



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 28, 2001

JAY STOLWORTHY
1577 E WOLVERINE RD
FIRTH ID 83236

RE: CHANGE IN OWNERSHIP FOR A27-00053

Dear Mr. Stolworthy:

The request for Change in Ownership for a portion of the above referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

27-11918: 0.18 CFS, 74 ACRES, PARTNERSHIP
27-11919: 0.02 CFS, 7 ACRES, STOLWORTHY

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

A handwritten signature in cursive script that reads "Cheri Vandermeulen".

Cheri Vandermeulen
Records Clerk

Enclosure(s)

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

RECEIVED

MAY 28 1998

Department of Water Resources
Eastern Region

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

OK
JC
10/5/98

1. Water Right Number(s) _____
Adjudication Claim Number(s) A27-00051 + A27-00053
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 for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Lloyd Stalworthy Ltd Family Partnership
182 Hartert DR. Idaho Falls, ID
4. New Owner/Claimant(s) Jay Stalworthy
Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR
New Mailing Address 1577 East Wolmer Rd
City, State and ZIP Code Firth ID 83236
New Telephone Number (208) 346-6466
5. Date you acquired the property 1995 + 1973-
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated	<u>7</u>	Number and type of stock	_____
<u>A27-00051 - 0.14cfs</u>		<u>A27-00053 - 0.14cfs</u>	
Diversion rate in CFS	_____	Number of homes	<u>NA</u>
cubic feet per second		Other uses	<u>Stock</u>

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. See Attached sheet
7. Signature of New Owner/Claimant(s) Jay Stalworthy Date May 8, 98
Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Split for Jay Stokathy

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	38E	10	SE	NE		IRR	5.0
			NE	SW		IRR	10.0
			SW	SW		IRR	13.0
			SE	SW		IRR	2.0
			NE	SE		IRR	2.0
			NW	SE		IRR	12.0
			SW	SE		IRR	15.0
			SE	SE		IRR	2.0
						Section Acres	61.0
		14	NW	NW		IRR	7.0
						Section Acres	7.0
		15	NE	NE		IRR	13.0
						Section Acres	13.0
						Total Acres	81.0

11. Place of use in counties: BINGHAM

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A27-00051.

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

FRED S. STEVENS, ET AL.
Decree Plaintiff

vs

EASTERN IDAHO WATER CO., ET AL
Decree Defendant

MICROFILMED

NOV 12 1992

CONTRACT -- PROTECTIVE RESTRICTIONS

This AGREEMENT made this 24th day of June, 1974, between Lloyd Stolworthy and Lucille Stolworthy, his wife, and Jay L. Stolworthy and Merri Lynn Stolworthy, his wife.

WHEREAS, Lloyd Stolworthy and Lucille Stolworthy, his wife, are the owners of a certain tract of real property located in the County of Bingham, State of Idaho, and described as follows, to-wit:

Beginning at a point that is N 0° 14' 13" E 395.81 feet along the Section Line and West 176.21 feet from the East $\frac{1}{4}$ corner of Section 10, T. 2 S., R. 38 E.B.M. and running thence S 34° 07' 40" W 315.19 feet; thence S. 67° 28' 52" W 250.95 feet; thence N 69° 57' 58" W 618.71 feet to the Easterly side of the Wolverine Creek Road; thence Northerly along said road the following four (4) courses, N 47° 51' 41" E 170.23 feet; N 40° 46' 38" E 187.58 feet, N 5° 45' 31" E 185.13 feet and N 1° 23' 36" E 271.81 feet; thence S 40° 10' 52" E 498.23 feet; thence N 85° 45' 39" E 266.18 feet, thence S 32° 05' 45" E 243.15 feet to the point of beginning containing 9.817 acres.

AND WHEREAS Lloyd Stolworthy and Lucille Stolworthy, his wife, shall hereinafter be called the Owners of the above described property, and Jay L. Stolworthy and Merri Lynn Stolworthy, his wife, who are purchasing the above described property shall be called the Purchasers.

NOW THEREFORE, Lloyd Stolworthy and Lucille Stolworthy, the owners, and Jay L. Stolworthy and Merri Lynn Stolworthy, the purchasers agree to the following protective restrictions, conditions between the owners and purchasers of said property, their heirs, successors and representatives and assigns:

1. WHEREAS, That Lloyd Stolworthy and Lucille Stolworthy shall have the first option to purchase said property described above and being sold to Jay Stolworthy and Merri Lynn Stolworthy, should they or their heirs, meaning their children, no longer desire to retain the ownership or should they desire to sell the above said described property; the purchase price of said option to be determined by the cost of purchasing of said property by the purchasers plus the cost of permanent improvements and investments with reasonable depreciation of said improvements, if any, made by said Purchasers on the above described land. This option is to become null and void upon the death of the Owners Lloyd Stolworthy and Lucille Stolworthy.
2. LAND Use: The above described property shall be used only and solely for the purpose described as Residential property. No structure shall be erected, constructed, or altered, or maintained on any part of the property then newly constructed single family dwelling of a permanent character, placed in a permanent location, containing not more than one kitchen and used by but one family.
3. OTHER USE PERMITTED: Accessory buildings and uses incidental to each single-family dwelling when placed upon the same parcel of land and not used or operated commercially, including: private garage, tool shed, work shop, guest quarters provided no kitchen or kitchen facilities are included therein.
4. LIVESTOCK & POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the property except dogs, cats, or household pets. Riding and saddle horses are permitted if kept at a reasonable number and not used for any commercial purpose.

PART OF

ON 10,11, T. 2 S., R. 38 E. B.M.,
BINGHAM COUNTY, IDAHO

BEARING PERVIOUS SURVEY

N 89°22'57" E

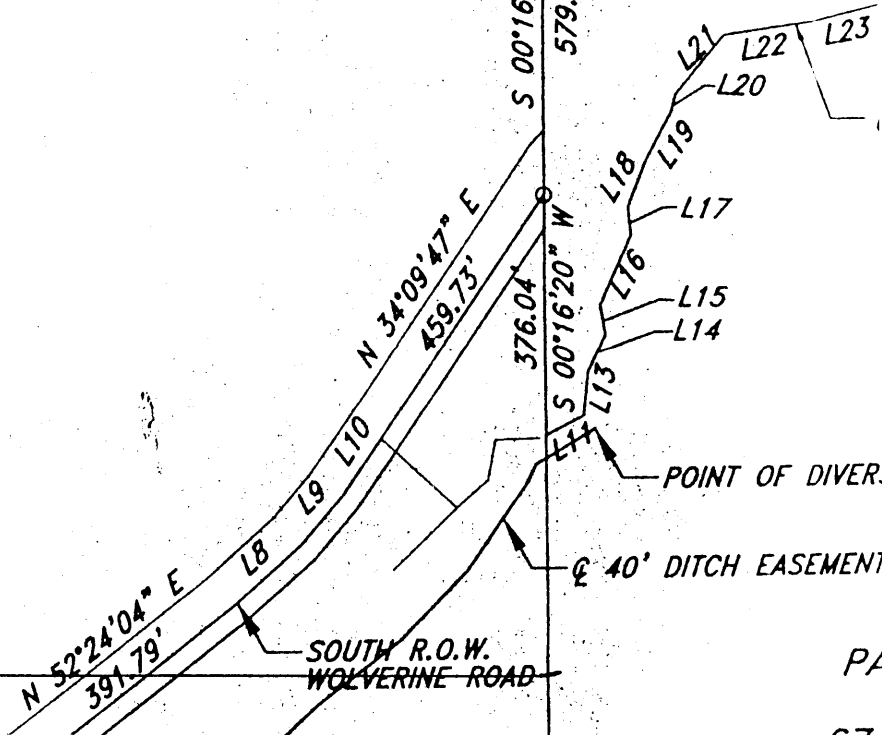
5077.37'

NW CORNER
OF SECTION 11
C.P.&F #

3 2
10 11



SCALE: 1" = 300'



PA

67

Copy

CONTRACT OF SALE

THIS CONTRACT OF SALE is executed as of the 12 day of December, 1996, by Lloyd Stolworthy Family Limited Partnership "A", hereinafter referred to as "Seller", and Jay Lloyd Stolworthy, a single man, hereinafter referred to as "Buyer".

AGREEMENT

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. **Sale.** Seller hereby agrees to sell to Buyer on the performance of the agreements of Buyer as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of Buyer, or any lien or encumbrance to which this Contract of Sale is expressly made subject, the following described real property situated in Bingham County, Idaho (the "Property"):

See attached Exhibit "A" for legal description.

SUBJECT TO all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

2. **Payment and Purchase.** Buyer agrees to buy the Property and to pay Seller therefor the sum of Eighty Thousand Dollars (\$80,000), in lawful money of the United States of America, in the following manner:

A. Buyer shall pay to Seller at closing the sum of Sixteen Thousand Dollars (\$16,000).

B. The balance of the purchase price in the amount of Sixty-Four Thousand Dollars (\$64,000), together with interest thereon at the rate of seven percent (7%) per annum from November 1, 1996, shall be paid by Buyer pursuant to the terms and conditions of a Promissory Note (the "Promissory Note") which Buyer shall execute and deliver to Seller. The final maturity date for the Promissory Note shall be October 31, 2000.

C. The Promissory Note shall be secured by a Mortgage which Buyer shall execute. After recording the Mortgage shall be delivered to Seller.

