

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 (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Claim No(s).	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
	67-610A			-OK to change MVB 5-16-2007	
	67-599			-OK to change MVB 5-16-2007	
	67-606A			-OK to change MVB 5-16-2007	

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *no fee*
- 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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)

Kenneth & Norma Ebright

4. New Owner/Claimant(s)

Glen & Jeanne Wallace
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 711

City, State and ZIP Code

Weiser, ID 83672

New Telephone Number

(208) 549-0187

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5. Date you acquired the property _____

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s) _____

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____

Date _____

Receipt Amt. _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary. Please attach additional sheets to the form if you require additional space to describe or explain any of the questions on the form.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Line 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office if you would like more information or need help completing this form (a list of our offices are listed on page 2 of these instructions), or call 1-800-451-4129. Water right information can be found on the Department's website using the "On-Line Data" search at: www.idwr.idaho.gov.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s).** Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. IDWR cannot process this change without documentation of ownership. The preferred types of documentation are listed. Contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s).
4. Enter the name, mailing address, and telephone numbers of the new owner/claimant(s) and indicate the relationship between multiple owners by using the connector "and", "or", or "and/or" as indicated on your deed or other evidence of ownership

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5. Provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may have purchased only a portion of the water right(s) held by the seller. If this 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. For each water right requiring a split between owners, fill in the appropriate spaces. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip line 6 and go to line 7.**
7. The new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided.
9. When complete, retain a copy and **file the original form with the IDWR office nearest you, with copies of your ownership documents and the appropriate filing fee:**

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

- OR -

IDWR State Office
322 East Front St
Sixth Floor
P.O. Box 83720
Boise, ID 83720-0098
(208) 287-4800

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(Optional)

Recorded ☐
 Microfilmed ☐
 Indexed ☐

Platted ☐
 Deed Card ☐
 Compared ☐

Key Punched ☐
 Master File ☐
 Abstracted ☐

To Treasurer ☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

KEE ENTERPRISES, a sole proprietorship composed of K. E. EBRIGHT
 and NORMA J. EBRIGHT, husband and wife,
 of Weiser County of Washington GRANTOR(S)
 hereby CONVEYS, GRANTS and WARRANTS TO State of Idaho

GLEN N. WALLACE and JEANNE W. WALLACE, husband and wife,
 whose current address is P. O. Box 329 Colusa, California 95932 GRantee(S)
 for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION Dollars (\$10.00)

the following described tract(s) of land in Washington County, State of Idaho:

IN WASHINGTON COUNTY, IDAHO:
 IN TOWNSHIP 11 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN:
 Section 30: N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 SUBJECT to road and ditch rights of way.

Together with all water, water rights, ditches and ditch
 rights appurtenant thereto and in anywise belonging.

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Location of above described property

House No.

Street

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ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made and entered into this 23rd day of March, 1992, by and between KEE ENTERPRISES, a sole proprietorship composed of K. E. EBRIGHT and NORMA J. EBRIGHT, husband and wife, hereinafter referred to as Assignor, and GLEN N. WALLACE and JEANNE W. WALLACE, husband and wife, hereinafter referred to as Assignee.

W I T N E S S E T H:

WHEREAS, Assignor on the 20th day of May, 1982, entered into a real estate contract wherein Assignor is purchaser of real property situated in the County of Washington, State of Idaho, according to the terms and conditions of said contract as set forth in the original contract, a copy of which is attached hereto marked Exhibit "A" and incorporated herein as if set out in full. Said real property is more particularly described as follows, to-wit:

IN WASHINGTON COUNTY, IDAHO:

IN TOWNSHIP 11 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN:

Section 30: N1/2SE1/4SW1/4 and N1/2SW1/4SE1/4
SUBJECT TO road and ditch rights of way.

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

Together with the following personal property: Items inclusive to property, including all irrigation equipment, pumps, wheel lines, gated pipe.

1 ** ASSIGNMENT OF CONTRACT

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WHEREAS, Assignor has acquired an equity in said real property and desires to assign said property and contract to Assignee herein, and

WHEREAS, Assignee is desirous to assume said real property contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements between the parties hereto, it is hereby agreed as follows:

CONSIDERATION: That for a valuable consideration in the amount of THIRTY-NINE THOUSAND ONE HUNDRED FIFTEEN AND 46/100 (\$39,115.46) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all of their right, title and interest in and to the real property herein described.

ASSUMPTION OF CONTRACTS: Assignee hereby agrees to assume all obligations under the Gabica/Kee Enterprises Contract dated the 20th day of May, 1982. Specifically, the Assignee understands that there is currently the sum of FORTY THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 54/100 (\$40,884.54) DOLLARS due and owing to John Gabica and Gene Gabica, husband and wife, which amount the Assignee agrees to assume and pay in full, with the next annual payment of \$6,535.97 including 10 1/2% interest, being due on the 20th day of May, 1992, which payment the Assignee agrees to make. The Assignee hereby agrees to assume all right, title and interest in and to the above described property and to the terms and provisions of the contract as

2 ** ASSIGNMENT OF CONTRACT

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described, and to pay the remaining balance due under said contract.

