

RECEIVED

NOV 06 2012

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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?
29-2366	Yes ☐		Yes ☐		Yes ☐
29-13812	Yes ☐		Yes ☐		Yes ☐
29-10077	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: AGRESERVES INC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael W. Vaughan
Name of each new owner as listed on the conveyance document
Shelley D. Vaughan
New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or
P. O. Box 266
Mailing address
Downey ID 83234
City State ZIP
208-390-3821
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: October 31, 2012
6. 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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: Michael Vaughan Title, if applicable _____ Date October 31, 2012
Signature of new owner/claimant
- Signature: Shelley Vaughan Title, if applicable _____ Date October 31, 2012
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 11/16/2012 Receipt No. E038161 Receipt Amt. \$75.-
Approved by [Signature] Processed by [Signature] Date 11/16/2012

 Idaho Association of REALTORS® The 1st in Real Estate in Idaho	RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT	JULY 2012 EDITION Page 1 of 8 
THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.		

1 ID# 83888362 DATE August 23, 2012

2

3 LISTING AGENCY FSBO Office Phone # 801-715-9162 Fax # _____

4 Listing Agent Rex Burgener E-Mail _____ Phone # _____

5 SELLING AGENCY Flinders Realty & Exchange, Inc. Office Phone # 208-766-7653 Fax # 208-766-2554

6 Selling Agent Lorinda Seamons E-Mail lseamons@hotmail.com Phone # 208-339-3890

7

8 **1. BUYER:** Michael & Shelley Vaughan, husband and wife

9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to

10 as "PROPERTY" COMMONLY KNOWN AS Approx. 330 Acres in Downey, Idaho

11 Downey City Oneida County, ID, Zip 83234 legally described as: Township 11 South,

12 Range 37 EBM Bannock County, ID Sec 7:SE4NW4, E2SW4, NE4NW4 Sec. 18:E2W2, W2W2NW4NE4

13 OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

14

15 **2. \$** _____ PURCHASE PRICE: _____ DOLLARS,

16 payable upon the following TERMS AND CONDITIONS (not including closing costs):

17

18 **3. FINANCIAL TERMS:** Note: A+C+D+E must add up to total purchase price.

19

20 (A). \$ 5,000.00 EARNEST MONEY: BUYER hereby deposits Five Thousand and Zero/100

21 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____

22 ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt or

23 ☒ upon acceptance by BUYER and SELLER or ☐ other _____

24 _____ and shall be held by: ☐ Listing Broker ☒ Selling Broker

25 ☐ other _____ for the benefit of the parties hereto.

26 THE RESPONSIBLE BROKER SHALL BE: Tom L. Flinders

27

28 (B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF

29 CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide

30 SELLER within NA business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds

31 and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement

32 or contract(s) for the sale of BUYER'S current residence or other property to be sold.

33

34 (C). \$ _____ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

35 ☒ FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,

36 ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed td % for a period of td year(s) at

37 ☐ Fixed Rate ☒ Other Zion's. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

38 BUYER'S Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than td point(s) plus origination fee if any. SELLER

39 shall pay no more than NA point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

40 ☐ SECOND LOAN of \$ 0.00 with interest not to exceed 0 % for a period of 0 year(s) at ☐ Fixed Rate

41 ☐ Other 0 BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s). Any

42 reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

43 LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within 5 business days (five [5] if left blank) of SELLER'S

44 acceptance. Within 10 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written

45 confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds

46 necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender

47 underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this

48 agreement by notifying BUYER(S) in writing of such cancellation within 3 business days (three [3] if left blank) after written confirmation was

49 required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written

50 confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably

51 withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be

52 returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and

53 conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is

54 expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the

55 PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in

56 accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct

57 Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

58

59 (D). \$ _____ ADDITIONAL FINANCIAL TERMS:

