

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
SEP 16 2013 *DEV*
WATER RESOURCES
WESTERN 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?
<i>Pd</i> 2-10050	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: LARRY BAUER AND BECKY BAUER
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): DIANE M. PURI
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------|------------------------------|-----------|--------------|
| <u>P.O. BOX 177</u> | <u>CALDWELL</u> | <u>ID</u> | <u>83606</u> |
| Mailing address | City | State | ZIP |
| <u>(208) 250-8884</u> | <u>DIANEPURI@HOTMAIL.COM</u> | | |
| 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: August 23, 2013
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: *Diane M. Puri* Title, if applicable: _____ Date: 9-12-13
 Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by: *JA* Date: 9/10/2013 Receipt No.: W1041519 Receipt Amt.: \$25.00
 Approved by: *JA* Processed by: *JA* Date: 9/25/13

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WATER RESOURCES
WESTERN REGION

WARRANTY DEED

For value received LARRY BAUER and BECKY BAUER, husband and wife ("Grantors"), convey, grant, bargain, and sell to DIANE M. PURI, an unmarried woman, ("Grantee"), whose address is P.O. Box 177, Caldwell, Idaho 83606, and her successors and assigns forever, the following described real property situated in Canyon County, State of Idaho:

PARCEL 1:

This parcel is a portion of Government Lot 1 of Section 11, Township 3 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 1;

Thence South $0^{\circ} 17' 54''$ East (formerly South $0^{\circ} 17'$ East) along the West boundary of said Government Lot 1, a distance of 118.54 feet (formerly 118.79 feet) to the centerline of the Hellyer Drain;

Thence South $58^{\circ} 36' 17''$ East along the centerline of said Hellyer Drain, a distance of 147.97 feet;

Thence South $54^{\circ} 02' 36''$ East along the centerline of said Hellyer Drain; a distance of 50.63 feet to the TRUE POINT BEGINNING:

Thence continuing along the centerline of said Hellyer Drain South $54^{\circ} 02' 36''$ East, a distance of 268.16 feet;

Thence leaving the centerline of said Hellyer Drain South $8^{\circ} 04' 10''$ West, a distance of 287.38 feet;

Thence North $28^{\circ} 28' 00''$ West, a distance of 434.54 feet;

Thence North $26^{\circ} 52' 30''$ East, a distance of 67.25 feet to the TRUE POINT OF BEGINNING.

This parcel is subject to all easements and rights of way existing or of record.

This parcel contains 1.06 acres.

PARCEL 2:

This parcel is a portion of Government Lot 1 of Section 11 and a portion of Government Lot 2 plus accretion lands in Section 10 of Township 3 North, Range 5 West, and a portion of Tract 12 River View Subdivision as on file in Book 3 of Plats at page 37 in the Office of the Canyon County Recorder, Caldwell, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 1;

Thence South $0^{\circ} 17' 54''$ East (formerly South $0^{\circ} 17''$ East) along the West boundary of said Government Lot 1, a distance of 118.54 feet (formerly 118.79 feet) to the centerline of the Hellyer Drain;

Thence South $58^{\circ} 36' 17''$ East along the centerline of said Hellyer Drain, a distance of 147.97 feet;

Thence South 26° 52' 30" West, a distance of 101.46 feet,

Thence South 28° 28' 00" East, a distance of 77.49 feet to the TRUE POINT OF BEGINNING.

Thence continuing South 28° 28' 00" East, a distance of 450.77 feet;

Thence South 8° 51' 59" West, a distance of 195.30 feet (formerly South 9° 09' West, a distance of 195 feet);

Thence South 49° 25' 00" West, a distance of 35.92 feet to the mean high waterline of the Snake River;

Thence traversing the mean high waterline of the Snake River:

North 35° 39' 27" West, a distance of 380.25 feet;

North 29° 27' 17" West, a distance of 103.41 feet;

North 29° 22' 20" West (formerly North 29° 19' 30" West), a distance of 145.55 feet;

Thence leaving said mean high waterline,

North 65° 02' 39" East, a distance of 205.62 feet to the TRUE POINT OF BEGINNING.

This parcel is subject to all easements and rights of way existing or of record.

This parcel contains 2.43 acres.

PARCEL B:

A portion of Section 11, Township 3 North, Range 5 West of the Boise Meridian, located in Canyon County, State of Idaho, and more particularly described as follows:

COMMENCING at the NW corner of Government Lot 1;

Thence S. 89° 36' 30" E., along the North boundary of Government Lot 1, a distance of 183.81 feet to the TRUE POINT OF BEGINNING;

Thence continuing S. 89° 36' 30" E. a distance of 50.30 feet;

Thence S. 6° 35' 30" W., a distance of 121.46 feet;

Thence S. 26° 52' 30" W., a distance of 182.83 feet;

Thence S. 28° 28' 00" E., a distance of 434.57 feet;

Thence S. 8° 05' 22" W., a distance of 83.95 feet;

Thence N. 28° 28' 00" W., a distance of 528.23 feet;

Thence N. 26° 52' 30" E., a distance of 200.11 feet;

Thence N. 6° 35' 30" E., a distance of 107.80 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO All taxes and assessments for the current year and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, improvements, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, ditch rights, and water rights in anywise appertaining to the real property herein described, including all houses and buildings on said parcel of land.