WARRANTY DEED AND ESCROW: The Assignor agrees to execute a good and sufficient Warranty Deed on the above described real property and to place the same in escrow with West One Bank, along with the original of this Assignment, conveying the property to the Assignee.

TAXES AND ASSESSMENTS: Assignee hereby agrees to assume and pay all taxes and assessments levied against and on the property being assigned to the Assignee from and after the 23rd day of March, 1992.

TITLE INSURANCE: The Assignor shall within a reasonable time and not more than thirty days from the date of contract, provide a title insurance policy in the amount of \$80,000.00, showing title vested in John Gabica and Gene Gabica, husband and wife, subject to the contract rights of Kee Enterprises, a sole proprietorship composed of K. E. Ebright and Norma J. Ebright, husband and wife, and subject to current taxes and any easements of record. Costs of the title insurance policy shall be paid by the Assignor, and the original policy shall be placed in escrow.

POSSESSION: The Assignor hereby agrees to deliver immediate possession of said premises to Assignee.

ATTORNEY FEE: It is understood by the parties that the attorney drafting this agreement represents the Assignor, and the Assignee is free to have this agreement reviewed by an attorney of their own choosing. Assignor shall pay all fees for the

3 ** ASSIGNMENT OF CONTRACT

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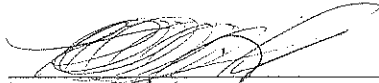
preparation of this Assignment of Contract and accompanying documents.

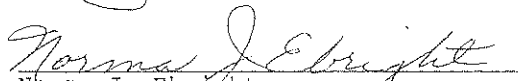
ESCROW FEE: The Assignee shall pay all escrow fees.

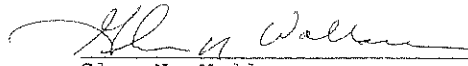
As used in this document, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

KEE ENTERPRISES


K. E. Ebright


Norma J. Ebright
"Assignor"


Glen N. Wallace


Jeanne W. Wallace
"Assignee"

4 ** ASSIGNMENT OF CONTRACT

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Department of Water Resources
Adjudication Bureau

STATE OF IDAHO)
) ss.
County of Washington)

On this the 23rd day of March, 1992, before me the undersigned, a Notary Public in and for said State, personally appeared KEE ENTERPRISES, a sole proprietorship composed of K. E. Ebright and Norma J. Ebright, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

D. Lancer McDaniel
Notary Public for said State
Residing at: Weiser, Idaho

STATE OF IDAHO)
) ss.
County of Washington)

On this the 23rd day of March, 1992, before me the undersigned, a Notary Public in and for said State, personally appeared GLEN N. WALLACE and JEANNE W. WALLACE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

D. Lancer McDaniel
Notary Public for said State
Residing at: Weiser, Idaho

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Department of Water Resources
Adjudication Bureau

CONTRACT OF SALE

THIS AGREEMENT, made this 20th day of May, 1982, by and between JOHN GABICA and GENE GABICA, husband and wife, hereinafter referred to as Seller, and KEE ENTERPRISES, a sole proprietorship composed of K. E. EBRIGHT and NORMA J. EBRIGHT, husband and wife, hereinafter referred to as Buyer.

SALE: Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer and Buyer agrees to buy all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situated in the County of Washington, State of Idaho, described as follows, to-wit:

TOWNSHIP 11 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN:

Section 30: N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SUBJECT TO road and ditch rights of way.

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

PRICE AND TERMS OF PAYMENT: Buyer agrees to pay for the premises and Seller agrees to accept as the purchase price therefor the sum of SIXTY-EIGHT THOUSAND FOUR HUNDRED AND NO/100 (\$68,400.00) DOLLARS, to be paid as follows:

1. FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS on the signing and delivery of this contract, the receipt of which is hereby acknowledged, and

2. BALANCE OF FIFTY-THREE THOUSAND FOUR HUNDRED AND NO/100 (\$53,400.00) DOLLARS payable in equal annual installments of SIX THOUSAND FIVE HUNDRED THIRTY-FIVE AND 97/100 (\$6,535.97) DOLLARS, with the first of said annual payments being due on the 20th day of May, 1983, and a like payment on the 20th day of May of each and every year thereafter until both principal and interest are paid in full. Interest shall be computed at the rate of ten and one-half percent (10 $\frac{1}{2}$ %) per annum from May 20, 1982, and shall be included in said installments.