60 ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

61 ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

62

63 (E). \$ _____ APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at

64 closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the

65 approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of

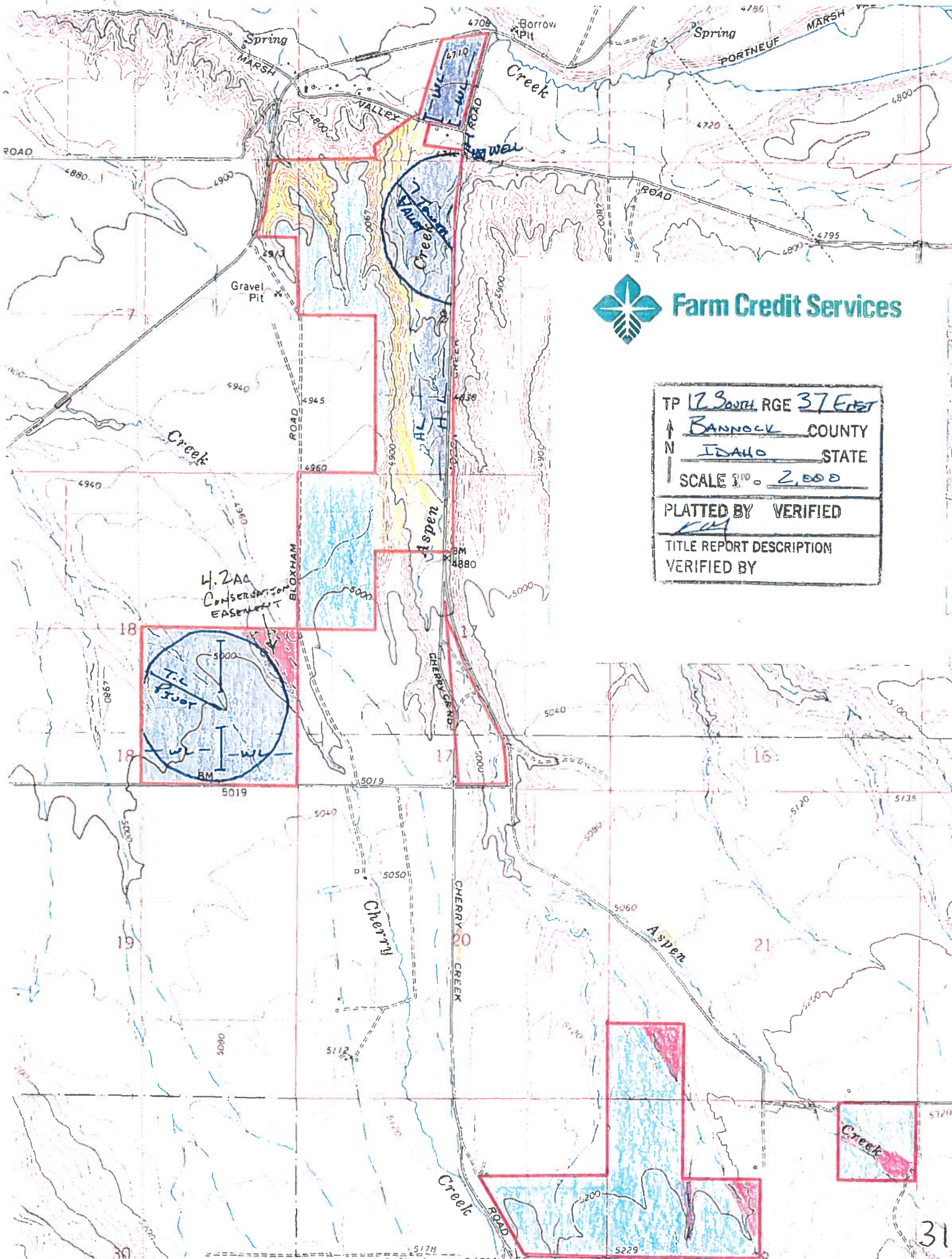
66 escrow shall be adjusted in ☒ Cash ☐ Other: _____