The Grantors covenant to the Grantee that Grantors are the owners in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 23rd day of August, 2013.

Larry Bauer
LARRY BAUER

411 S 1st West Homedale, Id. 83622
Address

Becky Bauer
BECKY BAUER

411 S. 1st St. West, Homedale, ID
Address
83628

STATE OF IDAHO)
) ss.
County of Canyon)

On this 23rd day of August, 2013, before me Jill Farnsworth a notary public, personally appeared LARRY BAUER and BECKY BAUER, husband and wife, known or identified to me to be the persons whose name 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 in this certificate first above written.

Jill Farnsworth
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

CONTRACT OF SALE OF PREMISES

CREDIT SALE WITH ESCROW HOLDER

BETWEEN

LARRY AND BECKY BAUER, SELLER – DIANE M. PURI, BUYER

RECEIVED

SEP 16 2013

WATER RESOURCES
WESTERN REGION

THE PARTIES to *this contract* are the following:

LARRY AND BECKY BAUER, husband and wife, ("*seller*" herein); and

DIANE M. PURI, an individual ("*buyer*" herein).

THE AGREEMENT: The parties hereby enter into this agreement ("*this contract*") and hereby mutually agree as follows:

1. **EFFECTIVE DATE.** The 23rd day of August, 2013, is the "*effective date of this contract*" and is the date on which *this contract* shall take effect regardless of whether the parties sign *this contract* before or after the date.
2. **EXHIBITS IDENTIFIED AND DESCRIBED.** Each exhibit which is attached to *this contract* is a copy of the original thereof and is by this reference incorporated in and made a part of *this contract*. Each such exhibit is identified and described in the next to last underlined paragraph heading of *this contract*.
3. **SALE OF PREMISES.** The *seller* shall sell and the *buyer* shall buy that real property ("*premises*" herein, which term includes all include any and all estate, right, title, interest, appurtenances, improvements, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, ditch rights, and water rights in anywise appertaining to the real property herein described, including all houses and buildings now on or hereafter placed on such real property) situated in Canyon County, Idaho, and described as follows:

PARCEL 1:

This parcel is a portion of Government Lot 1 of Section 11, Township 3 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 1;

Thence South 0° 17' 54" East (formerly South 0° 17' East) along the West boundary of said Government Lot 1, a distance of 118.54 feet (formerly 118.79 feet) to the centerline of the Hellyer Drain;

Thence South 58° 36' 17" East along the centerline of said Hellyer Drain, a distance of 147.97 feet;

Thence South 54° 02' 36" East along the centerline of said Hellyer Drain; a distance of 50.63 feet to the TRUE POINT BEGINNING:

Thence continuing along the centerline of said Hellyer Drain South 54° 02' 36" East, a distance of 268.16 feet;

Thence leaving the centerline of said Hellyer Drain South 8° 04' 10" West, a distance of 287.38 feet;

Thence North 28° 28' 00" West, a distance of 434.54 feet;

Thence North 26° 52' 30" East, a distance of 67.25 feet to the TRUE POINT OF BEGINNING.

This parcel is subject to all easements and rights of way existing or of record.

This parcel contains 1.06 acres.

PARCEL 2:

This parcel is a portion of Government Lot 1 of Section 11 and a portion of Government Lot 2 plus accretion lands in Section 10 of Township 3 North, Range 5 West, and a portion of Tract 12 River View Subdivision as on file in Book 3 of Plats at page 37 in the Office of the Canyon County Recorder, Caldwell, Idaho and is more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 1;

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Thence South 58° 36' 17" East along the centerline of said Hellyer Drain, a distance of 147.97 feet;

Thence South 26° 52' 30" West, a distance of 101.46 feet,

Thence South 28° 28' 00" East, a distance of 77.49 feet to the TRUE POINT OF BEGINNING.

Thence continuing South 28° 28' 00" East, a distance of 450.77 feet;

Thence South 8° 51' 59" West, a distance of 195.30 feet (formerly South 9° 09' West, a distance of 195 feet);

Thence South 49° 25' 00" West, a distance of 35.92 feet to the mean high waterline of the Snake River;

Thence traversing the mean high waterline of the Snake River;

North 35° 39' 27" West, a distance of 380.25 feet;

North 29° 27' 17" West, a distance of 103.41 feet;

North 29° 22' 20" West (formerly North 29° 19' 30" West), a distance of 145.55 feet;

Thence leaving said mean high waterline;

North 65° 02' 39" East, a distance of 205.62 feet to the TRUE POINT OF BEGINNING.

This parcel is subject to all easements and rights of way existing or of record.

