

WA

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

RECEIVED

NOV 03 2006

DEPARTMENT OF
WATER RESOURCES

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
AS 79-4127B					

2. The following **REQUIRED** information must be submitted with this form:

A. ~~The appropriate Form 3-PL-2. 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)

RUTH HAMILL
912 Johnson Drive, Middleton, ID 83644

4. New Owner/Claimant(s)

MARTHA and LAWRENCE M. STOLBERG (married couple)
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 239

City, State and ZIP Code

RIGGINS, ID 83549

New Telephone Number

(208) 628-4219

5. Date you acquired the property

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Martha J. Stolberg
L. Stolberg

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 ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

MARTHA and ~~STOLBERG~~ and LAURENCE RIGGINS, Idaho March 22 2005
THE STOLBERG FAMILY TRUST, May 27, 1998

(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 200 TIME ZONE BRIDGE ROAD
 City of RIGGINS County of IDAHO, Idaho legally described as: see attached legal description

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

EARNEST MONEY.

- (a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of FIVE HUNDRED dollars (\$ 500.-) evidenced by: ☐ Cash ☒ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or _____
- (b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by ☐ Listing Broker ☐ Selling Broker ☒ Other IDAHO CO. TITLE for the benefit of the parties hereto, and N/A (Broker) shall hold the completely executed broker's copy of this agreement and is responsible for the closing.
- (c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.
- (d) The parties agree that IDAHO CO. TITLE Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be IDAHO CO. TITLE. If a long-term escrow / collection is involved, then the escrow holder shall be _____

1. TOTAL PURCHASE PRICE IS ONE HUNDRED SIXTY THOUSAND DOLLARS (\$ 160,000.-)

Payable as follows:

- a. \$ 500.- Cash down, including above Earnest Money (Closing costs are additional).
 b. \$ 159,500.- Balance of the purchase price (M.I.P. not included).

2. FINANCING. Buyer to secure the following financing: ☐ FHA, ☐ VA, ☐ Conv, ☐ IHA, ☐ FmHA, ☐ Assumption of existing loan(s).

(a) ☐ NEW FINANCING. Purchase loan balance as noted above for a period of _____ years at _____ % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than _____ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed _____ points. Any reduction in points shall first accrue to the benefit of the ☐ Buyer ☐ Seller.

(b) ☐ ASSUMPTION. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ _____ but no more than _____ % with monthly payments of approximately \$ _____ ☐ P ☐ O ☐ I ☐ T ☐ I.

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan _____
 Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

3. OTHER FINANCING, TERMS AND/OR CONDITIONS: Buyer purchasing through 1031 Exchange.
Seller to provide legal description by way of survey.

4. CONTINGENCIES. IF SELLER'S 3 DAY CONTINGENCY WAIVER IS CHECKED BELOW, SEE ITEM #16 ON REVERSE SIDE HEREOF.

Any waiver by the Buyer will be a waiver of all contingencies.

- (a) ☐ None (No contingencies apply)
- (b) ☐ New Financing/Assumption — This agreement is contingent upon Buyer(s)/property qualifying for the above described financing.
☐ Subject to ☐ NOT Subject to Seller's contingency waiver clause.
- (c) ☐ Closing of _____ on or before _____ listed with _____
☐ Subject to ☐ NOT Subject to Seller's contingency waiver clause.
- (d) ☒ Other (specify) survey by seller to be acceptable by licensed surveyor.
☐ Subject to ☐ NOT Subject to Seller's contingency waiver clause.

5. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (If FHA / VA financing is sought see item # 15 on reverse side): Dishwasher

6. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: disturbance personal possessions

7. 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, Buyer shall purchase Seller's reserve account if loan assumption. APPRAISAL — If appraisal is required below, property must appraise at no less than contract price.

☐ Yes ☐ No. Purchaser's Extended Coverage Title Policy requested. Additional premium paid by _____ See item # 18 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	City/County Code Inspect. If Required	Contract and/or Document Prep.	Closing Agent's Fee	Long Term Escrow Fees	Lender or Code Repairs	Title Insurance	Recording Fees
BUYER											
N/A											
SELLER										✓	
SHARE EQUALLY						✓	✓				✓

Cost of lender or code repairs not to exceed \$ _____. Discount points to be paid as agreed on line 28 and 29. SELLER UNDERSTANDS that as a result of any city or county inspections HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED UNDER THIS AGREEMENT.

8. POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other _____.
 "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. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of _____. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

9. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The

Dennis Albers

(d) The parties agree that IDAHO CO. TITLE Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be IDAHO CO. TITLE. If a long-term escrow / collection is involved, then the escrow holder shall be

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(b) ☐ ASSUMPTION. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ _____ but no more than _____ % with monthly payments of approximately \$ _____. ☐ P ☐ O ☐ I ☐ T ☐ I.

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan _____ Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

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☐ Subject to ☐ NOT Subject to Seller's contingency waiver clause.

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☐ Subject to ☐ NOT Subject to Seller's contingency waiver clause.

