

**RINGERT
CLARK**
**CHARTERED
LAWYERS**

Laura E. Burr
Jeffrey R. Christensen
David P. Claiborne
D. Blair Clark
S. Bryce Farris
Jon C. Gould
David Hamnerquist
Charles L. Honsinger
James P. Kaufman
Jennifer Reid Mahoney
James G. Reid
Daniel V. Steenson

RECEIVED

JUN 01 2006

WATER RESOURCES
WESTERN REGION

May 29, 2006

Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705-5082

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JUN 06 2006

DEPARTMENT OF
WATER RESOURCES

Re: Notice of Change in Water Right Ownership

Dear Sir or Madam:

Enclosed please find a completed Notice of Change in Water Right Ownership that I hereby submit on behalf of my clients, James and Mary Ann Slegers and the Slegers Family Limited Partnership. I also submit herewith with the Deed and Real Estate Purchase and Sale Agreement indicating ownership of the property to which the water right is appurtenant. Per instructions from staff, I am not enclosing a copy of an aerial photograph depicting the property as the claim has been recently recommended in the SRBA. Finally, it is my understanding that no filing fee is necessary given that there is a pending claim in the SRBA for the water right.

Please call me with any questions or concerns that you may have regarding this matter.

Sincerely,


Charles L. Honsinger

enclosure

cc: Jim Slegers

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

JUN 01 2006

WATER RESOURCES
WESTERN REGION

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 (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
63-07697	A63-07697				

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) Edward T. Evans
9990 Roan Meadows Dr., Boise, ID 83709
4. New Owner/Claimant(s) Slegers Family Limited Partnership and
James and Mary Ann Slegers
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 4601 W. Kuna Cave Road
 City, State and ZIP Code Kuna, ID 83634
 New Telephone Number (208) 922-5864
 Date you acquired the property Feb. 2, 2005

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.

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	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Use		
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	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Use		
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) James Seegars - Marilee Seegars
(include title if applicable) Seegars family L.P. - by James Seegars

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 _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ _____ Date _____ WR _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. DO NOT SIGN THIS DOCUMENT UNLESS IT IS FULLY COMPLETED AND YOU COMPLETELY UNDERSTAND BOTH THE FRONT AND BACK OF IT. YOU SHOULD CONSULT YOUR ATTORNEY BEFORE YOU SIGN THIS AGREEMENT OR ANY OTHER DOCUMENT THAT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. AGREEMENT: The undersigned buyer(s) agree to buy, and the undersigned seller(s) agree to sell, the property described below, at the price and terms described herein.

Buyer's Signature: James Deegan Date: 1/20/05
 Buyer's Signature: James Deegan Date: 1/20/05

Seller's Signature: Edward Evans Date: 1/20/05
 Seller's Signature: Edward Evans Date: 1/20/05

Parties to transaction:

Buyer's Name: James Deegan or assignees
 Name(s): Mary Ann Deegan or assignees
 Address: 4160 P. W. Kenna Cave Rd.
 City, State, Zip: Kansas, Eld 83634

Seller's Name(s): Edward Evans Family
 Name(s): Limited Partnership
 Address: 789 Spelman
 City, State, Zip: Meridian, Eld 83642

SPECIFIC TERMS AND DETAILS OF AGREEMENT:

1. Land 419 +- acres in sections
30 and 31 171w B.M.
Complete legal to be attached
 2. Property Address: 11660 S. Can-ada Rd.
Mella City Ada County Eld State

3. Amount of Earnest Money: \$
 Receipt Acknowledged by: R.L. Keenhe

4. FORM OF EARNEST MONEY:
☒ Personal Check ☐ Cashiers Check ☐ Cash ☐ Promissory Note
☐ Other (Describe in "Additional Terms of Purchase")