3. **Documents.** Seller shall execute a Warranty Deed and deliver such Warranty Deed to Buyer for recording. Buyer shall execute the Promissory Note and the Mortgage, and shall deliver such documents to Buyer.

4. **Possession.** Seller shall be entitled to retain possession of the Property up to and including November 1, 1996. After November 1, 1996, Buyer shall have the right to the possession of the Property so long as Buyer shall perform all of the terms, covenants and conditions of this Contract of Sale.

5. **Apportionments.** All taxes and assessments upon the Property shall be prorated between the parties as of November 1, 1996. Seller shall pay all taxes and assessments levied upon the Property for the time prior to and including said date, and Buyer shall pay all such taxes levied upon the Property for the term after said date before the same become delinquent.

6. **Warranties and Disclaimers.** BUYER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO WARRANTIES IN REGARD TO ANY OF THE PROPERTY DESCRIBED HEREIN, EXPRESS OR IMPLIED TO BUYER, EXCEPT ANY WARRANTIES OF TITLE THAT MAY BE OTHERWISE CONTAINED IN THIS CONTRACT OF SALE. THERE IS NO WARRANTY GIVEN AS TO FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO MERCHANTABILITY.

7. **Default.**

A. Time and prompt performance of each term, covenant and condition of the Sale Documents are material and of the essence of this Contract of Sale. Every term is material. Performance means compliance that is full and to the letter of this Contract of Sale. Substantial compliance will not be sufficient. Performance by Buyer is a condition precedent to performance by Seller.

B. The following or any of them constitute an event of default under the terms of this Contract of Sale:

i. If Buyer shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of the Sale Documents following thirty (30) days written notice of default sent from Seller

to Buyer in the manner specified herein, which notice shall specify Buyer's default.

ii. If Buyer shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of his business or of all or a major portion of Buyer's assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of Buyer's assets, Seller may declare such event a breach and a default.

C. Upon the occurrence of an event of default, and the failure, neglect or refusal of Buyer to cure the same during any notice period required for such default specified above, without further notice to Buyer, Seller shall be entitled to effectuate such rights and remedies against Buyer as are then available to Seller under the terms of the Sale Documents and the laws of the State of Idaho, including without limitation, the following remedies:

i. Declare all obligations of Buyer under the Sale Documents immediately due and payable in full and proceed with any actions authorized by the laws of the State of Idaho to collect any and all amounts due and owing by Buyer to Seller and enforce all obligations of Buyer to Seller.

ii. Bring any action authorized under the laws of the State of Idaho to judicially foreclose on the Mortgage referred to herein.

iii. Exercise all other remedies provided in the Sale Documents.

iv. Exercise all remedies provided by law or equity.

D. The remedies provided in this Contract of Sale are cumulative and the exercise of any remedy by Seller shall not be exclusive of the right to affect any other remedy allowed Seller under the terms of the Sale Documents or by law or equity.

E. If Seller elects to hire an attorney to prepare the notice of default, Buyer shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Buyer to cure said default, the costs of preparation of said default notice and said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs.

8. **Enforcement.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing the Sale Documents or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

9. **Binding Effect.** The Sale Documents shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

10. **Survival of Terms.** The terms and provisions of the Sale Documents shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of the Sale Documents shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

11. **Waiver.** A waiver of any default or breach of any term of the Sale Documents shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of the Sale Documents. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

12. **Attorneys.** Holden, Kidwell, Hahn & Crapo, P.L.L.C. has acted as attorneys for both parties to this Agreement. By separate document, the parties have been informed of the benefits and disadvantages of such dual representation and have consented thereto.

13. **Integration of Agreement.** Seller and Buyer acknowledge that the terms of this Sale Documents may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Sale Documents and may vary from any negotiations between the parties prior to the execution of this Sale Documents. Seller and Buyer agree that the terms, covenants and conditions of this Sale Documents and the Related Documents shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Sale Documents and the Related Documents. This Sale Documents and the Related Documents shall be and are the final expression of the agreement of the parties and shall control. No modification of this Sale Documents or the Related Documents shall be valid unless in writing and executed by the parties to this Agreement.

14. Severance and Validity. If any provision of this Sale Documents or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect, and shall in no way be effected, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

15. Notice to Parties. Service of any notice permitted or required under the terms of this Contract of Sale shall be effective upon (i) personal delivery, (ii) upon telefaxing the notice to a number designated by the recipient, or (iii) upon depositing of the notice in the United States Mail, by Certified Mail, addressed as follows:

If to Buyer:

Jay Lloyd Stolworthy
1577 E. Wolverine Road
Firth, Idaho 83236

If to Seller:

Lloyd Stolworthy Family Limited Partnership "A"
182 Hartert Drive
Idaho Falls, Idaho 83404

16. Building Restrictions. Buyer acknowledges that Buyer shall not construct any improvement on the premises without the consent of Lucille Stolworthy. This restriction shall lapse upon recording a certified death certificate of Lucille Stolworthy.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.