PARCEL B:

An undivided one-half interest in and to the following described property

A portion of Section 11, Township 3 North, Range 5 West of the Boise Meridian, located in Canyon County, State of Idaho, and more particularly described as follows:

COMMENCING at the NW corner of Government Lot 1;

Thence S. 89° 36' 30" E., along the North boundary of Government Lot 1, a distance of 183.81 feet to the TRUE POINT OF BEGINNING;

Thence continuing S. 89° 36' 30" E. a distance of 50.30 feet;

Thence S. 6° 35' 30" W., a distance of 121.46 feet;

Thence S. 26° 52' 30" W., a distance of 182.83 feet;

Thence S. 28° 28' 00" E., a distance of 434.57 feet;

Thence S. 8° 05' 22" W., a distance of 83.95 feet;

Thence N. 28° 28' 00" W., a distance of 528.23 feet;

Thence N. 26° 52' 30" E., a distance of 200.11 feet;

Thence N. 6° 35' 30" E., a distance of 107.80 feet to the TRUE POINT OF BEGINNING.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

4. **PURCHASE PRICE - DOWN PAYMENT.** The *buyer* shall pay the *seller* for the *premises* the purchase price of \$160,000.00. ("*deferred purchase price*" herein) payable in the manner as follows:

4.1. \$40,000.00 payable at the time of closing, receipt which is hereby acknowledged by *seller*.

4.2. The remaining \$120,000.00 shall be paid in accordance with the Section 5 below.

5. **PAYMENT SCHEDULE AND TERMS.** The *deferred purchase price* shall bear interest and shall be paid as hereinafter set forth ("*payment schedule*" herein).

5.1. (Interest at base interest rate) The *deferred purchase price*, or so much thereof as is from time to time unpaid, shall bear interest at the rate of 4.5% per annum ("*base interest rate*" herein) from the *effective date of this contract* until paid.

5.2. (Monthly payments – include interest)  \$ 1,243.66 which includes interest, shall be paid on the 1st day of September 2013, and a like sum, which includes interest, shall be paid on the same day each month and every month thereafter until the *deferred purchase price* and interest are paid in full.

5.3. (Payment to escrow holder) The *buyer* shall pay all payments due on the *deferred purchase price* to the *escrow holder*.

5.4. (Payment, delinquent payment and late charges defined) When used in this payment schedule provision:

- a. "payment" means a payment or any part of a payment provided in *this contract* to be paid by the buyer as payment on the *deferred purchase price*.
- b. "delinquent payment" means a payment which is not paid within five days after such payment became due.
- c. "late charge" means a late charge or any part of a late charge.

5.5. (Application of payments) Each payment (including a payment above scheduled and each part payment on a payment above scheduled and each prepayment) shall be applied in the order following to payment of the following:

- a. To pay each unpaid late charge in the order in which each unpaid late charge became due beginning with the oldest unpaid late charge and continuing in payment of unpaid late charges until all unpaid late charges are paid in full.

- b. To pay each delinquent payment in the order in which each delinquent payment became due beginning with the oldest delinquent payment and continuing in payment of delinquent payments until all delinquent payments are paid in full.
- c. To prepayment which prepayment shall be applied first to the interest then accrued and next to reduce the principal balance then owing but such prepayment shall not change the schedule of payment above set forth.

The **buyer** shall have no right to direct the application of any payment in any manner different than is above provided.

5.6. (Acceptance of part payments) A part payment is the payment of any sum less than a full payment. The acceptance by the **seller** either before or after the service of a notice of default on the **buyer** of any sum paid by the **buyer** which is less than the payment or payments then due does not waive the **buyer's** default or waive a notice of default served before such acceptance as to that portion of any such payment or payments which remain unpaid after application of such part payment. A part payment shall be applied as provided in the provision of **this contract** entitled “(Application of Payments)”. The **buyer** irrevocably forever waives the right or privilege of paying any part payment on any terms and conditions which are not stated in this provision.

5.7. (Late charges on delinquent payments) The late charge will be \$50.00 per month. The **buyer** shall pay a late charge on each delinquent payment on the day it became delinquent and a like late charge on such delinquent payment on the same day of each and every month thereafter until such delinquent payment plus all late charges accrued on such delinquent payment are paid in full.

- a. The imposition of late charges shall not limit or impair or delay any remedies of the **seller** provided in **this contract** for the default of the **buyer**.

Each late charge is imposed to encourage the **buyer** to pay each payment when due and to mitigate the expenditure of time and money incurred by the **seller** because of such delinquency.

5.8. (Prepayment – when permitted – payments unchanged) The **buyer** shall have an absolute prepayment privilege. The portion of prepayments applied to principal shall reduce such principal balance but otherwise shall not change the schedule of payments set forth above.

6. BUYER ACCEPTS PREMISES – AS IS. The **buyer** has inspected the **premises** and agrees to accept the **premises** “AS IS” in their present condition and the **buyer** hereby waives all implied warranties of every kind including, but not limited to, an implied warranty as to

the condition or state of repair or habitability of the *premises* or the suitability of the *premises* for any purpose. The *buyer* agrees that the *seller* has made no representation or warranty relating to the *premises* other than those set forth in *this contract*.

