

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 31 2011
Department of Water Resources
Eastern Region

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?
35-11106B	Yes ☐		Yes ☐		Yes ☐
35-2190B	Yes ☐		Yes ☐		Yes ☐
35-2474B	Yes ☐		Yes ☐		Yes ☐
35-8834A	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: The Farmers Merchant, Inc./Bruce Webb

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Terry D. Reed

Name of each new owner as listed on the conveyance document

Julie K. Reed

New owner continued

Name connector

☒ and

☐ or

☐ and/or

134 S 1900 W

Mailing address

Pingree

ID

83262

City

State

ZIP

208-684-3654

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: 9-30-11

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):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: Terry D. Reed
Signature of new owner/claimant

Title, if applicable

Date

9-20-11

Signature: Julie K. Reed
Signature of new owner/claimant

Title, if applicable

Date

9-20-11

For IDWR Office Use Only:

Received by

Date

10/31/2011

Receipt No.

E03J087

Receipt Amt.

\$100.-

Approved by

Processed by

Date

443885

Warranty Deed

FIRST AMERICAN
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO96 DEC -6 PM 4:45
RECORDED AT THE REQUEST OF

For Value Received STELLA L. WEBB

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
THE FARMER'S MERCHANT, INC., AN IDAHO CORPORATION
whose address is: 164 S. 1900 W. Pinedale, Idaho 83262

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

Township 3 South, Range 32 E.B.M., Bingham County, Idaho

Section 11: NW 1/4 EXCEPTING: The South 715 feet of the SW 1/4 NW 1/4. ALSO EXCEPTING
THE FOLLOWING TRACT: Beginning at the NE Corner of said section and
thence going W. along the N. Section Line 702 feet, more or less; thence S. 1,304
feet; thence E. 364 feet; thence S. 710 feet; thence E. 338 feet to the E. Section Line;
thence N. along the Section Line to the place of beginning.TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances
thereunto belonging or in anywise appertaining, including all water, water rights, ditch and
ditch rights.TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the
Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations,
restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and
defend the same from all claims whatsoever.

Dated: DECEMBER 4, 1996

Stella L. Webb
STELLA L. WEBBSTATE OF IDAHO
COUNTY OF BINGHAMOn this 4TH day of NOVEMBER, 1996, before me the undersigned, a Notary
Public in and for the said county and state, personally appeared STELLA L.
WEBB, known or proved to me to be the person who executed the foregoing
instrument, and acknowledged to me that she executed the same.Antonia M. [Signature]
Notary Public for Idaho
Residing at: BLACKFOOT, IDAHO
My Commission Expires: 5-20-2000

449885

RECORDING REQUESTED BY: Baker & Harris 266 W Bridge Blackfoot, ID 83221	Instrument # 632620 BINGHAM COUNTY, IDAHO 2011-10-27 11:52:00 AM No. of Pages: 2 Recorded for: BAKER & HARRIS SARA J. STAUB Fee: \$13.00 Ex-Officio Recorder Deputy CRobinson Index To: NOTICE OF SALE Electronically Recorded by Simplifile
	space above this line for Recording use only

NOTICE OF SALE

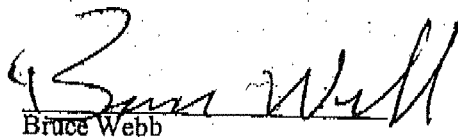
NOTICE IS HEREBY GIVEN THAT Bruce Webb and Janet Webb, husband and wife, and The Farmers Merchant, Inc., have sold under an AGREEMENT OF SALE, the following-described real property to Terry D. Reed and Julie K. Reed, of 134 S 1900 W, Pingree, ID 83262.

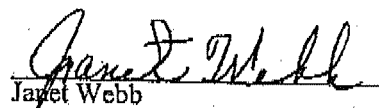
Township 3 South, Range 32 E.B.M., Bingham County, Idaho
Section 11: N $\frac{1}{2}$; EXCEPT: Beginning at a point that is S 00°00'01" E 23.96 feet from the NE corner of said Section 11, and running thence N 89°45'24" W 627.28 feet; thence S 00°12'55" W 1302.69 feet; thence S 89°48'29" E 259.70 feet; thence S 00°58'18" E 706.16 feet; thence N 88°40'24" E 360.60 feet; thence N 00°00'01" W 1998.61 feet along the section line to the Point of Beginning.