SELLER:

LLOYD STOLWORTHY FAMILY LIMITED
PARTNERSHIP "A"

By: Lucille Stolworthy
Lucille Stolworthy, General Partner

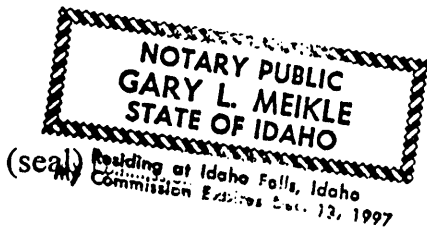
BUYER:

Jay Lloyd Stolworthy
Jay Lloyd Stolworthy

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 12 day of December, 1996, before me the undersigned, a notary public in and for said State, personally appeared Lucille Stolworthy, known or identified to me to be one of the partners in the partnership of Lloyd Stolworthy Family Limited Partnership "A" and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

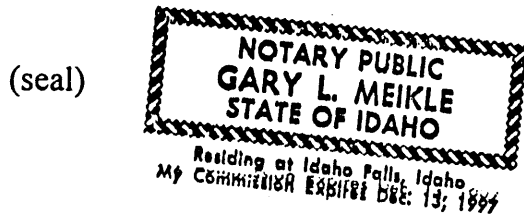


Gary L. Meikle
Jay Lloyd Stolworthy
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/12/97

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 12 day of December, 1996, before me, the undersigned, a notary public, in and for said State, personally appeared Jay Lloyd Stolworthy, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/13/97

G:\WPDATA\GLM\6973UAY1025.COS:aa/jht:bc

EXHIBIT "A"

Part of Section 10 and 11, Township 2 South, Range 38 East B.M., Bingham County Idaho described as:

Beginning at a point on the centerline of Wolverine Creek that is S 89°52'49" E 961.55 feet along the section line from the north-east corner of said Section 10 and running thence S 89°52'49" E 367.69 feet along said section line; thence S 00°16'20" W 3279.61 feet; thence N 90°00'00" W 120.30 feet; thence N 76°48'07" W 454.61 feet; thence S 68°03'23" W 494.92 feet; thence S 89°37'47" W 631.11 feet to the south-east corner of an existing survey; thence along said existing survey N 57°24'51" W 1170.01 feet to a point on the southerly right-of-way of Wolverine Road; thence along said southerly right-of-way the following (3) courses; (1) N 22°58'39" E 314.19 feet; thence (2) N 33°31'34" E 55.05 feet; thence (3) N 42°14'07" E 8.34 feet to the south-west corner of an existing survey; thence along said existing survey the following (6) courses; (1) S 69°57'58" E 607.26 feet; thence (2) N 67°28'52" E 250.95 feet; thence (3) N 34°07'43" E 315.38 feet; thence (4) N 32°05'45" W 243.15 feet; thence (5) S 85°45'39" W 266.18 feet; thence (6) N 40°10'48" W 495.15 feet to a point on the southerly right-of-way of Wolverine Road; thence along said southerly right-of-way the following eight (8) courses: (1) N 15°07'27" E 113.77 feet; thence (2) N 17°41'17" E 55.58 feet; thence (3) N 38°10'58" E 77.32 feet; thence (4) N 52°24'04" E 391.79 feet; thence (5) N 48°43'32" E 145.03 feet; thence (6) N 40°41'41" E 98.77 feet; thence (7) N 34°58'14" E 108.74 feet; thence (8) N 34°09'47" E 457.78 feet; thence S 00°14'31" W 374.87 feet along the east line of said Section 10; thence along the centerline of Wolverine Creek the following seventeen (17) courses: (1) N 63°42'17" E 67.96 feet; thence (2) N 05°52'58" E 69.54 feet; thence (3) N 27°10'17" E 63.47 feet; thence (4) N 09°23'02" W 46.13 feet; thence (5) N 24°19'50" E 120.92 feet; thence (6) N 05°21'18" W 42.67 feet; thence (7) N 21°26'29" E 77.00 feet; thence (8) N 27°44'46" E 86.07 feet; thence (9) N 14°35'09" E 29.30 feet; thence (10) N 39°55'56" E 118.19 feet; thence (11) N 81°44'16" E 140.59 feet; thence (12) N 76°18'53" E 107.64 feet; thence (13) N 59°05'45" E 65.47 feet; thence (14) N 66°31'51" E 132.89 feet; thence (15) N 58°47'30" E 68.92 feet; thence (16) N 44°36'01" E 75.21 feet; thence (17) N 52°38'23" E 184.46 feet to the point of beginning.