

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUN 24 2013
Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-11344 OK	Yes ☒		Yes ☐		Yes ☐
35-8727 OK	Yes ☒		Yes ☐		Yes ☐
35-8727 35-14335	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Fehringer, Leo H. + Marlene
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Harris, Clinton J.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1981 S. 2800 W Aberdeen HI 83210
Mailing address City State ZIP
- 208-731-8465 C7Ranch@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 5-17-13
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - ☒ \$25 per undivided water right.
 - ☒ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

8. Signature: Clinton J. Harris Title, if applicable: _____ Date: 6/20/2013
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 6/24/2013 Receipt No.: E038823 Receipt Amt.: \$200. -
 Approved by: [Signature] Processed by: RR Date: 11/22/2013 \$75 - refund
 SUPPORT DATA No Split for Domestic
 IN FILE # 35-8727

Application for Transfer or Exchange Fee Schedule

See § 42-221 O, Idaho Code

The fee for an application for transfer is based on the quantity of water being transferred, not necessarily on the amount of the entire right. See Transfer Processing Memo No. 23.

(CFS = cubic feet per second; AF = Acre-feet per year)

CFS	AF	FEE	CFS	AF	FEE
0.00 - 0.20	0 - 20	\$200.00	11.01 - 12.00	1,101 - 1,200	\$1,380.00
0.21 - 1.00	21 - 100	\$500.00	12.01 - 13.00	1,201 - 1,300	\$1,460.00
1.01 - 2.00	101 - 200	\$580.00	13.01 - 14.00	1,301 - 1,400	\$1,540.00
2.01 - 3.00	201 - 300	\$660.00	14.01 - 15.00	1,401 - 1,500	\$1,620.00
3.01 - 4.00	301 - 400	\$740.00	15.01 - 16.00	1,501 - 1,600	\$1,700.00
4.01 - 5.00	401 - 500	\$820.00	16.01 - 17.00	1,601 - 1,700	\$1,780.00
5.01 - 6.00	501 - 600	\$900.00	17.01 - 18.00	1,701 - 1,800	\$1,860.00
6.01 - 7.00	601 - 700	\$980.00	18.01 - 19.00	1,801 - 1,900	\$1,940.00
7.01 - 8.00	701 - 800	\$1,060.00	19.01 - 20.00	1,901 - 2,000	\$2,020.00
8.01 - 9.00	801 - 900	\$1,140.00	20.01 - 100.00	2,001 - 10,000	*
9.01 - 10.00	901 - 1,000	\$1,220.00	101.01 - 500.00	10,001 - 50,000	**
10.01 - 11.00	1,001 - 1,100	\$1,300.00	500.01 & over	50,001 & over	***

For an application including a change in nature of use of water under one (1) or more right(s):

Additional fee of \$250 per application.

For any application including a change in ownership of water right(s) as required per § 42-248, Idaho Code:

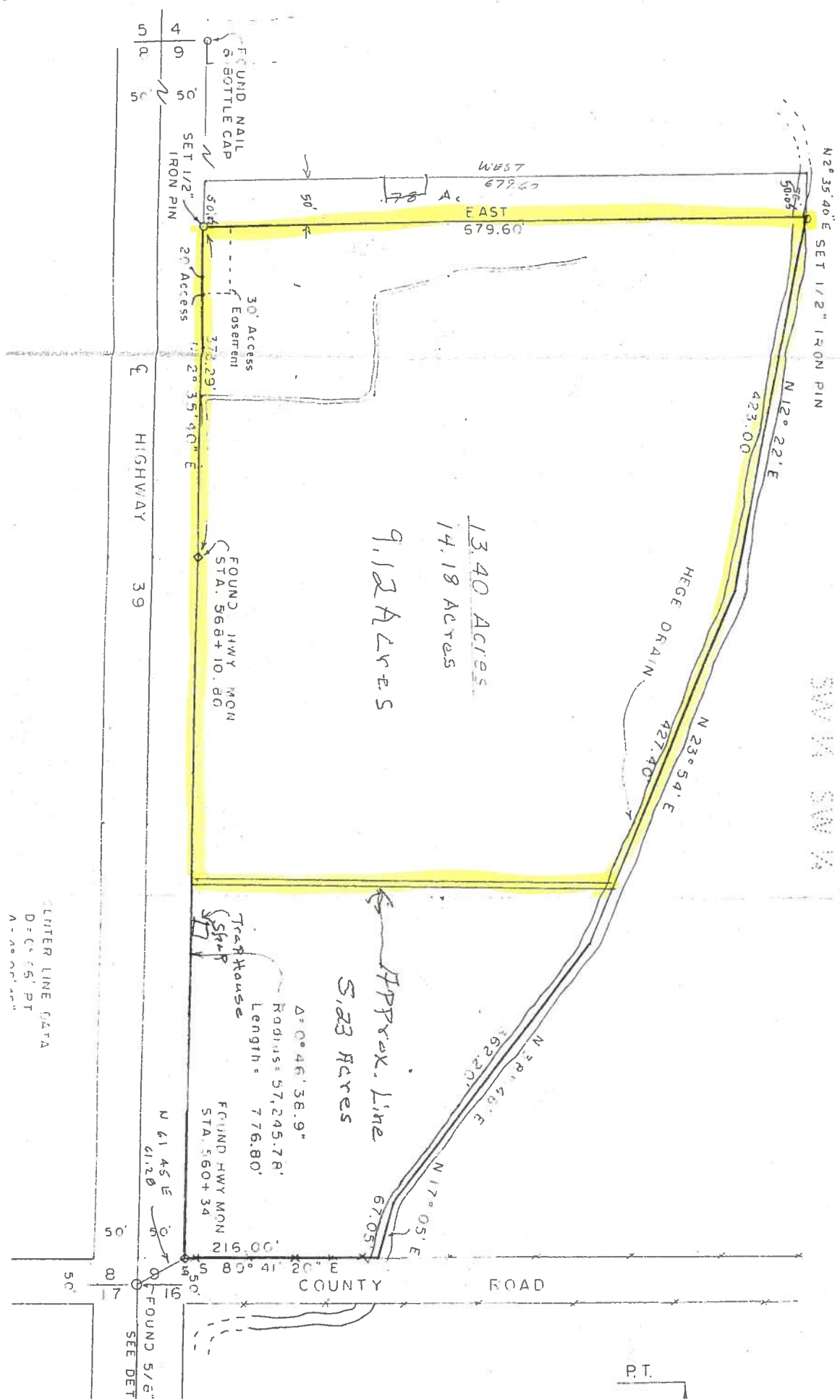
Additional fee of \$25.00 per undivided right requiring an ownership change and/or

Additional fee of \$100.00 per divided right requiring an ownership change.

* **\$2,020.00 plus \$40.00** for each additional 1.0 cfs or part thereof or 100 acre-feet or part thereof over the first 20.0 cfs or 2,000 acre-feet.

** **\$5,220.00 plus \$20.00** for each additional 1.0 cfs or part thereof or 100 acre-feet or part thereof over the first 100.0 cfs or 10,000 acre-feet.

*** **\$13,220.00 plus \$4.00** for each additional 1.0 cfs or part thereof or 100 acre-feet or part thereof over the first 500.0 cfs or 50,000 acre-feet.