7. **POSSESSION WITH OCCUPANCY.** The *seller* shall deliver and the *buyer* shall accept possession and occupancy of the *premises* in as good a condition as it now exists, ordinary wear and tear excepted, on the *effective date of this contract*.
8. **ENTRY ON PREMISES BY SELLER.** The *seller* shall have the right to enter the *premises* at all reasonable times to inspect the same.
9. **RISK OF LOSS.** The *seller* shall bear the risk of loss or damage to the *premises* until the possession thereof has been delivered to the *buyer* and the *buyer* shall bear such risk of or damage thereafter.
10. **WASTE.** The *buyer* shall not commit or permit waste of the *premises* and shall not destroy or remove any portion thereof.
11. **CARE OF PREMISES.** The *buyer* shall keep the *premises* in a clean and healthy condition; shall promptly remove from the *premises* all accumulations of garbage, rubbish, and debris, and shall maintain, use and occupy the *premises* in full compliance with all federal, state, and local laws, ordinances and regulations relating to such maintenance, use and occupancy.
12. **LIENS ON SELLER'S INTEREST BY BUYER PROHIBITED.** The *buyer* shall keep *seller's* interest in the *premises* free from all liens of every kind except those which occur by the act or default of the *seller*.
13. **CONDITION OF TITLE TO PREMISES.** The *seller* warrants that the *seller* is vested with a merchantable, unencumbered, insurable, fee simple title to the *premises*, subject only to the following:
 - 13.1. **(Taxes to be paid by buyer)** All *taxes* herein expressly agreed to be paid by *buyer*.
 - 13.2. **(Boundary lines, etc.)** Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
 - 13.3. **(Patents or state grants)** All reservations in patents or state grants or in the laws authorizing the issuance thereof.
 - 13.4. **(Bonded debt of taxing units)** The bonded debt of all taxing units.
 - 13.5. **(Zoning requirements, etc.)** All zoning requirements and restrictions imposed by any governmental unit.

13.6. (**Building codes. etc.**) All requirements and restrictions provided by any fire, building, plumbing, electrical, and other similar codes imposed by any government unit.

13.7. (**All rights of way**) All rights if way under, over, and across the *premises* regardless of how evidenced or acquired and whether the same are or are not recorded in the recorder's office of the county in which the *premises* are situated.

13.8. (**Title commitment exceptions**) Each exception set forth in the *Title commitment*.

14. **TITLE COMMITMENT – APPROVED BY BUYER – TITLE POLICY.** The agreements of the *seller* and *buyer* relating to the issuance of a title insurance policy ("*title policy*" herein) are as follows:

14.1. The *buyer* hereby approves the form and content of the commitment for title insurance ("*title commitment*" herein) attached hereto as *Exhibit A*, issued by the title insurance company which issued the title commitment ("*title insurer*" herein) and agrees to accept the *title policy* issued according to the *title commitment* provided:

a. That all *taxes* shall be paid and prorated as provided in *this contract*.

b. That no new and no different exceptions are added to or included in the *title policy* when issued.

14.2. Within thirty days after the *effective date of this contract*, the *seller* shall cause the *title policy* to be issued by the *title insurer* in the sum of the purchase price of the *premises* as provided in the *title commitment* and as provided in this title provision and shall cause the *title policy* to be delivered to the *escrow holder* and a copy of the *title policy* to be served on the *buyer*.

15. **CLOSING COSTS.**

15.1. The premium on the *title policy* shall be paid one-half by the *seller* and one-half by the *buyer*.

15.2. *Buyer* will pay addition premiums required for any extended coverage or endorsements requested by *buyer*.

15.3. Escrow fees will be split equally between *buyer* and *seller*.

15.4. Real property taxes and assessments and other items customarily prorated in Canyon County, Idaho, will be prorated as of the *effective date of this contract* based on the latest figures. Any items that have been prorate based on the latest available figures

shall be reconciled after the *effective date of this contract* when actual figures are available, with an appropriate adjustment to be made between the *seller* and *buyer*.

