

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

RECEIVED
NOV 25 2005

Department of Water Resources
Eastern 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
	A22-7287	N			

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)

David Schwendiman / DeLynn McDrew
2573 N. 15000 E. Hwy 33

- ☒ 4. New Owner/Claimant(s)

Val and/or David Schwendiman

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

2573 N. 15,000 E

City, State and ZIP Code

Newdale, Ida 83436

New Telephone Number

208 458-4513 or 458-4261

- ☒ 5. Date you acquired the property

Dec 17-1984

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

7.

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

David Schwendiman
David Schwendiman

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 _____ Date _____

Law Offices of

BAKER & HARRIS

Dwight E. Baker
Jared M. Harris *
Jonathan W. Harris

* Also Admitted in Utah

199 W. BRIDGE STREET

PO BOX 577

BLACKFOOT, ID 83221

Telephone (208) 785-2310

Facsimile (208) 785-6749

E-mail: bakerharrislaw@cableone.net

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NOV 25 2005

Department of Water Resources
Eastern Region

April 7, 2005

Val Schwendiman Farms
9633 E Hwy 33
Newdale, ID 83436

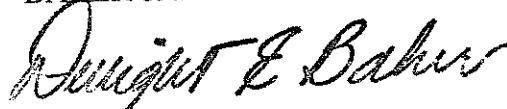
Re: William and Paula Sensenbach
Warranty Deed

Dear Val:

Enclosed please find the original Warranty Deed in the above referenced matter which has been recorded in Madison County as Instrument No. 318453.

Sincerely,

BAKER & HARRIS



Dwight E. Baker

DEB/ma
Enclosure

cc: William Sensenbach with enclosure

WARRANTY DEED

FOR VALUE RECEIVED, this 18th day of March, 2005, William Lorin Sensenbach and Paula N. Sensenbach, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto Val Schwendiman Farms, Inc., the Grantee, whose mailing address is 9633 E Hwy 33, Newdale, ID 83436 the following described premises, to-wit:

Beginning at the East Quarter corner of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho, and running thence South $0^{\circ}16'46''$ East, along the East line of Section 22, 1299.00 feet to an underground mainline; thence South $89^{\circ}29'20''$ West along said mainline, 1361.00 feet; thence North $0^{\circ}16'46''$ West to the Teton Dam Reservoir right-of-way line, 2336.07 feet; thence South $78^{\circ}23'57''$ East along said reservoir right-of-way line to right-of-way monument 22A742, 189.00 feet; thence North $89^{\circ}21'06''$ East along said reservoir right-of-way line to right-of-way monument POSL 22/23, 1176.06 feet; thence South $0^{\circ}16'46''$ East along the East line of Section 22 to the point of beginning, 1000.23 feet.

ALSO:

The $\text{SW}\frac{1}{4}\text{SW}\frac{1}{4}$ of Section 23, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho, and those portions of said $\text{NE}\frac{1}{4}\text{SW}\frac{1}{4}$, $\text{NW}\frac{1}{4}\text{SW}\frac{1}{4}$, and the $\text{SE}\frac{1}{4}\text{SW}\frac{1}{4}$ of said Section 23 lying, Southwesterly of the following described line being the "take line" for the Teton Reservoir Project:

Beginning at a point on the North line of the $\text{NW}\frac{1}{4}\text{SW}\frac{1}{4}$, said point being North $89^{\circ}34'30''$ East, a distance of 1,211.03 feet from the West Quarter corner of said Section 23; thence South $34^{\circ}45'51''$ East, a distance of 2, 517.48 feet; thence South $0^{\circ}23'36''$ East, a distance of 550 feet to the South Quarter corner of said Section 23, all in Township 7 North, Range 42 East, Boise Meridian.