67

BUYER'S Initials (MF) (SO) Date 9-23-12

SELLER'S Initials (_____) (_____) Date _____

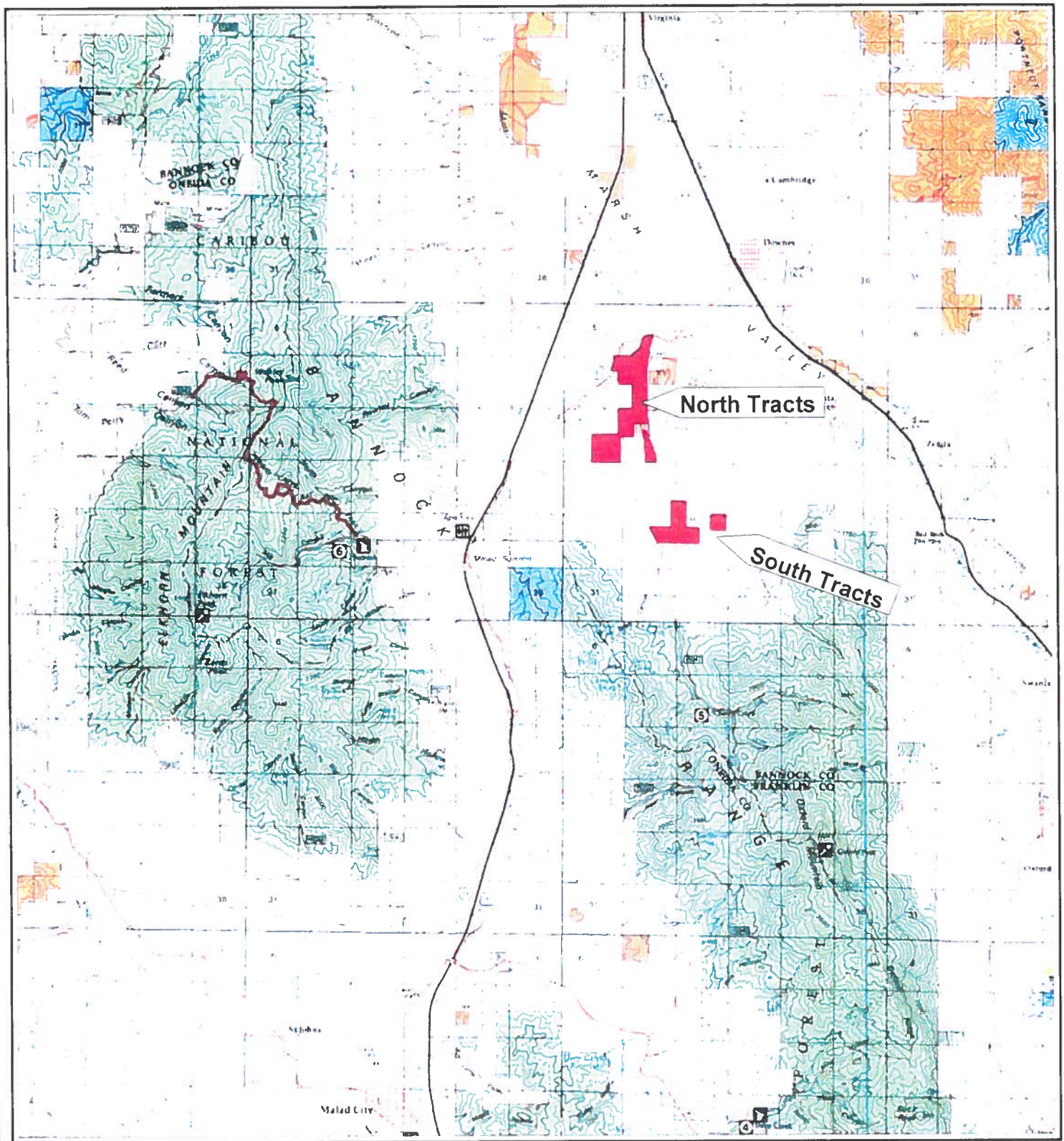