- 15.5. All other costs associated with *this contract* will be split equally between the *buyer* and the *seller*.
16. **SUBJECT DEED DEPOSITED IN ESCROW.** The *seller* shall immediately sign, have notarized, and deliver to the *escrow holder* the original of the *Subject Deed* attached hereto as *Exhibit B*.
17. **ESCROW HOLDER DESIGNATED.** The parties hereby designate as *escrow holder* Pioneer Title Company of Ada County located at 8151 W. Rifleman Ave., Boise, ID 83704 ("*escrow holder*" herein).
18. **ESCROW FEES – SPLIT EQUALLY.** The *buyer* and the *seller* shall split equally all initial filing fees and all collection fees charged by the *escrow holder*.
19. **SUBJECT ESCROW INSTRUCTIONS.** "Subject Escrow Instructions" means the escrow instructions used by the *escrow holder* and provided in *this contract* to be signed by the parties which shall be in the form of the *Subject Escrow Instructions* attached hereto as *Exhibit C*.
20. **DOCUMENTS DEPOSITED IN ESCROW.** The parties shall forthwith deposit in escrow with the *escrow holder* the documents following:
- 20.1. A duplicate original of *this contract*;
 - 20.2. the original *Subject Deed*;
 - 20.3. a duplicate original of the *Subject Escrow Instructions*; and
 - 20.4. the original *Title Policy*.
21. **ESCROW INSTRUCTIONS.** The parties shall forthwith sign the *Subject Escrow Instructions*. If a conflict exists between the provision of *this contract* and the provisions of the *Subject Escrow Instructions*, then the provisions of the *Subject Escrow Instructions* shall control as between the *escrow holder* and the parties but the provisions of *this contract* shall control as between the parties. The *Subject Escrow Instructions* shall provide and the *escrow holder* is instructed as follows:
- 21.1. To promptly remit all payments paid on the *deferred purchase price* to the *seller* or as the *seller* may from time to time direct by notice to the *escrow holder*.

- 21.2. To promptly remit each part payment paid on the *deferred purchase price* as above instructed. The *buyer* shall be conclusively presumed to have paid each such part payment on the terms and conditions provided in the provision of *this contract* entitled “(Acceptance of part payments)”
- 21.3. To deliver to the *buyer* all of the instruments deposited in escrow, if the *buyer* pays the full amount of the *deferred purchase price* and all other sums due from the *buyer* to the *seller* as provided in *this contract*.
- 21.4. To deliver to the *seller* all of the instruments deposited in escrow, if the contract is terminated for the default of the *buyer* as herein provided.
22. **BUYER’S REMEDIES FOR SELLER’S DEFAULT.** The *buyer* may without prior notice to the *seller* pay any sum which the *seller* is herein obligated to but fails to pay when due and each such payment when so paid by the *buyer* shall be secured by the *seller’s interest in this contract* and shall be immediately repaid to the *buyer* by the *seller* who shall remain in default until each such sum is repaid with interest at the *default interest rate* compounded monthly. The foregoing shall in no way limit the following. If the *seller* defaults in performing any of the provisions of *this contract* to be performed by the *seller*, the *buyer* shall notify the *seller* thereof specifying each such default. If the *seller* fails to correct each such specified default with thirty days after service of such notice, the *buyer* may without further notice immediately:
- 22.1. Correct each such specified default and deliver the receipts evidencing payment of the cost thereof to the *escrow holder* which amount shall be credited by the *escrow holder* on the next payment or payments coming due on the *deferred purchase price* as of the date the *buyer* paid the cost of correcting such specified default.
- 22.2. Rescind *this contract* in which case the *seller* shall immediately refund the amount to which a *buyer* is legally entitled upon rescission of a contract for default of a *seller* as provided by law but without reduction for the reasonable rental value of the *premises* for the period of that the *buyer* held possession thereof (the value of which shall be retained by the *buyer* as liquidated *damages* for the *seller’s* breach of *this contract*) and the *buyer* shall have a lien for such refund on the *premises* until it is paid in full.
- 22.3. Pursue any other remedy now or hereafter provided by law or equity, no remedy above specified being exclusive and with all remedies available to the *buyer* provided in *this contract* and provided by law being cumulative.
23. **SELLER’S REMEDIES FOR BUYER’S DEFAULT.** The *seller* may without prior notice to the *buyer* pay any sum which the *buyer* is herein obligated to but fails to pay when

due and each such sum when so paid by the *seller* shall be secured by the *buyer's interest in this contract* and shall be immediately due and payable to the *seller* by the *buyer* who shall remain in default until each such sum is repaid with interest at the *default interest rate* compounded monthly. The foregoing shall in no way limit the following. If the *buyer* defaults in performing any of the provisions of *this contract* to be performed by the *buyer*, the *seller* shall notify the *buyer* thereof specifying each such default. If the *buyer* fails to correct each such specified default within thirty days after service of such notice, the *seller* may without further notice immediately:

- 23.1. Specifically enforce *this contract* by legal action without waiving the security of *this contract* and without waiving the right to foreclose *this contract* in which case: the *seller* may proceed to specifically enforce each default specified in such notice of default; and in addition thereto may, but is not required to, declare all of the unpaid balance of the *deferred purchase price* plus all interest thereon and all other sums due from the *buyer* to the *seller* plus interest thereon under *this contract* as immediately due and specifically enforce payment thereof all in the same legal action.
- 23.2. Terminate *this contract* in which case: all of the *buyer's* rights in the *premises*, all payments of principal and interest, all other sums paid by the *buyer* in performance of *this contract*, and all buildings and improvements and fixtures placed upon the *premises* by the *buyer* or the *seller* shall be retained by the *seller* as liquidated *damages* for the use of and injury to the *premises*; the *seller* shall be entitled to immediate possession of the *premises* and shall be released from all liability to convey the *premises* to the *buyer*; and the *buyer* shall within ten days after notice is given to the *buyer* by the *seller* so requiring sign, have notarized, and deliver to the *seller* a good and sufficient quitclaim deed quitclaiming to the *seller* all of the interest of the *buyer* in the *premises*.
- 23.3. Foreclose *this contract* in the same manner as provided by law for the foreclosure of a mortgage in which case: the *seller* may declare the full amount of the unpaid balance of the *deferred purchase price* plus all interest thereon and all other sums due from the *buyer* to the *seller* under *this contract* as immediately due; the *premises* shall be sold in such foreclosure proceeding as provided by law; and if the sale proceeds on foreclosure do not satisfy all the sums due to the *seller* under *this contract* then the *buyer* agrees to pay the deficiency.
- 23.4. Pursue any other remedy now or hereafter provided by law or equity, no remedy above specified being exclusive and with all remedies available to the *seller* provided in *this contract* and provided by law being cumulative.

24. SERVICE OF NOTICES – ADDRESSES SET FORTH UNDER SIGNATURES – ADDRESS CHANGES. All notices and other items required or permitted under this

contract to be served by one party on another party shall not be effective for any purpose unless such notice or such other item is in writing and is served as provided in this provision ("*notice provision*" herein).

- 24.1. (**Service of notice of default by escrow holder**) Each notice of default shall be prepared by the party electing to serve such notice of default and shall be served by the *escrow holder* in the manner elected by the *escrow holder* which shall be either as provided in the *Subject Escrow Instructions* or as provided in *this contract*.
- 24.2. (**Service of each other notice and each other item**) Each other notice (meaning all notices except a notice for default) and each other item shall be served by the party electing to serve the same either by delivery or by mail as provided in this *notice provision*.
- 24.3. (**Service by delivery**) Such notice or other item may be served by delivering it personally to the party to be served and shall be complete when such notice is delivered.
- 24.4. (**Service by mail**) Such notice or other item may be served by mailing it by United States certified or registered mail, return receipt requested, with postage prepaid thereon to the party to be served at the address set forth under the signature of that party and shall be complete the first day which is not a Saturday or a Sunday or a legal holiday after the day such notice or other item is mailed if it is mailed at any United States Post Office located within Canyon or Owyhee Counties, Idaho; provided that if such notice or other item is mailed at any other United States Post Office then service by mail shall be complete when such notice or other item is actually received by the party served.
- 24.5. (**Change of Address**) Any party may change the address of such party for service by mail of notices and other items under this *notice provision* by serving upon each other party and on the *escrow holder*, in the manner provided in this *notice provision*, a notice specifying such new address.
25. **NOTICE OF DEFAULT COSTS.** The party in default ("*defaulting party*" herein) shall pay *default costs* to the *escrow holder* who shall remit them to the party serving a notice of default if such notice of default delivered to the *escrow holder* and served on the *defaulting party* contains a demand for payment of *default costs* and if it specifies one or more defaults of the *defaulting party* that are then existing. Such *default costs* shall become delinquent if not paid within the time which the *defaulting party* is given in *this contract* to correct each specified default. If such *default costs* become delinquent, the party serving such notice of default may immediately and without further notice pursue any remedy provided in *this contract* for the default of the *defaulting party* even if each specified default has been

corrected. The term “*default costs*” when used in *this contract* means the expenses incurred by a party in preparing and serving a notice of default and shall be all amounts incurred for the service thereof by the *escrow holder* plus the sum of \$150.00.

26. **TITLE TO PREMISES RESERVE.** Title to the *premises* is hereby reserved in the *seller* until the *deferred purchase price* and all interest are paid in full.
27. **TIME OF ESSENCE.** Time and prompt performance of each provision of *this contract* is of the essence.
28. **RECORDING CONTRACT PROHIBITED – RECORDING MEMORANDUM OF CONTRACT PERMITTED.** *This contract* shall not be recorded or filed in any public records by either the *seller* or the *buyer*. The parties have simultaneously with the signing of *this contract* signed an instrument entitled “*Memorandum of Contract*” which may be recorded or filed in any public record by either the *seller* or the *buyer* and is in the form of the *Memorandum of Contract* attached hereto as *Exhibit D*.
29. **ENFORCEMENT EXPENSE OF THE PARTIES.** (enforcement expense provision) The party who is a losing party in any legal proceeding relating to *this contract* shall pay to the party who is a prevailing party in such legal proceedings all reasonable attorney’s fees incurred in such legal proceedings by such prevailing party in addition to all costs allowed by law. This enforcement expense provision is independent of all other provisions of *this contract* and shall survive the foreclosure of, rescission of, the forfeiture of and the termination of *this contract*.
30. **FINAL AGREEMENT.** All oral and written representations, warranties, leases, options, agreements, and contracts discussed or entered into by the parties or their representatives before the *effective date of this contract* relating directly or indirectly to the transactions set forth in *this contract* are merged into and superseded by *this contract* and *this contract* constitutes the sole and entire contract between the parties relating to the transactions set forth in *this contract*.
31. **WAIVER.** A waiver by one party of one or several defaults in performance of any provision of *this contract* to be performed by any other party shall not be construed as being a waiver of such provision itself or any subsequent default in performance thereof or of this provision.
32. **ALL CONSENTS, AMENDMENTS, AND WAIVERS MUST BE IN WRITING, ETC.**
The parties specifically agree as follows:
- 32.1. No consent by a party to anything provided in *this contract* requiring the prior consent of such party shall be effective for any purpose unless such consent is in writing and signed by the party whose consent is required.