Recorded Electronically	
ID	1649413
County	Bingham
Date	5-17-13 Time 4:04
Simplifile.com 800.460.5657	

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:183313

FOR VALUE RECEIVED

Leo H. Fehringer and Marlene Fehringer, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Clinton J. Harris a married person as their sole and separate property

whose current address is

**1981 South 2800 W.
Aberdeen, ID 83210**

the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

Part of the Southwest Quarter Southwest Quarter, Section 9, Township 6 South, Range 31 East, Boise Meridian, Bingham County, Idaho described as:
Commencing at the Southwest corner of Section 9;
thence North 03°21'03" East 1229.53 feet along the Section line;
thence North 90°00'00" East 42.16 feet to a point on the Easterly right-of-way line of F.A.P. Project S-1721 (6) and the point of beginning;
thence South 90°00'00" East 679.60 feet;
thence South 02°35'40" West 50.05 feet;
thence along the centerline of the Hege Drain the following courses South 12°26'26" West 236.55 feet;
thence South 08°12'24" West 122.15 feet;
thence South 14°51'13" West 115.44 feet;
thence South 25°50'30" West 127.07 feet;
thence leaving said centerline South 90°00'00" West 552.78 feet to a point on the Easterly right-of-way line of F.A.P. Project S-1721 (6) said point being on a curve whose center bears North 87°12'01" West 57245.78 feet;
thence Northeasterly 205.16 feet along a curve to the left through a central angle of 00°12'19" with a radius of 57245.78 feet and a long chord which bears North

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Commencing at the Southwest corner of Section 9;
thence North 03°21'03" East 1229.53 feet along the Section line;
thence North 90°00'00" East 42.16 feet to a point on the Easterly right-of-way line of F.A.P. Project S-1721 (6) and the point of beginning;
thence South 90°00'00" East 679.60 feet;
thence South 02°35'40" West 50.05 feet;
thence along the centerline of the Hege Drain the following courses South 12°26'26" West 236.55 feet;
thence South 08°12'24" West 122.15 feet;
thence South 14°51'13" West 115.44 feet;
thence South 25°50'30" West 127.07 feet;
thence leaving said centerline South 90°00'00" West 552.78 feet to a point on the Easterly right-of-way line of F.A.P. Project S-1721 (6) said point being on a curve whose center bears North 87°12'01" West 57245.78 feet;
thence Northeasterly 205.16 feet along a curve to the left through a central angle of 00°12'19" with a radius of 57245.78 feet and a long chord which bears North 02°41'50" East 205.16 feet to a Highway right-of-way marker stamped 568+10.8 P.T.;
thence North 02°35'40" East 423.34 feet along said Easterly right-of-way line to the point of beginning.

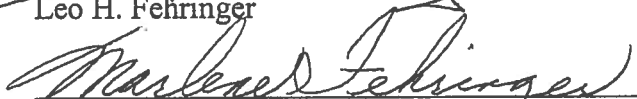
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.



And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 16, 2013


Leo H. Fehringer


Marlene Fehringer

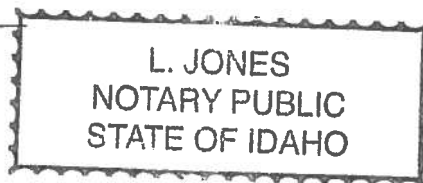
State of Idaho } ss
County of Bannock }

***Leo H. Fehringer and Marlene Fehringer**

On this 16th day of May, 2013, before me, L Jones, a Notary Public in and for said state, personally appeared ~~Stephanie L. Harris~~, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.


L Jones
Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 06-01-13



REAL ESTATE PURCHASE AND SALE AGREEMENT
(with Earnest Money Provision)

Contract # 3142013

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTIONS, CONSULT YOUR ATTORNEY.

Buyer: Clinton Joel Harris & Stephanie Lynn Harris (H&W)
Idaho 2013
(hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in Aberdeen County of Bingham
State of Idaho, commonly known as 1981 S. 2800 W.
legally described as: SW 1/4 of the SW 1/4 of Section 9, T. 6S, R. 31 E B11

A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF 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).

1. TOTAL PURCHASE PRICE IS Three thousand twelve thousand five hundred
DOLLARS (\$ 312,500.00) payable as follows:

A. Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of two thousand Dollars (\$ 2,000.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money, to be deposited in trust account upon acceptance by all parties.