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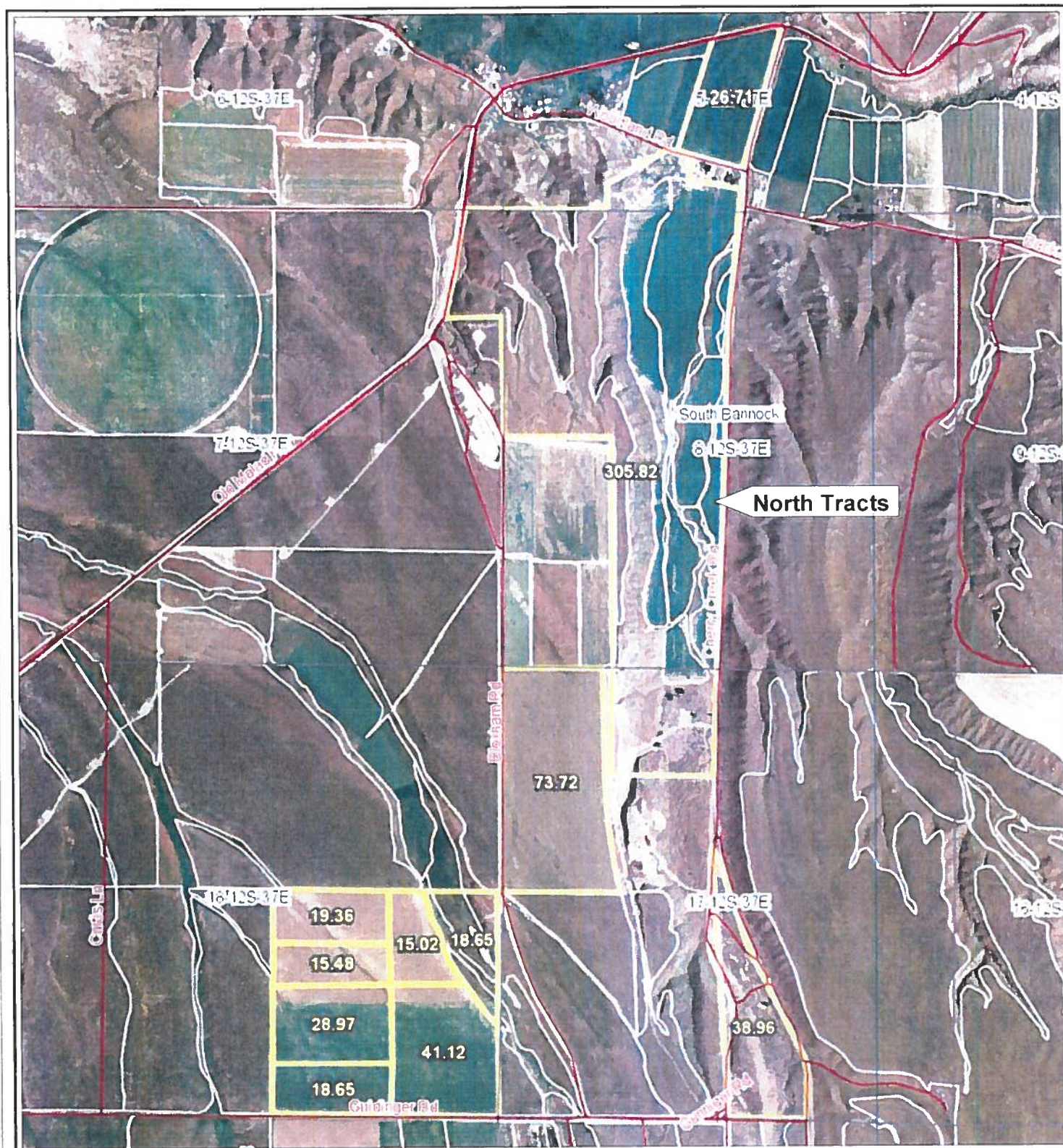
Farm Credit Services

