said Sec 17 and running thence N. 12°03'40" W. along a fence line
6.74 feet; thence N. 20°46'00" E. 844.94 feet; thence N. 02°34'40" E. 3. 3.69 feet; thence N.
°58'12" E. 55.02 feet; thence N. 35°09'55" W. on the extension of a fence line to the
tersection of the N. line of Lot 17.

LSO all Lot 20, Section 7, Township 3 South, Range 35 E.B.M., Bingham County, Idaho.

BJEJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning
finances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments
agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's
airs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is
e owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes,
vies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible
on the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

ated: February 27, 2003

Zane Caldwell
Zane Caldwell

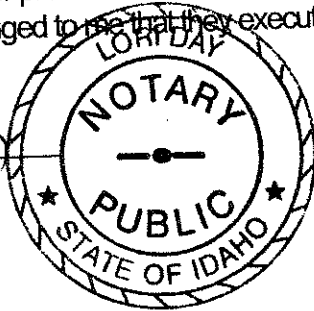
Martha Marlene Caldwell
Martha Marlene Caldwell

STATE OF Idaho

COUNTY OF BINGHAM

On this 27th day of February, 2003, before me Lori Day, personally appeared Zane Caldwell and Martha Marlene
Caldwell, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to
he within instrument, and acknowledged to me that they executed the same.

Lori Day
Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/03



FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF

2003 FEB 28 PM 2:45

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE \$1.00
2003 FEB 28 PM 2:45

523337

Riverston

27.1

Sección Rienton Rd. 2003

$$\begin{array}{r} 127 \\ 1318 \end{array}$$

22

11/11/11 0 11/11/11

33
J
D

222

100

FILE

100



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Audrey Bean
1240 Rebecca Drive
Blackfoot, Idaho 83221

March 1, 2004

Re: Snake River Basin Adjudication (SRBA)
Claim 27-37C

Subject: EVIDENCE OF OWNERSHIP OF WELCH WATER

Response Date: March 26, 2004

Dear Audrey:

The Department of Water Resources is currently investigating water right claims in Basin 27. IDWR information indicates that your water right claim is based on a water right decreed in *Stevens v. Eastern Idaho Water Co.*, Judgment Book 1, pp. 106-117 (Bingham County, Idaho August 1, 1891), to James Welch. This water right was decreed for 400 inches (8.0 cfs) with a March 20, 1886, priority date. This water right was numbered sometime after the decree by IDWE as water right no. 27-37.

The Department has received multiple claims to this water right totaling more than 8.0 cfs. In order to make a complete and accurate recommendation of your water right, each element of the water right must be proven. The Department needs information that shows you are a successor to the original James Welch water right. This could be established through deeds or other conveyance documents that show you own a portion of the original water right.

The previous information you submitted to me in January only refers to the ditch. It doesn't provide any evidence to support the ownership of the water right.

Please provide the information by the above referenced response date. If you have any questions, please feel free to contact me at 547-3993.

Respectfully;

Cindy E. Bird
Adjudication Bureau

CEB/ceb



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

February 24, 2004

COPY

MARLENE AND ZANE CALDWELL
442 W RIVER RUN RD
BLACKFOOT ID 83221-6302

RE: SRBA Claim based on decreed water right No. 27-37 C

Dear Claimant(s):

I am the Deputy Attorney General assigned to represent the Idaho Department of Water Resources (IDWR or the "Department") in Basin 27 in the Snake River Basin Adjudication.

The Department of Water Resources is currently investigating water right claims in Basin 27. IDWR information indicates that your water right claim is based on a water right decreed in *Stevens v. Eastern Idaho Water Co.*, Judgment Book 1, pp. 106-117 (Bingham County, Idaho August 1, 1891), to James Welch. This water right was decreed for 400 inches (8.0 cfs) with a March 20, 1886, priority date. This water right was numbered sometime after the decree by IDWR as water right no. 27-37.

The Department has received multiple claims to this water right totaling more than 8.0 cfs. In order to make a complete and accurate recommendation of your water right, each element of the water right must be proven. The Department needs information that shows you are a successor to the original James Welch water right. This could be established through deeds or other conveyance documents that show you own a portion of the original water right.

Please provide this information by March 26, 2004, to Cindy Bird at the Soda Springs Office for the Idaho Department of Water Resources. You can contact her at 208-547-3993. If you have any further questions regarding this matter, you can contact Cindy or you can contact me directly at 208-327-5404.

Very Truly Yours,

A handwritten signature in cursive script, reading "Candice M. McHugh".

Candice M. McHugh
Deputy Attorney General
Idaho Dept. of Water Resources

c: electronically Cindy Bird, IDWR