Reserving to the State of Idaho, its Assigns and its Successors in interest, a road right-of-way 30 feet in width over the existing road along the westerly side of the $\text{SW}\frac{1}{4}\text{SW}\frac{1}{4}$ of said Section 23, and also across the westerly 30 feet of the $\text{NW}\frac{1}{4}\text{SW}\frac{1}{4}$ of said Section 23 for a roadway not now in existence to provide access to all parts of this parcel and to privately-owned land.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

Instrument # 318453

REXBURG, MADISON, IDAHO

2005-03-24

10:27:00 No. of Pages: 2

Recorded for : BAKER & HARRIS

MARILYN R. RASMUSSEN

Fee: 6.00

Ex-Officio Recorder Deputy

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that he will warrant and defend the same from all lawful claims whatsoever.

DATED this 18th day of March, 2005.

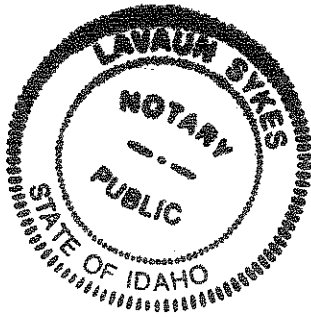
William Lorin Sensenbach
William Lorin Sensenbach

Paula N. Sensenbach
Paula N. Sensenbach

STATE OF IDAHO)
) ss:
County of Bingham)

On this 18th day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared William Lorin Sensenbach and Paula N. Sensenbach, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Lavaun Sykes
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires 5-17-08

RECEIVED

NOV 25 2005

CONTRACT OF SALE

Department of Water Resources
Eastern Region

THIS AGREEMENT made and entered into this 10th day of December, 1984, between Nedco Farms, Inc., an Idaho Corporation, of Rexburg, Idaho, hereinafter called the seller, and David Val Schwendiman and Melanie G. Schwendiman, his wife, of Box 4, Newdale, Idaho 83436, hereinafter called the buyer, WITNESSETH:

DESCRIPTION AND CONSIDERATION

That for and in consideration of the purchase price hereinafter referred to, and the mutual covenants and agreements herein contained, the seller agrees to sell and the buyer agrees to buy on the terms and conditions herein specified, the following described real property situated in Madison County, State of Idaho, to-wit:

The East Half of the Northeast Quarter of the Northwest Quarter and the North Half of the Northeast Quarter of Section 27, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho. ^{no}

The South Half of the Southeast Quarter, and the East Half of the Southeast Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho. ^{no}

The South Half of the Northeast Quarter of the Southeast Quarter of Section 21 and the Northwest Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho. ^{yes}

^{yes} The North Half of the Southeast Quarter, the East Half of the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, and that portion of the South Half of the Northeast Quarter of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho, lying South of the following described line, said line being the take line for the proposed Teton Reservoir Project: Beginning at the Northwest corner of the SW 1/4 designated in Bureau of Reclamation Survey as C-N 1/16; thence South 78° 23' 57" East, a distance of 1480.00 feet; thence North 89° 20' 50" East, a distance of 1176.82 feet to a point on the East section line of said Section 22 which is 999.93 feet from the East one-quarter corner on a bearing of North 0° 16' 46" West all in Township 7 North, Range 42 East, Boise Meridian,

LESS: Beginning at the East 1/4 corner of Section 22, Township 7 North, Range 42, East Boise Meridian, Madison County, Idaho, and running thence South 0° 16' 46" East, along the east line of Section 22, 1299.00 feet to an underground mainline; thence South 89° 29' 20" West along said mainline, 1361.00 feet; thence North 0° 16' 46" West to the Teton Dam Reservoir right-of-way line, 2336.07 feet; thence South 78° 23' 57" East along said reservoir right-of-way line to a right-of-way monument 22A742, 189.00 feet; thence North 89° 21' 06" East, along said reservoir

right-of-way line to right-of-way monument POSL 22/23, 1176.06 feet; thence South 0°16'46" West along the East line of Section 22 to the point of beginning, 1000.23 feet.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, also the rents, issues and profits thereof, for a total sum and purchase price of \$750,000.00, together with interest on all deferred payments thereof at the rate of 9 per cent per annum from the date hereof, payable to the seller at the The Idaho First National Bank, Rexburg, Idaho, the hereinafter named escrow holder as follows, to-wit:

\$180,000 on closing, receipt of which is hereby acknowledged by seller.