(c) All Earnest money shall be held by Alliance Title & Escrow Corp for the benefit of the parties hereto, and AT (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: Private Note Seller agrees to pay up to 9000
(110,000.00) at Buyer's closing cost. Balance to 301,500.00

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 10:00pm March 14 2013. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

No liens, mortgage note

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Alliance Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Private parties. AT is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on May 31 2013.

6. On or before closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before May 31 2013, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of May 31 2013 except as follows:

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

8. The parties agree that this agreement contains the following additional terms and conditions: see addendum #1

9. The following items of property now on the premises are specifically excluded from the sale: refrigerator, washer/dryer, microwave, chandelier, dining room, bathroom, kitchen, this house should be moved
The following items of personal property are specifically included in the sale: Hutch in upstairs living room, chandelier in vault, shop vacuum, shop compressor, curtains, blinds.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer

118 South 750 East, Dorr, ID 83321
Buyer's Address

208-731-8465

Buyer's Phone

Buyer

On this date, 3/14/2013 I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller

1981 S. 2800 W Aberdeen ID 83321
Seller's Address

208-397-4012

paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money. to be deposited in trust account upon acceptance by all parties.

(c) All Earnest money shall be held by Alliance Title & Escrow Corp for the benefit of the parties hereto, and (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: 300,000 (Balance of purchase price to be paid as follows: 300,000)

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 6:00pm March 14, 2013. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

No liens, mortgages, etc.
4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Alliance Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be private parties is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on May 31, 2013.

6. On or before closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before May 31, 2013, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of May 31, 2013 except as follows:

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

8. The parties agree that this agreement contains the following additional terms and conditions: see addendum #1

9. The following items of property now on the premises are specifically excluded from the sale: refrigerator, washer/dryer, microwave, chandelier in dining room, chandelier in vault, shop vacuum, shop compressor, curtains, blinds, hatch in upstairs living room, dehumidifier in vault,
The following items of personal property are specifically included in the sale:

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer [Signature]

118 South 750 East, Drexel, ID 83321
Buyer's Address

Buyer [Signature]

208-731-3465
Buyer's Phone

On this date, 3/14/2013 I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller [Signature]

198180, 2800 W Aberdeen ID 83371
Seller's Address

Seller [Signature]

208-397-4012
Seller's Phone

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 14 day of March, 20 13.

Buyer

Buyer

STATE OF IDAHO)
)ss
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that _____ he _____ executed the same.

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

Notary Public for Idaho
Commission Expires: _____
Residing at _____
Date _____

- X** 1. Water Rights
- a. 9 (nine) shares to be included with sale.
to buyer.
 - b. 4 (four) shares to be held by seller.
 - c. Seller to pay for transfer of water fees due to state of Idaho.
2. All pumps; 1 domestic, 1 centrifugal, to be included with purchase agreement. Both parties agree that irrigation pipe and fixtures currently on said property to stay with property. Aforementioned pumps and fixtures are sold as-is.
3. Buyer is desirous in having home inspection performed. Buyer will be responsible for paying inspection fee. Inspection to be performed on or before March 30, 2013. Buyer will make seller aware of any defects on or before ~~March 30, 2013~~ April 2, 2013 by 5:00 pm. At this time Buyer and Seller to negotiate financial terms of repairs. Both parties agree that the roof: to include shingles, base layer, ridge caps, valleys, metal, attic vents, and attic fans exempt to defaults.

4. Purchase Agreement will be pending upon the Appraisal price. In the event the appraisal price is lower than the agreed upon sales price of \$312,500⁰⁰ both parties will negotiate ^{future} payment terms and conditions.

Seller

Lee H. Fehring 3-14-13

Marlene Fehring 3-14-13

Buyer

Chris Klein 3/14/13

[Signature] 3.14.13



Fehring New Address

2663 Lakeridge Rd
Am Falls, ID 83211