LAW OFFICES
BURTON & KROLL
29 WEST COURT STREET
P. O. BOX 367
WEISER, IDAHO 83672

1-nd CONTRACT OF SALE

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Department of Water Resources
Adjudication Bureau

1 3. Buyer shall have the right and privilege to make any and
2 all payments in advance of the due date without suffering any
3 penalty or disadvantage.

4 WARRANTY DEED, QUITCLAIM DEED AND ESCROW: At the signing of
5 this Contract of Sale, the Seller shall also execute his good and
6 sufficient Warranty Deed conveying said property to the Buyer. The
7 Buyer shall also execute his good and sufficient Quitclaim Deed
8 conveying the property to the Seller. Both of these deeds, together
9 with an executed copy of this Contract of Sale, shall be lodged with
10 the Idaho First National Bank, Weiser, Idaho, as escrow holder.
11 In carrying out the trust imposed in it hereby, said escrow holder
12 shall be guided by the terms and conditions of this Contract of
13 Sale. If and when the Buyer shall have complied with all of the
14 terms and conditions of this Contract of Sale, then the escrow holder
15 is directed to deliver all escrowed papers to the Buyer. Thereupon,
16 the Buyer shall record the Warranty Deed transferring title to the
17 Buyer, and shall destroy the Quitclaim Deed. However, in the event
18 of any uncured default by the Buyer, then all escrowed papers shall
19 be returned to the Seller, and the Quitclaim Deed will be recorded by
20 the Seller in order to remove any interest of record of the Buyer.

21 NOTICE OF LAND SALE CONTRACT: Upon the signing of this Agree-
22 ment, the Buyer and Seller shall also execute a Notice of Land Sale
23 Contract, stating that a Contract of Sale has been entered into
24 between these parties, and stating that said contract is escrowed
25 as herein provided. Said Notice shall be recorded with the County
26 Recorder in which the land is situated in order to give notice of
27 the Buyer's interest in said property.

28 POSSESSION OF PROPERTY: Buyer may enter into immediate
29 possession of such property and continue in such possession for and
30 during the life of this agreement. Buyer shall maintain such
31 premises and all improvements thereon in good repair, shall permit
32 no waste thereof, and shall take the same care thereof that a

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29 WEST COURT STREET
P. O. BOX 367
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2-16 CONTRACT OF SALE

APR 17 2007

1 prudent owner would take. That the growing crops located on the
2 herein described property shall become the property of the Buyer
upon closing.

3 PERSONAL PROPERTY: It is understood and agreed that all
4 irrigation equipment currently located upon the herein described
5 property is included in the herein set forth selling price and
6 transfers to the Buyer upon closing.

7 TITLE INSURANCE: The Seller shall within a reasonable time
8 and not more than thirty days from the date of contract, provide a
9 title insurance policy in the amount of \$68,400.00, showing title
10 vested in ELDORA FOREMAN, a/k/a Eldora R. Foreman, a widow, subject
11 to the contract rights of John Gabica and Gene Gabica, and subject
12 to current taxes and any easements of record. Costs of the title
13 insurance policy shall be paid by the Seller, and the original policy
14 shall be placed in escrow.

15 PRIOR ENCUMBRANCES: The Buyer understands that the Seller is
16 purchasing this property under a Contract of Sale dated the 15th day
17 of April, 1980, from Eldora R. Foreman, a widow. The Seller agrees
18 to remain liable for all payments under the Contract of Sale, and
19 agrees to have the contract paid off prior to final payment under
20 this Contract of Sale, thereby passing free and clear title to the
21 Buyer herein. In the event that the Seller herein fails to make any
22 payments due under the FOREMAN-GABICA contract, then the Buyer herein
23 may make said payments and deduct those amounts so paid from the
24 amount due on this contract.

25 The escrow agent under the FOREMAN-GABICA contract (First Inter-
26 state Bank) shall be directed to give the Buyer herein notice of any
27 default filed under the FOREMAN-GABICA escrow.

28 ADDRESSES: For the purpose of any notices required under the
29 provisions of this Agreement, the following are the addresses of
30 the parties until such time as each shall notify the other in writing
31 of a change of address:

32 Seller: Mr & Mrs. John Gabica
Route 1, Box 132D
Weiser, Idaho 83672

Buyer: Kee Enterprises
c/o K. E. Ebright
Route #2
Weiser, Idaho 83672

LAW OFFICES
BURTON & KROLL
29 WEST COURT STREET
P. O. BOX 387
WEISER, IDAHO 83672

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Adjudication Bureau

1 INSPECTION OF PREMISES: The Buyer acknowledges that he has
2 been given full opportunity for inspection and accepts the property
3 in its present condition without relying on any representation of
4 the Seller or his agents.