The balance of \$570,000 shall bear interest at 9 per cent from December 10, 1984, and shall be paid as follows:

\$25,000 on or before February 1, 1985;
\$25,000 on or before July 1, 1985;
\$30,000 on or before January 15, 1986;
\$57,352.66 on or before January 5, 1986 with annual payments of \$57,352.66 due each and every year thereafter on or before January 5 until principal and interest have been fully paid and satisfied. All payments shall be applied first to interest and the balance to principal.

Seller herin agrees to subordinate its interest in 200 acres of the above-described property so that buyer may secure a loan against said property not to exceed \$80,000.

Buyers hereby acknowledge that they have hereby reviewed the Title Commitment from American Land Title Company and are aware of the liens, mortgages, and certificate of land sale contracts against the above-described property all of which seller shall fully pay and satisfy according to their terms. All mortgages and liens with the exception of the State Land Certificates not yet due and a mortgage on 80 acres to F.H.A. shall be paid by seller at closing. The money owing to F.H.A. shall be paid on or before January 1986.

Any encumbrances not paid at time of closing shall not at any time exceed the balance owed to Seller by Buyer and shall be structured so that they will be paid by Escrow Holder from the scheduled payments made by Buyer.

PRE-PAYMENT

Prepayments of up to \$200,000 principal may be made in any calendar year after January 1, 1985, without penalty, providing Seller is given 45 days written notice of intent to do so.

POSSESSION

The parties covenant and agree that this contract is entered into with the buyers relying upon their own knowledge and information obtained from a personal inspection of the premises, including irrigation equipment, pump, mainline, etc., and buyers accept the same "as is" without specific warranty or representation with respect thereto. It is further agreed between the parties hereto, that the buyers entitled to possession of said property upon execution of this agreement.

MAINTENANCE

The buyers agree that they will, at their own expense, maintain said premises, and any improvements thereon in good order and repair during the life of this contract, and further covenant and agree that they will use best efforts to maintain the farming ground in a good and husband-like manner in accordance with reasonable farming practice of the area.

TAXES AND ASSESSMENTS

All taxes, water assessments, and other assessments of every kind and nature levied and assessed against said premises up to and including December 31, 1984, shall be paid by seller, and the buyer agrees to pay all taxes and other assessments of every kind and nature levied and assessed against said property commencing January 1, 1985, when the same are due and payable and before the same shall become delinquent.

TITLE INSURANCE

The seller agrees to secure a policy of title insurance showing good marketable title to said premises subject only to State Land Sales Certificates and F.H.A. Mortgage in the seller and will place the same in escrow with the other instruments.

BOR LEASE

Seller herein agrees to transfer and assign any and all interest it may have through BOR Lease ground abutting above-described property and referred to as Contract No. 2-07-14-L0080B with the United States Department of the Interior.

In the event buyer defaults in performance hereunder, buyer specifically agrees to transfer B.O.R. lease interest set forth above to seller or its assigns.

CONVEYANCE

The seller agrees that upon payment of said purchase price in full, together with interest, and the buyer having fulfilled all other covenants and agreements herein contained, it will convey the above described premises to the buyer and as a means of making such conveyance, it is agreed as follows:

This contract shall be executed in triplicate and a copy of the agreement, together with a good and sufficient Warranty Deed executed by the seller and describing the real property subject to this contract, shall be placed in the custody of The Idaho First National Bank, Rexburg, Idaho, the hereby designated escrow holder, and it is understood and agreed that said escrow holder be instructed to deliver each and all of said documents, and any others placed in escrow, to the buyer when the full amount of the purchase price and interest payable to the seller have been paid in full.