TP	12	South	RGE	37	East
	BANNOCK COUNTY				
N	IDAHO STATE				
SCALE	1" = 2,000'				
PLATTED BY	VERIFIED				
TITLE REPORT DESCRIPTION					
VERIFIED BY					

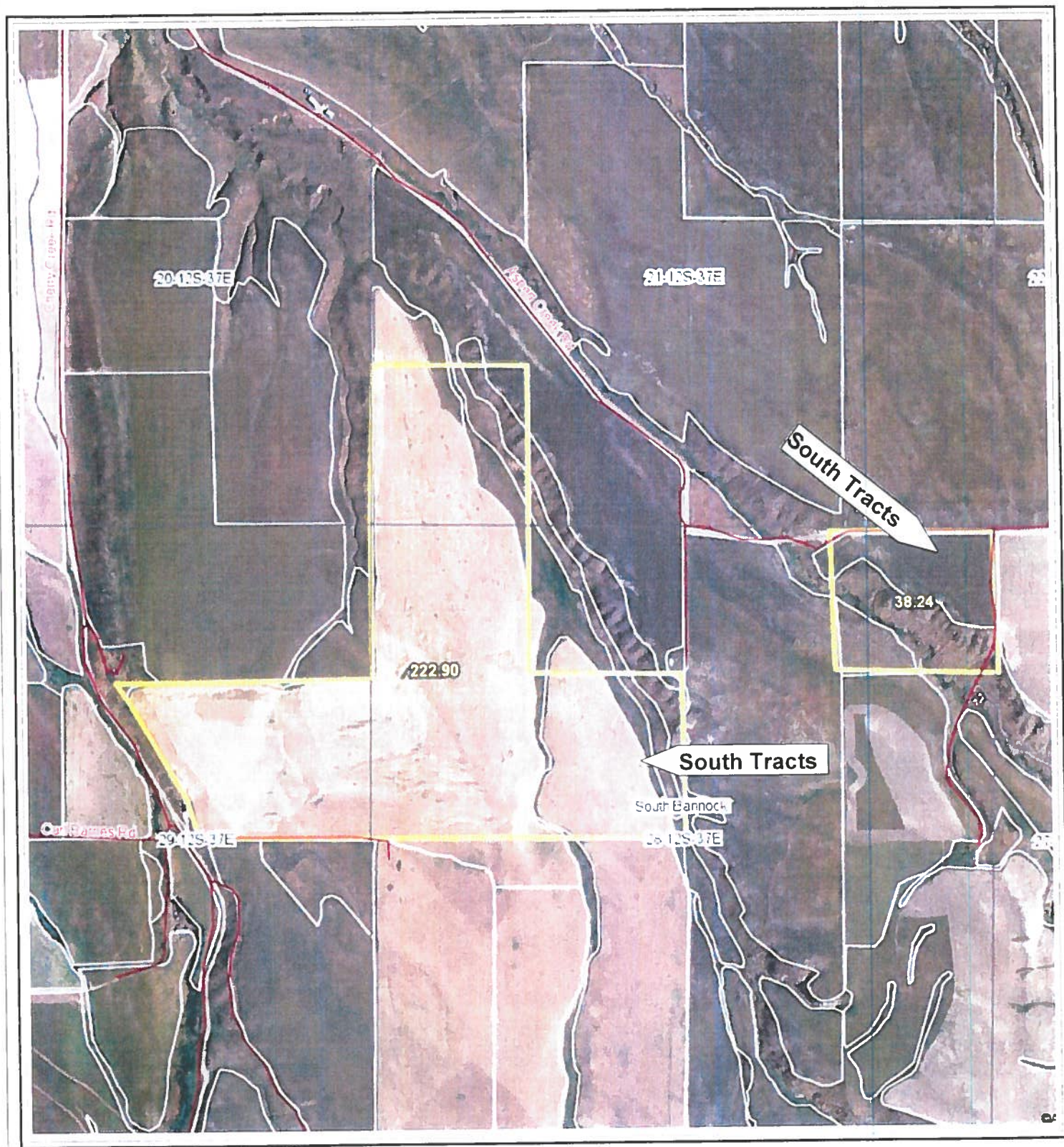
Subject Locator Map



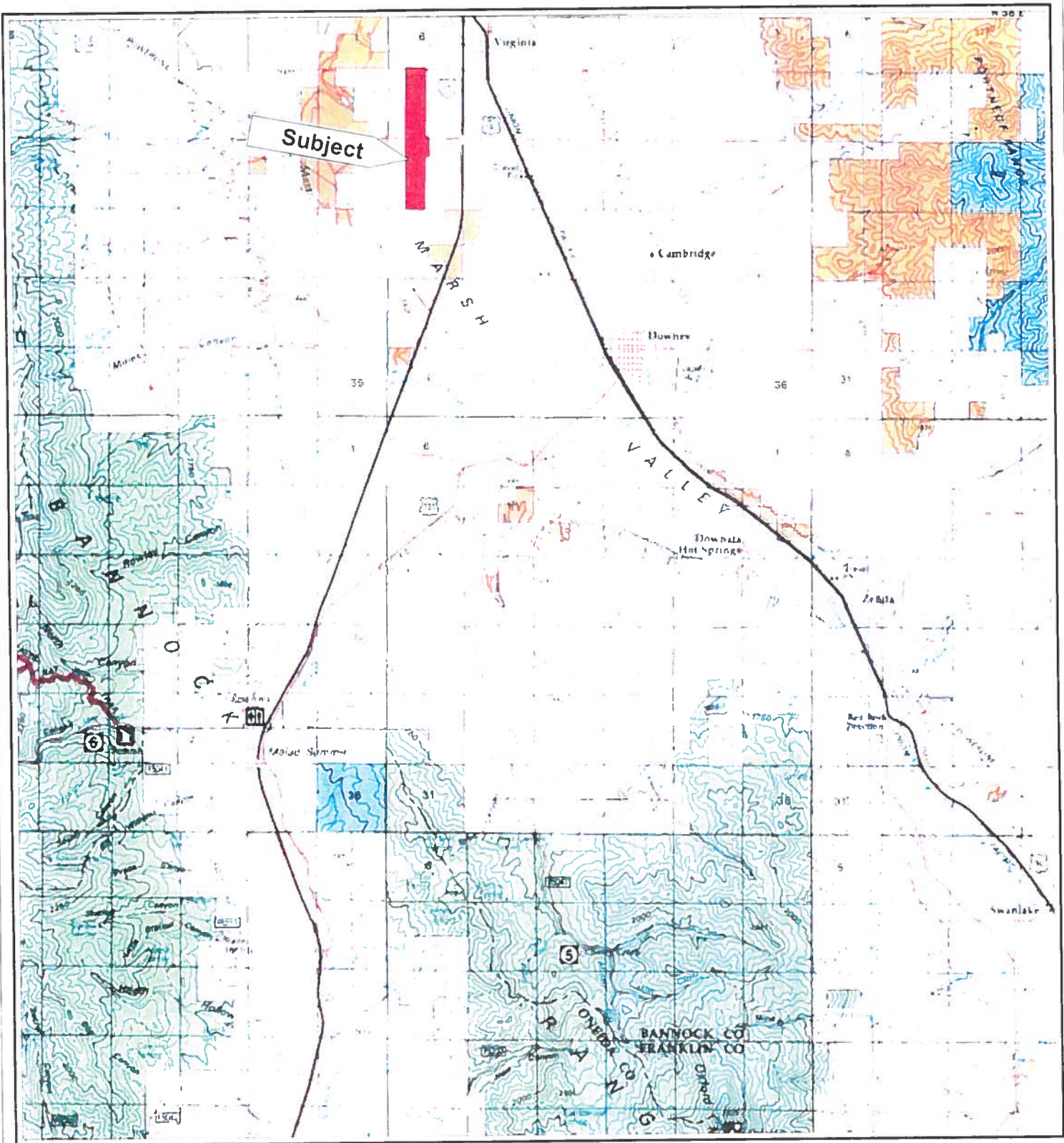
Aerial Photograph