5. Total Price of Property: \$

6. FINANCING: ☐ Cash ☐ FHA ☐ VA ☐ IHA
☐ Conventional ☐ Assume Seller's Loan

7. Seller Financing (Describe in "Additional Financing Terms" below)

7. DOWN PAYMENT: \$

8. ADDITIONAL FINANCING TERMS:

9. Contingencies: ☒ NONE (No Contingencies Apply)
 Contingent on Financing: ☐ YES ☐ NO
 Contingent on sale of buyer's home: ☐ YES ☐ NO
 Other Contingency (Describe in "Additional Financing Term"): ☐ YES ☐ NO
 Maximum interest rate for Buyer's loan: %
 Maximum number of points Seller is obligated to pay: \$
 Maximum cost of lender/code repairs to be paid by Seller: \$
 Property to remain on market: ☐ YES ☐ NO

10. Date of Closing: 1/31/05 Date of Possession: same

11. Closing to be performed by: Pioneer Title - Nampa

12. Title Insurance to be provided by (Title Company):

Pioneer Title

13. Property Specifically INCLUDED in Sale: Pumps, 350 HP motor, 19 handlines and water right
2 b3-07697.

14. Property Specifically EXCLUDED in Sale: extra aluminum mainline owned by Lloyd Mc

15. Offer subject to Acceptance by (Date): (Time):

16. Listing Broker: John Hahn Selling Broker: John Hahn

17. Responsible Broker: John Hahn Amount of Commission: Silver Dollar Realty

18. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) in Section 2 below to confirm that in this transaction, the broker(s) involved had the following relationship(s) with the Buyer(s) and the 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 inspecting 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.

19. ADDITIONAL TERMS OF PURCHASE: Refer to addendum 1

title insurance. Closing and escrow fees to be split equally. The transaction is a 1031 exchange to be paid by sellers or their assignee. All costs of 1031 exchange paid by buyers

Buyer hereby receipts for a copy of this agreement with the seller's signature showing seller's acceptance of offer OR agent certifies that the buyer's copy with seller's acceptance was sent to buyer via certified mail, hand delivered or faxed.

Signature: _____ Date: _____

The provisions on the BACK of this form are also a part of this agreement.

Buyer's Initials: _____

Buyer's Initials: _____

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

FRONT

White - Broker's Copy / Yellow - Buyer's Copy / Pink - Seller's Copy / Gold - Buyer's Copy with Seller's Acceptance

250434-62



WARRANTY DEED

FOR VALUE RECEIVED THE EDWARD EVANS FAMILY LIMITED PARTNERSHIP,
AN IDAHO LIMITED PARTNERSHIP

the Grantor, does hereby grant, bargain, sell and convey unto SLEGERS FAMILY L.P., a
California Limited Partnership, an undivided 53.92% interest AND
JAMES SLEGERS and MARY ANN SLEGERS, husband and wife, an undivided
46.08% interest

the Grantees, whose address is 4601 W. Kuna Cave Road, Kuna, ID 83634

the following described premises, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said
premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2005 and
subsequent years, covenants, conditions, restrictions and easements of record; and that it will warrant and defend the same from
all lawful claims whatsoever.

DATED: February 2, 2005

THE EDWARD EVANS FAMILY LIMITED PARTNERSHIP

BY: Edward Evans BY: Crystal J. Evans

STATE OF IDAHO

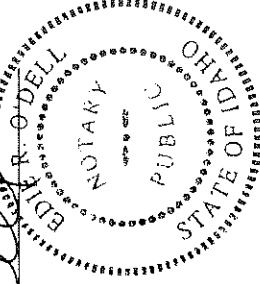
COUNTY OF CANYON

On this 2nd day of Feb., 2005, before me, a
notary public, personally appeared **EDWARD T. EVANS AND
CRYSTAL J. EVANS**, known or identified to me to be (one
of) the partner(s) in the partnership of **THE EDWARD T.
EVANS FAMILY LIMITED PARTNERSHIP** and the partner(s)
who subscribed said partnership name to the foregoing
instrument, and acknowledged that he/she/they executed the
same.

Ed R. Dell
Notary Public

Residing at Nampa, ID

My commission expires: 4/17/2009



PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

COMMITMENT

[Handwritten signature]

EXHIBIT A

Section 31:

E 1/2 of the SW 1/4;

Section 30:

EXCEPTING THEREFROM the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$.