DEFAULT

In the event the buyer shall default in the performance of the terms of this agreement, the seller may cause notice in writing to be given to the buyer specifying the

matters in which such default has occurred. The notice shall be served upon the buyer by depositing the same in any United States Post Office, addressed to the buyers at their last known address, certified mail, postage paid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If the buyer shall fail to cure such default within 30 days after the service of such notice as aforesaid, then the seller may elect to:

1. Declare the entire unpaid balance of the contract including principal, interest, taxes, water assessments and other assessments, attorney's fees, and any other sums owing seller, to be immediately due and owing, and

2. Elect to either:

- a. Bring suit to establish the balance owing hereunder as a debt due by buyer to seller, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages; no notice to buyer of election to pursue this remedy is required prior to suit; or

- b. Declare this contract to be terminated due to said default. In that event this contract shall be immediately terminated and the buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by the seller as liquidated damages for the breach of this contract. In that event the buyer agree to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property, and shall be retained as additional liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and the buyer agree to immediately vacate the premises upon receipt of the notice; and

3. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof; and

4. To reclaim from the escrow all papers placed therein, including the Warranty Deed from seller to buyer, and a Special Warranty Deed from buyer to seller, which the parties hereto agree shall be made a part of the escrow.

COSTS OF CONTRACT

The costs for all charges to prepare the legal documents relating to this transaction will be paid at the time of closing. The buyer agrees to reimburse the seller for one-half the costs of the attorney's fee.

ESCROW CHARGES

The parties hereto agree that they will share equally all escrow charges.

ATTORNEY'S FEES

In the event action be instituted by either party to enforce the provisions of this contract, the defaulting party agrees to pay the attorney's fees of the prevailing party; in the event of default by buyer, buyer agrees to pay attorney's fees of seller in issuing notice of default, or otherwise enforcing the contract without suit.

PERSONAL PROPERTY

For the purchase price set forth above, buyers are also purchasing a two-thirds interest in existing pump and all appurtenant irrigation equipment, including all used main line, all laterals, valve openers, and irrigation equipment on the property. Any and all crops and all farm machinery located on the property are exempt from the sale and shall be the property of the seller

herein to be removed by seller on or before February 1985, unless weather prohibits removal, if weather prohibits removal by that date then seller agrees to remove said items as soon as weather will allow. Buyer agrees to assist seller in removal of machinery if needed.

TRUTH IN LENDING - UNIFORM CONSUMER CREDIT CODE

It is hereby disclosed by the seller this date and acknowledged by the buyers that the seller is not a person who in the ordinary course of business regularly extends or arranges for the extension of credit, and said seller does not regularly engage as seller in credit transactions of the kind that is included within this agreement and is therefore, exempt from the provisions of the Federal Truth in Lending and/or the Uniform Consumer Credit Code in the State of Idaho.

ATTORNEYS

The firm of SMITH, HANCOCK, MOSS & DALLING has acted as attorney for the seller in the above-captioned matter and has in no way attempted to advise the buyers in relation to the sale of said property. Buyers have had the opportunity of reviewing the entire transaction, together with supporting documents with counsel of their own choosing and have either done so or voluntarily elected not to pursue any legal advice in that regard.

BINDING EFFECT

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

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

above written.

NEDCO FARMS, INC.

DeLynn B. Nedrow
President

BY: Mashell Nedrow
Secretary

David Val Schwendiman
Buyer

Melanie G. Schwendiman
Buyer

STATE OF IDAHO)
 : ss.
County of Madison)

On this 17th day of December, 1984, before me, the undersigned, a Notary Public in and for said state, personally appeared David Val Schwendiman and Melanie^G Schwendiman, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

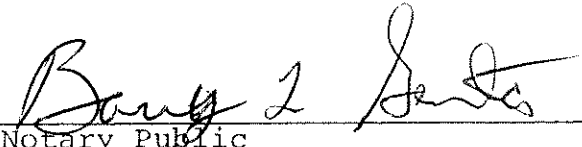
Bruce J. Dento
Notary Public
Residing at Rexburg, Idaho
My Commission Expires: Life.

(Seal)

STATE OF IDAHO)
 : ss.
County of Madison)

On this 17th day of December, 1984, before me, the undersigned, a Notary Public in and for said state, personally appeared DeLynn^P Nedrow and Mashell Nedrow, known to me to be the President and Secretary of the corporation that executed

this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Notary Public
Residing at Rexburg, Idaho
My Commission Expires: Life

(Seal)