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Dishwasher

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Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect Septic	City/County Code Inspect. If Required	Contract and/or Document Prep.	Closing Agent's Fee	Long Term Escrow Fees	Lender or Code Repairs	Title Insurance	Recording Fees
BUYER											
N/A											
SELLER										✓	
SHARE EQUALLY						✓	✓				✓

Cost of lender or code repairs not to exceed \$ _____. Discount points to be paid as agreed on line 28 and 29. SELLER UNDERSTANDS that as a result of any city or county inspections HE MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code WHETHER OR NOT A SALE IS COMPLETED UNDER THIS AGREEMENT.

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"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. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of _____.

Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

9. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than July 22, 2005.

10. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of _____. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand. TIME IS OF THE ESSENCE OF THIS AGREEMENT.
☐ See attached Addendum(s). ☐ See attached Counter Offer(s).

11. IMPORTANT — AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented N/A and the agent working with the seller represented _____. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

Listing Agency: _____

Selling Agency: _____

By: _____ Phone: _____

By: _____ Phone: _____

Buyer: Martha J. Stalberg

Buyer's Address: PO BOX 8322, FRESNO, CA

Buyer: James J. Stalberg

Buyer's Phone: Residence 559-251-1238 Business 93747

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: Keith J. Hamer Date: 3-22-05

Seller's Address: P.O. Box 1104

Seller: _____ Date: _____

Seller's Phone: Residence 628-3711 Business _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 22 day of MARCH, 2005.

Buyer: _____ Buyer: _____

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

Dennis Albers

**LEGAL DESCRIPTION
SALE PARCEL**

A parcel of land situated in Govt. Lot 7, Section 3 and Govt. Lot 1, Section 10, Township 24 North, Range 1 East, Boise Meridian, Idaho County Idaho, as shown generally on that Record of Survey filed as Instrument No. 280654 on August 27, 1979, and more particularly described as follows:

Commencing at the Meander Corner common to Sections 3 and 10 noted above; thence along the section line N.89°19'54"W., 389.90 feet to a point on the old west right of way of U.S. Highway #95;
thence along said old right of way, N.22°17'20"W., 26.82 feet to a point, the northeast corner of the Hamell parcel as shown on the Record of Survey noted above;
thence, departing said old right of way, along the boundary of said Hamell parcel, N.75°29'20"W., 107.16 feet to a point on the new west right of way of said highway, also the northeast corner of this sale parcel, and the Point of Beginning.

Thence continuing along the boundaries of the Hamell parcel, N.75°29'20"W., 176.32 feet to the northwest corner of this sale parcel;
thence S.8°57'28"W., 93.74 feet to point 'A' which falls on the section line noted above;
thence continuing S.8°57'28"W., 229.54 feet to a point;
thence, departing said Hamell boundary, S.51°27'22"E., 121.91 feet to a point on the new west right of way of U.S. Highway #95;
thence, along said new right of way, N.23°37'45"W., 83.37 feet to a point;
thence N.8°32'09"E., 93.67 feet to a point;
thence N.38°33'55"E., 168.82 feet to point 'B' which falls on the section line noted above, from which point 'A' bears N.89°19'54"W., 145.35 feet;
thence continuing N.38°33'55"E., 64.09 feet to the Point of Beginning.

Containing 0.7749 acres of which 0.2732 acres fall in Section 3.

Written by John Russell, ID PLS #6021, April 25, 2005

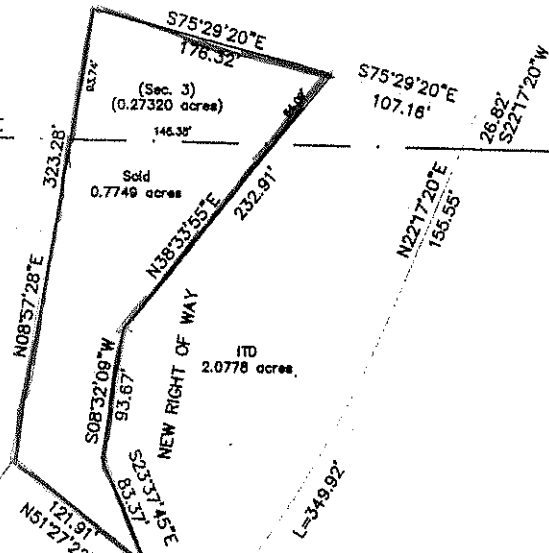
200 TIME ZONE BRIDGE ROAD

RECEIVED MAY 1, 2005 by *[Signature]*

Govt. Lot 7
Sec. 3, T.24N., R.1E., B.M.
Idaho County, Idaho

S 89°19'54" E
1139.09'

Govt. Lot 1
Sec. 10



S 75°29'20" E
107.16'

S 22°17'20" W
26.82'

N 89°19'54" W
389.90'

Meander Corner
common to
Sections 3 & 10

R/H
1.2157 acres

N 39°32'43" E
NEW RIGHT OF WAY
OLD RIGHT OF WAY
STATE HWY #95

R=914.93' L=349.92'

S 00°38'13" W 14.83'
65.48'

S 00°38'13" W

S 34°05'49" W

S 44°57'13" W

S 44°10'57" W

778.11'

542.75'

748.60'