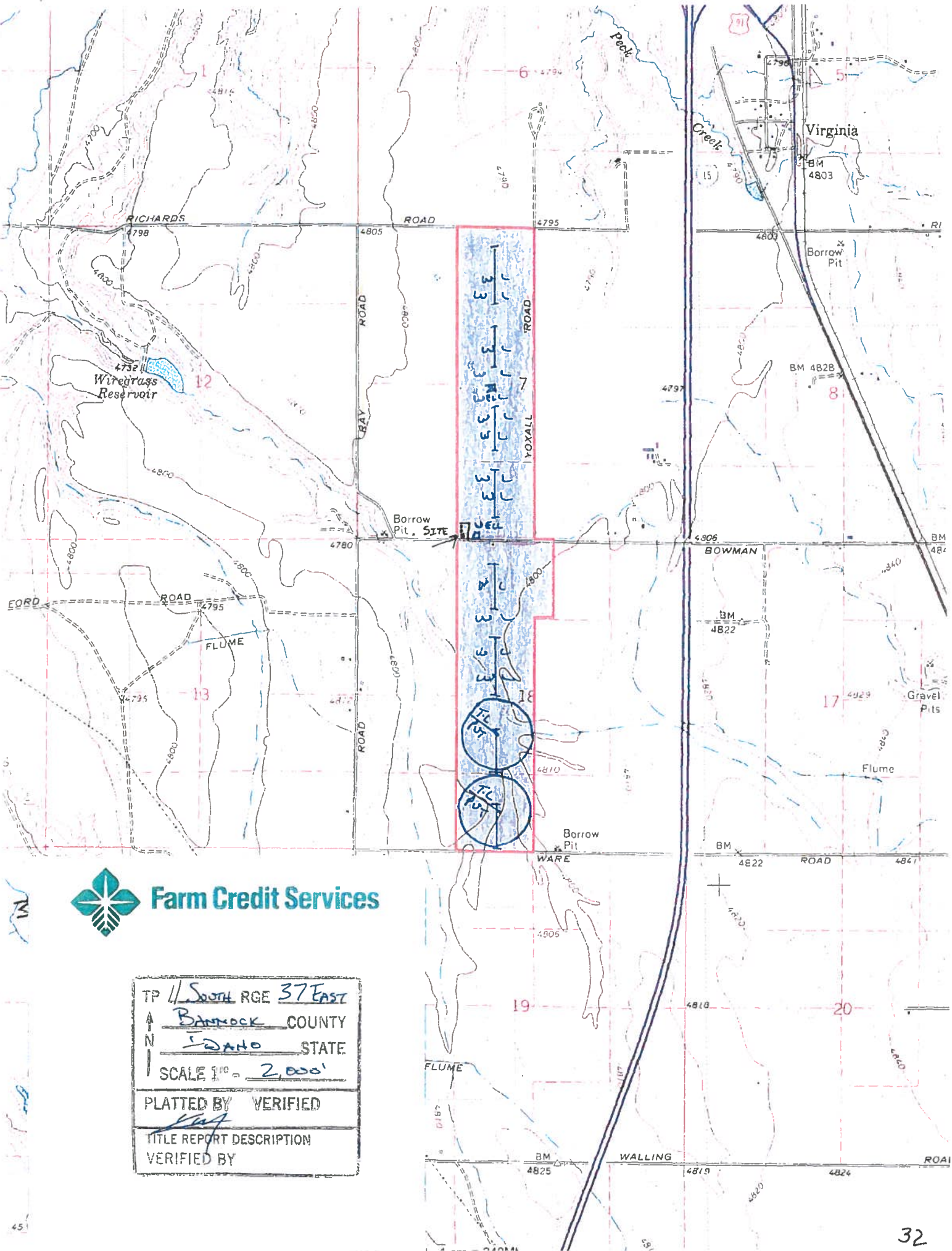


Aerial Photograph



Subject Locator Map





Farm Credit Services

TP 11	SOUTH RGE 37 EAST
A	BANNOCK COUNTY
N	IDaho STATE
SCALE 1" =	2,000'
PLATTED BY	VERIFIED
TITLE REPORT DESCRIPTION	
VERIFIED BY	

RECEIVED

NOV 14 2012

Department of Water Resources
Eastern Region

OFFICIAL RECORD BK# 961
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY BM
RECORDED AT REQUEST OF

First American NCS - Utah

21219505

2012 Nov 13 PM 02:58:11

Electronically Recorded by Simplifile

After recording return to:

Michael and Shelley Vaughan
26500 S. Old Malad Hwy
P.O. Box 266
Downey, ID 83234

For Information only:

Tax Parcel No. R4433006200, R4433006300, R4433006700,
R44330318101, R4433019100, R4433019200

Space above this line for Recorder's Use

CORRECTIVE WATER DEED

THIS CORRECTIVE WATER DEED IS BEING RECORDED TO CORRECT ONE A TYPOGRAPHICAL ERROR IN WATER RIGHT #29-13712, SHOWN ON THAT CERTAIN WATER DEED RECORDED OCTOBER 31, 2012, AS DOCUMENT NO. 21218797, IN BOOK 960 OF THE OFFICIAL RECORDS OF BANNOCK COUNTY, IDAHO.

AGRESERVES, INC., a Utah corporation, Grantor, with its principal office located at 139 E. South Temple, Suite 110, Salt Lake City, Utah 84111, hereby remises, releases, and quitclaims to MICHAEL VAUGHAN and SHELLEY VAUGHAN, husband and wife, Grantee, of 26500 S. Old Malad Hwy., P.O. Box 266, Downey, ID 83234, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following-described water rights located in Bannock County, State of Idaho, which are used in connection with the real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"):

All water rights of the Idaho Department of Water Resources used in connection with the Property, including specifically:

Water Right #

29-2366

29-13812

29-10077

Grantor also conveys to Grantee after-acquired title or other interests, if any, related to the water rights hereby conveyed.

9th IN WITNESS WHEREOF, the undersigned has executed this instrument as of November, 2012.

GRANTOR:

AGRESERVES, INC.,
a Utah corporation

By: Don M. Sleight
Don M. Sleight
Its: Vice President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 9th day of November, 2012, personally appeared before me Don M. Sleight, personally known to me to be the President of AGRESEVES, INC., a Utah corporation, who acknowledged before me that he signed the foregoing instrument on behalf of said corporation and that said corporation executed the same.



Angela Wood
Notary Public for Utah

After recording return to:
Michael and Shelley Vaughan
26500 S. Old Malad Hwy
P.O. Box 266
Downey, ID 83234

OFFICIAL RECORD BK# 960
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY BM
RECORDED AT REQUEST OF

First American Title - Pocatello

21218797

2012 Oct 31 PM 03:41:45

Electronically Recorded by Simplifile

For Information only:

Tax Parcel No. R4433006200, R4433006300, R4433006700,
R44330318101, R4433019100, R4433019200

Space above this line for Recorder's Use

WATER DEED

AGRESERVES, INC., a Utah corporation, Grantor, with its principal office located at 139 E. South Temple, Suite 110, Salt Lake City, Utah 84111, hereby remises, releases, and quitclaims to MICHAEL VAUGHAN and SHELLEY VAUGHAN, husband and wife, Grantee, of 26500 S. Old Malad Hwy., P.O. Box 266, Downey, ID 83234, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following-described water rights located in Bannock County, State of Idaho, which are used in connection with the real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"):

All water rights of the Idaho Department of Water Resources used in connection with the Property, including specifically:

Water Right #

29-2366

29-13712

29-10077

Grantor also conveys to Grantee after-acquired title or other interests, if any, related to the water rights hereby conveyed.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of October 30, 2012.

GRANTOR:

AGRESERVES, INC.,
a Utah corporation

By: Don M. Sleight
Don M. Sleight RB
Its: Vice President

Exhibit A
Legal Description

All that certain lot, piece or parcel of land situate in the County of Bannock, State of Idaho, that is described as follows:

Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho:

Section 7: SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$

Tax I.D. Nos.: R4433006200, R4433006300, R4433006700, R4433018101,
R4433019100, R4433019200 & R4433019300

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 30th day of October, 2012, personally appeared before me Don M. Sleight, personally known to me to be the President of AGRESERVES, INC., a Utah corporation, who acknowledged before me that he signed the foregoing instrument on behalf of said corporation and that said corporation executed the same.



Zella Jeanne Jensen
Notary Public for Utah