- 32.2. No amendment of *this contract* shall be effective for any purpose unless such amendment is in writing and signed by the parties.
- 32.3. No waiver of any provision of *this contract* or a default in performing any provision of *this contract* shall be effective for any purpose unless such waiver is in writing and signed by the parties.
- 32.4. No delay by a party in enforcing any provision of *this contract* shall be effective as a waiver of any default in performing such provision or constitute a waiver of that provision itself unless such waiver is in writing and signed by the parties.
33. **TRANSFER – RESTRICTIONS – LIABILITY.** The transfer of an *interest in this contract* or the *premises* or both shall only be made as provided in this provision (“*transfer provision*” herein).
- 33.1. **(Liability transferor)** A transferor after a transfer continues to have the same liability to perform *this contract* which such transferor had before such transfer.
- 33.2. **(Liability of transferee)** A transferee, by virtue of such transfer alone without further act of or consent by such transferee, assumes the same liability to perform this contract which the transferor had to perform this contract immediately before such transfer which liability is continuing and is not extinguished or diminished or modified by any subsequent transfer or transfers.
- 33.3. **(Liability joint and several)** The liability of each party and of each transferor and of each transferee of all or any part of the same inters in this contract shall be joint and several.
- 33.4. **(Transfer by seller permitted)** A transfer by the *seller* is permitted but only with the legal effect and liability provided in this *transfer provision*.
- 33.5. **(Transfer of buyer permitted)** A transfer by the *buyer* is permitted but only with the legal effect and liability provided in this *transfer provision*.
- 33.6. **(Disclaimer by transferee)** Within thirty days after a person knows or reasonably should have known that such person is a transferee, such person may disclaim such transfer by giving notice of such disclaimer as provided in *this contract* to all of the parties and to the transferor in such transfer. If such notice of disclaimer is given as provided in this *transfer provision*, then such transfer shall be void for all purposes and no liability shall be assumed by such transferee under this *transfer provision* and such transferee shall have no *interest in this contract*.

34. **INTERPRETATION, ETC.** *This contract* shall be interpreted as provided in this provision.

34.1. (Paragraph Headings) The paragraph headings use herein are for convenience only, are not a part of *this contract*, and shall not be used in interpreting it.

34.2. (Sale entire – not severable) the sale which is the subject of *this contract* is entire and in no respects severable.

34.3. (No non-party benefited) *This contract* is entered into for the sole protection and benefit of the parties and no non-party shall have any right to make any claim under or right of action to enforce any of the provisions in *this contract*.

34.4. (Governing law) *This contract* shall be interpreted and governed by the laws of the State of Idaho.

34.5. (Singular terms) Singular terms used herein shall be read as if written in the plural when the context so requires.

34.6. (Plural terms) The plural of a singular term defined herein shall have the same meaning or make the same reference as that singular term but in the plural.

34.7. (Duplicate originals) Several duplicate originals of *this contract* shall be signed and each such signed duplicate shall be an original for all purposes.

34.8. (Definitions) When used in this contract, the terms following shall have the meanings following:

--- “*default interest rate*” when used in *this contract* means the maximum interest rate per annum permitted by law or the rate of twelve percent (12%) per annum, whichever is less.

--- “*interest in this contract*” means all or any part of any legal or equitable or security *interest in* or any lien on *this contract* or the *premises* or both or on any benefit provided in or any proceeds of *this contract*.

--- “*legal entity*” means every entity known to or recognized by or created pursuant to any state or federal law now or hereafter in force and includes, but is not limited to, every kind of partnership, corporation, limited liability company, trust, estate and governmental unit but does not mean a natural person.

- “legal proceedings” and “legal proceedings relating to *this contract*” each mean in the broadest sense every kind of court action bankruptcy proceeding and appeal in all trial and appellate courts involving any controversy or claim or cause of action in any way connected with *this contract* on any legal theory including those based on contract or on tort or on statute or on legal precedent.
- “party” refers to a party to *this contract*.
- “person” refers to natural person and legal entity.
- “provision” refers to and includes all of the terms, conditions and agreements set forth in the paragraphs and subparagraphs below an underlined heading in *this contract* and such provision is referred to by the phrase in brackets following the underlined heading of such provision.
- “non-party” refers to a person who is not a party to *this contract*.
- “representative” refers to each person acting on behalf of the party or non-party designated.
- “Successor” refers to each personal representative, executor, administrator, heir, devisee, legatee, assignee, transferee, and any other successor party.
- “transfer” means in the broadest sense every transaction or event whereby an *interest in this contract* is assigned or granted or passed from one person to another person and includes, but is not limited to, transactions or events which occur voluntarily or involuntarily or by operation of law.
- “Transferee” means the person to whom a transfer is made and includes, but is not limited to, a party.
- “Transferor” means the person from whom a transfer is made and includes, but is not limited to, a party.

