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3/2001

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.

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, 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
29-	11858		29-	2337	
~~29~~	~~7031~~				
29	-2484	OK			
29	-2503				
29	7031				

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) are 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)

Otto & Wilma Degen

4. New Owner/Claimant(s)

Kenneth R Degen & Brenda Degen
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

19748 50 Degen Rd

City, State and ZIP Code

Downey Idaho 83234

New Telephone Number

() 897-5792

5. Date you acquired the property

April 6, 1986

AGREEMENT OF SALE

THIS AGREEMENT made and entered into this 10th day of April, 1996 by and between **WILMA F. DEGN**, hereinafter called "SELLER" and **KENNETH R. DEGN and BRENDA J. DEGN**, hereinafter called "BUYER".

WITNESSETH

WHEREAS, SELLER desires to sell to BUYER, and BUYER desires to buy from SELLER, on the terms and conditions specified herein, the real property described in Exhibit "A" attached hereto, and

WHEREAS, the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions of this transaction;

NOW, THEREFORE, the parties hereto do agree as follows:

1. PROPERTY

SELLER agrees to sell to BUYER, and BUYER agrees to buy from SELLER by Warranty Deed, on the terms and conditions herein specified, the Real Property described in Exhibit "A", hereinafter referred to as "Premises", together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

BUYER further agrees to grant to SELLER a Mortgage in favor of SELLER to secure the payment of a note, the terms of which are described herein.

2. PURCHASE PRICE AND TERMS

BUYER shall pay SELLER for said property a Purchase Price of \$410,000.00. The purchase price shall be paid as follows:

The balance owing shall bear interest at 6% per annum and shall be payable in 240 monthly amortized installments of \$2,937.37 each with the first payment due May 1, 1996, and a like amount due on the same day of each month thereafter until the entire principal and accrued interest are paid in full. Payments shall include principal and interest and there shall be no penalty for prepayment.

3. POSSESSION

BUYER is granted possession of the Premises and shall be entitled to continue in possession thereof so long as they shall not be in default in the performance of any of the terms of this Agreement.

4. SPRINKLER EQUIPMENT

SELLER does hereby convey and transfer to BUYER all sprinkler equipment currently located on the premises sold hereunder.

5. TAXES

All taxes and assessments for 1995 on the Premises described herein shall be paid by SELLER. All taxes and assessments for 1996 on the Premises described herein shall be paid by BUYER.

6. WARRANTY DEED, MORTGAGE AND DEFAULT PROVISIONS

Concurrent with the execution of this Agreement, SELLER shall execute a good and sufficient Warranty Deed to the above-described property naming SELLER as Grantor and BUYER as Grantee free from all encumbrances except those of record. Also concurrent with this Agreement the BUYER shall execute a Promissory Note and Mortgage to

SELLER

BUYER

Wilma F. Degn

WILMA F. DEGN

554-30-2120

Soc. Sec. No.

Kenneth R. Degn

KENNETH R. DEGN

519-62-8632

Soc. Sec. No.

Brenda J. Degn

BRENDA J. DEGN

519-64-9866

Soc. Sec. No.

STATE OF IDAHO)
) ss.
County of Franklin)

On this 10th day of April, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILMA F. DEGN**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Steven R. Fuller
NOTARY PUBLIC for State of Idaho
Residing at: Preston, Idaho
Comm. Expires: 2/19/99

STATE OF IDAHO)
) ss.
County of Franklin)

On this 10th day of April, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared **KENNETH R. DEGN and BRENDA J. DEGN**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Steven R. Fuller
NOTARY PUBLIC for State of Idaho
Residing at: Preston, Idaho
Comm. Expires: 2/19/99

EXHIBIT "A"

PARCEL 1:

TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 7: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM A TRACT OF LAND IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$; SECTION 7, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE NORTH ALONG THE WEST LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ 109 FEET; THENCE EAST 400 FEET; THENCE SOUTH 109 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE WEST ALONG SAID SOUTH LINE 400 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 8: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE STATE OF IDAHO, BY AND THROUGH THE IDAHO BOARD OF HIGHWAY DIRECTORS BY WARRANTY DEED RECORDED OCTOBER 27, 1969 AS INSTRUMENT NO. 464845 FOR HIGHWAY PURPOSES.

ALSO EXCEPTING THEREFROM TOWNSHIP 11 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 8, AND RUNNING THENCE NORTH 368 FEET, THENCE WEST 355 FEET, THENCE SOUTH 368 FEET, THENCE EAST 355 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN SECTION B, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY AND FURTHER DESCRIBES AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION B; THENCE NORTH 00°12'42" WEST 368.00 FEET (NORTH 368 FEET BY RECORD) ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE TRUE POINT OF BEGINNING WHICH IS A 5/8" REBAR WITH CAP LABELED HUDSON PLS 4735 SET AT THE NORTHEAST CORNER OF THAT TRACT RECORDED IN THE RECORDS OF BANNOCK COUNTY UNDER INSTRUMENT NO. 696472; THENCE SOUTH 89°47'18" WEST 355.00 FEET (WEST 355.00 FEET BY RECORD); THENCE SOUTH 00°12'42" EAST 345.22 FEET (SOUTH 368.00 FEET BY RECORD) TO A 5/8" REBAR WITH CAP SET ON THE NORTH RIGHT OF WAY LINE OF BOWMAN ROAD; THENCE SOUTH 89°25'50" WEST 81.48 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 00°12'42" WEST 1297.33 FEET TO A 5/8" REBAR WITH A CAP SET ON A FENCE LINE; THENCE NORTH 89°25'01" EAST 436.49 FEET ALONG SAID FENCE TO A 5/8" REBAR WITH CAP SET ON THE NORTH-SOUTH CENTER SECTION LINE; THENCE SOUTH 00°12'42" EAST 954.43

ALONG SAID CENTER SECTION LINE TO THE TRUE POINT OF BEGINNING;
CONTAINING 10.2 ACRES OF LAND.