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

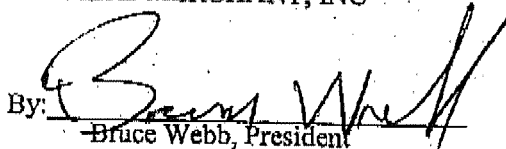
This document is notice of and also deemed to be a fixture filing as between the above-named Vendor and Purchasers, and is to be recorded in the Real Estate Records of Bingham County.

THIS NOTICE is dated the 24th day of October, 2011.


Bruce Webb


Janet Webb

FARMERS MERCHANT, INC

By: 
Bruce Webb, President

STATE OF MISSOURI)
) : ss.
County of Camden)

On this 24th day of October, 2011, before me, the undersigned, a Notary Public in and for the said State, personally Bruce Webb and Janet Webb, 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 by official seal, the day and year first above written.



LOIS A. HOWARD
My Commission Expires
May 29, 2013
Camden County
Commission #09529921

Lois A. Howard
Notary Public
Residing at: Spun Creek, MO
My Commission Expires: May 29, 2013

STATE OF MISSOURI)
) : ss.
County of Camden)

I, a notary public, do hereby certify that on this 24th day of October, 2011, personally appeared before me Bruce Webb, who, being by me first duly sworn, declared that he is the President of The Farmers Merchant, Inc., and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Lois A. Howard
Notary Public
Residing at: Spun Creek, MO
My Commission Expires: May 29, 2013



LOIS A. HOWARD
My Commission Expires
May 29, 2013
Camden County
Commission #09529921

BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered into this 28th day of February, 2007, by and between Bruce Webb and Janet Webb, husband and wife, and The Farmers Merchant, Inc., of 164 S 1900 W, Pingree, ID 83262, hereinafter referred to as Vendors, and Terry D. Reed and Julie K. Reed, husband and wife, of 134 S 1900 W, Pingree, ID 83262, hereinafter referred to as Purchasers.

WITNESSETH:

That the said Vendors, in consideration of the covenants and agreements on the part of the said Purchasers, hereinafter contained, agree to sell and convey unto the said Purchasers, and the Purchasers agree to buy, all the certain real property particularly described as follows, to-wit:

2. PROPERTY DESCRIPTION:

Township 3 South, Range 32 E.B.M., Bingham County, Idaho

Section 11: N ½; EXCEPT: Beginning at a point that is S 00°00'01" E 23.96 feet from the NE corner of said Section 11, and running thence N 89°45'24" W 627.28 feet; thence S 00°12'55" W 1302.69 feet; thence S 89°48'29" E 259.70 feet; thence S 00°58'18" E 706.15 feet; thence N 88°40'24" E 360.60 feet; thence N 00°00'01" W 1998.61 feet along the section line to the Point of Beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including the portions of water rights No. 35-11106B and 35-2190B appurtenant to said property.

3. FIXTURES OR PERSONAL PROPERTY:

1- pump and 1 booster pump
1- panel and booster pump panel
2- motors

1- buried mainline, approximately 3/4 mile
2- quarter mile linears, hoses and attachments

4. PURCHASE PRICE:

Purchasers agree to purchase said property for the sum of Six Hundred Fifty-Five Thousand Five Hundred (\$655,500) Dollars in lawful money of the United States; and the Purchasers, in consideration of the premises, agree to pay to the Vendors said sum of \$655,500 as follows:

a. DOWN PAYMENT: In the event of exercise of the option, Purchasers shall be entitled to a down payment credit, which shall be that portion of the rental payments which would be allocable to principal if the rental payments were applied to a contract balance of \$655,500, with interest from October 1, 2006 at eight (8%) percent per annum, amortized

over 240 equal monthly installments of \$5482.86, commencing November 1, 2006. In the event of exercise of the option, each monthly rental payment shall be treated as if it were a monthly installment on a contract of purchase, with each installment being applied first to accrued interest, and then to principal. The total principal payments so accrued as of the date of exercise of the option shall be treated as a down payment.

b. DEFERRED PRICE - LEVEL PAYMENT:

The deferred price purchase shall be \$655,500 less the principal payment credit as determined under the foregoing paragraph a.

c. The balance so determined shall be payable in monthly installments of \$5482.86, which includes interest at the rate of eight percent (8%) per annum from the date of exercise of the Option. Said monthly installments shall continue until the full amount of said purchase price shall have been paid in full.