35. **EXHIBITS IDENTIFIED AND REFERENCES DEFINED.** Each exhibit attached to *this contract* is identified and described as follows:

EXHIBIT A “*Title Commitment*” refers to the commitment for title insurance on the *premises*.

“*Title Policy*” refers to the title insurance policy to be provided by the *seller* to the *buyer*. It is not an exhibit attached hereto.

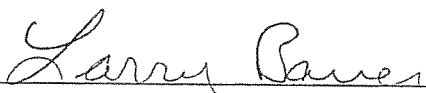
EXHIBIT B "*Subject Deed*" refers to the deed to be delivered by the *seller* to the *buyer*.

EXHIBIT C "*Subject Escrow Instructions*" refers to the escrow instructions to be signed by the parties.

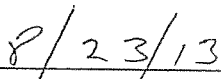
EXHIBIT D "*Memorandum of Contract*" refers to the memorandum to be signed by the parties which any party may record.

36. **BINDING EFFECT.** Each and all of the terms, conditions, agreements and provisions of *this contract* apply to and bind each successor of each party.

SIGNED BY THE SELLER



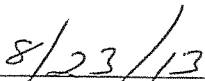
Name: Larry Bauer
Address: 25967 Graphic Lane
 Wilder, Idaho 83676



Date Signed

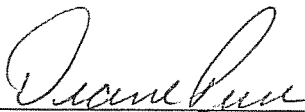


Name: Becky Bauer
Address: 25967 Graphic Lane
 Wilder, Idaho 83676

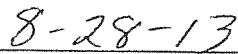


Date Signed

SIGNED BY THE BUYER



Name: Diane Puri
Address: P.O. Box 177
 Caldwell, Idaho 83606

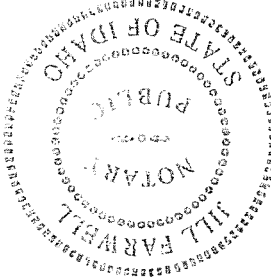
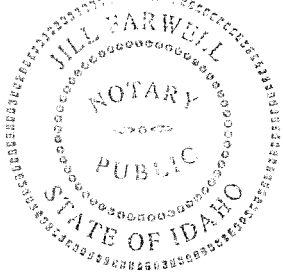


Date Signed

STATE OF IDAHO)
) ss.
County of Canyon)

On this 23rd day of Aug, 2013, before me Jill Farwell, personally appeared DIANE M. PURI, known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the 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.



Jill Farwell
NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

**RESIDING IN WILDER, IDAHO
MY COMMISSION EXPIRES 4-5-18**

STATE OF IDAHO)
) ss.
County of Canyon)

On this 23rd day of Aug, 2013, before me Jill Farwell, personally appeared LARRY BAUER and BECKY BAUER, known to me, to be the persons whose name is 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 in this certificate first above written.

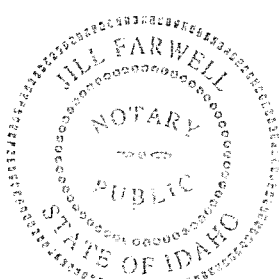
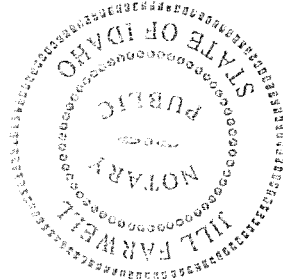
Jill Farwell
NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

RESIDING IN WILDER, IDAHO

MY COMMISSION EXPIRES 4-5-18



The Law Offices of Maybon, PLLC

1013 Fillmore St.
Caldwell, Idaho 83605
Phone: (208) 779-0456
Fax: (208) 965-8478

September 13, 2013

SENT VIA US FIRST CLASS MAIL

IDWR Western Region
2735 Airport Way
Boise, Idaho 83705-5082

RECEIVED

SEP 16 2013

**WATER RESOURCES
WESTERN REGION**

Re: Notice of Change in Water Right Ownership; Water Claim No. 2-10050.

Dear Idaho Department of Water Resources:

Enclosed you will find the following documents:

- A completed Notice of Change in Water Right Ownership form.
- A check in the amount of the appropriate fee.
- A copy of the Contract of Sale evidencing the conveyance of the above referenced water right.
- A copy of the Warranty Deed evidencing the conveyance of the above referenced water right.

Thank you for your time. If you have any questions, then please let me know.

Sincerely,

The Law Offices of Maybon, PLLC



Shawn C. Maybon, Esq.

SCM/mdm
Enclosure(s)