PARCEL 3:

TOWNSHIP 11 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN

SECTION 17: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOGETHER WITH A 75 HP US ELECTRIC MOTOR WITH A PEARLESS TURBINE PUMP, AND 5,274 FEET OF SIZES 6-INCH THROUGH 10-INCH PVC MAINLINE AND 660 FEET OF SIZE 10-INCH STEEL MAINLINE, AND ANY REPLACEMENTS, ALL OF WHICH ARE HEREBY DECLARED TO BE APPURTENANT THERETO

EXCEPTING FROM THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER THEREOF AND RUNNING SOUTH 208.7 FEET; THENCE WEST 417.2 FEET; THENCE NORTH 208.7 FEET; THENCE EAST 417.2 FEET TO BEGINNING.

ALSO EXCEPTING: BEGINNING AT A POINT 417.2 FEET WEST OF THE NORTHEAST CORNER OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE SOUTH 208.7 FEET; THENCE WEST 436.4 FEET; THENCE NORTH 208.7 FEET; THENCE EAST 436.4 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING: BEGINNING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 17; THENCE IN AN EASTERLY DIRECTION ALONG SAID SECTION LINE A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING IN AN EASTERLY DIRECTION A DISTANCE OF 436.4 FEET TO A POINT ON SAID SECTION LINE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LAND DESCRIBED IN AN INSTRUMENT RECORDED MARCH 31, 1977, AS INSTRUMENT NO. 573186; THENCE SOUTH 208.7 FEET; THENCE WEST 436.4 FEET; THENCE NORTH 208.7 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND BEING ON BOTH SIDES OF THE CENTER LINE OF INTERSTATE 15 PROJECT NO. I-15-1(15)32 HIGHWAY SURVEY AS SHOWN ON THE PLANS THEREOF NOW ON FILE IN THE OFFICE OF THE DEPARTMENT OF HIGHWAYS OF THE STATE OF IDAHO, AND BEING A PORTION OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18; THE W $\frac{1}{2}$ SW $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 17, TOWNSHIP 11 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN; THENCE NORTH 89°44'20" EAST ALONG THE SOUTH LINE OF SAID SW $\frac{1}{4}$ SW $\frac{1}{4}$ A DISTANCE OF 125 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 150 FEET EASTERLY FROM THE CENTERLINE OF SAID INTERSTATE 15, PROJECT NO. I-15-1(15)32 HIGHWAY SURVEY; THENCE ALONG SAID PARALLEL LINE AS FOLLOWS: NORTHERLY ALONG AN 11,609.16 FOOT RADIUS CURVE LEFT 783 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 854+25.62 OF SAID HIGHWAY SURVEY; NORTH 0°03'42" EAST 2774.38 FEET TO A POINT OPPOSITE STATION 882+00 OF SAID HIGHWAY SURVEY; THENCE NORTH 1°45'36" EAST, LEAVING SAID PARALLEL LINE, 413.90 FEET TO A POINT IN THE NORTH LINE OF THE SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 17 AND BEARS SOUTH 89°56'18" EAST, 162.62 FEET FROM STATION 886+13.17 OF SAID HIGHWAY SURVEY; THENCE NORTH 89°08'03" WEST ALONG SAID NORTH LINE 162.64

FEET TO THE NORTHWEST CORNER OF SAID SW $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE SOUTH 0°03'42" WEST ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 150 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 150 FEET WESTERLY FROM THE CENTER LINE OF SAID HIGHWAY SURVEY; THENCE ALONG SAID LAST PARALLEL LINE AS FOLLOWS: SOUTH 0°03'42" WEST 552 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 854+25.62 OF SAID HIGHWAY SURVEY; SOUTHERLY ALONG AN 11,309.16 FOOT RADIUS CURVE RIGHT 752.06 FEET TO A POINT OPPOSITE STATION 846+63.58 OF SAID HIGHWAY SURVEY; THENCE SOUTH 38°42'50" WEST LEAVING SAID LAST PARALLEL LINE 37.04 FEET TO A POINT IN THE SOUTH LINE OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE SOUTH 89°21'43" EAST ALONG SAID SOUTH LINE 205 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 4:

TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 18: S $\frac{1}{4}$ NE $\frac{1}{4}$ AND N $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL 5:

AN EASEMENT FOR RIGHT OF WAY PURPOSES ACROSS THE FOLLOWING DESCRIBED PORTION OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 18, TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 18 AND RUNNING SOUTH ALONG THE SECTION LINE BETWEEN SECTION 18 AND SECTION 17, A DISTANCE OF 1320 FEET, THENCE WEST 30 FEET, THENCE NORTH 1320 FEET, THENCE EAST 30 FEET TO THE POINT OF BEGINNING. GRANTED BY THE INSTRUMENT RECORDED IN BOOK 110 OF DEEDS, PAGE 441.