5. APPLICATION OF PAYMENTS:

It is mutually agreed that all payments shall first be applied to accrued interest and thereafter to reduction of the principal balance of the purchase price.

6. RIGHT OF PREPAYMENT:

There shall be no right of prepayment without prior written consent of the Vendors.

7. PRORATION OF TAXES:

The Vendors agree to pay all taxes and assessments of whatever nature levied upon said premises up to and including taxes and assessments for the year 2006, and the Purchasers assume and agree to pay all such taxes and assessments thereafter during the period of time this agreement shall be in effect.

8. CONTINUING LIEN ON PERSONAL PROPERTY OR REPLACEMENTS:

Purchasers hereby grant to, and Vendors accept and retain a purchase money security interest to secure the obligations set forth herein in all fixtures and personal property described above. Nevertheless, the Purchasers may trade in or dispose of said fixtures or personal property so long as fixtures or personal property of equal or greater value replace the same, in which event the security interest conveyed and received hereunder shall be applicable to such replacements.

9. INSURANCE:

The Purchasers agree to keep the irrigation equipment now existing or hereafter placed on said premises fully insured to the extent of their reasonable insurable value against loss payable to the parties hereto as their respective interests may appear. Upon request of the Vendors the Purchasers will show evidence of payments of all premiums on insurance to be kept in force by them, and upon demand will furnish the Vendors memorandums of such insurance, showing the coverage afforded thereby.

10. TITLE INSURANCE AND CONVEYANCE:

Upon receiving the payments provided for in this agreement at the times and in the manner above-mentioned, the Vendors hereby agree that they will provide to the Purchasers an owner's policy of title insurance, assuring and insuring good and merchantable title to said premises, and to execute and deliver to the Purchasers a good and sufficient warranty deed vesting title to said property in the Purchasers.

11. ESCROW:

It is agreed that an executed copy of this contract, together with the deed of the Vendors, shall be placed in escrow at First American Specialty Services, 580 Jensen Grove, PO Box 339, Blackfoot, ID 83221, with instructions to hold the said instruments in escrow until the unpaid balance of said purchase price with interest shall have been paid, and with further instructions to pay such sale proceeds to the Vendors and to deliver said documents to the Purchasers upon full payment by Purchasers of said purchase price and interest, and with further instructions to return the said documents to the Vendors in the event of default and forfeiture by the Purchasers pursuant to the terms of this agreement.

- a. The parties agree to share equally all escrow fees.

12. NO WARRANTY:

The Purchasers understand that they are buying the irrigation equipment and property "as is" and on their own examination and judgment and not through any other representation made to them by the Vendors, or any agent for the Vendors, as to its location, value, future value, income therefrom or its production. This paragraph shall not apply to warranty of title.

13. NO ENCUMBRANCE:

Neither party shall sell, mortgage, encumber or permit liens of any nature to be asserted against said real estate or this Agreement during the period of this agreement without the prior written consent of the Vendors, which shall not be unreasonably withheld.

14. ATTORNEY'S FEES FOR PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and accompanying escrow instructions, deed and other documents were prepared by the attorney for the Vendors, and the Purchasers acknowledge that they have the right to the documents reviewed by an attorney of their choosing should they elect to do so.