5 TAXES, ASSESSMENTS AND IMPROVEMENT LIENS: Seller covenants
6 to have paid all taxes on the herein described property for the
7 year 1981. All 1982 tax assessments levied on said property shall
8 be prorated as of the 20th day of May, 1982. Thereafter, all taxes
9 and assessments levied against said property shall be paid by the
10 Buyer. All water and power for the 1982 crop year shall be paid
11 by the Buyer. The Buyer shall not allow any such taxes, assessments,
12 improvement liens, or other charges to become delinquent on said
13 property during the term of this Agreement.

14 FORFEITURE: It is specifically understood and agreed between
15 the parties hereto that time and the strict performance of the terms
16 and conditions of this contract are the essence thereof, and in the
17 event said Buyer shall fail to make any payment of principal or
18 interest as provided herein, or should otherwise fail to do or
19 perform any of the terms and conditions required of him to be done
20 and performed, then Seller may at his option declare a forfeiture
21 of this contract and re-enter and retake possession of said described
22 real estate and retain as stipulated and liquidated damages all sums
23 theretofore paid. That in the event Seller should elect to declare
24 a forfeiture of this contract, he shall do so by giving to the
25 above named escrow holder an original and two copies of a Notice of
26 Forfeiture with instructions to the said escrow holder to mail the
27 same by registered mail or certified mail, return receipt requested,
28 to the Buyer at his last known place of address. That said Notice
29 of Forfeiture shall give the Buyer a period of thirty (30) days from
30 the date of mailing of said Notice of Forfeiture to correct any and
31 all defaults set forth in said Notice of Forfeiture as aforesaid,
32 and after thirty (30) days have elapsed from the mailing of said

LAW OFFICES
BURTON & KROLL
29 WEST COURT STREET
P. O. BOX 367
WEISER, IDAHO 83672

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4-nd CONTRACT OF SALE
17 2007

Department of Water Resources
Bureau of Reclamation

1 Notice of Forfeiture, and in the event Buyer has not corrected the
2 default set forth in the said Notice of Forfeiture, the said escrow
3 holder is then instructed to return all papers in its possession
4 under said escrow to the said Seller, his agents or assigns.

5 IT IS FURTHER PROVIDED, that in the event of any default in
6 performance by the Buyer of any of the terms and conditions of this
7 agreement including the foregoing defaults, then in lieu of
8 declaring a forfeiture of the rights of the Buyer as hereinbefore
9 provided, the Seller at his option may declare the entire unpaid
10 balance of the purchase price immediately due and payable and
11 foreclose this contract in the manner provided by law for the fore-
12 closure of mortgages in which event a reasonable sum to be fixed by
13 the Court shall be allowed the Seller as attorney fees on such
14 foreclosure suit and the payment of said attorney fees shall be
15 secured by a lien on the above described lands with the same force
16 and effect as if they were a portion of the unpaid purchase price.

17 Attorney's fees for preparing the notice of default and any
18 other expense incurred by Sellers incident to preparation and
19 service of the notice of default shall be stated in the notice. As
20 a part of curing the default, Buyers shall pay this sum in addition
21 to the other amounts demanded on the notice.

22 ESCROW FEE: It is mutually understood and agreed that the
23 escrow fees will be divided equally between the parties.

24 LEGAL FEE: It is understood by all parties hereto that the
25 attorneys drafting this agreement represent the Seller, and the
26 Buyer is free to have this contract reviewed by an attorney of his
27 own choosing. Buyer agrees to pay to the Seller an amount equal to
28 one-half of the attorney fee incurred by the Seller as a reimburse-
29 ment of the costs of drafting this agreement.

30 ATTORNEY'S FEES: In the event suit or action arises hereunder
31 for the enforcement of any of the rights of the parties hereto, the
32 prevailing parties in such litigation shall be entitled, in addition

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1 to any other award meet by the Court, to a reasonable sum to be
2 fixed by the Court for attorney's fees.

3 ADDITIONAL COVENANTS: This agreement expresses the entire
4 agreement of said parties and no oral representations or warranties
5 were made inducing either of the parties to enter into this
6 Agreement. THIS AGREEMENT SHALL BE BINDING upon the heirs, executors,
7 administrators and assigns of the parties hereto.

8 As used in this contract, the masculine, feminine or neuter
9 gender, and the singular or plural number, shall each be deemed to
10 include the others whenever the context so indicates.

11 IN WITNESS WHEREOF, the parties hereto have hereunto set their
12 hands and seals the day and year first above written.

13
14 John Gabica

15
16
17 Gene Gabica

"Seller"

18
19 KEE ENTERPRISES

20
21 K. E. Ebright

22
23 Norma J. Ebright

"Buyer"

24
25
26
27
28 RECEIVED

29 APR 7 2007

30 Department of Water Resources
31 Adjudicating Bureau

32

LAW OFFICES
BURTON & KROLL
29 WEST COURT STREET
P. O. BOX 347
WEISER, IDAHO 83672

6-nd CONTRACT OF SALE