15. DEFAULT AND ACCELERATION:

It is agreed that time is of the essence of this agreement, and in event of a failure to comply with the terms hereof or to make the payments when due as herein specified by the Purchasers, and after demand in writing that the terms hereof be complied with or payments which are in default made within thirty (30) days from the date of said demand on the Purchasers, and continued default, the said Vendors shall be released from all obligations either in law or in equity to convey the said property as herein provided, and any amount or amounts which shall have been paid hereon by the Purchasers shall and may be retained by the Vendors and accepted by Vendors as rental for said property during such occupancy by the Purchasers and as liquidated damages for the breach of this contract; and the Vendors shall have the right to accelerate all unpaid principal balances owing under said contract or to declare the entire balance due and payable, and the said Purchasers shall forfeit all right thereto and all payments made on said property. It is further agreed, however, that the aforesaid right of forfeiture shall not be an exclusive remedy of the Vendors for a default in the performance of this contract and that Purchasers shall be entitled to pursue any other remedies available as vendor under the laws of the State of Idaho in the event of a default by the Purchasers.

16. ATTORNEYS FEES IN EVENT OF BREACH OR DEFAULT:

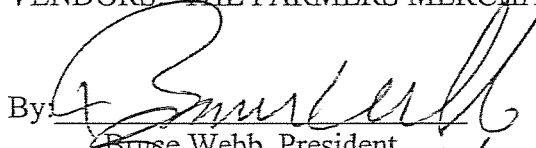
It is further agreed that in the event of suit between the parties for breach of this agreement or enforcement thereof the successful party to any such action shall be entitled to recover reasonable attorney's fees with other costs of court from the other party.

17. BINDING EFFECT:

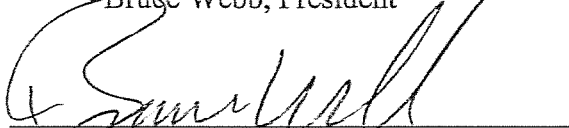
It is further agreed that the provisions of this agreement shall apply to and bind the heirs, executors, administrators and assigns of the respective parties.

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

VENDORS: THE FARMERS MERCHANT, INC.

By: 

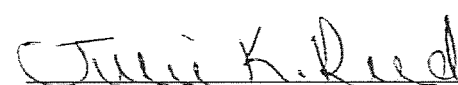
Bruce Webb, President


Bruce Webb


Janet Webb

PURCHASERS:


Terry D. Reed


Julie K. Reed

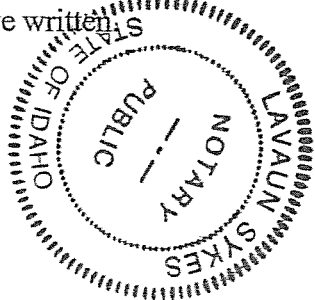
STATE OF IDAHO)

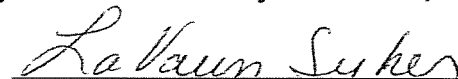
: ss.

County of Bingham)

On this 28th day of February, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally Bruce Webb and Janet Webb, 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 by official seal, the day and year first above written.




Notary Public for Idaho

Residing at Blackfoot

My Commission Expires: 5-17-08

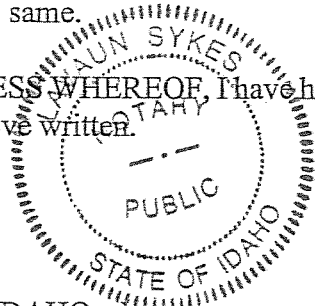
STATE OF IDAHO)

: ss.

County of Bingham)

On this 28th day of February, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally Terry D. Reed and Julie K. Reed, 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 by official seal, the day and year first above written.



Lavaun Sykes
Notary Public for Idaho

Residing at Blackfoot

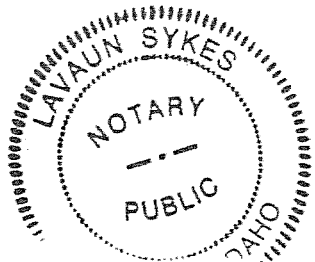
My Commission Expires: 5-17-08

STATE OF IDAHO)

:ss

County of Bingham)

I, a notary public, do hereby certify that on this 28th day of February, 2007, personally appeared before me Bruce Webb, who, being by me first duly sworn, declared that he is the President of The Farmers Merchant, Inc., and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Lavaun Sykes
Notary Public for Idaho

Residing at Blackfoot

My Commission Expires: 5-17-08